AMENDMENT TO AGREEMENT FOR CONSTRUCTION MANAGEMENT AT-RISK SERVICES FOR NW 114th AVENUE PARK

THIS AMENDMENT (the "GMP Amendment No. 2 "), made and entered into as of this 23 day of ______, hereby amends that certain Agreement for Construction Management At-Risk Services For NW 114th Avenue Park (the "Agreement") by between the City of Doral (the "City") and the Construction Manager ("CM"). The City and CM may be referred to individually as a "Party" or collectively as the "Parties."

RECITALS

WHEREAS, the Parties hereto entered into the Agreement on January 20th, 2015 for the provision of construction management at-risk services pursuant to Request for Proposals Construction Manager At-Risk to Provide Preconstruction & Construction Services Via a Guaranteed Maximum Price Amendment for the NW 114th Avenue Park - No. 2014-36 (the "RFP"); and

WHEREAS, the Parties have negotiated a Guaranteed Maximum Price (the "GMP"), including, but not limited to, CM fees and costs, for Phase II for NW 114th Ave Park as set forth herein; and

WHEREAS, the CM represents that the CM, Subcontractors, material and equipment suppliers have compared and reviewed all general and specific details on the Drawings and that all conflicts, discrepancies, errors and omissions, which are within the commonly accepted knowledge base of a licensed general contractor, subcontractor, trades persons, manufacturers or other parties required to carry out the work involved in this Amendment, have been corrected or clarified prior to execution of this GMP Amendment to the Contract, and therefore CM warrants that the GMP (exclusive of contingency) includes, without limitation, the cost of correcting all conflicts, discrepancies, errors, or omissions which CM identifies, or should have identified through the exercise of reasonable skill and care, during the preconstruction phase of this Contract; and

WHEREAS, the CM's review and comparison of all drawings has taken into consideration the total and complete functioning of all systems and therefore the CM represents that the GMP represents the total cost for complete and functional systems; and

WHEREAS, the Owner and the Construction Manager have agreed to amend the Agreement in the manner set forth herein.

AGREEMENT

ORIGINAL DOCUMENT
Biltmore Construction Co., Inc

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated herein and made a part hereof by this reference, the mutual promises and covenants contained herein, in the Agreement and the RFP, and for such other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the City and the CM do hereby agree as follows:

Generally

1. This GMP Amendment No. 2 is executed in connection with, and is deemed to be part of the Pre-Construction Services, GMP Amendment #1 Agreement, and the RFQ. Wherever the terms of this GMP Amendment No. 2 and the terms of the Agreement and the RFQ are in conflict, the terms of this GMP Amendment No. 2 shall govern and control. The terms used herein, unless otherwise defined in this GMP Amendment No. 2 shall have the meanings ascribed to them in the Agreement and RFQ.

Guaranteed Maximum Price

- 2. The following documents shall be incorporated herein and made a part hereof and identified as "Contractual Documents":
 - a. The Construction Documents referenced in the checklist, which is attached hereto and made a part hereof as **Attachment "1"**; and
 - b. The Additional Contract Documents, including the executed pre-construction services and GMP Amendment No. 1, which is attached hereto and made a part hereof as Attachment "2"; and
 - c. The Construction Manager's GMP Proposal, for Phase II construction work, Salary and Wage Schedule, Onsite Management and Supervisory Personnel, and Project Schedule which is attached hereto and made a part hereof as Attachment "3"; and
 - d. The Scope of the Work for the Project, NW 114th Avenue Park, contemplated in this **GMP Amendment No. 2**, and as provided in the RFP and the Agreement, is hereby incorporated into the Work; and
 - e. The date of Commencement for the construction of the NW 114th Avenue Project in this **GMP Amendment No. 2**, shall commence upon the issuance of Notice To Proceed (NTP) # 2, by the parties hereto (the "Date of Commencement").
 - f. The Construction Manager shall achieve Substantial Completion of the Work for the NW 114th Avenue Park Project contemplated in this GMP

Amendment No. 2 , no later than 365 calendar days from the issuance of NTP # 2, the Date of Commencement (the "Contract Time"), and Final Completion, no later than forty-five (45) calendar days from the date of Substantial Completion. All permits for construction must be received prior to issuance of NTP # 2. Failure to meet either the Substantial Completion and/or Final Completion dates shall be a material breach of this Agreement and liquidated damages will be immediately assessed thereinafter. Liquidated damages shall begin to be assessed after the Substantial Completion date.

- g. Upon failure of the Construction Manager to substantially complete the Work contemplated in this **GMP Amendment No. 2**, within the specified period of time, plus any City Manager approved time extensions in writing, Construction Manager shall pay to the City the sum of \$1,500.00 (One Thousand Five Hundred Dollars And No Cents) for each calendar day after the time specified in subsection 2(f) of this Amendment.
- h. The Guaranteed Maximum Price for the Scope of Work contemplated in this GMP Amendment No. 2 , for the NW 114th Avenue Park Project, is hereby guaranteed by the Construction Manager not to exceed the sum of \$19,707,629.00, based upon the entire Scope of the Work as described in the Contract Documents, as amended herein, and including, but not limited to, the Construction Documents and the Specifications, subject only to additions and deductions by Contract Amendment(s) or Construction Change Directive, as provided in the Contract Documents. The GMP is more particularly itemized in the Schedule of Values prepared in accordance with the terms of the Agreement, the "Schedule of Values, is attached as part of "Attachment 3". Included in the Schedule of Values and specifically identified herein, the Project Contingency inclusive to the Guaranteed Maximum Price for this GMP Amendment No. 2 , is in the amount of \$493,832.00.
- Owner Direct Purchases procedure which is attached hereto and made a part hereof as Attachment "4"; and
- j. Should the Construction Manager realize any savings from the negotiated Schedule of Values, the City shall receive 75% of said savings with no line item integrity. The City reserves the right to audit all contract related documents at any time during the Project and at the end of the Project.
- k. The Construction Manager shall provide Commercial General Liability Insurance, Automobile Liability Insurance, Worker's Compensation Insurance, and Builder's Risk Insurance, in compliance with the provisions of Article II, Insurance and Bonds of the General Conditions of the Contract for Construction.

- I. The Construction Manager shall provide the Public Construction Payment Bond and the Public Construction Performance and Guarantee Bond, in compliance with the provisions of Article II, Insurance and Bonds of the General Conditions of the Contract for Construction.
- m. By executing this GMP Amendment No. 2 , the Construction Manager acknowledges that it has ascertained and verified all existing underground utilities and has coordinated all correct locations for points of connection for all utilities, if any, required for this Project and has identified all clarifications and qualifications for this Project, if any. Utility Locations shall be identified by the Construction Manager and all existing utility connections will be capped as needed, as noted in the Qualification and Assumptions Statement.
- n. To the extent that the Owner has authorized the Construction Manager, in writing, to perform the Work contemplated in this GMP Amendment No. 2, for this Project with the Construction Manager's own forces, the salary and wage schedule for the Construction Manager's personnel performing such portion of the Work, agreed upon by the City and the Construction Manager, shall be as set forth as required herein. The Construction Manager warrants and represents that the salary and wage schedule includes the comparable market rates (including any and all benefits, contributions and insurance) charged by the Construction Manager for comparable contracts to other business and individuals for similar services, and that such rates are not higher than the standard paid for similar Projects.
- 3. Except as expressly provided herein above all of the terms, conditions, covenants, agreements and understandings contained in the Pre-Construction Contract Documents (and as may have been amended pursuant to this **GMP Amendment No._2_)**, shall remain unchanged and in full force and effect, and the same hereby expressly ratified and confirmed by the City and Construction Manager.
- 4. This **GMP Amendment No._2** may be executed in several counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have affixed their signatures, effective on the date first written above.

FOR CITY:

CITY OF DORAL

ATTEST:

ORIGINAL DOCUMENT
Biltmore Construction Co., Inc

FOR CITY:	CITY OF DORAL
ATTEST:	
By: Olle Diaz, City Clerk	By:
By: Wriss South Hellings Cole City Attorney	Bierman, P.L.
FOR CONSTRUCTION MANAGER AT-RISK: ATTEST: /	Biltmore Construction CO, TNC. Florida Contractor License: CGC040464
By: CM, Secretary	By: CM, President
Print Name	Ed Parker, Sr. Print Name

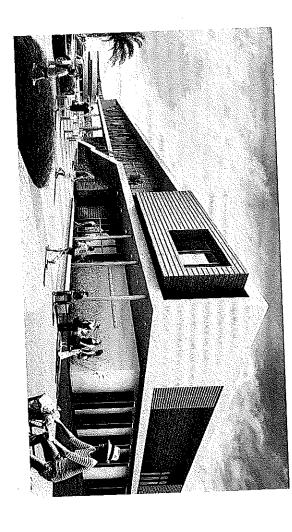
ATTACHMENT 1 GMP AMENDMENT NO. 2

ATTACHMENT 1 CONSTRUCTION DOCUMENTS ATTACHMENT 2 GENERAL AND SUPPLEMENTARY CONDITIONS EXECUTED PRE-CONSTRUCTION SERVICES AGREEMENT AND EXECUTED GMP AMENDMENT NO. 1 ATTACHMENT 3 CONSTRUCTION MANAGER'S GMP PROPOSAL FOR PHASE II CONSTRUCTION OF NW 114th Ave PARK, SALARY AND WAGE SCHEDULE, ONSITE MANAGEMENT AND SUPERVISORY PERSONNEL, PROJECT SCHEDULE, AND SCHEDULE OF VALUES ATTACHMENT 4 **OWNER DIRECT PURCHASES** ATTACHMENT 5 **BUILDERS RISK INSURANCE** ATTACHMENT 6 RESOLUTION NO. 15-119

ATTACHMENT 1 CONSTRUCTION DOCUMENTS

NW 114th Avenue Park - Recreational Center

11400 NW 82nd Street, Doral, Florida 33178



BUILDING PERMIT SET 05-27-2015



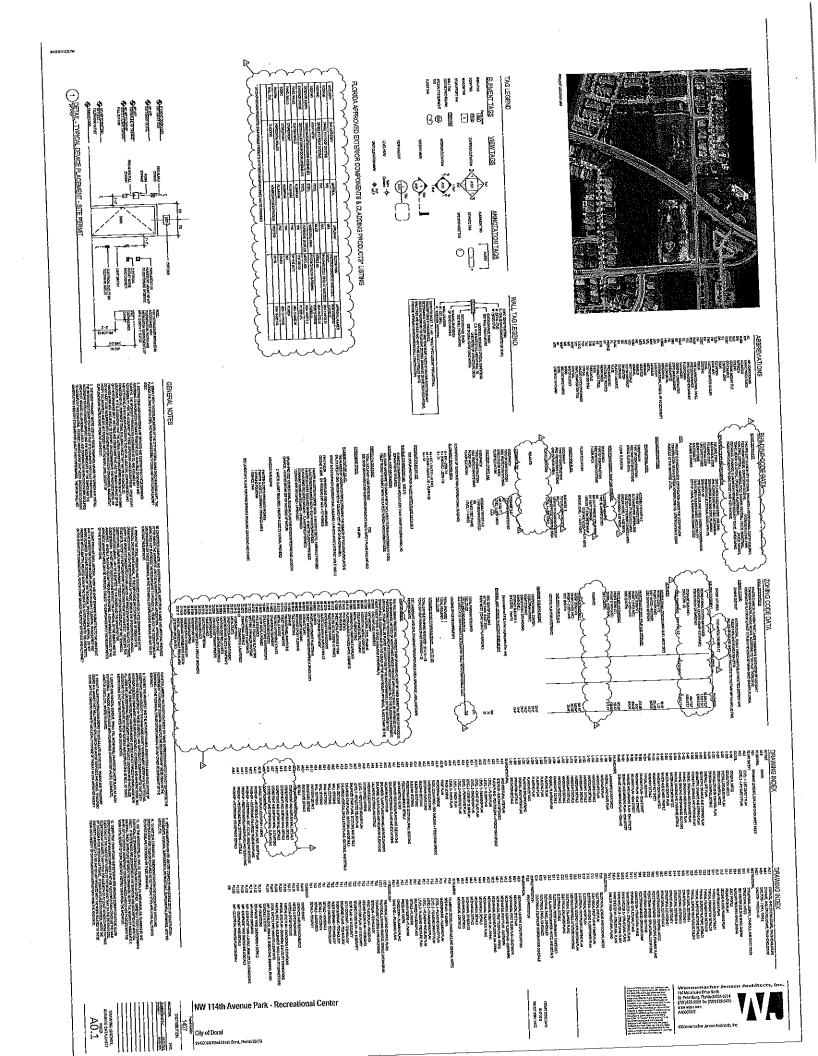
Wannemacher Jensen Architects, Inc.

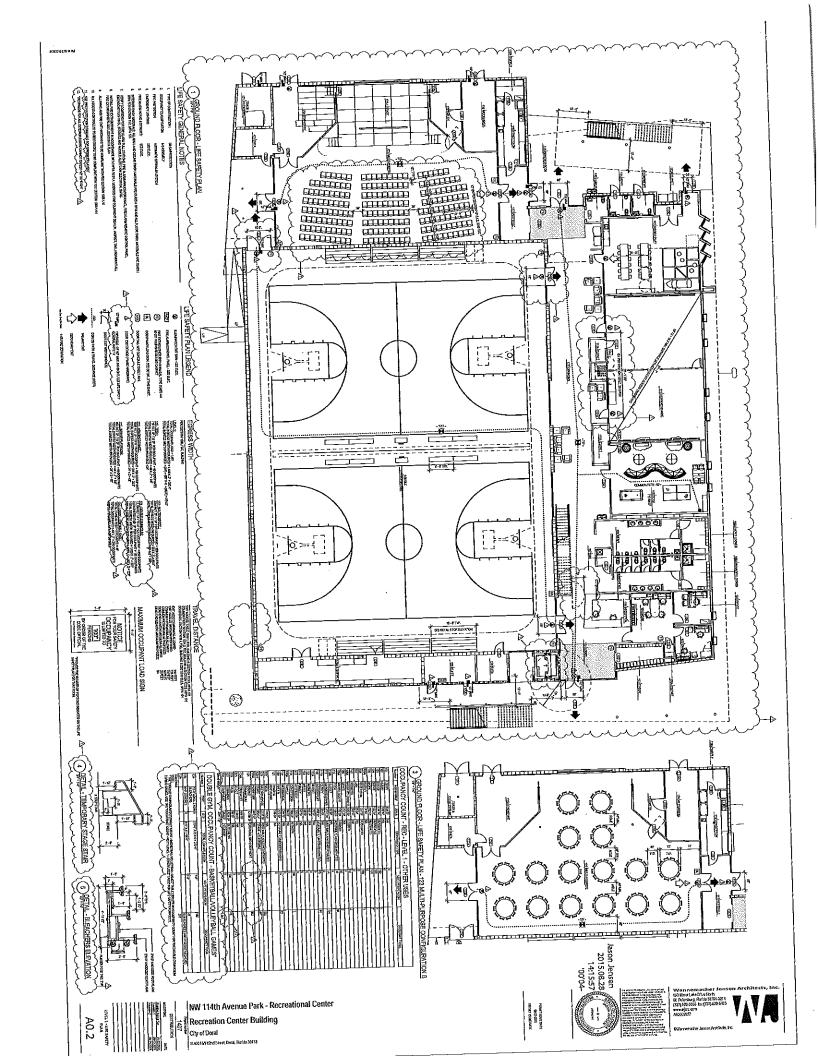
180 Mirror Lake Drive North, St. Petersburg, Florida 33701-3214 AA0002277

Structural Engineer and MEP TLC Engineering for Architecture, Inc.

Civil Engineer and Landscape Architect Kimley Horn and Associates, Inc. 1221 Brickwell Avenue, Salle 400, Marri, Fl. 33131

LEED Consultant SEQUIL Systems, Inc. 1 SE 4th Ave, Suita 205, Delizy Brach, FL 33483





GENERAL NOTES AND SPECIFICATIONS

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II. APPLICABLE CODES CHAPTER COMPLICATION WITH ALL UNILTY COMPARES/OWNERS PROOF TO DEACHVAITEN OF EXISTING $r_{\rm c}$ A, TULL-BOPH ROJOVAL OF CUSTING SIDENALICS, DRIVES, CURBS, AND PANCHENT , GLEARING STE OF VEGETATION AND THEES AS NOTED ON THE LANDSCAPE PLANS.

> VII, CLEAN UP THE CONTRACTOR SHALL CONDUCT RELIGIAL, OPTIMITIES SO THAT TRAFFIC IS LIMINISHED ALEMO DERTHE PRICED AND WALSE, ALL MURIC DAVIDS SHELTS AND WALSEAST WAS BE GETTED OF CORRES THE CONTRACTOR MOST PRODUCT MATERIAL, AND OTHER MATERIAL TRACTOR OF FALLES OND TRAFFIC SUPPACES.

REMOVE DEMOCRABLE COMPARAGONS MATERIAS AND RELATED EXHIBITION THE SITE OF A PREMIATED. STALING OF PARAMETERS AND RELATED WILL NOT BE PERMITTED. STALING OF SALVACCARIE MATERIALS IS NOT REPARATED AT THE SITE. MATCHAL DESCRIPTO FOR REMOVAL SHALL RECOVE HE PROPERTY OF THE COMPACTOR, AND ART SALVACE VALUE THERE FROM WILL ACCOUNT TO THE COMPACTOR. ROOM HATTENIA, NICLUSIO DIDRES, AND JUST, AND DISPOSE OF LEGALLY OFF SIT, NO EDBRIS SMALL OF LINEARD OF HINGED ON HIE STIT, SA, A MEANS OF DESTIGAL, USE OF HATCHS, REPORTED BY THE RECLALATION FAUNCIONS PROPERTY OF DECEMBER CLEANIP OFFICIALISMS, USE OF BLOWNERS. IN DECIRIENTE, COLST. WILL NOT. OF PERMITTER.

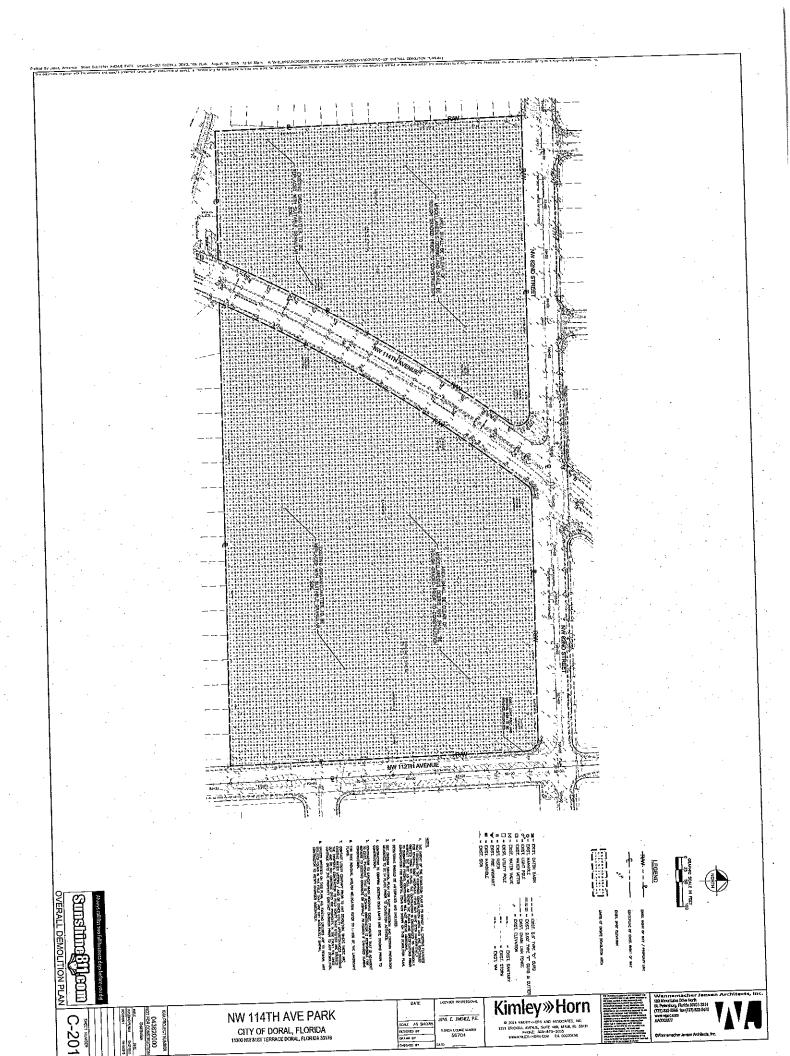
2. THE COMPANCION SHALL MEN'RE ANGUNIT OBSCHING, SHOWART STANDOM THAT OFFICENCIES THE PROCESSOR AND SHALL MEN'RE SHAME SHAMES VI. TRAFFIC MAINTENANCE THE CHARACTER SHALL FRAUE FROM MANUTURISED OF TRAINE PROCESSINGS DESIGN CHARACTER AND ASSESSMENT ON IN MILITE RIGHT-OF-MAYS AND PRIVATE DESIGNATION IN MILITE RIGHT-OF-MAYS AND ROCKING SHOULD NO STRONG, AND PROPERTY AND RESIGNATION OF SHOULD HAVE THE PROPERTY OF SHOULD HAVE ASSESSMENT OF THE PROPERTY OF SHOULD HAVE ASSESSMENT OF THE PROPERTY OF THE THE CONTRACTOR HAY NOT CLOSE ANY DECHRICAS WHIGHT PROVIDING ALTERNATE ROUTES IN ACCORDANCE WHY TOT THOSE 480 AND DEFABLING APPROVAL FROM THE CONCERNIG LARGOIDEDWIA, ACTIVET.

DEMOLITION NOTES

C-200

CITY OF DORAL, FLORIDA

Kimley»Horn



SENERAL EROSION CONTROL NOTES: EST MANAGEMENT PRACTICES (BMPS): SECON PALITHO SE AN ANY OUR AND VARISHAM, WITHIN MY VANIGH STONGED SHE SECOND TO CALL SECOND MINORY THE NEW YORK OF THE NEW YO PREMENT LOSS OF SOAL PUBLIC CONSTRUCTION BY STORMWATER REVIEW AND/OR WHO ERODON, INCLUDING PROPERTY STORMWATER FOR REVIEW. CONTRACTUR SHALL WALDHONT BOOT MANACOURNT PRACTICES (BMP) IN ALL CONSTRUCTION ACTIVITIES (BML) IN ALL CONSTRUCTION TO THE FOLLOWING. AL CONTRACTIONS AND SERVICINE THE SERVICE WITH STORM WHITE PROLLINGS REGISTED CHIMATED GRAND FOR CHIMATED CHIMATED GRAND, NATIONAL POLITIONS REGISTANCE CHIMATED GRAND, NATIONAL POLITIONS REGISTANCE CHIMATED GRAND FOR CHIMATED GRAND FOR PROLITION OF THE SERVICE CHIMATED GRAND FOR THE STORM WATER POLLUTION PRECIATION PLAY (SAMPRE) IS COMPRISED OF THESE PROBLET OFFICE ADDRESS OF THESE PROBLET (TO BE CONTINUED BY CONTINUEDRY AND ALL SUBSTICION REPORTS AND RELATED SECURIANTS. STE MAP MIST CLEARLY DELAKATE ALL STATE WATURS, ODNITACION MIST MANTAM ALL PEDMITS FOR ANY CONSTRUCTION ACTIVITY MEACHING STATE WATURS OR RECOLLATED WETLANDS ON STIE AT ALL THICS. rest mannement practices (repos) no compact such experse to redoral state of the local Returnments of warmen to the local supersonal correlation stall influent addition. Covered as defended to rotations accident of one or. RONAL BEST MANAGUENT PRACTICES SHALL BE MALDIGHTED AS DISTARD BY CONDITIONS AT NO MONAL COST TO THE OWNER THROUGHOUT ALL PRASES OF CONSTRUCTION. EDVERAL EXCENT COMMON, OWNERS SHALL OF ORDINATE TO HARROT SALE OF COSSON AND POSITION. LAS SLOVE CARGADIS, MALE THE VINCIANT WAS AND CONTROLLED MALE OF SIX AND PLAN SPECIFIC, THEY SHOULD SEE CHARLEST AS SLOVE AS PASSIBLE EMBRIS CONSTRUCTION. SLOPES SALL BE LETT N. A ROUGHENED GOVERNON BURNON THE GRADING PLASE TO REDUCE RANGE VALOCITIES AND ERVOCK. contractions of subcontractors hill be recovering for francisc scaught from detention follows: And Navy Schoole that was have collected in the steel branch spannac systems in conjunction with the stabilization of the syst. STATE WHEN GAVITY BAUL OF MANNANCE BY DIPLOTHE BY TOLLOWING BUR'S IN THE CONTINUED BY DIPLOTHE BY TOLLOWING BUR'S IN THE CONTINUED BY DIPLOTHE BY TOLLOWING BUR'S IN THE CONTINUE PRACTICES.

COMM WATER ERCORICH CONTROL PRACTICES. re-set & off-set see, designer and bossen areas shall of protected final design and Componentary heroden mandatativing is boss managers; protects, stockell and design area. Destables solut of open on the site man and penalted in accompance with cream. Penaltects die to he grade diances dunko he derekambut of he procest the commacter dall de Reporteel ter adleshe he grosn control measires (combst sock derich; etc.) to arevon Trocken. VIRACTOR SHALL UNIMAZE CLEARNE TO THE MANAUSE EXTENT PRACTICAL OR AS REQUIRED BY THE WERK PERSON. TRACTOR SHALL RESH CALENICA AND GRUBBING WHOLE POSITIONS OF THE STREET RESHAULDER OF THE LEGARL PERSONALIS LOCATION AND CONTROLL OF THE STREET RESHAULDER CONTROLL SHAULDER HOSPILL TO SHAUL CHANNEL CHAST PRINCES AND AN OWN AND CONTROLL SHAULDER ACTRICT MAINIANCE UNIT. THE MAKES HAVE BEEN STREETED AND SHALL BE REPORTED WATE FRAM. WATER WASTE MANACHENT SALOT WASTE MANACHENT BOUSTING WASTE MANACHENT BOUSTING WASTE MANACHENT IL POESCHIED AND PANTRIE IL POESCHIED AND EXPREN IT MANACHENT IL CREADED CHARLES MANACHENT IMA WATER TURBBITT MANACHENT LEANS PRECEDIBLE T MASHING AND STEAM CLEAWING PRICE! AND ECHNICATION REPAIR PRICE! MAINTEASC AND REPAIR LEADINGAY, MICHIGAN OF MATERIALS, PRODUCTS, AND BY-PRODUCTS ASSENTED TOWN MATERIALS, PRODUCTS, AND BY-PRODUCTS ASSENTED TOWN MATERIALS, PRODUCTS, AND BY-PRODUCTS ASSENTED. WIND EROSION CONTROL PRACTICES: B. ALL DUTT IN THE SITE DALL BE CONTROLLED, THE LOSS OF MOTOR BLE AND OTHER PETROLEUM BANED OF TOME UBUIDS FOR DUST SUPPRESSION OFFENTIONS IS PROHUMED. WASTE DISPOSAL: E. ALL MATCHINES SPILLED, ORDPRED, WASHED, OR TRACKED, FROM VEHICLES OFFOR REAGNINES OF INTO STORM DRAINES MUST BE RELIGIOUS IMMEDIATELY. I PREVIOUS PROPERTIES TRANSMENT OF THE PROPERTIES CHEMICAL CHEMICA Register trust, Carende, United on order sizer instituted state, greater and south of cartainess successes size and learness area learness amount in dates of seconds in dates of seconds and service orders as notice or he size.
 OFFIGITE TRACKING: C. ALL WASH WATER FROM COMPRETE TRUCKS, VEHICLE CLEANING, EDGENANCE CLEANING, ETC. SHALL BE PROPERTY TRUCKED ON DEPOSED. were crosses shall be comproned by emphasing the following methods as increases and appropriate: . HAT REPORTED IN THE REPORT OF REPORT OF THE PROPERTY OF THE PR THE METERS AND ALL MANY MATERIAL SHALL PROJECT AND ALL PROPERTY AND ALL PR SMITATY WISTE - SMITATY WASTE SHILL TO COLLETTE HE RESOURCE OF LUCY COLLEGE OF THE COLLEGE OF LOCAL THAT THE COLLEGE OF THE CO EART DAIN AREAS SAME IE WATHED DURNO CONSTRUCTION AS NECESSARY TO MINUTE HE WANGERS OF FILTERS DAIE, IT MAY BE RECESSARY TO JUST CONSTRUCTION AFFORD A FAMORY WATER, WATER AND DAIE SHOEL PRESENT OF JUST BE ALLOWED TO LEAR NEW AND THE STREET, WATER AND DAIE SHOEL PRESENT DAIES OF ALLOWED TO LEAR NEW TO THE UNDER CONSTRUCTION. n heze arcag reth o die gabing faan andza kansea kolstanena Jach arzag net gontaniakie socialio eka gousindenda acuntanena H hay so gontazenda and fariolioake materio sufficienty to stabilize Bronnocover (see topporare, stabalization practices for details). THE ATTENT CONTRIBUTED, AND STATE OF THE STATE AT THE STATE OF THE STA THE TOLLOWING ARE THE MATERIAL MANACOURLY PRACTICES THAT WAL BE USED TO REDUCE FOR NEX OF SHILL ON DIMEN MATERIAL BADDRIFF OF MATERIALS AND SUBSTANCES TO STORY WATER MAKEN. SPILL PREVENTION AND CONTROL: AL SECRED AREAS SAME OF CHECKER REGILARILY 10 SEC THAT A GROO STAND IS WANTANED. APEAS SHOULD BE TEXTUZZED, PAYDEND, AND RESEXED AS NEEDED. THE COMPOST SIDE PLEATER REPORT SHALL BE REPORTED PERCONSLILLY FOR HIGHER OF SIGNIFIED AND COMMITTED BY SHALL BE REPORTED FOR SHALL BE REPORTED FOR THAT COMPOST STOWNED THE COMPOST SOCI WHICH IT SUMMED NICE FOR THE COMPOST SOCI WHICH IT SUMMED ONC. THERE THE COMPOST SOCI WHICH IT SUMMED SOCIETY SOCIET inct protectom cenegy and dimenens chall be repaired on replaced if they shaw sicks of undermand, or detectorable. RE SUPERMITTÜENT SMALL DREAKTE THE TRANSING FOR RESPECTION PROCESSION AND PROPER DRESSION CONTROL METHODS FOR CURRONICS AND RESPECTIONS AND RESPECTIONS. A MANTHANT METER THALL BE COMMETTED MAY AFTER CASH, INSCRIPTION OF A THE CASH AND COMMETTED THAT AFTER CASH, INSCRIPTION OF THE CASH AND COMMETTED THAT AND ALL MORTHWART DETAILERS FROM DE DONG IN A THICKY MANKER BUT IN NO GAST LAITE THAN SCIEN THE ODISTRUCTION DITEMPORE SHALL BY MANIFACTOR IF A CONSTITUTION HILL PRESENT PRACTICES OF THE OF VILLO CHILD MODEL PROSECTION OF THE MAX REQUIRE PURICES TOP DELECTION THE OPERATORIES AND PRACTICES AS COMMITTED OF DEMAN. DIVERSION DIVER SHALL BE INOMEDIED WONTHEN. ANY BREVOART SHALL BE PROMPTEY REPAIRED COLLE STRUCIBLE IN THE SEDMENTATION BACHE SAUL EL MANTANCO IN CHECATRONAL COMPITABLE IN ALL THEIR, ANY CHECATRON SERVICE CHARLE OF CHECATRON MAINTH FOR CETH OF SEDMENTS, SEDMENT, SEDMENT SAUL DE TURNOS, DEUR SEDMENT BACHE OF TRAPE WICK HE CAPITAL CHARLET HAS BEEN RESIDED IN THE MAINTH BACHE CHARLET HAS BEEN SEDMENT. ALL REPAIRS WUST BE WASE WITHIN 24 HOURS OF REPORT. all construction hatchard stores shall be degenerad and in the present container and probability stores under a relief of proteing coars. SUPERNITADDIT DIALL REPRET PROJECT AREA DALY FOR PROPER STOPAGE, USE, AND OCOOSAL OF CONSTRUCTION WATERIALS STORE ONLY ENOUGH MATERIAL OK SITE FOR PROJECT COMPLETION ALL PRODUCTS SHALL BE USED AND DISPOSED OF ALACCORDINACE WITH THE MAINFACTURER'S RECOMMENCATION. ALL SUBSTANCES SHOULD BE USED BEFORE DISPOSAL OF CONTAINER. THE MANUAL MACHINE OF TERRALESS SHALL BE USED AND MACHINED INTO THE SKILL HE ORDER TO LINE COPPUME TO STEEM WHERE, RETRILIERS SHALL BE SENDED IN A CONTROL SHED. THE CONTROLS OF ANY MARINALY USED BACK OF FEVRILESS SHALL BE TRANSPERSIED TO A SEALABLE PLASTIC BIN TO AVOID SHILLS. PROPER DISPOSAL PRACTICES SHALL ALWAYS BE FOLLOWED BY ACCORDANCE WITH VANIFACTURES AND LODAL/STATE REGULATIONS. . Shaft be should be kept in ordinal continged with lasts units the object mognation of the second of degral continged which he case the product mognation of the same that is should be continged which he cannot be such that the same that the PRODUCTS SHALL NOT BE NIXED UNITES DIRECTED BY THE MANUFACTURE. CONCRUIT, THEORYS SHALL MOT BE ALLOWED TO WACH OUT OR DISCHARDE SUPPLUS CONCRUTE OF BRUV WASH WATCH ON THE STE. PANT CONTACTO SMILL BY SEALTD AND STORED WICH NOT IN USE. DISESS PAINT NUCT BE DISPOSED Of IN As ASSESSED LIABRES. PERIOLIUM MODULUS MASS IL STREED IN PROCESS COMMANTE, AND CLÉMEN, MAILLE NEGLES MODERNAMEN PROCEDO TORI LEMAS, PRECIMIENOS SIMILES EXCENDENTE PROCEDO TORI LEMAS, PRECIMIENOS SIMILES EXCENDENTE PROCEDO TORI LEMAS, PRECIMIENOS SIMILES EXCENDENTE DE SITE.

METANTO TO MARIO ELEMASE OF PERSONAL PRODUCTE DE SITE.



NW 114TH AVE PARK

IN ADDRION TO THE PROPER IN-METER AND WATERLY MANAGUEST PRACTICES DESIRED ABOUT. THE TREATMENT PRACTICES SHALL BE FREIGHED DER SOLL MECHATINE AND CLEMARY.

A SELL CLEMAN PROPERTIES.

AND RECOUNTES AND RECOUNTES.

THE TOLLOWING CLEAN-UP CONTRIBET MUST BE REPT ON-BIT NEAR THE MARTIN, STORAGE AREA GOELS, MUST, AREA BROOKS, DUST PARE, SWID, SANDLET, LIGHD ABSORDER, COCKLES, AND TRANS-CONTRIBETS.

ALL SPILES SHALL BE CECANED UP AS 2004 AS POSSBEL.
WHEN CESHING A SPILE THE REAS SHOULD BE WELL NOWILLATED AND THE EXPLORET SHALL WEAR PROPER PROTECTION CHOCKET OF THE PROPERTY CONTRIBLED TO RECORD HOUSE. SEPECTOR OIL AND ORDINE ASSOCIATION WITH THE CONTROL OF SHALL BE MAINTANED OF BEAUTION OF CONTRAIN AND DEBASE.

HE SUPPRITIESHT SAIL BE THE SPIL PREVIOUN AND GEAMIN EXHIBITATES AND IS RESPONSIBLE FOR THE ONLY TO NAY STY ORDANDOSE, THE SUPPRITIESH ALSO DISESSES THE SPIL PREVIOUS AND DIALIN IS EXTRIBUTION AND GLIANS FOR CONTRACT OF CONTRACT OF CONTRACT OF CONTRACT ON CONTRACT OF CO ATER A SHILL HE PREVENTION PLANS SHALL HE REVIEWED HAVE CHARGED TO PRECENT FIRTHER SHALL HE OSCILLATED CONTINUES HE CHASE OF THE SHALL HE CASHED TO REVIEW IT, AND HOW TO CLEAN HE GRALL HE SHALL HE SHAL TOBE SPILES MUST BE REPORTED TO THE PROPER AUTHORITY REDARDLESS OF THE SIZE OF THE SPILE SPILL CLEAN UP:

THE BASSICS AND SET WHOL ACCUMENTS BEING HE BASSICS. AND ANY FILL IESD TO ALICES THE JUNETICS SALL BE REJOKED FROM IT, AFTER THE DATE OF THE MAKENANCE FISHED STORED FOR THE BASSICS.

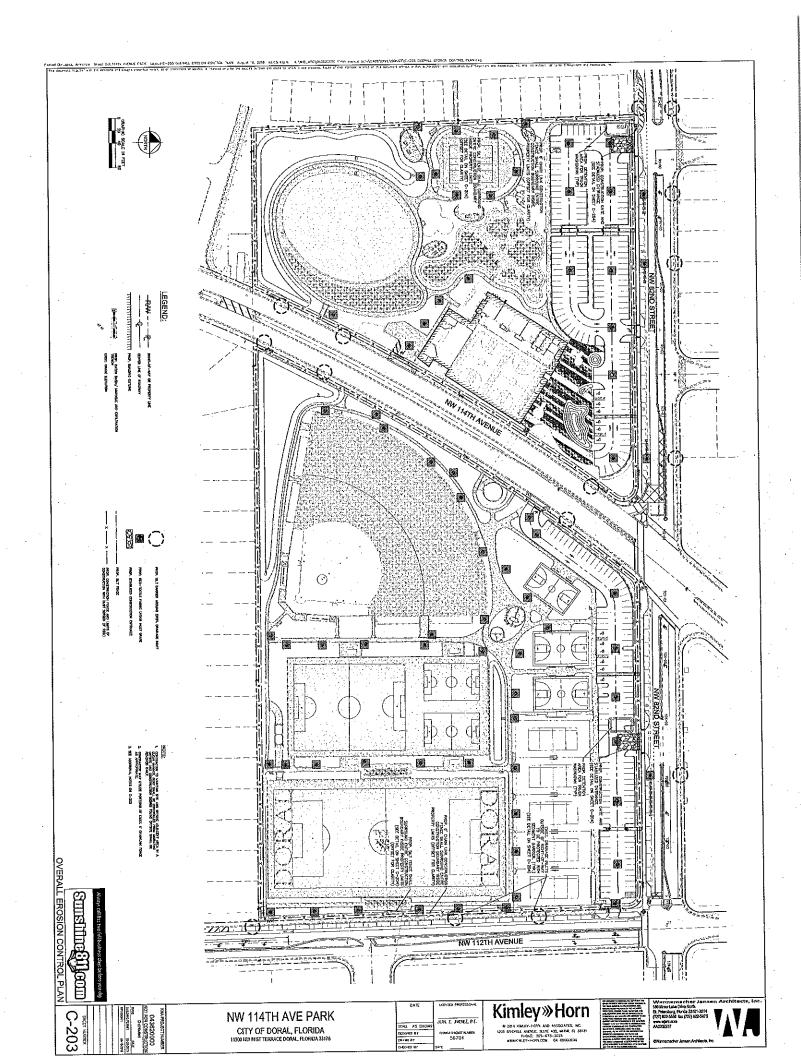
with Metate A transpary activist has sound be constructed to octain sourch-large reversitions octained artas. STORMANZER HUETS EHALL BE PROFESSED DURING CHISTOPHIC PROFESSION MUZIKURES SHALL BE DURINOSSED AS STORMAS BRACHISAN BURNOS THE VIRGUOUS SACES OF NULT CONSIDERIORS. SILT DURINOSSE SHALL BRACHISAN DE PLACE UNTIL SODDING ARGUNO BILETS IS COMPLETE. WIDE PAUDICH, CIGALWATTO SAAL OF CHINTED W ACCORANCE WITH THE FOLLOWING STREET, STREET, CONTROL OF ANY CONSTRUCT SHALL OF CHINTED TO ANALE MEDIALS RECORDED WATCH CONTROL OF ANY CONTROL OF ANALES AND ANALES ANALES AND ANALES ANALES AND ANALES ANALE

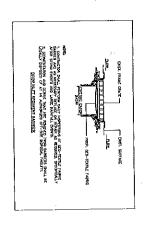
CENTER'S CHOCK SHAFT BE CONTROLLED AT THE CHEMPEL PRACTICAL PRESENTIAL FORMAL

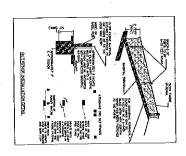
200 SHALL DE PLACED FOR A 2-FOOT WILL STRIP JOURNING ALL CUREME AND ARGUND ALL INLEES 600 SHALL BE PLACED BEFORE, SILT BARRICHS ARE REMOVED. STORES OF DAMES OF RETIRATION/RETEXTION PONDS SHALL SE CONSTRUCTED HOT SEEDER THAN 396 FV.

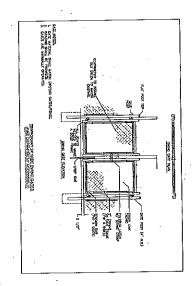
WHOSE REQUIRED TO PREVIANT ERECTION FROM SHEET FLOW ACROSS BARE GROUND FROM ENTERING A LAKE OR SWALE, A TEMPORARY SEDIMENT BUMP SHALL BE CONSTRUCTED.

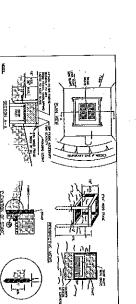
Kimley»Horn

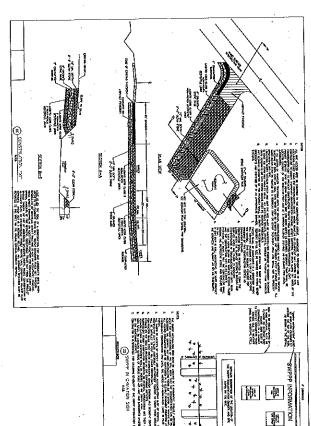












EROSION CONTROL DETAILS

C-204

Kimley» Horn

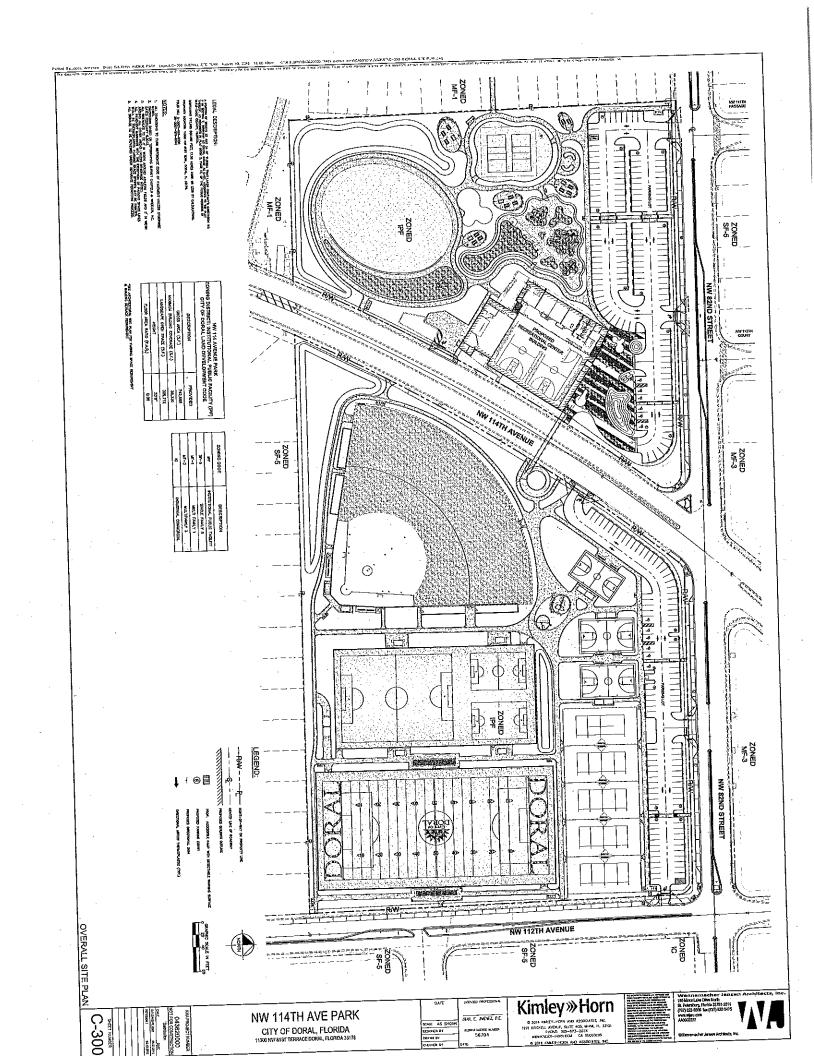
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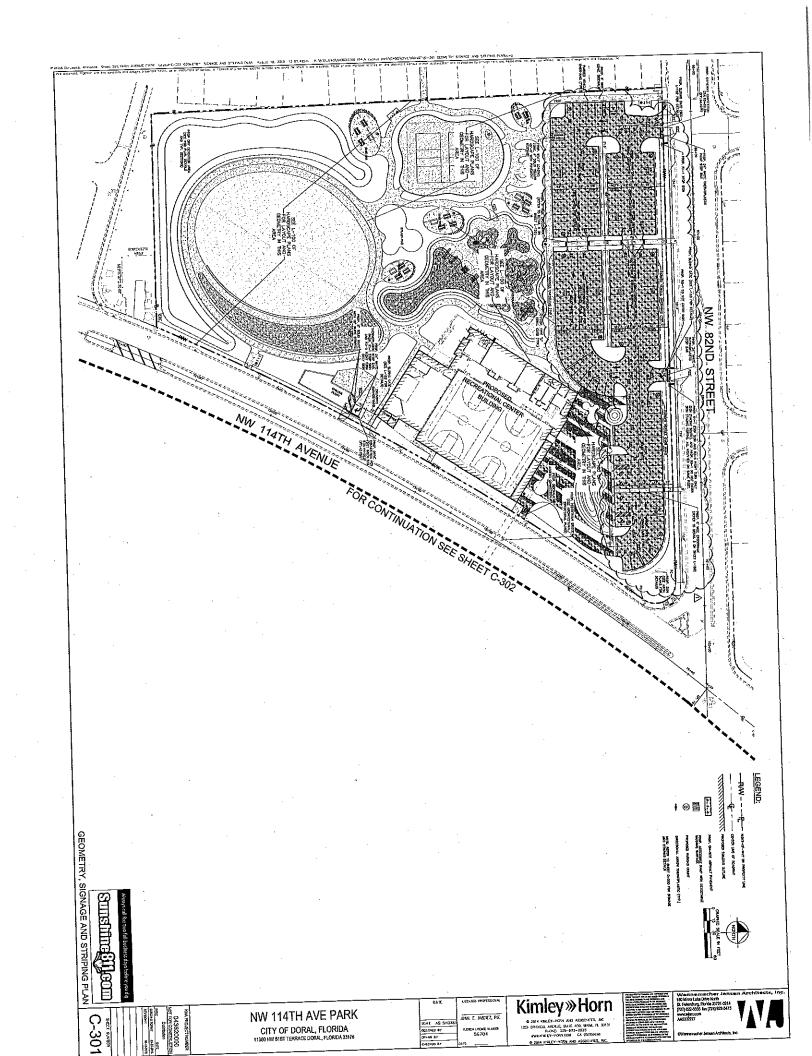
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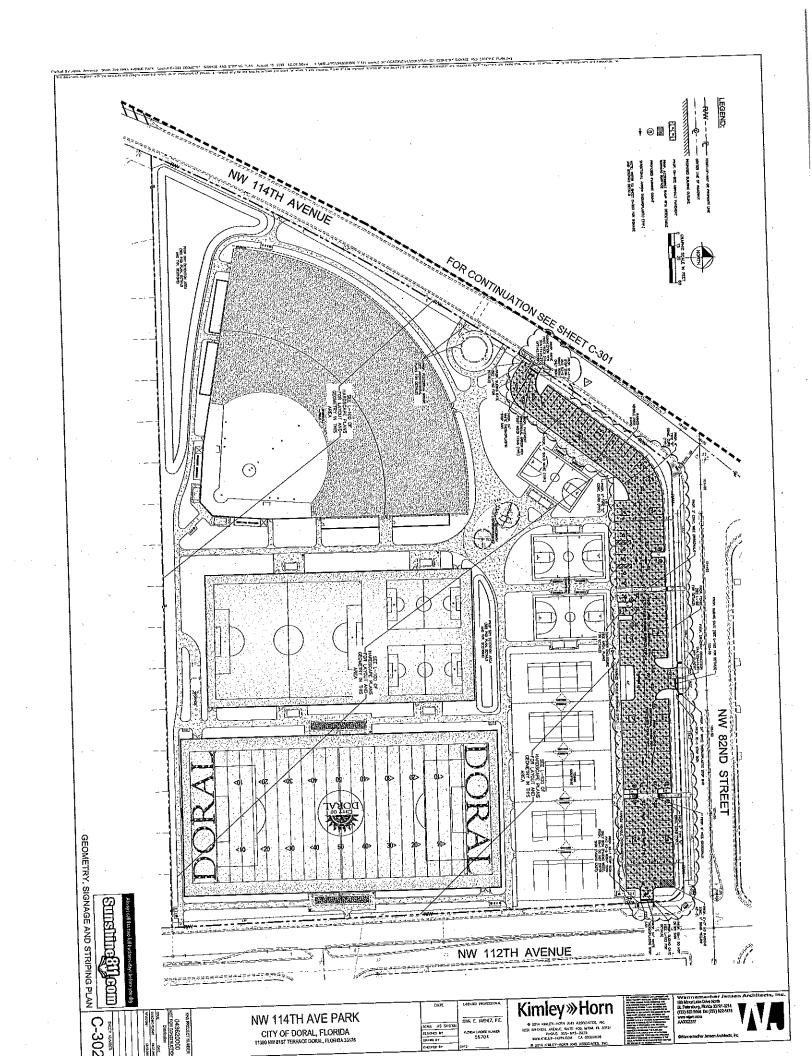


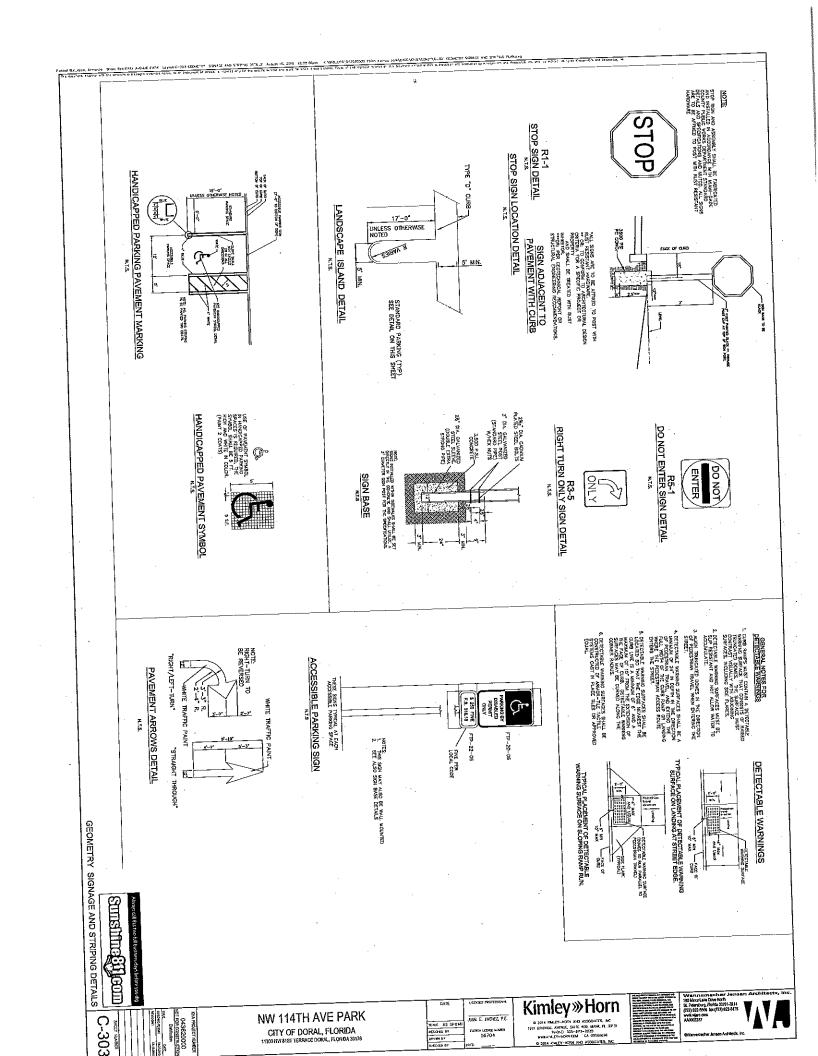
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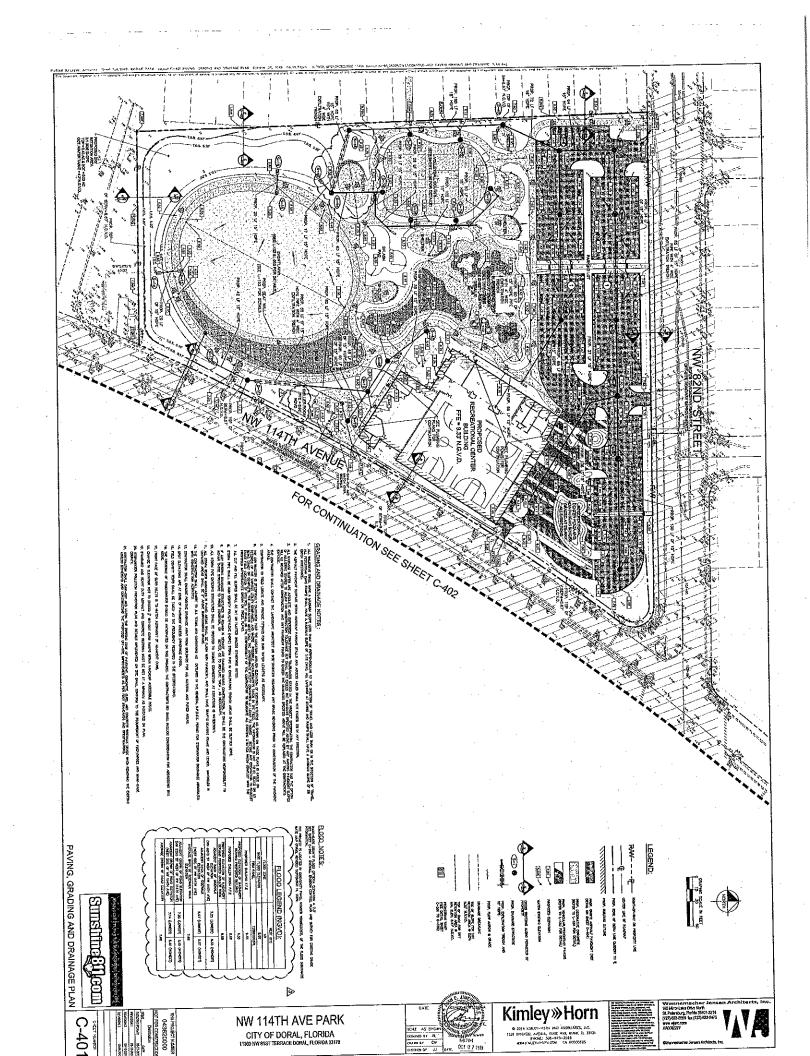


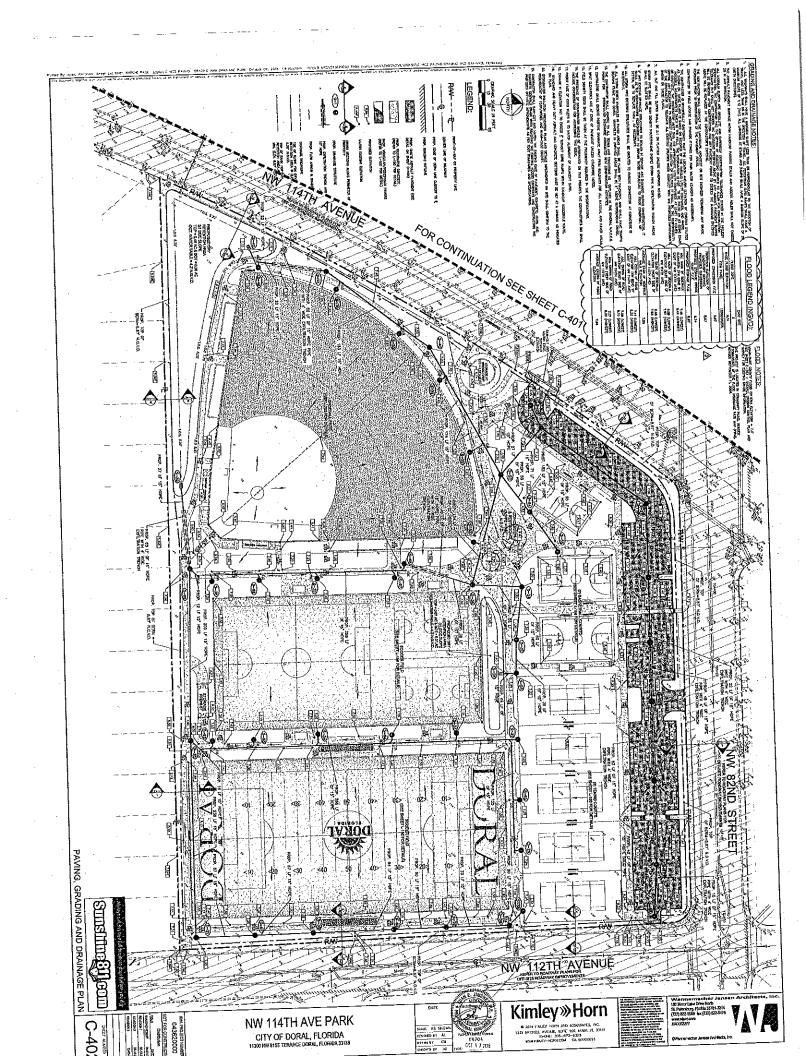


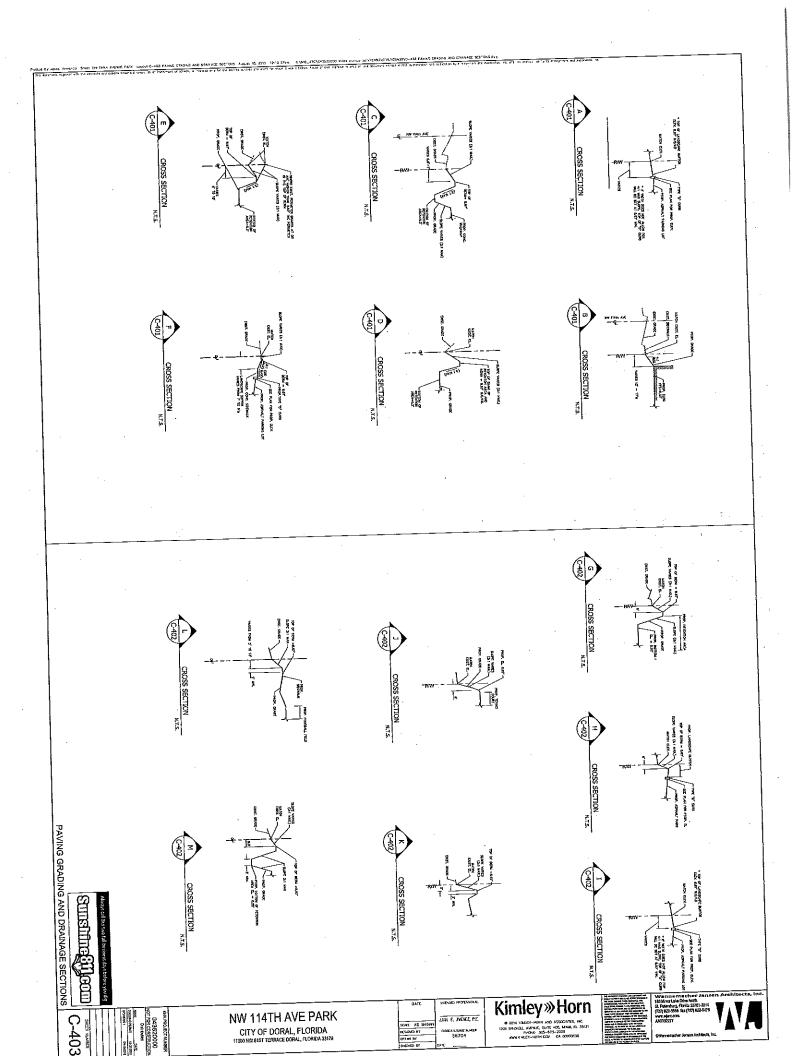


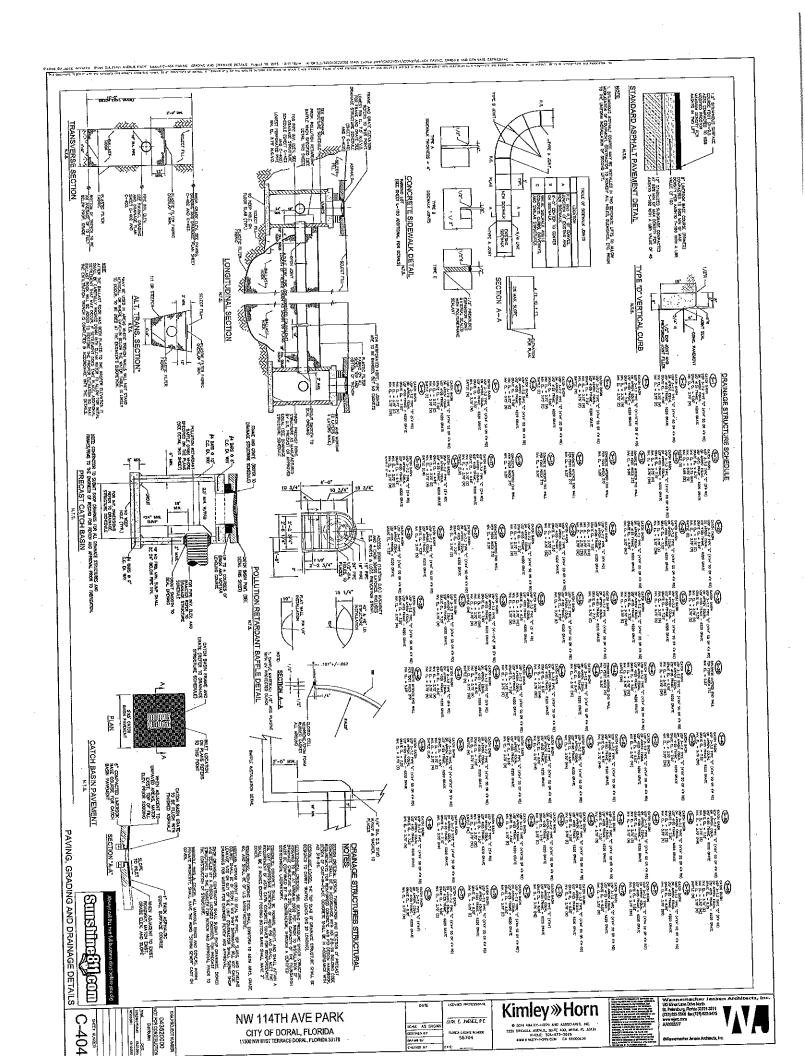


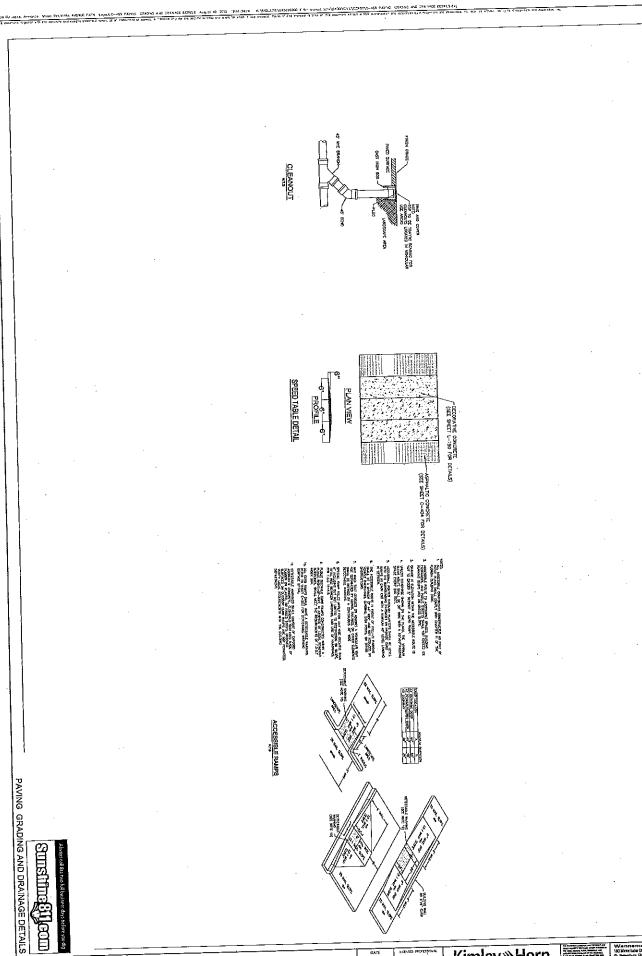












C-405

NW 114TH AVE PARK
CITY OF DORAL, FLORIDA
11303/NY 81ST TERRACE DORAL, FLORIDA 33378

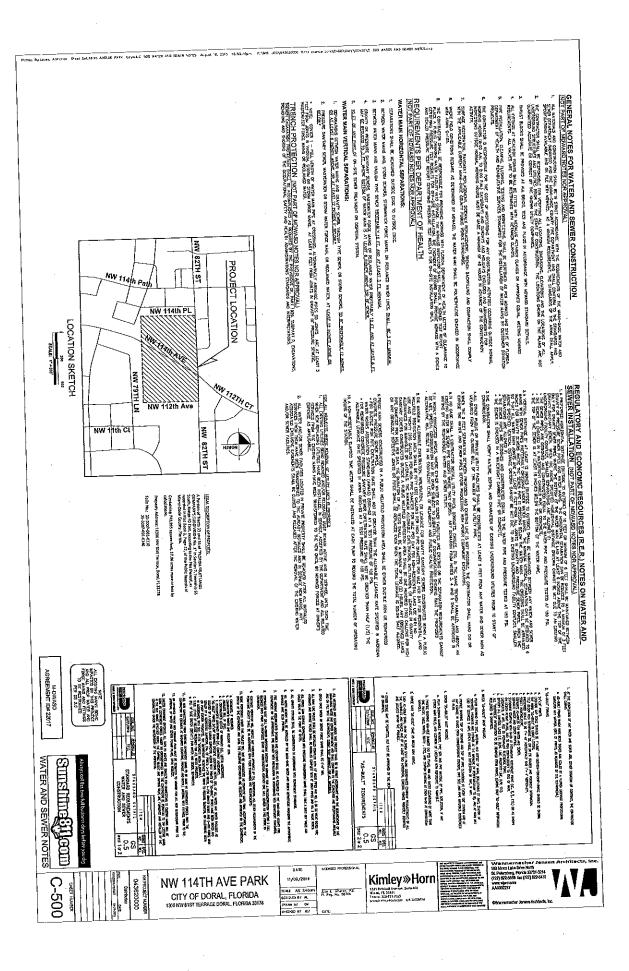
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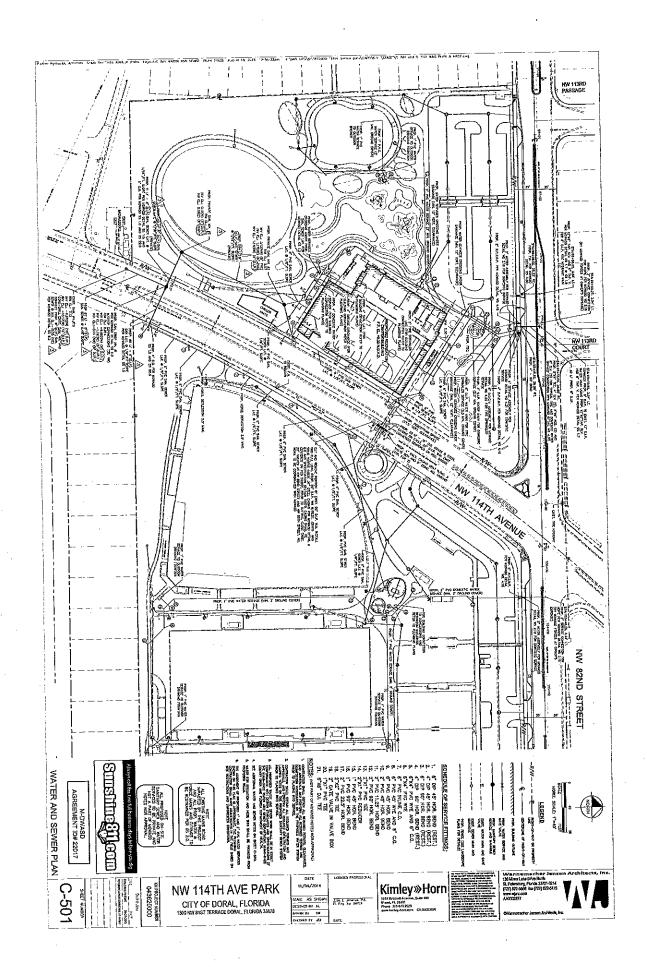
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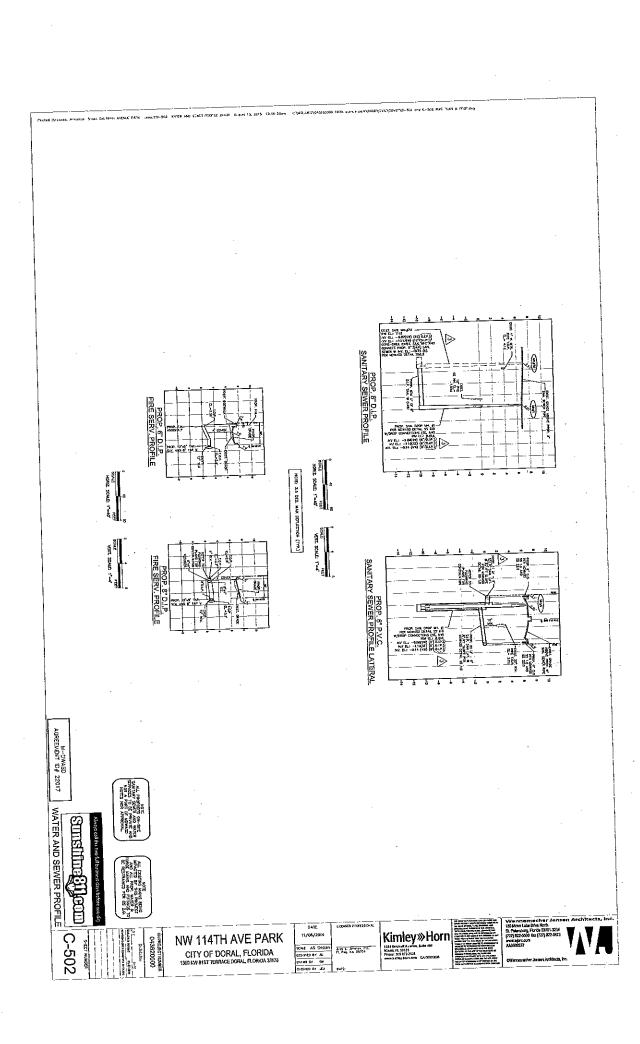
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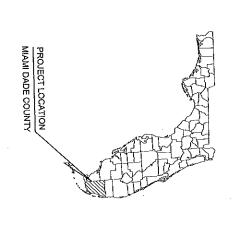
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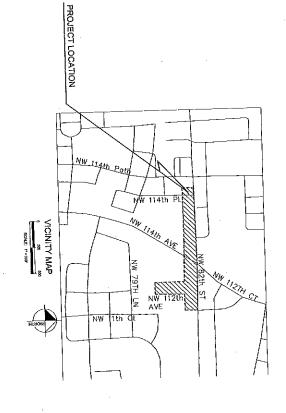


CITY OF DORAL

8401 NW 53rd Terrace Doral, Florida 33166

NW 82nd STREET WIDENING

394 LF EAST of NW 112th AVENUE NW 113th PASSAGE to



M. E.P. ENGRICER
TAG ENGREENING FOR ARCHITECTURE
BY THUSE CAROLD NOVE, BUTTE AND
RIVAL TAGRIDA, 2019
FORCE: 20-2 ROSESS
CONTACT: BRUNN C. CHEEN

CIVIL ENGINEER
MALEY-MORK & ABROCHTON
1922 BRICKELL ANENUE, BUTE 490
1924 BRICKELL ANENUE, BUTE 490
1924 BRICKE SUCHET-2023
CONTACT: JUNA UNINEEZ

PROJECT TEAM:

GEOTECHNICAL ENGINEER
PROFESSION SEVOCE RINNSTRUCE, IN
THE NAME OF THE PROFESSION OF





NW 82nd STREET WIDENING
CITY OF DORAL, FLORIDA
8101 NW SCHI TERRACE DORAL, FLORIDA 33160

Kimley >>> Horn

5 2014 SPACE-WORK AND ASSOCIATES, INC.
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PROSES, SPACE-125-2015,
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Kimley»Horn

© 2014 KRUEY-HORN AND ASSOCIATE, INC. 1221 BRIDGEL ANT SUITE 4CQ, MIANI, R.; 33131 PHONE: 303-073-2025
WHINLITH-HORN.COM CA 00000090

PLANNING AND ZONING
CITY OF DOMAL
ELANNING & ZONING DE ARTMENT
BORNL, PLASTO
PHONE: 305400-075

FIRE PREVENTION
MANUSABLE GOVERN FIRE DEVARRABLY
15000 DAY 25 ST
MINAN, PLORIDA 20175
PHONE: 706-315-2171

MANN-DADE COUNTY PUBLIC WORKS
MEMIDISE COUNTY WARE WANGENER OF THE PROPERTY WAS TO WARE WANGENER OF THE PROPERTY DEPOSITION OF THE PROPERTY DATE IND THE WIND THE STREET, DATE IND THE WANGENER WAS TO SEE

WATER AND SEWER
MANA-ADE COURTY
WATER AND DEWER DEPARTMENT
SUTA OL LA JEUNER DE
WINAL, FL COME

LIST OF CONTACTS:

BIA DATA IS NATIONAL GEODETIC VERTICAL DATIM OF 1929 (NGVO 29) AND DETERMINED FROM MIAMI-DADE COUNTY BENCHMAKS, BM-35 AND N-472. HORIZONTAL DATA IS BASED ON THE STATE PLANE COORDINATE SYSTEM, FLORIDA BAST ZONE, NAD OF 1983, ADJUSTMENT OF 1990.

ANY N.G.V.D. BENCH MARK MONINGY'S WITHY THE LIMITS OF CONSTRUCTION ARE TO BE PROTECTED AND PROPERTY RETURNING BY A RECENTED—MON ANY N.G.V.D. BENCH MARK MONINGY SWELT OF BENCHMON SUB-CONSTRUCTION OF THE PROPERTY OF PROPERTY OF SHEET OF SHEET OF THE PROFESS OF TH

AL PUBLIC LAND CORRERS AND MONUMENTS WITHIN THE LIMITS OF CONSTRUCTION ARE TO BE PROTECTED BY THE CONTRACTOR AS FOLLOWS. COSMESS AND MONUMENTS WITHIN THE WORK AND IN DANCER OF BEING DAY THE CONTRACTOR SHALL BE PROPERTY PERTHELICATED SEASON, TO RECONSING WORK AT SURVEYING AND ADDRESS OF THE CONTRACTOR SHALL BE FROM THE LIMIT SHOWN OF THE WORK. ALL SUCH CORNESS WORK TO RECONSING WORK AT THE STATE THE CONTRACTOR SHALL BETAIN THE LIMIT OF THE FROM THE CONTRACTOR SHALL BETAIN TH

ALL STATIONS AND OFFSETS REFER TO CENTERLINE OF CONSTRUCTION NW 82 STREET AND NW 112 AVENUE.

FOOT DIVISION 1 SECTION 5-3 CONFORMITY OF WORK WITH CONTRACT DOCUMENT IS REVISED TO RECURRE FINISH GRADES TO VARY NO MORE THAN O.05 FEET FROM GRADES SHOWN IN THE PLANS.

THE CONTRACTOR SHALL MAINTAIN STATIONING WITH SURVEY STAKES AND MAINTAIN THE STATION MARKS VISIBLE UNTIL FINAL INSPECTION.

BASELINE CONTROL SURVEY CONDUCTED BY HADDINE CORP., PLEASE CALL MR. ABRAHAM HADAD, PSM AT 205-256-1188 CONDERNING SURVEY RELATED OURSTIONS. ALL CONSTRUCTION SHALL BE IN STRUCT ACCORDANCE WITH THE REQUIREMENTS OF THE CITY OF DORAL, FLORIDA'S TURNING ENTERPRISE, AND ANY OTHER SEATE OR CONTRACTION OF THE INTERFECTION, IT IS THE INTERF CONTRACT OR ANY APPLICABLE CODES AND ANTHORITES MANNO AMBIECTOR.

ANY DISCREPANCES BETWEEN THESE PLANS AND APPLICABLE CODES SHALL BE IMMEDIATELY BROUGHT TO THE ATTENTION OF THE PROJECT EXEMEER.

THE COLITION AND SIZE OF THE UTILITIES SHOWN IN THE PLANS ARE BASED ON AVAILABLE METCHANTON PROMOBED BY JUILITY OWNERS AND SHOULD BE TO CONTROL AND SHOULD BE THE COLITION AND SIZE OF THE UTILITIES SHOWN IN THE PLANS AND THE COLITION OF SHAPED AND THE COLITION AND ALL REPORTS AND THE COLITION OF SHAPED AND THE COLITIONS SHAPED AND THE COLITION OF SHAPED AND THE COLITIONS SH

72 CONTRACTOR SHALL CONTACT SUNSHINE STATE ONE-CALL AT 811 AT LEAST TWO (2) SULL WORKING DAYS PRICH TO PERFORMING ANY DIGGING TO VEHIFY THE EXACT LOCATION OF EXISTING UTLUTES. A CONTRACTOR'S REPRESENTATIVE, MUST BE PRESENT WHEN UTILITY COMPANIES LOCATE THEIR FAGULTES. THE CONTRACTOR IS TO USE CAUTION WHEN WORKING IN OR AROUND AREAS OF OVERHEAD AND UNDERGROUND STILLIES.

KNOWN UTILITY COMPANIES IN THE PROJECT UNITS INCLUDE, BUT ARE NOT LIMITED TO:

COMEANY ATAT DISTRIBUTION COMCAST CABLE FLORIDA POWER AND LIGHT FLORIDA POWER AND LIGHT MIAMI-DADE WATER AND SEWER DEPARTMENT MIAMI-DADE WATER AND SEWER DEPARTMENT

TELEPHONE 305-22-8745 954-447-8405 960-868-9554 800-868-955, X256 766-268-5255

THE CONTRACTOR IS ADVISED THAT PROPERTIES ADJACENT TO THE PROJECT HAVE JEECTRIC, TELEPHONE, GAS, WAITER, AND/OR SENER SERVICE LATERALS WHOH MAY NOT BE SHOWN IN FLANS. THE CONTRACTOR MUST REQUEST THE LOCATION OF THESE LATERAL SERVICES FROM THE UTILITY COMPARIES. THE ADDITIONAL MAY NOT FOR ANALYSING, INSTALLING, BACKFLLING, AND COMPACTING AROUND THESE LATERAL SERVICES MUST BE INCLUDED IN THE BID RELATED TEM FOR THE WORK BEING DONE. CONTACT
STRE MASSIE
LEONARD MAXWELL-NEWBOLD
TRACY STERN
GEORGE BROWN
SERGIO GARCIA

ANY DAMAGE TO PUBLIC OR PRIVATE PROPERTY SHALL BE RESTORED WITHIN 48 HOURS BY THE CONTRACTOR AT NO COST TO THE OWNER, UNLESS OTHERWISE AGREED IN WRITING BY THE OWNER.

ANY DAMAGE TO ANY OF THE EXISTING FACILITIES INCLUDING FENCIS, ITS FACILITIES, STREET USHTING ETC., DUE TO CONSTRUCTION OPERATIONS, MIL BE REPARED/REPLACED AS PER THE MAMA-DAGE COUNTY'S OR CITY OF DORAL DESIGN STANDARDS CURRENT EDTHON AT THE CONTRACTOR'S EMPENSE.

CLEARING AND GRUBBING, GRADIKE AND OTHER INICIDENTAL WORK NECESSARY FOR HARMONIZATION OUTSIDE R/W SHALL BE INCLUDED IN RELATED BIO TEMS.

ALL GRASS AREAS AFFECTED BY CONSTRUCTION SHALL BE RE-SODDED.

THE CONTRACTOR SHOULD TAKE SPECIAL HOTE OF SZL CONDITIONS THROUGHOUT THIS PROJECT, ANY SPECIAL HORING, SMETTING OR OTHER PROJECTIVE CONTRACTOR SHOULD TAKE SPECIAL HOTE OF SZL CONDITIONS AGUACINI UTULITES DIPING THE EXCANATION OF SUBSCIL MATERIAL AND EXPLITATION TRENCH, OR PROJECT JOUANCENT PROPERTY, PUBLIC OR PRIVATE NOLLOWING MALACINI UTULITIES DIPING HE EXCANATION OF THE CONTRACTOR.

F SHETING, SHORNIG, OR DEWATERNIG, INCLIDING WELL POINTS ARE NECESSARY, THE CONTRACTOR MUST JUDITOR AND CONTROL ALL WORK THAT MAY CAUSE OFFICIARS, OF TO ANY ADJACENT BUILDING, STRUCTURE, OR PROPERTY AREA, THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY DAMAGES CAUSED BY THESE OFFICIANCS. COST OF SHEETING, SHORNIG, OR DEMATERING SHALL BE MOLJUED IN THE RELATED BIJ TEM FOR THE MORK BEING DONE.

THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING THE DEWALDING PERMIT, COST OF THE PERMIT ACTIVITIES, AND THE TO PROCLIEE THE PERMITS, USENCES AND CIVE NOTICES WITH FREATHED BID TEM FOR THE WORK BEING DONE, CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL PERMITS, USENCES AND CIVE NOTICES THE APPROPRIATE ASSIGNS TO COMPLETE THE PROJECT.

ķ CONTRACTOR SHALL COMPLY WITH THE RECUIREMENTS OF THE EPA AND NATIONAL POLLUTION DISCHARGE ELMINATION SYSTEM (NPDES). EMILORATORY OF PRE-TRENCHING IN THE ALIGMENT AND GRADE OF PROPOSED PIPES, STRUCTURES, FRENCH DRAINS, CONDUITS, POLE FULNDATIONS AND/OR SUB-CRAADE SHALL BE PREFOUND STATE DAYS IN ADVINCE OF TIS CONSTRUCTION AS DRECTED SHALL BROWNERS SHALL PROVIDE UNDERGROUND UTULT OWNERS SHALL BE PREFOUND SHALL PROVIDE SHALL PROVIDE SHALL BROWNERS AND THE SHALL BROWNERS AND SHALL BE INCLUDED IN SHALL BROWNERS AND SHALL BE INCLUDED IN THE CONSTRUCTION AND SHALL BE

ALL TRENCH EXCAVATIONS SHALL BE PERFORMED IN FULL COMPLIANCE WITH THE PROVISIONS OF THE TRENCH SAFETY ACT.

THE CONTRACTOR WILL RESTRICT PERSONNEL. THE USE OF EQUIPMENT, AND THE STORAGE OF MATERIALS TO AREAS WITHIN THE LIMITS OF CONSTRUCTION AND DESIGNATED STAGING AREA.

ALL DISPOSAL OF MATERIALS, RUBBISH, AND DESRIS SMALL BE MADE BY THE CONTRACTOR AT A LEGAL DISPOSAL SITE OR BY OTHER PRIOR APPROVED MANUER, ALL COSTS ARE TO BE INCLUDED IN PAY ITEM 102-1 MAINTENANCE OF TRAFFIC, MATERIAL CLEARED FROM THE SITE AND DEPOSITED ON ADJACENT OR NEARBY PROPERTY MILL NOT BE CONSIDERED AS HAVING BEEN DISPOSED OF SATISFACTORILY. ALL EXCESS MATERIAL, AS DESIGNATED BY THE ENGINEER, IS TO BE DISPOSED BY THE CONTRACTOR IN AREAS PROVIDED BY HIM WITHIN 72 HOURS OF BEING DEPOSITED IN THE CONSTRUCTION AREA AND AT THE CONTRACTOR'S EXPENSE.

28. ANY KKOWAI OR SUSPECIED HAZARDOUS MATERIAL FOUND ON THE PROJECT BY THE CONTRACTOR SHALL BE IMMEDIATELY REDORTED TO THE PROJECT ENGINEER, AND THE CONTRACTOR SHALL TREAT/DISPOSS OF SUCH MATERIAL APPROPRIATELY. THE CONTRACTOR SHALL REAMORE FOR INVESTIGATION, DENTECATION, AND REMEDIATION OF THE HAZARDOUS MATERIAL. THE CONTRACTOR SHALL PELLOW ALL APPLICABLE PERMIT REQUIREMENTS FOR TREATMENT/DISPOSAL OF ANY SUCH VATERIAL. COST TO BE INCLUDED IN ASSOCIATED PRIVATION FOR THE WORK BEING DONE.

29. EMSTING ABOVE GROUND FEATURES ARE SHOWN ACCORDING TO THE AVAILABLE DATA AND MAY NOT ACCURATELY REFLECT PRESENT CONDITIONS, CONTRACTOR SHALL BE RESPONSIBLE FOR FAMILIARIZANO HIMSELF WITH CURRENT SITE CONDITIONS, AND SHALL REPORT DISCREPANCIES TO THE ENGINEER PRIOR TO STARTING WORK.

CONTRACTOR IS TO YESTY THE EXACT LOCATION OF ALL EXISTING TREES, STRUCTURES AND UTILITIES, WHICH MY NOT BE SHOWN CONTRACTOR IS TO YESTY THE EXACT LOCATION OF ALL EXISTING TREATS FOR THE EXISTING TREATS AND THE EXIST SECTION OF THE THORNESS. AND EXISTING TREATS OF CONTRACTOR SECTIONS UNDER THIS CONTRACT, AS DETERMINED BY THE ENGINEER, DAMAGEN, DEVELOP A NOTIONAL COST TO THE DIWIES.

ដ THE CONTRACTOR SHALL PREPARE AND SUBJIT SHOP DRAWINGS FOR ALL ITEMS USED IN THIS PROJECT. THE CONTRACTOR SHALL USE A STREET SWEEDER (USING WATER) OR CITIER EQUIPMENT CAPABLE OF CONTROLLING AND REMOVING DIST ON A DAILY BASIS. APPROVAL OF THE USE OF SICH EQUIPMENT IS CONTINGENT UPDN ITS DEMONSTRATED ABILTY TO DO THE WORK.

WHEN DISSMILAR MATERIAL CONNECTIONS ARE MADE, SUCH AS CONCRETE TO METAL, THE DISSMILAR MATERIAL SHALL BE SEPARATED BY CONTING THE CONTACT SUPPLACE WITH AN APPROVED NON-TOXIC BIUMASTIC MATERIAL. THE CONTRACTOR IS RESPONSIBLE FOR KEEPING EXISTING AND NEW INJETS CLEAN OF MILLING MATERIAL LIMEROCK, DEERIS, ETC. DUBING CONSTRUCTION AT NO ADDITIONAL COST TO THE DIWIER, ALL LINES AND STRUCTURES SHALL BE CLEANED PRIOR TO THAL INSPECTION AND ACCEPTANCE.

CAST IRON PRODUCTS: HEAVY-DUTY CLASSIFICATION SUITABLE FOR HIGHWAY TRAFFIC LOADS OR 16,000 LBS WHEEL LOADS.

EXISTING DRAINAGE STRUCTURES WITHIN THE LIMITS OF CONSTRUCTION ARE TO REMAIN IN PLACE UNLESS OTHERWISE NOTED ON PLANS. STEEL GRATING AND COVERS: TRAFFIC CLASSIFICATION H-20; 16,000 LBS OVER 8"X20" AREA.

ENSTING MANACLES AND INLETS SCHEDULED TO REWAN SHALL BE THROUGHLY CLEANED BY REMOVING ALL DEBRIS AND SEDIMENTS, AND THE INTERIOR SHALL BE SEALED WITH AN APPROVED NON-TOXIC BITUMASTIC SEALANT.

PRIOR TO CONSTRUCTION THE CONTRACTOR WILL INSPECT ALL EXISTING STRUCTURES WHICH ARE TO REMAIN AND NOTRY THE ENGINEER OF ANY COMPOUS STRUCTURAL DEPROCEMENCE, RELATED COST TO BE INCLUDED IN PAY—ITEM FOR CLEARING AND GRUBBING. CONTRACTOR SHALL ADJUST ALL EXISTING CATCH BASINS, GRATES, AND STORM MANHOLE COVERS TO WEET NEW FINISH GRADES WHERE APPLICABLE.

ELEVATIONS AND OFFSETS SHOWN AT DRAWAGE STRUCTURES REFER TO THE CENTER OF STRUCTURE/ GRATE UNLESS OTHERWISE NOTED

RADII ON CURB RETURNS ARE TO THE EDGE OF PAVEMENT UNLESS OTHERWISE NOTED.

PRIOR TO CONSTRUCTION THE CONTRACTOR SHALL VERIFY INVERT ELEVATIONS OF ALL PIPES WHICH ARE TO REMAIN AND NOTIFY THE ENGINEER OF ANY ELEVATION DEVIATIONS. THERE SHALL BE NO MORE THAN THEST LATERAL DRAWAGE INSTALLATIONS WITHOUT BACKTLLING, BACKTLLING OF LATERAL DRAINAGE SHALL NOT LAG MORE THAN 72 HOURS BEHND THE START OF EXCAVATION.

THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROVISION, INSTALLATION, AND MANTENANCE OF ALL TRAFFIC CONTROL AND SHFETY DEVICES, IN ACCORDANCE WITH SPECIFICATIONS OUTDINED IN THE LATEST PUBLIC WORKS DEPARTMENT MANUAL. THE MANUAL ON UNFOSMITTALFOC CONTROL DEVICES, AND THE FOOT DESIGN STANDARDS.

\$ MERE NEW PANEMENT MEETS EXISTING, CONNECTION SHALL BE MADE IN A NEAT STRAIGHT UNE AND FLUSH WITH THE ENSTRING PAREMENT.

47. AT NO COST TO THE CITY COMPLETE AS-BUILT INFORMATION RELATIVE TO LOCATION AND DEPTH OF PIPES, MANIGUES, ETC. SHALL BE ACCUMANTELY RECORDED BY THE COMPACTOR AND SUBMITTED TO THE MEMORY AND COMPANY OF THE MEMORY ALL ELEVATIONS SHALL BE SUBMITTED AND SUBMITTED AND SUBMIT RECORDED CHARGES ESTED SHARPERED SHARPENDED AND SUBMIT AND ON THE RECORDED CHARGES ESTED OF AS-BUILT BEIGHAMEN OF THE RECORDED CHARGES SHALL BE SUBMITTED ALONG WITH A CO CONTANNIO A DIGITAL COPY IN BOY AND COD TOMAKT.

4 DESIGN WATER TABLE ELEVATION: 4,20

THE IMPORNATION PROVINCE IN THESE DRAWNES IS SOLELY TO ASSIST THE CONTRACTOR IN ASSESSING THE INITIATE AND EXTENT OF CONDITIONS INFORMATION PROPRIETED FROM RECESSARY FOR MORK. THE CONTRACTORS ARE DROSCOED, PROFIT OF BRONGE OF CONDITIONS THAT DEED, AND RECESSARY FOR ARRIVE AT THERE DWA CONCLUSION REGARDING THE ACTUAL TO CONDITIONS THAT WILL BE ENCOUNTERED, AND UPON WHICH BIOS WILL BE BASED. MIAMI-DADE COUNTY FLOOD CRITERIA ELEVATION: 7.40

CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING A GENERAL CONSTRUCTION PERMIT (GDP) AND A NOTICE OF INTENT (NO) FROM DEP.

PORTABLE SANITARY FACILITIES SHALL BE PLACED AT AT LEAST 25 FEET AWAY FROM ANY WATER BOOK.

SIGNING AND PAVEMENT MARKINGS

52.

Ņ ALL SICHNO AND PARDLEST MARKANDS SHALL CONFORM WITH THE CURRENT EDITION OF THE MANUAL ON UNIFORM TRAFFIC CONTROL DENGES FOR STREETS AND HIGHWAYS AND THE PLOREDA DEPARTMENT OF TRANSPORTATION DESIGN STANDLARDS.

ş ALL EMSTRIO SIGNS AGE TO REMAIN UNLESS SPECIFED FOR REMOVAL IN PLANS, REFORE STARTING THE PROJECT THE CONTRACTOR WILL PERVEY EXISTING SHOWS ON THE PLANS TO BE RELICOATED OR TO RELIANA, THE CONTRACTOR WILL NOTIFY THE PROJECT DEVINES IN WINTING CHAIN MARKING SIGNS BEFORE CONSTRUCTION STARTS, SIGNS DAMAGED BY THE CONTRACTOR'S OPERATIONS IN BEFORE TO ANY MARKING SIGNS BEFORE CONSTRUCTION STARTS, SIGNS DAMAGED BY THE CONTRACTOR'S OPERATIONS IN BEFORE TO ANY MARKING SIGNS SHOWN OF THE CONTRACTOR'S OPERATIONS IN BEFORE CONSTRUCTION STARTS, SIGNS DAMAGED BY THE CONTRACTOR'S OPERATIONS IN BEFORE CONSTRUCTION STARTS, SIGNS DAMAGED BY THE CONTRACTOR'S OPERATIONS IN BEFORE CONTRACTOR OF THE CONTRACT

ALL PAYEMENT MARKINGS SHALL BE THERMOPLASTIC UNLESS OTHERWISE NOTED.

Ş REPLECTIVE PAVENERT MURKERS ARE TO BE PLACED ALONG THE ENTIRE LENGTH OF THE PROJECT AND SHALL BE PER PROT STANDARD WOCK NO. 17352.

THE CONTRACTOR SHALL REMOVE EXISTING MARKINGS BY FDOT APPROVED METHOD WITHOUT DAMAGE TO THE FRICTION COURSE. NATCH EXISTING PAYENENT MARKINGS AT THE BEGINNING AND AT THE EVO OF THE PROJECT WITHOUT JOCS OR OFFSETS.

SON ASSEMBLY LOCATIONS SHOWN ON PLANS WHICH ARE IN CONFLICT WITH LIGHTING, LITUTES, DRIVEWAYS, WHEELCHAIR RAMPS, ETC. WHAY BE ADMINED SLIGHTLY AS DIRECTED BY THE ENGINEER, EXTREME LOCATION CHANGES MUST BE APPROVED BY MAMI-DADE SIGNALS AND SONS DIVISION.

EXPRIORD ALLMINUM SIGN SUPPORT CLAMPS, ARE NOT ACCEPTABLE, ALL RELOCATED SIGNS MUST COMPLY WITH THE DESIGN STANDARDS AS IF THEY WERE NEW SIGNS, IF EXISTING CLAMPS, BRACKETS, POLES, ETC. NEED TO BE REPLACED THE COST SHALL BE INCLUDED IN THE RELOCATION PAY—ITEM.

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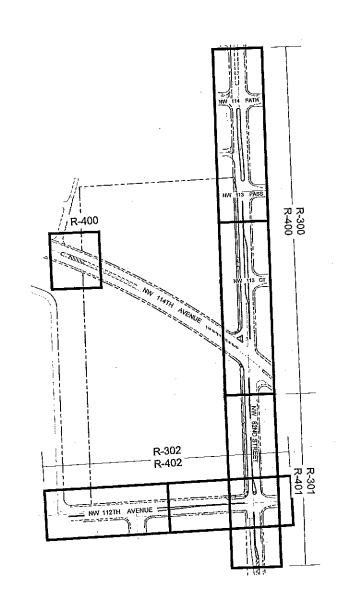
ROADWAY GENERAL NOTES

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NW 114TH AVE PARK

Kimley»Horn







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CITY OF DORAL, FLORIDA
8401 HW S340 TERRACE DORAL, FLORIDA S3169

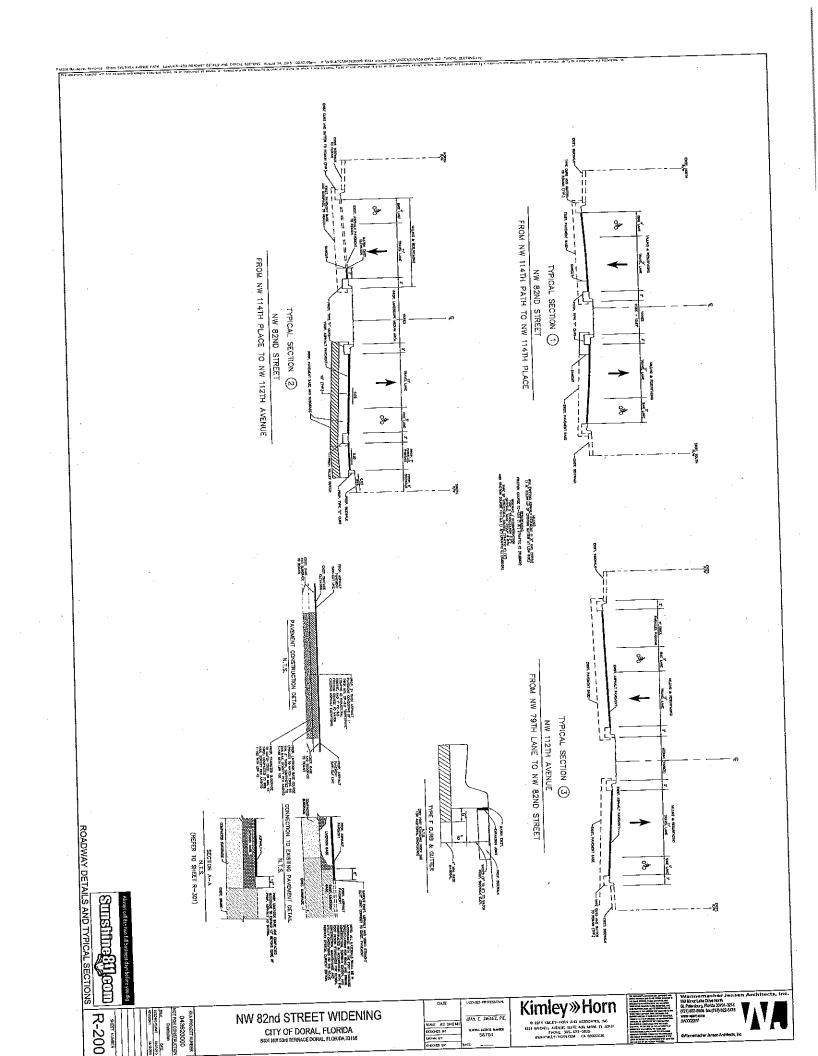
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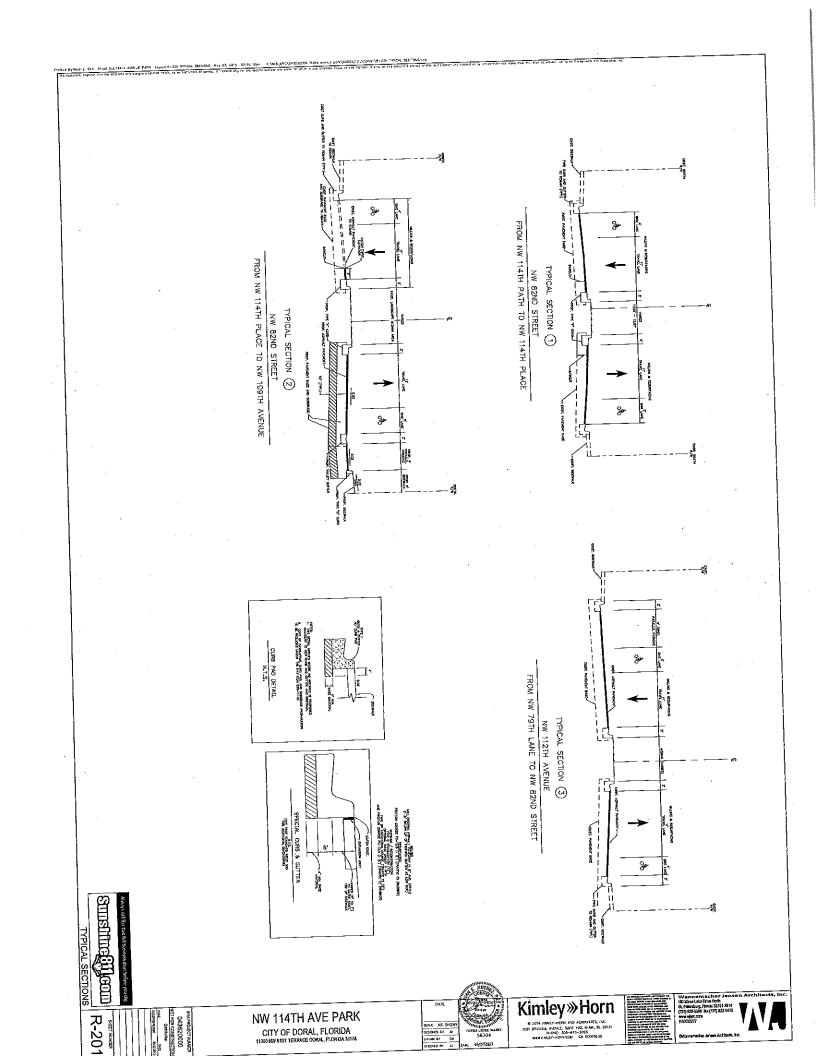
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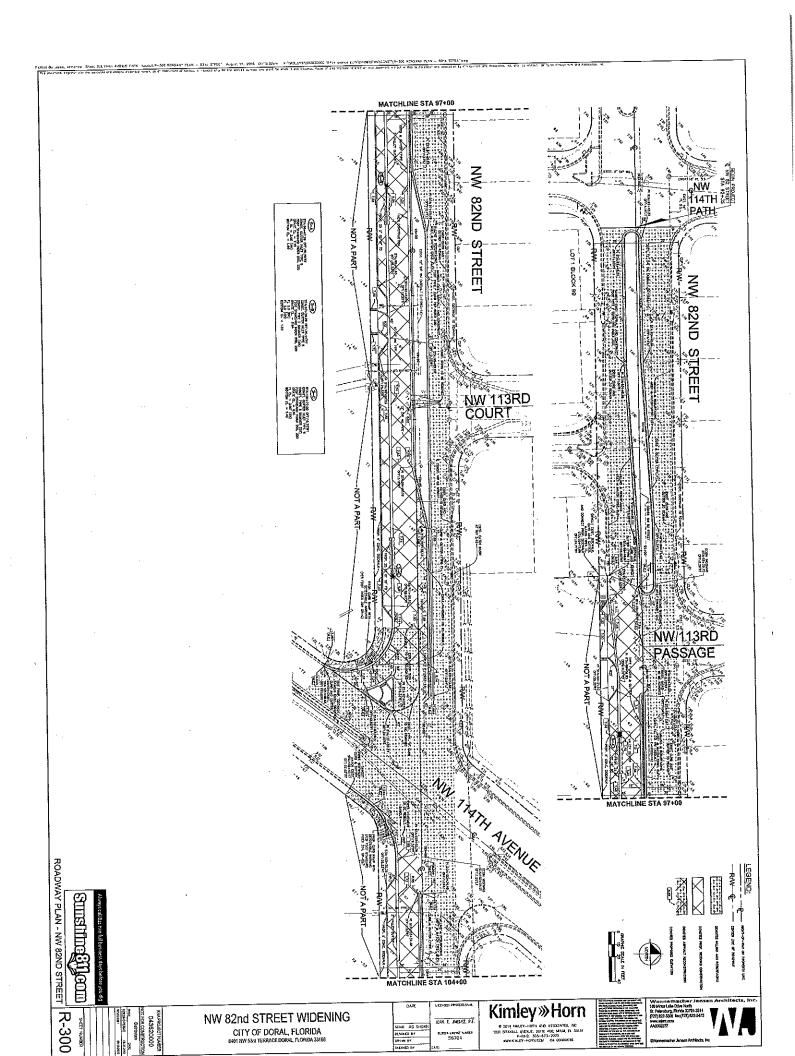
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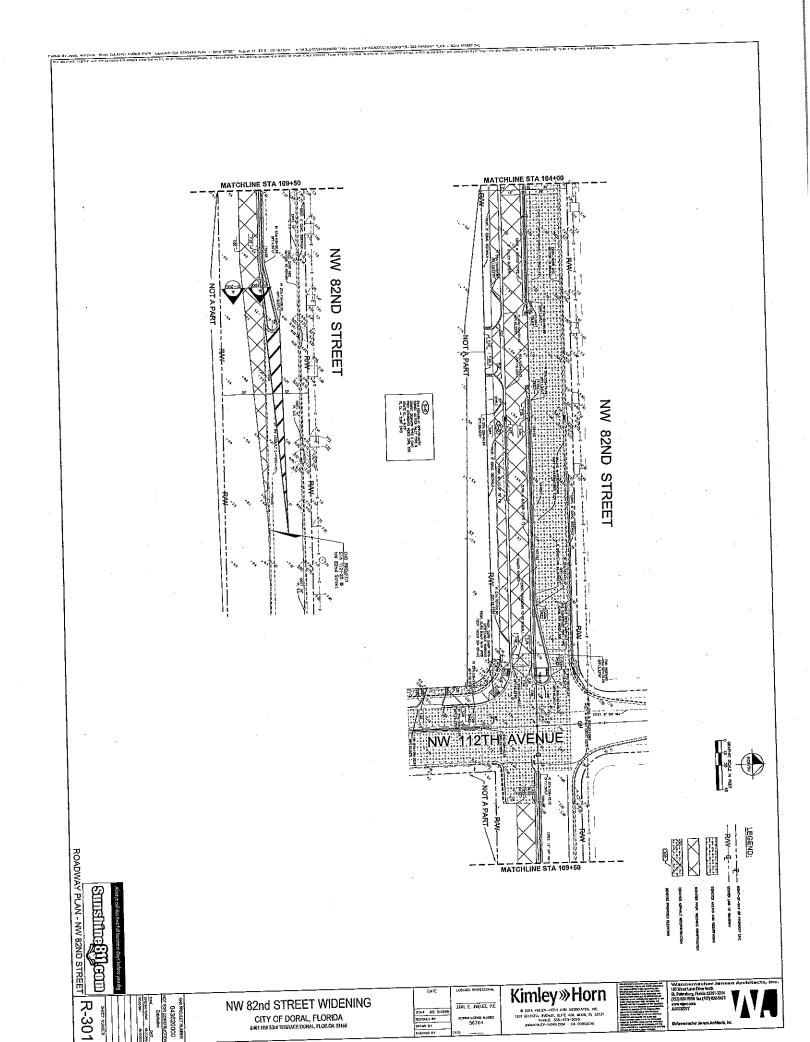
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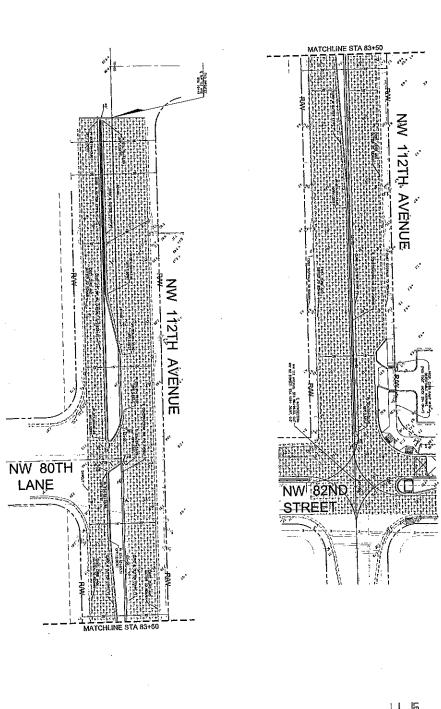
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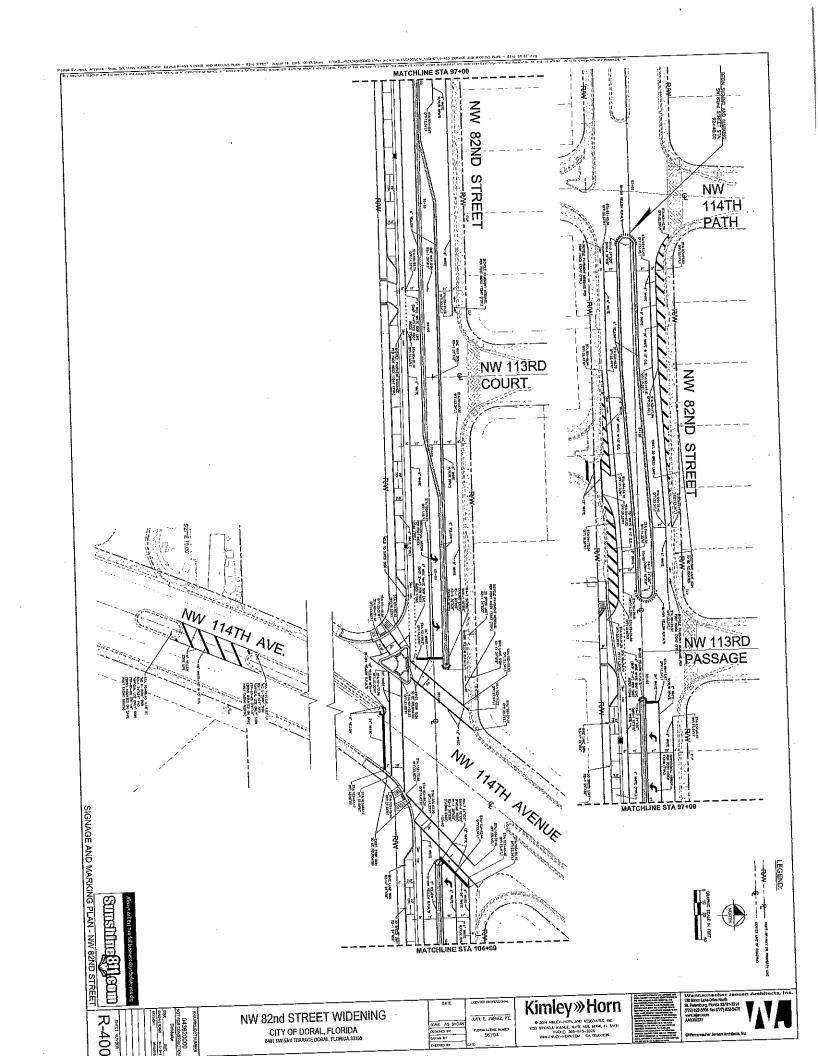
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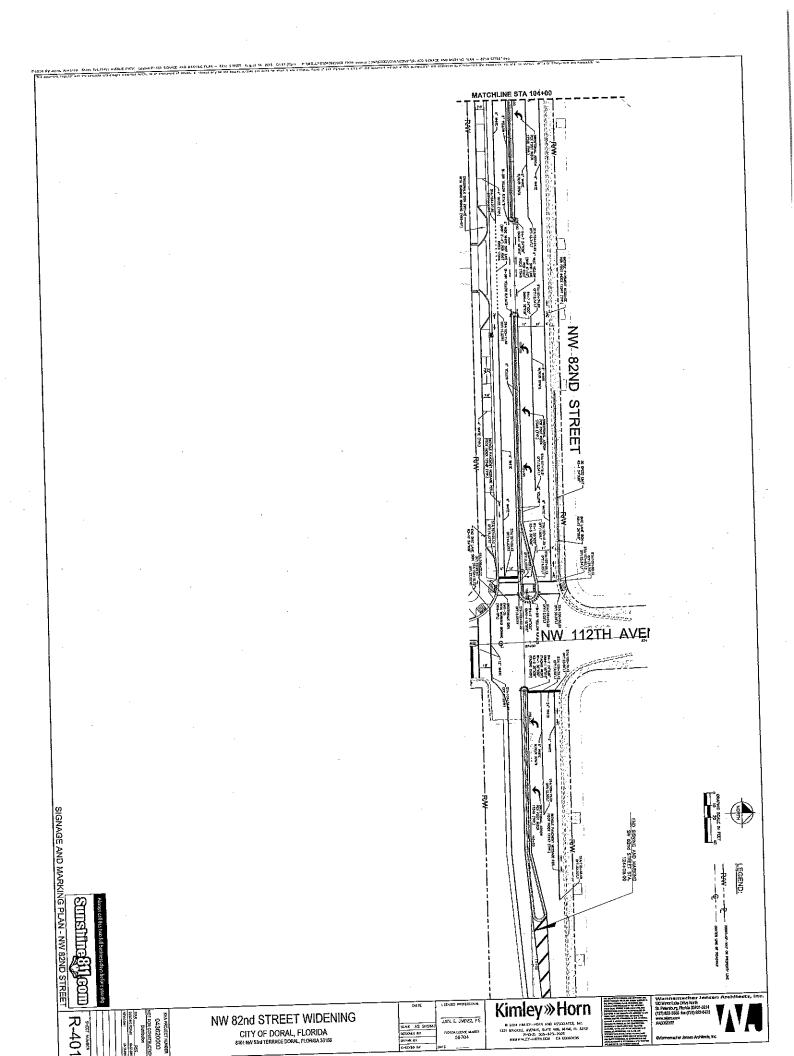


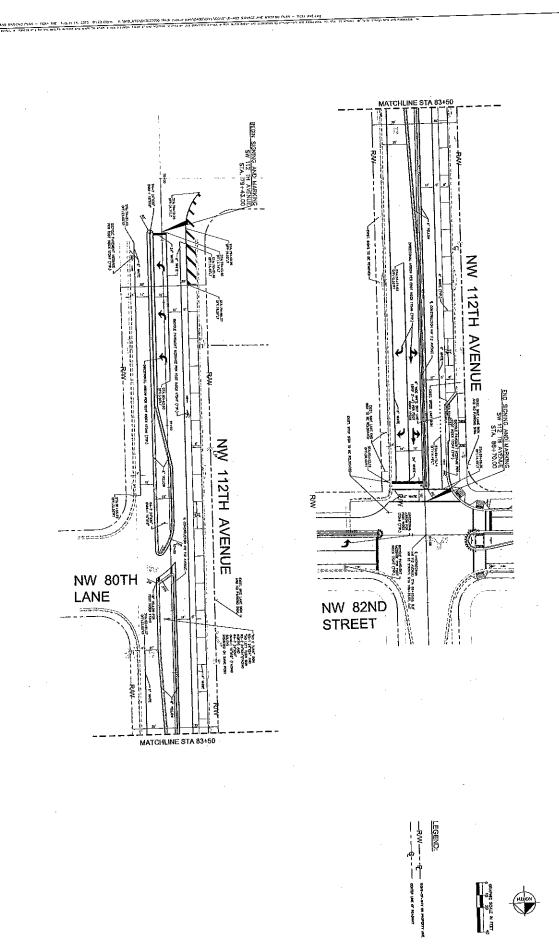
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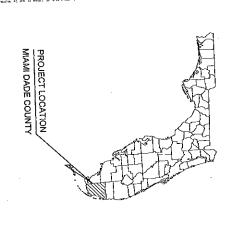


SIGNAGE AND MARKING PLAN - NW 112TH AVE

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Kimley >>> Horn

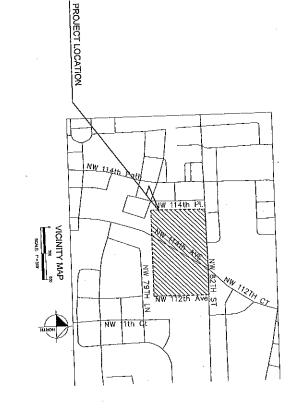
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NW 114TH AVENUE PARK

SECTION 7 TOWNSHIP 53-S, RANGE 40-E 11300 NW 81 TERRACE DORAL, FL 33178 NOVEMBER 2014

CONTRACT DOCUMENTS



M.E.P. ENGINCER
TIC CHARGENIN BY ARCHITECTURE
BY TAUT CARROLL BUTH 450
BIANK FLORIDA, 2018
PHONE SHORE ARCHITECTURE
CONTACT: BRIMN C. CRICKN PROJECT TEAM:

CIVIL ENGINEER

GIAZY-FIBR & ASSOCIATED

AZY DRUGGEL, ARENA, BAFE 600

RIMA, FERBIOLATION

PHONE: 305-078-200

CONTACT: JUAN JAMENEZ

CONTACT: JUAN JAMENEZ

GEOTECHNICAL ENGINEER
PROFESSONAL EXPERE NOVETHER, NO.
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ANDSOAPE ARCHITECT KLEYNORN E 2000CHTC 221 BROOKL ANTHUC BUITE 450 WAII, FLOREA 33101 HONG 300-073-222 CONTACT: GEORGE PUID

LIST OF CONTACTS:

PLANNING AND ZONING GET OF DOWN DELANNING TOWNS OFFATMENT DOWN IN CORRECCE DOWN FLORICS PHONE: MONEY-6725

LANDSCAPE ARCHITECT / CIVIL ENGINEER:

KHA PROJECT NUMBER

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FIRE PREVENTION

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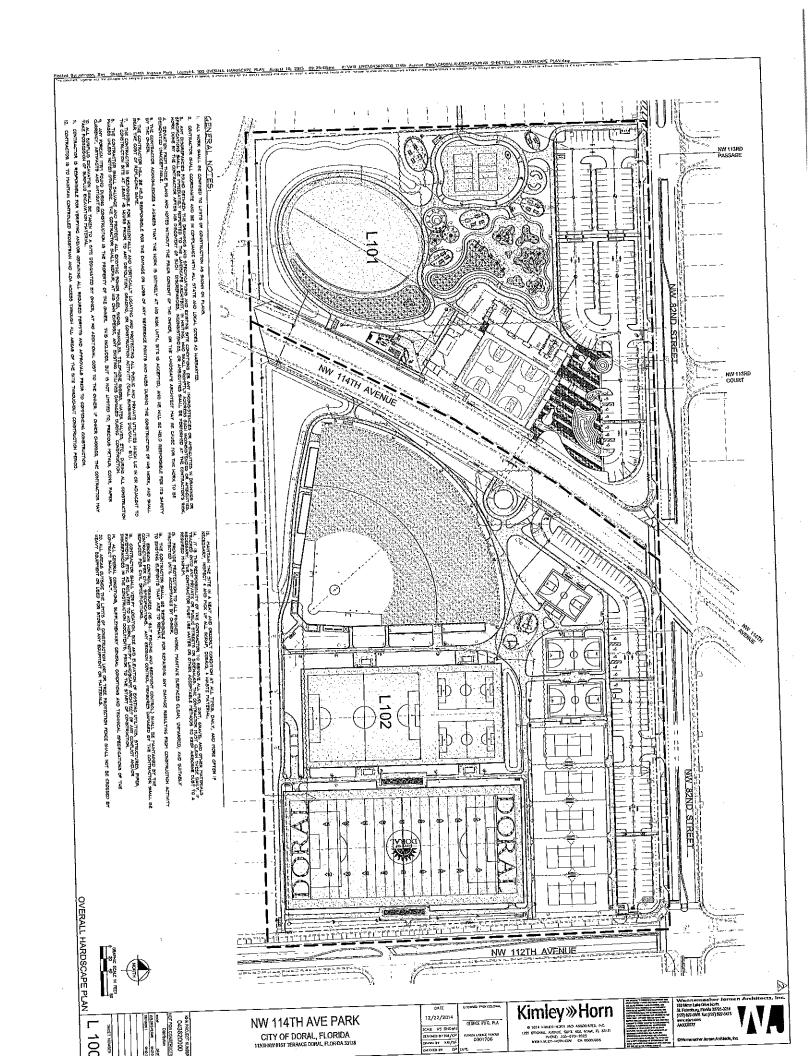
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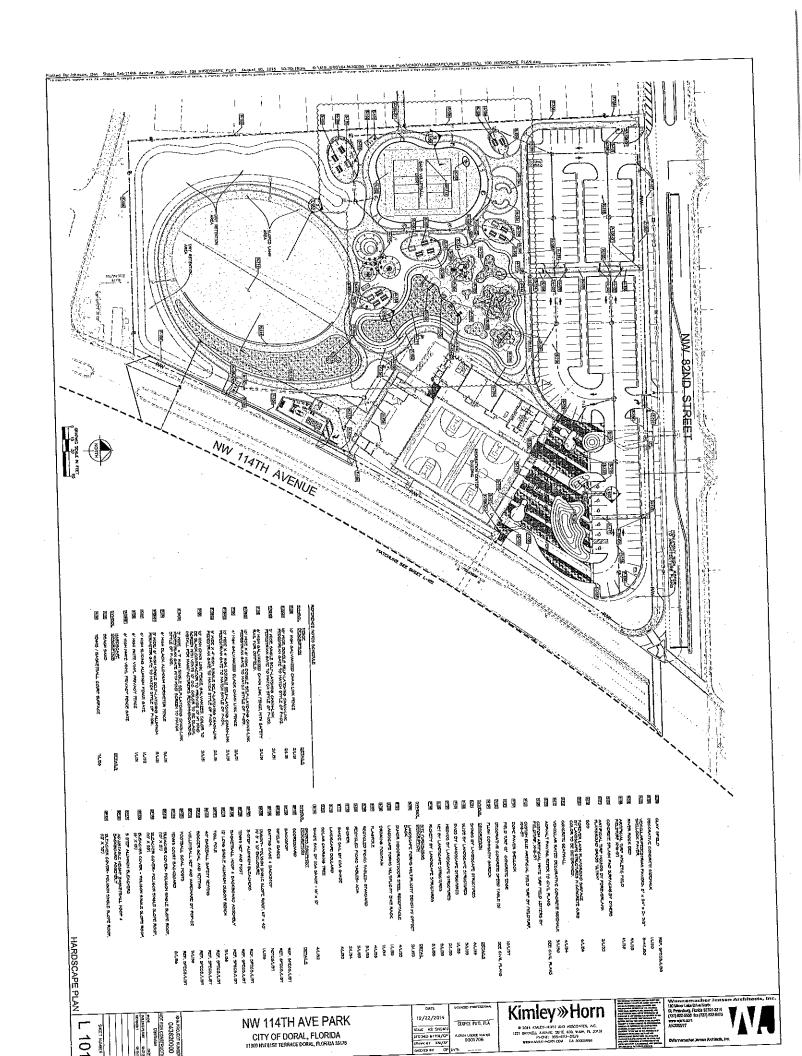
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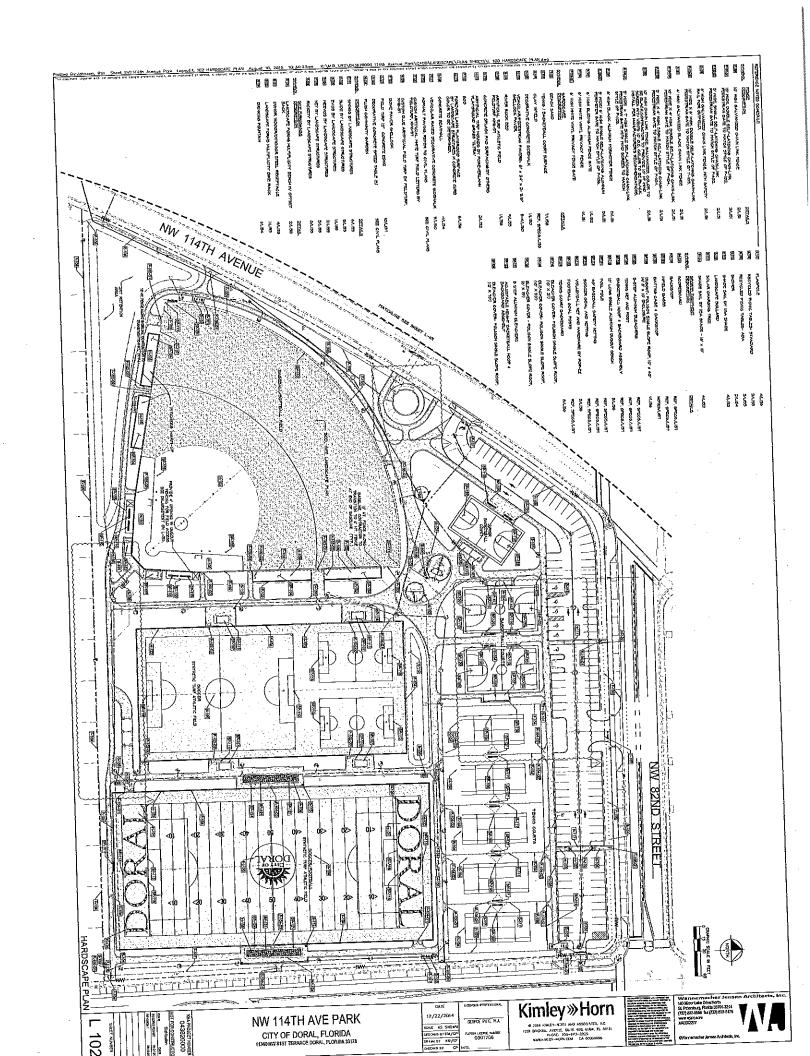
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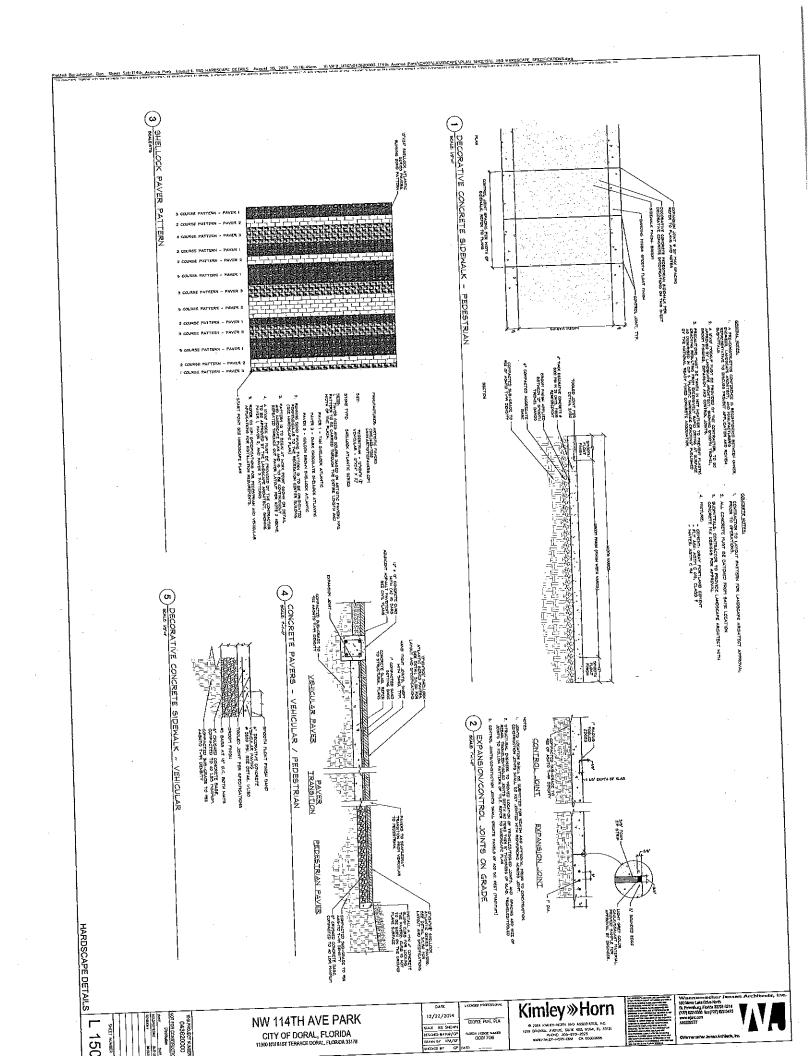
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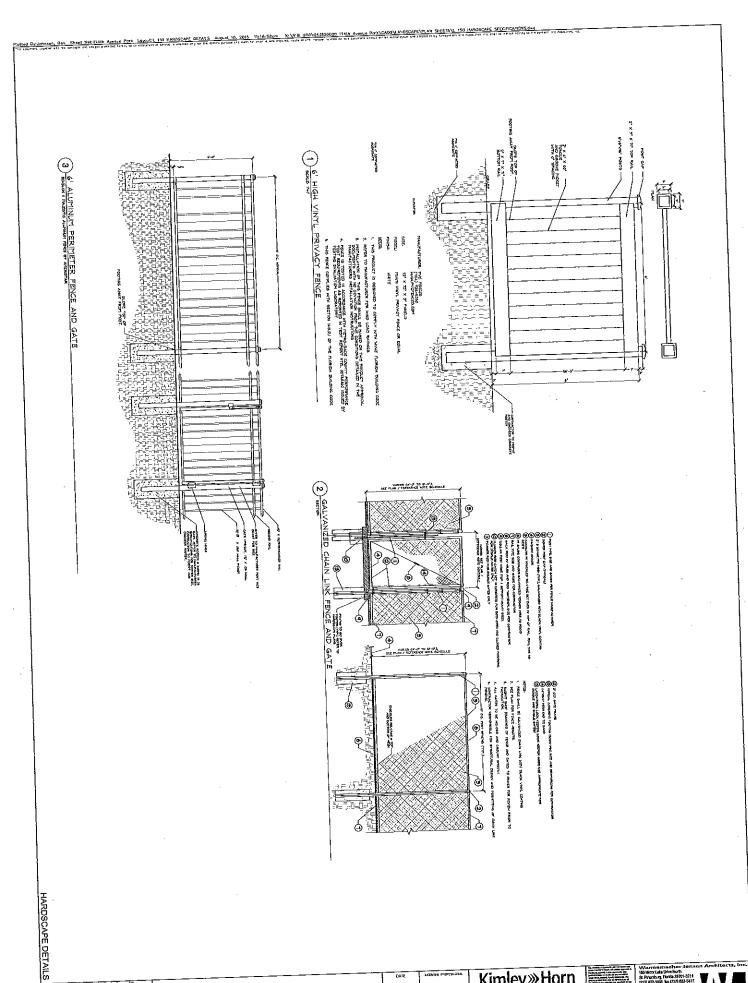
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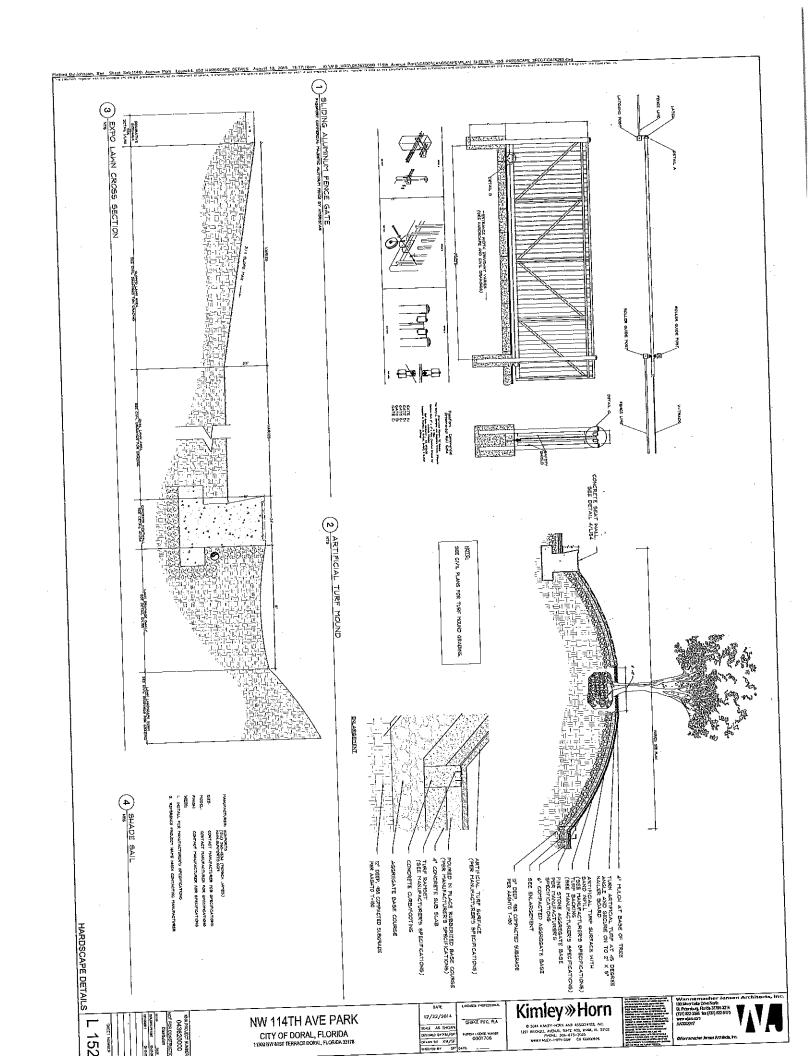
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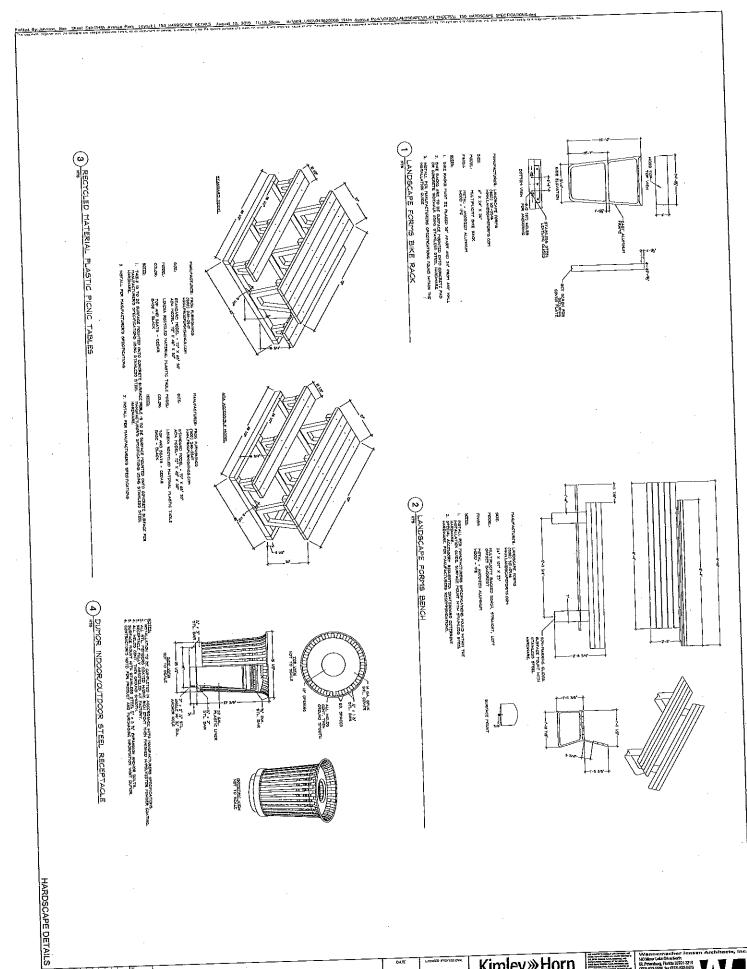
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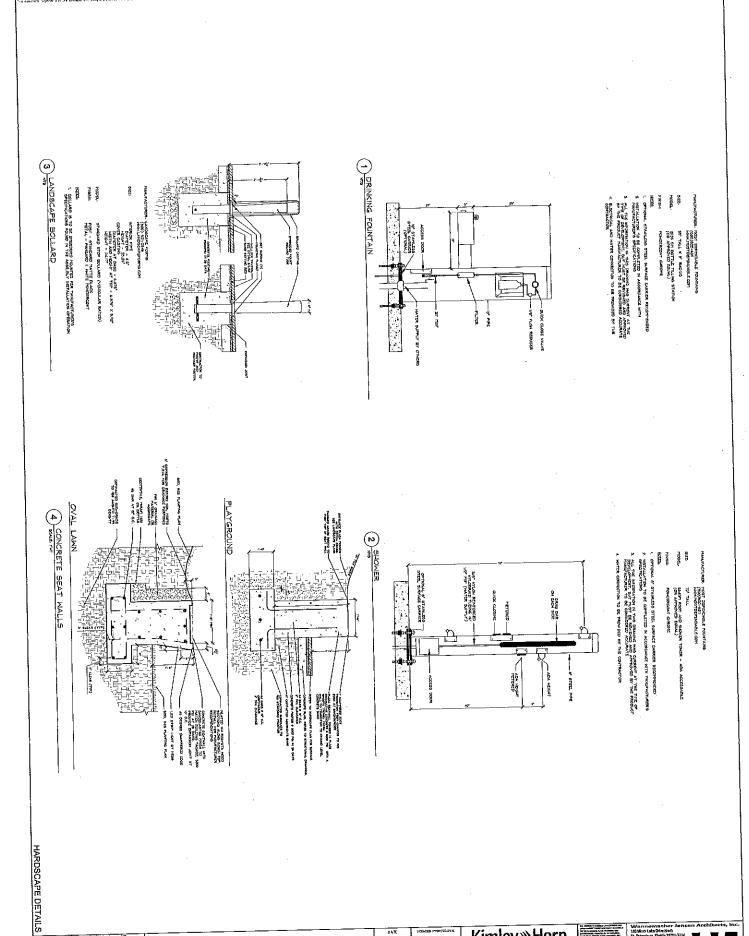
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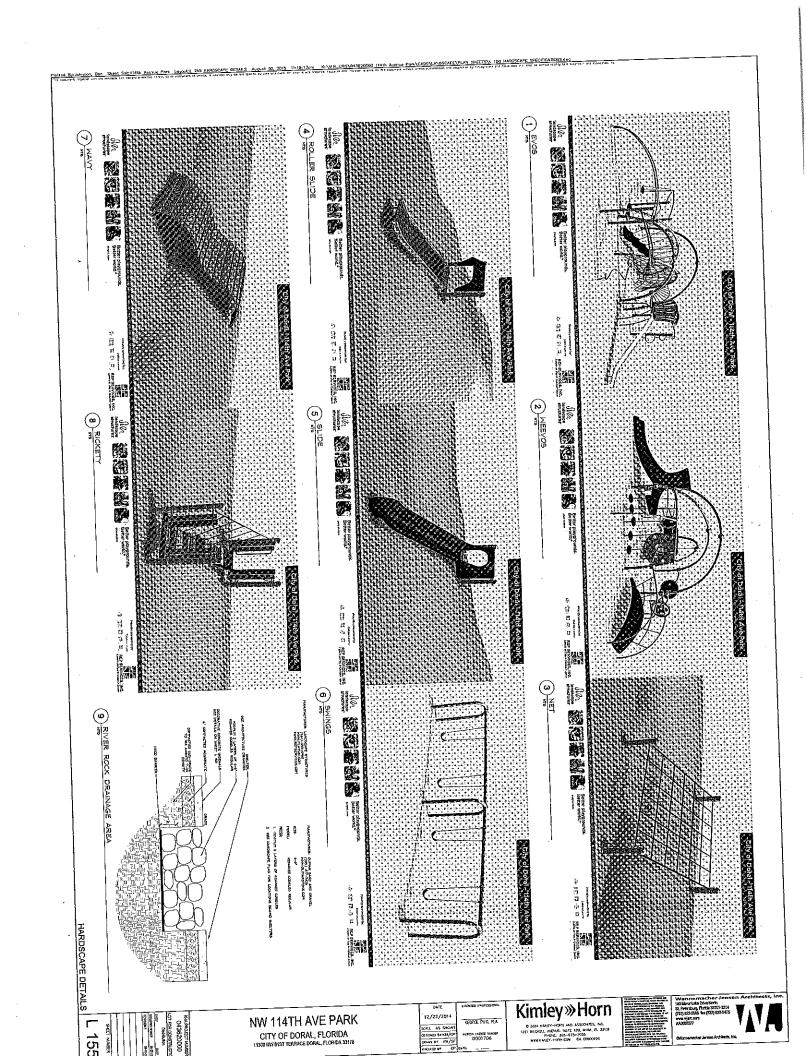
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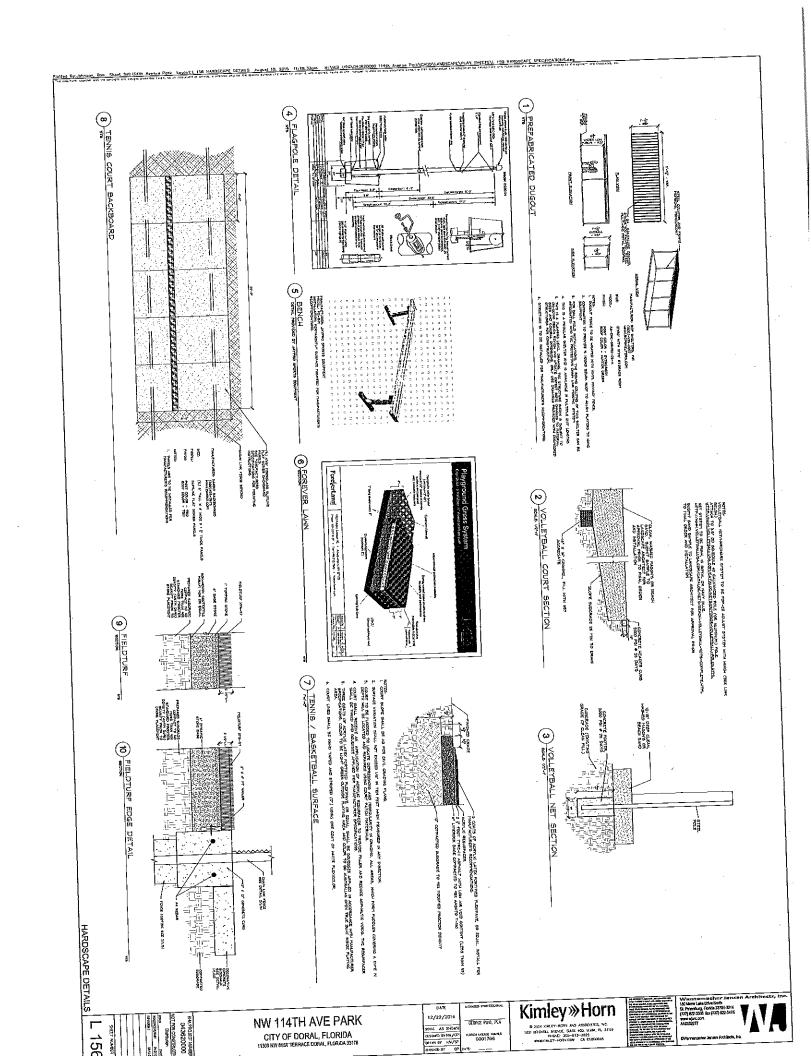
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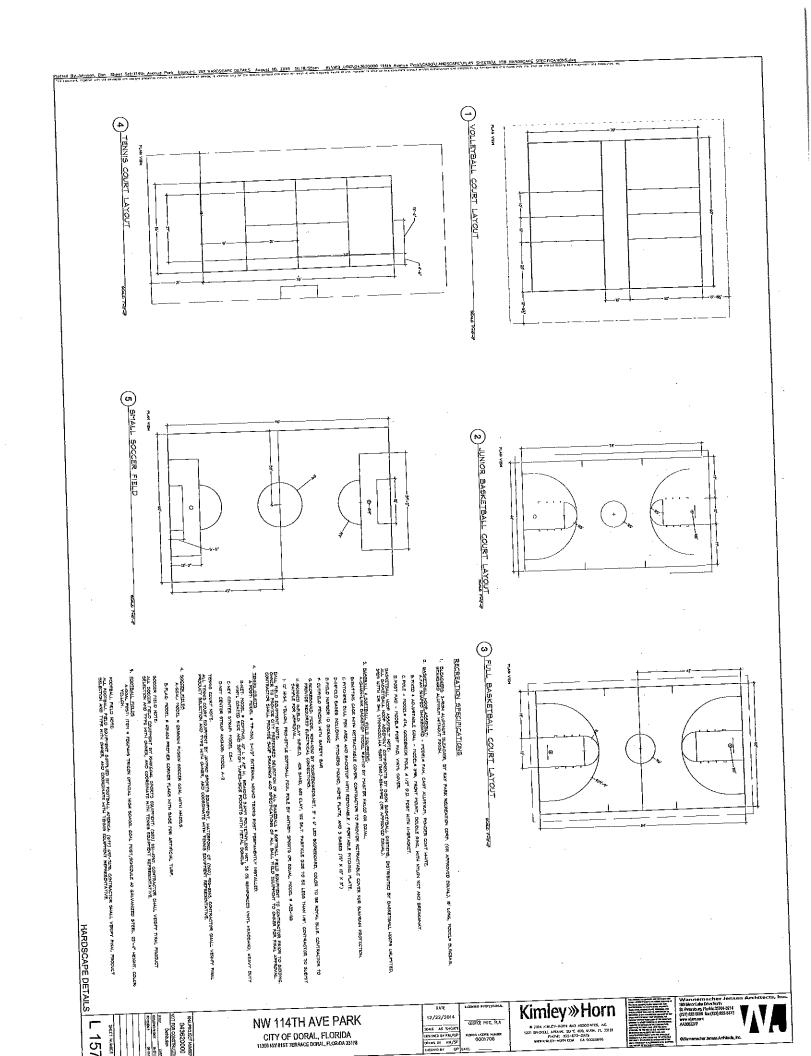
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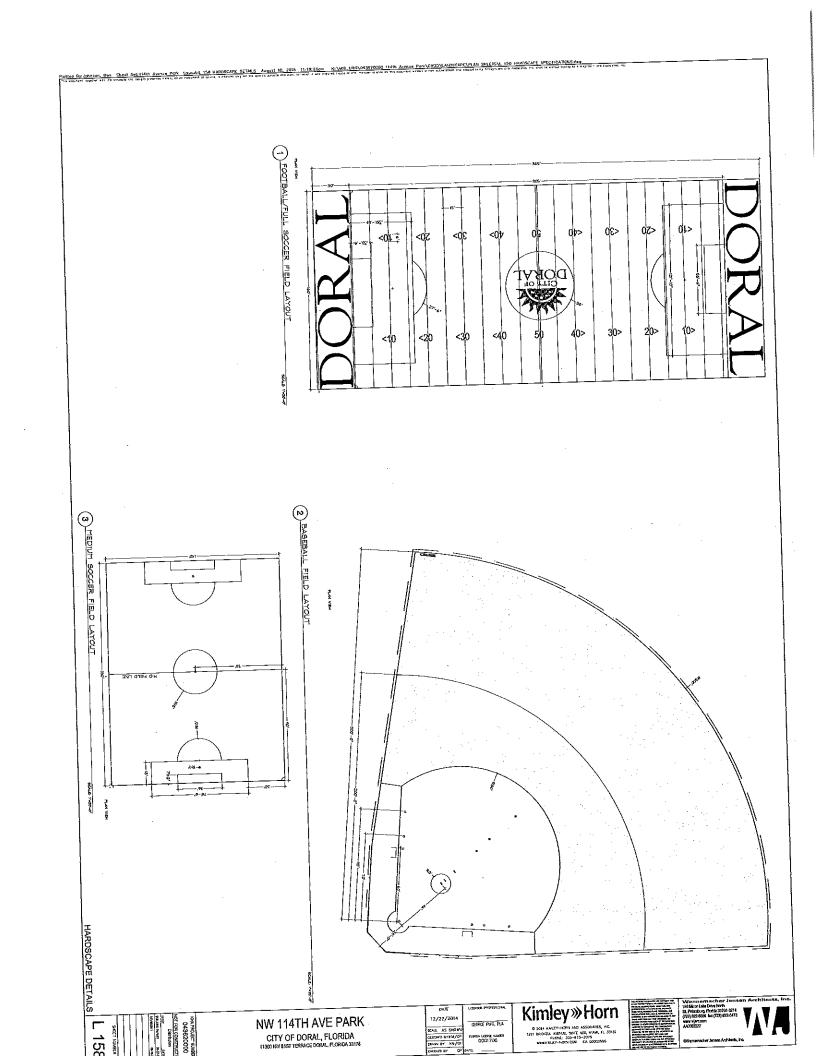
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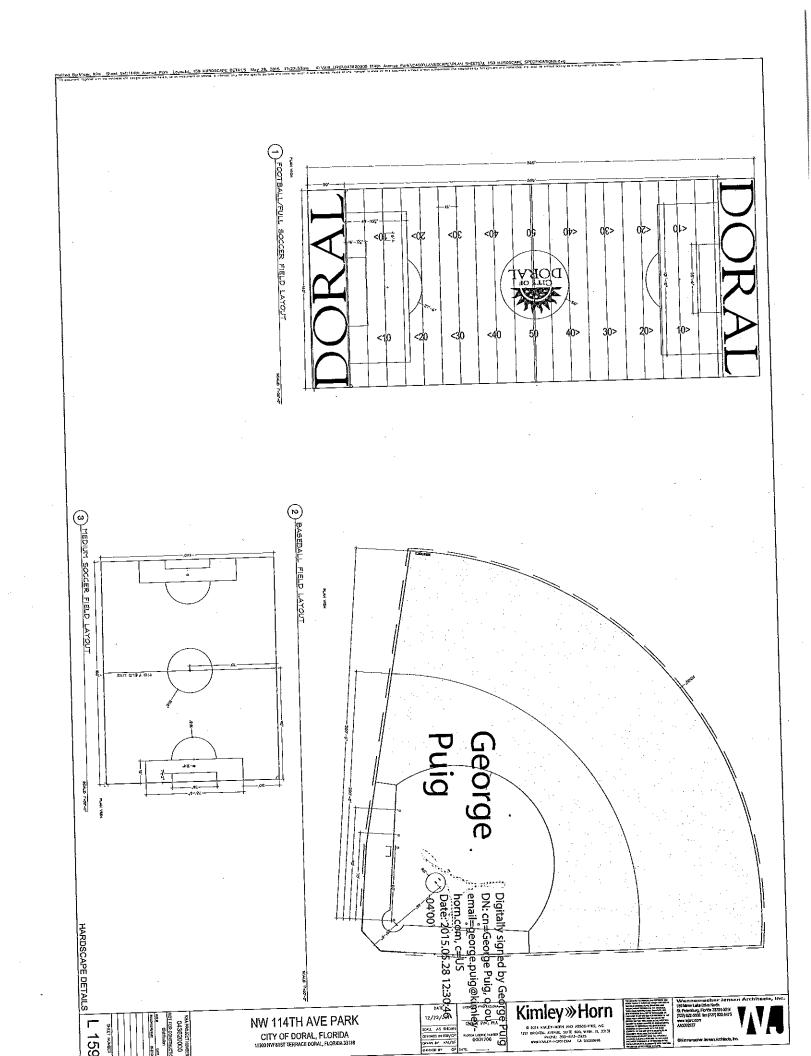
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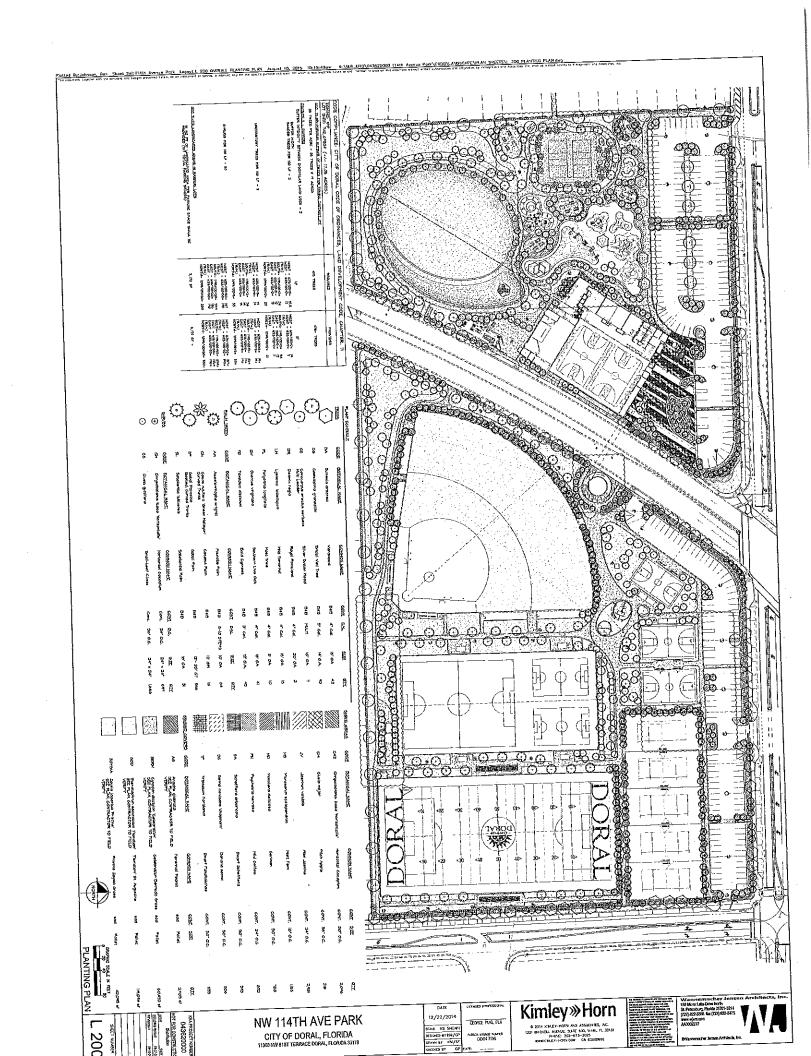


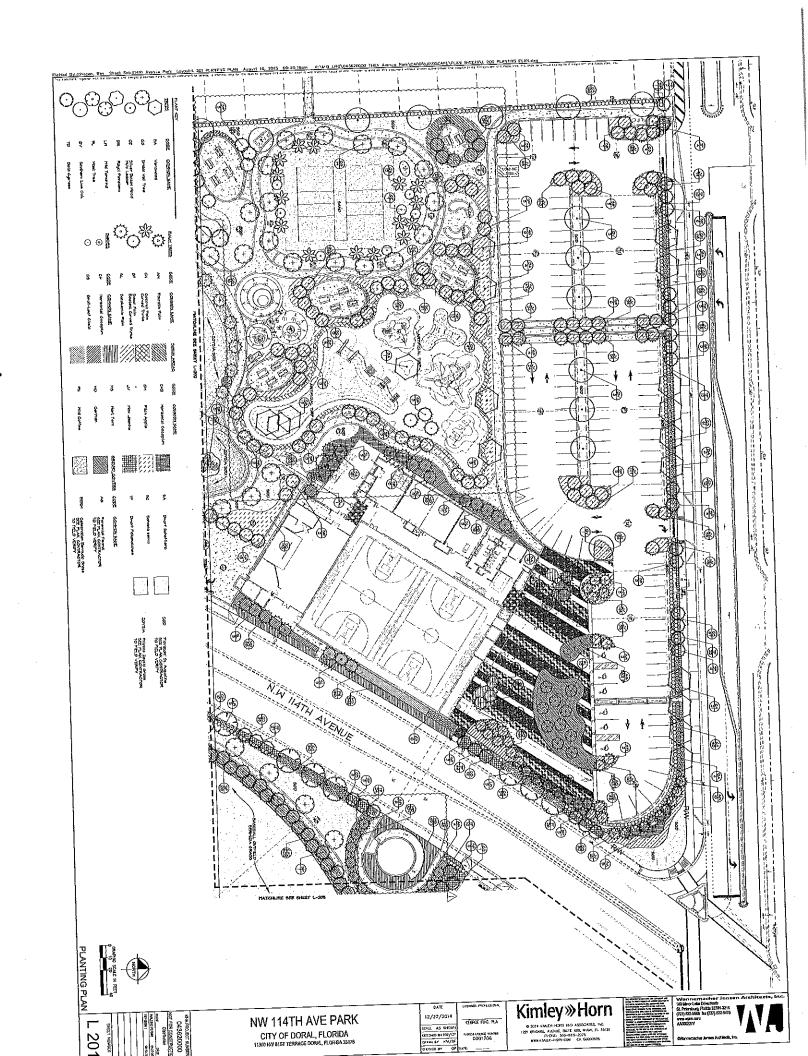


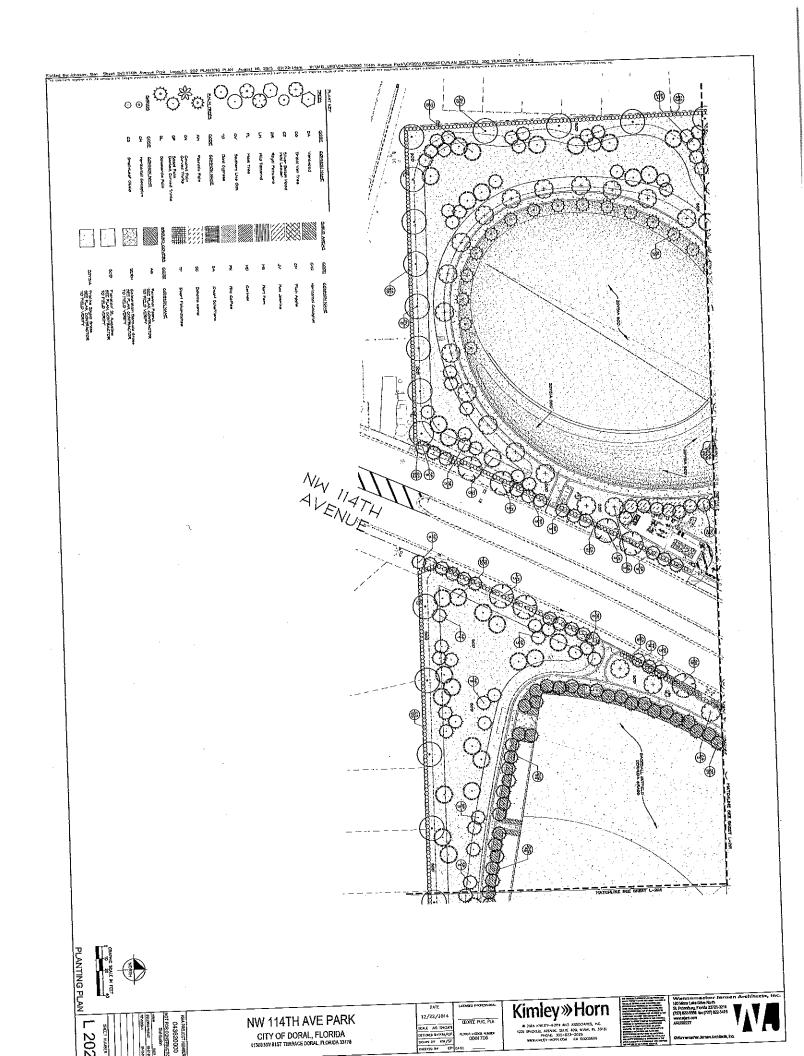


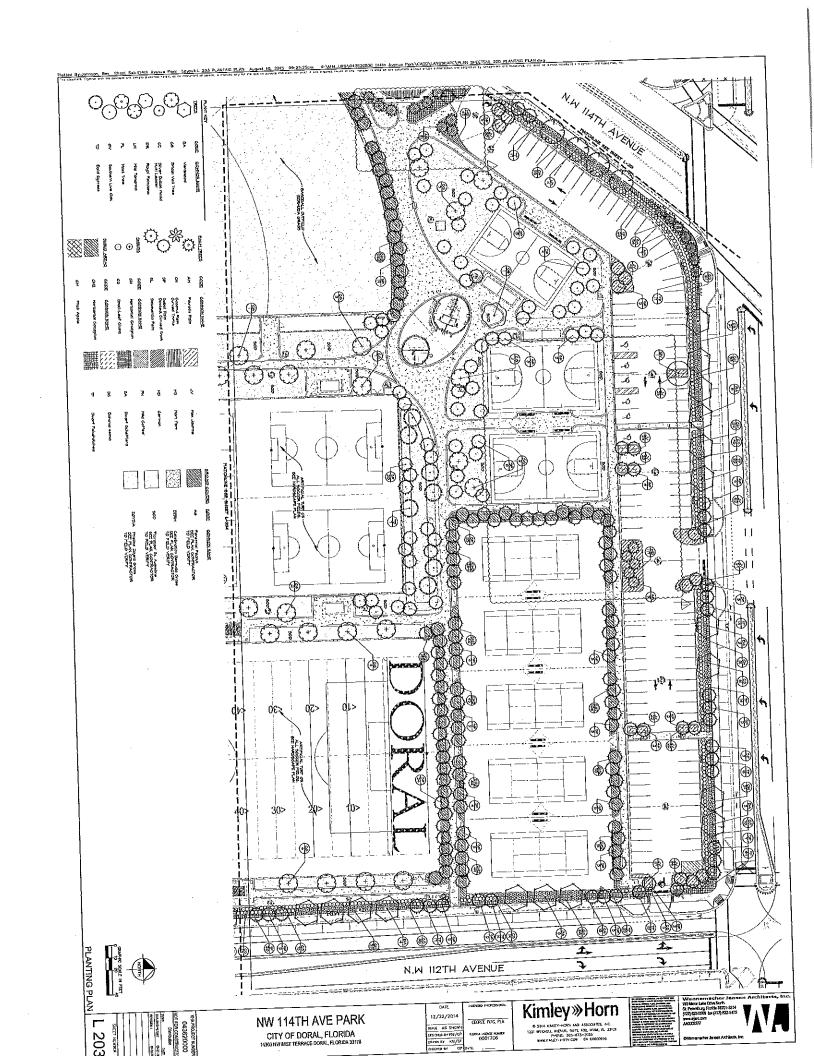


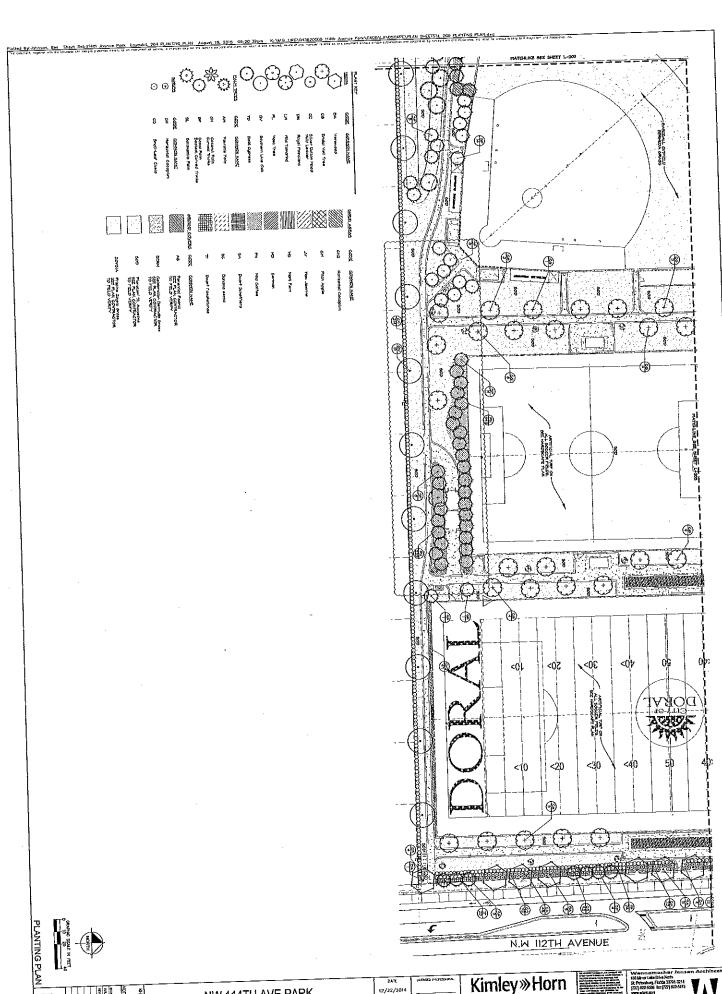










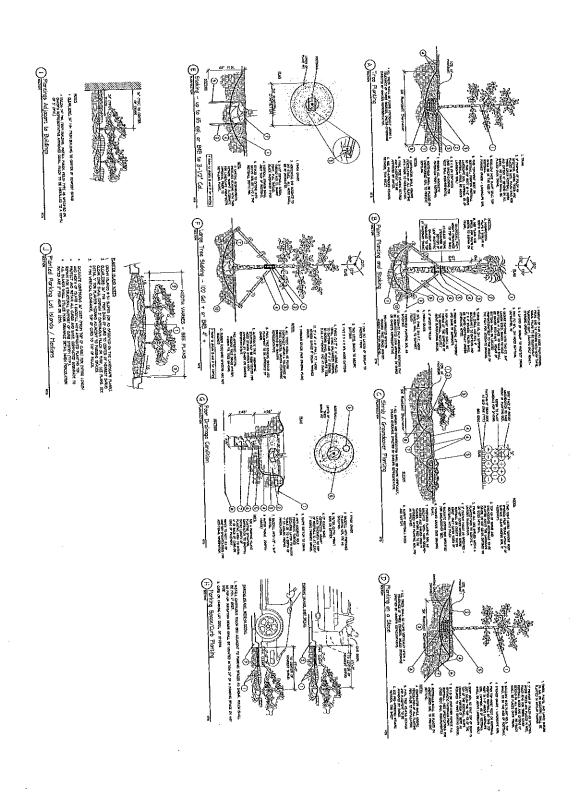


NW 114TH AVE PARK CITY OF DORAL, FLORIDA
11300 MV 81ST TERRACE DORAL, FLORIDA 33178

Kimley » Horn

• 2016 KWEF-HON IND ASSOCIATA, RC.
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PLANTING DETAILS

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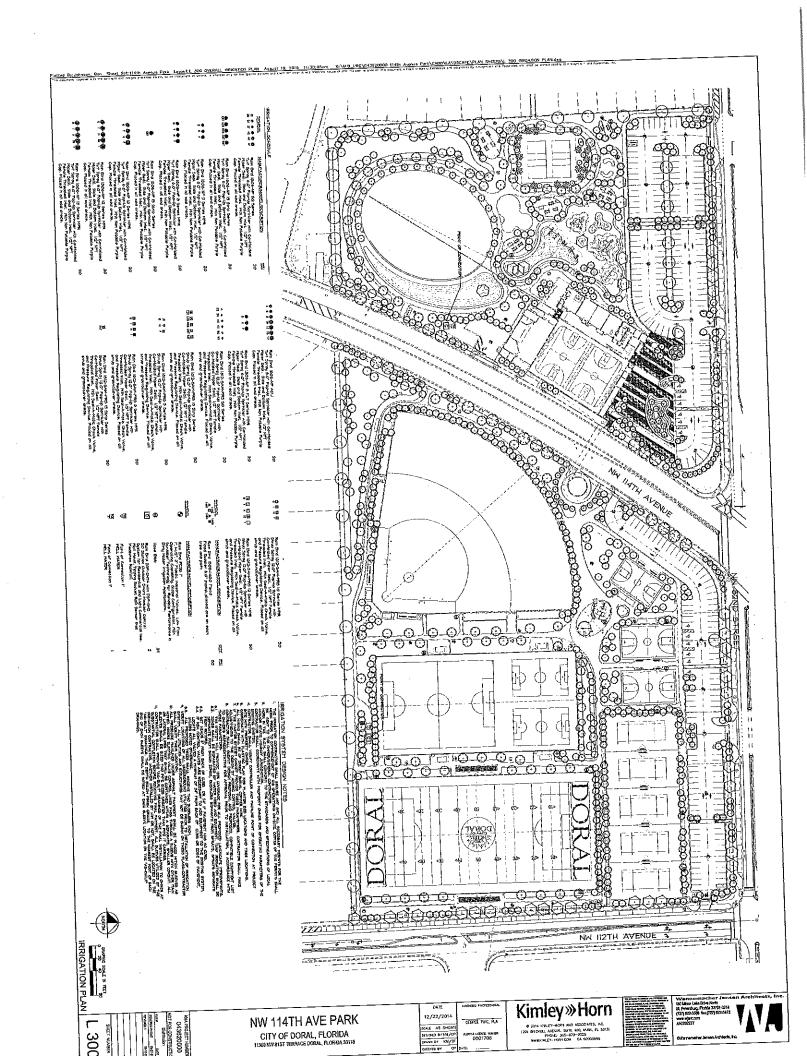
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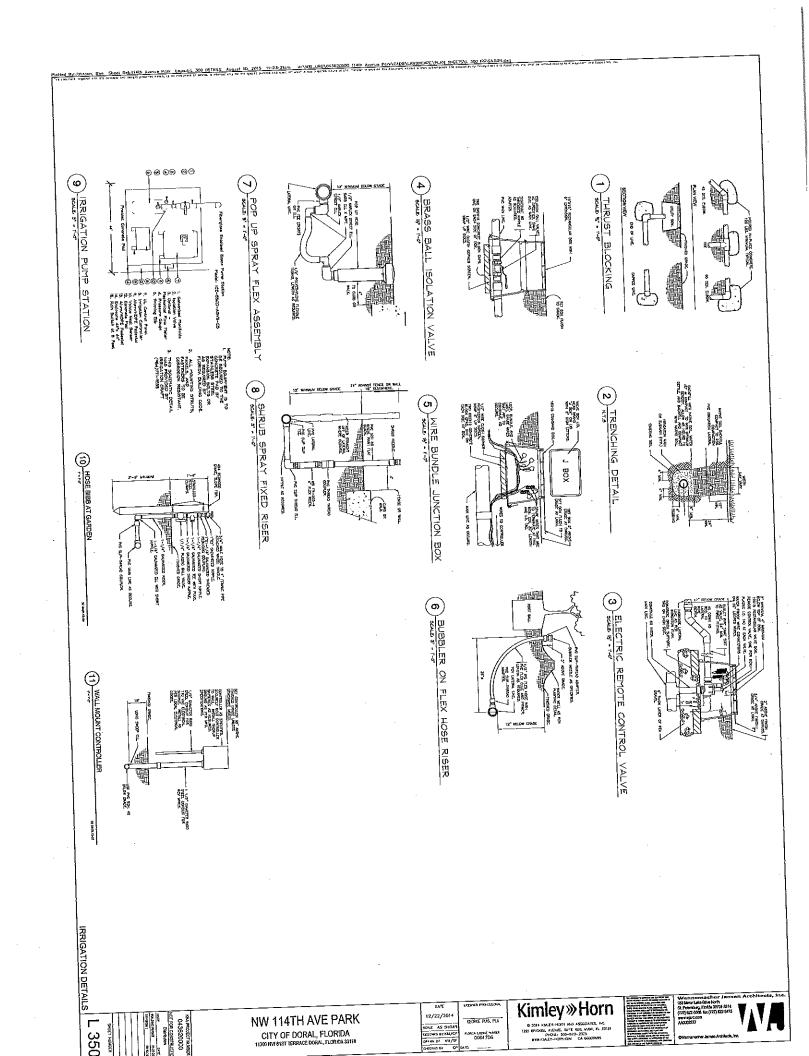
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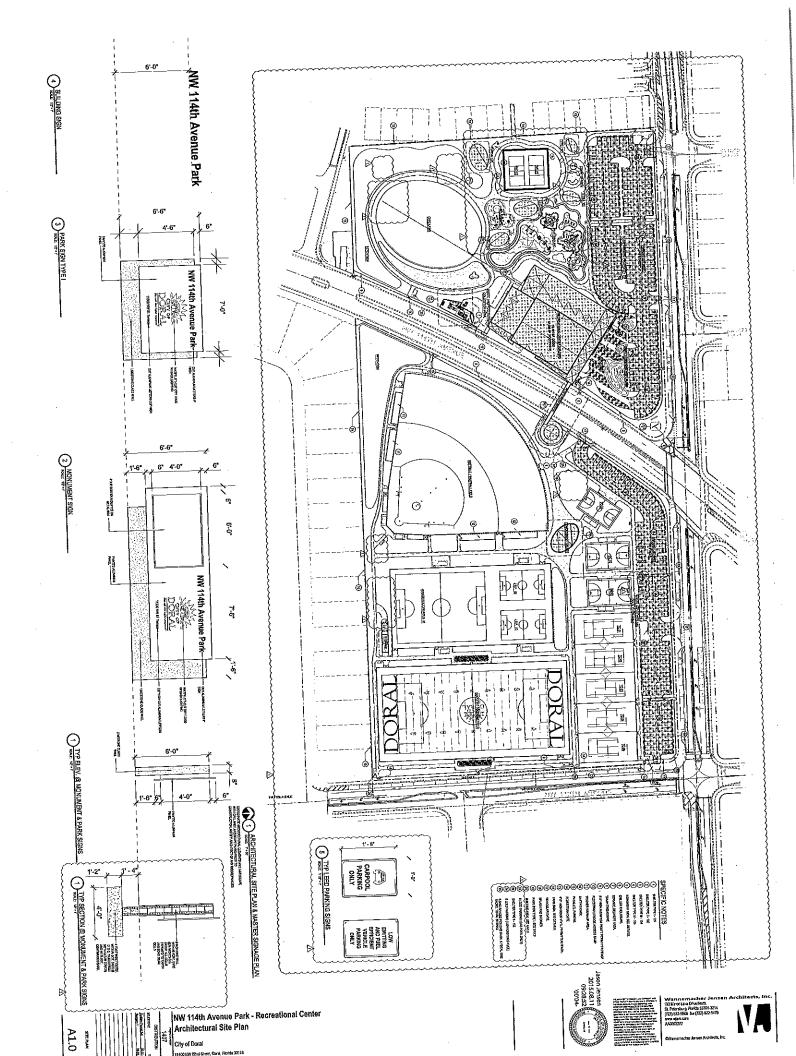


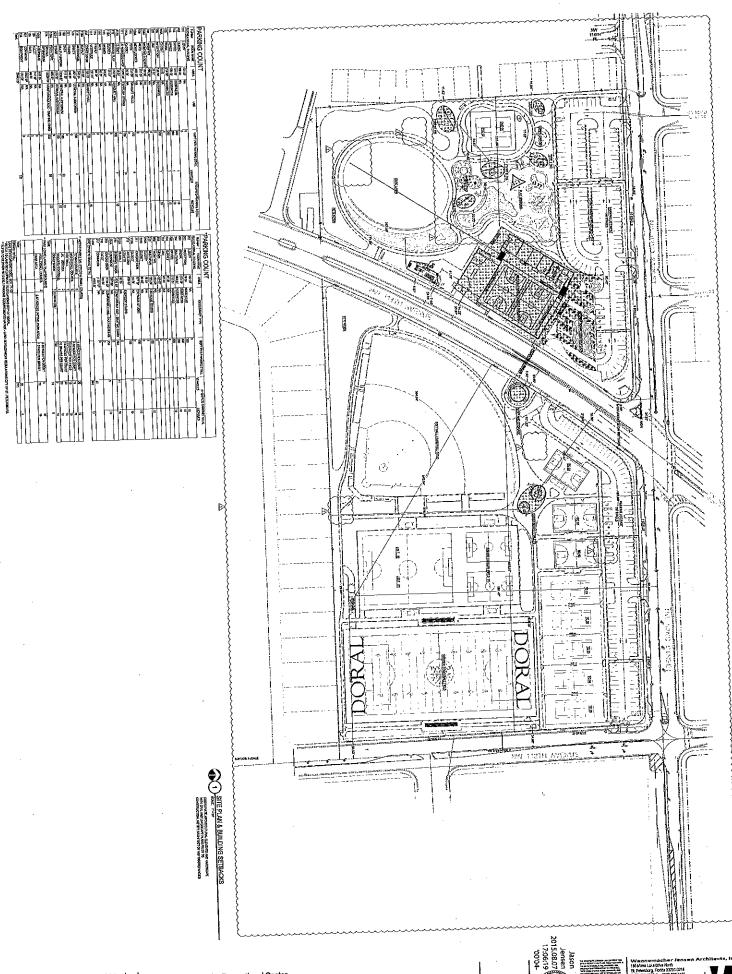
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City of Doral

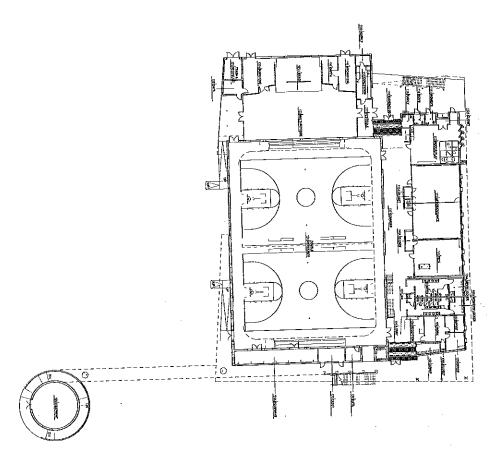
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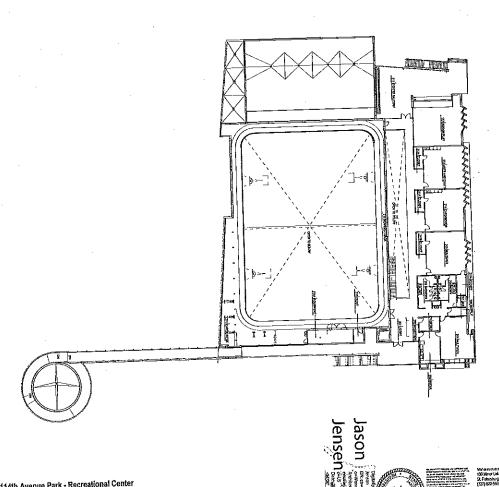




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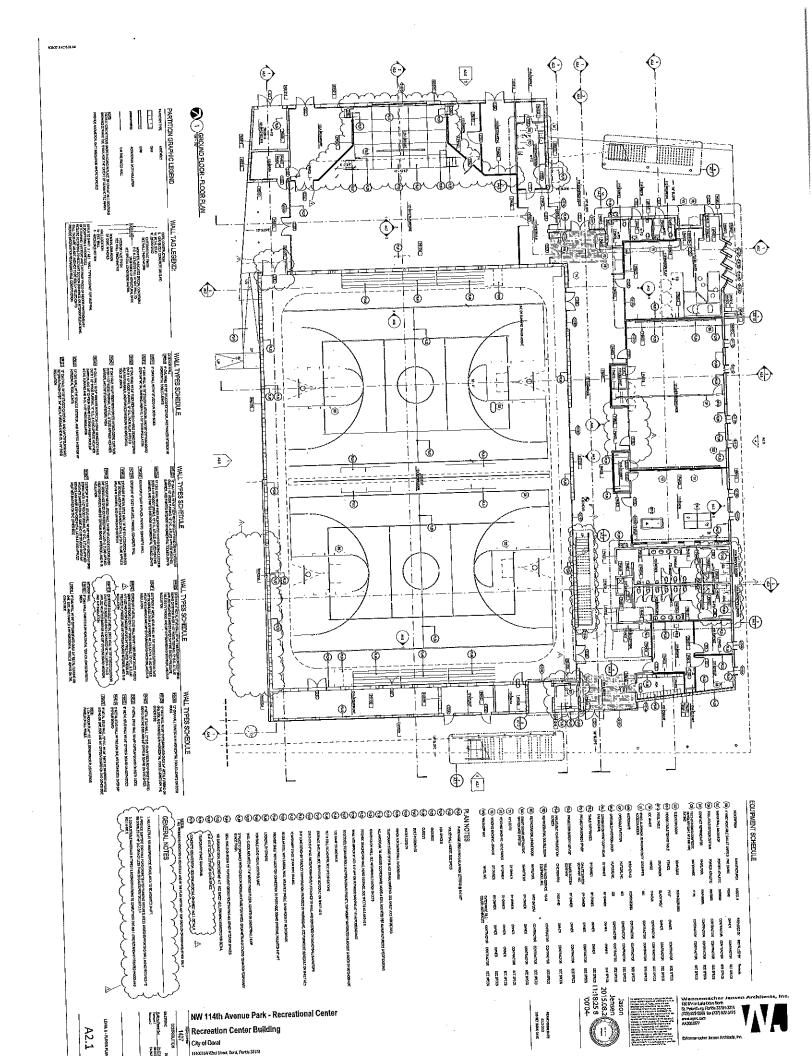
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NW 114th Avenue Park - Recreational Center

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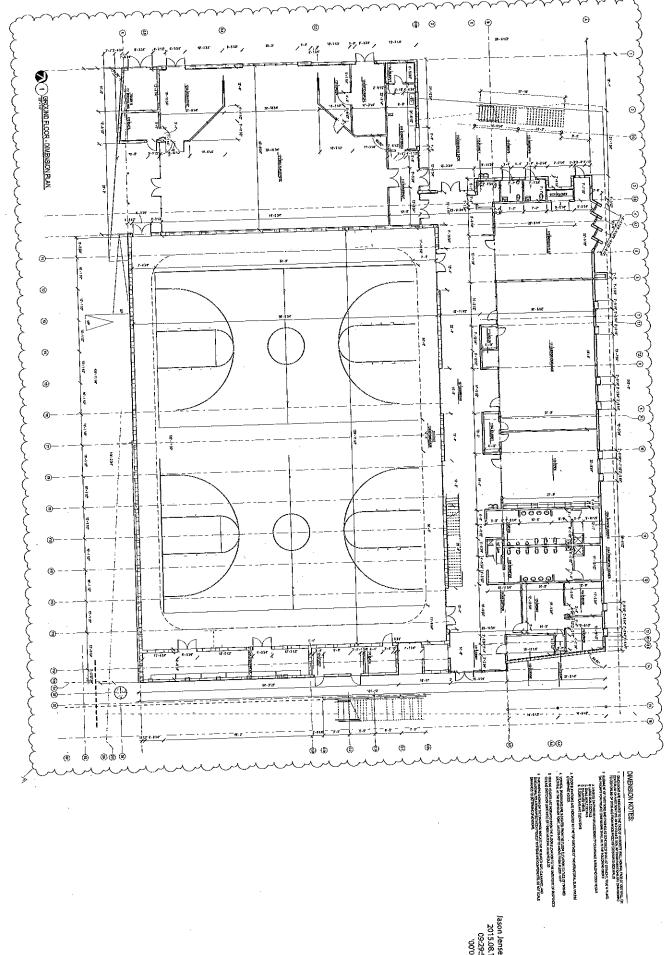
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NW 114th Avenue Park - Recreational Center Recreation Center Building

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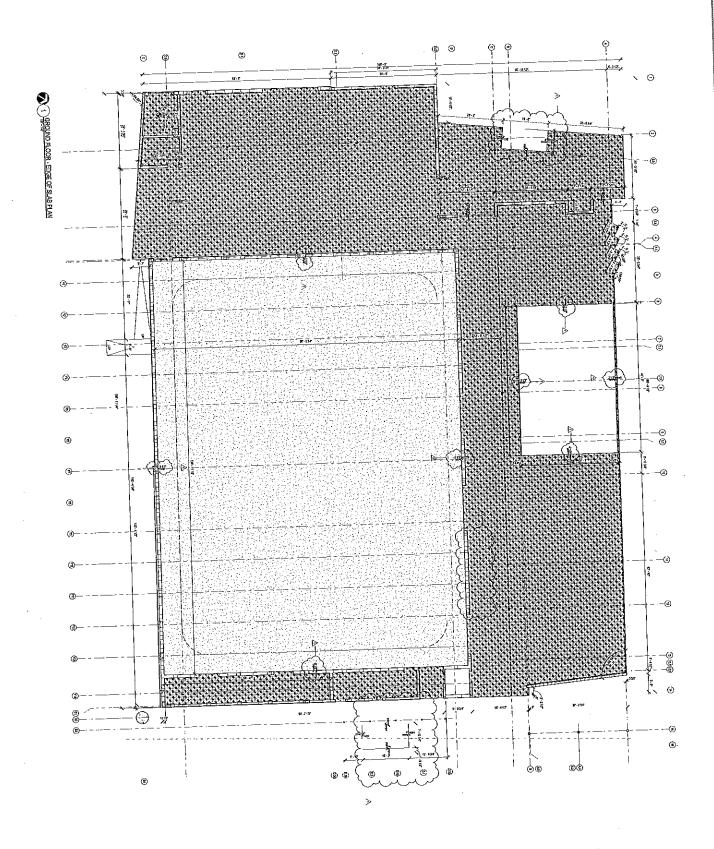




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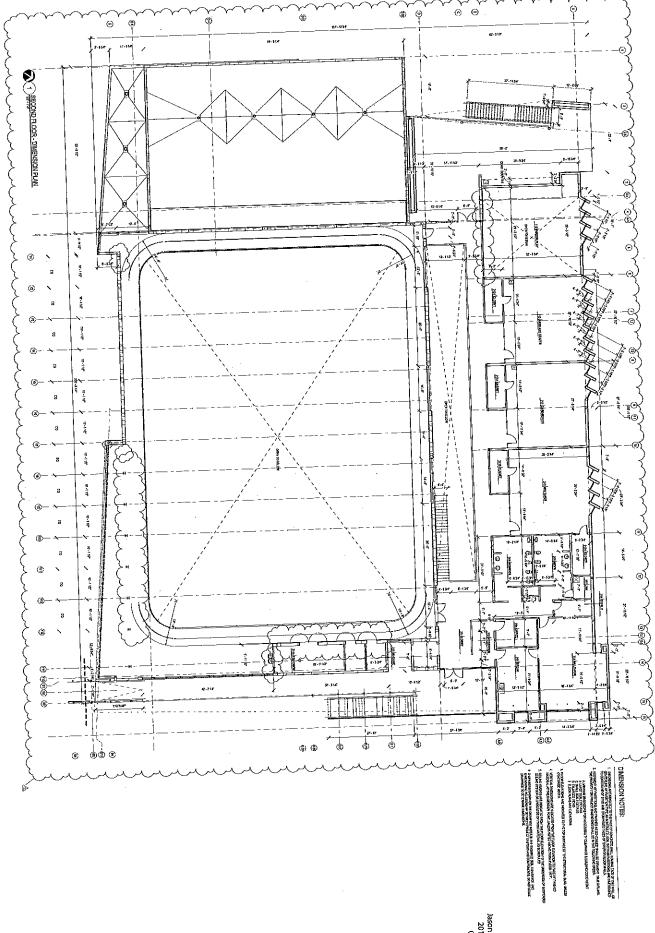








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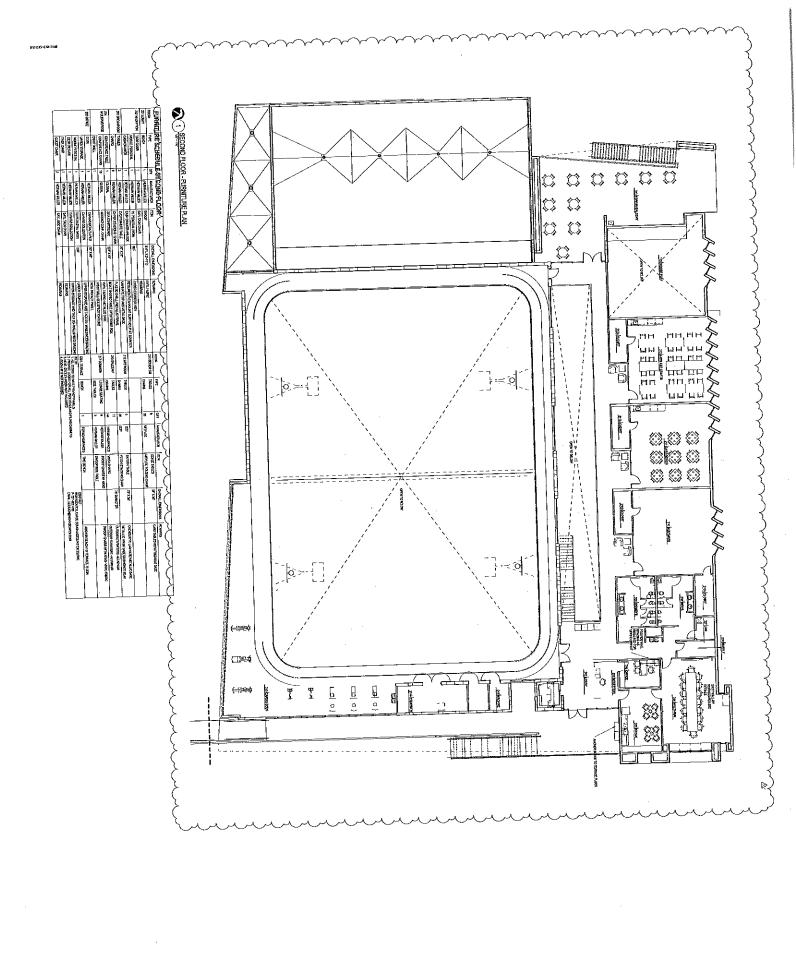




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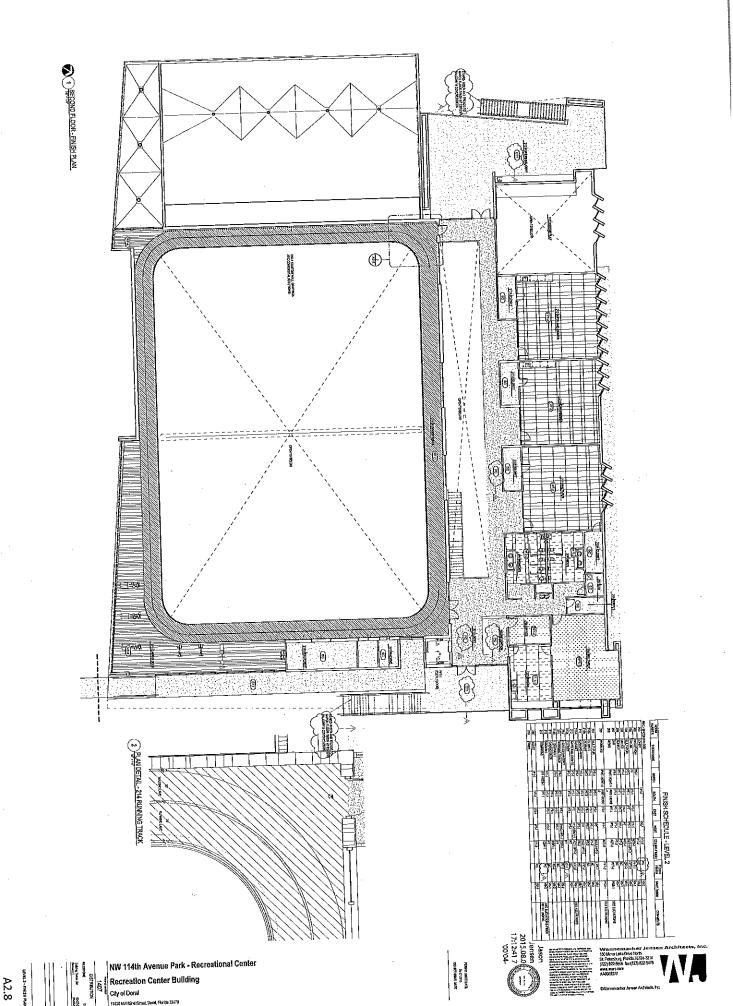


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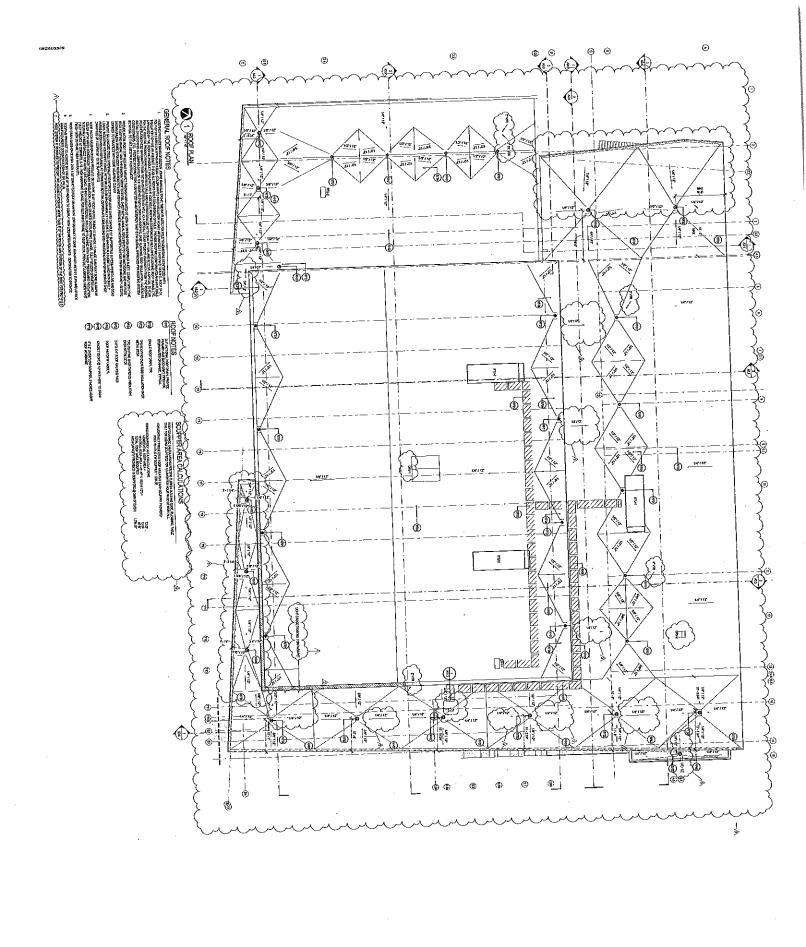
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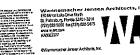
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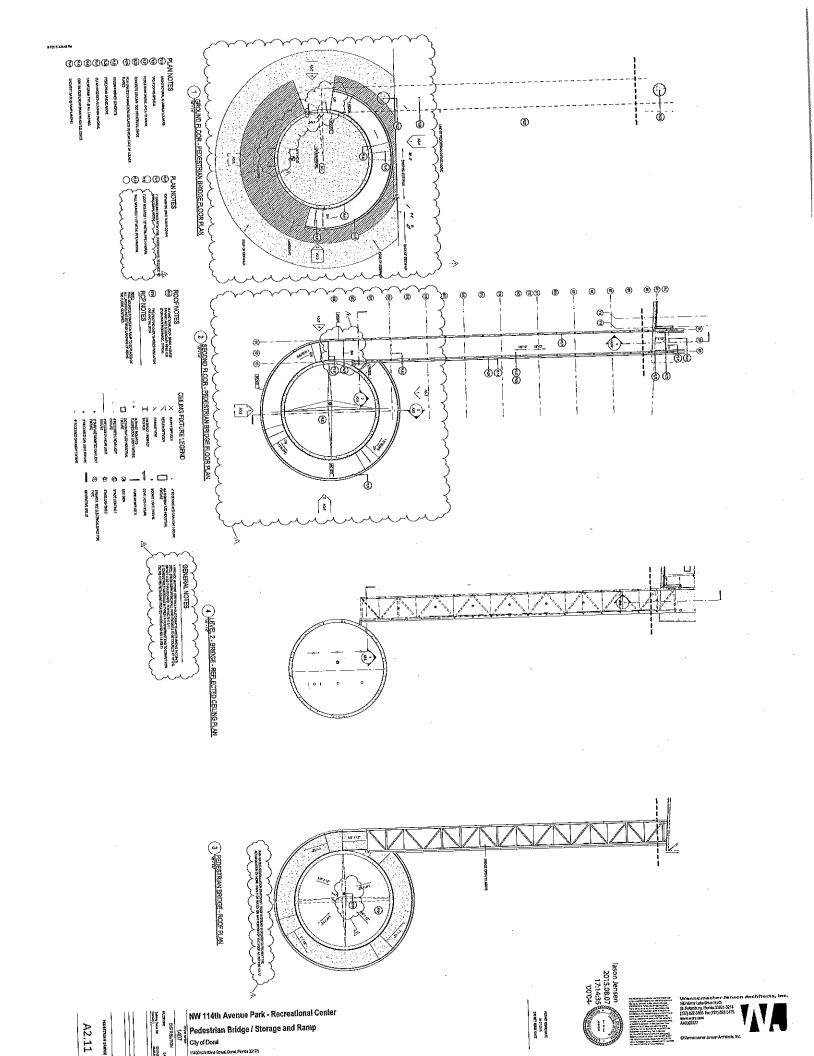






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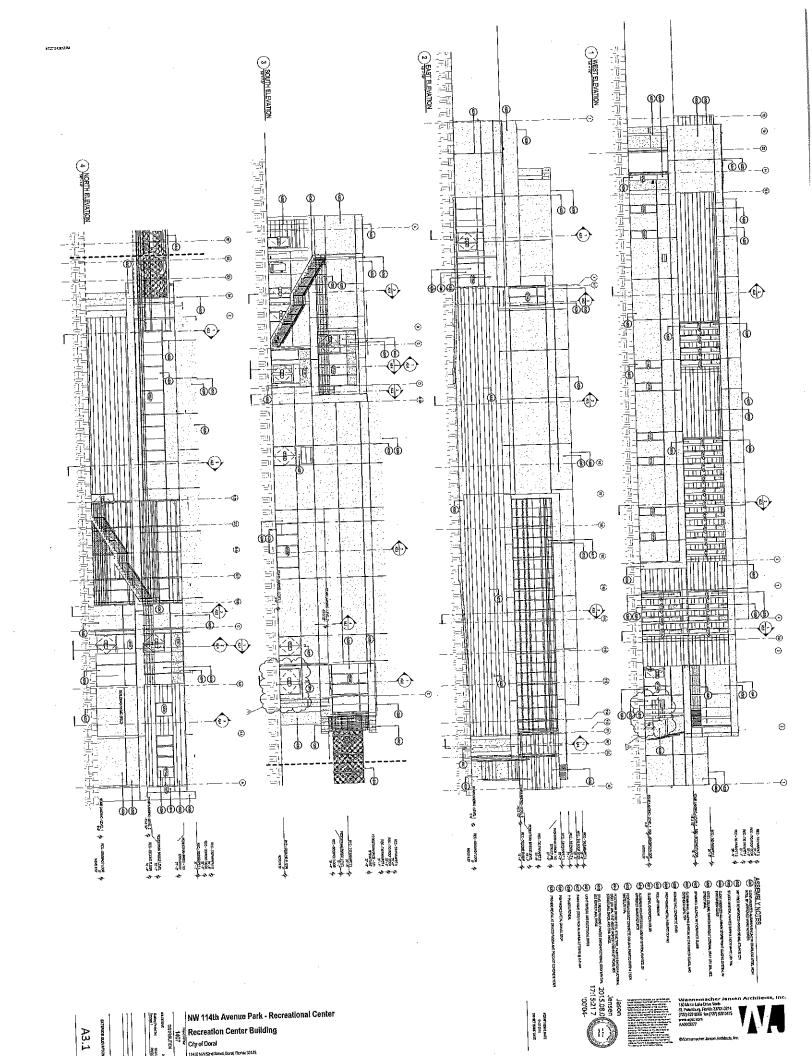


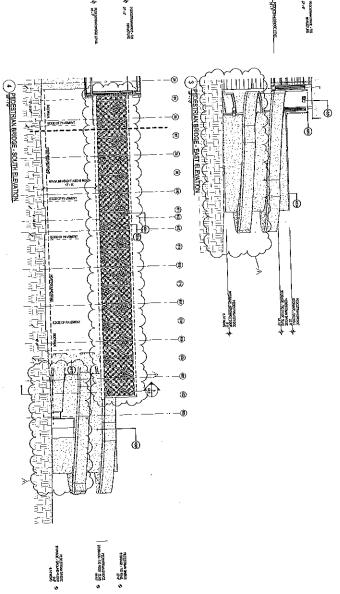
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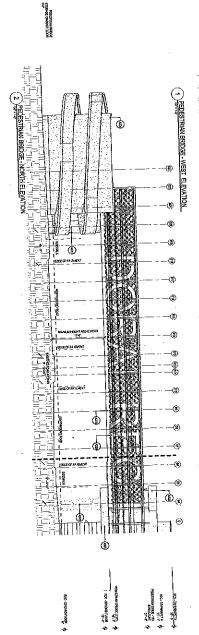
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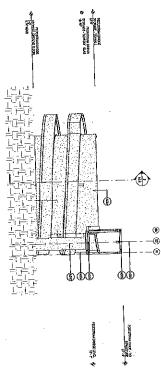
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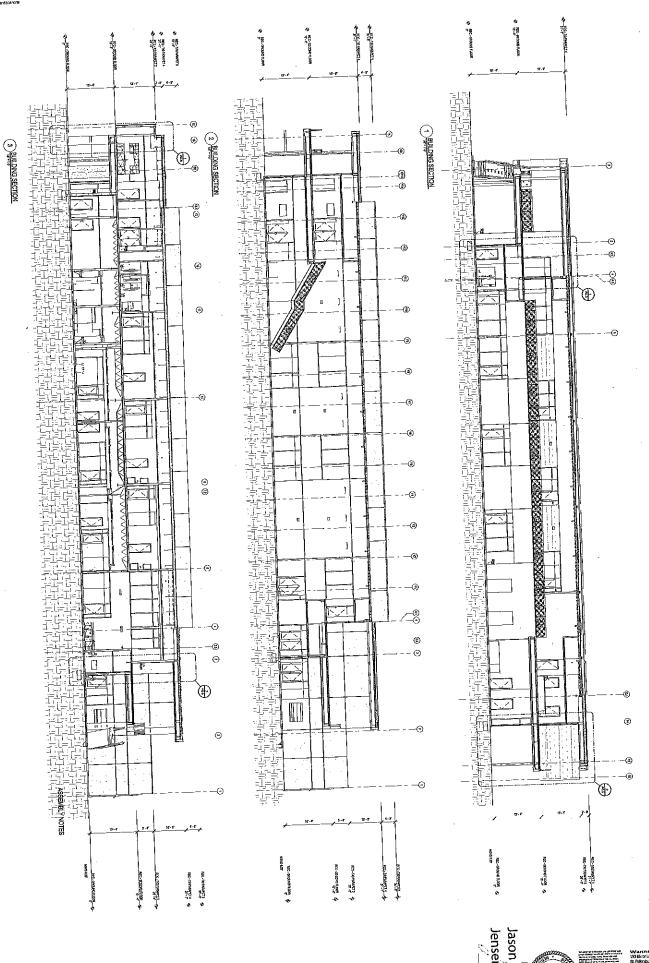
Recreation Center Building

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3 BUILDING SECTION



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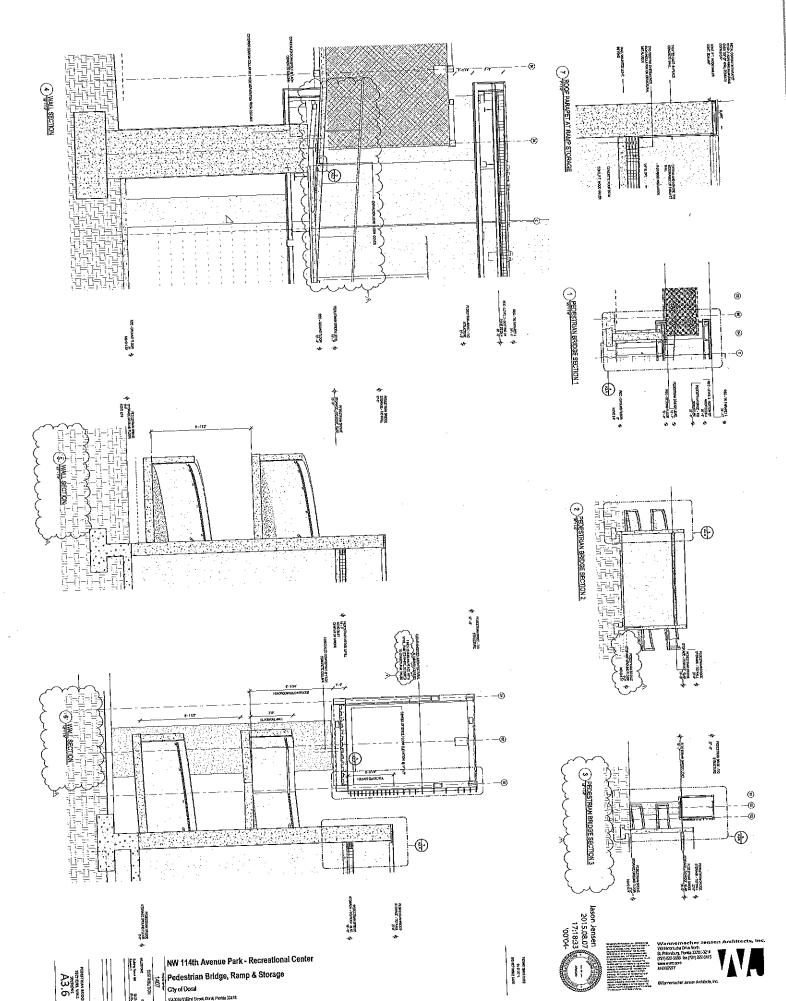
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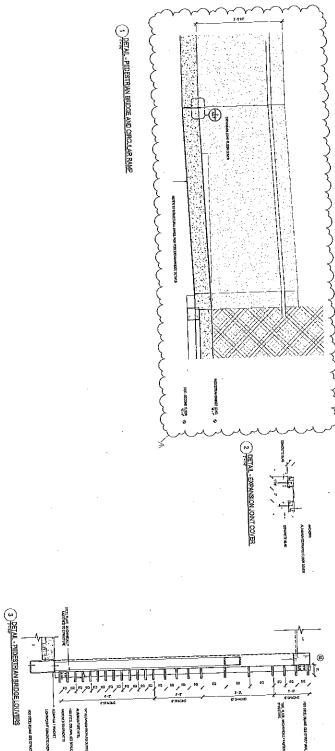
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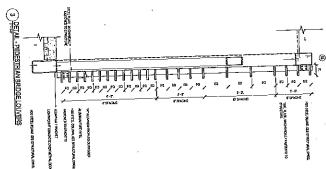
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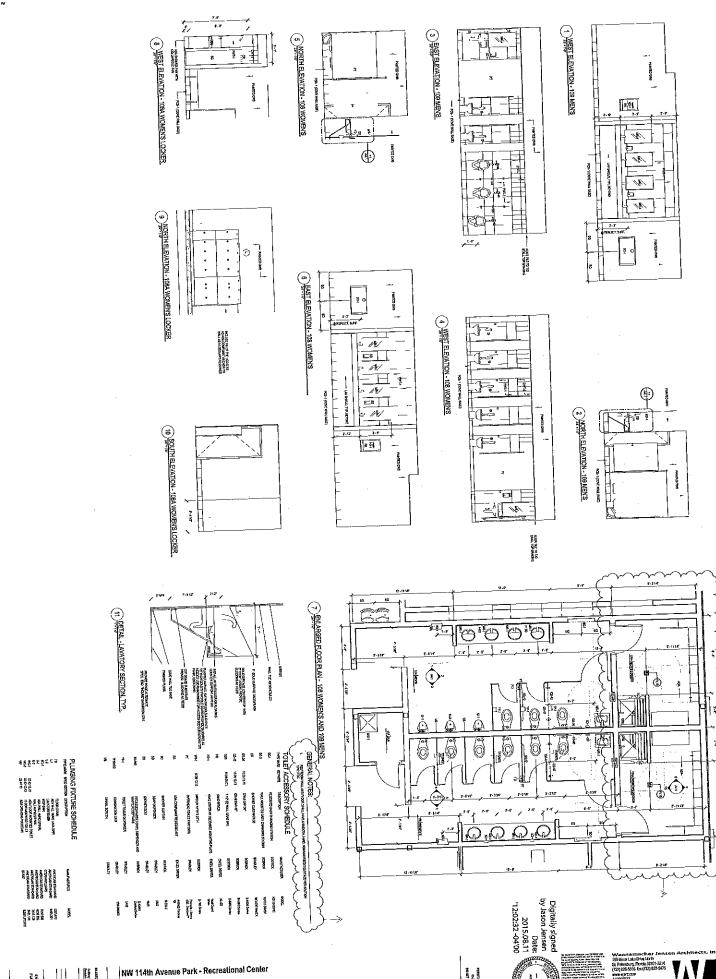
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Recreation Center Building
City of Doral
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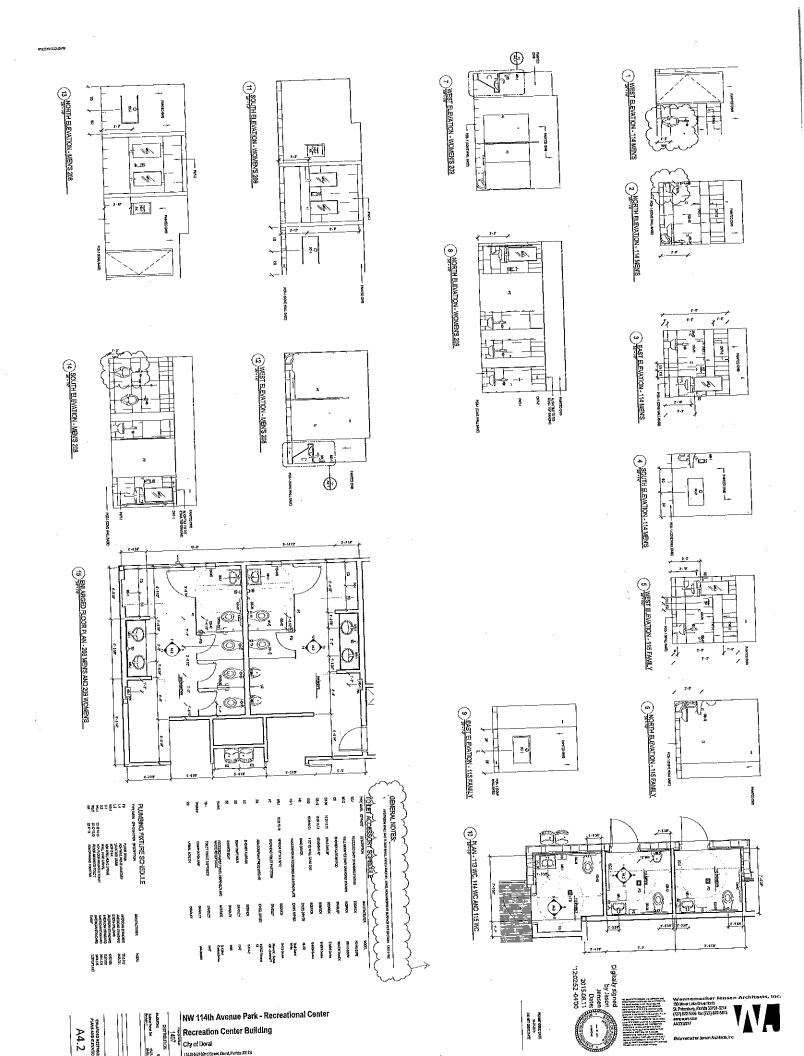


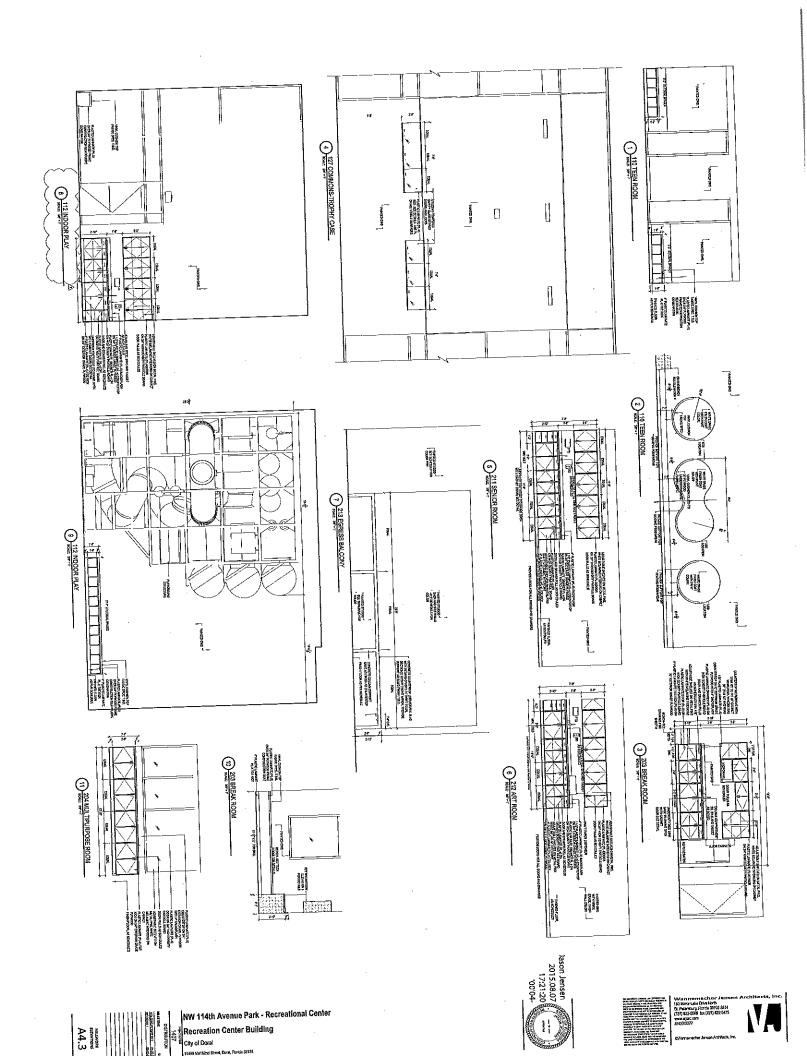
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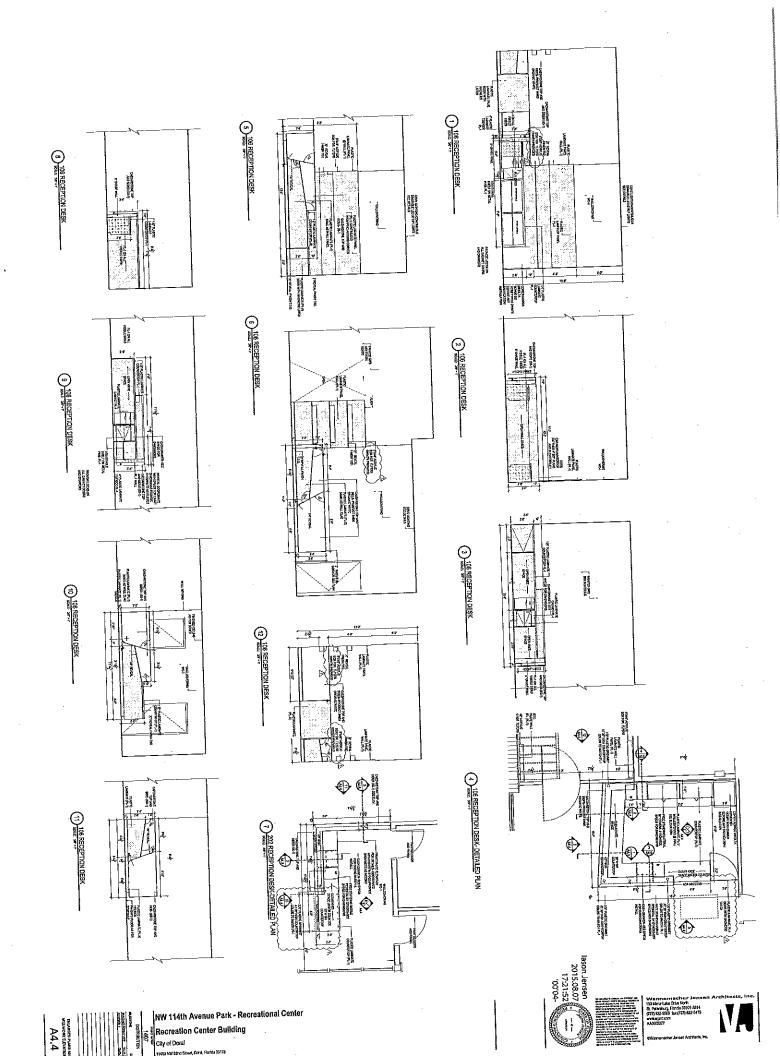
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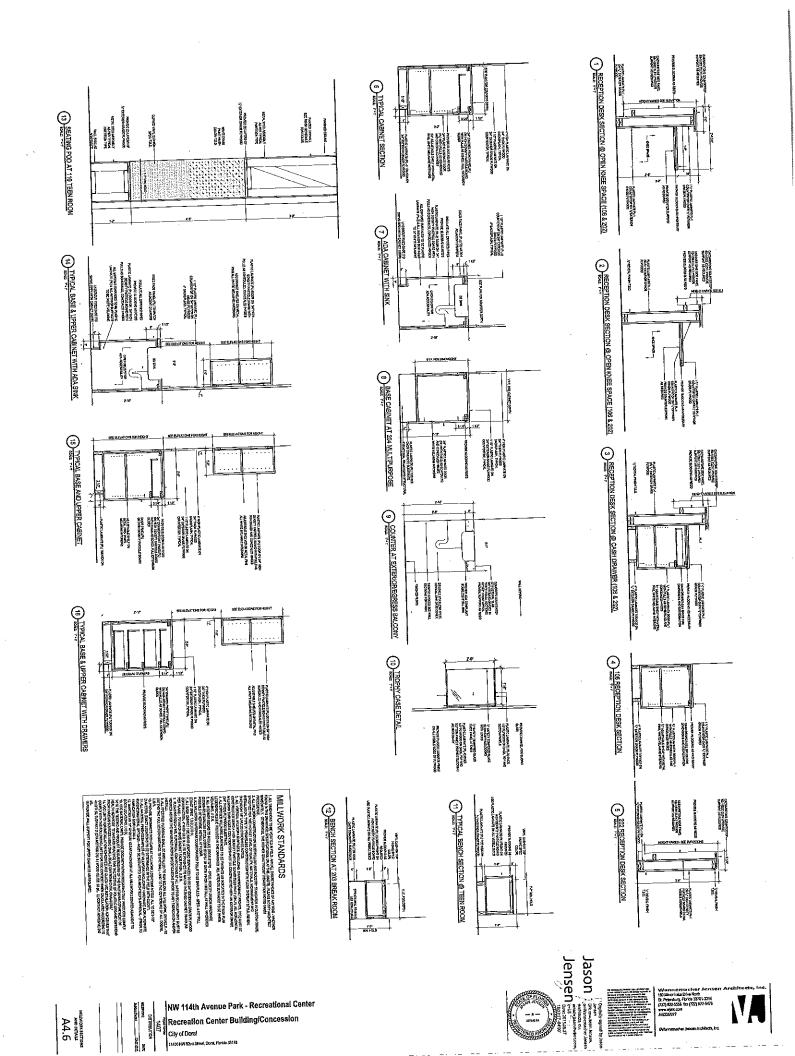


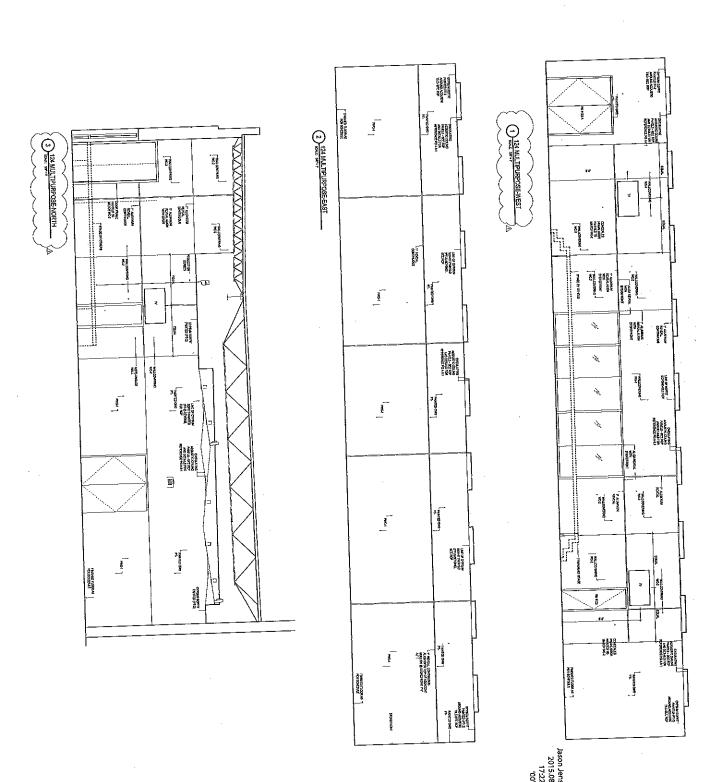


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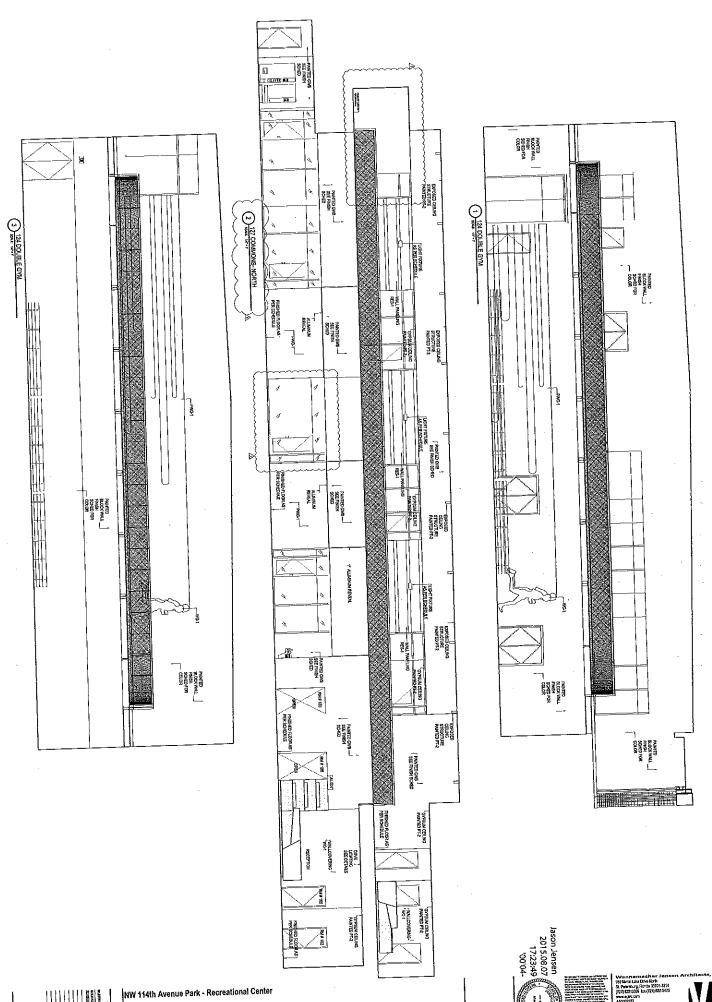
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Recreation Center Building

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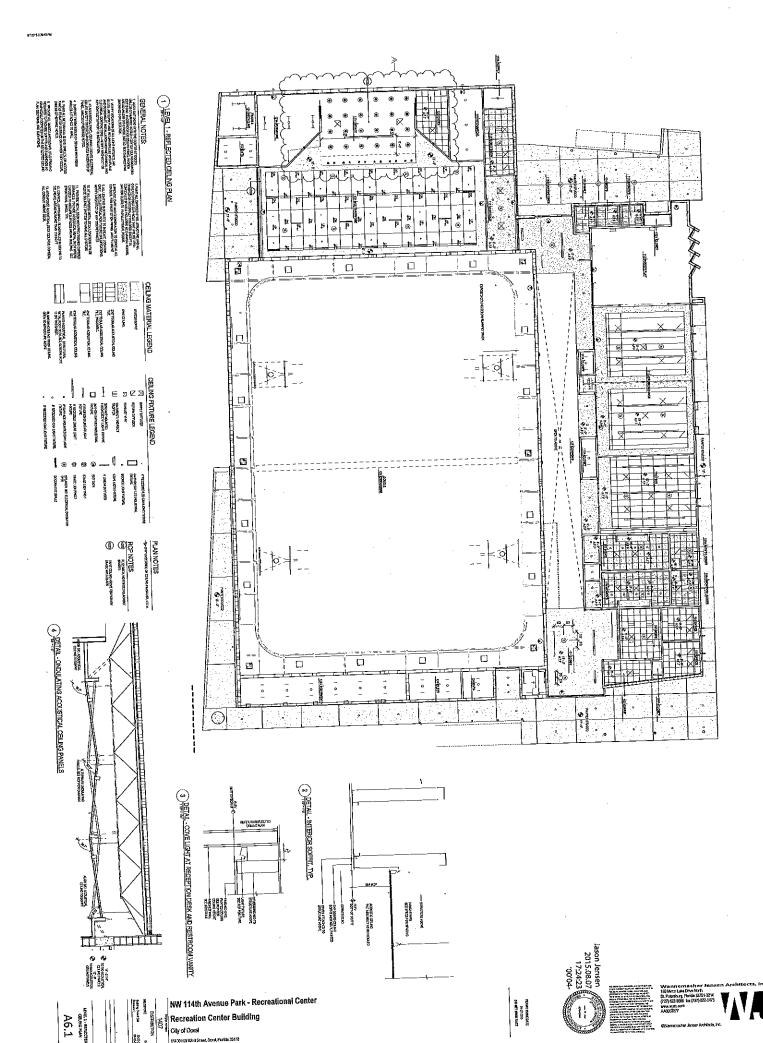


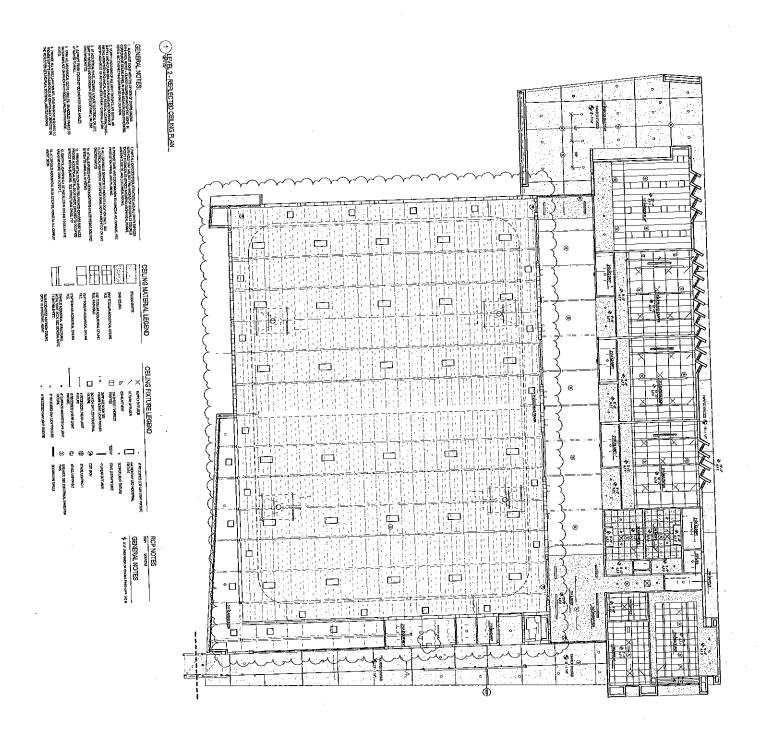


Recreation Center Building

City of Doral





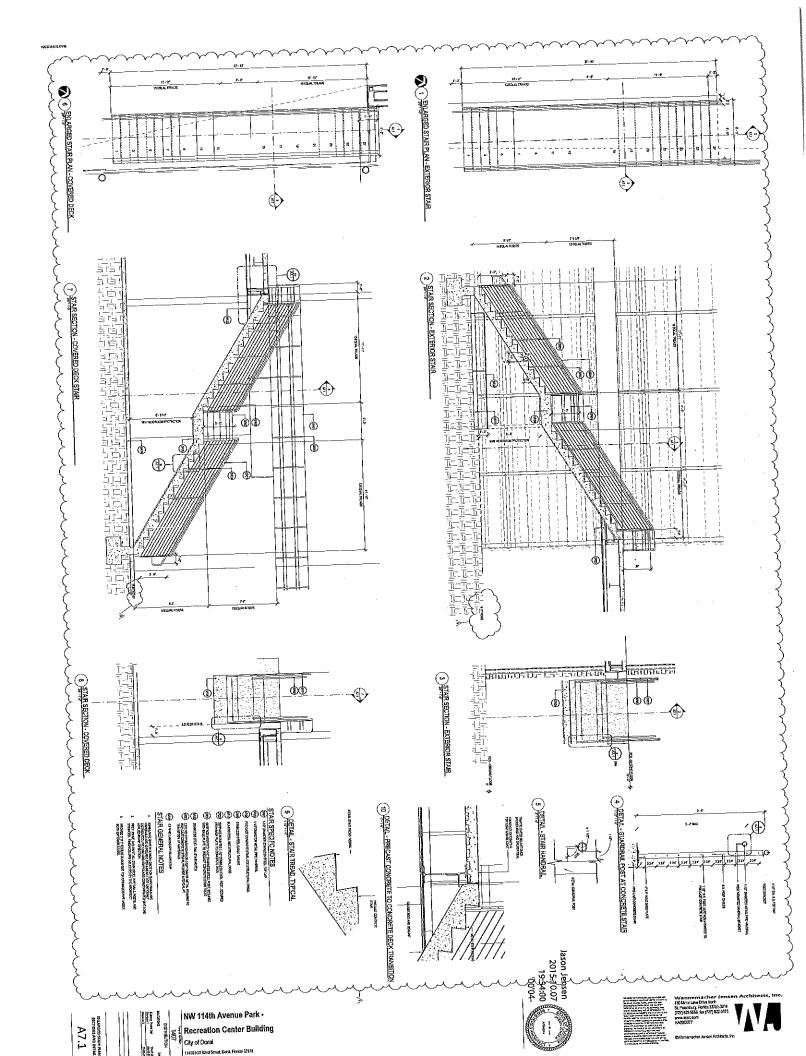


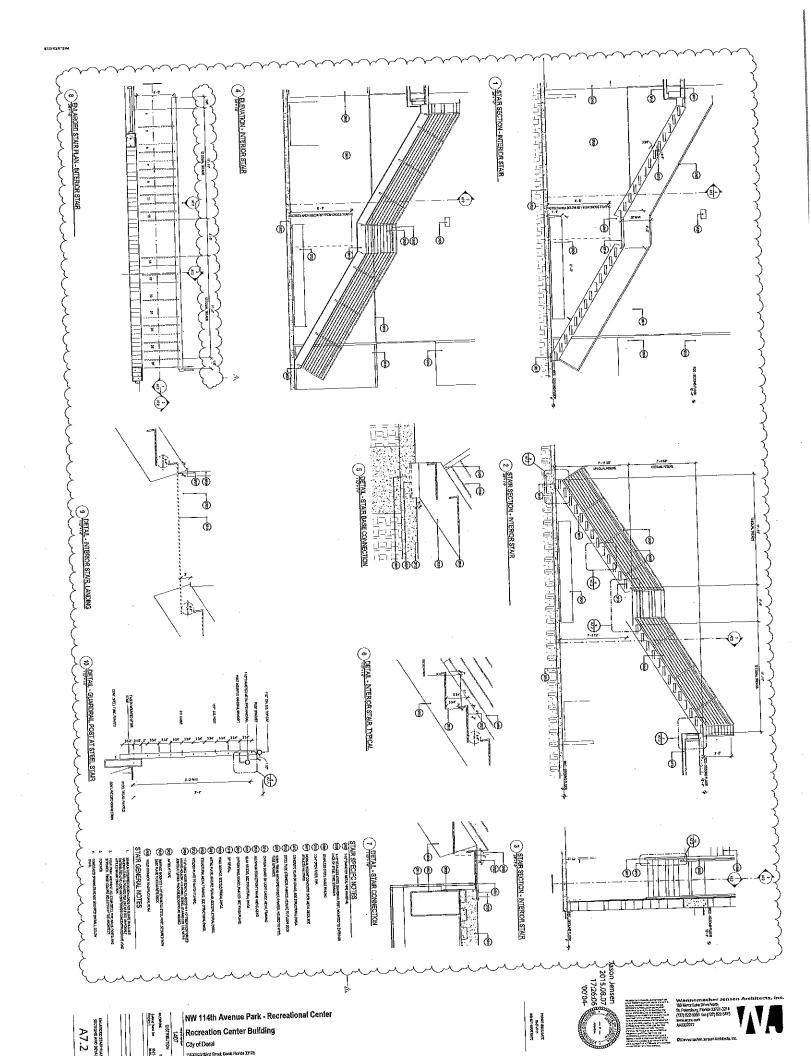




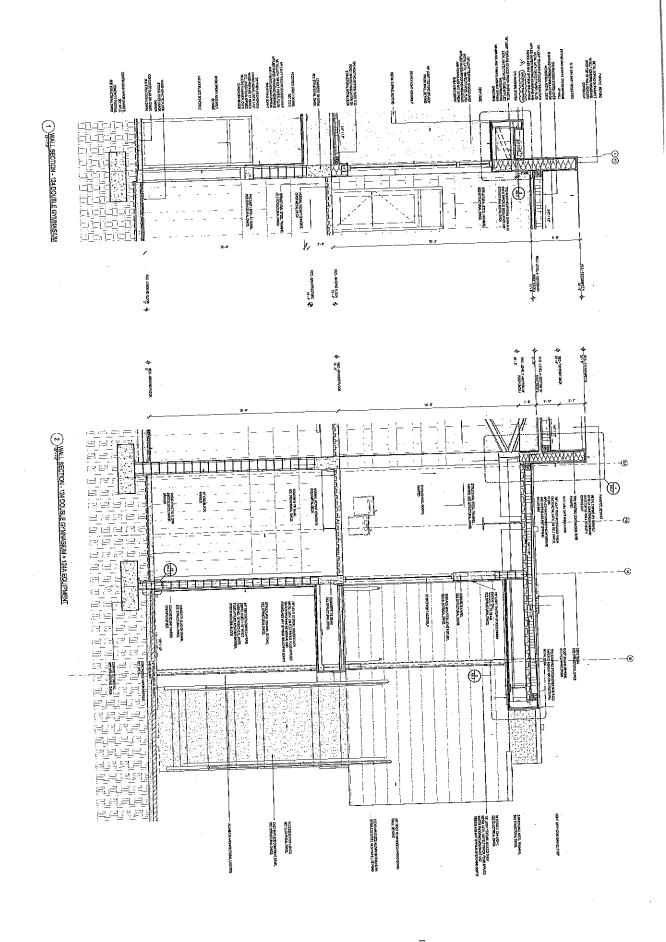


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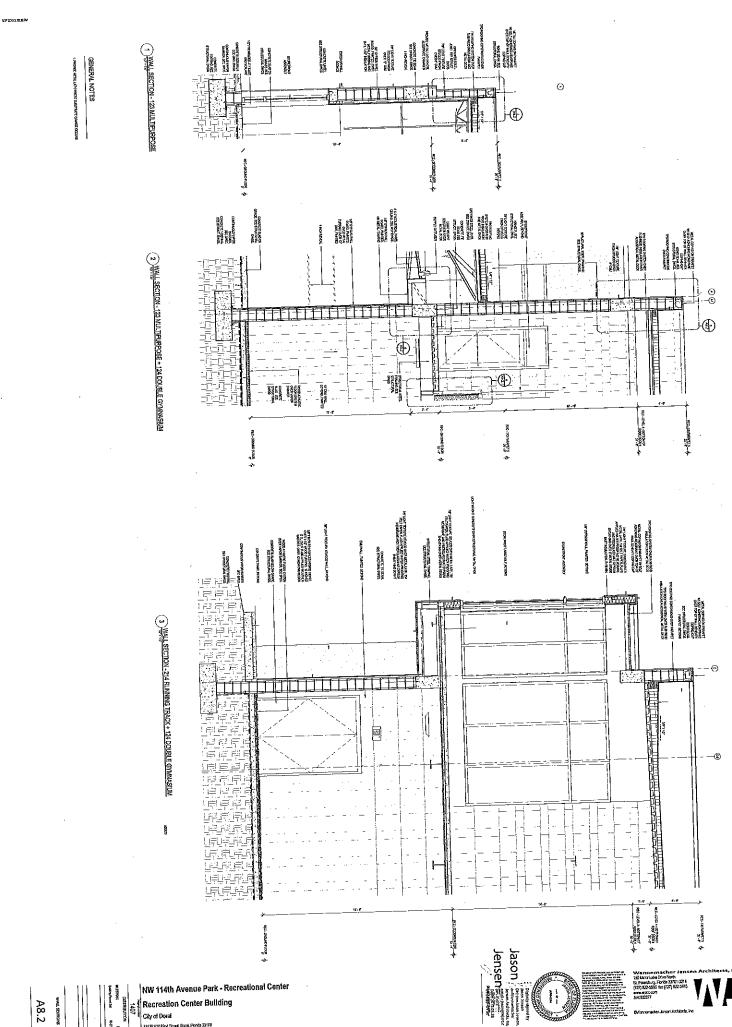




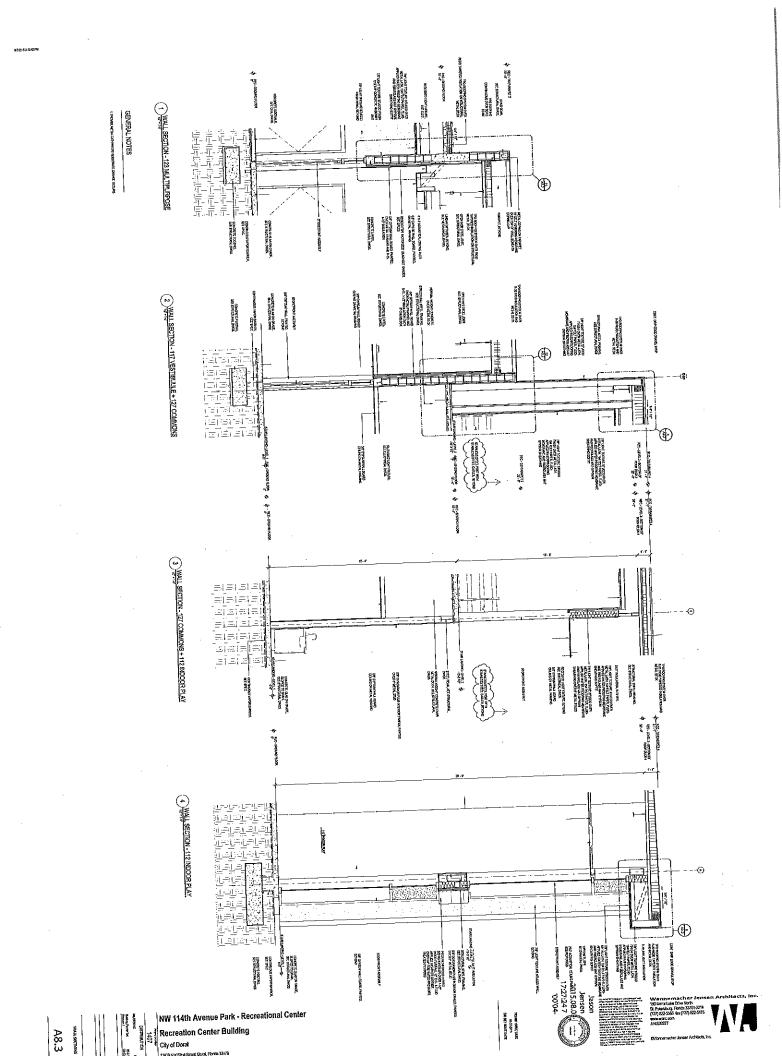


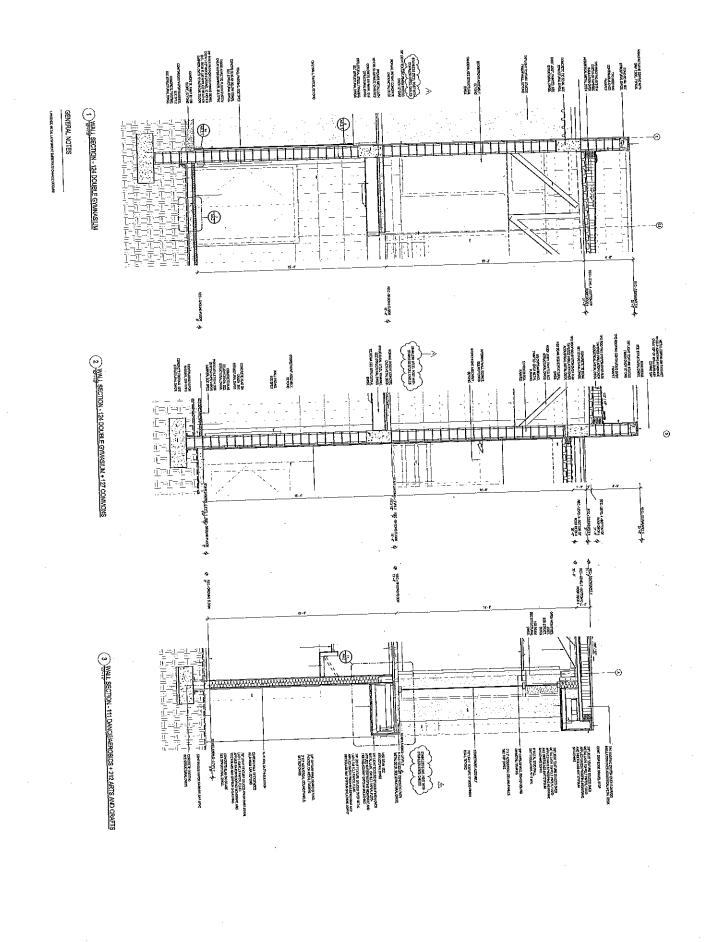


GENERAL NOTES



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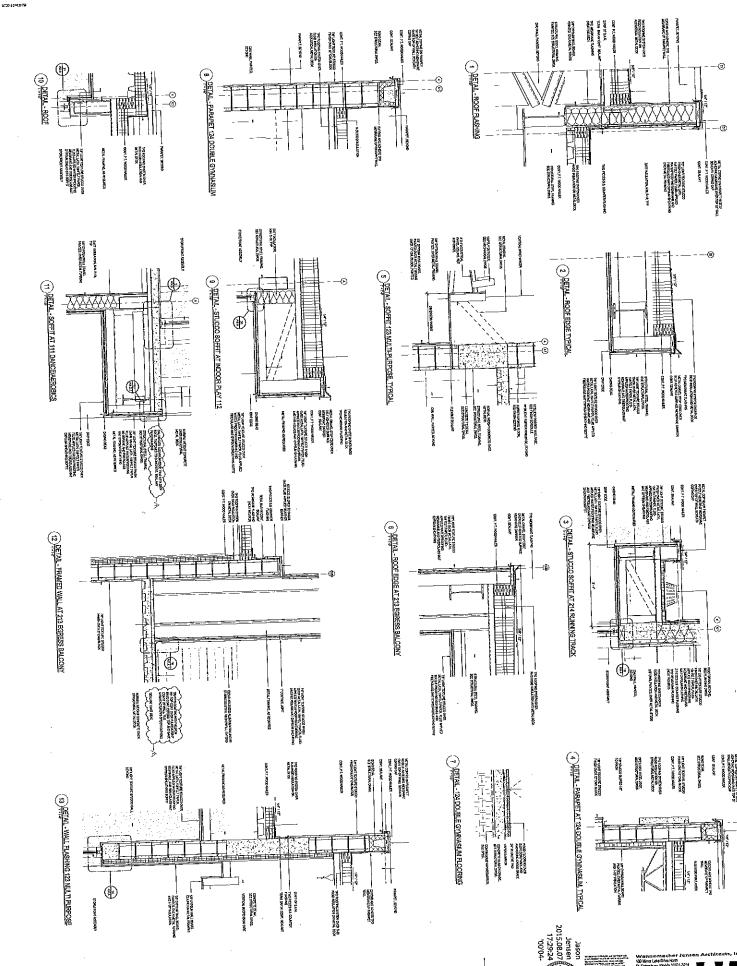
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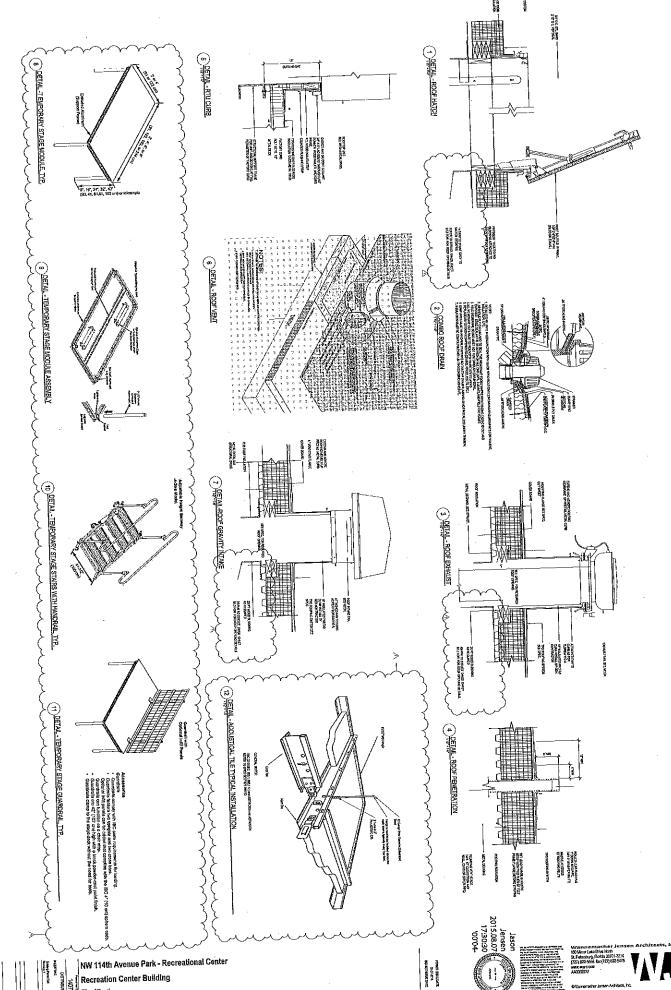
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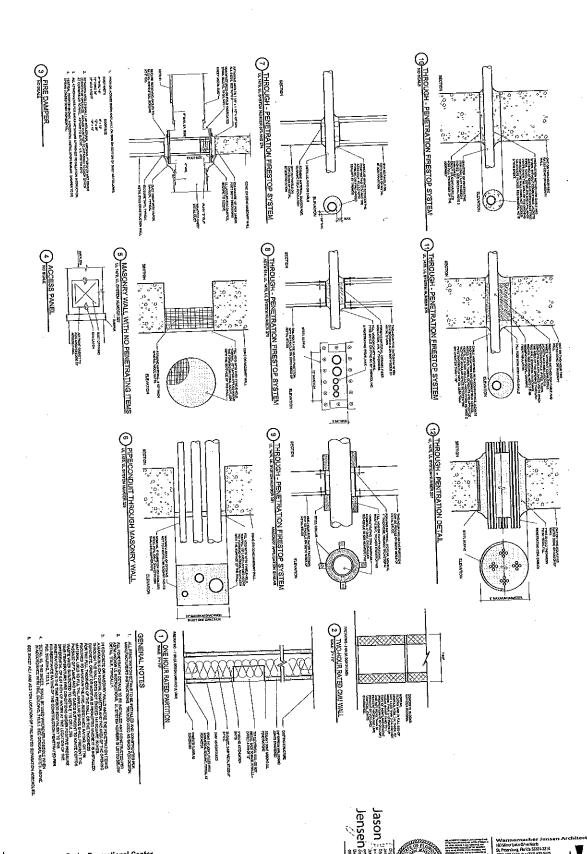
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DETAILS

Recreation Center Building City of Doral



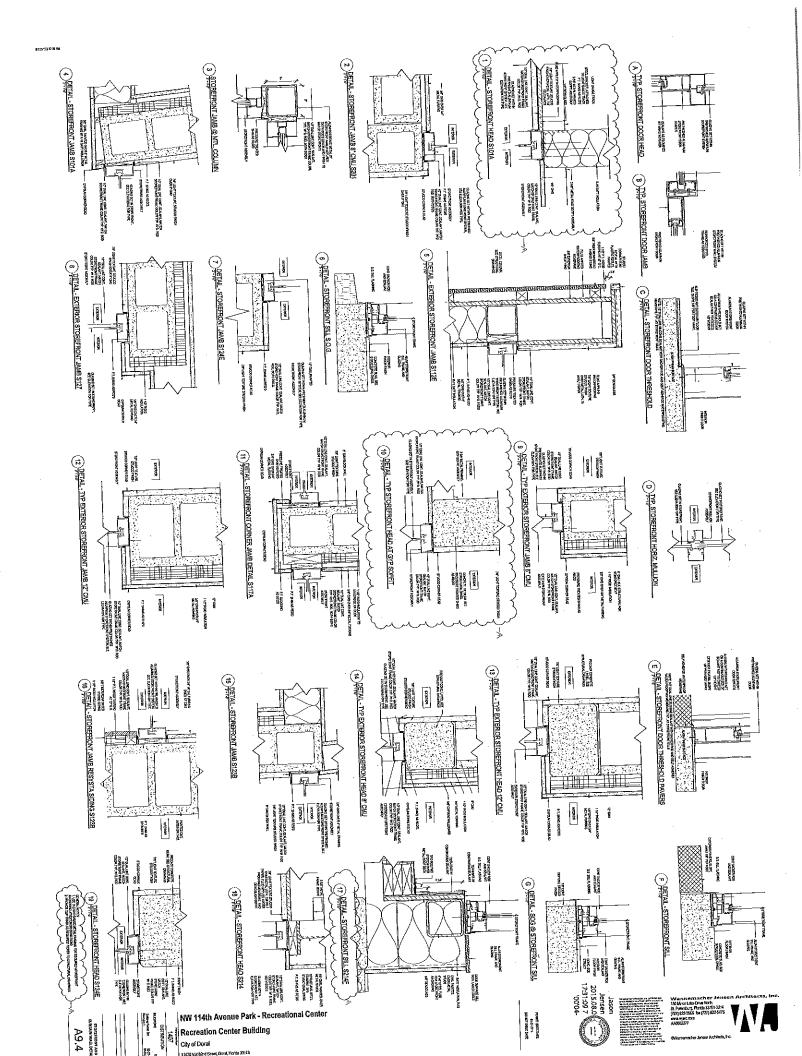




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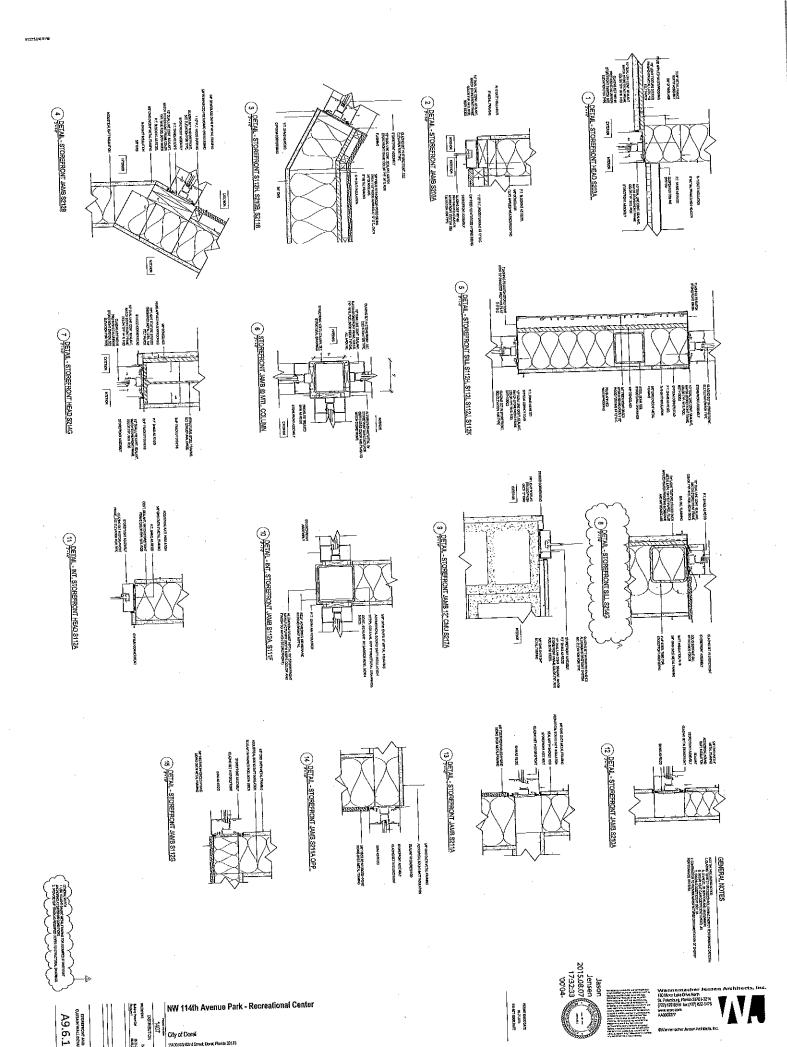


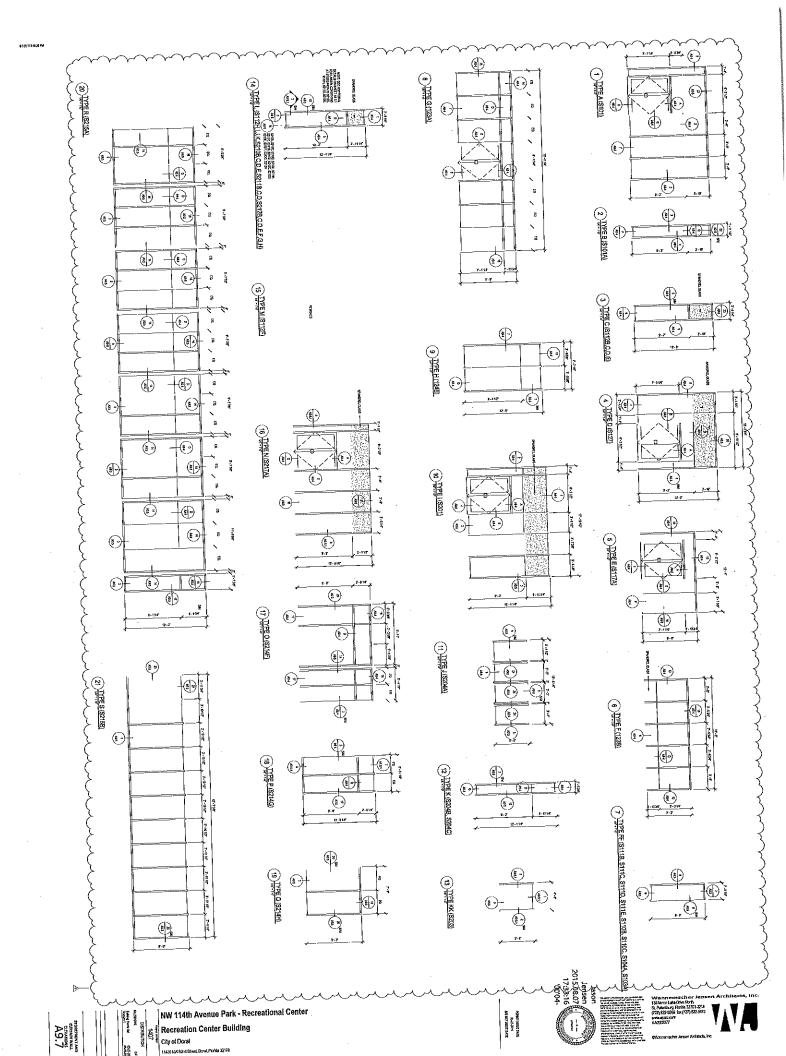


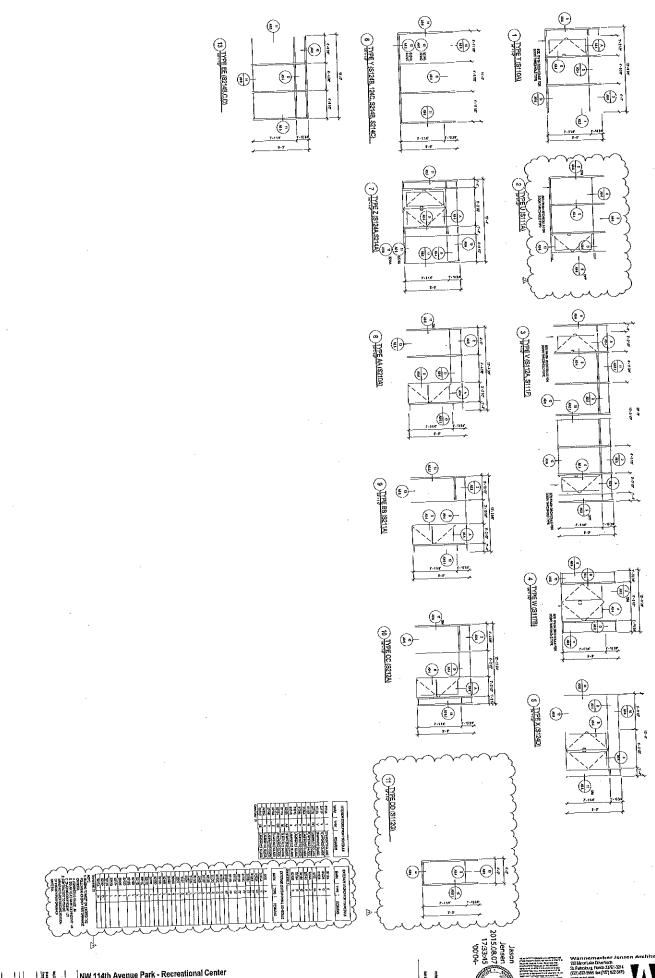
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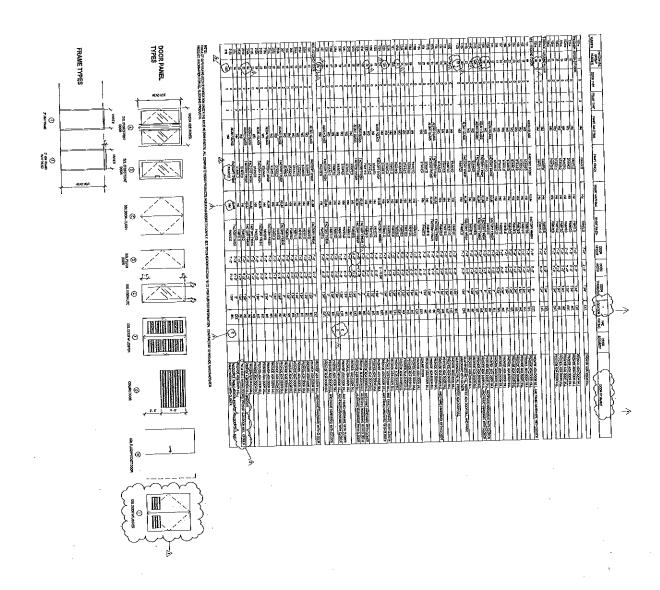


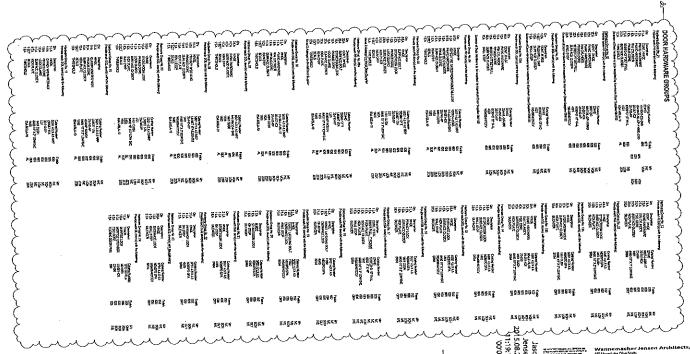




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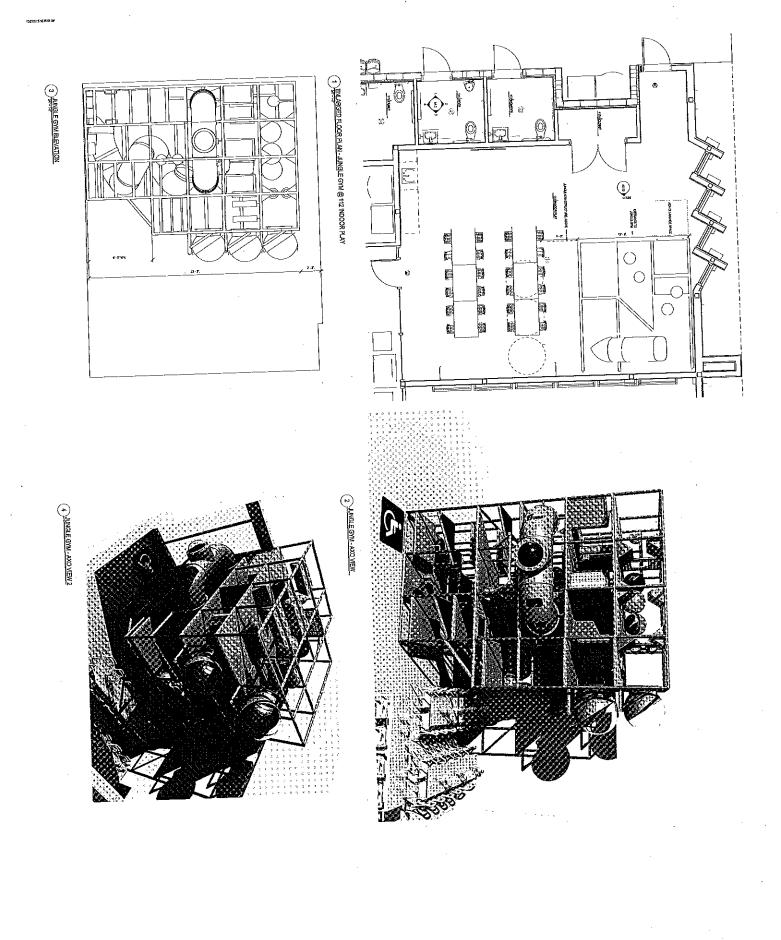






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Recreation Center Building City of Doral

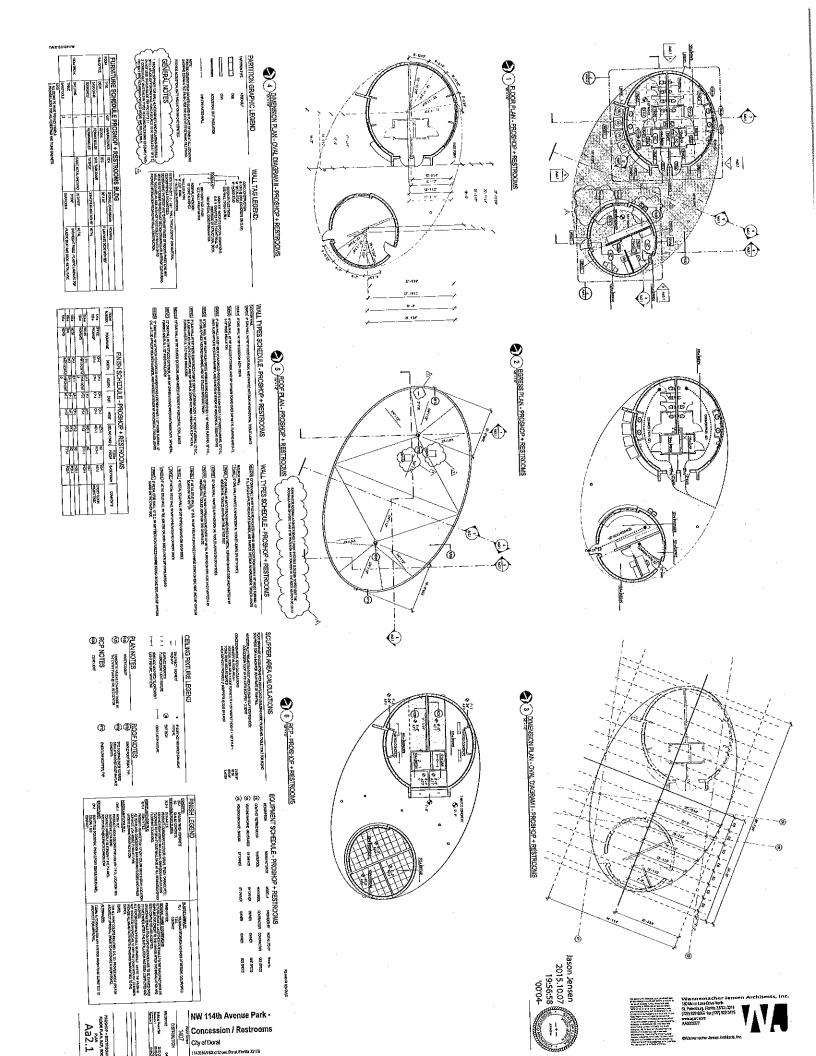


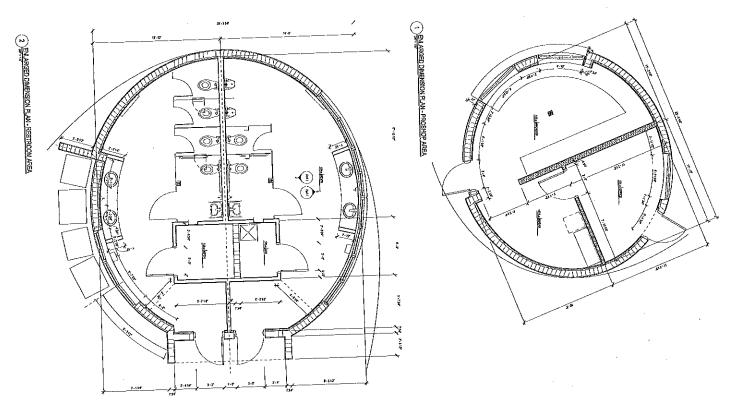
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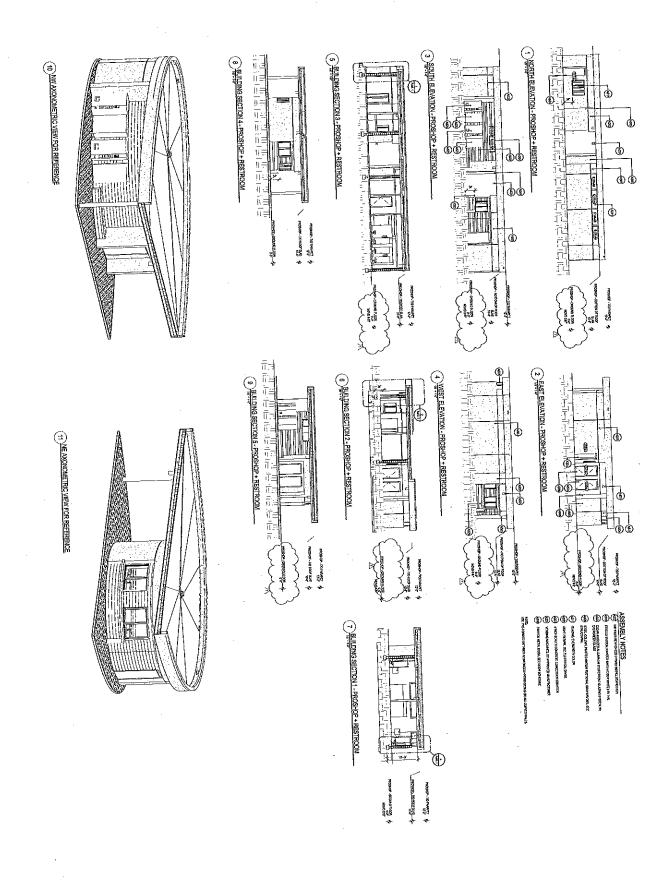
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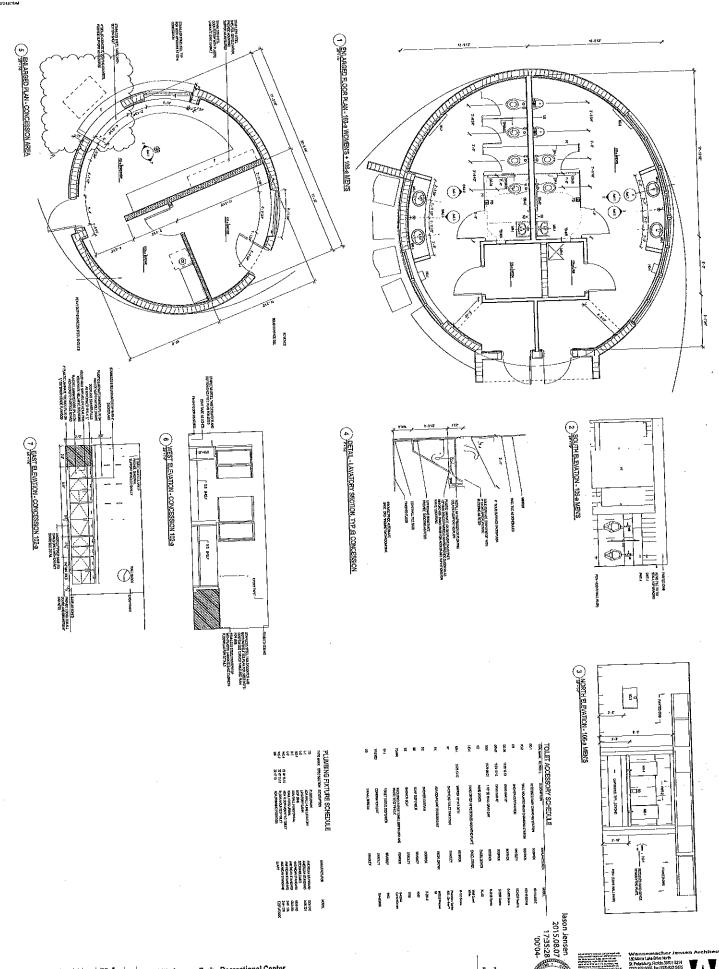


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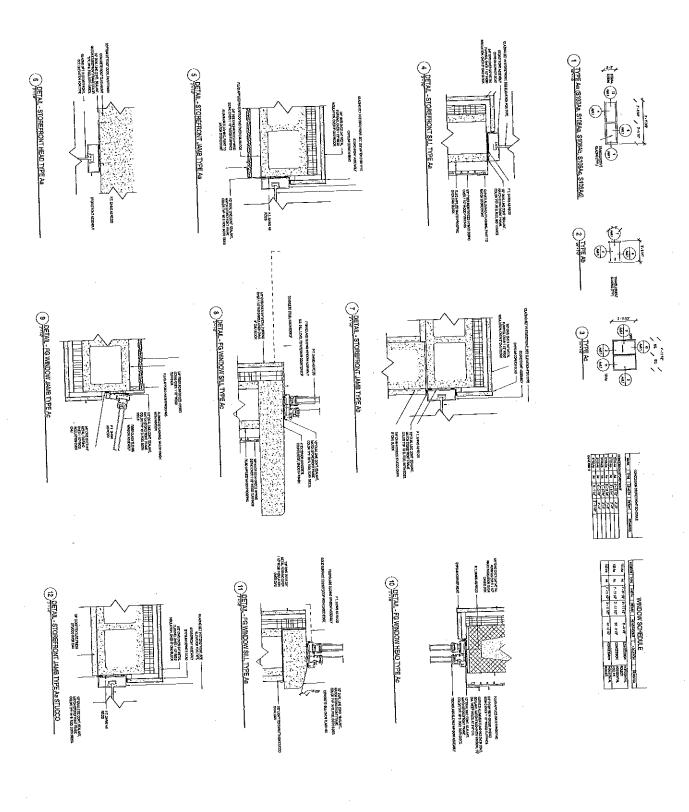
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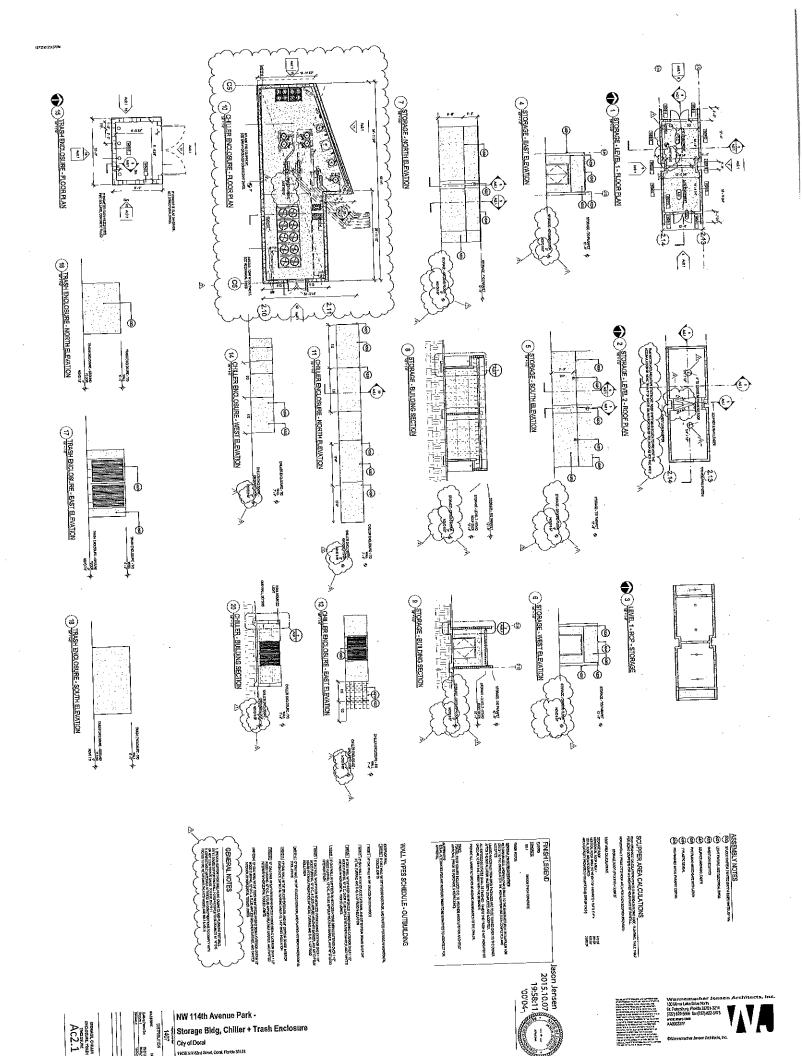
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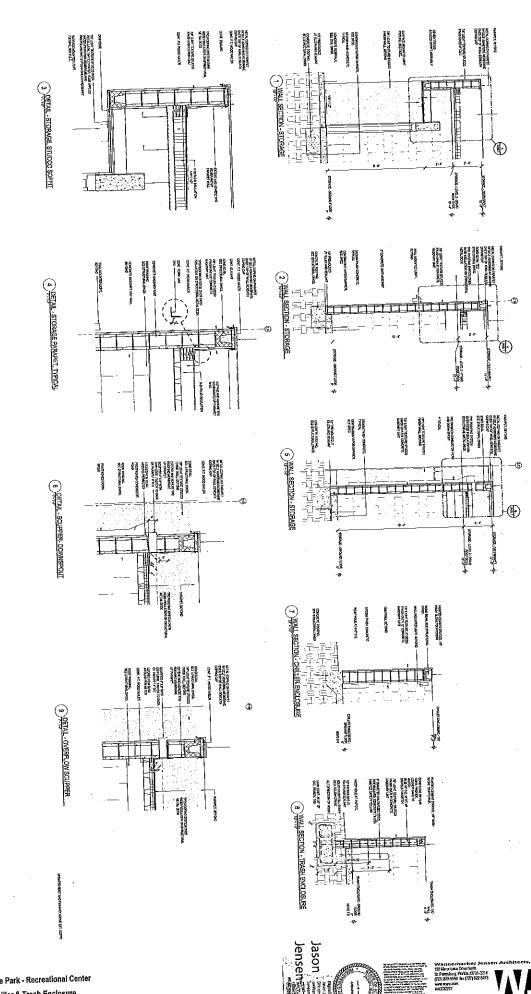


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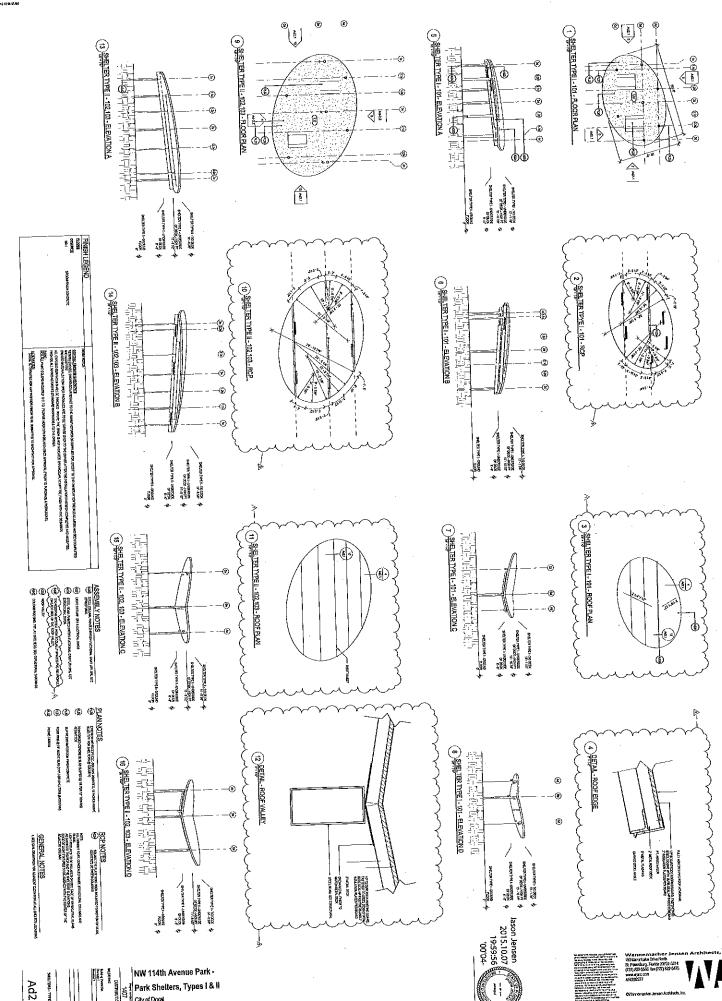








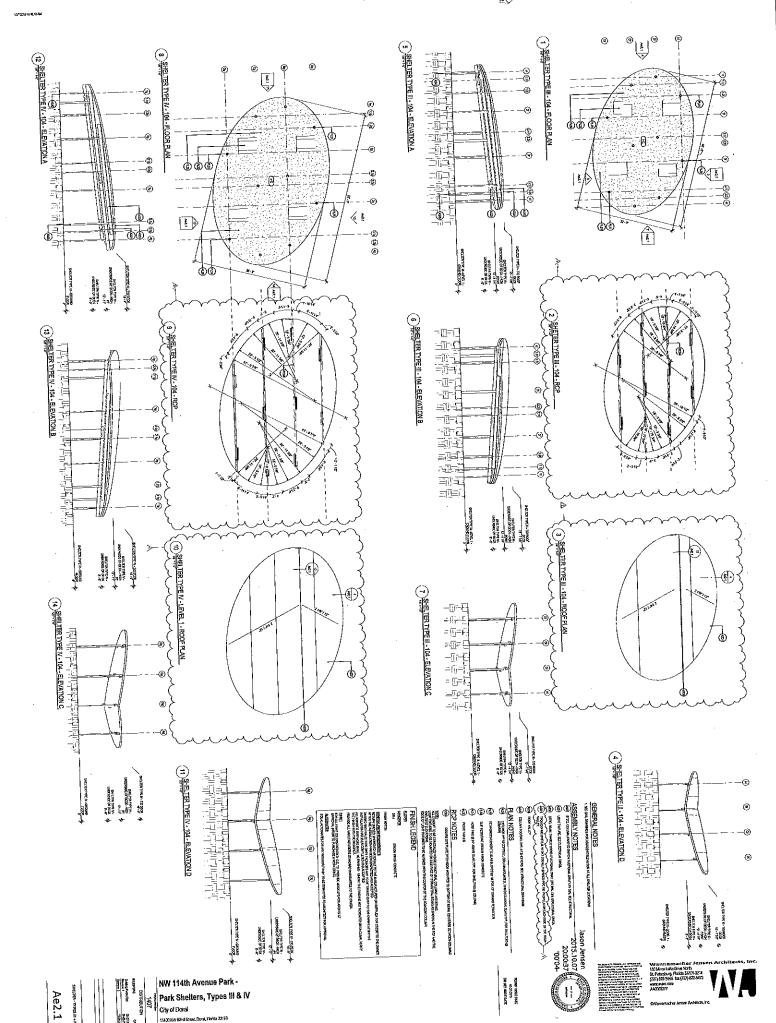


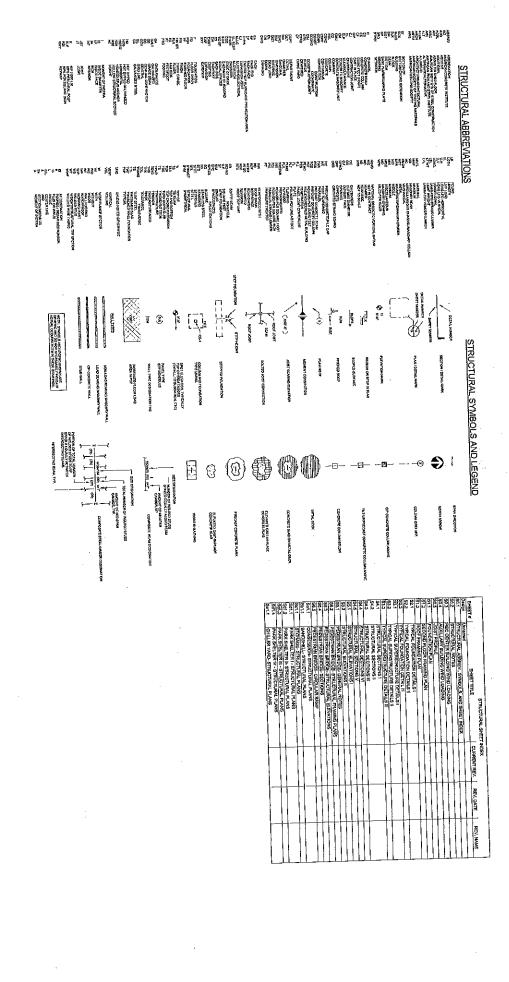


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SHELTERS-TYPE, TYPE

Park Shelters, Types I & II City of Doral







NW 114th Avenue Park- Recreational Center Recreation Center Building

Recreation Center by City of Doral







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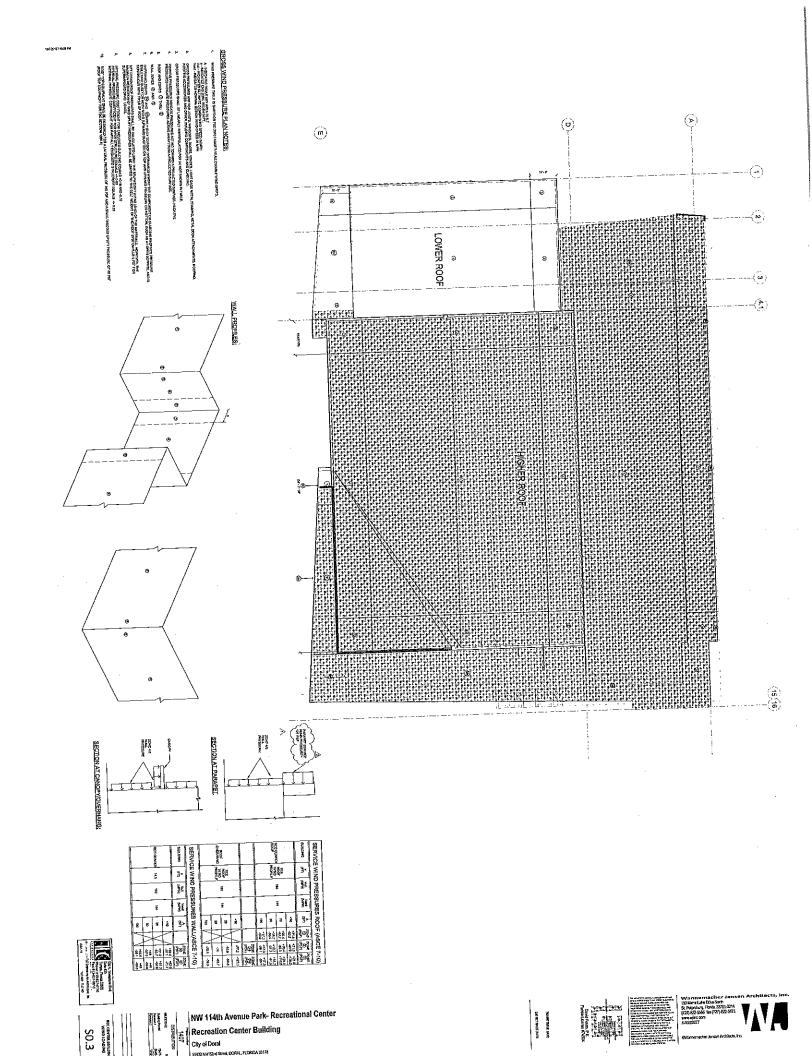
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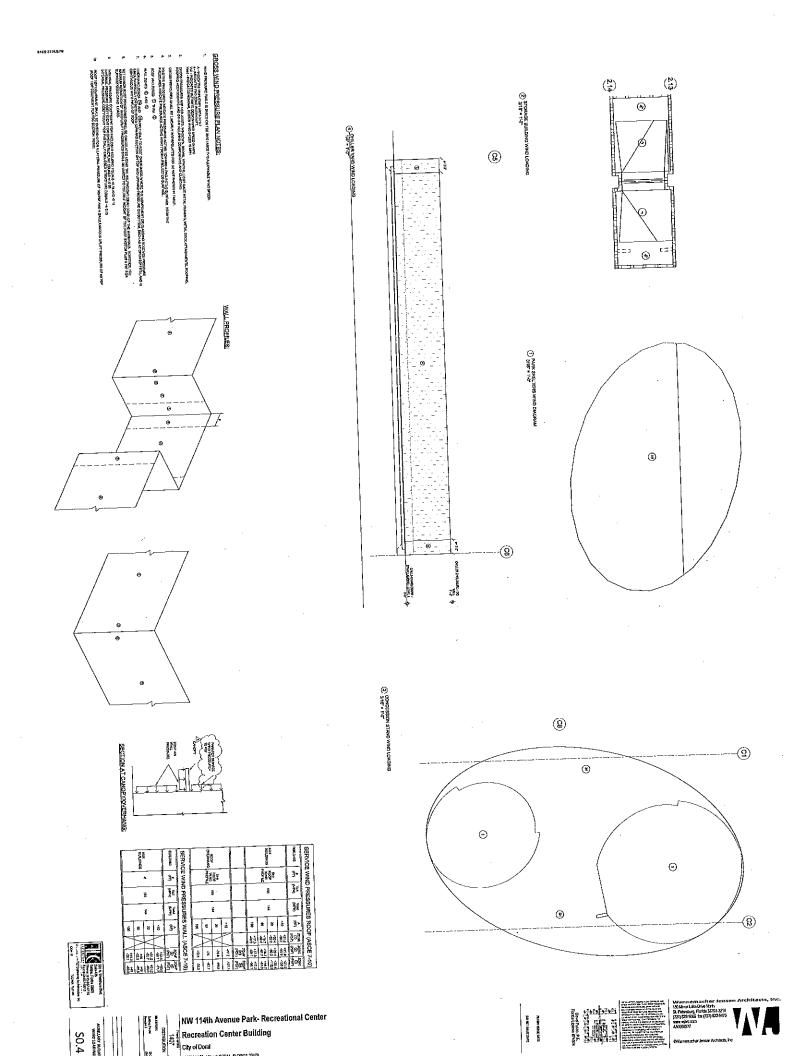
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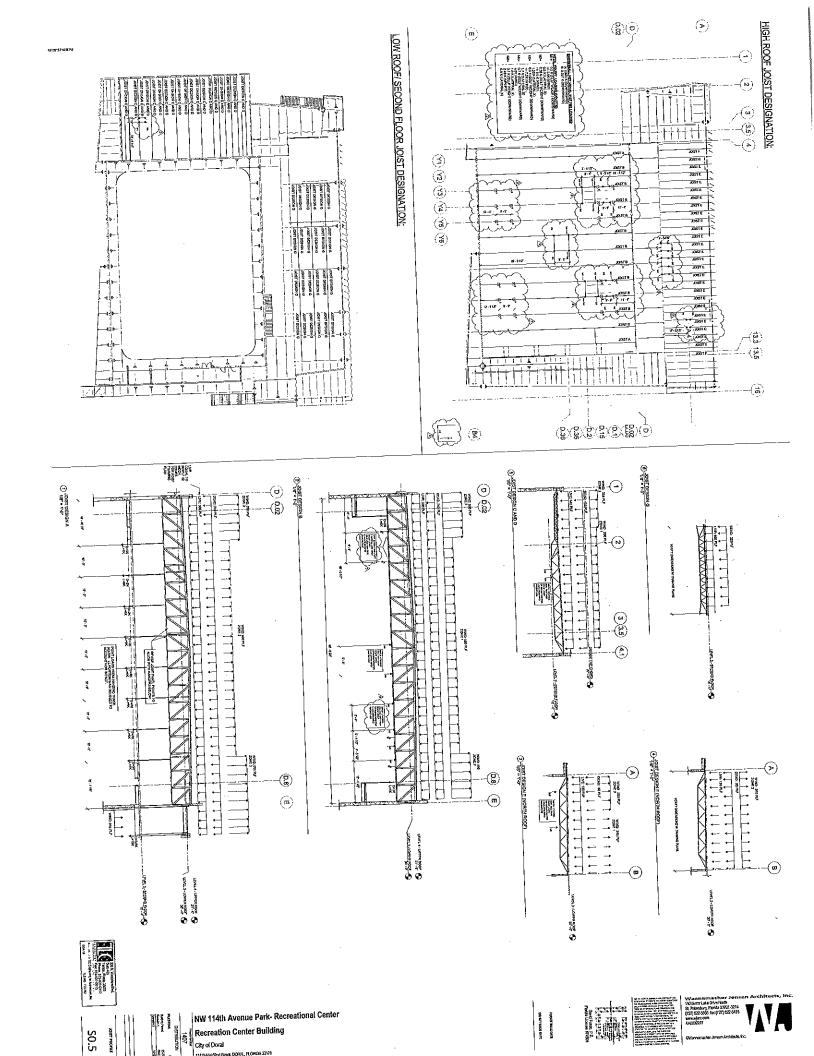
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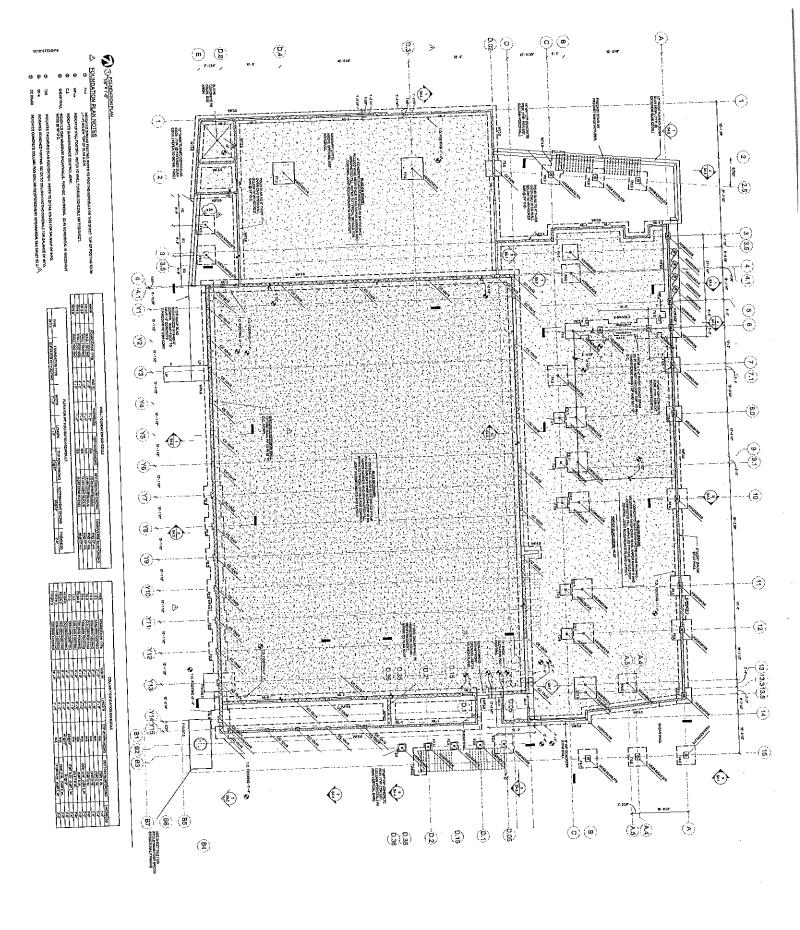
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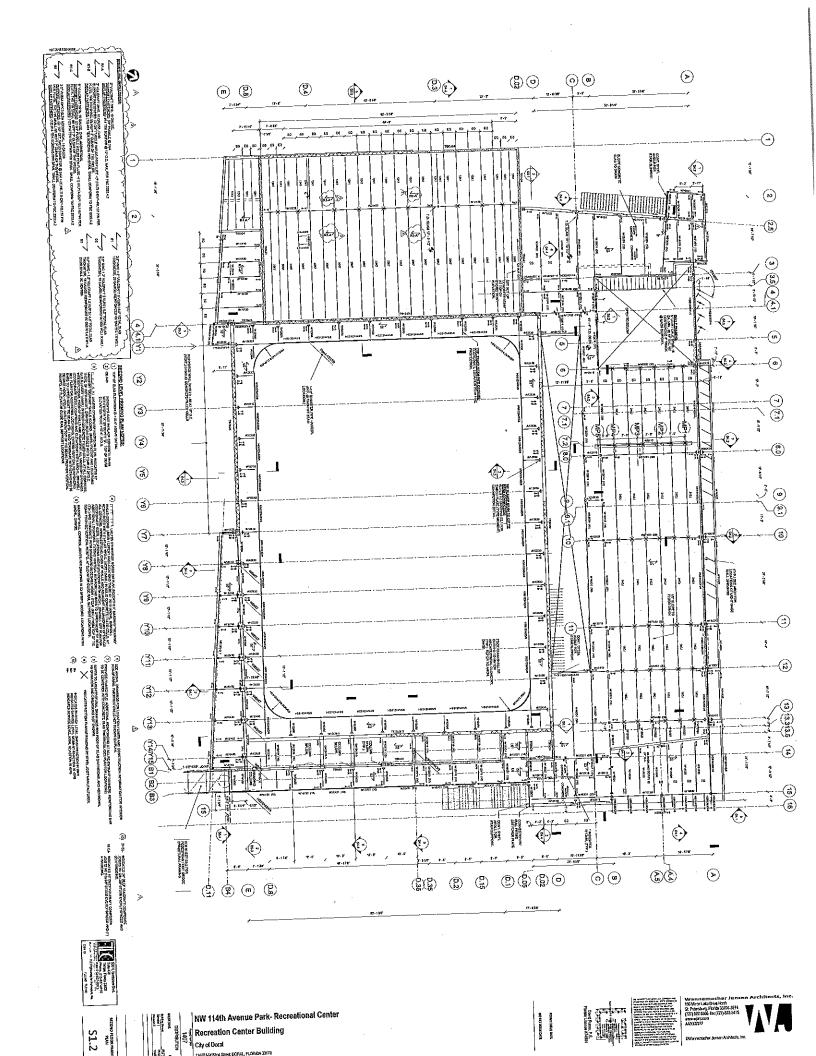


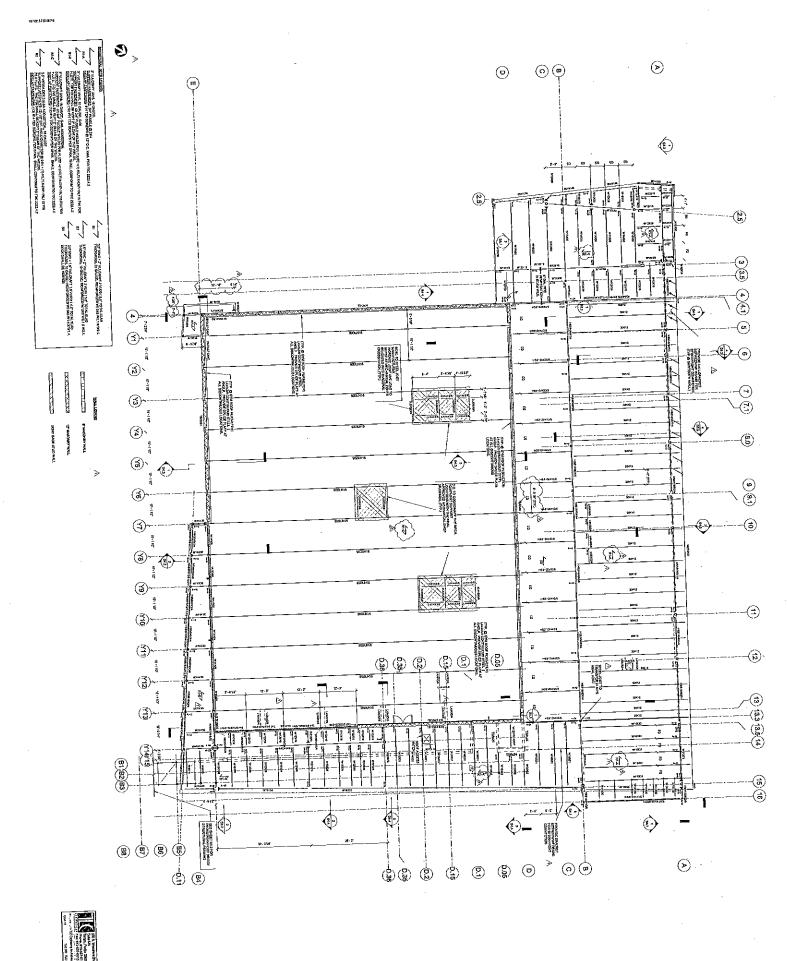


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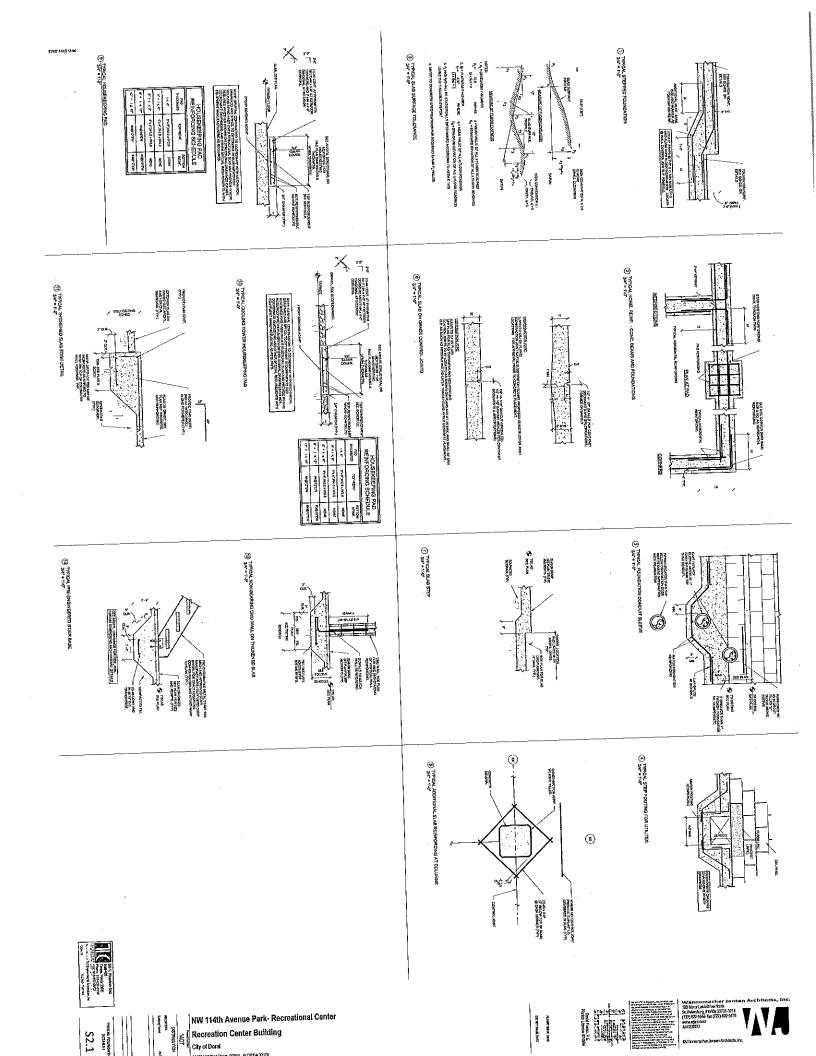


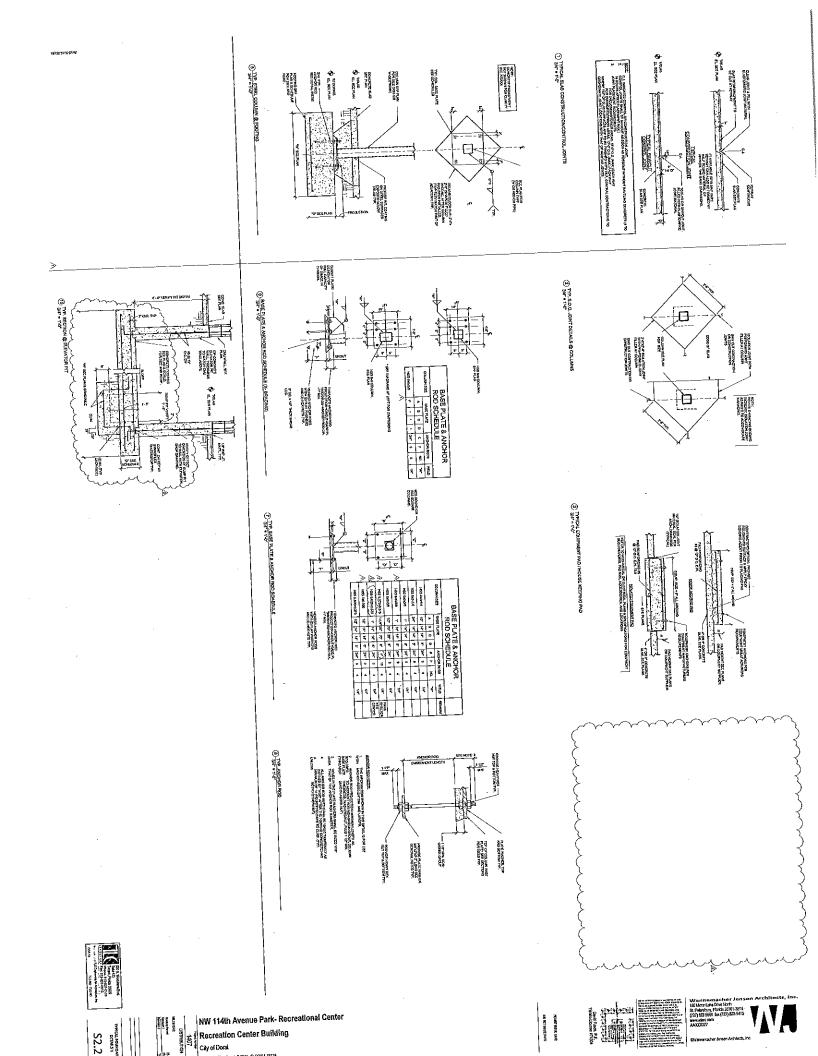


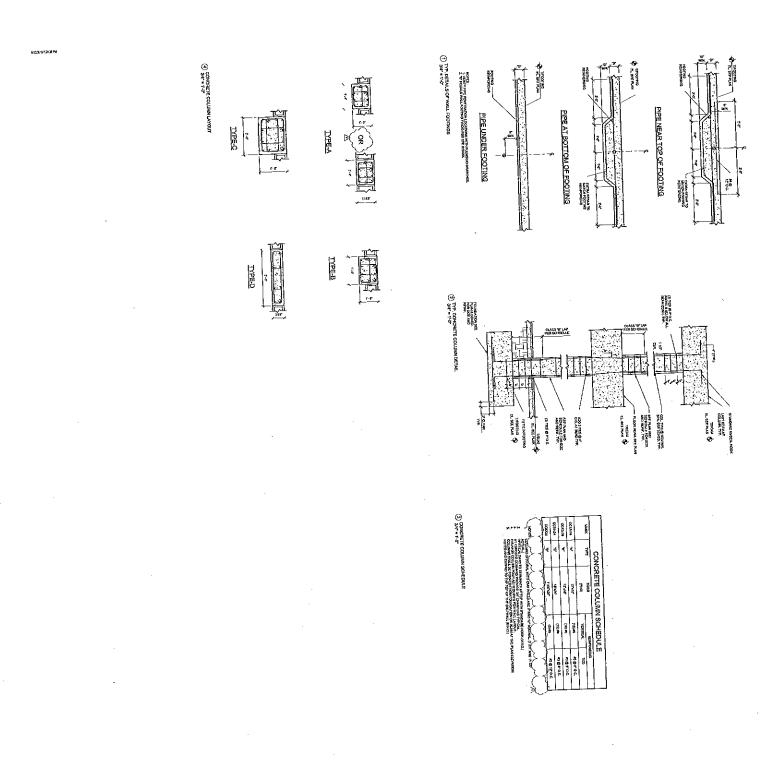












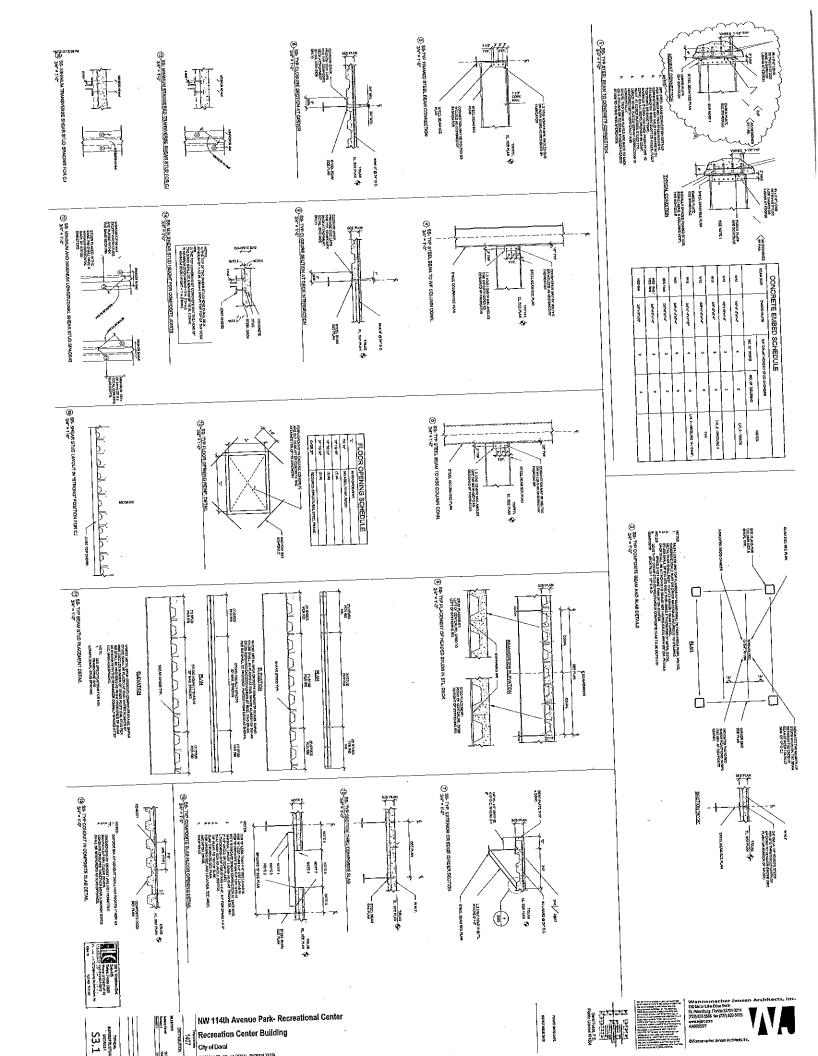


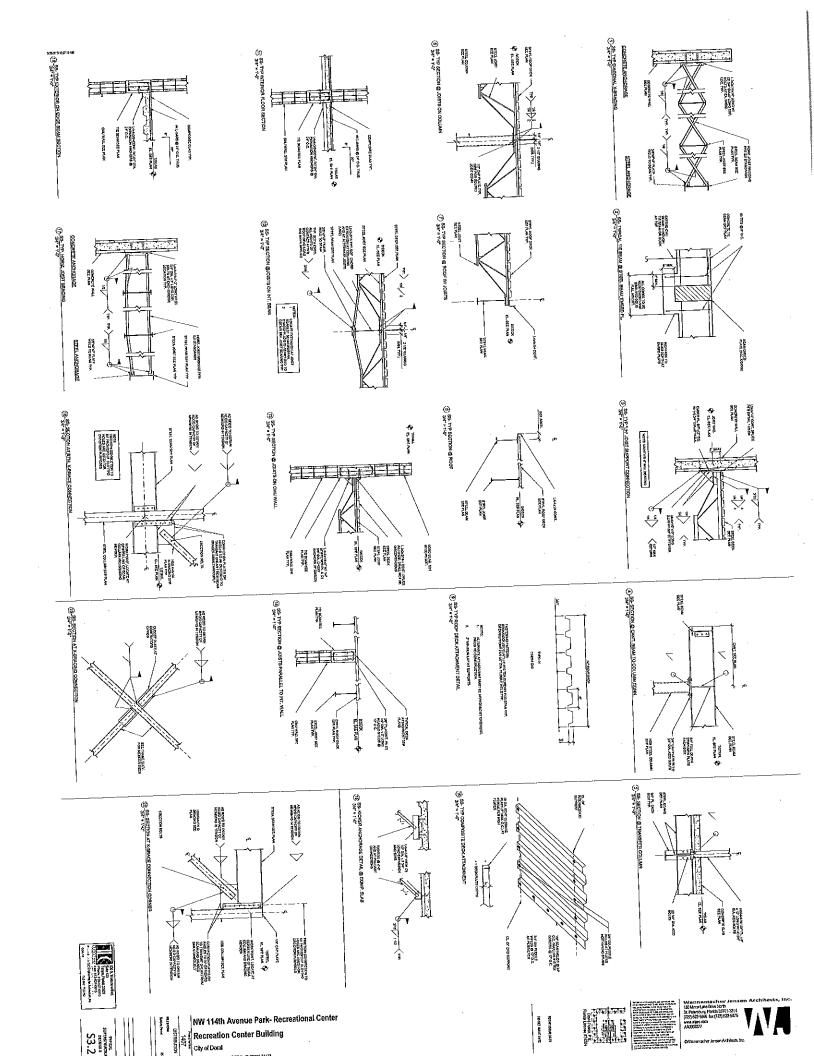


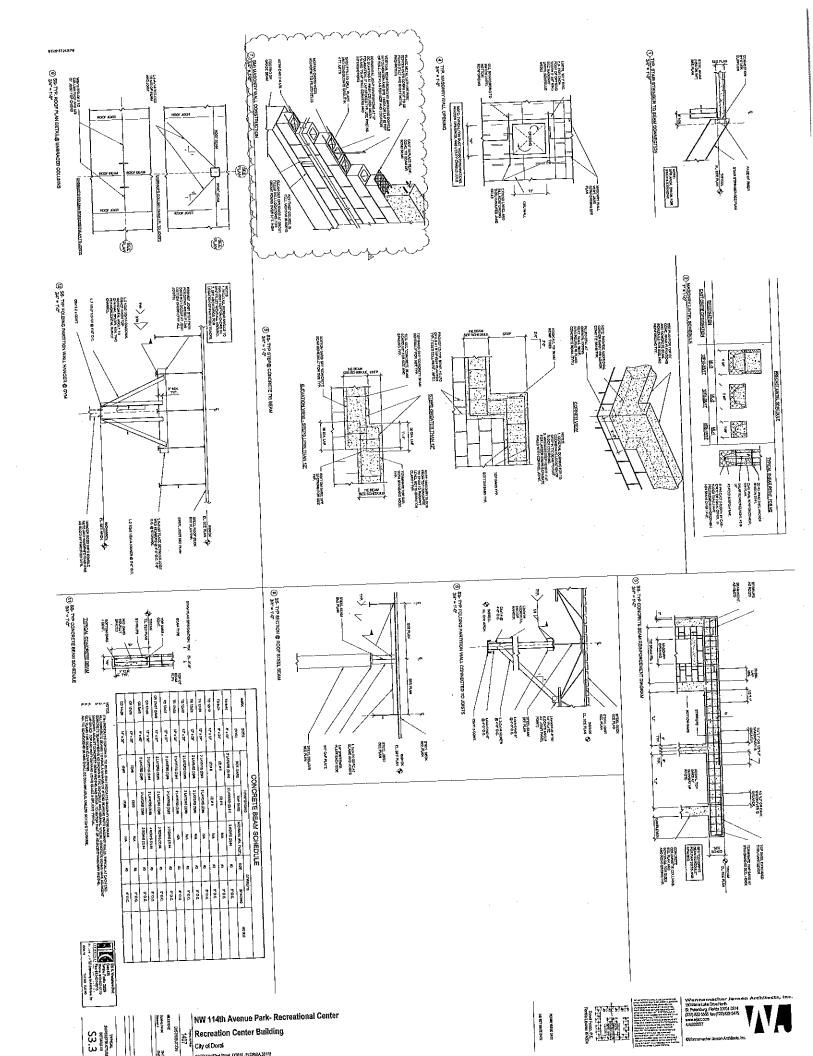


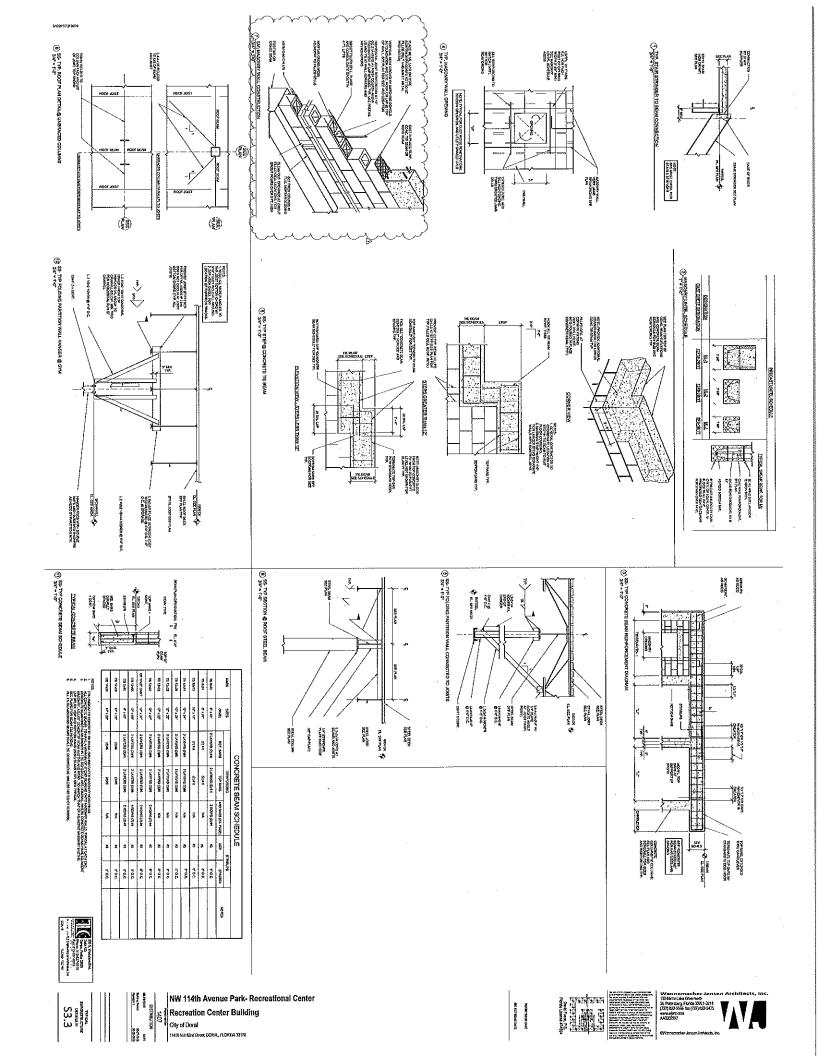
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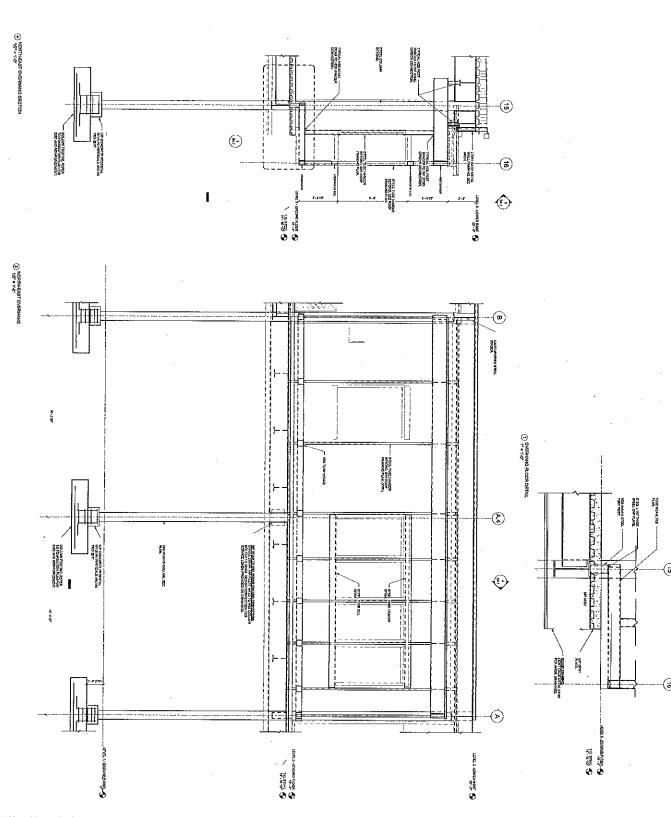












NW 114th Avenue Park- Recreational Center
Recreation Center Building

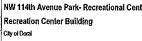






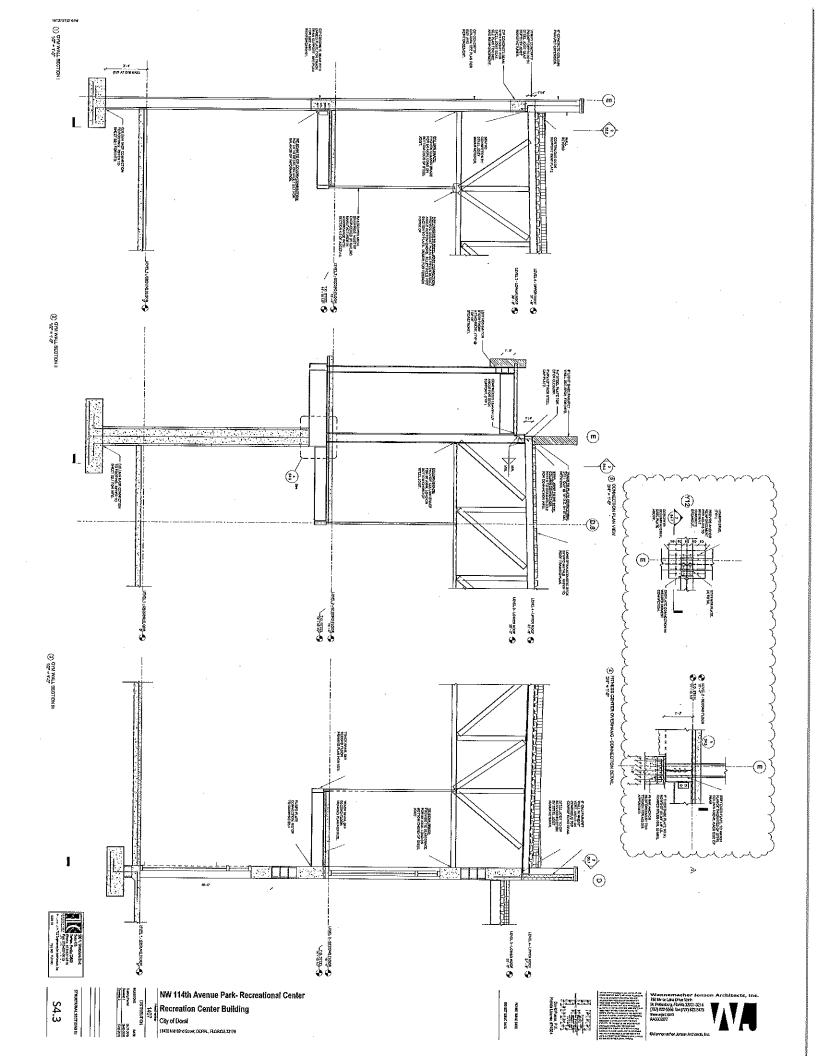


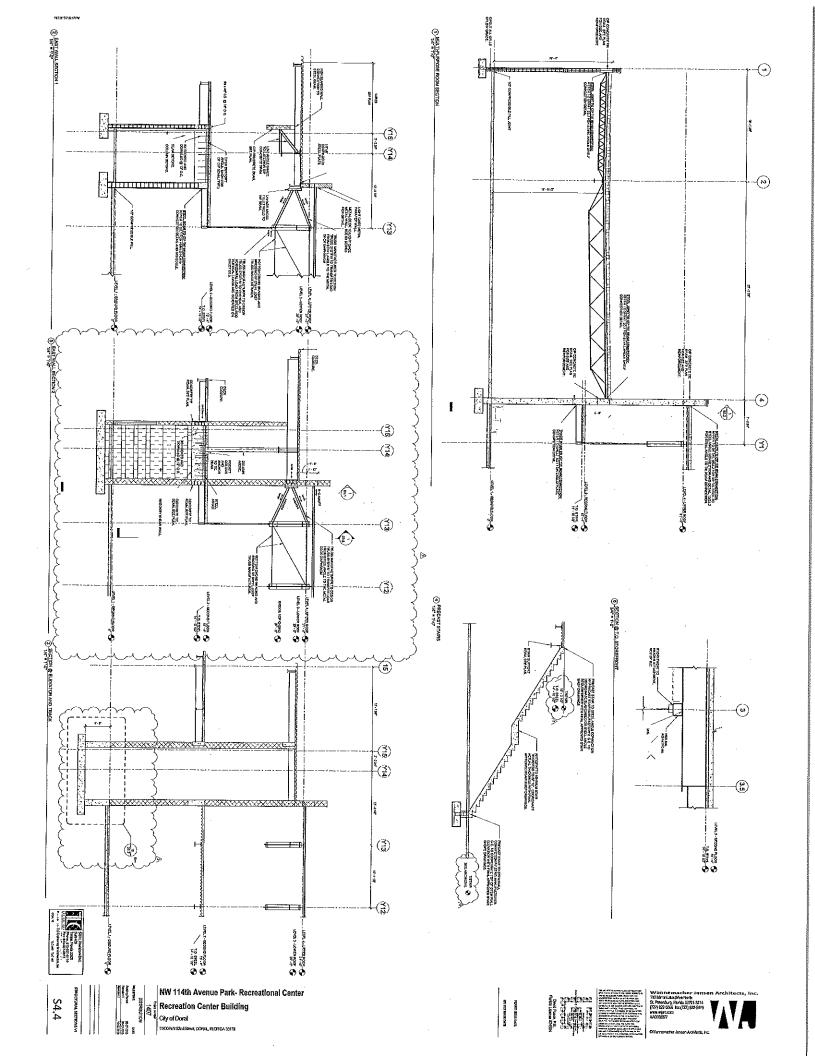




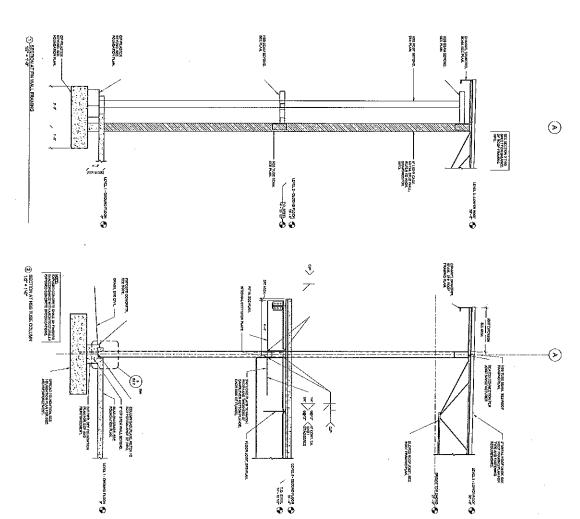
















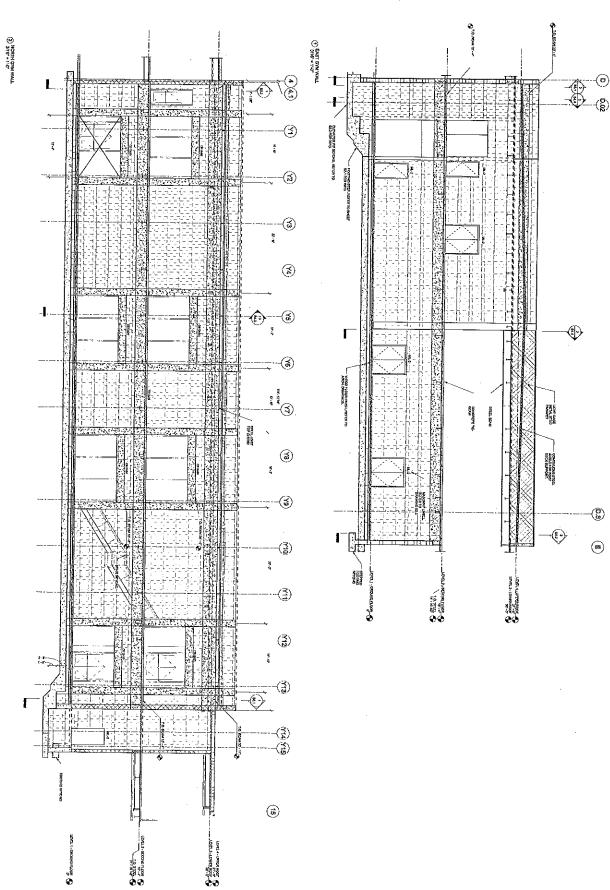




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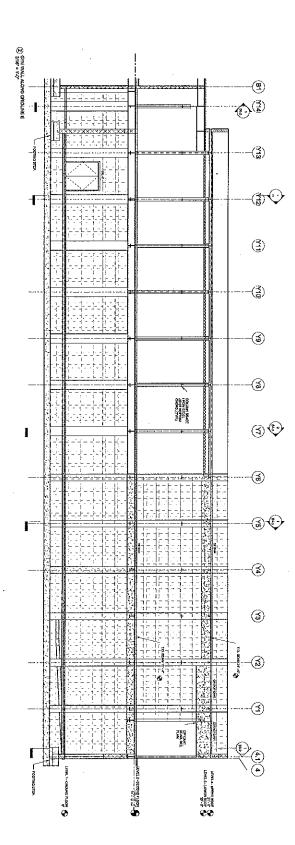


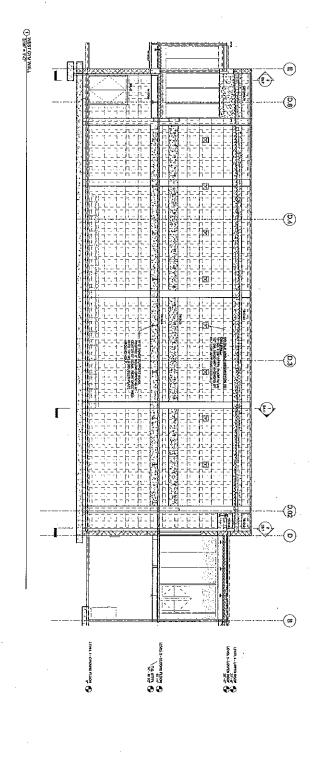


NW 114th Avenue Park- Recreational Center Recreation Center Building











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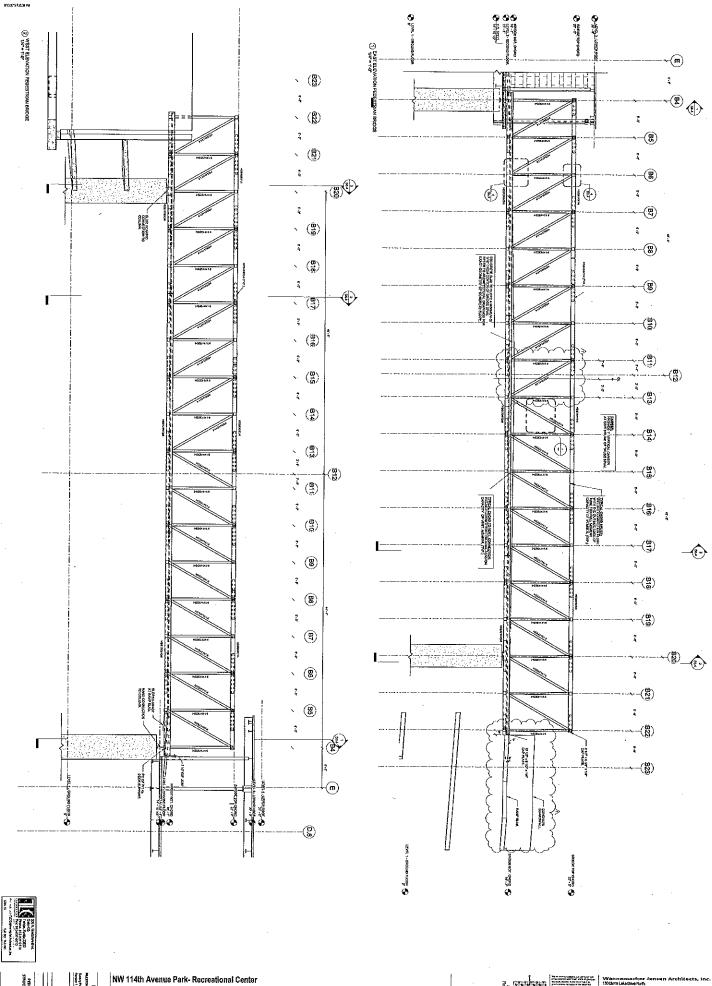
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NW 114th Avenue Park- Recreation Center Building

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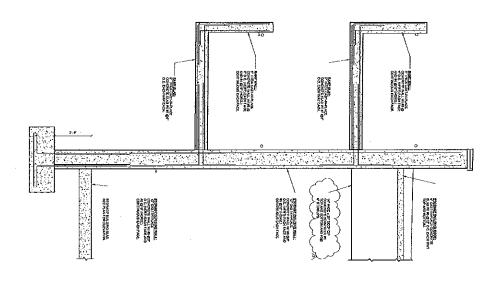
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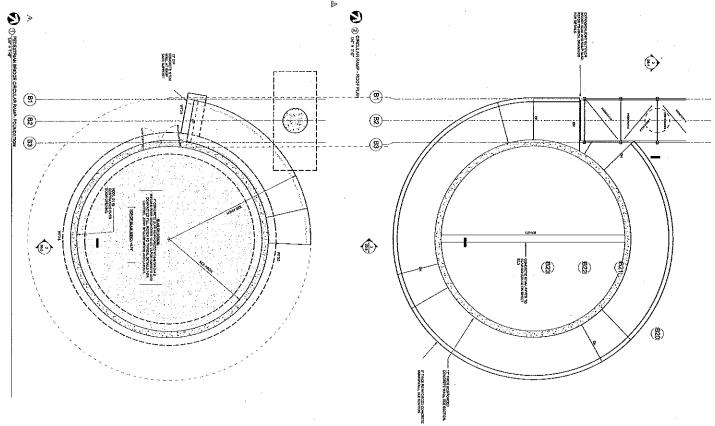






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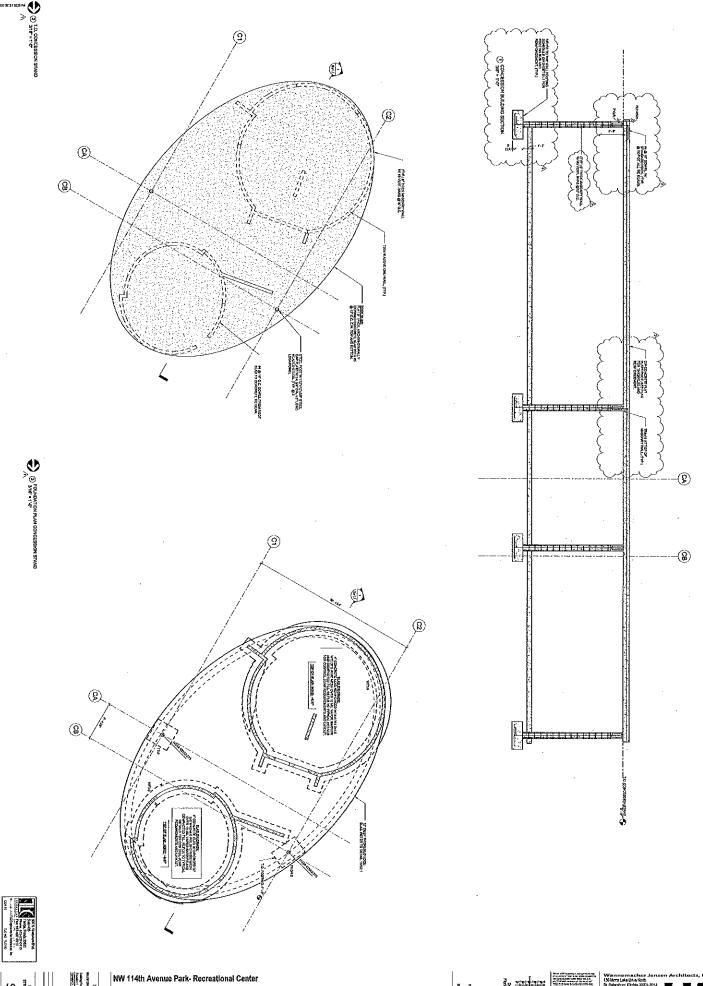












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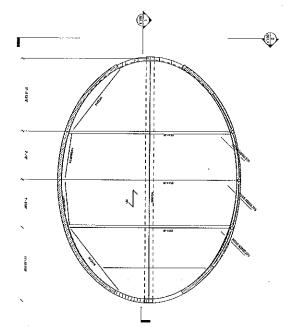
Recreation Center Building

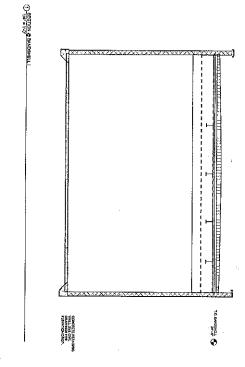


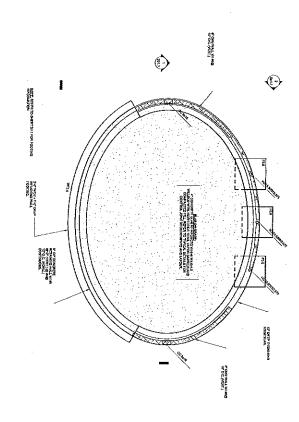


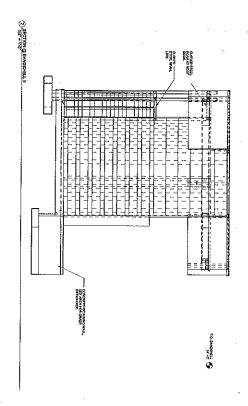


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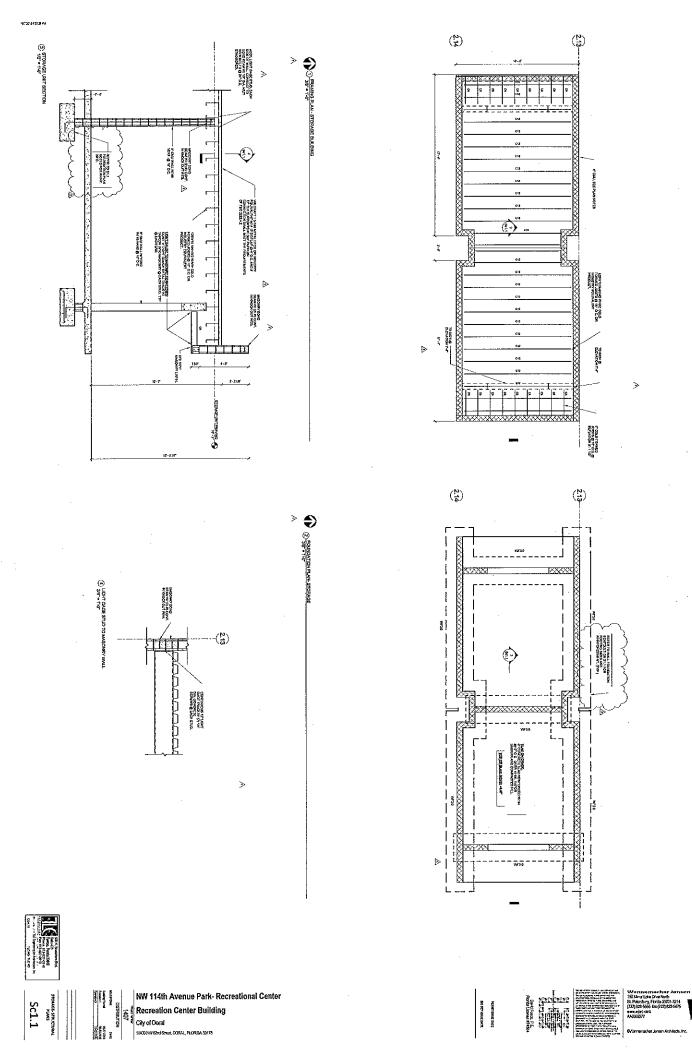


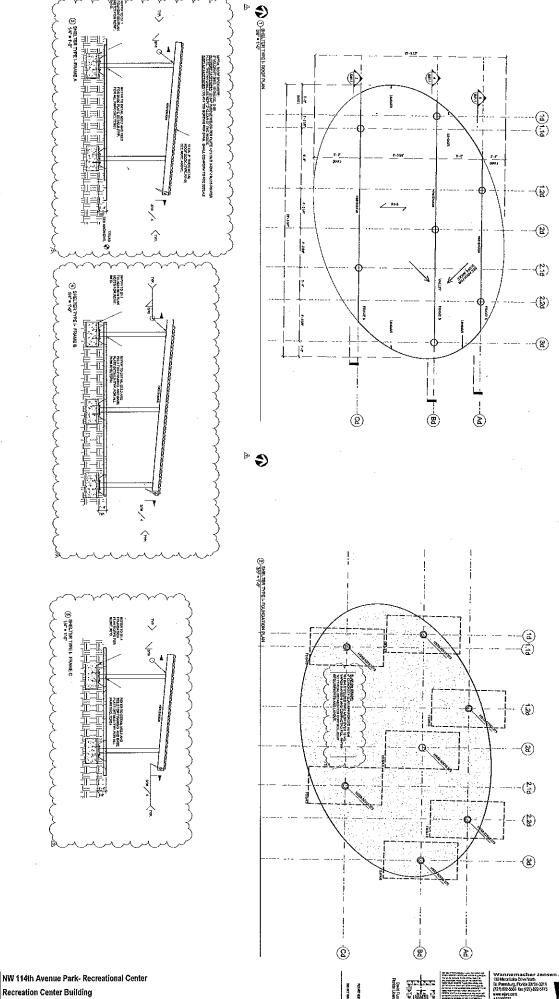
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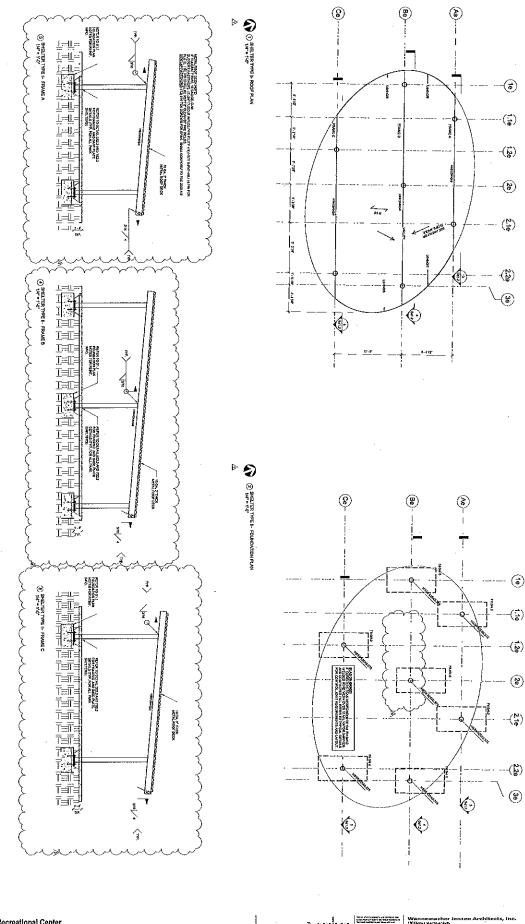




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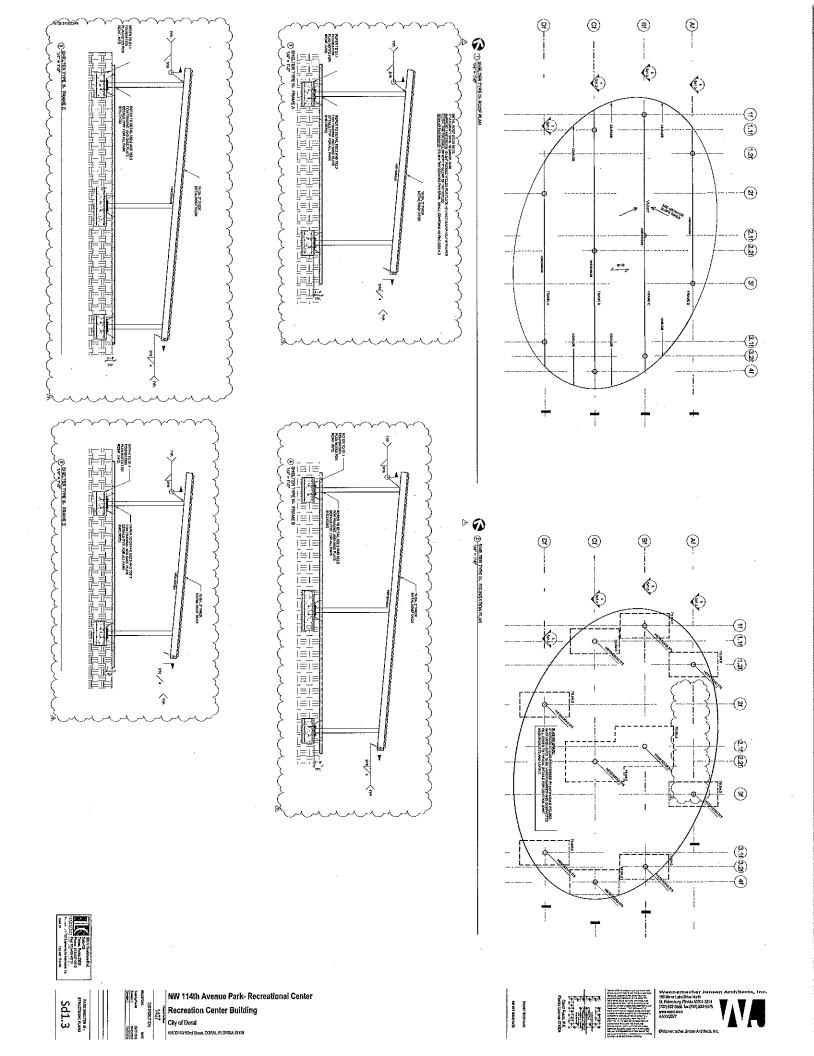


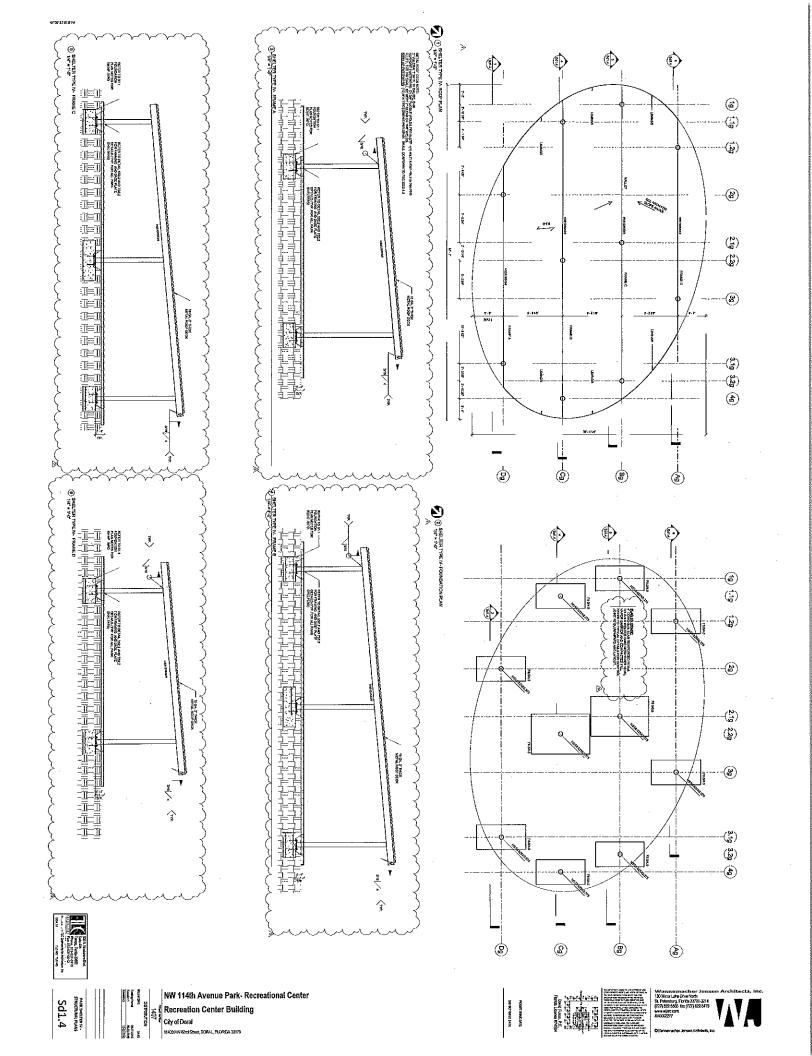


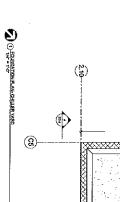


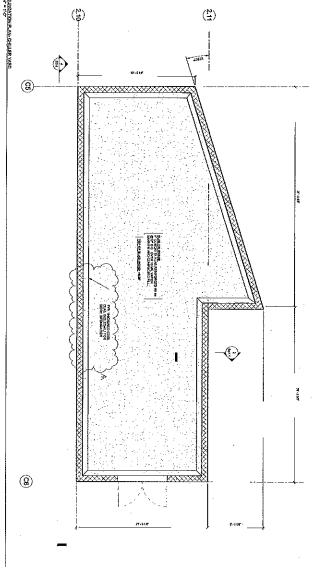


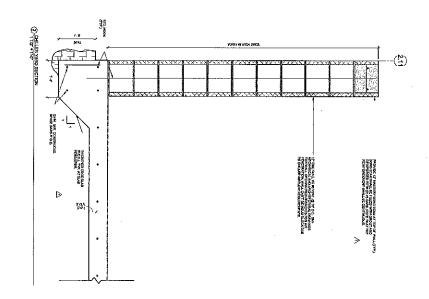
















NW 114th Avenue Park- Recreational Center Recreation Center Building





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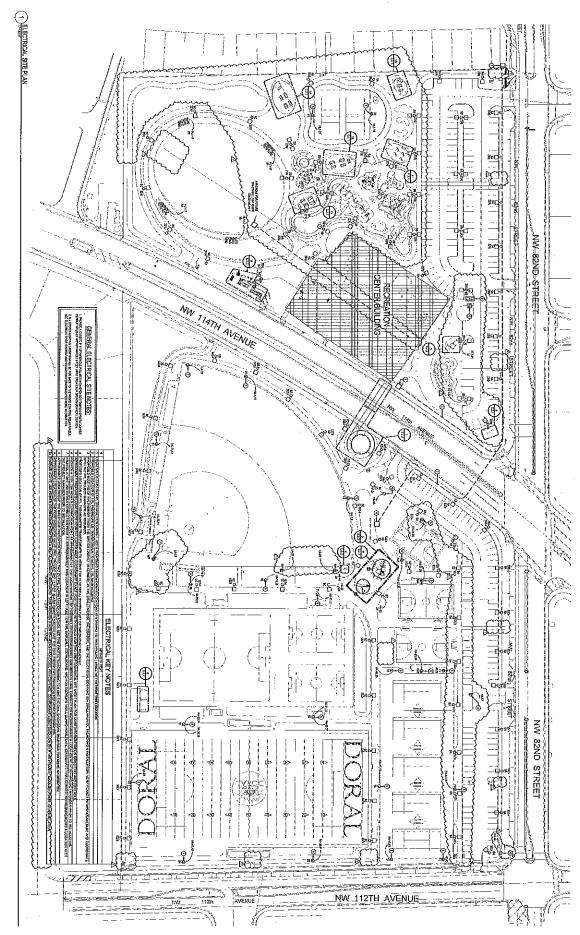














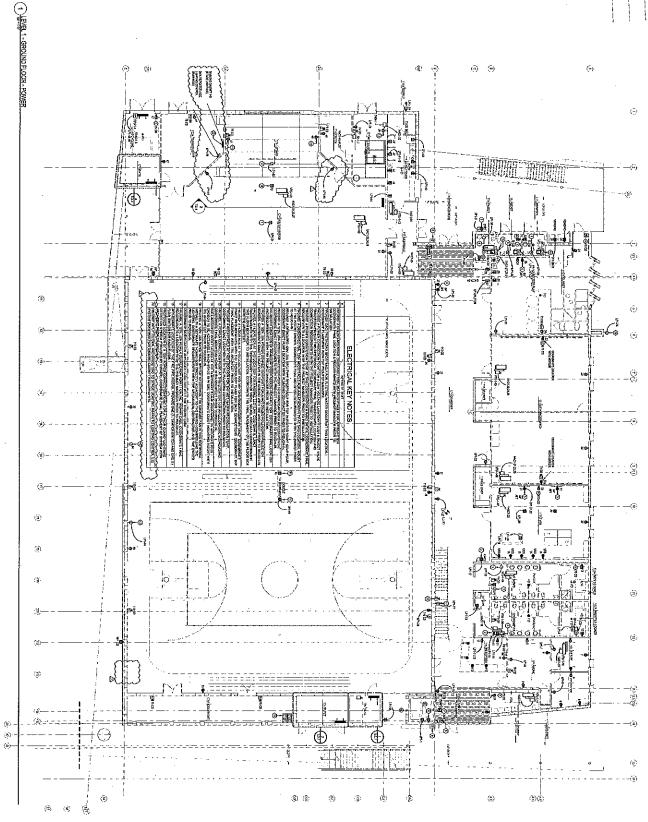


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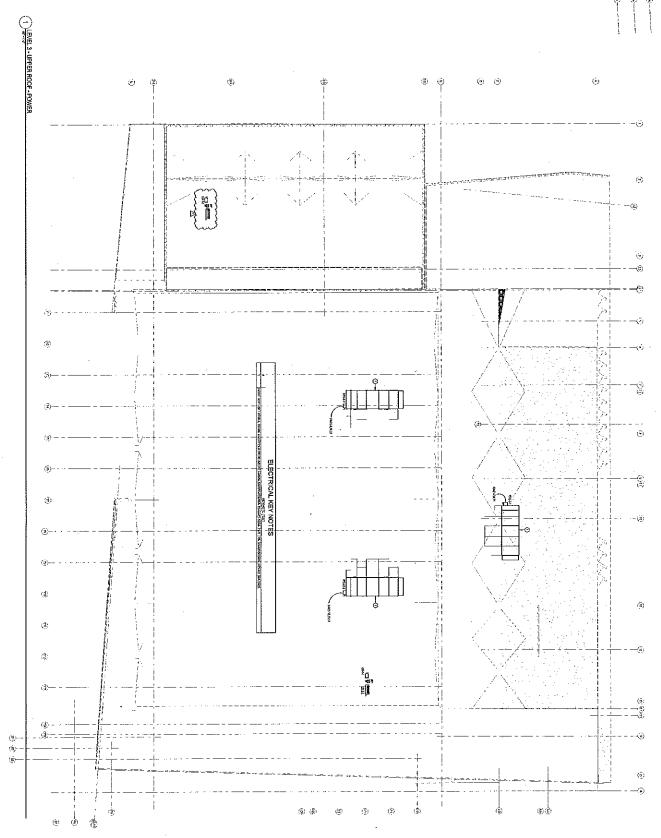




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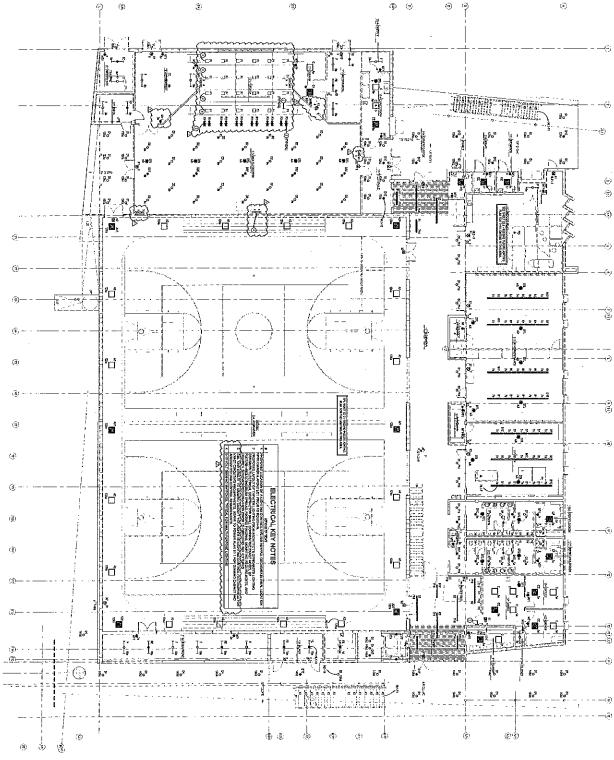


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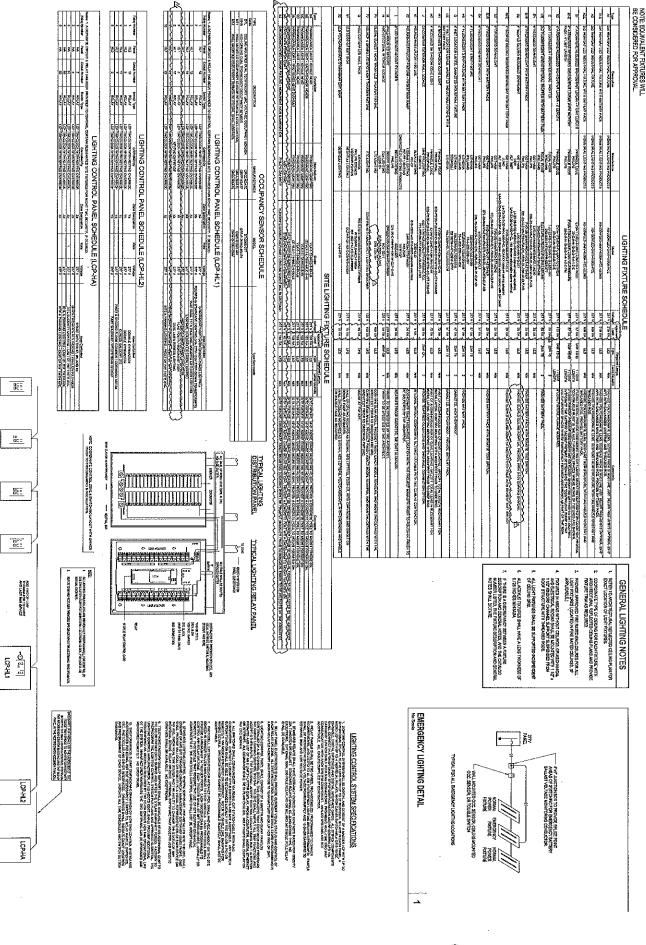
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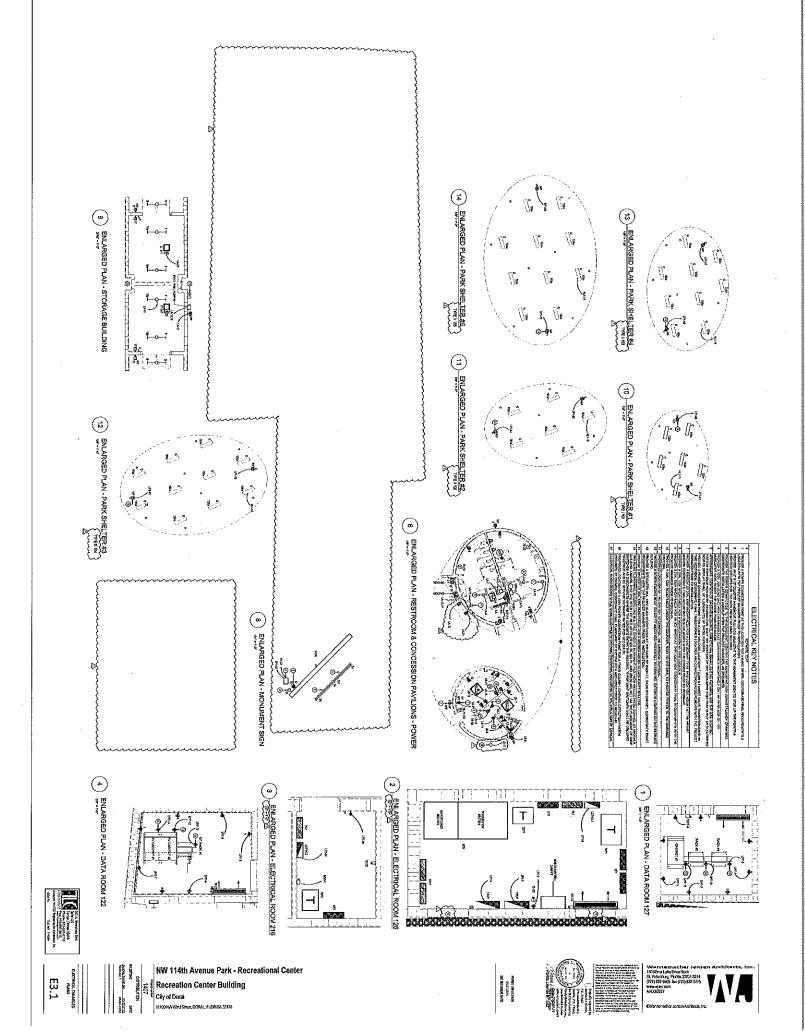
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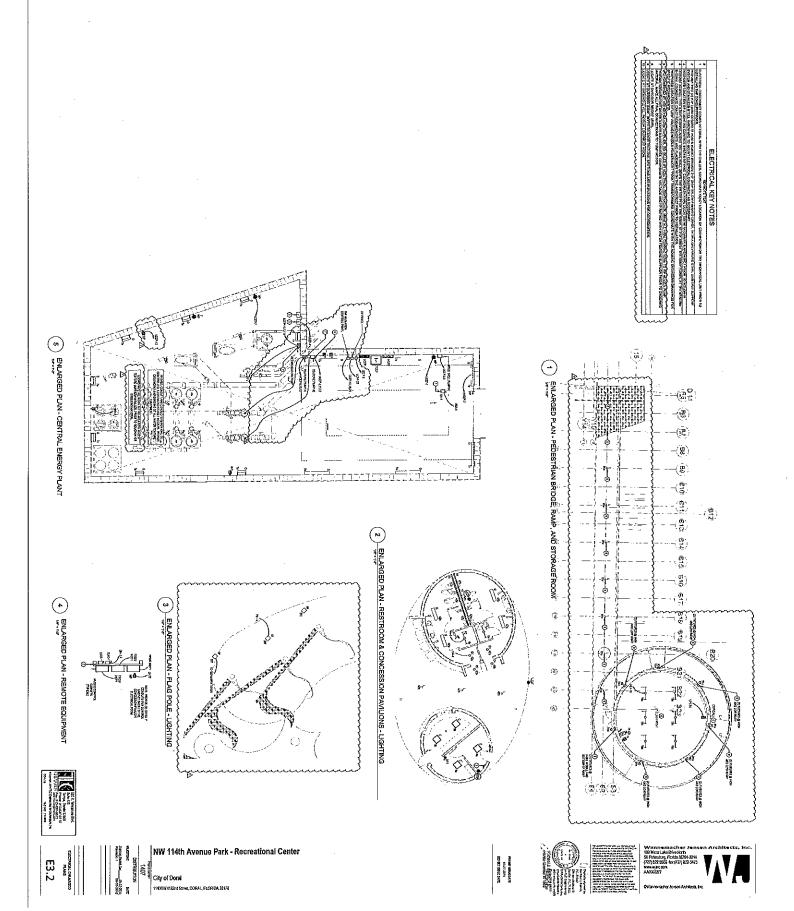
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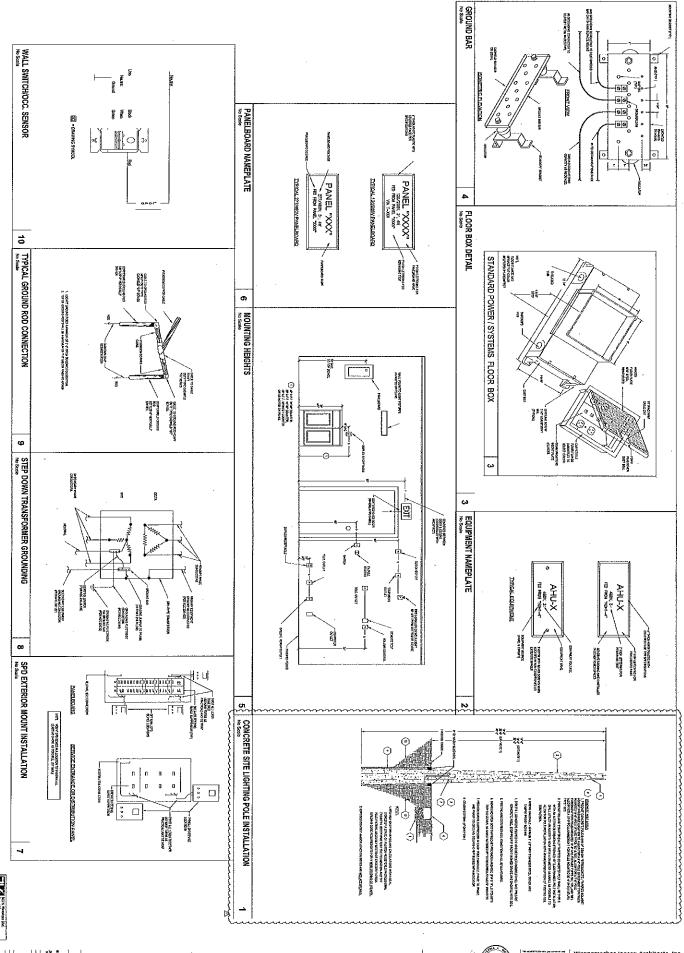












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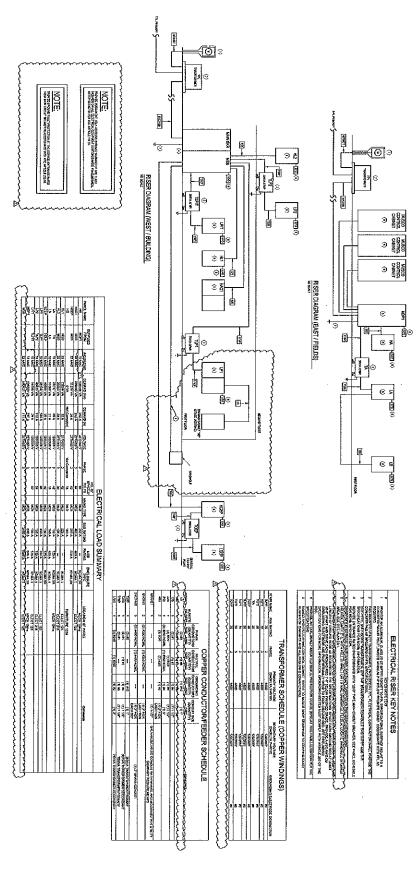
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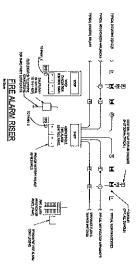




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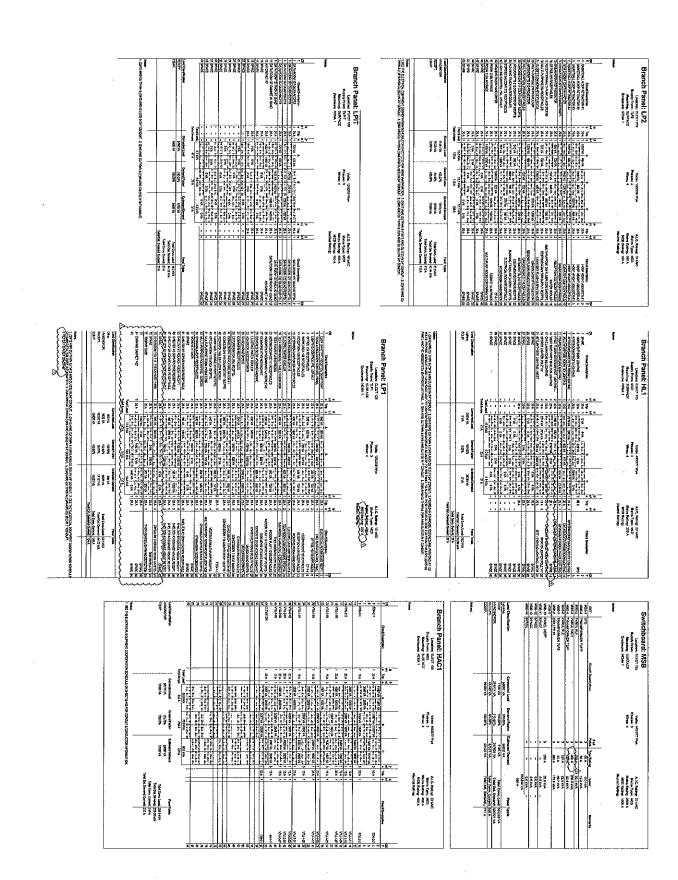


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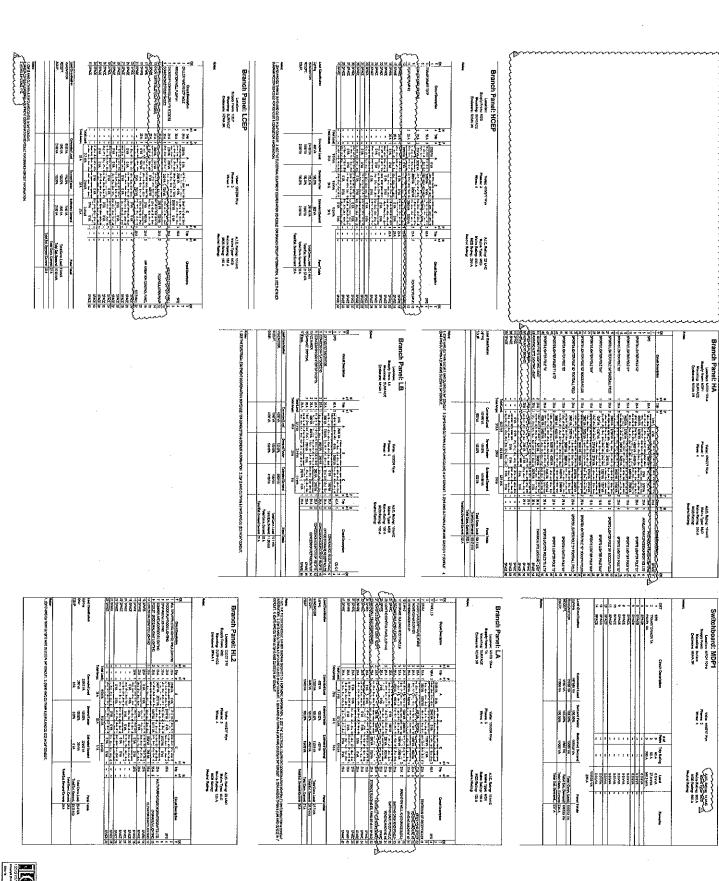














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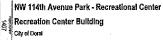
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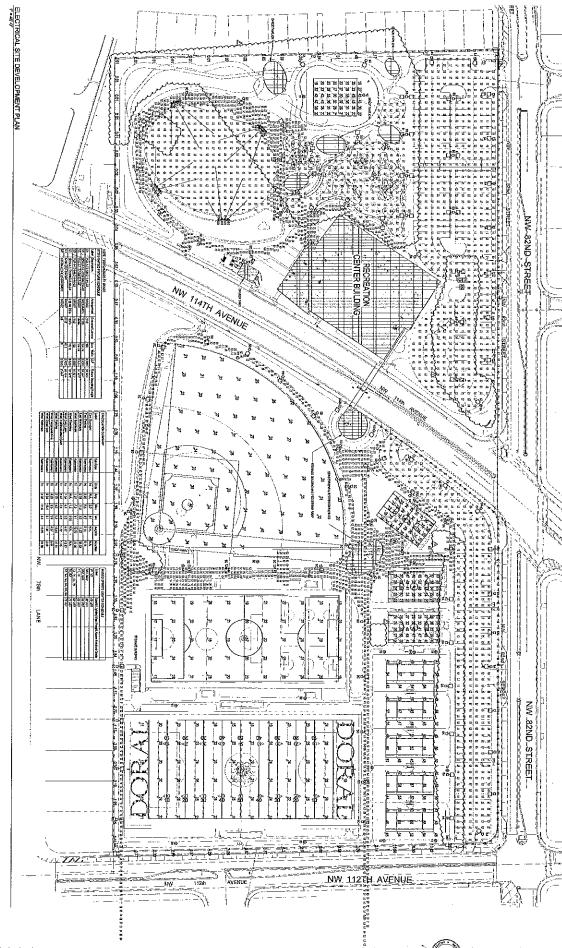












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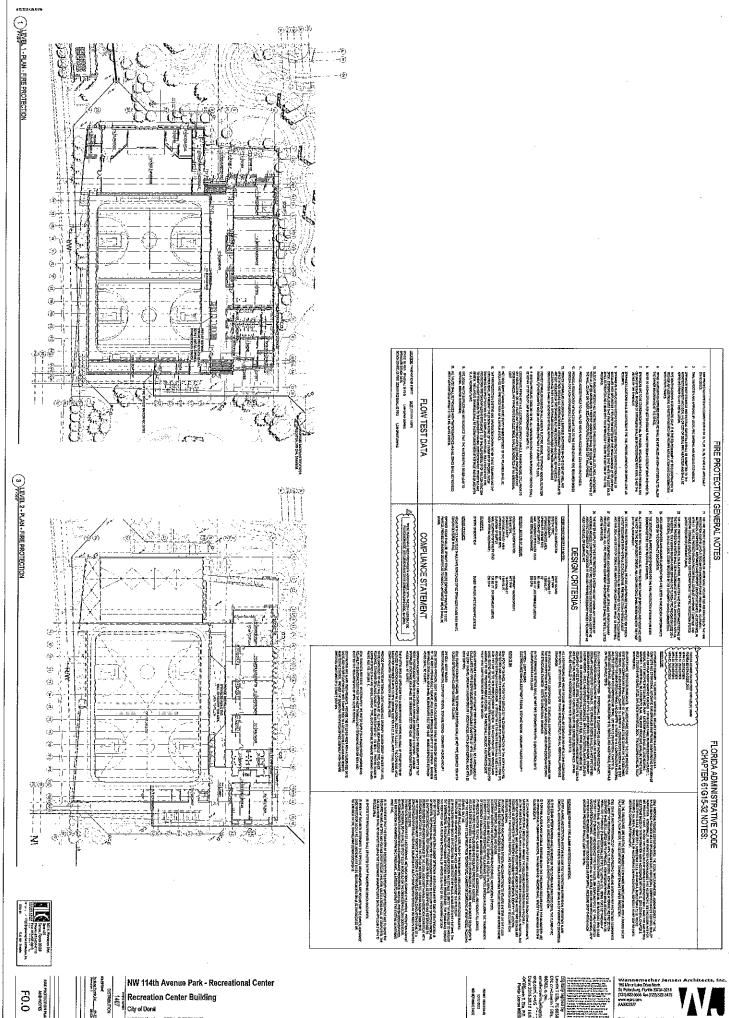
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NW 114th Avenue Park - Recreational Center

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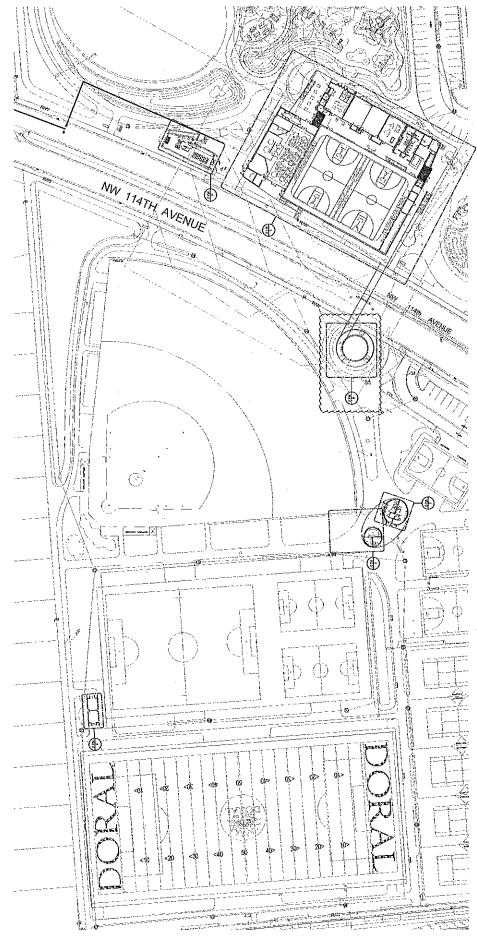








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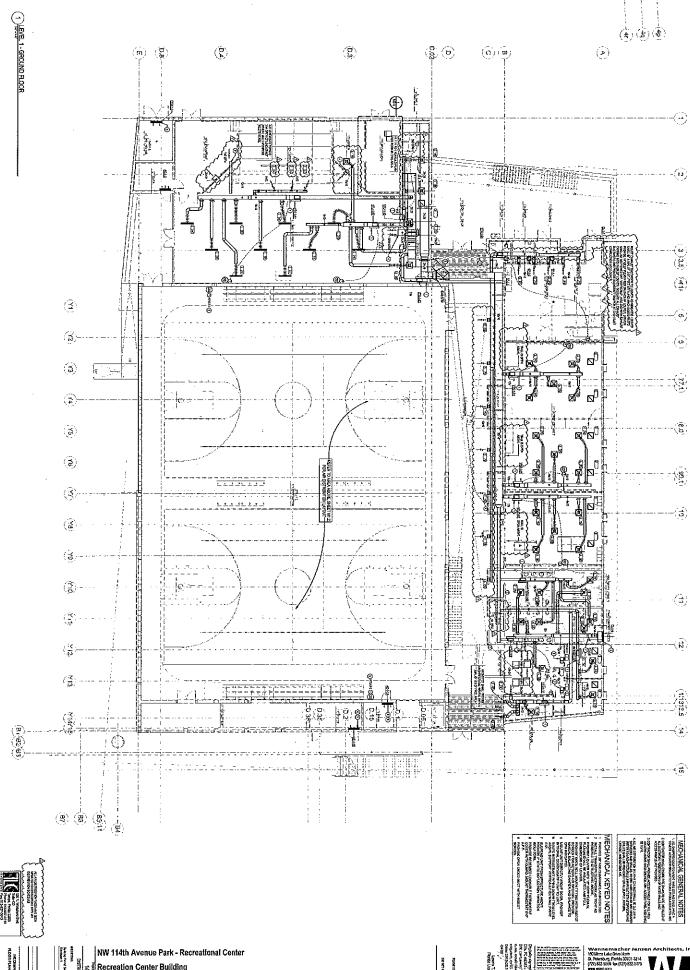


NW 114th Avenue Park - Recreational Center









Recreation Center Building City of Doral

PERFECTION DATE



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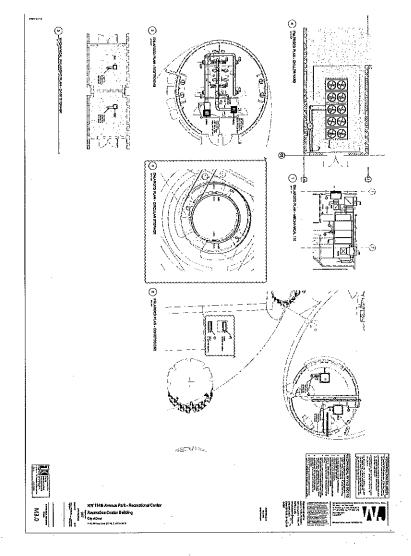
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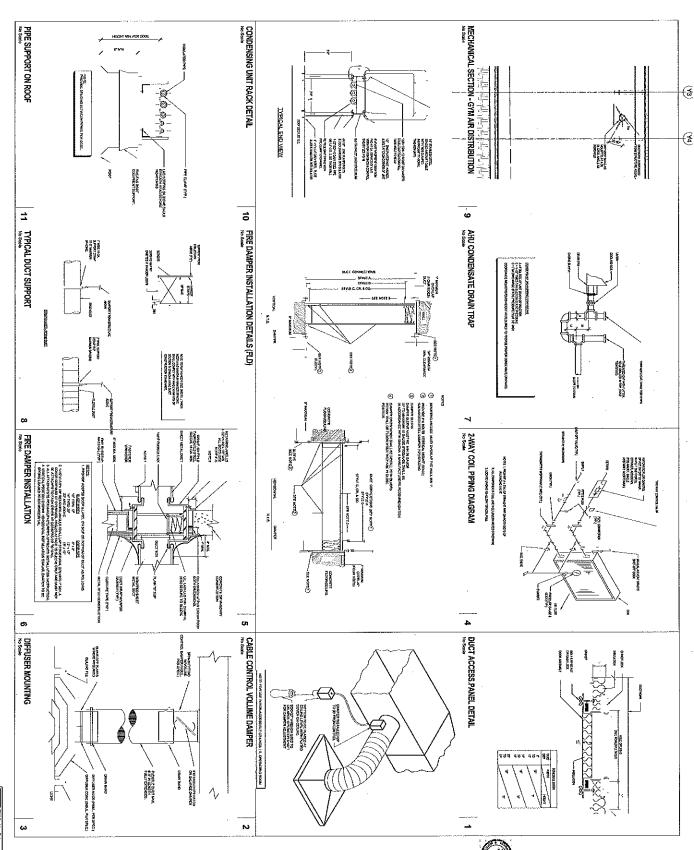
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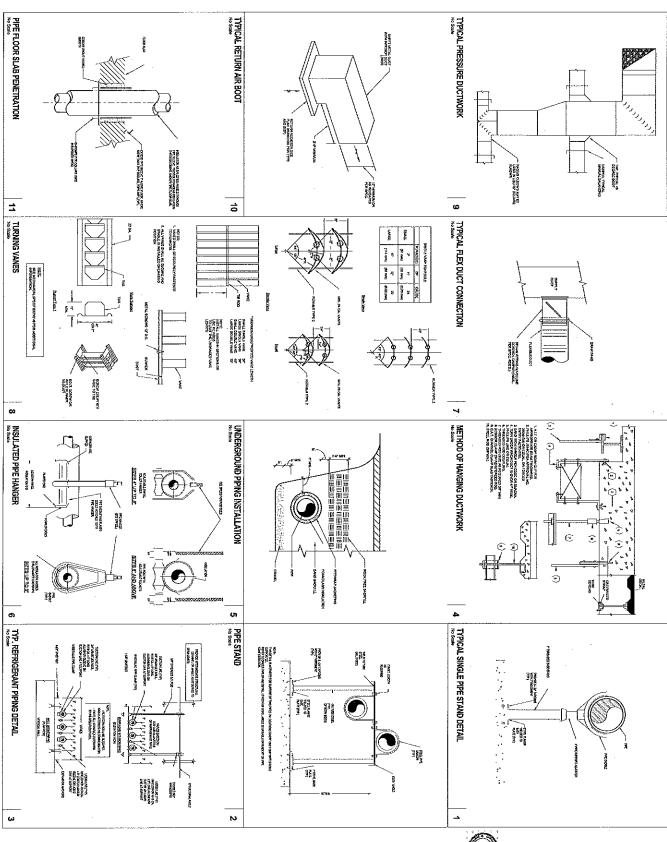
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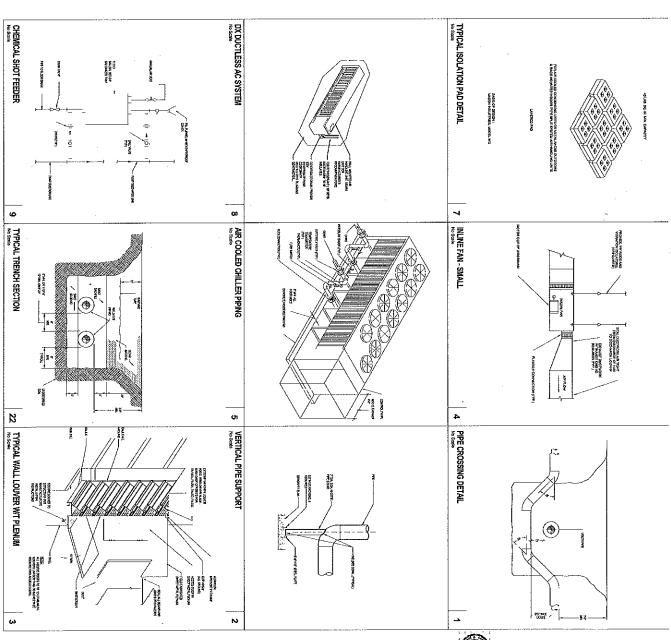
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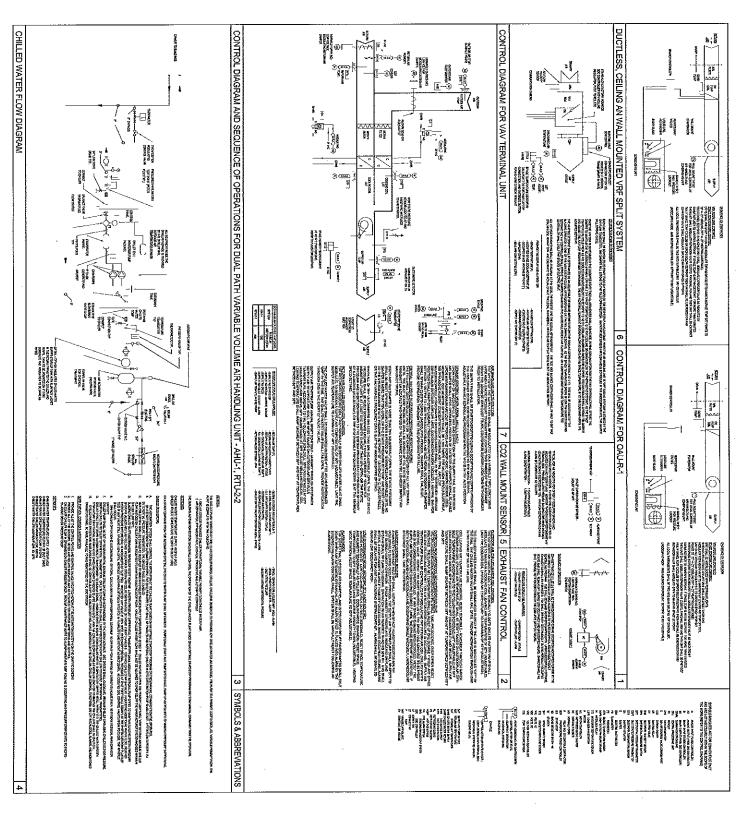
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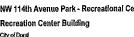
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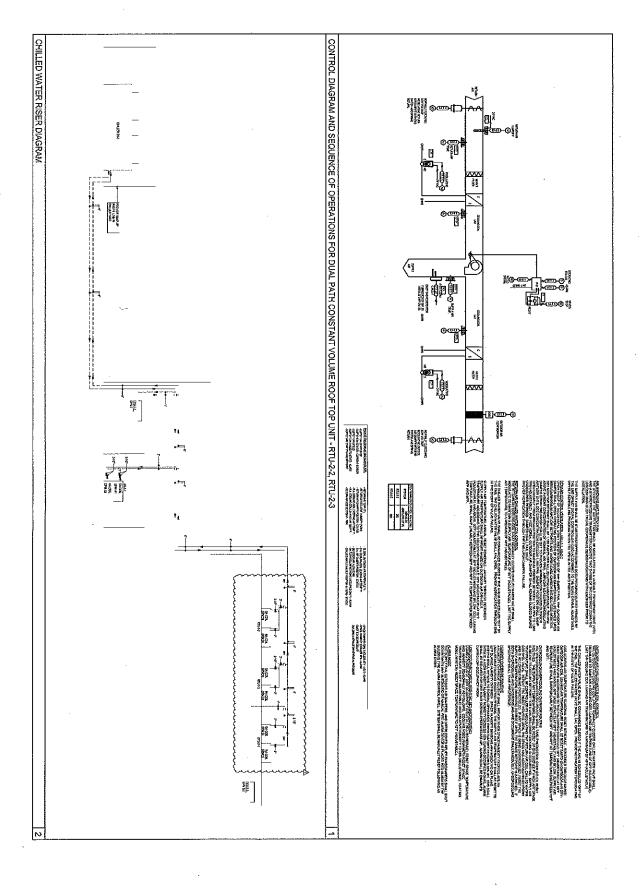






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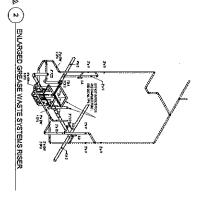




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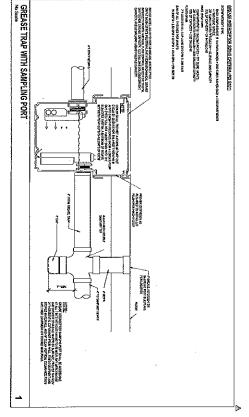


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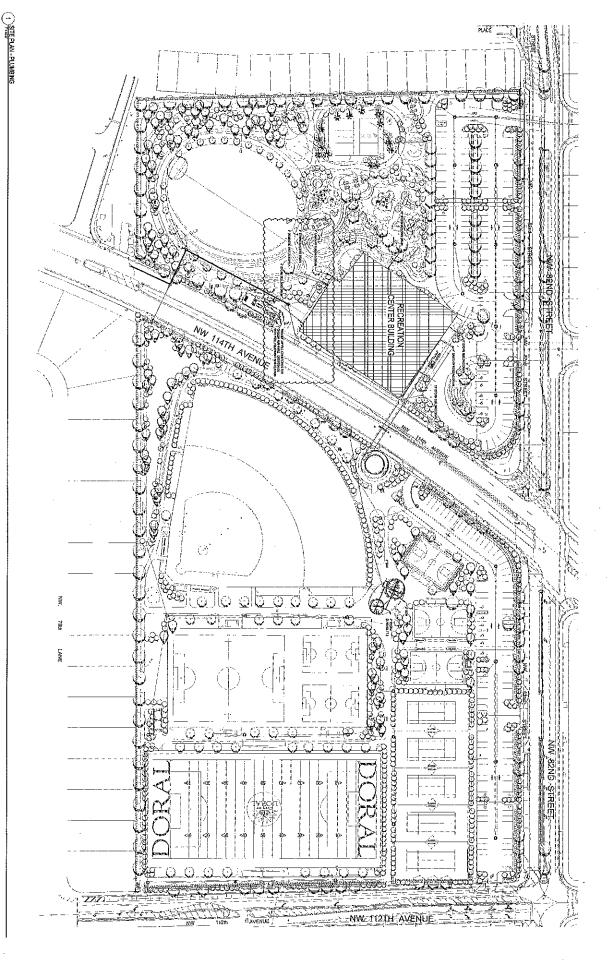
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NW 114th Avenue Park - Recreational Center Recreation Center Building

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NW 114th Avenue Park - Recreational Center Recreation Center Building









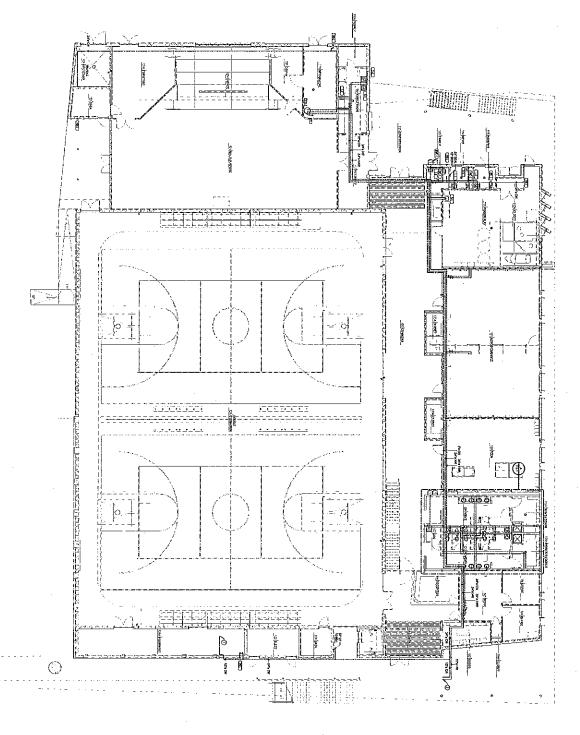


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PLUMBING KEY NOTES

NW 114th Avenue Park - Recreational Center









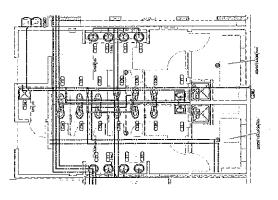


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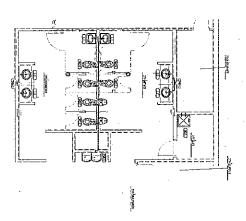




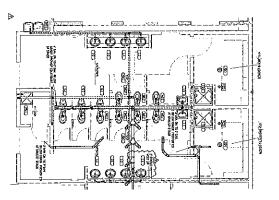




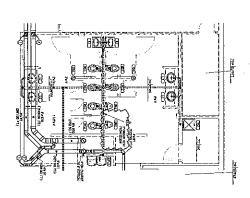














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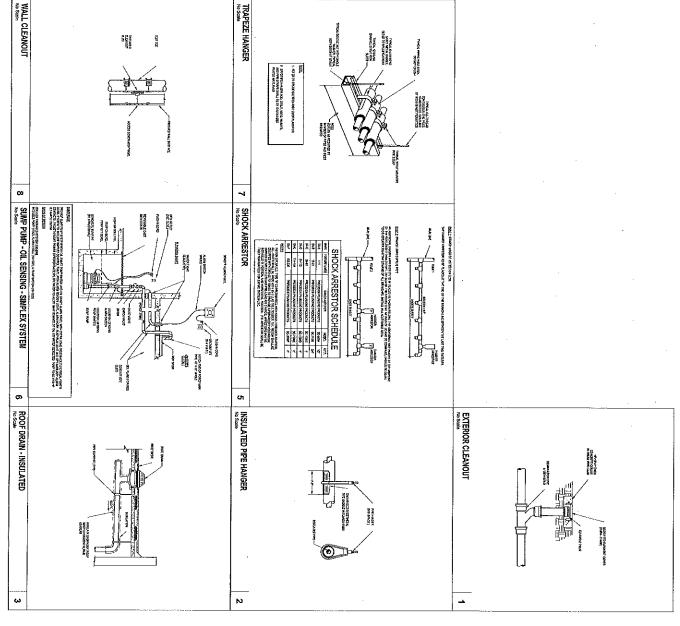


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City of Doral











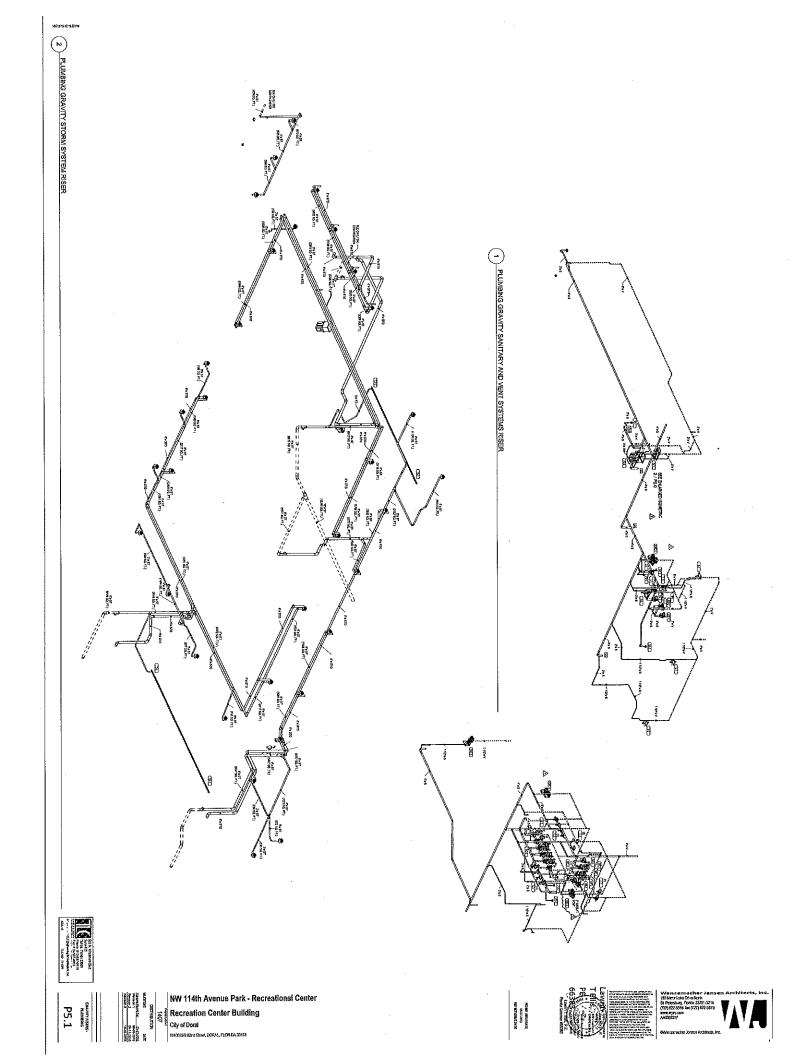
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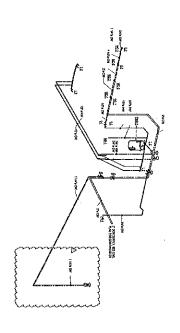


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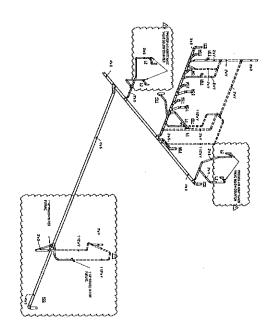


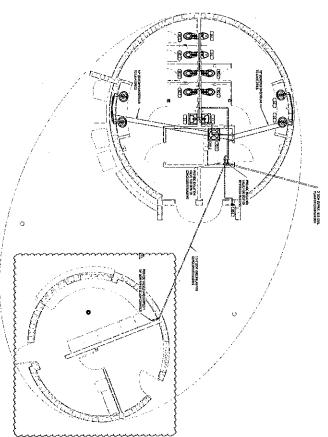
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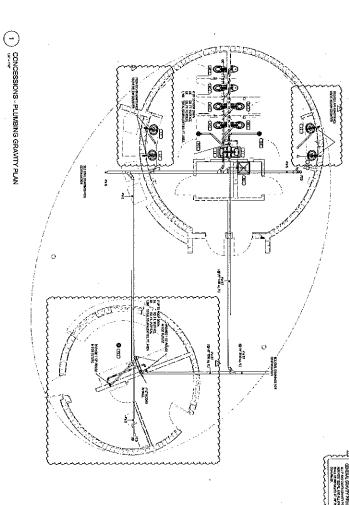














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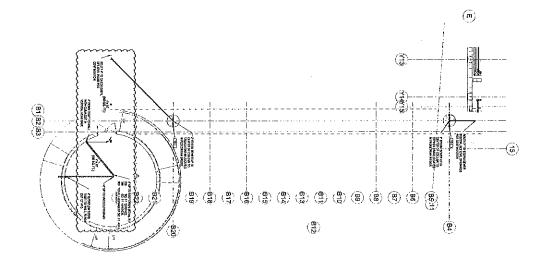


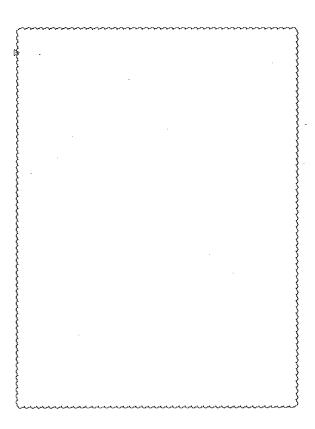






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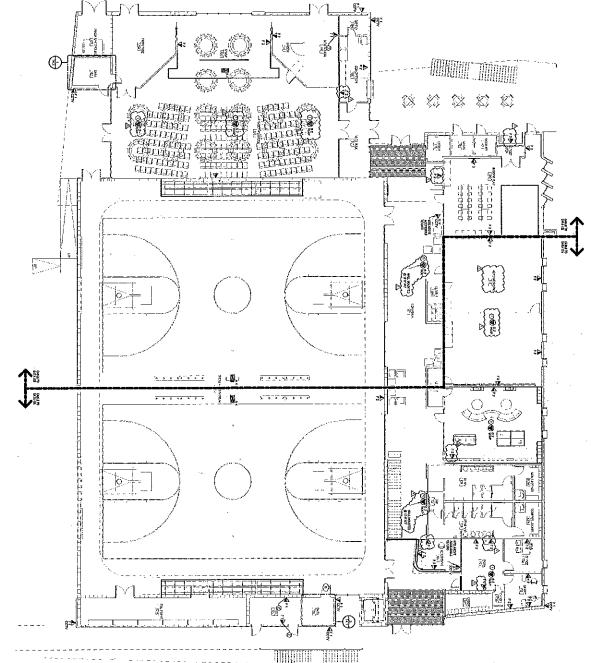




Recreation Center Building



FIRST FLOOR PLAN - VOICE/DATA









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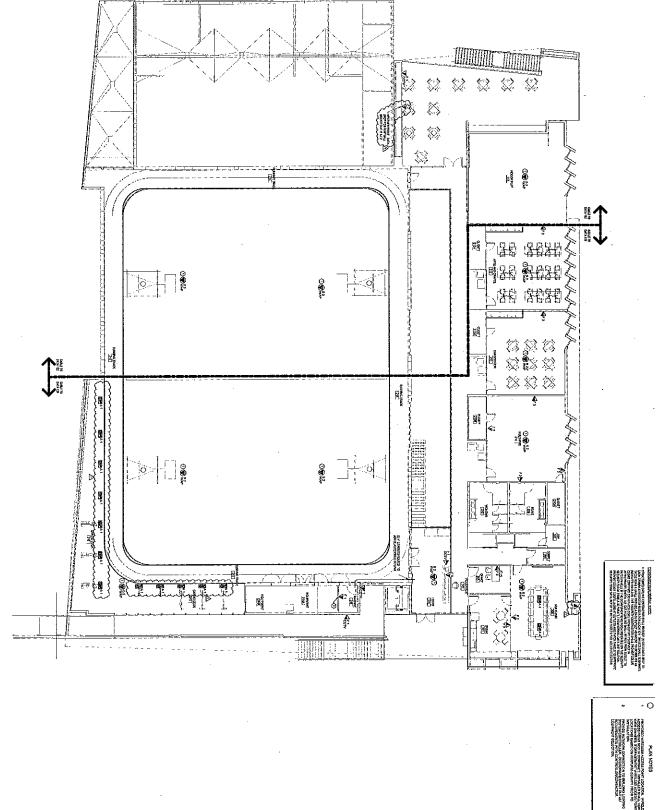








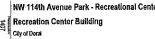






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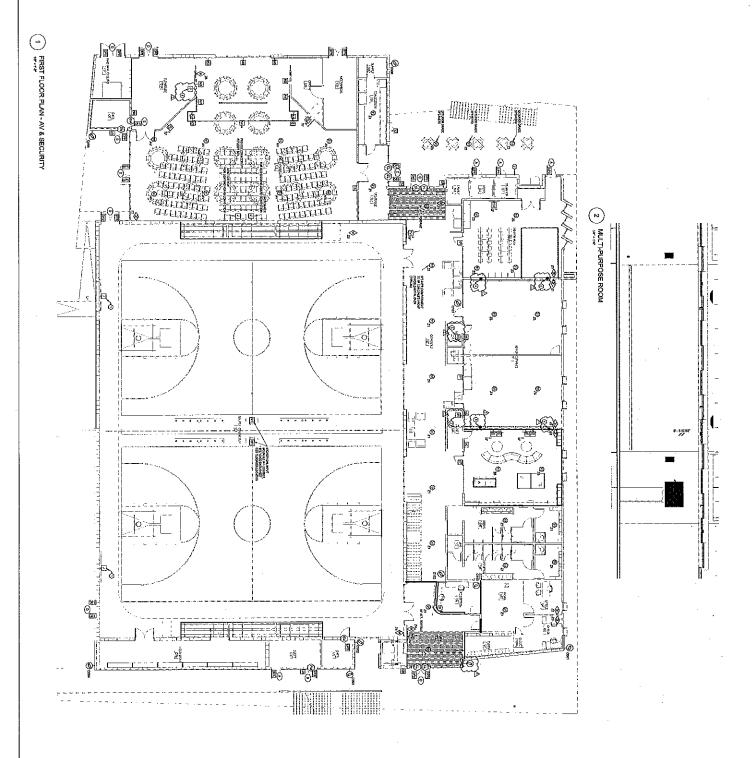














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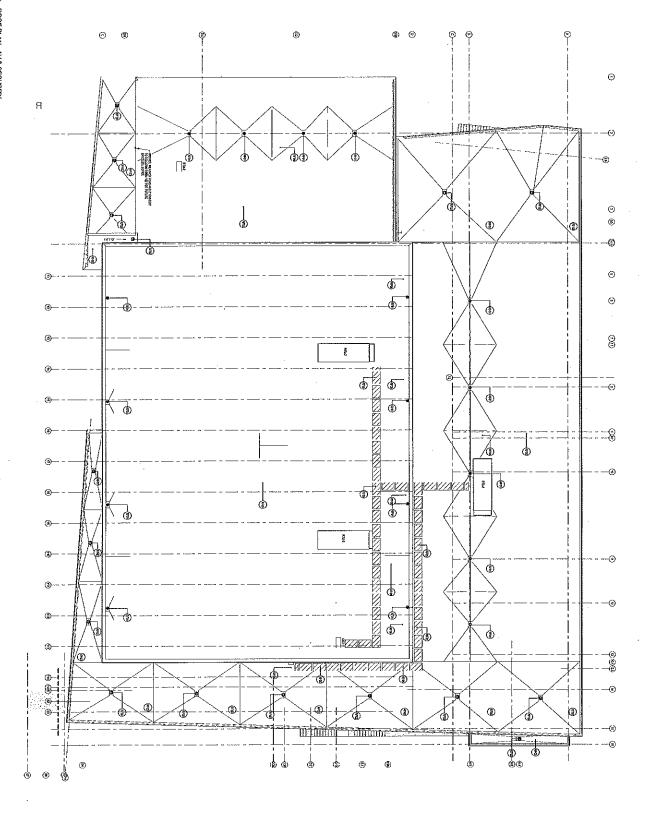








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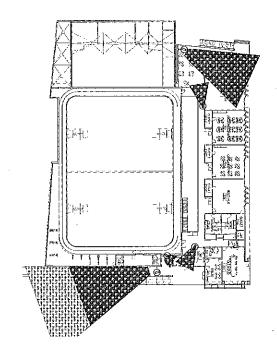
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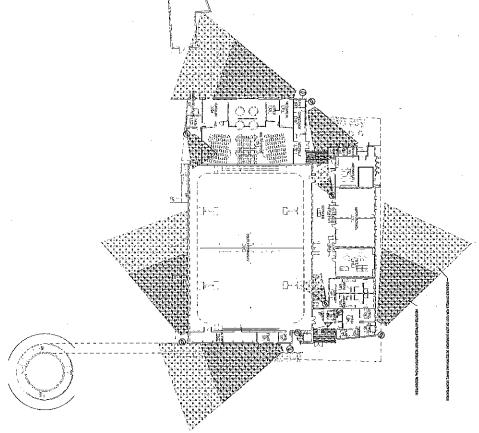




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THRST FLOOR PLAN - CCTV COVERAGE





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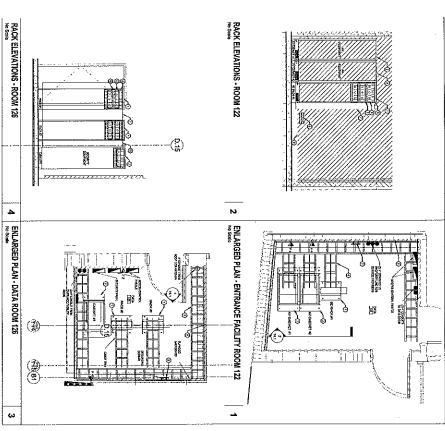










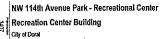






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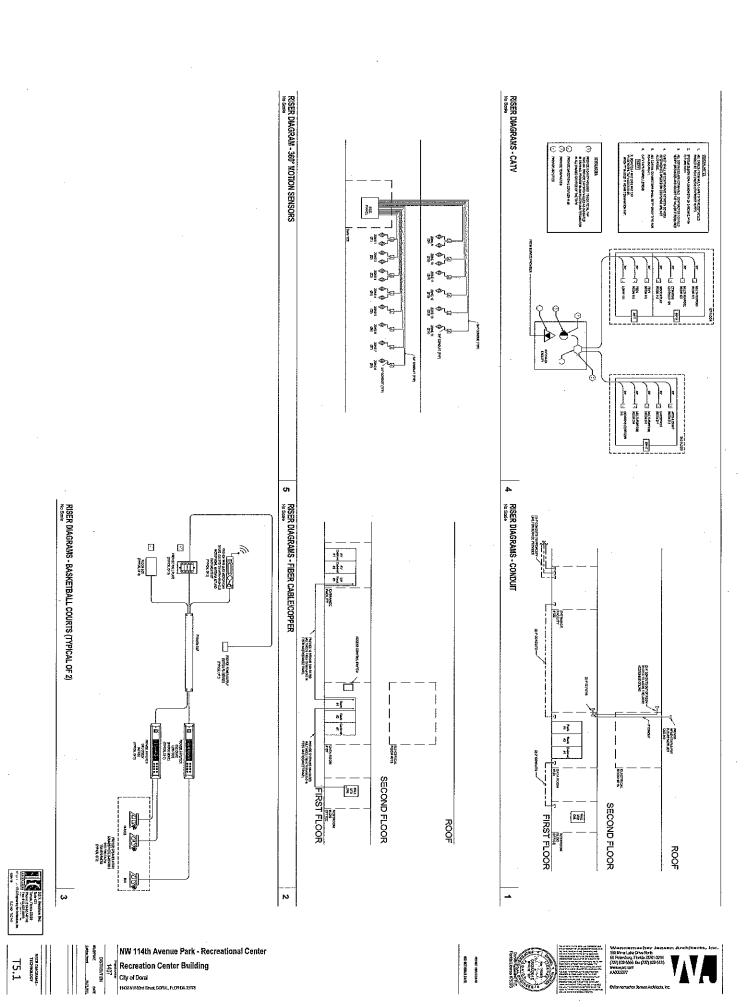


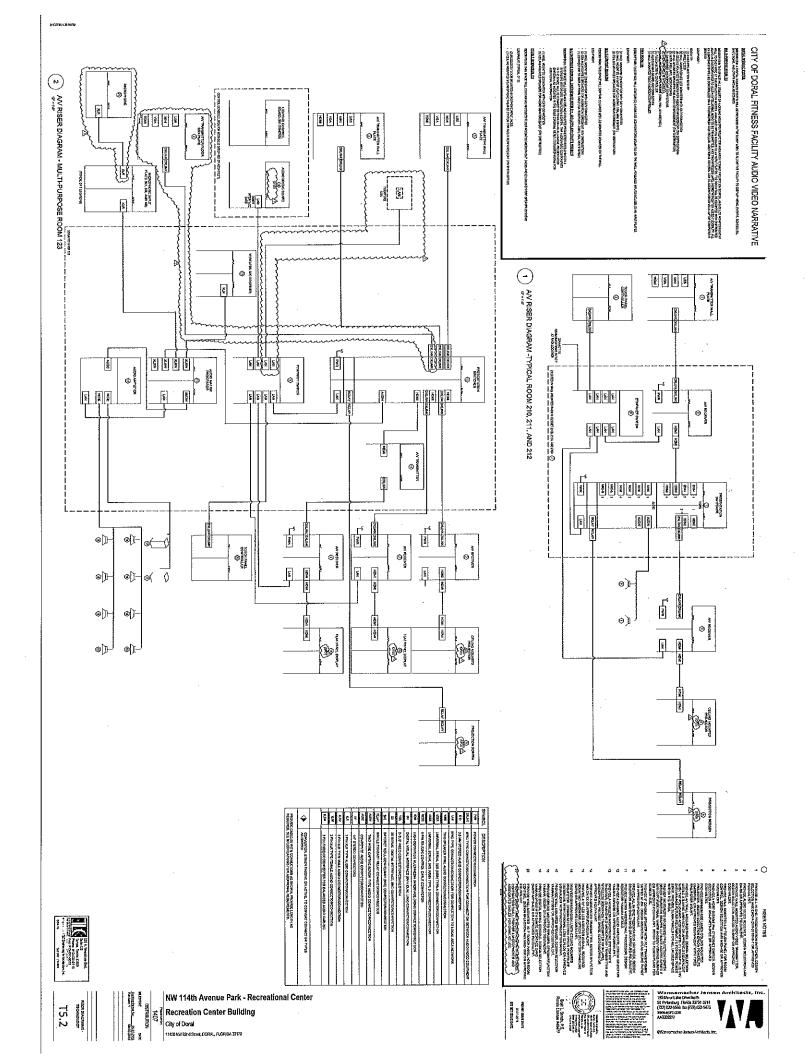


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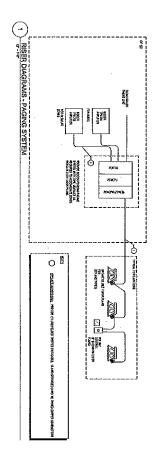














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NW 114th Avenue Park - Recreational Cen

City of Doral

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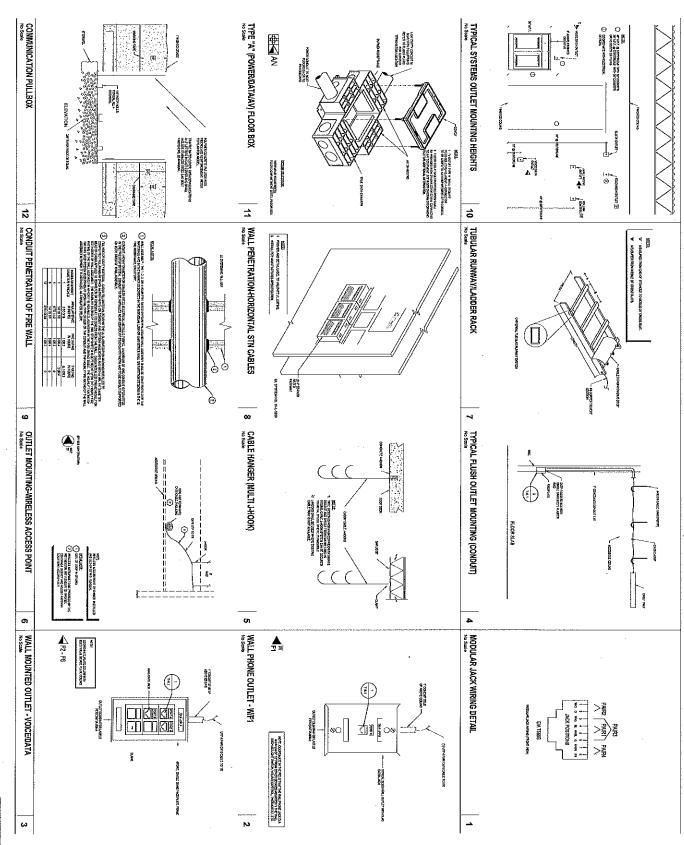


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T6.1

NW 114th Avenue Park - Recreational Center

Recreation Center Building
City of Doral



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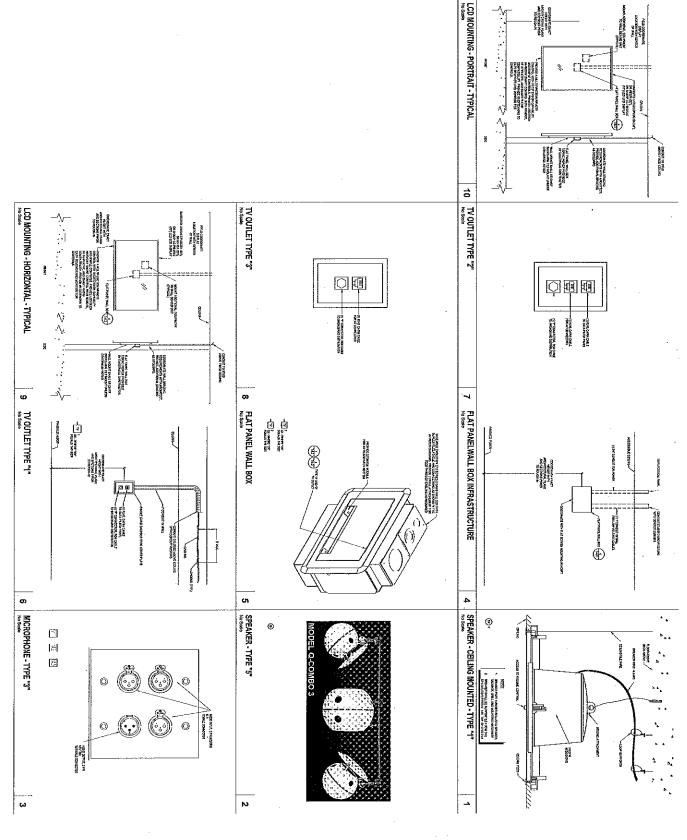
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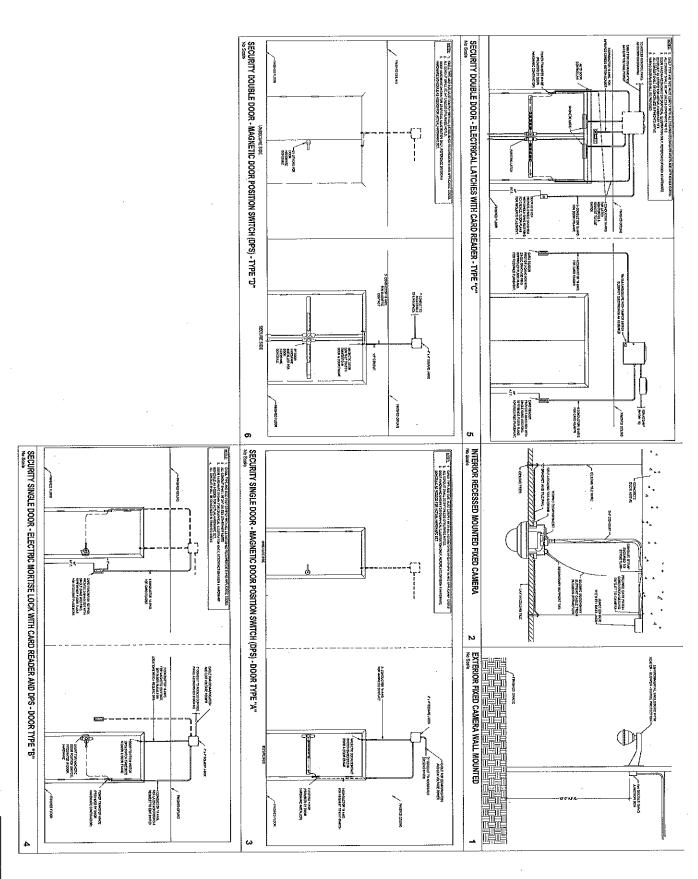
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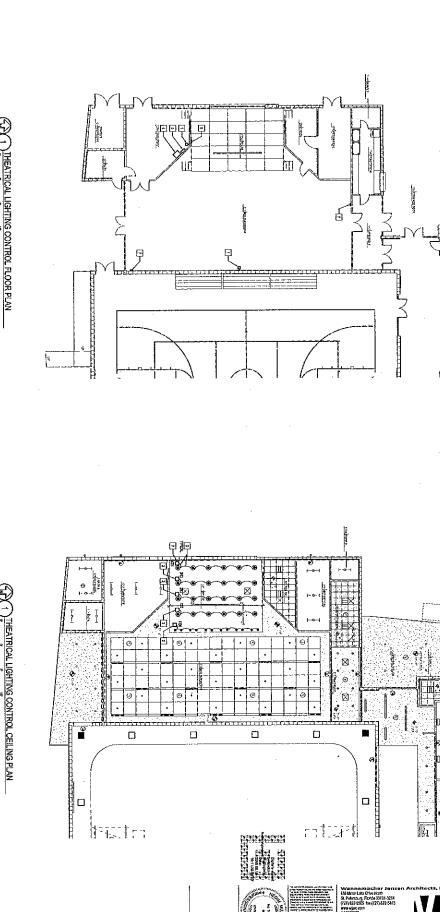
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NW 114th Avenue Park - Recreational Center



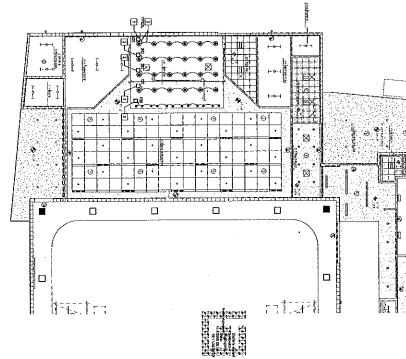














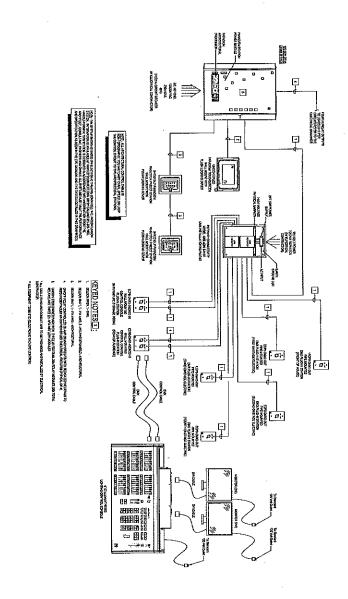
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DADE COUNTY, FLORIDA

INTERACTIVE WATER FEATURE

AQUATIC ENGINEER

ADAU AQUATIC ENGINEERING ILC. 14884 INDIGO LAKE DRIVE NAPLES, FL 34119 239.784.3839 www.AdAuAquatic.com

ENGINEERS
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NATIONAL ELECTRICAL CODE 2011 EDITION
2014 FLORIDA BUILDING CODE

FLORIDA STATUTE 84E-8 COMMERCIAL
SWIRMING POOLS AND SPAS
AMERICAN NATIONAL STANDARDS INSTITUTE
AMERICAN SOCIETY OF TISTING MATERIALS
AMERICAN SOCIETY OF MECHANICAL

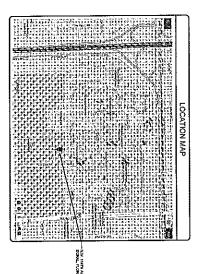
APPLICABLE CODES:

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CITY OF DORAL 8401 NORTHWEST 53RD TERRACE, 2ND FLOOR DORAL, FLORIDA 33166 305.593.6700

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D.11 INVE. PIPHOS COMBANTO IWF - EQUIPMENT YARD DIMENSIONS & DETAILS
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CONTACTS AND RESPONSIBILITIES IWF - EQUIPMENT YARD - LAYOUT INDEX OF DRAWING SHEETS

NOTES & SPECIFICATIONS





ENERGY INSTANTALISMAN

CITY OF DORAL, FLORIDA

Steven,



NW 114TH AVE PARK

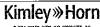
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CONTRACTOR SUPPLY THE	5230-564 (642)	wyw.adpungarbase/n	PAC-PAS / PENTABL	(800) 831-7133	www.pental/ped.com
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BONDA	(000) E48-4030	www.borsel.com	PENTAR WATER POOL & SPA	1919 806-8244	www.perialvager.com
SAMPORD PRODUCTS	(000) 400-(000)	size approprietabilitation ("miss.	POLANIE	CO87-223 (003)	www.potartspoolisystems.com
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CL NOUSTRES	(000) 333-3300	www.poolsjis.com	PUREVAITE LED LIGHT	(BOS) 775-4653	www.purperhitegoodbjat.com
CRYSTAL FOUNTAINS	(000) 5005-0005	spoot adjept holighteld when	NAYPAK	(810) 879-7703	жжи лиромскоет подполнять
DALTILE	(300) TING-18C (300)	www.dadle.com	RECORDONICES	(686) 426-1767	www.mcmories.com
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CPO	\$180-700 (900)	www.hoffinger.com	80* POOL CORP.	(407) 630-9090	тини аспромения
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DRAINGER	(000) 523-0828	www.grainger.com	BIGNET (GEORGE PROCHES SIGNET)	(800) 054-4000	www.disignwt.com
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HAYWARD POUL PRODUCTS, INC.	(000) 381-0400	www.hanwandral.com	BOUTHERN CHOUTS & MORTARS (SOM)	(800) 641-9247 x1298	OO-TEER WANTE
INGRASI PRODUCTS, INC.	(000) 070 2221	www.ingramproducta.com	OPCARO MANUFACTURNO CO.	(800) 327-4390	NAME AND PROPERTY.
INTERMATIC, INC.	(016) 876-7000	www.dintermatip.com	СРЕСТРИМ	(810) 776-530P	www.ubsoftumproducts.com
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NATIONAL PROPERTY.	(636) 500-3600	LINDS SAFETING INTERNAL	TREPROT CO.	(888) 673-7423	тимустироват
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(VII) POOL EQUIPMENT AND INSTALLATION REQUIREMENTS: NELLISTERTS AND MICHAEVA. PROINCESS DEWNINGS FOR ALL DOOR (MICH, GINEGA AND MICHAEVA AND MICHAEV

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NW 114TH AVE PARK

CITY OF DORAL, FLORIDA

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(X) SIGNAGE REQUIREMENTS: A INLEAD DECOLUTION ON MANCHES HATTER PRETENS SHAW PROLITIES AND SHAULER CONTROLLER AND SHAWLER
(IX) POOL ILLUMINATION AND ELECTRICAL NOTES:

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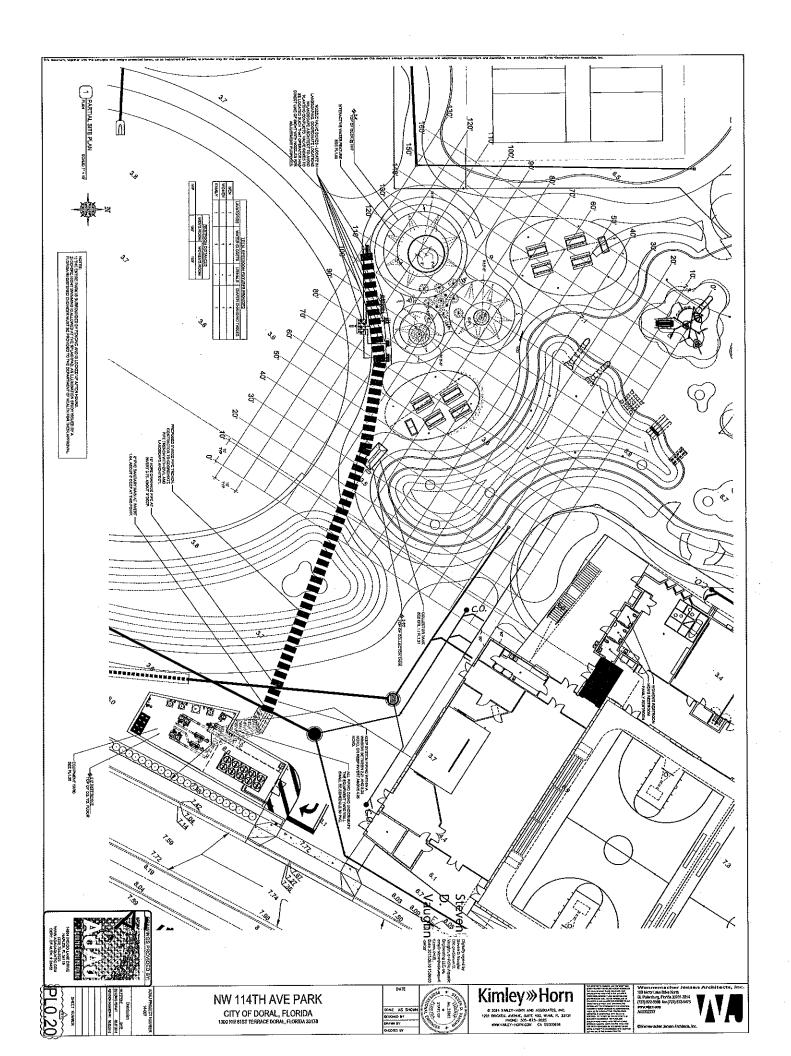


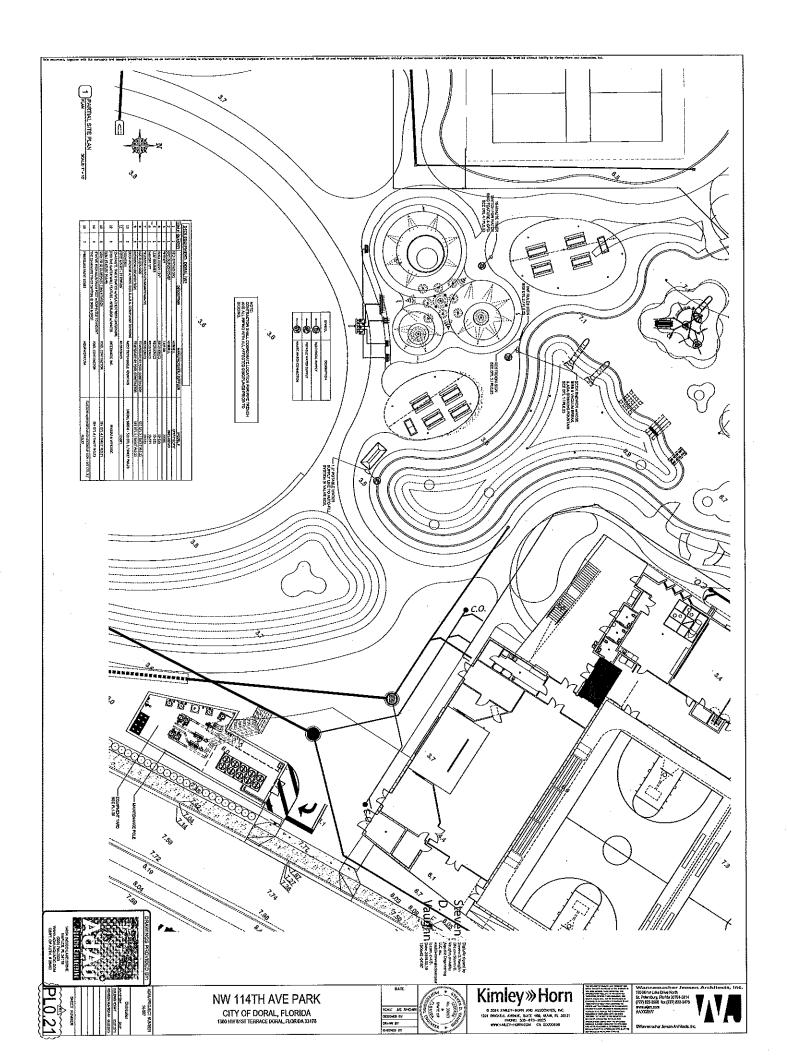
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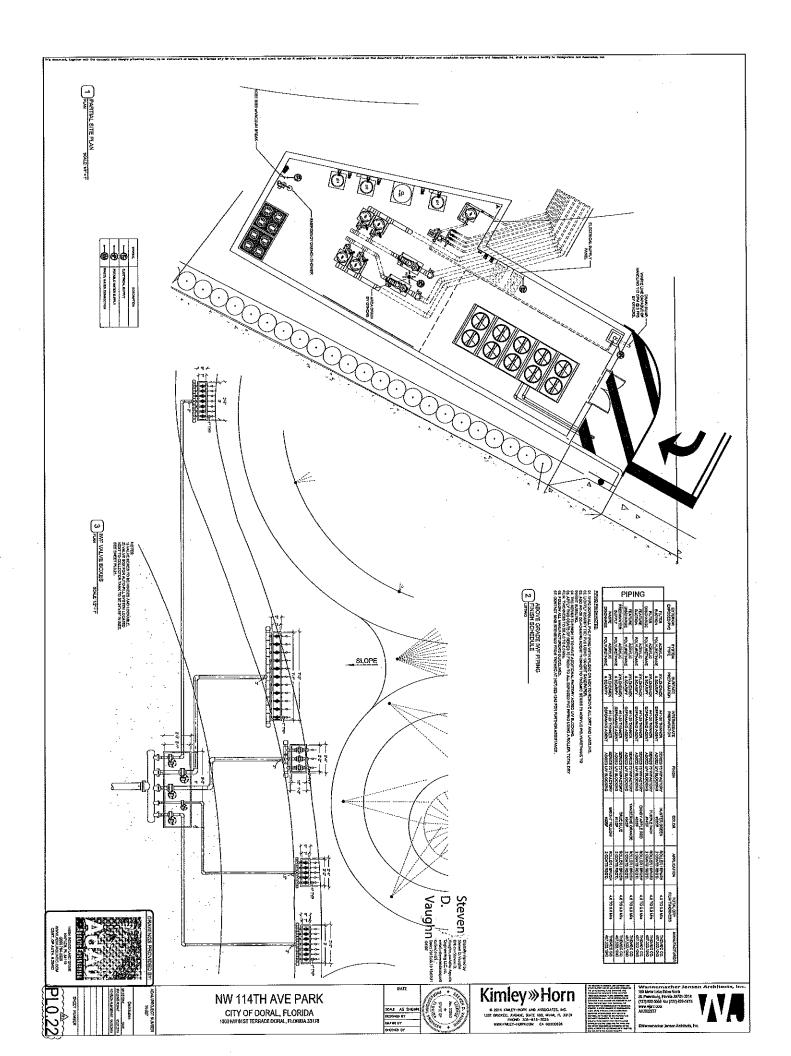
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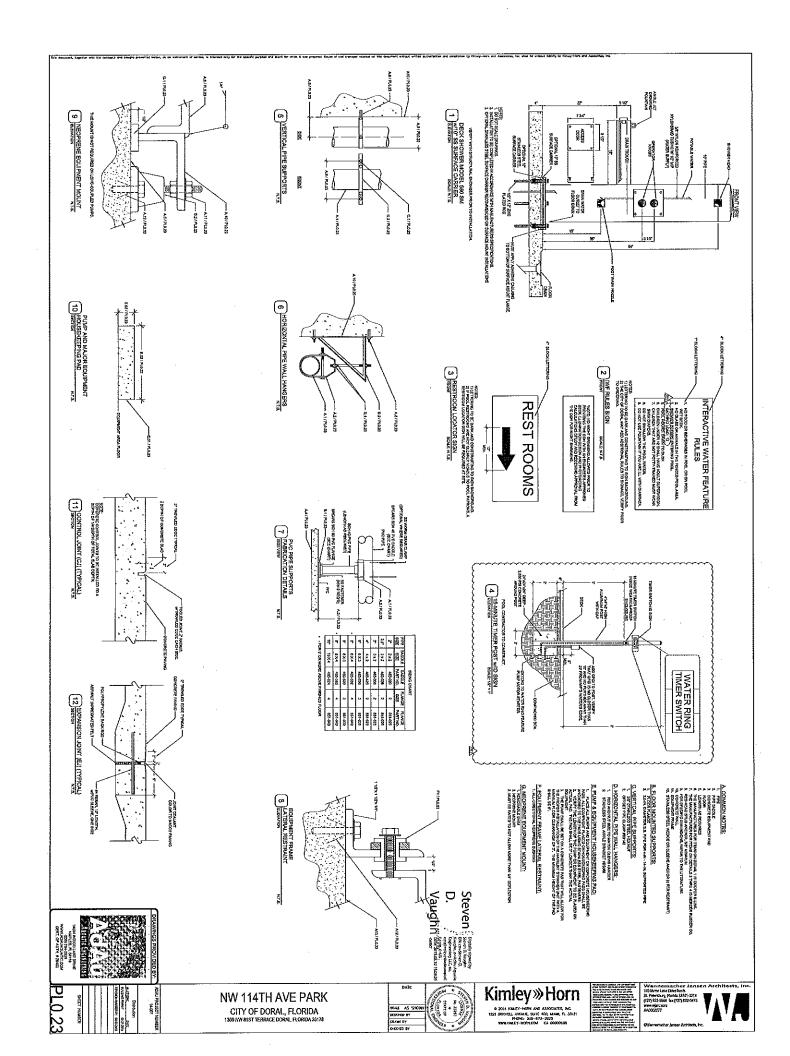


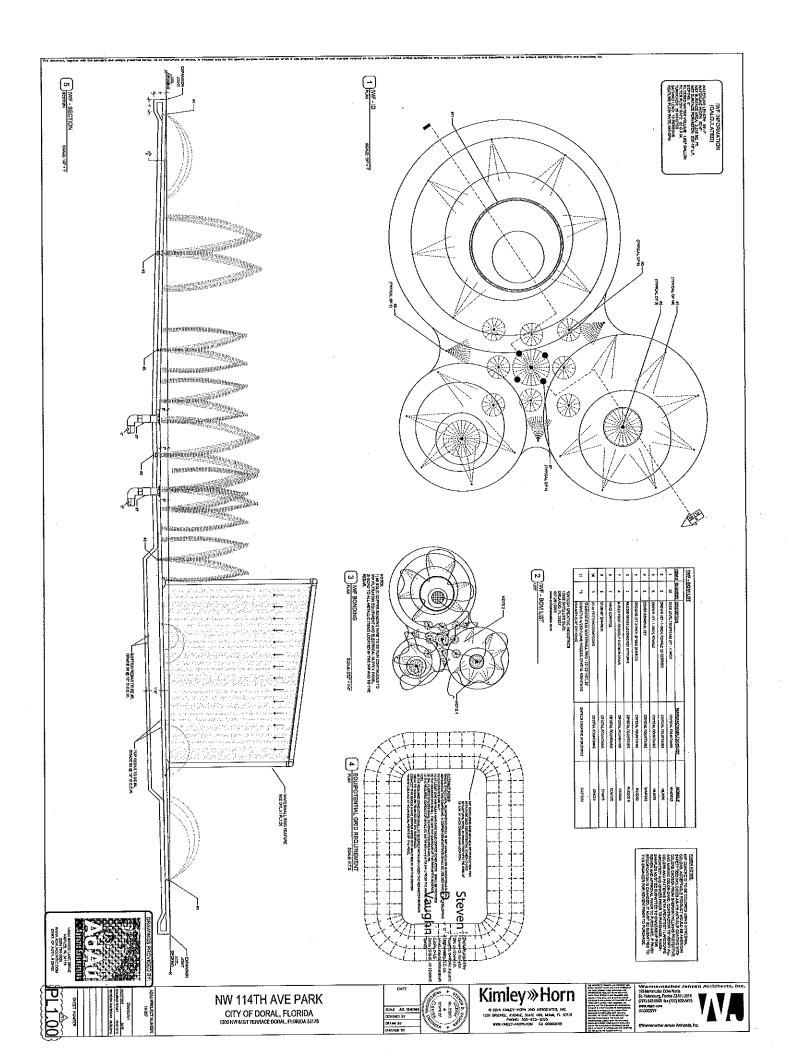


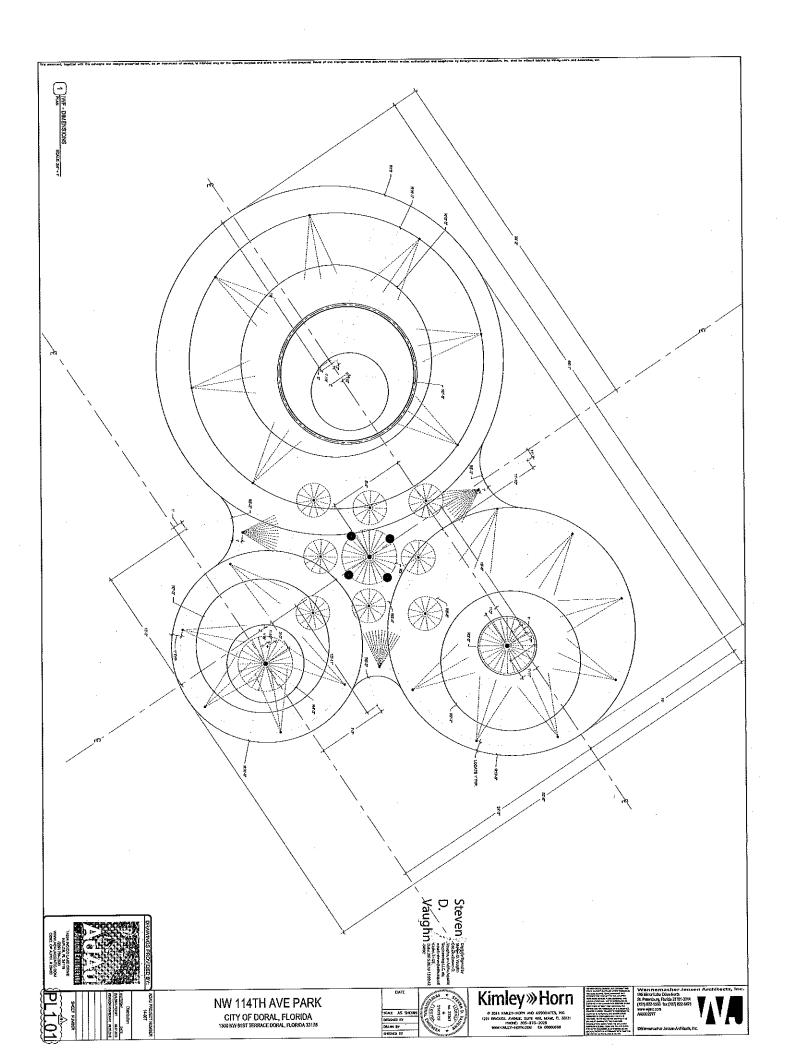


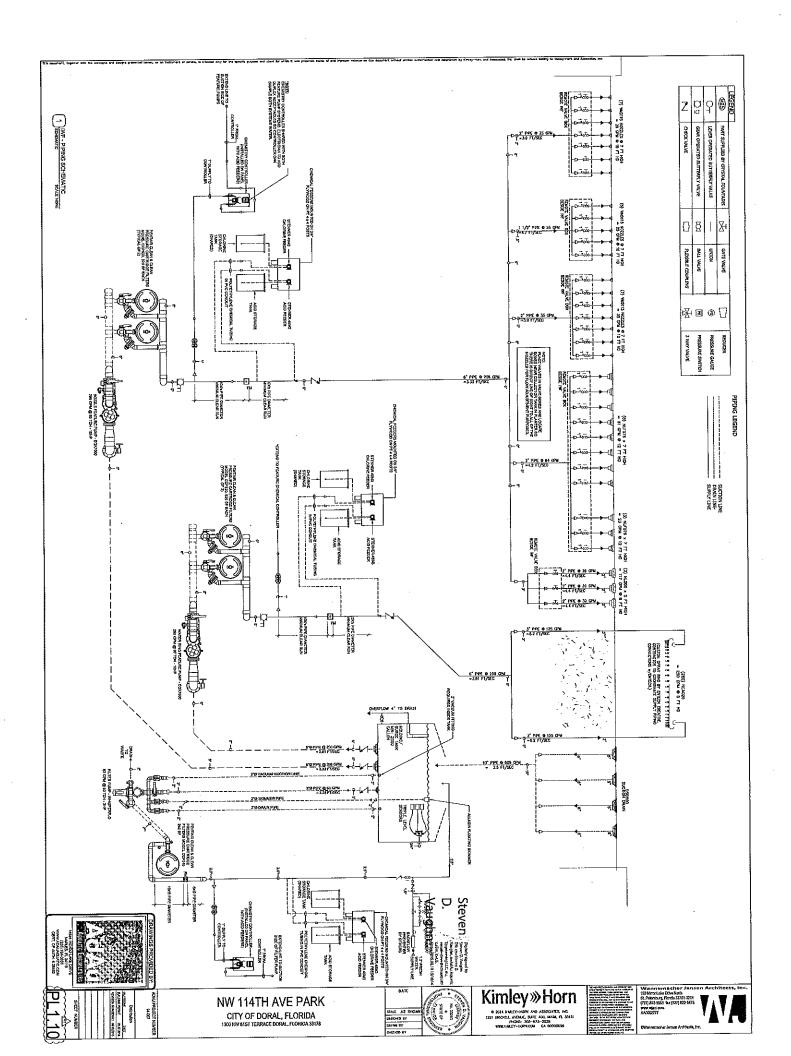


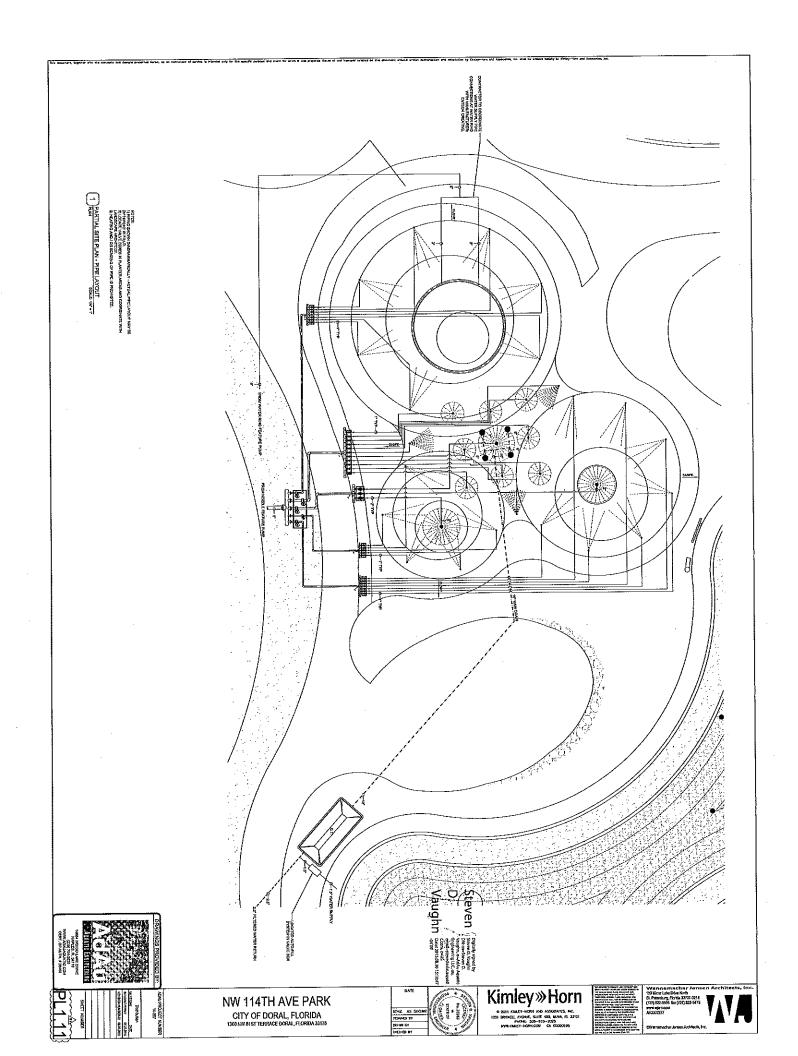


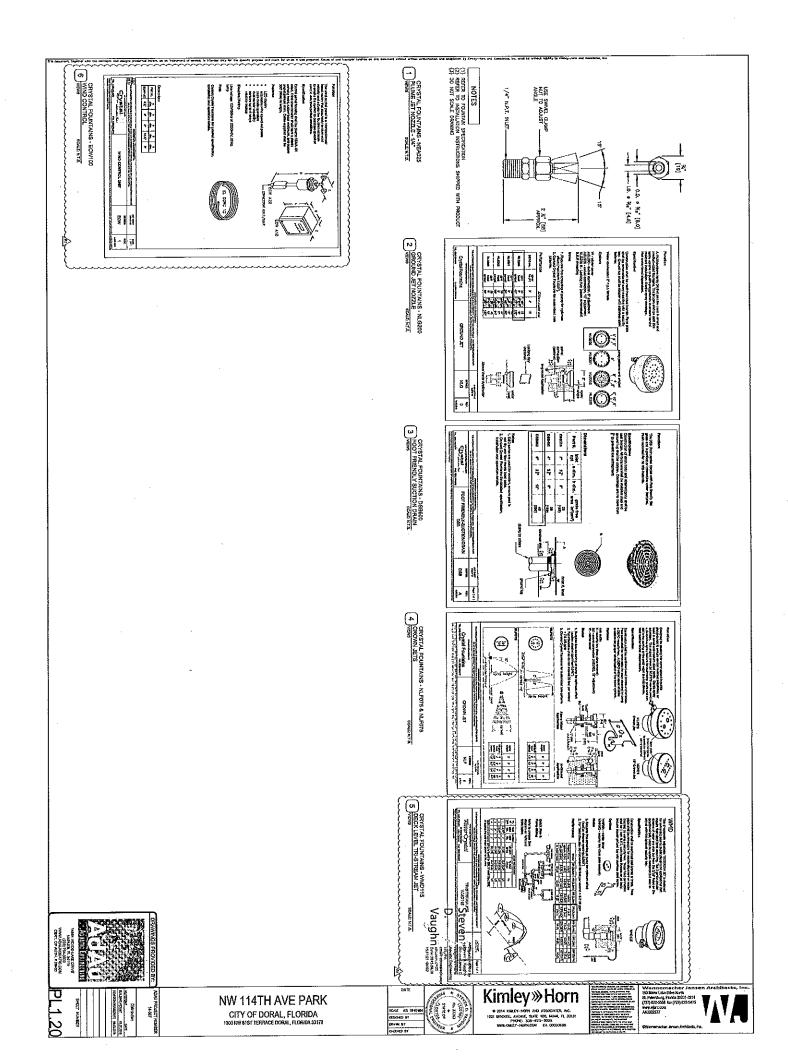


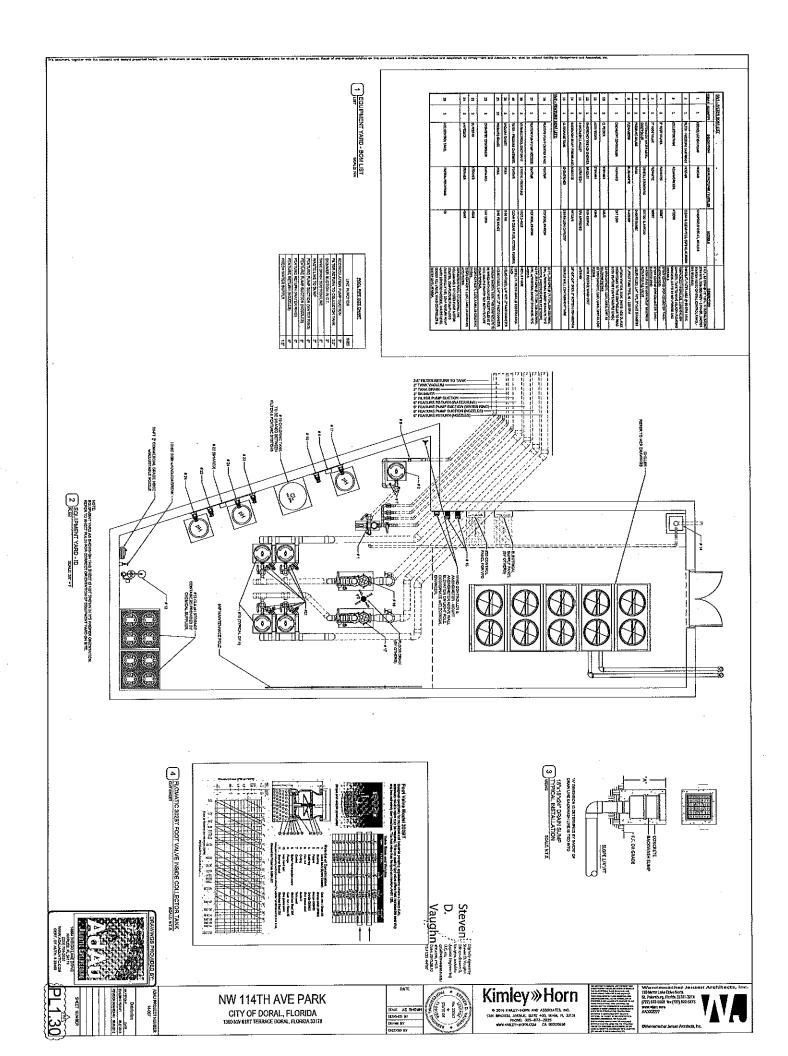


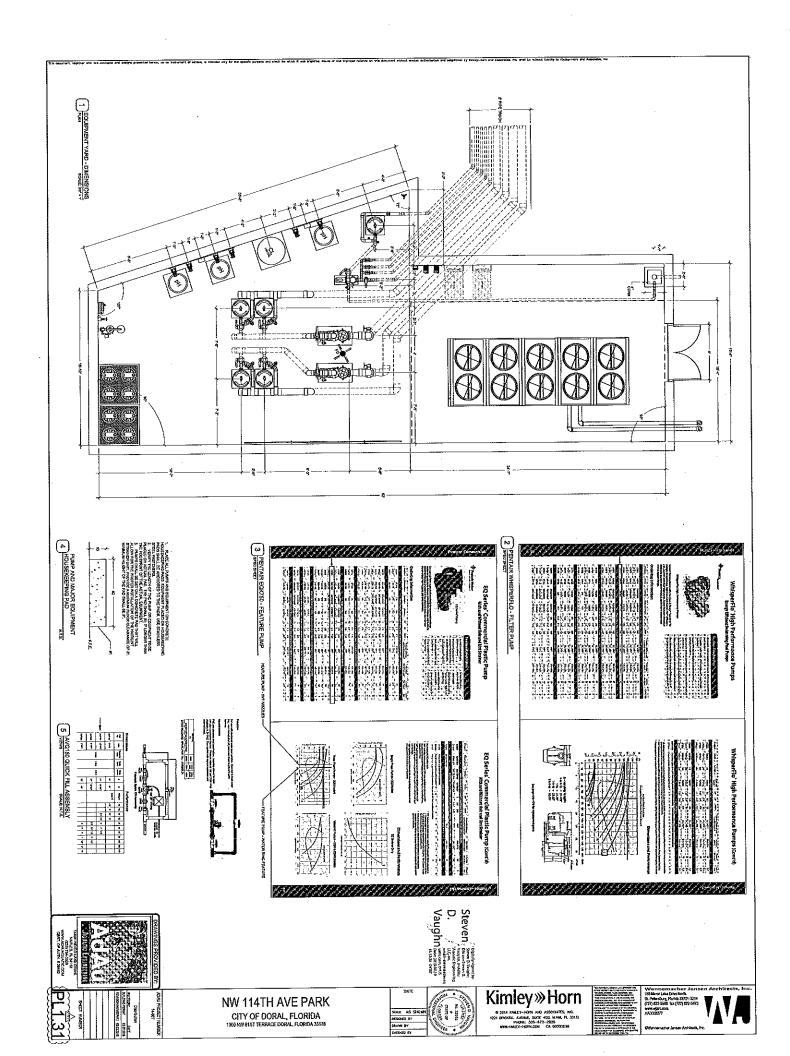


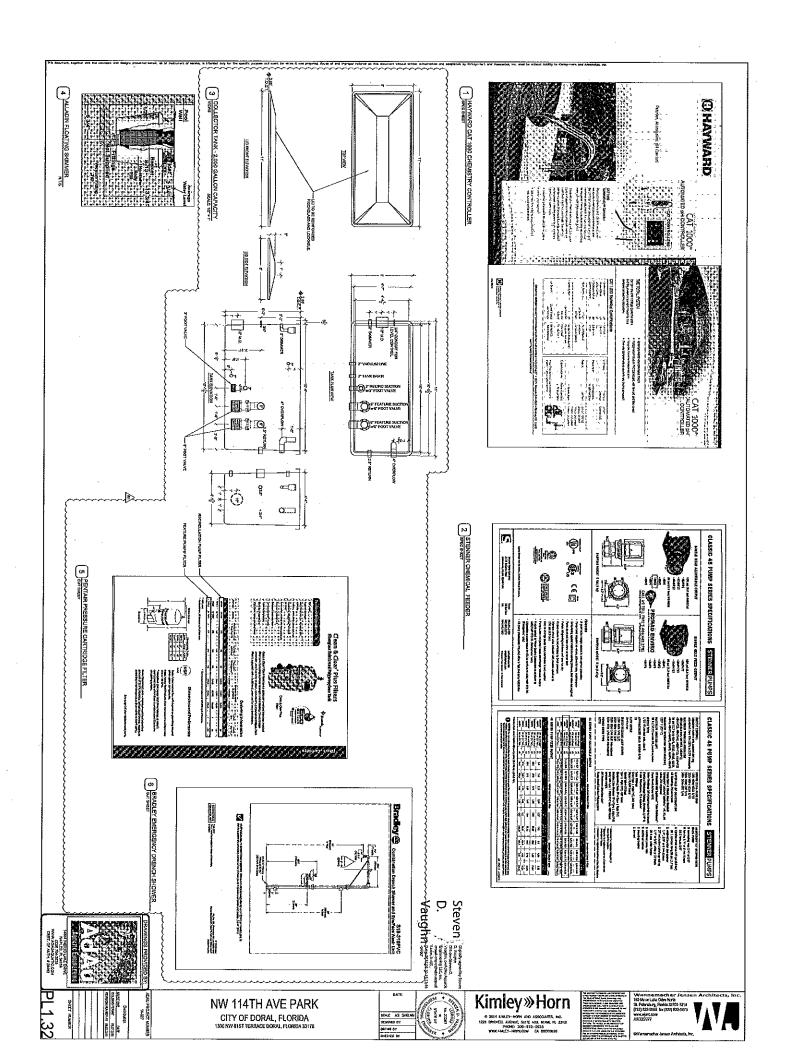


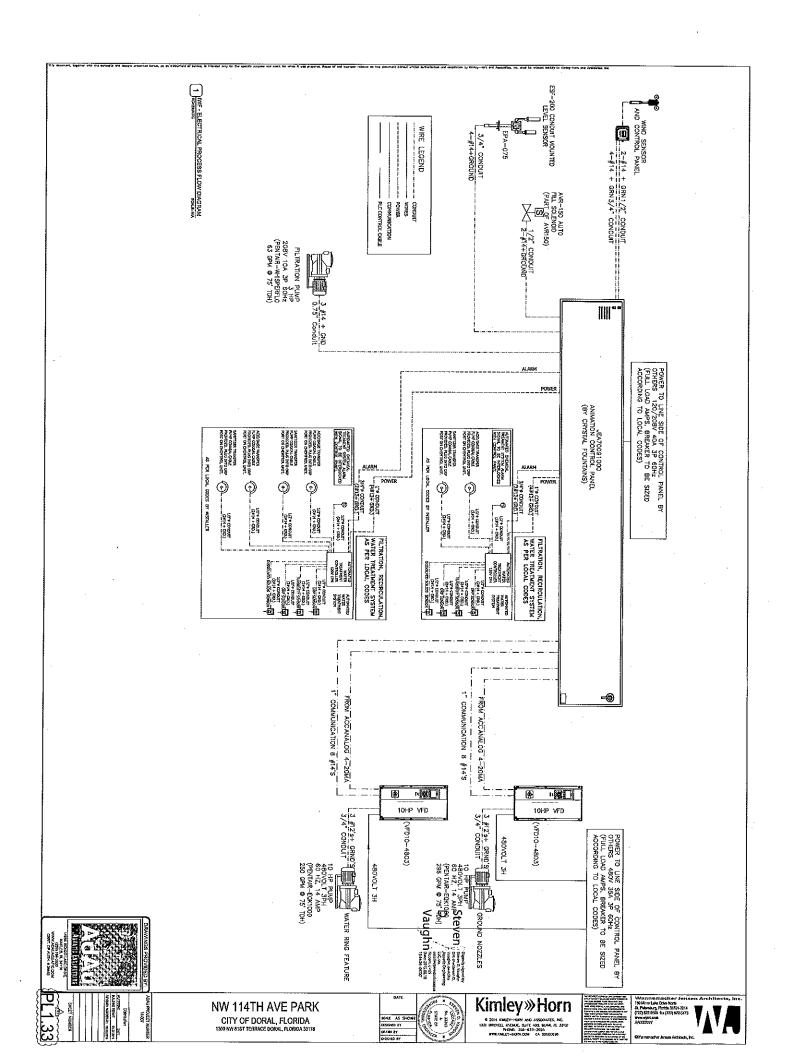












ATTACHMENT 2 GENERAL AND SUPPLEMENTARY CONDITIONS EXECUTED PRE-CONSTRUCTION SERVICES AGREEMENT AND EXECUTED GMP AMENDMENT NO. 1

AMENDMENT TO AGREEMENT FOR CONSTRUCTION MANAGEMENT AT-RISK SERVICES FOR NW 114th AVENUE PARK

THIS AMENDMENT (the "GMP Amendment No. 1 "), made and entered into as of this 27 day of February, hereby amends that certain Agreement for Construction Management At-Risk Services For NW 114th Avenue Park (the "Agreement") by between the City of Doral (the "City") and the Construction Manager ("CM"). The City and CM may be referred to individually as a "Party" or collectively as the "Parties."

RECITALS

WHEREAS, the Parties hereto entered into the Agreement on <u>January 20th, 2015</u> for the provision of construction management at-risk services pursuant to Request for Proposals Construction Manager At-Risk to Provide Preconstruction & Construction Services Via a Guaranteed Maximum Price Amendment for the NW 114th Avenue Park - No. 2014-36 (the "RFP"); and

WHEREAS, the Parties have negotiated a Guaranteed Maximum Price (the "GMP"), including, but not limited to, CM fees and costs, for clearing, de-mucking, site fill work, and building pad for NW 114th Ave Park as set forth herein,; and

WHEREAS, the CM represents that the CM, Subcontractors, material and equipment suppliers have compared and reviewed all general and specific details on the Drawings and that all conflicts, discrepancies, errors and omissions, which are within the commonly accepted knowledge base of a licensed general contractor, subcontractor, trades persons, manufacturers or other parties required to carry out the work involved in this Amendment, have been corrected or clarified prior to execution of this GMP Amendment to the Contract, and therefore CM warrants that the GMP (exclusive of contingency) includes, without limitation, the cost of correcting all conflicts, discrepancies, errors, or omissions which CM identifies, or should have identified through the exercise of reasonable skill and care, during the preconstruction phase of this Contract; and

WHEREAS, the CM's review and comparison of all drawings has taken into consideration the total and complete functioning of all systems and therefore the CM represents that the GMP represents the total cost for complete and functional systems; and

WHEREAS, the Owner and the Construction Manager have agreed to amend the Agreement in the manner set forth herein.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated herein and made a part hereof by this reference, the mutual promises and covenants contained herein, in the Agreement and the RFP, and for such other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the City and the CM do hereby agree as follows:

Generally

1. This GMP Amendment No. 1 is executed in connection with, and is deemed to be part of the Agreement and the RFQ. Wherever the terms of this GMP Amendment No. 1 and the terms of the Agreement and the RFQ are in conflict, the terms of this GMP Amendment No. 1 shall govern and control. The terms used herein, unless otherwise defined in this GMP Amendment No. 1 shall have the meanings ascribed to them in the Agreement and RFQ.

Guaranteed Maximum Price

- 2. Pursuant to Article III and V of the Agreement, the Parties have agreed to the eta
- 3. The following documents shall be incorporated herein and made a part hereof and identified as "Contractual Documents":
 - a. The Construction Documents referenced in the checklist, which is attached hereto and made a part hereof as **Attachment "1"**; and
 - b. The project "Specifications" as provided by Biltmore Construction in their bid package, which is attached hereto and made a part hereof as **Attachment** "2" (the "Specifications"); and
 - c. The Additional Contract Documents, including the executed pre-construction services, which is attached hereto and made a part hereof as **Attachment** "3"; and
 - d. The Construction Manager's GMP Proposal, for Clearing, De-mucking, and Site Fill work, Salary and Wage Schedule, and Onsite Management and Supervisory Personnel which is attached hereto and made a part hereof as **Attachment "4"**; and
 - e. The Scope of the Work for the Project, NW 114th Avenue Park, contemplated in this **GMP Amendment No.** 1, and as provided in the RFP and the Agreement, is hereby incorporated into the Work; and
 - f. The Project Schedule, which is attached hereto and made a part hereof as **Attachment "5"**; and

- g. The date of Commencement for the construction of the NW 114th Avenue Project in this **GMP Amendment No. 1**, shall commence upon the issuance of Notice To Proceed (NTP) # 2, by the parties hereto (the "Date of Commencement").
- h. The Construction Manager shall achieve Substantial Completion of the Work for the NW 114th Avenue Park Project contemplated in this **GMP Amendment No.** 1, no later than 75 calendar days from the issuance of NTP # 2, the Date of Commencement (the "Contract Time"), and Final Completion, not later than thirty (30) calendar days from the date of Substantial Completion. Failure to meet either the Substantial Completion or Final Completion dates shall be a material breach of this Agreement and liquidated damages will be assessed thereinafter.
- i. Upon failure of the Construction Manager to substantially complete the Work contemplated in this **GMP Amendment No. 1**, within the specified period of time, plus any approved time extensions, Construction Manager shall pay to the City the sum of \$1,500.00 (One Thousand Five Hundred Dollars And No Cents) for each calendar day after the time specified in subsection 2(j) of this Amendment.
- j. The Guaranteed Maximum Price for the Scope of Work contemplated in this GMP Amendment No. 1, for the NW 114th Avenue Park Project, is hereby guaranteed by the Construction Manager not to exceed the sum of \$2,293,107.00, based upon the entire Scope of the Work as described in the Contract Documents, as amended herein, and including, but not limited to, the Construction Documents and the Specifications, subject only to additions and deductions by Contract Amendment(s) or Construction Change Directive, as provided in the Contract Documents. The GMP is more particularly itemized in the Schedule of Values prepared in accordance with the terms of the Agreement, the "Schedule of Values," which is attached hereto and made a part hereof as Attachment "6", is attached hereto as. Included in the Schedule of Values and specifically identified herein, the Owner's Contingency inclusive to the Guaranteed Maximum Price for this GMP Amendment No. 1, is in the amount of \$______.
- k. Owner Direct Purchases procedure which is attached hereto and made a part hereof as **Attachment "7"**; and
- Should the Construction Manager realize any savings from the negotiated Schedule of Values, the City shall receive 75% of said savings with no line item integrity. The City reserves the right to audit all contract related documents at any time during the Project and at the end of the Project.

- m. The Construction Manager shall provide Commercial General Liability Insurance, Automobile Liability Insurance, Worker's Compensation Insurance, and Builder's Risk Insurance, in compliance with the provisions of Article II, Insurance and Bonds of the General Conditions of the Contract for Construction.
- n. The Construction Manager shall provide the Public Construction Payment Bond and the Public Construction Performance and Guarantee Bond, in compliance with the provisions of Article II, Insurance and Bonds of the General Conditions of the Contract for Construction.
- o. By executing this **GMP** Amendment No. 1 , the Construction Manager acknowledges that it has ascertained and verified all existing underground utilities and has coordinated all correct locations for points of connection for all utilities, if any, required for this Project and has identified all clarifications and qualifications for this Project, if any. Utility Locations shall be identified by the Construction Manager and all existing utility connections will be capped as needed, as noted in the Qualification and Assumptions Statement.
- p. To the extent that the Owner has authorized the Construction Manager, in writing, to perform the Work contemplated in this GMP Amendment No. 1, for this Project with the Construction Manager's own forces, the salary and wage schedule for the Construction Manager's personnel performing such portion of the Work, agreed upon by the City and the Construction Manager, shall be as set forth as required herein. The Construction Manager warrants and represents that the salary and wage schedule includes the comparable market rates (including any and all benefits, contributions and insurance) charged by the Construction Manager for comparable contracts to other business and individuals for similar services, and that such rates are not higher than the standard paid for similar Projects.
- 4. Except as expressly provided herein above all of the terms, conditions, covenants, agreements and understandings contained in the Pre-Construction Contract Documents (and as may have been amended pursuant to this **GMP Amendment No._1__)**, shall remain unchanged and in full force and effect, and the same hereby expressly ratified and confirmed by the City and Construction Manager.
- 5. This **GMP Amendment No. 1** may be executed in several counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have affixed their signatures, effective on the date first written above.

FOR CITY:

By: Connie Diaz, Interim City Clerk

By: Edward A. Rojas, City Manager

By: Weiss Serota Helfman Pastoriza Cole & Boniske, PL
City Attorney

Biltmore Construction
Florida Contractor License: CGC040464

By: CM, Secretary

By: CM, President

Print Name

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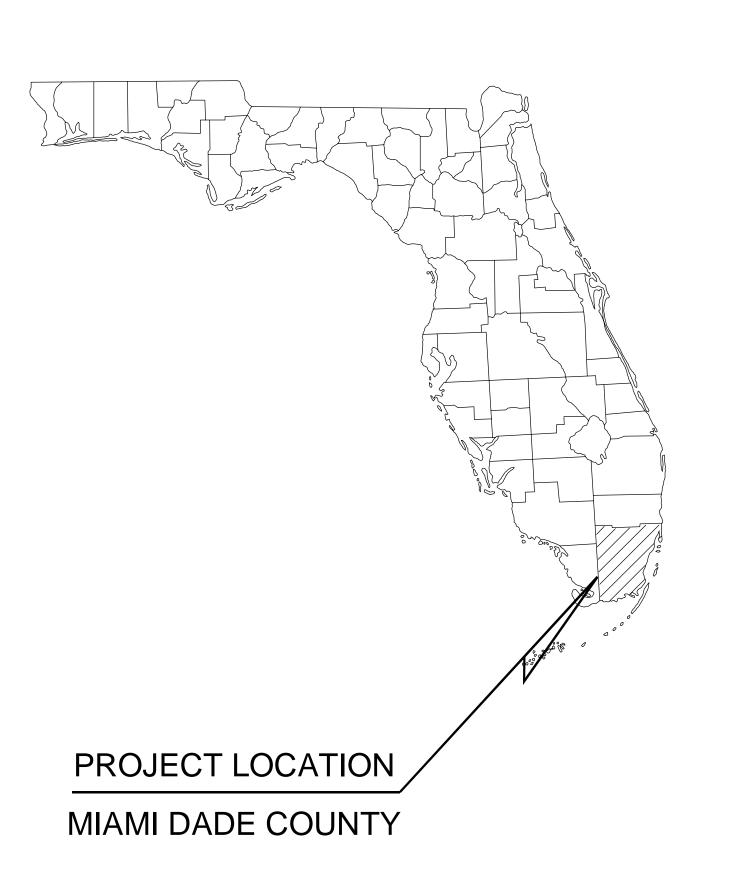
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ATTACHMENT 1 GMP AMENDMENT NO. 1

ATTACHMENT 1 CONSTRUCTION DOCUMENTS ATTACHMENT 2 THE SPECIFICATIONS ATTACHMENT 3 GENERAL AND SUPPLEMENTARY CONDITIONS EXECUTED PRE-CONSTRUCTION SERVICES AGREEMENT CONSTRUCTION MANAGER'S GMP PROPOSAL ATTACHMENT 4 **FOR** CLEARING, DE-MUCKING, AND SITE FILL WORK, SALARY AND WAGE SCHEDULE, AND ONSITE MANAGEMENT AND SUPERVISORY PERSONNEL ATTACHMENT 5 PROJECT SCHEDULE SCHEDULE OF VALUES ATTACHMENT 6 ATTACHMENT 7 OWNER DIRECT PURCHASES

ATTACHMENT 1 CONSTRUCTION DOCUMENTS



NW 114TH AVENUE PARK

11300 NW 81 TERRACE DORAL, FL 33178 NOVEMBER 2014 SECTION 7 TOWNSHIP 53-S, RANGE 40-E

CONTRACT DOCUMENTS

PROJECT TEAM:

M.E.P. ENGINEER TLC ENGINEERING FOR ARCHITECTURE 5757 BLUE LAGOON DRIVE, SUITE 400 MIAMI, FLORIDA, 33126

PHONE: 305-266-6553

CONTACT: BRIAN C. GREEN

GEOTECHNICAL ENGINEER PROFESSIONAL SERVICE INDUSTRIES, INC. 7950 N.W. 64TH STREET MIAMI, FLORIDA, 33166 PHONE: 305-471-7725 EXT. 21 CONTACT: DHURUVA (DRU) BADRI

ARCHITECT

WANNEMACHER JENSEN ARCHITECTS, INC. 180 MIRROR LAKE DRIVE N. ST. PETERSBURG, FLORIDA, 33701 PHONE: 727-822-5566 EXT. 226 CONTACT: HAROLD SOMARRIBA

CIVIL ENGINEER KIMLEY-HORN & ASSOCIATES 1221 BRICKELL AVENUE, SUITE 400 MIAMI, FLORIDA, 33131 PHONE: 305-673-2025 CONTACT: JUAN JIMENEZ

LANDSCAPE ARCHITECT KIMLEY-HORN & ASSOCIATES 1221 BRICKELL AVENUE, SUITE 400 MIAMI, FLORIDA, 33131 PHONE: 305-673-2025 CONTACT: GEORGE PUIG

SURVEYOR

HADONNE PROFESSIONAL LAND SURVEYORS AND MAPPERS 1985 NW. 88TH COURT, SUITE 202 DORAL, FLORIDA, 33172 CONTACT: ABRAHAM HADAD

LIST OF CONTACTS:

STORMWATER MIAMI-DADE REGULATORY AND ECONOMIC RESOURCES DEPARTMENT, WATER CONTROL SECTION 701 NW 1ST COURT MIAMI, FL 33136 PHONE: 305-372-6789

WATER AND SEWER MIAMI-DADE COUNTY WATER AND SEWER DEPARTMENT 3575 S. LE JEUNE RD. MIAMI, FL 33146 786-268-5214 305-669-7873

CONTACT: SERGIO GARCIA

CONTACT: CARLOS ESPINOZA, DIRECTOR

FIRE PREVENTION MIAMI-DADE COUNTY FIRE DEPARTMENT 11805 SW 26 ST MIAMI, FLORIDA 33175 PHONE: 786-315-2771

PLANNING AND ZONING CITY OF DORAL PLANNING & ZONING DEPARTMENT

DORAL, FL 33166 PHONE: 305-593-6725

TELEPHONE PROVIDER AT&T DISTRIBUTION 9101 SW 24TH STREET, 1ST FLOOR MIAMI, FLORIDA 33165 PHONE: 305-222-8745 CONTACT: RICHARD RENFROW

ENGINEERING CITY OF DORAL PUBLIC WORKS DEPARTMENT 8401 NW 53 TERRACE DORAL, FLORIDA 33166 PHONE: 305-593-6740 CONTACT: LEN HELMARS

BUILDING DIVISION CITY OF DORAL BUILDING DEPARTMENT 8401 NW 53 TERRACE DORAL, FL 33166 PHONE: 305-593-6700 CONTACT: LOURDES LOPEZ, ASSISTANT DIRECTOR

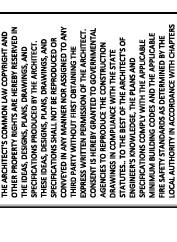
ELECTRIC PROVIDER FLORIDA POWER AND LIGHT 303 HASTINGS ROAD ST. AUGUSTINE, FLORIDA 32084 PHONE: 800-868-9554 CONTACT: TRACY STERN

CABLE PROVIDER COMCAST CABLE 2601 SW 145TH AVENUE PHONE: 954-534-7484 FAX: 954-534-7039 CONTACT: RICHARD THOMAS

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OJECT LOCATION	
	VICINITY MAP 0 300 600
	0 300 600 SCALE: 1" = 300'







Sheet List Table

C-301

C-302

C-401

C-403

C-405

C-500

C-501

C-502

COVER SHEET GENERAL NOTES

OVERALL EROSION CONTROL PLAN

GEOMETRY, SIGNAGE AND STRIPING PLAN

GEOMETRY, SIGNAGE AND STRIPING PLAN

PAVING, GRADING AND DRAINAGE PLAN

PAVING, GRADING AND DRAINAGE PLAN

PAVING, GRADING AND DRAINAGE SECTIONS

PAVING, GRADING AND DRAINAGE DETAILS

WATER AND SEWER NOTES

WATER AND SEWER PLAN

WATER AND SEWER PLAN

PARK AVE \geq

043620000 NOT FOR CONSTRUCTION

Distribution

50% PROGRESS SET 11-06-2014 95% PROGRESS SET 12-22-201

> SHEET NUMBER CS

SHOULD ANY SECTION OF THESE GENERAL NOTES BE IN DIRECT CONFLICT WITH THE PROVISIONS OR TECHNICAL SPECIFICATIONS CONTAINED IN THE CONTRACT DOCUMENT FOR THIS PROJECT, THE INTENT OF THE CONTRACT DOCUMENT SHALL GOVERN.

I. APPLICABLE CODES

- 1. ALL WORK AND MATERIALS SHALL CONFORM TO ALL REQUIREMENTS OF THE FLORIDA BUILDING CODE. CITY OF DORAL PUBLIC WORKS DEPARTMENT, MIAMI-DADE COUNTY PUBLIC WORKS MANUAL. MIAMI-DADE COUNTY DEPARTMENT OF REGULATORY AND ECONOMIC RESOURCES, MIAMI-DADE WATER AND SEWER DEPARTMENT (MDWASD), UNITED STATES ARMY CORPS OF ENGINEERS, AS WELL AS ALL OTHER LOCAL AND NATIONAL CODES AND REGULATORY REQUIREMENTS, AS APPLICABLE.
- 2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ENSURING THAT ALL CONSTRUCTION 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 LOCAL SAFETY AND HEALTH REGULATIONS.
- 3. LOCATIONS, ELEVATIONS AND DIMENSIONS OF EXISTING UTILITIES, STRUCTURES AND OTHER EXISTING SITE IMPROVEMENTS, FEATURES AND CONDITIONS SHOWN ON THE DRAWINGS WERE OBTAINED FROM THE FOLLOWING TOPOGRAPHIC BOUNDARY SURVEY SPECIFICALLY PREPARED FOR THIS PROJECT:

TITLE: "NW 114TH AVENUE PARK" BY: HADONNE PROFESSIONAL LAND SURVEYORS AND MAPPERS, 1985 NW 88TH COURT, SUITE 202, DORAL, FLORIDA, 33172

- 4. EXISTING AND PROPOSED GRADE ELEVATIONS ARE BASED ON NATIONAL GEODETIC VERTICAL DATUM, 1929 (NGVD 29). BENCHMARKS USED ARE THOSE IDENTIFIED ON THE TOPOGRAPHIC BOUNDARY
- 5. THE HORIZONTAL LOCATIONS OF EXISTING UNDERGROUND UTILITIES SHOWN ON THE PLANS WERE PROVIDED BY AND UTILITY AS-BUILT RECORDS OBTAINED FROM VARIOUS COMPANIES AND
- 6. PROPOSED ELEVATIONS SHOWN ON THE PLANS ARE FINISHED GRADES.

OF UTILITY OWNERS, AS REQUIRED.

- 7. EXISTING UTILITIES TO BE ADJUSTED IN ACCORDANCE WITH PROPOSED GRADES AND REQUIREMENTS
- 8. EXISTING STRUCTURES, TREES, UTILITIES AND OTHER IMPROVEMENTS WHICH ARE TO REMAIN IN PLACE SUCH AS BUILDING SEWERS, DRAINS, WATER OR GAS PIPES, CONDUITS, POLES, WALLS, COLUMNS, ETC., WHETHER OR NOT SHOWN ON THE PLANS, ARE TO BE CAREFULLY PROTECTED FROM DAMAGE. IF DAMAGE OCCURS FROM WORK PERFORMED UNDER THIS CONTRACT, THE CONTRACTOR SHALL PROMPTLY REPAIR THE DAMAGED ITEM(S) TO THE CONDITION OF THE ITEM(S) PRIOR TO THE DAMAGE. THIS WORK SHALL BE AT NO ADDITIONAL COST TO THE OWNER.
- 9. THE CONTRACTOR IS TO USE CAUTION WHEN WORKING IN OR AROUND AREAS OF OVERHEAD TRANSMISSION LINES AND UNDERGROUND UTILITIES.
- 10. CONTRACTOR SHALL PRESERVE ALL STREET SIGNS, PARKING METERS, BENCHES, TRAFFIC CONTROL SIGNS, ETC. WHEN DIRECTED BY THE ENGINEER, THE CONTRACTOR SHALL REINSTALL THESE OR DELIVER SAID PUBLIC PROPERTY TO THE RESPECTIVE OWNER.
- 11. THE CONTRACTOR SHALL COORDINATE HIS/HER WORK WITH ANY OTHER UTILITY AND BUILDING TRADES WORKING ON THIS OR ADJACENT PROJECT.
- 12. ALL DITCH EXCAVATION SHALL BE PERFORMED IN FULL COMPLIANCE WITH THE PROVISIONS OF THE FLORIDA TRENCH SAFETY ACT.
- 13. THE CONTRACTOR SHALL TAKE SPECIAL NOTE OF SOIL CONDITIONS THROUGHOUT THIS PROJECT. ANY SPECIAL SHORING. SHEETING OR OTHER PROCEDURES NECESSARY TO PROTECT ADJACENT PROPERTY, EITHER PUBLIC OR PRIVATE, DURING EXCAVATION OF SUBSOIL MATERIAL OR DURING THE FILLING OF ANY AREA, OR FOR ANY OPERATION DURING CONSTRUCTION SHALL BE THE SOLE RESPONSIBILITY OF THE CONTRACTOR.
- 14. THE CONTRACTOR SHALL BE RESPONSIBLE FOR DOCUMENTING AND MAINTAINING AS-BUILT INFORMATION WHICH SHALL BE RECORDED AS CONSTRUCTION PROGRESSES OR AT THE COMPLETION OF APPROPRIATE CONSTRUCTION INTERVALS AND SHALL BE RESPONSIBLE FOR PROVIDING AS-BUILT DRAWINGS TO THE OWNER FOR THE PURPOSE OF CERTIFICATION TO JURISDICTIONAL AGENCIES AS REQUIRED. ALL AS-BUILT DATA SHALL BE COLLECTED BY A STATE OF FLORIDA PROFESSIONAL LAND SURVEYOR WHOSE SERVICES ARE ENGAGED BY THE CONTRACTOR.

II. PRECONSTRUCTION RESPONSIBILITIES

- 1. THE INFORMATION PROVIDED IN THESE PLANS IS TO ASSIST THE CONTRACTOR IN ASSESSING THE NATURE AND EXTENT OF THE CONDITIONS WHICH MAY BE ENCOUNTERED DURING THE COURSE OF THE WORK. ALL CONTRACTORS ARE DIRECTED, PRIOR TO BIDDING, TO CONDUCT ANY AND ALL INVESTIGATIONS THEY DEEM NECESSARY TO ARRIVE AT THEIR OWN CONCLUSIONS REGARDING THE ACTUAL CONDITIONS THAT WILL BE ENCOUNTERED, AND UPON WHICH THEIR BIDS WILL BE BASED.
- 2. TWO (2) BUSINESS DAYS BEFORE BEGINNING CONSTRUCTION IN THE AREA, THE CONTRACTOR SHALL NOTIFY SUNSHINE STATE CALL ONE OF FLORIDA, INC. AT 811 AND ANY OTHER UTILITY COMPANIES WHICH MIGHT BE AFFECTED.
- 3. UPON THE RECEIPT OF THE "NOTICE TO PROCEED", THE CONTRACTOR SHALL CONTACT THE ENGINEER OF RECORD AND ARRANGE A PRECONSTRUCTION CONFERENCE TO INCLUDE ALL INVOLVED GOVERNMENTAL AGENCIES, UTILITY OWNERS, THE OWNER, AND THE ENGINEER OF RECORD.
- 4. THE CONTRACTOR IS RESPONSIBLE FOR PREPARING A TRAFFIC CONTROL PLAN THAT ADDRESSES THE MAINTENANCE OF BOTH VEHICULAR AND PEDESTRIAN TRAFFIC IN A SAFE AND REASONABLY ADEQUATE MANNER AROUND THE WORK SITE. PRIOR TO COMMENCING WITH ANY ACTIVITIES AT THE JOB SITE, THE CONTRACTOR SHALL OBTAIN APPROVAL FOR THE TRAFFIC CONTROL PLAN FROM ALL AGENCIES HAVING JURISDICTION, INCLUDING FLORIDA INTERNATIONAL UNIVERSITY.
- 5. THE CONTRACTOR SHALL APPLY FOR AND PROCURE ALL PERMITS AND LICENSES, PAY ALL CHARGES, TAXES, ROYALTIES & FEES, AND GIVE ALL NOTICES NECESSARY TO COMPLETE THIS PROJECT.
- 6. THE CONTRACTORS SHALL COORDINATE WITH UTILITY COMPANIES TO ARRANGE FOR ANY REMOVAL, RELOCATION AND TEMPORARY SUPPORT OF UTILITY FEATURES, ETC. AS NECESSARY TO COMPLETE THE WORK, IF APPLICABLE.
- 7. THE LOCATIONS OF THE UTILITIES SHOWN IN THE PLANS ARE APPROXIMATE ONLY. THE CONTRACTOR SHALL LOCATE AND EXPOSE ALL EXISTING UTILITIES TO BE CONNECTED SUFFICIENTLY AHEAD OF CONSTRUCTION TO ALLOW REDESIGN BY THE ENGINEER IF SUCH UTILITIES ARE FOUND TO BE DIFFERENT THAN THOSE SHOWN ON PLANS.

III. INSPECTION AND TESTING

- 1. THE CONTRACTOR SHALL BE RESPONSIBLE FOR NOTIFYING THE ENGINEER OF RECORD VIA TELEPHONE AND EMAIL AT LEAST TWO BUSINESS DAYS PRIOR TO THE FOLLOWING:
- a. <u>SANITARY SEWER SYSTEM</u> INFILTRATION/EXFILTRATION TEST OF THE NEW SANITARY SEWER COLLECTION SYSTEM UP TO THE POINT OF CONNECTION WITH THE EXISTING SYSTEM, AND INCLUDING ALL NEW SERVICE LATERALS.
- b. SANITARY SEWER MAINS LAMPING OF NEW SANITARY SEWER MAINS BETWEEN ALL NEW MANHOLES UP TO AND INCLUDING THE CONNECTION MANHOLE ON THE EXISTING SYSTEM.
- c. POTABLE WATER DISTRIBUTION MAINS:
- 1) LIVE TAP CONNECTIONS TO EXISTING MAINS 2) PRESSURE TEST IN ACCORDANCE WITH AWWA STANDARD C600
- d. <u>STORM DRAINAGE:</u>
- 1) EXFILTRATION TRENCHES AFTER INSTALLATION OF FILTER FABRIC BUT PRIOR TO PLACING ANY BALLAST ROCK IN ORDER TO MEASURE DEPTH AND WIDTH OF TRENCH. 2) DRAINAGE PIPE AND STRUCTURES - PRIOR TO BACKFILL
- e. <u>LIMEROCK BASE</u> SUBMIT AND HAVE APPROVED DENSITIES AND ASBUILTS PRIOR TO PLACEMENT OF ANY ASPHALT.
- f. FINISHED PAVEMENT PRIOR TO PLACEMENT OF ANY FINISHED ASPHALT, CONCRETE AND/OR BRICK PAVING.
- g. SUBSTANTIAL COMPLETION
- h. FINAL INSPECTION
- REGARDLESS OF WHETHER OR NOT THE ABOVE ARE WITNESSED BY OTHERS, IF THE CONTRACTOR FAILS TO NOTIFY THE ENGINEER OF RECORD AT LEAST 48 HOURS PRIOR AND THESE ARE COMPLETED WITHOUT THE ENGINEER OF RECORD PRESENT, THE CONTRACTOR SHALL AGAIN EXPOSE THE WORK AND REPEAT ALL TESTS AS REQUESTED BY THE ENGINEER OF RECORD AT NO ADDITIONAL COST TO THE CONTRACT. OTHERWISE, THE ENGINEER OF RECORD RESERVES THE RIGHT TO REFUSE ISSUANCE OF ANY CERTIFICATIONS.
- 2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR COORDINATING AND CALLING FOR ANY TESTING AND INSPECTIONS REQUIRED BY CITY, COUNTY, STATE AND FEDERAL AGENCIES HAVING JURISDICTION OVER THE CONTRACTOR'S WORK.

IV. SHOP DRAWINGS

PRIOR TO FABRICATION OR CONSTRUCTION, SHOP DRAWINGS SHALL BE SUBMITTED BY THE CONTRACTOR TO THE ENGINEER OF RECORD FOR APPROVAL OF THE FOLLOWING ITEMS:

DRAINAGE:

- a. DRAINAGE INLETS, CATCH BASINS, MANHOLES AND STRUCTURES, INCLUDING TOP/BOTTOM SLABS, FRAMES, GRATES, RIMS AND POLLUTANT RETARDANT BAFFLES
- b. TRENCH OR SLOT DRAINS INCLUDING CHANNELS, ANCHORS, GRATES, OUTLETS, ETC. c. DRAINAGE PIPE AND FITTINGS
- d. CLEANOUTS e. EXFILTRATION TRENCH FILTER FABRIC
- 2. <u>WATER DISTRIBUTION</u>
- a. PIPE AND FITTINGS b. VALVES AND AIR RELEASE VALVES
- c. FIRE HYDRANTS d. BACKFLOW PREVENTION DEVICES
- e. METER VAULTS f. TAPPING SLEEVES AND CORPORATION STOPS
- 3. <u>SANITARY SEWER:</u>
- a. MANHOLES, INCLUDING STRUCTURES, TOP/BOTTOM SLABS, FRAMES AND RIMS b. PIPE AND FITTINGS
- c. CLEANOUTS d. VALVES AND AIR RELEASE VALVES
- 4. <u>ASPHALT MIX:</u>
- a. SUBGRADE AND LIMEROCK TO BE INCLUDED
- 5. <u>CONCRETE</u>
- 6. MATERIAL/PRODUCT SUBSTITUTIONS

V. TEMPORARY FACILITIES

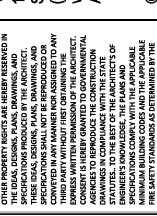
- 1. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO ARRANGE FOR OR SUPPLY TEMPORARY WATER SERVICE, SANITARY FACILITIES AND ELECTRICITY DURING CONSTRUCTION.
- 2. THE CONTRACTOR SHALL MAINTAIN AT LEAST ONE ACCESS ENTRANCE TO ADJACENT PROPERTIES AT ALL TIMES.
- 3. THE CONTRACTOR SHALL MAINTAIN A CLEAR PATH FOR ALL SURFACE WATER DRAINAGE STRUCTURES AND DITCHES DURING ALL PHASES OF CONSTRUCTION.
- 4. ALL EXISTING DRAINAGE INLETS, DRAINAGE DITCHES AND WATER BODIES ABUTTING THE PROJECT SHALL BE PROTECTED FROM DEBRIS, SILT AND SOIL EROSION (REFER TO EROSION CONTROL PLAN AND DETAILS). EROSION CONTROL MEASURES SHALL BE CAREFULLY MAINTAINED UNTIL CONSTRUCTION ACTIVITIES ARE COMPLETE.
- 5. THE CONTRACTOR SHALL PROVIDE ALL WARNING SIGNALS, SIGNS, LIGHTS AND FLAG PERSONS AS NECESSARY FOR THE MAINTENANCE OF TRAFFIC WITHIN PUBLIC RIGHT-OF-WAYS IN ACCORDANCE WITH M.U.T.C.D., CITY OF DORAL PUBLIC WORKS, AND MIAMI-DADE COUNTY PUBLIC WORKS.
- 6. ALL OPEN TRENCHES AND HOLES ADJACENT TO ROADWAYS OR WALKWAYS SHALL BE PROPERLY MARKED AND BARRICADED/SHIELDED TO ASSURE THE SAFETY OF BOTH VEHICULAR AND PEDESTRIAN TRAFFIC.
- 7. NO TRENCHES OR HOLES NEAR WALKWAYS, IN ROADWAYS OR THEIR SHOULDERS ARE TO BE LEFT OPEN AND BARRICADED/SHIELDED DURING NIGHTTIME HOURS WITHOUT THE EXPRESS PERMISSION OF THE CITY OF DORAL PUBLIC WORKS DEPARTMENT, AND MIAMI-DADE COUNTY PUBLIC WORKS DEPARTMENTS.

VI. PROJECT CLOSE OUT:

- 1. DURING CONSTRUCTION, THE PROJECT SITE AND ALL ADJACENT AREAS SHALL BE MAINTAINED IN A NEAT AND CLEAN MANNER, AND UPON FINAL CLEANUP, THE PROJECT SITE SHALL BE LEFT CLEAR OF ALL SURPLUS MATERIAL OR TRASH. THE PAVED AREAS SHALL BE SWEPT BROOM CLEAN.
- 2. THE CONTRACTOR SHALL RESTORE OR REPLACE, WHEN AND AS DIRECTED, ANY PUBLIC OR PRIVATE PROPERTY DAMAGED BY HIS/HER WORK, EQUIPMENT AND/OR EMPLOYEES TO A CONDITION AT LEAST EQUAL TO THAT EXISTING IMMEDIATELY PRIOR TO THE BEGINNING OF OPERATIONS AS DETERMINED BY THE ENGINEER.
- 3. UNLESS NOTED OTHERWISE, THE CONTRACTOR SHALL REPLACE ALL PAVING, STABILIZED EARTH, CURBS, DRIVEWAYS, SIDEWALKS, FENCES, MAILBOXES, SIGNS AND ANY OTHER IMPROVEMENTS REMOVED DURING CONSTRUCTION WITH THE SAME TYPE OF MATERIAL AND TO THE CONDITION WHICH EXISTED PRIOR TO THE BEGINNING OF OPERATIONS.
- 4. WHERE MATERIAL OR DEBRIS HAVE WASHED OR FLOWED INTO, OR HAVE BEEN PLACED IN WATER COURSES, DITCHES, DRAINS, CATCH BASINS, OR ELSEWHERE AS A RESULT OF THE CONTRACTOR'S OPERATIONS, SUCH MATERIAL OR DEBRIS SHALL BE REMOVED AND SATISFACTORILY DISPOSED OF DURING THE PROGRESS OF THE WORK, AND THE AREA KEPT IN A CLEAN AND NEAT CONDITION AS DETERMINED BY THE ENGINEER.
- 5. ALL DISPOSAL OF EXCESS AND UNSUITABLE EXCAVATED MATERIAL, DEMOLITION, VEGETATION, RUBBISH AND DEBRIS SHALL BE MADE OUTSIDE THE LIMITS OF CONSTRUCTION AT A LEGAL DISPOSAL SITE PROVIDED BY THE CONTRACTOR AT HIS/HER OWN EXPENSE. WITH THE PRIOR APPROVAL OF THE ENVIRONMENTAL ENGINEER. MATERIAL CLEARED FROM THE SITE SHALL NOT BE DEPOSITED ON ADJACENT AND/OR NEARBY PROPERTY.
- 6. ALL PROPERTY MONUMENTS OR PERMANENT REFERENCES, REMOVED OR DESTROYED BY THE CONTRACTOR DURING CONSTRUCTION SHALL BE RESTORED BY A STATE OF FLORIDA REGISTERED LAND SURVEYOR AT THE CONTRACTOR'S EXPENSE.
- 7. DURING THE DAILY PROGRESS OF THE JOB, THE CONTRACTOR SHALL RECORD ON HIS SET OF CONSTRUCTION DRAWINGS THE EXACT LOCATION, LENGTH AND ELEVATION OF ANY EXISTING FACILITIES NOT FOUND TO BE EXACTLY AS SHOWN ON THE PLANS, AND ANY NEW FACILITIES NOT BUILT EXACTLY ACCORDING TO PLANS.
- 8. THE CONTRACTOR SHALL PROVIDE THE ENGINEER WITH AS-BUILT GRADES AND LOCATIONS OF FINISHED PAVEMENT, SIDEWALKS, CURBS, DRAINAGE STRUCTURES, AND ALL PHYSICAL IMPROVEMENTS. SUCH GRADES SHALL BE OBTAINED BY A LICENSED SURVEYOR REGISTERED TO PRACTICE IN THE STATE OF FLORIDA, AND SHALL DOCUMENT THE INTENT OF THE PROPOSED GRADES SHOWN ON THE PLANS. THIS SHALL BE DONE AT NO COST TO THE OWNER.
- 9. CONTRACTOR TO REPLACE ALL FOUND PIPES WITH NAIL AND DISKS.

VII. STORM DRAINAGE

- 1. EXISTING CATCH BASIN GRATES AND MANHOLE RIM ELEVATIONS AS SHOWN ON PLANS SHALL BE ADJUSTED TO CONFORM TO NEW OR EXISTING GRADES, AS REQUIRED.
- 2. ALL ONSITE STORM DRAINAGE MATERIALS AND INSTALLATION SHALL CONFORM TO THE CITY OF DORAL PUBLIC WORKS DEPARTMENT, AND MIAMI-DADE COUNTY PUBLIC WORKS DEPARTMENT STANDARDS AND SPECIFICATIONS.
- 3. ALL PRECAST CONCRETE DRAINAGE CATCH BASINS AND MANHOLES SHALL BE AS MANUFACTURED BY U.S. PRECAST CORPORATION OR APPROVED EQUAL.
- 4. ALL METAL FRAMES. GRATES AND RIMS FOR PRECAST CONCRETE STORM DRAINAGE MANHOLES AND CATCH BASINS SHALL BE AS MANUFACTURED BY U.S. FOUNDRY OR APPROVED EQUAL.
- 5. PROVIDE A MINIMUM PROTECTIVE COVER OF 30 INCHES OVER STORM SEWER AND AVOID UNNECESSARY CROSSING BY HEAVY CONSTRUCTION VEHICLES DURING CONSTRUCTION.
- 6. THE CONTRACTOR SHALL PROTECT COMPLETED DRAINAGE STRUCTURES AND EXFILTRATION TRENCH SYSTEMS FROM CONTAMINATION OF SILT AND CONSTRUCTION DEBRIS. PLACE PLYWOOD ON, OR FILTER FABRIC BETWEEN, THE FRAME AND INLET GRATE UNTIL CONSTRUCTION OPERATIONS ARE FINISHED (REFER TO EROSION CONTROL PLANS AND DETAILS).



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KHA PROJECT NUMBER

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043620000 IOT FOR CONSTRUCTION

50% PROGRESS SET 11-06-20 95% PROGRESS SET 12-22-20

SHEET NUMBER C-100

I. GENERAL

- 1. FOR THIS PROJECT, "OWNER" SHALL MEAN 114TH AVENUE PARK, "SURVEY" SHALL MEAN THE BOUNDARY SURVEY PREPARED BY HADONNE PROFESSIONAL LAND SURVEYORS AND MAPPERS. DATED JULY 10TH, 2014 AND "ENGINEER" SHALL MEAN THE ENGINEER OF RECORD.
- 2. EXISTING CONDITIONS, UTILITIES, STRUCTURES AND OTHER IMPROVEMENTS, AS SHOWN ON THE DEMOLITION DRAWINGS, WERE TAKEN FROM THE SURVEY, AND FROM INFORMATION PROVIDED BY UTILITY COMPANIES. AN ATTEMPT HAS BEEN MADE TO SHOW ALL EXISTING STRUCTURES, UTILITIES, DRIVES, WALKS, ETC., IN THEIR APPROXIMATE LOCATION. OTHERS MAY EXIST AND MAY BE FOUND UPON VISITING THE SITE. IT WILL BE THE RESPONSIBILITY OF THE CONTRACTOR TO ACCURATELY LOCATE ALL FACILITIES AND TO DETERMINE THEIR EXTENT. IF SUCH FACILITIES OBSTRUCT THE PROGRESS OF THE WORK AND ARE NOT INDICATED TO BE REMOVED OR RELOCATED, THEY SHALL BE REMOVED OR RELOCATED ONLY AS DIRECTED BY THE OWNER, ARCHITECT, OR ENGINEER OF RECORD, AT NO ADDITIONAL COST TO THE OWNER.
- 3. SOME ITEMS TO BE REMOVED MAY NOT BE DEPICTED ON THE TOPOGRAPHIC SURVEY. IT IS THE CONTRACTOR'S RESPONSIBILITY TO VISIT THE SITE AND DETERMINE THE FULL EXTENT OF ITEMS TO BE REMOVED. IF ANY ITEMS ARE IN QUESTION, THE CONTRACTOR SHALL CONTACT THE OWNER PRIOR TO REMOVAL OF SAID ITEMS.
- 4. ORGANIZE AND PERFORM DEMOLITION WORK TO AVOID DAMAGE TO CONSTRUCTION INTENDED TO REMAIN, INCLUDING TREES (SEE LANDSCAPE PLANS FOR DETAILS).
- 5. DEMOLITION AND REMOVAL OPERATIONS SHALL BE CONDUCTED IN AN EXPEDIENT MANNER, WITH PRECAUTIONS TAKEN TO PREVENT THE DEMOLITION SITE FROM BEING A NUISANCE.
- 6. PERFORM REMOVAL AND DEMOLITION IN ACCORDANCE WITH DEMOLITION SCHEDULE (REFER TO SECTION IV.) AND TAKE NECESSARY PRECAUTIONS TO PROTECT EXISTING ADJACENT BUILDINGS, FURNISHINGS, AND EQUIPMENT. NOTIFY THE ENGINEER OF ANY CONDITIONS THAT MAY AFFECT THE SAFETY OF OCCUPANTS OF ADJACENT BUILDINGS, THE NORMAL USE OF THESE FACILITIES, OR THE PHYSICAL CONDITION OF THE STRUCTURES.
- 7. ALL EXISTING UTILITIES OUTSIDE THE PROPERTY BOUNDARIES ARE TO REMAIN, UNLESS OTHERWISE
- 8. PRIOR TO DEMOLITION ACTIVITIES, IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO CONTACT ALL AFFECTED UTILITY COMPANIES IN ORDER TO COORDINATE THE DEACTIVATION OF ALL EXISTING UTILITY LINES WITHIN THE PROPERTY. ONCE ALL ONSITE UTILITIES HAVE BEEN DEACTIVATED, ALL LINES SHALL BE CUT AND CAPPED INSIDE THE PROPERTY LINE, AND REMOVED (UNLESS OTHERWISE INDICATED).
- 9. THE CONTRACTOR SHALL USE EXTREME CAUTION IN REMOVING ANY STRUCTURES AND UTILITIES ABOVE AND BELOW GRADE TO PREVENT DAMAGE TO EXISTING UTILITIES WHICH ARE TO REMAIN IN SERVICE. ANY DAMAGE TO EXISTING PIPELINES, UTILITIES, ETC., CAUSED BY THE CONTRACTOR SHALL BE REPAIRED, AT THE CONTRACTOR'S EXPENSE, IN A MANNER ACCEPTABLE TO THE PARTY IN OWNERSHIP OF THE DAMAGED PROPERTY. THE CONTRACTOR SHALL REPORT ANY EXISTING DAMAGE PRIOR TO BEGINNING WORK. IN THE EVENT OF ACCIDENTAL DISRUPTION OF UTILITIES OR THE DISCOVERY OF PREVIOUSLY UNKNOWN UTILITIES, STOP WORK IMMEDIATELY AND NOTIFY THE AFFECTED UTILITY COMPANY AND THE ENGINEER. DO NOT CONTINUE WORK UNTIL THE UTILITY COMPANY, ENGINEER, AND CONTRACTOR AGREE ON A PLAN TO CORRECT THE SITUATION OR IDENTIFY THE UTILITY SERVICE LINE.
- 10. EXISTING WORK NOT SPECIFIED FOR REMOVAL WHICH IS TEMPORARILY REMOVED, DAMAGED, EXPOSED, OR IN ANY WAY DISTURBED OR ALTERED BY THE CONTRACTORS ACTIVITIES SHALL BE REPAIRED, PATCHED OR REPLACED, SOLELY AT THE CONTRACTOR'S EXPENSE, TO THE ENGINEER'S AND OWNER'S SATISFACTION.
- 11. TITLE AND RESPONSIBILITY TO MATERIALS AND EQUIPMENT TO BE REMOVED, EXCEPT SALVAGEABLE EQUIPMENT TO BE RETAINED BY THE OWNER, IS VESTED TO THE CONTRACTOR UPON RECEIPT OF NOTICE TO PROCEED. THE OWNER WILL NOT BE RESPONSIBLE FOR THE CONDITION, LOSS OR DAMAGE TO SUCH MATERIALS AND EQUIPMENT AFTER THE ISSUANCE OF THE NOTICE TO PROCEED.
- 12. IT IS THE CONTRACTOR'S RESPONSIBILITY TO:

 A. PROTECT ALL EXISTING STRUCTURAL AND VEGETATIVE ELEMENTS TO REMAIN DURING

DEMOLITION UNLESS OTHERWISE SPECIFIED.

- B. IF APPLICABLE, PATCH AND REPAIR ALL SURFACES WITHIN THE PUBLIC R/W AFFECTED BY
- C. SAW-CUT IN NEAT, STRAIGHT LINES, EXISTING CONCRETE OR ASPHALT PAVEMENT.
- D. REMOVE ALL EXISTING IRRIGATION LINES WITHIN THE LIMITS OF DEMOLITION UNLESS OTHERWISE NOTED.
- E. NO ELECTRIC POLES, STREET LIGHTS, WATER METERS/VALVES, FIRE HYDRANTS ETC. WILL BE REMOVED WITHIN THE ROADWAY RIGHT—OF—WAY, UNLESS OTHERWISE NOTED ON THE DEMOLITION PLANS.
- F. REFER TO LANDSCAPE PLANS FOR VERIFICATION OF ALL EXISTING TREES TO BE REMOVED, RELOCATED OR TO REMAIN.
- G. MAINTAIN ALL EXISTING SURVEY REFERENCES AND MARKERS IN PLACE, OTHERWISE THEY SHALL BE REPLACED BY THE CONTRACTOR AT NO ADDITIONAL COST TO THE OWNER.

II. DESCRIPTION

- 1. PROVIDE ALL LABOR, MATERIALS, EQUIPMENT, SERVICES, ETC., NECESSARY AND INCIDENTAL TO THE COMPLETION OF ALL SITE DEMOLITION AND CLEARING WORK AS SHOWN ON THE DRAWINGS AND SPECIFIED HEREIN, INCLUDING THE LEGAL TRANSPORT AND OFF—SITE DISPOSAL OF DEMOLITION
- 2. ALL SITE WORK INCLUDES , BUT IS NOT LIMITED TO THE FOLLOWING:
- A. FULL-DEPTH REMOVAL OF EXISTING SIDEWALKS, DRIVES, CURBS, AND PAVEMENT.
- B. FULL DEPTH REMOVAL OF EXISTING BUILDING FOUNDATIONS, UNDERGROUND UTILITIES AND
- C. CLEARING SITE OF VEGETATION AND TREES AS NOTED ON THE LANDSCAPE PLANS.
- E. REMOVAL FROM SITE AND DISPOSAL OF ALL EXCESS AND UNUSABLE MATERIAL.
- F. COORDINATION WITH ALL UTILITY COMPANIES/OWNERS PRIOR TO DEACTIVATION OF EXISTING UTILITIES.

III. APPLICABLE CODES

- 1. DEMOLITION AND TRANSPORTATION OF DEBRIS SHALL COMPLY WITH APPLICABLE LOCAL, STATE, AND FEDERAL CODES AND REGULATIONS GOVERNING THESE OPERATIONS. THE CONTRACTOR SHALL OBTAIN AND PAY FOR ANY PERMITS, BONDS, LICENSES, ETC., REQUIRED FOR DEMOLITION AND CLEARING
- 2. ANY WORK WITHIN PUBLIC RIGHT-OF-WAY SHALL BE DONE IN ACCORDANCE WITH THE REQUIREMENTS OF THE CITY OF DORAL PUBLIC WORKS DEPARTMENT, MIAMI-DADE COUNTY PUBLIC WORKS, MIAMI-DADE DEPARTMENT OF REGULATORY AND ECONOMIC RESOURCES, SOUTH FLORIDA WATER MANAGEMENT DISTRICT, UNITED STATES ARMY CORPS OF ENGINEERS, AND OTHER GOVERNMENTAL AGENCIES WHO MAY HAVE JURISDICTION OF THE PUBLIC RIGHT-OF-WAY. SAID WORK SHALL NOT BEGIN UNTIL THE CONTRACTOR HAS OBTAINED ALL PERMITS AND NOTIFIED ALL THE GOVERNING AUTHORITIES.

IV. SEQUENCING AND SCHEDULING

D. CLEARING SITE OF DEMOLITION DEBRIS.

- 1. AREAS ADJACENT TO DEMOLITION AND REMOVAL WORK MAY BE OCCUPIED AND THEIR ACTIVITIES CANNOT BE INTERRUPTED OR DISTURBED DURING NORMAL WORKING HOURS. DEMOLITION SCHEDULE SHALL BE COORDINATED WITH ALL ADJACENT PROPERTY OWNERS AND ANY OTHER PARTIES WHOSE DAILY ACTIVITIES WOULD BE AFFECTED BY THE DEMOLITION WORK.
- 2. COORDINATE WITH APPLICABLE UTILITY COMPANIES FOR UTILITY LINE REMOVAL, CAPPING AND UTILITY SHUTDOWNS NECESSITATED BY REMOVAL WORK.

V. ENVIRONMENTAL PROTECTION

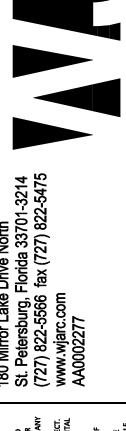
- 1. CONTROL AMOUNT OF DUST RESULTING FROM CONSTRUCTION OR DEMOLITION TO PREVENT SPREAD OF DUST TO OTHER BUILDINGS AND TO AVOID CREATION OF A NUISANCE IN SURROUNDING AREAS. USE OF WATER TO CONTROL DUST WILL NOT BE PERMITTED WHEN IT WILL RESULT IN, OR CREATE, HAZARDOUS OR OBJECTIONABLE CONDITIONS SUCH AS FLOODING.
- 2. NOISE PRODUCING ACTIVITIES SHALL BE HELD TO A MINIMUM. INTERNAL COMBUSTION ENGINES AND COMPRESSORS, ETC., SHALL BE EQUIPPED WITH MUFFLERS TO REDUCE NOISE TO A MINIMUM. CONTRACTOR SHALL COMPLY WITH ALL NOISE ABATEMENT ORDINANCES.
- 3. THE USE OF EXPLOSIVES WILL NOT BE PERMITTED.
- 4. DISPOSAL OF DEMOLISHED MATERIALS BY BURNING IS NOT PERMITTED.
- 5. ALL CLEARING SHALL BE PERFORMED IN A MANNER SUCH AS TO PREVENT ANY WASH-OFF OF SOILS AND DEBRIS FROM THE SITE INTO PUBLIC RIGHT-OF-WAY WATER BODIES, AND/OR STORM DRAINAGE SYSTEMS. APPROPRIATE SEDIMENTATION PONDS, DIKES, COLLARS, AND FILTER MEDIA SHALL BE EMPLOYED TO INSURE COMPLIANCE WITH THESE REQUIREMENTS. WHERE A SPECIFIC STATUTE GOVERNS THESE PROCEDURES, SUCH STATUTE SHALL BE COMPLIED WITH IN ITS ENTIRETY.
- 6. AT ALL TIMES DURING THE CLEARING OPERATION, THE EXPOSED AREAS OF SUBGRADE SHALL BE MAINTAINED IN A CONDITION COMPATIBLE WITH POSITIVE DRAINAGE OF THE WORK AREA. NO WATER WILL BE PERMITTED TO STAND IN OPEN EXCAVATIONS. ALL STORMWATER RUNOFF SHALL BE CONTAINED WITHIN THE SITE. FAILURE TO MAINTAIN SUCH DRAINAGE SHALL BE CONSIDERED ADEQUATE CAUSE TO ORDER TEMPORARY SUSPENSION OF THE WORK.
- 7. IF IT SHOULD BECOME NECESSARY TO STOP WORK FOR INDEFINITE PERIODS, THE CONTRACTOR SHALL TAKE EVERY PRECAUTION TO PREVENT DAMAGE OR DETERIORATION OF THE WORK ALREADY PERFORMED, PROVIDE SUITABLE AND FUNCTIONAL DRAINAGE BY OPENING DITCHES, FILTER DRAINS, TEMPORARY CUT-OFF LINES, ETC., AND ERECT TEMPORARY PROTECTIVE STRUCTURES WHERE NECESSARY. ALL EMBANKMENTS SHALL BE BACK-BLADED AND SUITABLY SEALED TO PROTECT AGAINST ADVERSE WEATHER CONDITIONS.
- 8. THE CONTRACTOR SHALL TAKE ALL NECESSARY PRECAUTIONS WHEN REMOVING ABANDONED AND DE-ENERGIZED MATERIALS. IF ASBESTOS PIPES ARE ENCOUNTERED, THE CONTRACTOR WILL TAKE ALL NECESSARY ABATEMENT STEPS AS REQUIRED BY GOVERNING REGULATIONS TO SAFELY REMOVE AND DISPOSE OF SAID FACILITIES. THE CONTRACTOR SHALL NOTIFY THE ENGINEER IMMEDIATELY UPON DISCOVERY OF SAID MATERIALS.
- 9. THE CONTRACTOR SHALL SECURE THE WORK AREA WITH FENCING OR OTHER MEANS AS APPROVED BY THE OWNER.

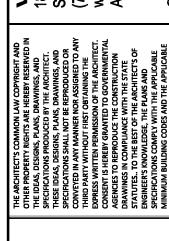
VI. TRAFFIC MAINTENANCE

- 1. THE CONTRACTOR SHALL FOLLOW FDOT MAINTENANCE OF TRAFFIC PROCEDURES DURING DEMOLITION AND CONSTRUCTION IN PUBLIC RIGHT-OF-WAYS AND PRIVATE DRIVEWAYS, PEDESTRIANS PATHS, AND ROADWAYS (INDEX 600 SERIES), AND PREPARE AND OBTAIN APPROVAL OF SUCH MAINTENANCE OF TRAFFIC PLAN FROM THE APPROPRIATE REGULATORY AGENCY.
- 2. THE CONTRACTOR SHALL PROVIDE ADEQUATE BRACING, SHORING, TEMPORARY CROSSOVER FOR PEDESTRIAN AND VEHICULAR TRAFFIC INCLUDING GUARDRAILS, LAMPS, WARNING SIGNS AND FLAGS AS REQUIRED BY AGENCIES HAVING JURISDICTION, AND SHALL NOT REMOVE THESE UNTIL THE NEED FOR PROTECTION CEASES.
- 3. THE CONTRACTOR MAY NOT CLOSE ANY SIDEWALKS WITHOUT PROVIDING ALTERNATE ROUTES IN ACCORDANCE WITH FDOT INDEX 660 AND OBTAINING APPROVAL FROM THE GOVERNING JURISDICTIONAL AGENCY.
- 4. THE CONTRACTOR SHALL CONDUCT REMOVAL OPERATIONS SO THAT TRAFFIC IS MAINTAINED ALONG EXISTING STREETS AND WALKS. ALL PUBLIC PAVED STREETS AND WALKWAYS MUST BE KEPT FREE OF DEBRIS. THE CONTRACTOR MUST REMOVE MATERIAL AND OTHER MATTER TRACKED OR FALLEN ONTO TRAFFIC SURFACES.

VII. CLEAN UP

- 1. REMOVE DEMOLISHED CONSTRUCTION MATERIALS AND RELATED DEBRIS FROM THE SITE ON A REGULAR BASIS. ACCUMULATION OF DEBRIS ON THE SITE WILL NOT BE PERMITTED. SELLING OF SALVAGEABLE MATERIALS IS NOT PERMITTED AT THE SITE.
- 2. REMOVE MATERIALS, INCLUDING DEBRIS AND DUST, AND DISPOSE OF LEGALLY OFF SITE. NO DEBRIS SHALL BE BURNED OR BURIED ON THE SITE AS A MEANS OF DISPOSAL. USE METHODS APPROVED BY THE REGULATORY AGENCIES PRIOR TO BEGINNING CLEANUP OPERATIONS. USE OF BLOWERS TO DISTRIBUTE DUST WILL NOT BE PERMITTED.
- 3. MATERIAL DESIGNATED FOR REMOVAL SHALL BECOME THE PROPERTY OF THE CONTRACTOR, AND ANY SALVAGE VALUE THERE FROM WILL ACCRUE TO THE CONTRACTOR.





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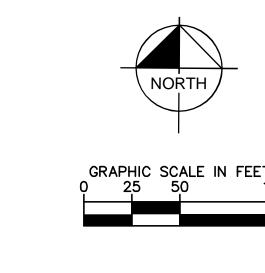
JUAN. E. JIMENEZ, P.E.
FLORIDA LICENSE NUMBER
56704

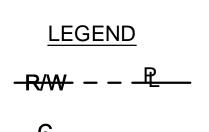
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IOT FOR CONSTRUCTION

SHEET NUMBER

C-200





EXIST. RIGHT OF WAY / PROPERTY LINE

CENTERLINE OF EXIST. RIGHT OF WAY

EXIST. SPOT ELEVATION

LIMITS OF ONSITE DEMOLITION AREA

PROP. LIMITS OF OFFSITE DEMOLITION

m = EXIST. CATCH BASIN \bigcirc = EXIST. MANHOLE

⊫⊃= EXIST. LIGHT POLE

__ _ _ = EXIST. 0.5' TYPE "D" CURB ----x--- = EXIST. CHAIN LINK FENCE

 \Box = EXIST. WATER METER \bowtie = EXIST. WATER VALVE = EXIST. UTILITY POLE \[
\begin{align*}

SAN. = EXIST. SANITARY ——□=EXIST.—2.00° TYFEXISF" 80NEASYGUTTE

♥ = EXIST. FIRE HYDRANT

---- storm -- = EXIST. STORM —— w —— w —— = EXIST. WM

__ = EXIST. SIGN

R=25.00' L=38.69' Δ=88°40'12"

749.98'

EXIST. LIGHT POLE AND CONTROL BOX TO BE REMOVED/RELOCATED —

S89°35'32"W

NW 82ND STREET

AREA SHALL BE CLEAR OF MISCELLANEOUS DEBRIS AND SHALL BE

ROUGH GRADED PRIOR TO CONSTRUCTION

NORTH LINE OF TRACT 34, (PB. 2, PG. 17)

L=373.20' R=3040.00' Δ=7°02'02"

S 89°35'32" W

EXISTING ORGANIC MATTER TO BE — REPLACED WITH SUITABLE GRANULAR — SOIL

R=25.00' L=55.47' Δ=127°07'13"

R=3040.00' L=308.31' Δ=5°48'39"

L=22.22 R=25.00 Δ=50°56'01"

S 89°35'32" W

AREA SHALL BE CLEAR OF

MISCELLANEOUS DEBRIS AND SHALL BE ROUGH GRADED PRIOR TO CONSTRUCTION

EXISTING ORGANIC MATTER TO BE

- REPLACED WITH SUITABLE GRANULAR -SOIL

SOUTH LINE OF TRACT 33, (PB. 2, PG. 17)

1. THE INTENT OF THE DEMOLITION PLAN IS TO DEPICT ALL EXISTING FEATURES THAT ENCUMBER THE PROPOSED CONSTRUCTION AREA AND ARE SCHEDULED FOR REMOVAL. SOME INCIDENTAL ITEMS MAY HAVE BEEN INADVERTENTLY OMITTED FROM THE PLAN. THE CONTRACTOR IS ENCOURAGED TO THOROUGHLY INSPECT THE SITE AS WELL AS REVIEW THE PLANS AND SPECIFICATIONS PRIOR TO SUBMITTING PRICING. CONTRACTOR WILL NOT RECEIVE ADDITIONAL

2. DEWATERING SHOULD BE ANTICIPATED AND INCLUDED.

SEE EROSION CONTROL PLAN FOR INLET PROTECTION AND EROSION PREVENTION MEASURES TO BE IN PLACE PRIOR TO DEMOLITION ACTIVITIES.

CONSTRUCTION.

CONSTRUCTION.

7. CONTACT UTILITY COMPANY PRIOR TO ANY DEMOLITION. WHERE THERE ARE EXISTING WATER METERS / AND OR OTHER UTILITY APPURTENANCES ENTERING THE PROPERTY, CONTRACTOR TO FIELD VERIFY THAT UTILITIES ARE STUBBED OUT AND DO NOT CONTINUE ONTO THE PROPERTY. IN THE EVENT THE LINES CONTINUE ONTO THE PROPERTY CONTACT ENGINEER PRIOR TO ANY DEMOLITION.

COMPENSATION FOR INCIDENTAL ITEMS NOT SHOWN ON THIS DEMOLITION PLAN.

4. CONTRACTOR TO CONFIRM EXISTING DEMO LIMITS AND SITE GRADING PRIOR TO

5. CONTRACTOR TO SAWCUT WHEN REMOVING EXIST. PAVEMENT THAT IS ADJACENT TO EXIST. PAVEMENT THAT IS TO REMAIN. CONTRACTOR IS RESPONSIBLE FOR REPAIRS TO EXISTING CONCRETE OR ASPHALT TO REMAIN IF DAMAGED DURING

6. FOR TREE REMOVAL AND/OR RELOCATION REFER TO LANDSCAPE PLANS.

UNLESS SPECIFIED ON THIS PLAN, ALL EXISTING UTILITIES ARE TO REMAIN. ANY
UTILITIES FOUND IN THE FIELD THAT ARE NOT ACCURATELY SHOWN,
CONTRACTOR TO NOTIFY ENGINEER IMMEDIATELY.

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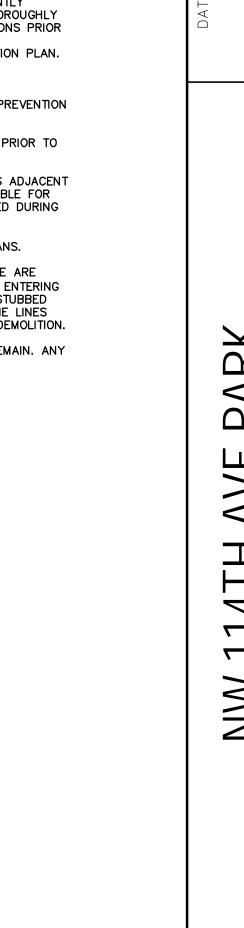
Kimley

KHA PROJECT NUMBER 043620000 NOT FOR CONSTRUCTION

50% PROGRESS SET 11-06-2014 95% PROGRESS SET 12-22-201

C-201

Always call 811 two full business days before you dig OVERALL DEMOLITION PLAN



THIS PLAN HAS BEEN PREPARED TO ENSURE COMPLIANCE WITH APPROPRIATE CONDITIONS OF THE CITY OF DORAL AND MIAMI-DADE COUNTY LAND DEVELOPMENT REGULATIONS, THE RULES OF THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (FDEP), CHAPTER 17-25, F.A.C., THE SOUTH FLORIDA WATER MANAGEMENT DISTRICT (SFWMD), CHAPTER 40D-4, F.A.C. AND THE UNITED STATES ENVIRONMENTAL PROTECTION AGENCY (EPA) DOCUMENT NO. EPA 832/R-92-005 (SEPTEMBER 1992). THE PLAN ADDRESSES THE FOLLOWING:

- A. PREVENT LOSS OF SOIL DURING CONSTRUCTION BY STORMWATER RUNOFF AND/OR WIND EROSION, INCLUDING PROTECTING TOPSOIL BY STOCKPILING FOR REUSE.
- B. SEDIMENTION PROTECTION OF STORM SEWER OR RECEIVING STREAM.
- C. PREVENT POLLUTING THE AIR WITH DUST AND PARTICULATE MATTER. THE VARIOUS TECHNIQUES OR ACTIONS IDENTIFIED UNDER EACH SECTION INDICATE THE APPROPRIATE SITUATION WHEN THE TECHNIQUES SHOULD BE EMPLOYED. ALSO IDENTIFIED IS A CROSS-REFERENCE TO A DIAGRAM OR FIGURE REPRESENTING THE TECHNIQUE. IT SHOULD BE NOTED THAT THE MEASURES IDENTIFIED ON THIS PLAN ARE ONLY SUGGESTED BMP(S). THE CONTRACTOR SHALL PROVIDE POLLUTION PREVENTION AND EROSION CONTROL MEASURES AS SPECIFIED IN ACCORDANCE WITH THE CURRENT FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION NATIONAL POLLUTION DISCHARGE ELIMINATION SYSTEM (NPDES) REQUIREMENTS. CONTRACTOR SHALL PREPARE REQUIRED NPDES DOCUMENTATION AND OBTAIN PERMIT PRIOR TO COMMENCEMENT OF CONSTRUCTION. IT IS THE SOLE RESPONSIBILITY OF THE CONTRACTOR TO PREPARE THE REQUIRED NPDES DOCUMENT AND OBTAIN THE NPDES PERMIT. ALL COST ASSOCIATED WITH SUCH WORK SHALL BE DEEMED INCIDENTAL TO THE PROJECT LUMP SUM COST.

GENERAL EROSION CONTROL NOTES:

- A. THE STORM WATER POLLUTION PREVENTION PLAN (SWPPP) IS COMPRISED OF THESE EROSION CONTROL DRAWINGS, THE STANDARD DETAILS, THE NPDES PERMIT (TO BE OBTAINED BY CONTRACTOR) AND ALL SUBSEQUENT REPORTS AND RELATED DOCUMENTS.
- B. ALL CONTRACTORS AND SUBCONTRACTORS INVOLVED WITH STORM WATER POLLUTION PREVENTION SHALL OBTAIN A COPY OF THIS DRAWING AND THE STATE OF FLORIDA NATIONAL POLLUTANT DISCHARGE ELIMINATION A. WASTE MATERIALS — ALL WASTE MATERIALS SHALL BE COLLECTED AND STORED IN A METAL DUMPSTER WITH SYSTEM GENERAL PERMIT (NPDES PERMIT) AND BECOME FAMILIAR WITH THEIR CONTENTS.
- C. CONTRACTOR SHALL IMPLEMENT BEST MANAGEMENT PRACTICES (BMP) IN ALL CONSTRUCTION ACTIVITIES INCLUDING BUT NOT LIMITED TO THE FOLLOWING:
- 1. FUEL SPILLS AND LEAKS PREVENTION
- . PREVENT/REDUCE VEHICLE AND EQUIPTMENT WASHING AND STEAM CLEANING 3. VEHICLE AND EQUIPTMENT MAINTENANCE AND REPAIR
- 4. PROPER OUTDOOR LOADING/UNLOADING OF MATERIALS
- 5. PREVENT/REDUCE OUTDOOR STORAGE OF RAW MATERIALS, PRODUCTS, AND BY-PRODUCTS
- 5. SOLID WASTE MANAGEMENT '. HAZARDOUS WASTE MANAGEMENT
- 8. CONCRETE WASTE MANAGEMENT
- 9. SANDBLASTING WASTE MANAGEMENT 10. STRUCTURE CONSTRUCTION AND PAINTING
- 11. SPILL PREVENTION AND CONTROL
- 12. CONTAMINATED SOIL MANAGEMENT 13. SANITARY/SEPTIC WASTE MANAGEMENT
- 14. SOIL EROSION CONTROL 15. STORM WATER TURBIDITY MANAGEMENT

ADDITIONAL BEST MANAGEMENT PRACTICES SHALL BE IMPLEMENTED AS DICTATED BY CONDITIONS AT NO ADDITIONAL COST TO THE OWNER THROUGHOUT ALL PHASES OF CONSTRUCTION.

- BEST MANAGEMENT PRACTICES (BMPS) AND CONTROLS SHALL CONFORM TO FEDERAL, STATE, OR LOCAL REQUIREMENTS OR MANUAL OF PRACTICE, AS APPLICABLE. CONTRACTOR SHALL IMPLEMENT ADDITIONAL CONTROLS AS DIRECTED BY PERMITTING AGENCY OR OWNER.
- E. SITE MAP MUST CLEARLY DELINEATE ALL STATE WATERS. CONTRACTOR MUST MAINTAIN ALL PERMITS FOR ANY B. GENERAL CONTRACTOR SHALL DENOTE ON PLAN THE TEMPORARY PARKING AND STORAGE AREA WHICH SHALL CONSTRUCTION ACTIVITY IMPACTING STATE WATERS OR REGULATED WETLANDS ON SITE AT ALL TIMES.
- F. CONTRACTOR SHALL MINIMIZE CLEARING TO THE MAXIMUM EXTENT PRACTICAL OR AS REQUIRED BY THE GENERAL PERMIT.
- G. CONTRACTOR SHALL BEGIN CLEARING AND GRUBBING THOSE PORTIONS OF THE SITE NECESSARY TO IMPLEMENT PERIMETER CONTROL MEASURES. CLEARING AND GRUBBING FOR THE REMAINING PORTIONS OF THE PROPOSED SITE SHALL COMMENCE ONCE PERIMETER CONTROLS ARE IN PLACE. PERIMETER CONTROLS SHALL BE ACTIVELY MAINTAINED UNTIL SAID AREAS HAVE BEEN STABILIZED AND SHALL BE REMOVED ONCE FINAL STABILIZATION IS COMPLETE.
- H. GENERAL EROSION CONTROL BMPS SHALL BE EMPLOYED TO MINIMIZE SOIL EROSION AND POTENTIAL LAKE SLOPE CAVE—INS. WHILE THE VARIOUS TECHNIQUES REQUIRED WILL BE SITE AND PLAN SPECIFIC, THEY
- I. ON-SITE & OFF-SITE SOIL STOCKPILE AND BORROW AREAS SHALL BE PROTECTED FROM EROSION AND SEDIMENTATION THROUGH IMPLEMENTATION OF BEST MANAGEMENT PRACTICES. STOCKPILE AND BORROW AREA LOCATIONS SHALL BE NOTED ON THE SITE MAP AND PERMITTED IN ACCORDANCE WITH GENERAL PERMIT
- J. SURFACE WATER QUALITY SHALL BE MAINTAINED BY EMPLOYING THE FOLLOWING BMP'S IN THE CONSTRUCTION PLANNING AND CONSTRUCTION OF ALL IMPROVEMENTS.
- A. CONTRACTORS OR SUBCONTRACTORS WILL BE RESPONSIBLE FOR REMOVING SEDIMENT FROM DETENTION PONDS AND ANY SEDIMENT THAT MAY HAVE COLLECTED IN THE STORM SEWER DRAINAGE SYSTEMS IN CONJUNCTION WITH THE STABILIZATION OF THE SITE.
- B. SLOPES SHALL BE LEFT IN A ROUGHENED CONDITION DURING THE GRADING PHASE TO REDUCE RUNOFF VELOCITIES AND EROSION.
- C. DUE TO THE GRADE CHANGES DURING THE DEVELOPMENT OF THE PROJECT, THE CONTRACTOR SHALL BE RESPONSIBLE FOR ADJUSTING THE EROSION CONTROL MEASURES (COMPOST SOCK DEVICES, ETC.) TO PREVENT
- D. WHERE PRACTICAL. STORMWATER SHALL BE CONVEYED BY SWALES.

STORM WATER EROSION CONTROL PRACTICES:

SHOULD BE EMPLOYED AS SOON AS POSSIBLE DURING CONSTRUCTION.

- E. EROSION CONTROL MEASURES SHALL BE EMPLOYED TO MINIMIZE TURBIDITY OF SURFACE WATERS LOCATED DOWNSTREAM OF ANY CONSTRUCTION ACTIVITY. WHILE THE VARIOUS MEASURES REQUIRED WILL BE SITE SPECIFIC, THEY SHALL BE EMPLOYED AS NEEDED IN ACCORDANCE WITH THE FOLLOWING:
- 1. IN GENERAL, EROSION SHALL BE CONTROLLED AT THE FURTHEST PRACTICAL UPSTREAM LOCATION.
- 2. STORMWATER INLETS SHALL BE PROTECTED DURING CONSTRUCTION. PROTECTION MEASURES SHALL BE EMPLOYED AS SOON AS PRACTICAL DURING THE VARIOUS STAGES OF INLET CONSTRUCTION. SILT BARRIERS SHALL REMAIN IN PLACE UNTIL SODDING AROUND INLETS IS COMPLETE.
- 3. WHEN NEEDED A TEMPORARY SEDIMENT TRAP SHOULD BE CONSTRUCTED TO DETAIN SEDIMENT-LADEN RUNOFF FROM DISTURBED AREAS.
- F. SILT BARRIERS, ANY SILT WHICH ACCUMULATES BEHIND THE BARRIERS, AND ANY FILL USED TO ANCHOR THE BARRIERS SHALL BE REMOVED PROMPTLY AFTER THE END OF THE MAINTENANCE PERIOD SPECIFIED FOR THE
- G. SLOPES OF BANKS OF RETENTION/DETENTION PONDS SHALL BE CONSTRUCTED NOT STEEPER THAN 3H:1V FROM TOP OF BANK TO TWO FEET BELOW NORMAL WATER LEVEL, AS APPLICABLE.
- H. SOD SHALL BE PLACED FOR A 2-FOOT WIDE STRIP ADJOINING ALL CURBING AND AROUND ALL INLETS. SOD SHALL BE PLACED BEFORE SILT BARRIERS ARE REMOVED.
- I. WHERE REQUIRED TO PREVENT EROSION FROM SHEET FLOW ACROSS BARE GROUND FROM ENTERING A LAKE OR SWALE, A TEMPORARY SEDIMENT SUMP SHALL BE CONSTRUCTED.
- J. FILTER FABRIC SHOULD BE USED FOR STORM DRAIN INLET PROTECTION BEFORE FINAL STABILIZATION.

WIND EROSION CONTROL PRACTICES:

- A. WIND EROSION SHALL BE CONTROLLED BY EMPLOYING THE FOLLOWING METHODS AS NECESSARY AND APPROPRIATE:
 - 1. BARE EARTH AREAS SHALL BE WATERED DURING CONSTRUCTION AS NECESSARY TO MINIMIZE THE TRANSPORT OF FUGITIVE DUST. IT MAY BE NECESSARY TO LIMIT CONSTRUCTION VEHICLE SPEED IF BARE EARTH HAS NOT BEEN EFFECTIVELY WATERED. IN NO CASE SHALL FUGITIVE DUST BE ALLOWED TO LEAVE THE SITE UNDER CONSTRUCTION.
 - 2. DISTURBED PORTIONS OF THE SITE WHERE CONSTRUCTION ACTIVITY HAS PERMANENTLY STOPPED SHALL BE PERMANENTLY SEEDED (SEE PERMANENT STABALIZATION PRACTICES FOR DETAILS). THESE AREAS SHALL BE SEEDED NO LATER THAN 14 DAYS AFTER THE LAST CONSTRUCTION ACTIVITY OCCURRING IN THESE AREAS. REFER TO THE GRADING PLAN AND/OR LANDSCAPE PLAN. CLEARED SITE DEVELOPMENT AREAS NOT CONTINUALLY SCHEDULED FOR CONSTRUCTION ACTIVITIES SHALL BE COVERED WITH HAY OR OVERSEEDED AND PERIODICALLY WATERED SUFFICIENTLY TO STABILIZE THE TEMPORARY GROUNDCOVER (SEE TEMPORARY STABALIZATION PRACTICES FOR DETAILS).
 - 3. AT ANY TIME BOTH DURING AND AFTER SITE CONSTRUCTION THAT WATERING AND OR VEGETATION ARE NOT EFFECTIVE IN CONTROLLING WIND EROSION AND/OR TRANSPORT OF FUGITIVE DUST, OTHER METHODS AS ARE NECESSARY FOR SUCH CONTROL SHALL BE EMPLOYED. THESE METHODS SHOULD INCLUDE ERECTION OF DUST CONTROL FENCES. A 6-FT GEOTEXTILE FILTER FABRIC SHOULD BE HANGING AGAINST THE EXISTING CHAIN LINK FENCE AND GATE. THIS IS TO BE MAINTAINED
- B. ALL DUST ON THE SITE SHALL BE CONTROLLED. THE USE OF MOTOR OILS AND OTHER PETROLEUM BASED OR TOXIC LIQUIDS FOR DUST SUPPRESSION OPERATIONS IS PROHIBITED.

WASTE DISPOSAL:

CONTINUOUSLY.

- A SECURE LID IN ACCORDANCE WITH ALL LOCAL AND STATE LAWS. ALL TRASH AND CONSTRUCTION DEBRIS FROM THE SITE SHALL BE DEPOSITED IN THE DUMPSTER. THE SUPERINTENDENT SHALL COORDINATE WITH THE LOCAL UTILITIES TO HAVE THE DUMPSTER EMPTIED AT LEAST TWICE A WEEK AND THE WASTE TAKEN TO AN APPROPRIATE LANDFILL. NO CONSTRUCTION WASTE MATERIALS SHALL BE BURIED ON SITE. THE SUPERINTENDENT SHALL ORGANIZE TRAINING FOR THE EMPLOYEES IN THE PROPER PRACTICES WHEN DEALING WITH WASTE MATERIALS. THE SUPERINTENDENT SHALL BE RESPONSIBLE FOR POSTING AND ENFORCING WASTE MATERIAL PROCEDURES.
- B. HAZARDOUS WASTE HAZARDOUS WASTE MATERIALS SHALL BE DISPOSED OF IN ACCORDANCE WITH ALL LOCAL AND STATE LAWS OR AS DIRECTED BY THE MANUFACTURER. THE SUPERINTENDENT SHALL ORGANIZE THE PROPER TRAINING FOR EMPLOYEES IN THE PROPER PRACTICES WHEN DEALING WITH HAZARDOUS WASTE MATERIALS. THESE PROCEDURES SHALL BE POSTED ON THE SITE. THE PERSON WHO MANAGES THE SITE SHALL BE RESPONSIBLE FOR ENFORCING THE PROCEDURES.
- C. SANITARY WASTE SANITARY WASTE SHALL BE COLLECTED AND DISPOSED OF IN ACCORDANCE WITH ALL LOCAL AND STATE LAWS. THE SUPERINTENDENT SHALL COORDINATE WITH THE LOCAL UTILITY FOR COLLECTION OF THE SANITARY WASTE AT LEAST THREE TIMES A WEEK TO PREVENT SPILLAGE ONTO THE SITE.
- D. RUBBISH, TRASH, GARBAGE, LITTER, OR OTHER SUCH MATERIALS SHALL BE DEPOSITED INTO SEALED CONTAINERS. MATERIALS SHALL BE PREVENTED FROM LEAVING THE PREMISES THROUGH THE ACTION OF WIND
- OR STORM WATER DISCHARGE INTO DRAINAGE DITCHES OR WATERS OF THE STATE. OFFSITE TRACKING:
- A. STABILIZED CONSTRUCTION ENTRANCE(S) SHALL BE PROVIDED TO REDUCE SEDIMENT TRACKING OFFSITE. THE MAJOR ROAD CONNECTED TO THE PROJECT SHALL BE CLEANED ONCE A DAY TO REMOVE ANY EXCESS MUD, DIRT OR ROCK RESULTING FROM CONSTRUCTION TRAFFIC. ALL TRUCKS HAULING MATERIALS OFFSITE SHALL BE COVERED WITH A TARPAULIN.
- ALSO BE USED AS THE EQUIPMENT MAINTENANCE AND CLEANING AREA, EMPLOYEE PARKING AREA, AND AREA FOR LOCATION PORTABLE FACILITIES, OFFICE TRAILERS, AND TOILET FACILITIES. HEAVY CONSTRUCTION EQUIPMENT PARKING AND MAINTENANCE AREAS SHALL BE DESIGNED TO PREVENT OIL. GREASE, AND LUBRICANTS FROM ENTERING SITE DRAINAGE FEATURES INCLUDING STORMWATER COLLECTION AND TREATMENT SYSTEMS AS WELL AS GROUND SOILS. CONTRACTORS SHALL PROVIDE BROAD DIKES, HAY BALES OR SILT SCREENS AROUND, AND SEDIMENT SUMPS WITHIN, SUCH AREAS AS REQUIRED TO CONTAIN SPILLS OF OIL, GREASE OR LUBRICANTS. CONTRACTORS SHALL HAVE AVAILABLE, AND SHALL USE, ABSORBENT FILTER PADS TO CLEAN UP SPILLS AS SOON AS POSSIBLE AFTER OCCURRENCE.
- C. ALL WASH WATER FROM CONCRETE TRUCKS, VEHICLE CLEANING, EQUIPMENT CLEANING, ETC. SHALL BE DETAINED ON SITE AND SHALL BE PROPERLY TREATED OR DISPOSED.
- D. IF THE ACTION OF VEHICLES TRAVELING OVER THE GRAVEL CONSTRUCTION ENTRANCES IS NOT SUFFICIENT TO REMOVE THE MAJORITY OF DIRT OR MUD, THEN THE TIRES MUST BE WASHED BEFORE THE VEHICLES ENTER A PUBLIC ROAD. IF WASHING IS USED, PROVISIONS MUST BE MADE TO INTERCEPT THE WASH WATER AND TRAP THE SEDIMENT BEFORE IT IS CARRIED OFF THE SITE.
- E. ALL MATERIALS SPILLED, DROPPED, WASHED, OR TRACKED FROM VEHICLES ONTO ROADWAYS OR INTO STORM DRAINS MUST BE REMOVED IMMEDIATELY.

MAINTENANCE:

ALL MEASURES STATED ON THIS EROSION AND SEDIMENT CONTROL PLAN. AND IN THE STORM WATER POLLUTION PREVENTION PLAN, SHALL BE MAINTAINED IN FULLY FUNCTIONAL CONDITION UNTIL NO LONGER REQUIRED FOR A COMPLETED PHASE OF WORK OR FINAL STABILIZATION OF THE SITE. ALL EROSION AND SEDIMENTATION CONTROL MEASURES SHALL BE CHECKED BY A QUALIFIED PERSON AT LEAST TWICE EVERY SEVEN CALENDAR DAYS AND WITHIN 24 HOURS OF THE END OF A 0.5" RAINFALL EVENT, AND CLEANED AND REPAIRED IN ACCORDANCE WITH

- A. INLET PROTECTION DEVICES AND BARRIERS SHALL BE REPAIRED OR REPLACED IF THEY SHOW SIGNS OF UNDERMINING, OR DETERIORATION.
- B. ALL SEEDED AREAS SHALL BE CHECKED REGULARLY TO SEE THAT A GOOD STAND IS MAINTAINED. AREAS SHOULD BE FERTILIZED, WATERED, AND RESEEDED AS NEEDED.
- C. THE COMPOST SOCK FILTRATION DEVICE SHALL BE INSPECTED PERIODICALLY FOR HEIGHT OF SEDIMENT AND CONDITION OF DEVICE. COMPOST SOCK SHALL BE REPAIRED TO ITS ORIGINAL CONDITIONS IF DAMAGED. SEDIMENT SHALL BE REMOVED FROM THE COMPOST SOCK WHEN IT REACHES ONE-THIRD THE HEIGHT OF THE
- D. THE CONSTRUCTION ENTRANCES SHALL BE MAINTAINED IN A CONDITION WHICH WILL PREVENT TRACKING OR FLOW OF MUD ONTO PUBLIC RIGHTS-OF-WAY. THIS MAY REQUIRE PERIODIC TOP DRESSING OF THE CONSTRUCTION ENTRANCES AS CONDITIONS DEMAND.
- E. THE TEMPORARY PARKING AND STORAGE AREA SHALL BE KEPT IN GOOD CONDITION (SUITABLE FOR PARKING AND STORAGE). THIS MAY REQUIRE PERIODIC TOP DRESSING OF THE TEMPORARY PARKING AS CONDITIONS
- F. OUTLET STRUCTURES IN THE SEDIMENTATION BASINS SHALL BE MAINTAINED IN OPERATIONAL CONDITIONS AT ALL TIMES. THE SEDIMENT BASINS/DITCHES SHALL BE CHECKED MONTHLY FOR DEPTH OF SEDIMENT. SEDIMENT SHALL BE REMOVED FROM SEDIMENT BASINS OR TRAPS WHEN THE DESIGN CAPACITY HAS BEEN REDUCED BY 10% AND AFTER CONSTRUCTION IS COMPLETE.
- G. ALL MAINTENANCE OPERATIONS SHALL BE DONE IN A TIMELY MANNER BUT IN NO CASE LATER THAN SEVEN CALENDAR DAYS FOLLOWING THE INSPECTION.
- H. DIVERSION DIKES SHALL BE INSPECTED MONTHLY. ANY BREACHES SHALL BE PROMPTLY REPAIRED.
- I. A MAINTENANCE REPORT SHALL BE COMPLETED DAILY AFTER EACH INSPECTION OF THE SEDIMENT AND EROSION CONTROL METHODS. THE REPORTS SHALL BE FILED IN AN ORGANIZED MANNER AND RETAINED ON-SITE DURING CONSTRUCTION. AFTER CONSTRUCTION IS COMPLETED, THE REPORTS SHALL BE SAVED FOR AT LEAST THREE YEARS. THE REPORTS SHALL BE AVAILABLE FOR ANY AGENCY THAT HAS JURISDICTION OVER EROSION CONTROL.
- J. ALL REPAIRS MUST BE MADE WITHIN 24 HOURS OF REPORT.
- K. THE SUPERINTENDENT SHALL ORGANIZE THE TRAINING FOR INSPECTION PROCEDURES AND PROPER EROSION CONTROL METHODS FOR EMPLOYEES THAT COMPLETE INSPECTIONS AND REPORTS.

SPILL PREVENTION AND CONTROL:

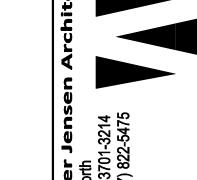
THE FOLLOWING ARE THE MATERIAL MANAGEMENT PRACTICES THAT WILL BE USED TO REDUCE THE RISK OF SPILLS OR OTHER ACCIDENTAL EXPOSURE OF MATERIALS AND SUBSTANCES TO STORM WATER RUNOFF.

- 1. SUPERINTENDENT SHALL INSPECT PROJECT AREA DAILY FOR PROPER STORAGE, USE, AND DISPOSAL OF CONSTRUCTION MATERIALS.
- 2. STORE ONLY ENOUGH MATERIAL ON SITE FOR PROJECT COMPLETION.
- 3. ALL SUBSTANCES SHOULD BE USED BEFORE DISPOSAL OF CONTAINER.
- 4. ALL CONSTRUCTION MATERIALS STORED SHALL BE ORGANIZED AND IN THE PROPER CONTAINER AND IF POSSIBLE, STORED UNDER A ROOF OR PROTECTIVE COVER.
- 5. PRODUCTS SHALL NOT BE MIXED UNLESS DIRECTED BY THE MANUFACTURER.
- 6. ALL PRODUCTS SHALL BE USED AND DISPOSED OF IN ACCORDANCE WITH THE MANUFACTURER'S RECOMMENDATIONS.
- B. HAZARDOUS PRODUCTS
- 1. MATERIALS SHOULD BE KEPT IN ORIGINAL CONTAINER WITH LABELS UNLESS THE ORIGINAL CONTAINERS CANNOT BE RESEALED. IF ORIGINAL CONTAINERS CANNOT BE USED, LABELS AND PRODUCT INFORMATION
- 2. PROPER DISPOSAL PRACTICES SHALL ALWAYS BE FOLLOWED IN ACCORDANCE WITH MANUFACTURER AND LOCAL/STATE REGULATIONS.
- C. PRODUCT SPECIFIC PRACTICES
- 1. PETROLEUM PRODUCTS MUST BE STORED IN PROPER CONTAINERS AND CLEARLY LABELED. VEHICLES CONTAINING PETROLEUM PRODUCTS SHALL BE PERIODICALLY INSPECTED FOR LEAKS. PRECAUTIONS SHALL BE TAKEN TO AVOID LEAKAGE OF PETROLEUM PRODUCTS ON SITE.
- 2. THE MINIMUM AMOUNT OF FERTILIZER SHALL BE USED AND MIXED INTO THE SOIL IN ORDER TO LIMIT EXPOSURE TO STORM WATER. FERTILIZERS SHALL BE STORED IN A COVERED SHED. THE CONTENTS OF ANY PARTIALLY USED BAGS OF FERTILIZER SHALL BE TRANSFERRED TO A SEALABLE PLASTIC BIN TO
- 3. PAINT CONTAINERS SHALL BE SEALED AND STORED WHEN NOT IN USE. EXCESS PAINT MUST BE DISPOSED OF IN AN APPROVED MANNER.
- 4. CONCRETE TRUCKS SHALL NOT BE ALLOWED TO WASH OUT OR DISCHARGE SURPLUS CONCRETE OR DRUM WASH WATER ON THE SITE.

SPILL CLEAN UP:

IN ADDITION TO THE PROPER UP-KEEP AND MATERIAL MANAGEMENT PRACTICES DISCUSSED ABOVE, THE FOLLOWING PRACTICES SHALL BE FOLLOWED FOR SPILL PREVENTION AND CLEANUP:

- A. SPILL CLEANUP INFORMATION SHALL BE POSTED ON SITE TO INFORM EMPLOYEES ABOUT CLEANUP PROCEDURES AND RESOURCES.
- B. THE FOLLOWING CLEAN-UP EQUIPMENT MUST BE KEPT ON-SITE NEAR THE MATERIAL STORAGE AREA: GLOVES, MOPS, RAGS, BROOMS, DUST PANS, SAND, SAWDUST, LIQUID ABSORBER, GOGGLES, AND TRASH CONTAINERS.
- C. SUFFICIENT OIL AND GREASE ABSORBING MATERIALS AND FLOTATION BOOMS SHALL BE MAINTAINED ONSITE AND READILY AVAILABLE TO CONTAIN AND CLEAN-UP FUEL OR CHEMICAL SPILLS AND LEAKS.
- D. ALL SPILLS SHALL BE CLEANED UP AS SOON AS POSSIBLE.
- E. WHEN CLEANING A SPILL, THE AREA SHOULD BE WELL VENTILATED AND THE EMPLOYEE SHALL WEAR PROPER PROTECTIVE COVERING TO PREVENT INJURY.
- F. TOXIC SPILLS MUST BE REPORTED TO THE PROPER AUTHORITY REGARDLESS OF THE SIZE OF THE SPILL.
- G. AFTER A SPILL, THE PREVENTION PLAN SHALL BE REVIEWED AND CHANGED TO PREVENT FURTHER SIMILAR SPILLS FROM OCCURRING. THE CAUSE OF THE SPILL, MEASURES TO PREVENT IT, AND HOW TO CLEAN THE SPILL UP SHALL BE RECORDED.
- H. THE SUPERINTENDENT SHALL BE THE SPILL PREVENTION AND CLEANUP COORDINATOR AND IS RESPONSIBLE FOR THE DAY TO DAY SITE OPERATIONS. THE SUPERINTENDENT ALSO OVERSEES THE SPILL PREVENTION PLAN AND SHALL BE RESPONSIBLE FOR EDUCATING THE EMPLOYEES ABOUT SPILL PREVENTION AND CLEANUP PROCEDURES.





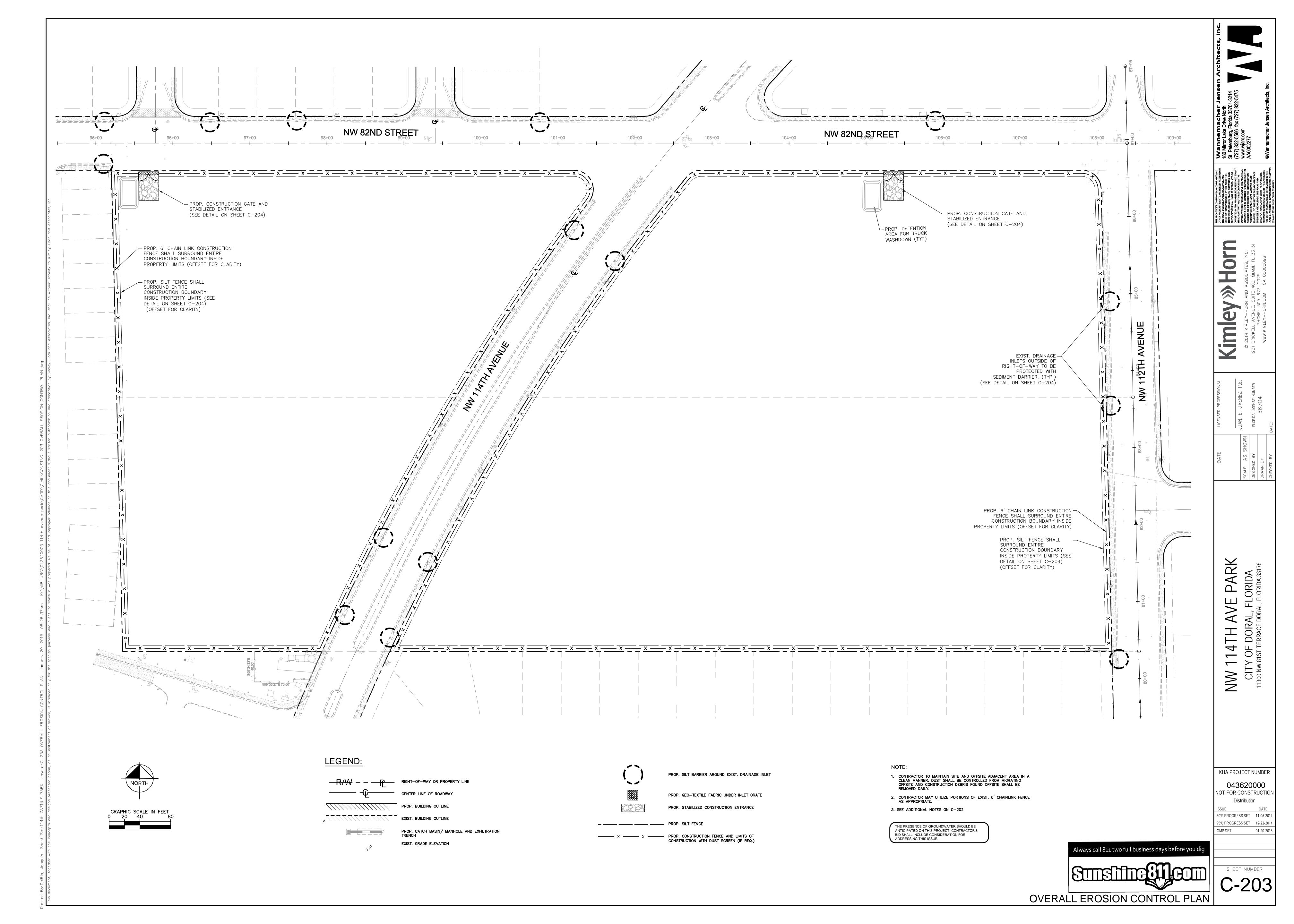
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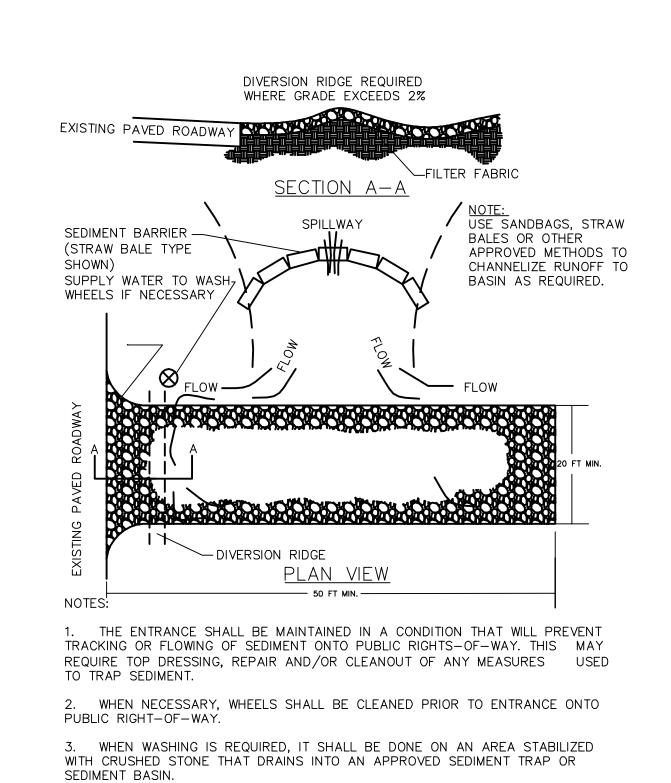
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EROSION CONTROL NOTES



SILT FENCE INSTALLATION DETAIL

AND BURY FLAP



2 STABILIZED CONST. ENTRANCE
N.T.S.

BACK OF SIDEWALK BURLAP SACKS ----——BACK OF CURB —— TO OVERLAP _CATCH BASIN ONTO CURB -CURB INLET RUNOFF RUNOFF ____ GRAVEL FILLED SANDBAGS ARE TIGHTLY STACKED <u>PLAN VIEW</u> 1. PLACE CURB TYPE SEDIMENT BARRIERS ON GENTLY SLOPING STREET

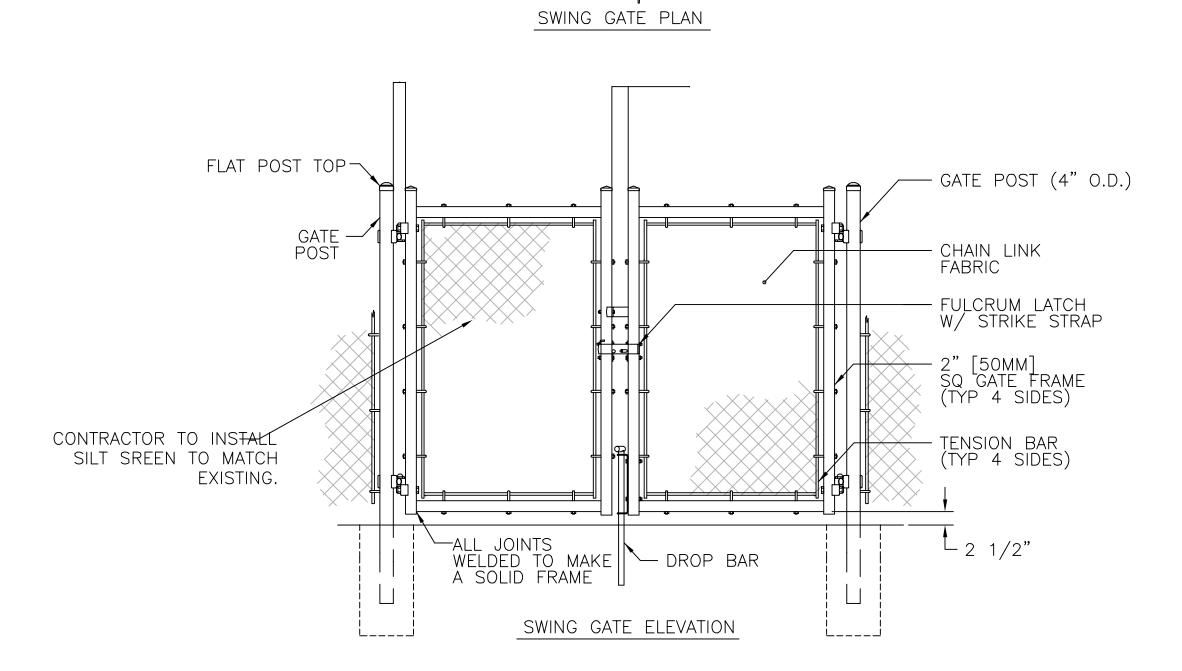
SEGMENTS, WHERE WATER CAN POND AND ALLOW SEDIMENT TO SEPARATE FROM

- SANDBAGS OF EITHER BURLAP OR WOVEN 'GEOTEXTILE' FABRIC, ARE FILLED WITH GRAVEL LAYERED AND PACKED TIGHTLY.
- 3. LEAVE A ONE SANDBAG GAP IN THE TOP ROW TO PROVIDE A SPILLWAY FOR OVERFLOW.
- 4. INSPECT BARRIERS AND REMOVE SEDIMENT AFTER EACH STORM EVENT. SEDIMENT AND GRAVEL MUST BE REMOVED FROM THE TRAVELED WAY IMMEDIATELY.

BACK OF SIDEWALK GRAVEL FILLED ----SANDBAGS ARE TIGHTLY STACKED BACK OF CURB — ECOO DE LA 1. PLACE CURB TYPE SEDIMENT BARRIERS ON GENTLY SLOPING STREET SEGMENTS, WHERE WATER CAN POND AND ALLOW SEDIMENT TO SEPARATE

2. SANDBAGS, OF EITHER BURLAP OR WOVEN GEOTEXTILE FABRIC, ARE FILLED WITH GRAVEL, LAYERED AND PACKED TIGHTLY. 3. LEAVE ONE SANDBAG GAP IN THE TOP ROW TO PROVIDE A SPILLWAY FOR 4. INSPECT BARRIERS AND REMOVE SEDIMENT AFTER EACH STORM EVENT. SEDIMENT AND GRAVEL MUST BE REMOVED FROM THE TRAVELED WAY IMMEDIATELY.

SEDIMENT BARRIERS



GATE NOTES:

- GATE MATERIAL SHALL MATCH EXISTING GATES/FENCE. BRACING SHALL BE PROVIDED.
- 3. GATES ARE MANUALLY OPERATED.

TEMPORARY 24' WIDE SWING GATES (FIRE DEPARTMENT ACCESSIBLE)

N.T.S.

EXIST. FRAME GRATE -EXIST. SURFACE PROP. GEO-TEXTILE FABRIC

1. CONTRACTOR SHALL PERFORM DAILY INSPECTIONS OF GEO—TEXTILE FABRIC BARRIER AND AS NECESSARY REPLACE OR REPAIR AS REQUIRED. SPECIFICALLY AFTER STORM EVENTS AND LARGE RAINFALL EVENTS. 2. SEDIMENTATION AND DEBRIS THAT ARE REMOVED FROM BARRIERS SHALL BE LEGALLY DISPOSED OF AT AN AUTHORIZED OFF—SITE DISPOSAL FACILITY.

4 DROP INLET SEDIMENT BARRIER
N.T.S.

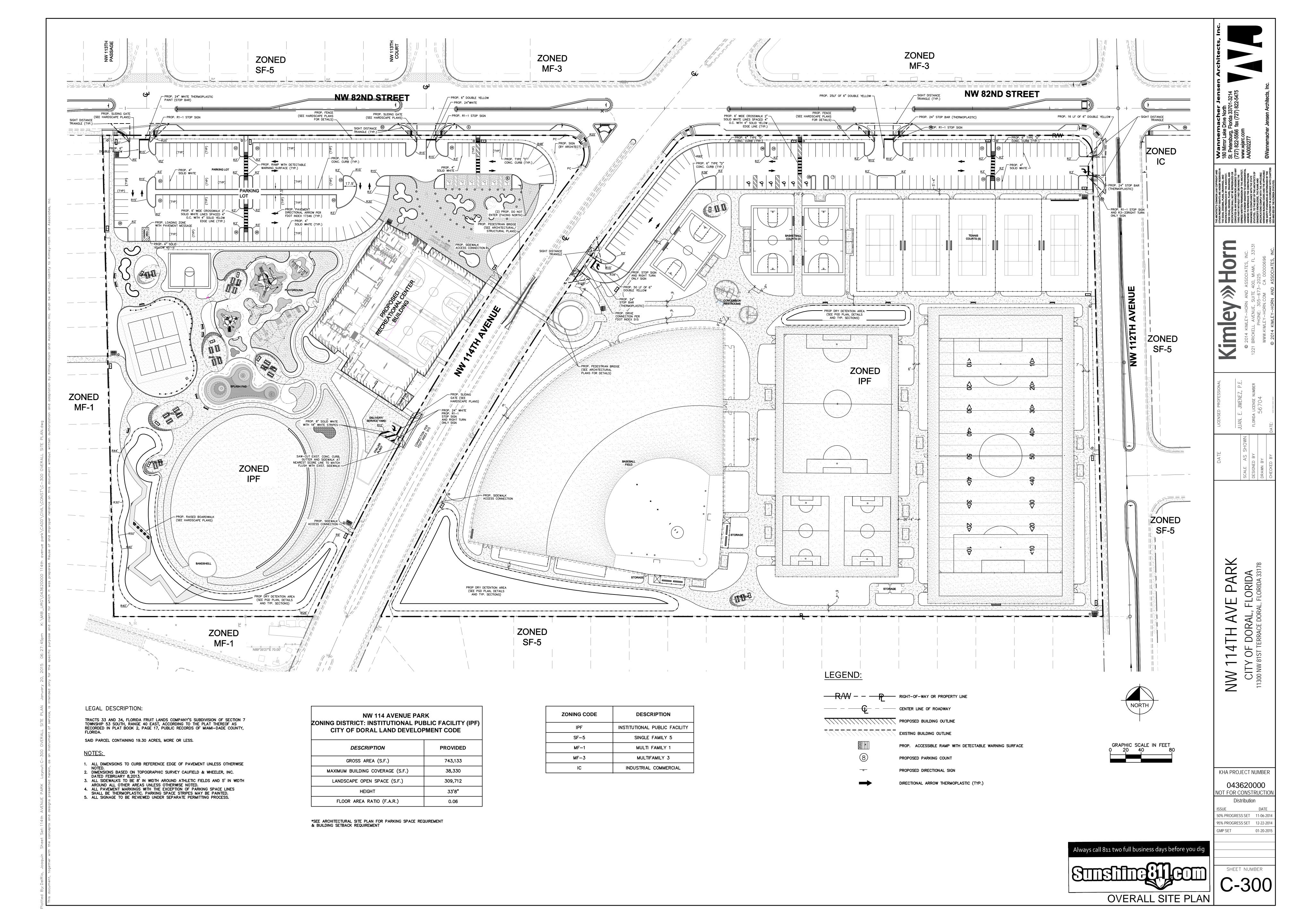
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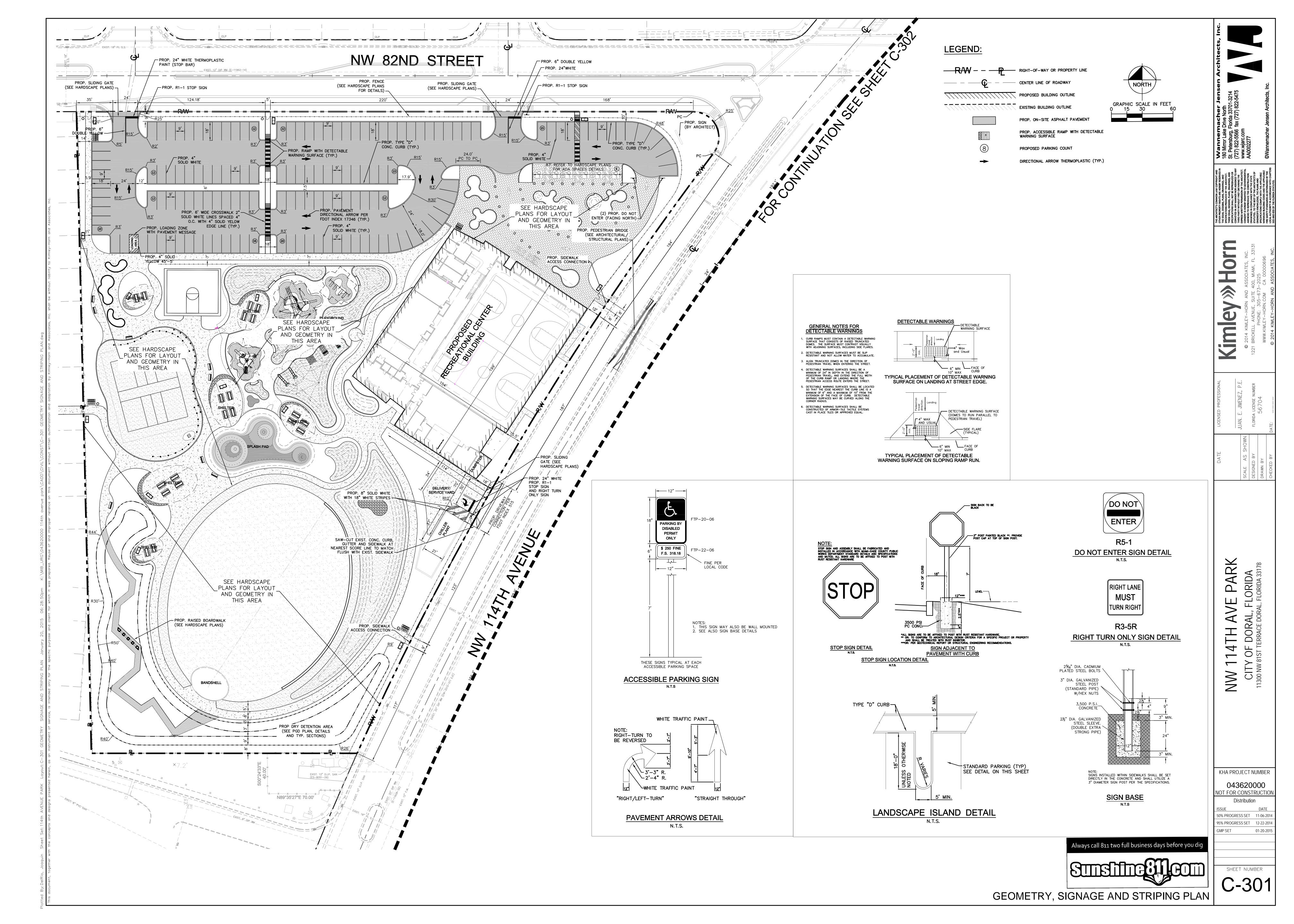
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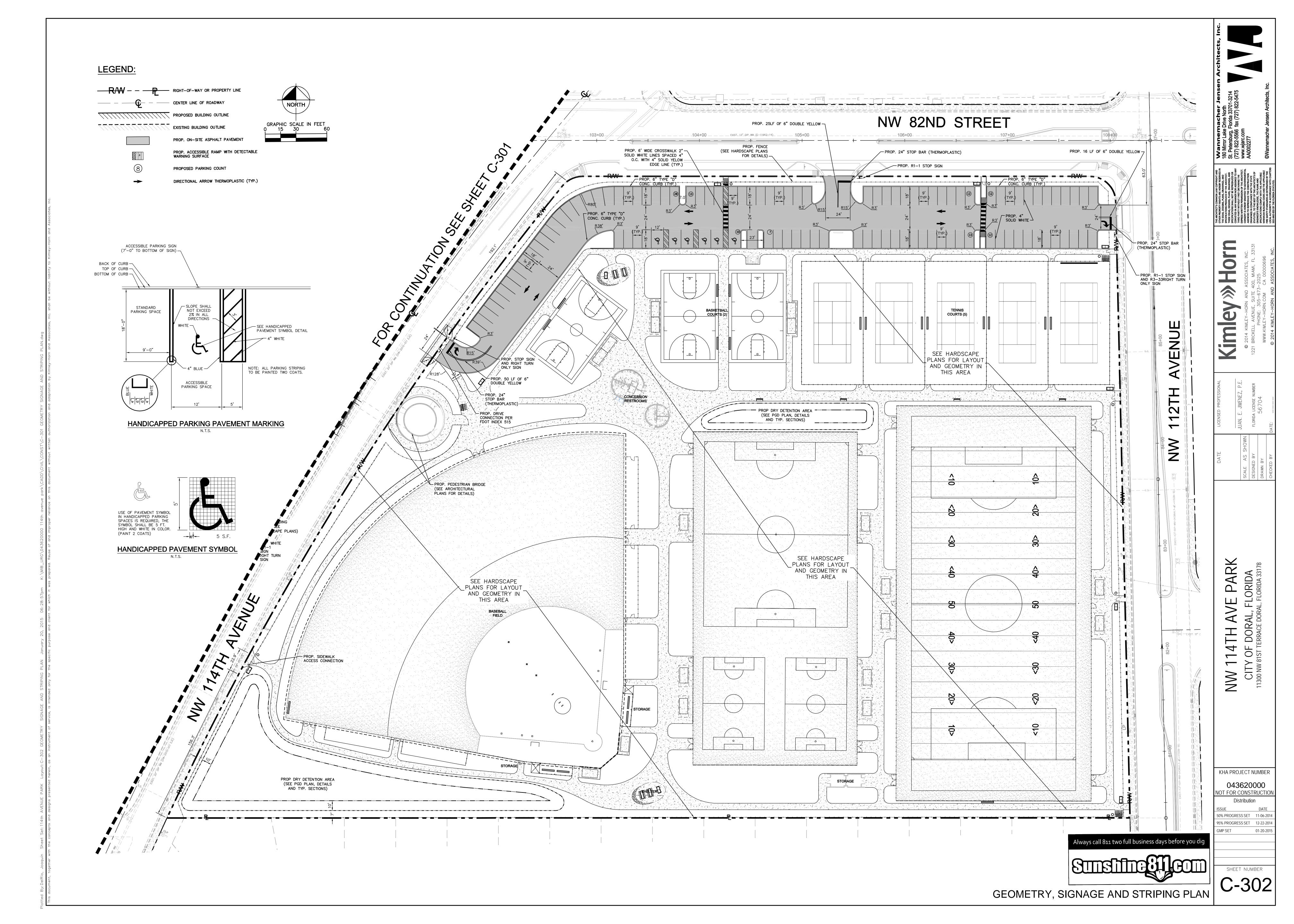
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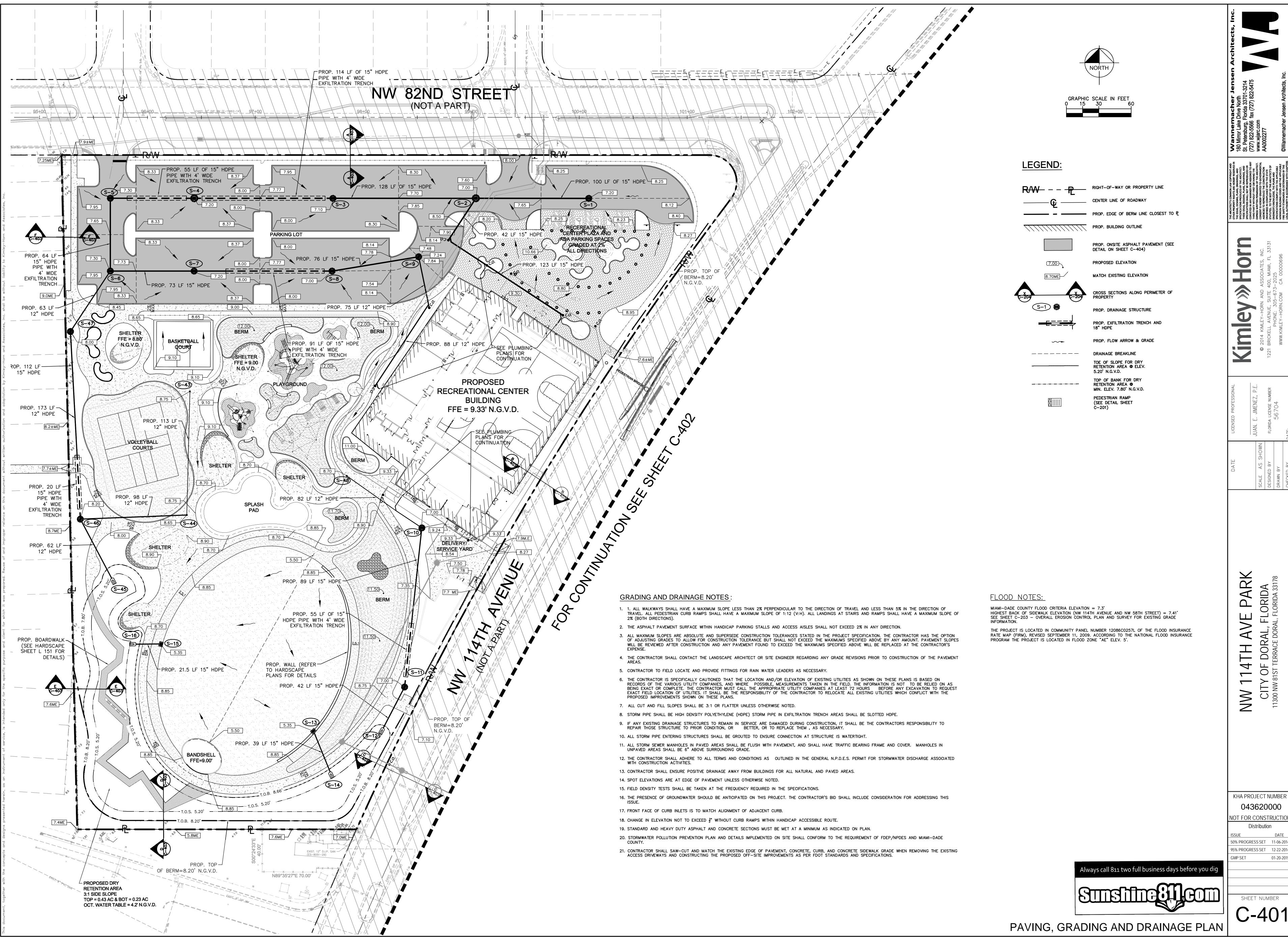
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SHEET NUMBER C-204





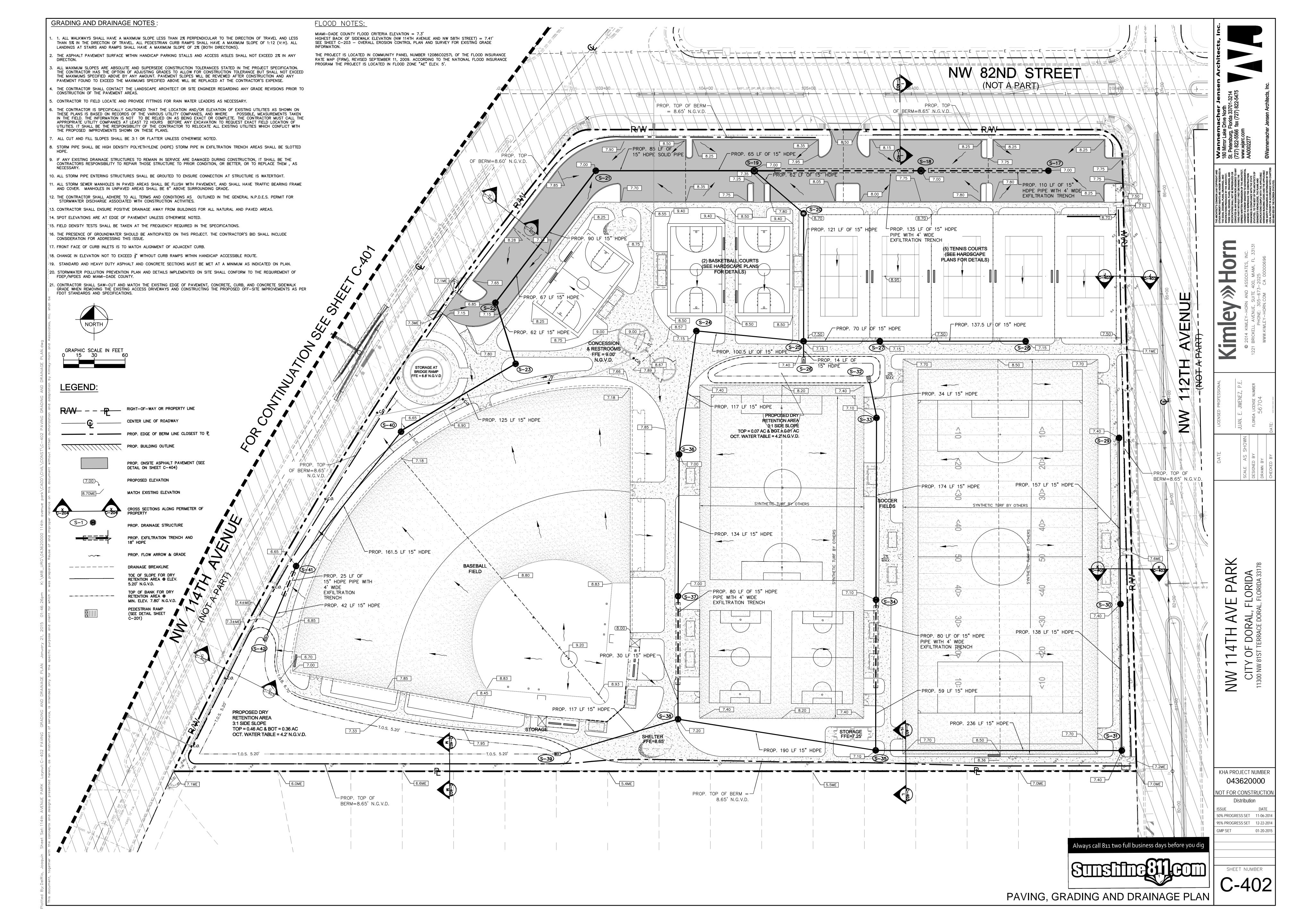


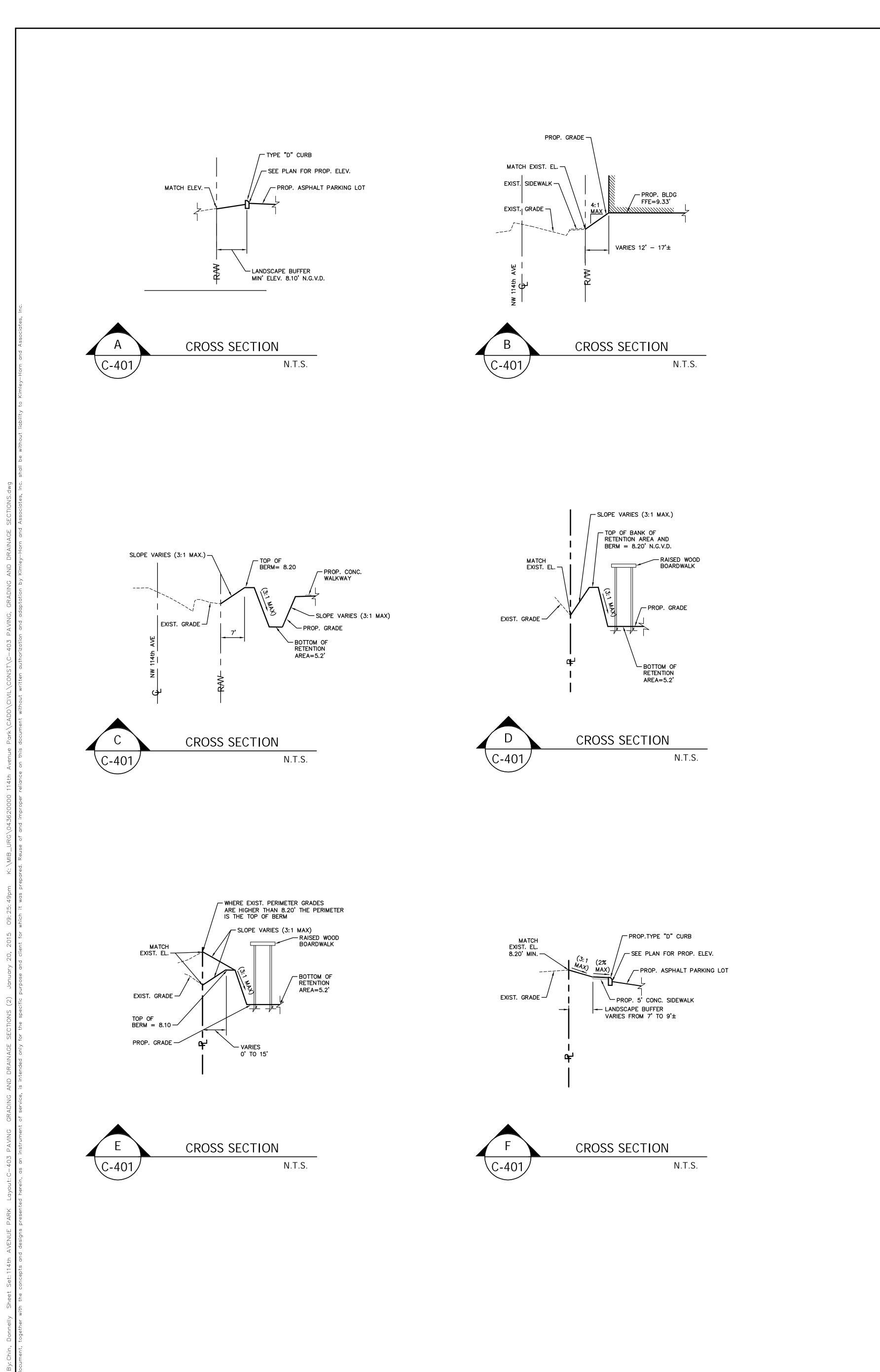


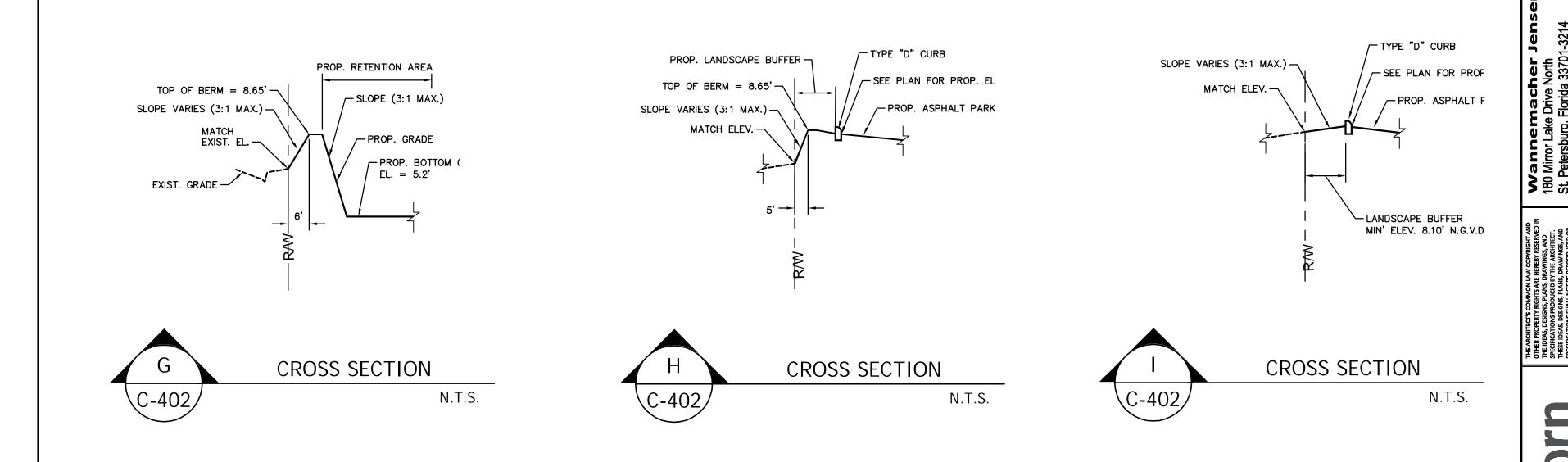
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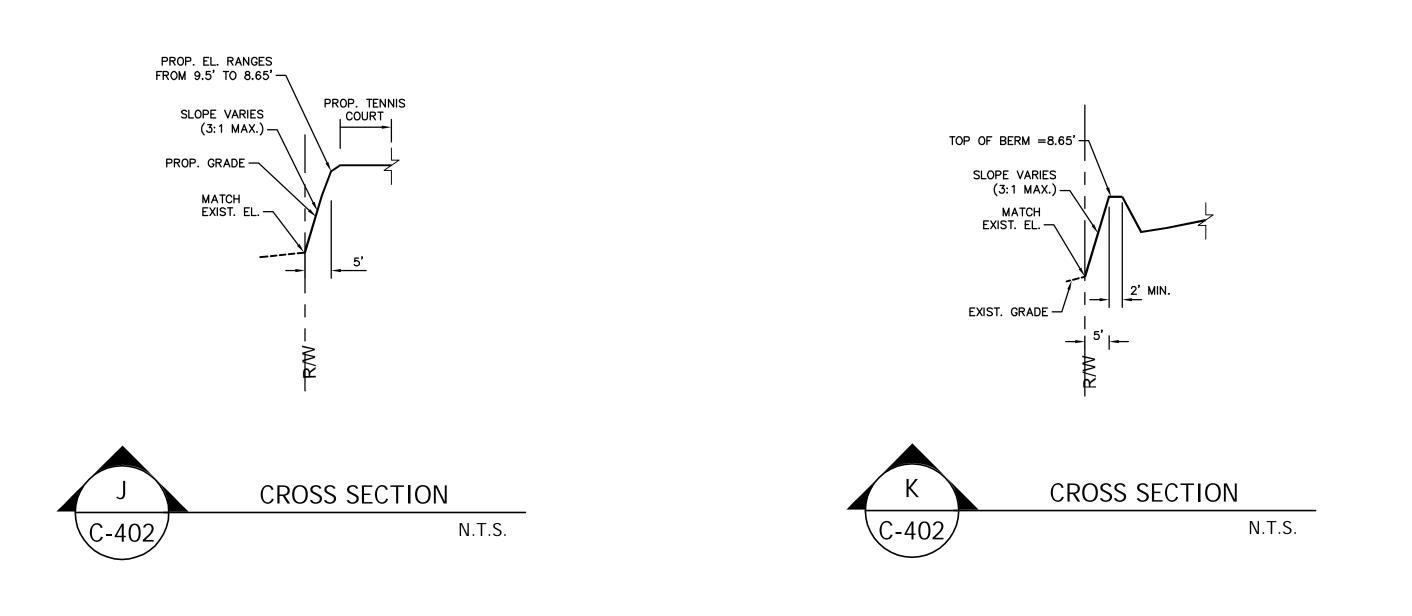
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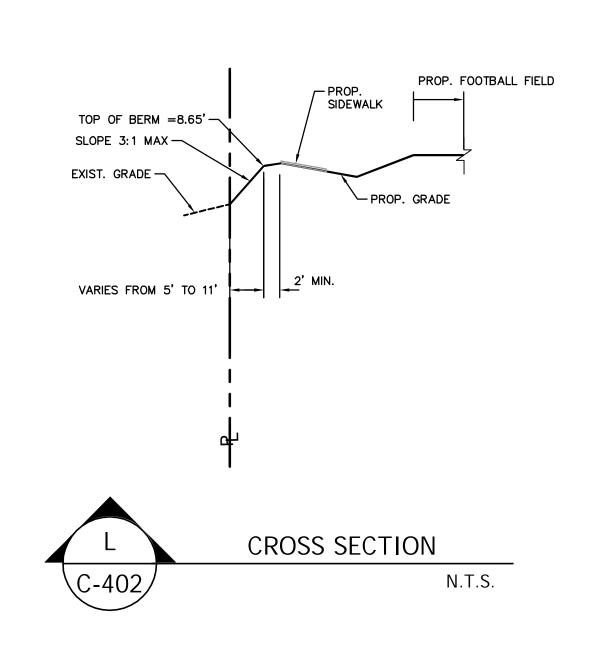
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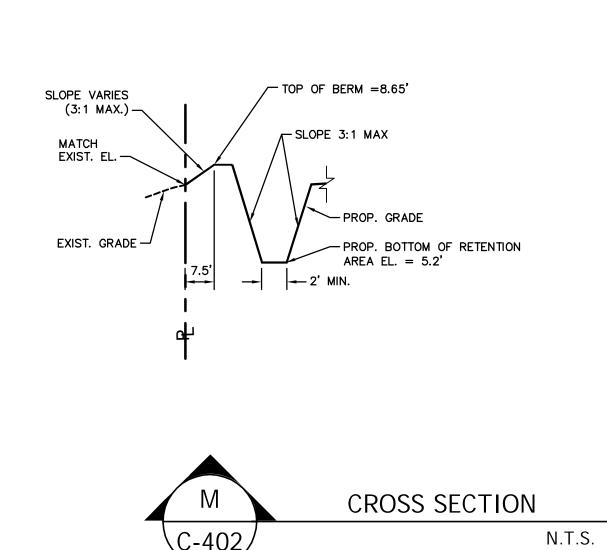






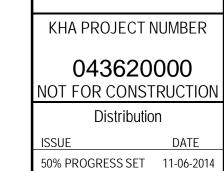








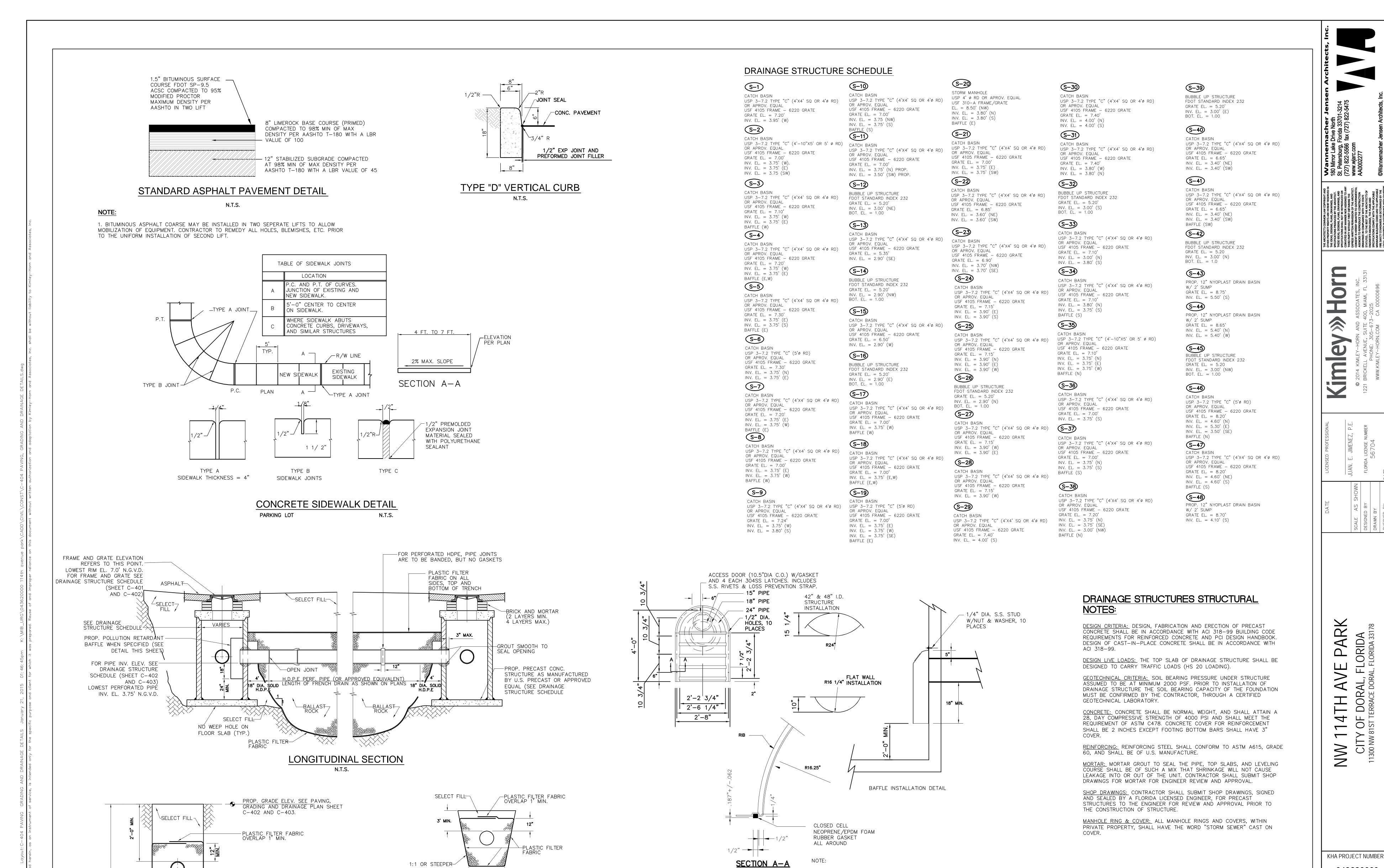
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95% PROGRESS SET 12-22-201 Always call 811 two full business days before you dig

PAVING, GRADING AND DRAINAGE SECTIONS

C-403



1. BAFFLE MATERIAL: 1/8" ABS PLASTIC

WITH UV PROTECTED BLACK

POLLUTION RETARDANT BAFFLE DETAIL

N.T.S.

PIPE INV. ELEV.

PLASTIC FILTER FABRIC

—18" DIA. PIPE

4'-0"

TRANSVERSE SECTION

SEE PAVING, GRADING

AND DRAINAGE PLAN

BOTTOM OF TRENCH TO BE
AN AVERAGE OF 15 FEET

BELOW PROP. GRADE

SHEET C-402 AND

ALT. TRANS. SECTION*

TO OCCUR. TO BE USED AT THE ENGINEER'S DISCRETION.

*MAY BE USED IN AREAS WHERE TRENCH WALLS WILL NOT STAND

VERTICAL, OR WHERE CAVE-IN BELOW THE WATER TABLE IS LIKELY

AFTER THE BALLAST ROCK HAS BEEN PLACED TO THE PROPER ELEVATION IT

SHALL BE CAREFULLY WASHED DOWN WITH CLEAN WATER TO ALLOW FOR INITIAL

SETTLEMENT THAT MAY OCCUR. IF SETTLEMENT DOES TAKE PLACE, ADDITIONAL BALLAST ROCK WILL BE ADDED TO RESTORE THE PROPER ELEVATION SO THAT

THE EXFILTRATION TRENCH IS COMPLETED IN ACCORDANCE WITH THE DETAILS.

50% PROGRESS SET 11-06-201 95% PROGRESS SET 12-22-20 Always call 811 two full business days before you dig

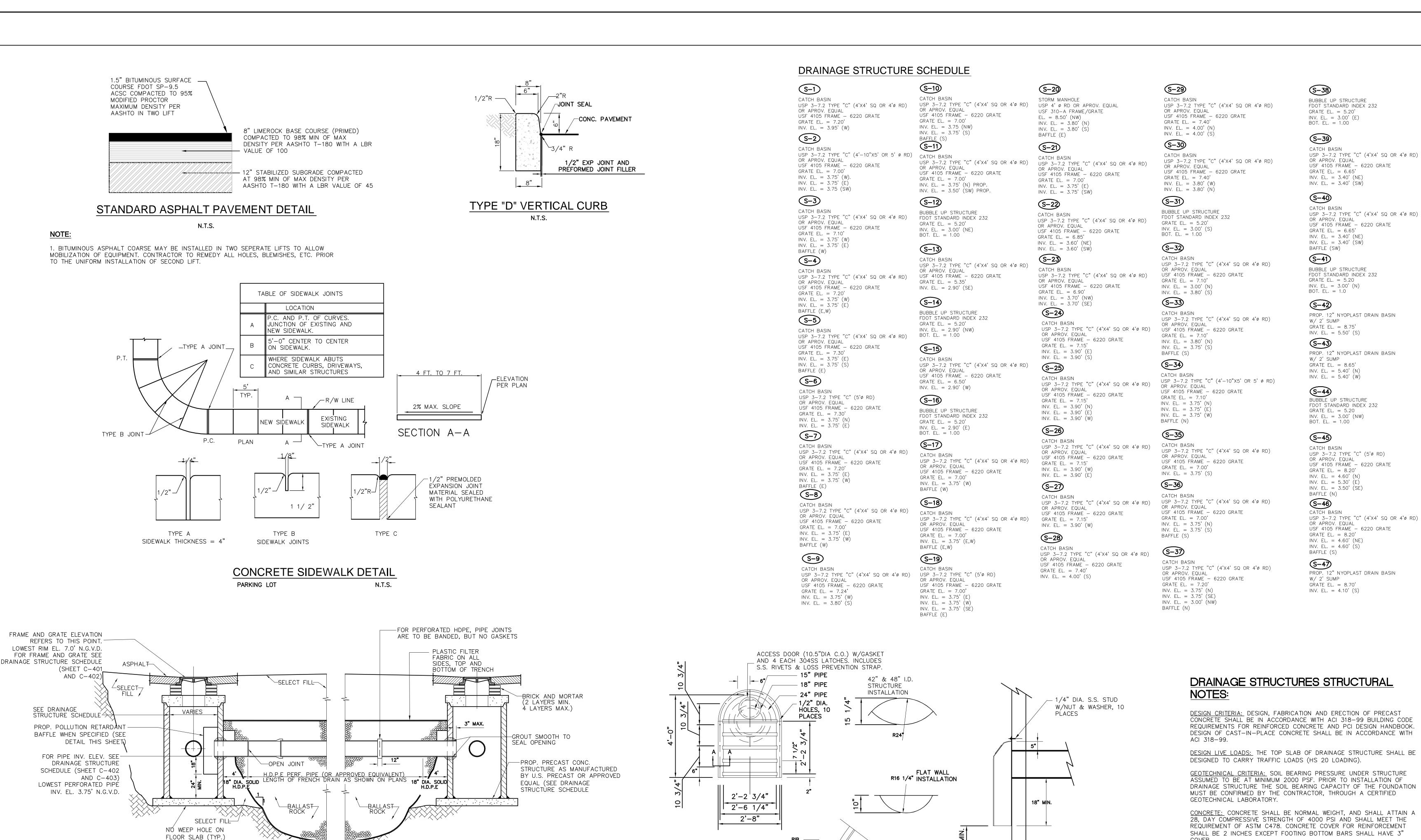
PAVING, GRADING AND DRAINAGE DETAILS

SHEET NUMBER C-404

043620000

NOT FOR CONSTRUCTION

Distribution



LONGITUDINAL SECTION

SELECT FILL

ALT. TRANS. SECTION*

TO OCCUR. TO BE USED AT THE ENGINEER'S DISCRETION.

*MAY BE USED IN AREAS WHERE TRENCH WALLS WILL NOT STAND

VERTICAL, OR WHERE CAVE-IN BELOW THE WATER TABLE IS LIKELY

AFTER THE BALLAST ROCK HAS BEEN PLACED TO THE PROPER ELEVATION IT

SHALL BE CAREFULLY WASHED DOWN WITH CLEAN WATER TO ALLOW FOR INITIAL

SETTLEMENT THAT MAY OCCUR. IF SETTLEMENT DOES TAKE PLACE, ADDITIONAL BALLAST ROCK WILL BE ADDED TO RESTORE THE PROPER ELEVATION SO THAT

THE EXFILTRATION TRENCH IS COMPLETED IN ACCORDANCE WITH THE DETAILS.

1:1 OR STEEPER

-PLASTIC FILTER FABRIC

N.T.S.

PROP. GRADE ELEV. SEE PAVING, GRADING AND DRAINAGE PLAN SHEET

C-402 AND C-403.

-PLASTIC FILTER FABRIC OVERLAP 1'MIN.

SEE PAVING, GRADING

AND DRAINAGE PLAN

SHEET C-402 AND

PIPE INV. ELEV.

PLASTIC FILTER FABRIC

BOTTOM OF TRENCH TO BE
AN AVERAGE OF 15 FEET

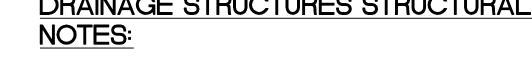
BELOW PROP. GRADE

SELECT FILL -

18" DIA. PIPE

4'-0"

TRANSVERSE SECTION



DESIGN CRITERIA: DESIGN, FABRICATION AND ERECTION OF PRECAST CONCRETE SHALL BE IN ACCORDANCE WITH ACI 318-99 BUILDING CODE REQUIREMENTS FOR REINFORCED CONCRETE AND PCI DESIGN HANDBOOK. DESIGN OF CAST-IN-PLACE CONCRETE SHALL BE IN ACCORDANCE WITH

DESIGN LIVE LOADS: THE TOP SLAB OF DRAINAGE STRUCTURE SHALL BE

AR

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KHA PROJECT NUMBER

043620000

NOT FOR CONSTRUCTION

Distribution

50% PROGRESS SET 11-06-201

95% PROGRESS SET 12-22-20

SHEET NUMBER

C-404

ASSUMED TO BE AT MINIMUM 2000 PSF. PRIOR TO INSTALLATION OF DRAINAGE STRUCTURE THE SOIL BEARING CAPACITY OF THE FOUNDATION MUST BE CONFIRMED BY THE CONTRACTOR, THROUGH A CERTIFIED

28, DAY COMPRESSIVE STRENGTH OF 4000 PSI AND SHALL MEET THE REQUIREMENT OF ASTM C478. CONCRETE COVER FOR REINFORCEMENT SHALL BE 2 INCHES EXCEPT FOOTING BOTTOM BARS SHALL HAVE 3"

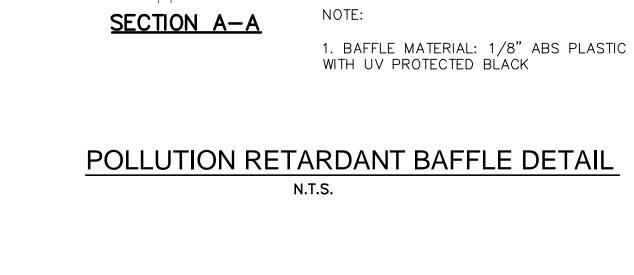
REINFORCING: REINFORCING STEEL SHALL CONFORM TO ASTM A615, GRADE 60, AND SHALL BE OF U.S. MANUFACTURE. MORTAR: MORTAR GROUT TO SEAL THE PIPE, TOP SLABS, AND LEVELING

COURSE SHALL BE OF SUCH A MIX THAT SHRINKAGE WILL NOT CAUSE

LEAKAGE INTO OR OUT OF THE UNIT. CONTRACTOR SHALL SUBMIT SHOP DRAWINGS FOR MORTAR FOR ENGINEER REVIEW AND APPROVAL. SHOP DRAWINGS: CONTRACTOR SHALL SUBMIT SHOP DRAWINGS, SIGNED

AND SEALED BY A FLORIDA LICENSED ENGINEER. FOR PRECAST STRUCTURES TO THE ENGINEER FOR REVIEW AND APPROVAL PRIOR TO THE CONSTRUCTION OF STRUCTURE.

MANHOLE RING & COVER: ALL MANHOLE RINGS AND COVERS, WITHIN PRIVATE PROPERTY, SHALL HAVE THE WORD "STORM SEWER" CAST ON



R16.25"

CLOSED CELL

RUBBER GASKET ALL AROUND

NEOPRENE/EPDM FOAM

BAFFLE INSTALLATION DETAIL

Always call 811 two full business days before you dig

- 1. ALL MATERIALS AND CONSTRUCTION SHALL BE IN STRICT ACCORDANCE WITH THE REQUIREMENTS OF THE MIAMI-DADE WATER AND SEWER DEPARTMENT (MDWASD) AND THE MIAMI-DADE COUNTY FIRE DEPARTMENT AND SHALL CONFORM TO THE STANDARDS AND SPECIFICATIONS AVAILABLE AND ON FILE WITH MDWASD. AS A MINIMUM REQUIREMENT, THE STANDARDS OF THE AWWA SHALL APPLY.
- 2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING ALL LOCATIONS, DIMENSIONS, ELEVATIONS AND THE LOCATIONS OF ALL UNDERGROUND STRUCTURES AND UTILITIES PRIOR TO THE START OF CONSTRUCTION. THE LOCATIONS SHOWN ON THE PLANS ARE NOT GUARANTEED ACCURATE OR CORRECT BY THE KNOWN UTILITY COMPANIES.
- 3. THRUST BLOCKS SHALL BE PROVIDED AT ALL BENDS, TEES AND PLUGS IN ACCORDANCE WITH MDWASD STANDARD DETAILS.
- 4. ALL FITTINGS AT REACTION POINTS SHALL BE FITTED WITH MEGALUG RETAINER GLANDS OR APPROVED EQUAL, MEETING MDWASD REQUIREMENTS. ALL VALVES ARE TO BE RESTRAINED WITH RETAINER GLANDS.
- 5. PIPE INSTALLATION, CLEANING, FLUSHING, TESTING AND DISINFECTING, SHALL BE PERFOMED AS PER MDWASD AND STATE OF FLORIDA DEPARTMENT OF HEALTH AND REHABILITATIVE SERVICES STANDARDS FOR THE INSTALLATION OF WATER MAINS BY CUSTOMER DONATION PROJECTS.
- 6. THE CONTRACTOR IS RESPONSIBLE FOR THE COST OF INSPECTIONS FOR ANY CONSTRUCTION ACTIVITIES OCCURRING OUTSIDE NORMAL WORKING HOURS (8:00 A.M. TO 5:00 P.M.) SATURDAYS AND SUNDAYS AND HOLIDAYS EXCLUDED AND ARRANGEMENTS FOR INSPECTIONS OUTSIDE NORMAL WORKING HOURS MUST BE MADE A MINIMUM OF 48 HOURS IN ADVANCE OF THE CONSTRUCTION ACTIVITY.
- 7. SURFACE RESTORATION, PAVEMENT REPLACEMENT, SIDEWALK REPLACEMENT, TRENCH BACKFILLING AND COMPACTION SHALL COMPLY WITH THE APPLICABLE CURRENT MIAMI—DADE COUNTY PUBLIC WORKS STANDARDS.
- 8. WHERE FIELD CONDITIONS REQUIRE AS DETERMINED BY MDWASD, THE WATER MAIN SHALL BE POLYETHYLENE ENCASED IN ACCORDANCE WITH AWWA C-105.
- 9. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING MDWASD WITH FLORIDA DEPARTMENT OF HEALTH LETTER OF CLEARANCE TO PLACE A PUBLIC DRINKING WATER FACILITY INTO SERVICE. THE MDWASD INSPECTOR SHALL PROVIDE A SIGNED TEST REPORT CERTIFYING PRESSURE TEST RESULTS FOR OFF—SITE INSTALLATION. THE ENGINEER OF RECORD SHALL PROVIDE MDWASD WITH A SIGNED AND SEALED PRESSURE TEST REPORT CERTIFYING PRESSURE TEST RESULTS FOR ON—SITE INSTALLATION ONLY.

REQUIREMENTS PER DEPARTMENT OF HEALTH

WATER MAIN HORIZONTAL SEPARATIONS:

- 1. SEPARATIONS SHALL BE MEASURED OUTSIDE EDGE TO OUTSIDE EDGE.
- 2. BETWEEN WATER MAINS AND, STORM SEWERS, STORMWATER FORCE MAINS, OR RECLAIMED WATER LINES, <u>SHALL</u> <u>BE 3</u> FT MINIMUM
- 3. BETWEEN WATER MAINS AND VACUUM TYPE SEWER PREFERABLY 10 FT. AND AT LEAST 3 FT. MINIMUM.
- 4. GRAVITY OR PRESSURE SANITARY SEWERS, WASTEWATER FORCE MAINS OR RECLAIMED WATER PREFERABLY <u>10 FT.</u>

 <u>AND AT LEAST 6 FT.</u> MAY <u>BE REDUCED TO 3 FT.</u> WHERE <u>BOTTOM</u> OF WATER MAIN IS AT <u>LEAST 6 INCHES ABOVE</u>
 <u>TOP OF SEWER.</u>
- 5. 10 FT. OF ANY PART OF ON-SITE SEWER TREATMENT OR DISPOSAL SYSTEM.

WATER MAIN VERTICAL SEPARATIONS:

- 1. SEPARATIONS BETWEEN WATER MAINS AND GRAVITY SEWER, VACUUM TYPE SEWER, OR STORM SEWERS, <u>TO BE PREFERABLY 12 INCHES</u>, <u>OR AT LEAST 6 INCHES ABOVE</u>, <u>OR AT LEAST 12 INCHES IF BELOW.*</u>
- 2. PRESSURE SANITARY SEWER, WASTEWATER OR STORM WATER FORCE MAIN, OR RECLAIMED WATER, AT <u>LEAST 12</u> <u>INCHES ABOVE OR BELOW.</u>*

* NOTE: CENTER 1 — FULL LENGTH OF WATER MAIN PIPE AT CROSSINGS; ALTERNATIVELY ARRANGE PIPES SO JOINTS ARE AT LEAST 3 FEET FROM JOINTS IN VACUUM, STORM OR STORM FORCE MAINS. AT LEAST 6 FEET FROM JOINTS IN GRAVITY OF PRESSURE SEWERS, WASTEWATER FORCE MAINS OR RECLAIMED WATER.

TRENCH PROTECTION

TRENCH EXCAVATION PROTECTION SHALL BE ACCOMPLISHED AS REQUIRED BY THE PROVISIONS OF, PART 1926, SUBPART P, EXCAVATIONS, TRENCHING AND SHORING OF THE OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATIONS STANDARDS AND INTERPRETATIONS.

REGULATORY AND ECONOMIC RESOURCES (R.E.R.) NOTES ON WATER AND SEWER INSTALLATION

SEPARATIONS ARE ALLOWED IF:

- 1. A PREFERRED HORIZONTAL DISTANCE (OUTSIDE TO OUTSIDE) OF 10 FEET OR MINIMUM OF 6 FEET SHALL BE MAINTAINED BETWEEN GRAVITY OR PRESSURE SEWER PIPES AND WATER MAINS. THE HORIZONTAL SEPARATION CAN BE REDUCED TO A MINIMUM OF 3 FEET ONLY FOR GRAVITY SEWER PIPES WHERE THE BOTTOM OF THE WATER MAIN IS LAID AT LEAST 6 INCHES ABOVE THE TOP OF THE GRAVITY SANITARY SEWER. WHEN THE ABOVE SPECIFIED HORIZONTAL DISTANCE CRITERIA CANNOT BE MET DUE TO AN EXISTING
- UNDERGROUND FACILITY CONFLICT, SMALLER SEPARATIONS ARE ALLOWED IF:

 THE SEWER PIPES ARE DESIGNED AND CONSTRUCTED EQUAL TO THE WATER PIPE AND PRESSURE TESTED AT 150 PSI.
- THE SEWER IS ENCASED IN A WATERTIGHT CARRIER PIPE OR CONCRETE.
 THE TOP OF THE SEWER IS AT LEAST 18 INCHES BELOW THE BOTTOM OF THE WATER PIPE.
- 2.A VERTICAL DISTANCE OF AT LEAST 12 INCHES (OUTSIDE TO OUTSIDE) SHALL BE MAINTAINED BETWEEN ANY WATER AND SEWER MAINS WITH SEWER PIPES PREFERABLY CROSSING UNDER WATER MAINS. THE MINIMUM VERTICAL SEPARATION CAN BE REDUCED TO 6 INCHES FOR GRAVITY SEWERS WHERE THE SEWER PIPE IS CROSSING BELOW THE WATER MAIN. THE CROSSING SHALL BE ARRANGED SO THAT ALL WATER MAIN JOINTS ARE AT LEAST 6 FEET FROM ALL JOINTS IN GRAVITY AND PRESSURE SEWER PIPES. WHEN THE ABOVE SPECIFIED VERTICAL DISTANCE CRITERIA CANNOT BE MET DUE TO AN EXISTING UNDERGROUND FACILITY CONFLICT, SMALLER
- THE SEWER PIPES ARE DESIGNED AND CONSTRUCTED EQUAL TO THE WATER PIPE AND PRESSURE TESTED AT 150 PSI.
 THE SEWER IS ENCASED IN A WATERTIGHT CARRIER PIPE OR CONCRETE.
- 3. THE CONTRACTOR SHALL VERIFY NATURE, DEPTH, AND CHARACTER OF EXISTING UNDERGROUND UTILITIES PRIOR TO START OF CONSTRUCTION.
- 4. ALL OTHER PUBLIC OR PRIVATE UTILITY FACILITIES SHALL BE CONSTRUCTED AT LEAST 5 FEET FROM ANY WATER AND SEWER MAIN AS MEASURED FROM THE OUTSIDE BELL OF THE WATER OF THE UTILITY PIPE.
- 5. WHEN THE 5 FEET SEPARATION BETWEEN PROPOSED AND EXISTING LINE IS NOT POSSIBLE, THE CONTRACTOR SHALL HAND DIG OR EXPOSE THE WATER AND SEWER PIPES BEFORE PROCEEDING WITH POWER EQUIPMENT EXCAVATION.
- 6.IN NO CASE SHALL A CONTRACTOR INSTALL UTILITY PIPES, CONDUITS, CABLES, ETC. IN THE SAME TRENCH PARALLEL AND ABOVE AN EXISTING WATER OR SEWER PIPE EXCEPT WHERE THEY CROSS. ANY DEVIATION FROM NOTES 3, 4 AND 5 SHALL BE APPROVED IN WRITING BY THE RESPONSIBLE WATER AND SEWER UTILITY.
- 7.IN HIGHLY CONGESTED AREAS, WHERE EITHER WATER OR SEWER FACILITIES ARE EXISTING OR THE SEPARATION REQUIREMENTS CANNOT BE MET, SPECIAL CONSIDERATION MAY BE GIVEN SUBJECT TO SUBMITTAL OF DOCUMENTATION SHOWING THAT THE PROPOSED ALTERNATIVE WILL RESULT IN AN EQUIVALENT LEVEL OF RELIABILITY AND PUBLIC HEALTH PROTECTION.
- 8. THE MAXIMUM ALLOWABLE EXFILTRATION, INFILTRATION, OR LEAKAGE FOR GRAVITY SANITARY SEWERS CONSTRUCTED WITHIN A PUBLIC WELLFIELD PROTECTION AREA SHALL BE FIFTY (50) GALLONS PER INCH PIPE DIAMETER PER MILE PER DAY FOR NON-RESIDENTIAL LAND USE WITH NO USE AND TWENTY (20) GALLONS PER INCH PIPE DIAMETER PER MILE PER DAY FOR NON-RESIDENTIAL LAND USE WITH NO ALLOWANCES FOR MANHOLES OR LATERALS. THE MAXIMUM ALLOWABLE EXFILTRATION, INFILTRATION, OR LEAKAGE IN GRAVITY SANITARY SEWERS CONSTRUCTED OUTSIDE A PUBLIC WELLFIELD PROTECTION AREA SHALL BE ONE HUNDRED (100) GALLONS PER INCH PIPE DIAMETER PER MILE PER DAY. THE DURATION OF ALL TESTS SHALL BE A MINIMUM OF TWO (2) HOURS. ANY OBSERVED LEAKS OR ANY OBVIOUSLY DEFECTIVE JOINTS OR PIPES SHALL BE REPLACED EVEN WHEN THE TOTAL LEAKAGE IS BELOW THAT ALLOWED.
- 9. FORCE MAIN SEWERS CONSTRUCTED IN A PUBLIC WELLFIELD PROTECTION AREA SHALL BE EITHER DUCTILE IRON OR REINFORCED CONCRETE PRESSURE SEWER PIPES.

 FOR DUCTILE IRON PIPE EXFILTRATION RATE SHALL NOT BE GREATER THAN THE ALLOWABLE LEAKAGE RATE SPECIFIED IN AMERICAN
- WATER WORKS ASSOCIATION STANDARD (AWWAS) C600-82 AT A TEST PRESSURE OF 100 PSI.

 FOR REINFORCED CONCRETE PRESSURE SANITARY SEWER EXFILTRATION RATE SHALL NOT BE GREATER THAN HALF (1/2) THE ALLOWABLE LEAKAGE RATE SPECIFIED IN AWWA C600-82 AT A TEST PRESSURE OF 100 PSI.
- 10. A NON-RESETTABLE ELAPSED TIME METER SHALL BE INSTALLED AT EACH PUMP TO RECORD THE TOTAL NUMBER OF OPERATING HOURS OF THE STATION.
- FOR ALL PROJECTS WHERE REMOVAL OF UTILITY LINES IS PROPOSED

 1. ALL EXISTING UTILITIES BEING REMOVED AND OR RELOCATED MUST
- 1. ALL EXISTING UTILITIES BEING REMOVED AND/OR RELOCATED MUST REMAIN ACTIVE AND IN SERVICE, UNTIL SUCH TIME WHEN NEW REPLACING UTILITIES HAVE BEEN INSTALLED, IN SERVICE, ACCEPTED BY THE DEPARTMENT AND ALL RELATED SERVICES FROM THE EXISTING MAINS HAVE BEEN TRANSFERRED TO THE NEW ONES, BY MDWASD FORCES AT OWNER'S EXPENSE AS APPLICABLE.
- 2. ALL WATER AND/OR SEWER FACILITIES LOCATED IN PRIVATE PROPERTY SHALL BE REMOVED AFTER ALL INSTALLED SERVICES FROM THEM HAVE BEEN TRANSFERRED TO THE ALREADY INSTALLED AND IN SERVICE NEW MAINS, ANY ASSOCIATED EXCLUSIVE EASEMENTS SHALL BE CLOSED AND RELEASED AFTER THE REMOVAL OF THE EXISTING WATER AND/OR SEWER FACILITIES.

1. AT THE COMPLETION OF ANY WATER AND SEWER JOB, EITHER DONATION OR CONTRACT, THE CONTRACTOR SHALL SUBMIT:

a. AS-BUILT PRINTS WHICH HAVE BEEN SIGNED AND SEALED BY A FLORIDA LICENSED PROFESSIONAL SURVEYOR AND MAPPER. (QTY. OF PRINTS, AS REQUIRED BY THE DEPARTMENT.)

2. "AS-BUILT" FORMAT:

- a. 24"x36" PRINTS
 b. LOCATION MAP SCALE SHOULD BE 1"=300' AND SECTION—TOWNSHIP—RANGE SHOULD BE SHOWN.
- c. THE WORD "AS-BUILT" IN LARGE LETTERS.
 d. TITLE BLOCK WITH DEPARTMENT DS, DW OR ER NUMBER AND PERTINENT INFORMATION.
 e. PREFERRED SCALE TO BE 1"= 40' HORIZONTALLY AND 1"= 4' VERTICALLY*.
- f. Street nomenclature. q. Separate As—Builts for water and sewer.
- n. SEPARATE WATER AND SEWER PROFILE.
 i. STATIONING STARTING WITH 0+00 AT PERMANENT REFERENCE POINT (I.E., ♠,♠, ETC.) OR AS SHOWN ON DESIGN PERMIT PLANS, AND TO RUN CONTINUOUSLY TO END OF MAIN.
- j. EASEMENTS, IF ANY, TIED TO PERMANENT REFERENCE POINT.
 k. IDENTIFY ALL CONTROL LINES (I.E. BLDG. LINE, PROPERTY LINE, R/W, ETC).
- ALL "PROPOSED" INFORMATION TO BE REMOVED FROM PRINTS, LEAVING ONLY "AS-BUILT" INFORMATION REFLECTED IN DRAWINGS.
- 3. WATER "AS-BUILTS" MUST INCLUDE:
- a. Plans showing Pipe Size, Material and Offset of Main, Deflections (If any), Station of Services, Hydrants and Fittings at the Mainline (If Perpendicular to It), and at Main and END of Services If any, other angle, and Deflection of Pipe, If any.
- b. PROFILE SHOWING TOP OF GROUND AND TOP OF PIPE ELEVATIONS AT EVERY 100' STATION AND AT ANY CHANGE IN GRADE (WITH CORRESPONDING STATION), PIPE SIZE AND PIPE MATERIALS REFERENCED
- 4. SEWER "AS-BUILTS" MUST INCLUDE:
- a. PLAN SHOWING MANHOLE NUMBER, PIPE SIZE AND PIPE MATERIAL OF PIPE, DEFLECTION, IF ANY (FORCE MAIN ONLY), AND LOCATION OF LATERALS WITH REFERENCE TO MANHOLE.
- b. Profile showing manhole number (as per plan), rim and invert elevations (if more than one invert, label north, south , etc), and station starting at each 0+00 at downstream
- 5. FORCE MAIN "AS-BUILT" SAME AS WATER MAIN ABOVE.
- 6. EACH AS—BUILT SHALL SHOW THE FLORIDA STATE PLANE COORDINATES (CURRENT READJUSTMENT) OF ALL THE MANHOLES AND VALVES AND OF AT LEAST TWO HORIZONTAL CONTROL POINTS PROPERLY IDENTIFIED AND LOCATED WITHIN THE PROJECT.

* OTHER SCALE MAY BE PERMITTED, BUT MUST BE APPROVED BY THE DEF OF DRAWINGS.

I OF DRAV	VINGS					
0. 5.0				ITEM	CROSS REF.	SPEC. REF.
	<u>ISSUE DATE</u>	APPROVED BY	STANDAR	D DETAIL	G	<u> </u>
24124	03/11/2009	V.F.C.			ا ا	3
COUNTY COUNTY			"AS-BUILT" F	PEOLIBEMENTS	I 0.	.5
Dallvering Excellence Every Day			AS BOILT I	LQUINLIMEITIS	SHEET 2) VE 3
Water & Sewer Department					SHEEL 2	_ UF

I. ALL MATERIALS AND LABOR UNDER THIS PROJECT SHALL BE IN STRICT ACCORDANCE WITH THE REQUIREMENTS OF THE MIAMI-DADE WATER AND SEWER DEPARTMENT AND SHALL CONFORM TO THE STANDARDS AND SPECIFICATIONS AVAILABLE AND ON FILE WITH THE DEPARTMENT. SUBMIT SHOP DRAWINGS FOR ALL MATERIALS.

- 2. COVER OVER WATER OR SEWER FORCE MAINS SHALL BE 4'-0" MIN.
- 3. ALL MAIN LINE VALVES SHALL BE INSTALLED COMPLETE WITH 10" RISER PIPES AND NO. 3 OR 53 VALVE BOXES FIRE HYDRANTS AND SERVICE VALVES SHALL BE INSTALLED COMPLETE WITH 6" RISER PIPES AND NO. 2 VALVE BOXES.
- 4. ALL FORCE MAIN SERVICE CONNECTIONS INTO PRESSURE TRANSMISSION MAINS SHALL HAVE A SHUT OFF VALVE AND CHECK VALVE AT THE POINT OF ENTRY.
- 5. ALL GRAVITY SYSTEMS SHALL BE CONSTRUCTED IN ACCORDANCE WITH DEPARTMENT STANDARDS.
- 6. ALL WATER METERS WILL BE INSTALLED BY THE MIAMI-DADE WATER AND SEWER DEPARTMENT PROVIDING THE APPROPRIATE CHARGES HAVE BEEN PREPAID.
- 7. FIRE HYDRANT REQUIREMENTS (NUMBER AND LOCATION) SHALL BE AS REQUIRED BY THE MIAMI-DADE COUNTY FIRE DEPARTMENT OR THE APPROPRIATE FIRE AGENCY WITH INSTALLATION IN ACCORDANCE WITH DEPARTMENT STANDARDS.
- 8. CONTRACTOR MUST CALL M-DWASD INSPECTION DMISION TO ARRANGE FOR A PRECONSTRUCTION MEETING 2 FULL BUSINESS DAYS PRIOR TO PROPOSED START OF CONSTRUCTION. CONTACT ONE CALL CENTER 48 HRS PRIOR TO FYCAVATION
- 9. CONTRACT INSPECTOR WILL INSPECT ANY FACILITIES APPROVED BY THE DEPARTMENT. ALL OTHER REQUIREMENTS OF THE PERMITTING AGENCY SHALL BE IN ACCORDANCE WITH THEIR STANDARDS AND REQUIREMENTS.
- 10. WORK PERFORMED UNDER THIS PROJECT WILL NOT BE CONSIDERED AS COMPLETE UNTIL FINAL ACCEPTANCE OF THE SYSTEM BY THE DEPARTMENT AND UNTIL THE FOLLOWING DOCUMENTS ARE RECEIVED AND APPROVED BY THE DEPARTMENT.
- a. Easements, if required.b. Contractor's waver and release of Lien.
- c. ABSOLUTE BILL OF SALE.
 d. i. CONTRACTOR'S LETTER OF WARRANTY (I.E., LETTER AGREEMENT).
- ii. Developer's contract bond (i.e., contract agreement).
 e. "As-built" prints 24"x36" showing specific locations, depth, etc. of all water and sewer facilities as located by a licensed florida surveyor, along with prints of "as-built" which have been signed and sealed by a registered surveyor. (No. of prints: 3-for water, 4-for gravity sewer and 5-for force main

OR PUMP STATION PROJECTS). THE DEPARTMENT RESERVES THE RIGHT TO REQUIRE SUBMITTAL ON ELECTRONIC MEDIA

IN ACCORDANCE WITH SEC. 01775 "MAGNETIC MEDIA SUBMITTAL".

f. H.R.S. LETTER OF RELEASE REQUIRED FOR ALL WATER PROJECTS.

g. BILL OF SALE SKETCH (8½"x11") FOR WATER AND SEWER, SEPARATELY.

CONTRACTOR UNDER THE SUPERVISION OF THE INSPECTOR.

WATER & SEWER DEPARTMENT

- 11. ALL NEW CONNECTIONS FROM EXISTING DEPARTMENT MAINS TO BE MADE BY DEPARTMENT FORCES ONLY. THE CONTRACTOR TO EXCAVATE AT REQUIRED LOCATIONS, PROVIDE AND INSTALL MATERIAL WITH FITTINGS, PRIOR TO TAP.
- AN APPROVED PAVING AND DRAINAGE PLAN MUST BE SUBMITTED TO MDWASD FOR ALL NEW SUBDIVISIONS PRIOR TO APPROVAL OF WATER AND SEWER PERMIT PLANS, UPON REQUEST.

IN THE SIZE RANGE SPECIFIED ABOVE. THE TAPPING SLEEVE AND TAPPING VALVE ARE FURNISHED AND INSTALLED BY THE

13. UNLESS OTHERWISE SPECIFIED, ALL TAPS 20 INCHES AND SMALLER FOR CONNECTIONS TO EXISTING MAINS WILL BE DONE BY DEPARTMENT FORCES. UNDER NO CIRCUMSTANCES WILL THE CONTRACTOR BE PERMITTED TO TAP EXISTING MAINS

					_		
				ITEM	CROSS REF.	SPEC. REF.	
	<u>issue date</u>	APPROVED BY	STANDAR	D DETAIL	\top	<u> </u>	
	03/01/2010	V.F.C.	STANDARD REQUIREMENTS WATER AND SEWER		ا ا	GS	
COUNTY COUNTY					0.	.5	
Pelivering Excellence Every Day			CONSTR	RUCTION	SHEET 1	1 of 2	

NOTE
ALL EXISTING MAINS BEING
IMPACTED BY THIS PROJECT
AND ALL PROP WATER AND
FORCE MAINS AND FITTINGS
TO BE RESTRAINED
PER GS 2.0

M-DWASD AGREEMENT ID# 22017



O Mirror Lake Drive North
Petersburg, Florida 33701-3214
27) 822-5566 fax (727) 822-5475
ww.wjarc.com
00002277



MLEY-HORN AND ASSOCIATES, INC.

AVENUE, SUITE 400, MIAMI, FL 33131
PHONE: 305-673-2025
ILEY-HORN.COM CA 00000696

AN. E. JIMENEZ, P.E. ORIDA LICENSE NUMBER 56704

SCALE AS SHOWN
DESIGNED BY

TH AVE PARK
DORAL, FLORIDA

KHA PROJECT NUMBER

 \boldsymbol{Z}

NOT FOR CONSTRUCTION

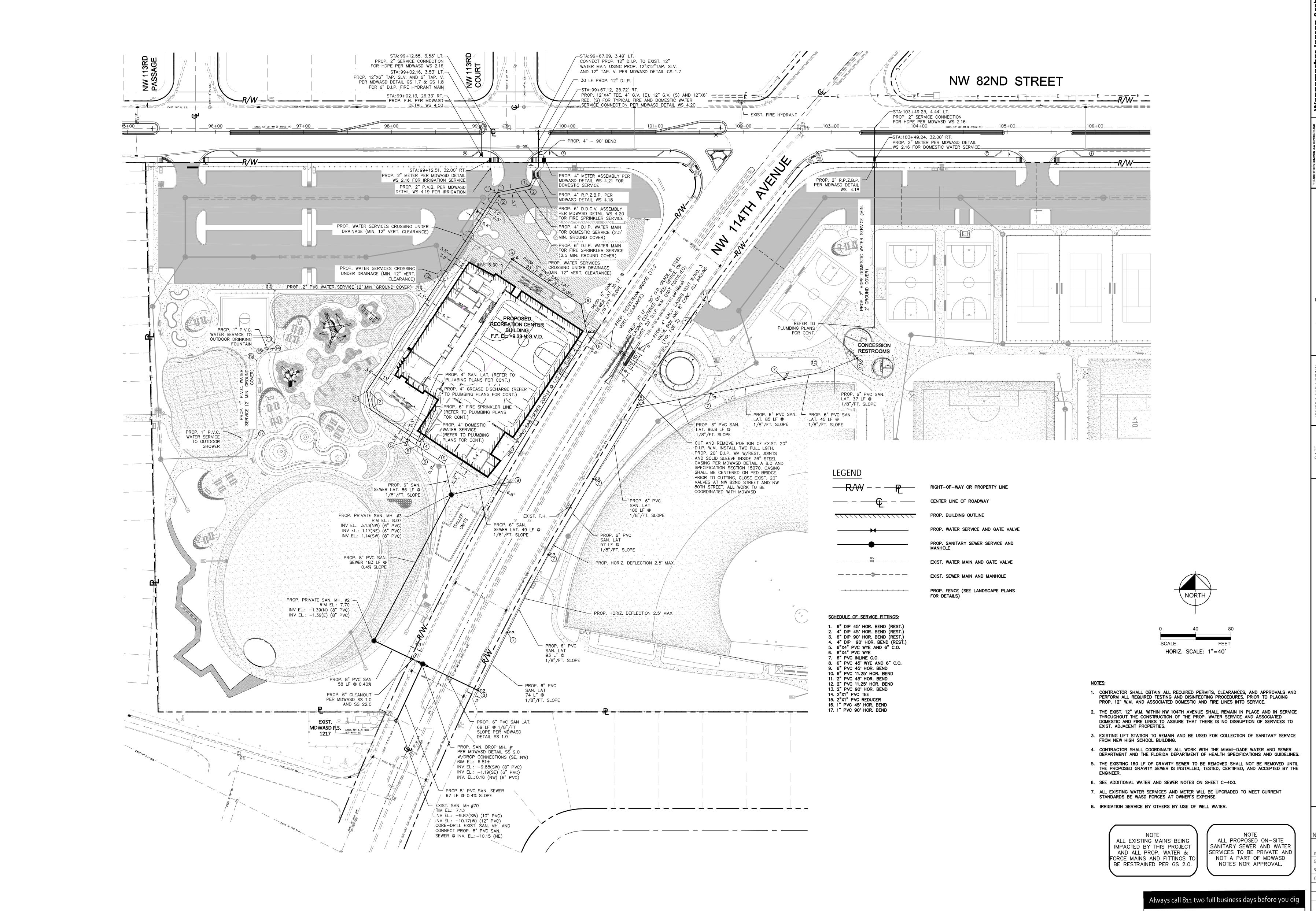
Distribution

ISSUE DATE

50% PROGRESS SET 11-06-201

95% PROGRESS SET 12-22-20
GMP SET 01-20-20

SHEET NUMBER



ARI

KHA PROJECT NUMBER 043620000 IOT FOR CONSTRUCTION Distribution

50% PROGRESS SET 11-06-2014 5% PROGRESS SET 12-22-201

WATER AND SEWER PLAN

M-DWASD AGREEMENT ID# 22017

Kimley

PARK AVE

KHA PROJECT NUMBER 043620000 NOT FOR CONSTRUCTION

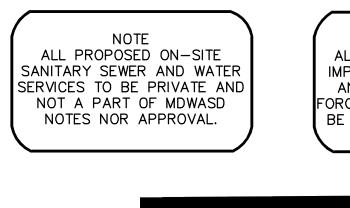
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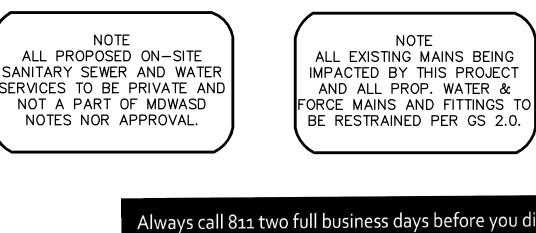
Distribution 50% PROGRESS SET 11-06-2014 95% PROGRESS SET 12-22-2014

SHEET NUMBER C-502

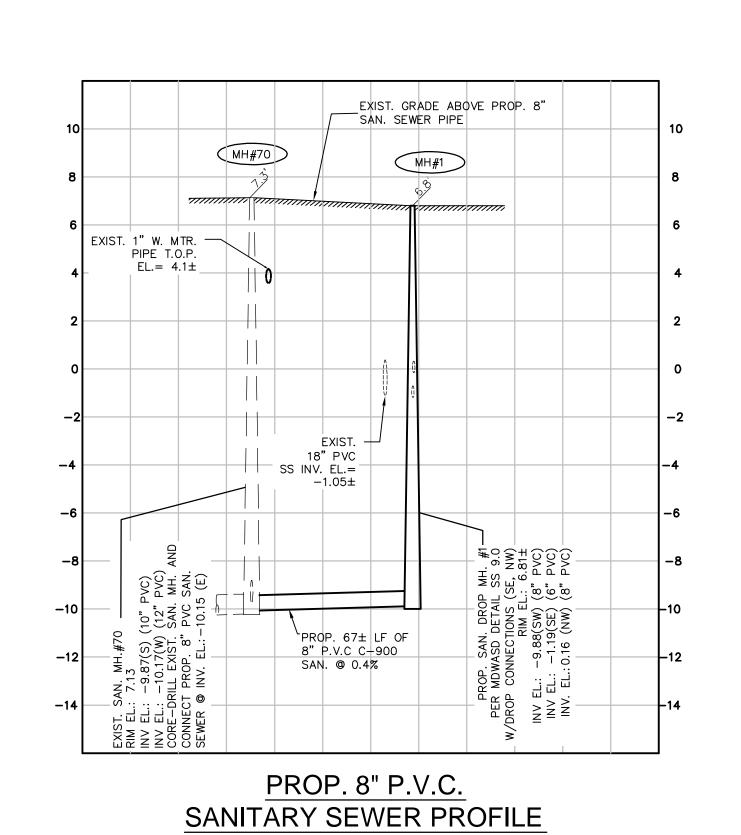
M-DWASD AGREEMENT ID# 22017

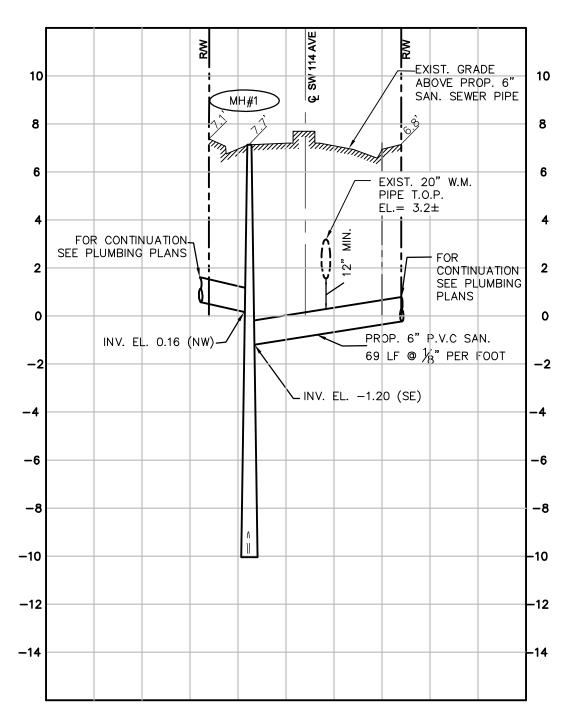
NOTE
ALL PROPOSED ON-SITE
SANITARY SEWER AND WATER
SERVICES TO BE PRIVATE AND
NOT A PART OF MDWASD
NOTES NOR APPROVAL.



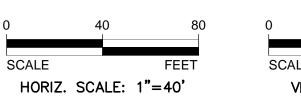




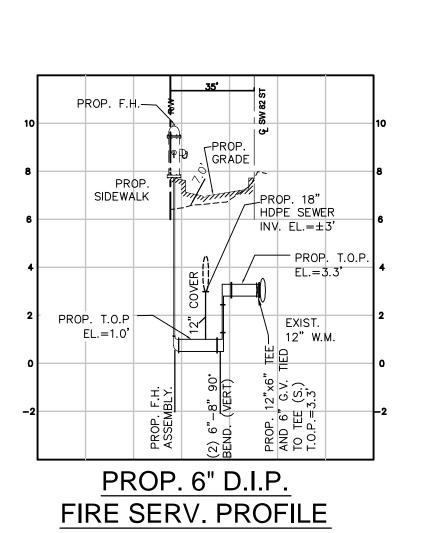


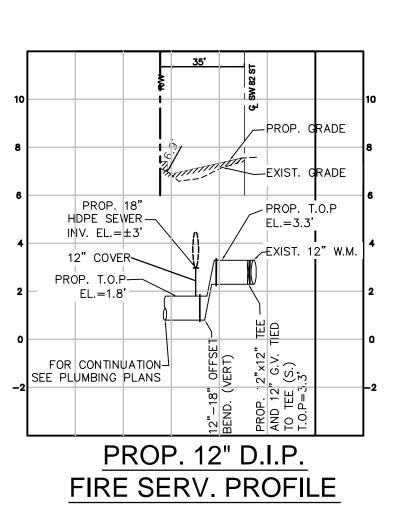


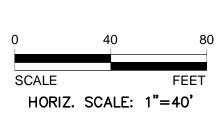
PROP. 6" P.V.C. SANITARY SEWER PROFILE LATERAL



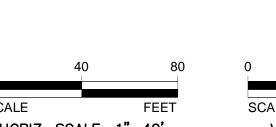














August 2014 (Revised November 2014)

NW 114th Avenue Park City of Doral, Florida 33166

Drainage Report KHA PN: 043620000

Prepared for:

City of Doral Parks and Recreation Department 8401 NW 53rd Terrace, Doral, FL 33166

Prepared by:

Kimley-Horn & Associates, Inc. 1221 Brickell Avenue, Suite 400 Miami, Florida 33131 CA Number 00000696



DRAINAGE REPORT For

NW 114th Avenue Park City of Doral, Florida 33166

KHA Project No.: 043620000

August 2014 (Revised November 2014)

Prepared For:

City of Doral Parks and Recreation Department 8401 NW 53rd Terrace, Doral, FL 33166

Juan Jimenez, P.E.
Florida Professional Engineer License Number 56704
Kimley-Horn and Associates, Inc.
CA Number 00000696
1221 Brickell Avenue, Suite 400
Miami, Florida 33131
(305) 673-2025 (Voice)



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B. DRAINAGE CALCULATIONS

West Site

Cascade (5yr-24hr, 10yr-24hr, 25yr-72hr & 100yr-72hr) Exfiltration Trench and Retention Area Calculations

East Site

Cascade (5yr-24hr, 10yr-24hr, 25yr-72hr & 100yr-72hr) Exfiltration Trench and Retention Area Calculations

C. GEOTECHNICAL TEST RESULTS



PROJECT DESCRIPTION

The proposed "NW 114th Avenue Park" project is a park project that consists of two adjacent sites with both active and passive uses including a community center building, baseball field, tennis courts, basketball courts, sand volleyball, soccer fields, playground, multi-use lawn, walkways, on-street and surface lot parking and landscaped areas. The project site is located in the City of Doral, Florida. It consists of approximately 17.06 acres located along the south side of NW 82nd Avenue and is bisected by NW 114th Avenue. The project lies within Section 7, Township 53, Range 40 of Miami-Dade County, Florida (see Project Location Map, Appendix A-1 and Site Plan, Appendix A).

The stormwater management design will analyze the site as two separate self-contained systems an east and a west system. (see Project Areas Map, Appendix A-2, Appendix A)

The project lies with the special drainage basin "Basin B" as designated by Miami-Dade County Department of Regulatory and Economic Resources (RER).

EXISTING CONDITIONS

Currently the site is vacant with varying degree of vegetation. The objective of this design is to provide a self-contained stormwater management system which will provide adequate flood protection for the proposed project site and meet the environmental and regulatory requirements set forth by the applicable governmental agencies. Hydraulic Conductivity Tests was conducted by Professional Services Industries, INC (PSI) on May 30, 2014 and the results can be found in Appendix D of this report.

OBJECTIVE

The objective of this design is to provide a storm water management system which will provide adequate flood protection for the proposed project and meet the environmental and regulatory requirements set forth by the federal, state and county governmental agencies. These agencies include the Florida Department of Environmental Protection (FDEP), Miami-Dade County Department of Regulatory and Economic Resources (RER), and the South Florida Water Management District (SFWMD).

The proposed park is bisected by NW 114th Avenue. Four drainage basins were created to separate the drainage systems. The west site includes NW and SW basins, while the east site includes NE and SE basins. For both sides, the NW and NE basins, adjacent to NW 82nd Street, contribute to the exfiltration trench while the southern area contributes to a combination of retention area and exfiltration trench (see Drainage Area Map in Appendix A).

REQUIREMENTS

The proposed stormwater drainage system was developed following the standard methods of the SFWMD and the RER. The most stringent design requirements were followed in the design of the stormwater improvements. The design criteria are as follows:



Water Quality Criteria - Design Storm Events

SFWMD water quality detention/retention (pre-treatment) criteria require that a volume equal to the greater of: the first inch of storm runoff from the entire site; or the amount of 2.5 inches times the percentage of impervious area be retained.

5-year 24-hour rainfall

The post-development runoff from a storm event with duration of 24 hours and 5 year return frequency should be completely retained by the proposed drainage system. This will be done through proposed and existing exfiltration trench.

100-year 72-hour rainfall

The lowest building finished floor elevation must be set at or above the peak stage of the 100-year 72-hour rainfall event. Because the project is located within Basin B, the post-development runoff from the 100-year 72-hour rainfall event shall be completely retained within the property. Perimeter berms will be provided with the berm elevation at or above the maximum stage (see Cascade model showing the maximum stage results in Appendix B).

Water Table

The design water table elevation was obtained from the Miami-Dade County Average 1999 October Ground Water Level map (Appendix A-3). The design high water table elevation is approximately 4.2 feet NGVD.

Lowest Proposed Finished Floor Elevation

The proposed building finished floor elevation must be above the highest of the following: Miami-Dade County Flood Criteria plus 12-inches (7.3' + 12" = 8.3' NGVD); the back of sidewalk elevation plus 12-inches (8.12 + 12" = 9.12' NGVD); FEMA base flood elevation plus 12" (5' + 12" = 6' NGVD); Highest crown of road occurs at NW 114th Avenue, plus 12-inches (8.23 + 12" = 9.23). The average back of sidewalk elevation takes into account the average back of sidewalk elevations for the proposed NW 82nd Street widening and the existing NW 114th Avenue configuration, along the property frontages. The proposed lowest finished floor elevation is 9.33' NGVD.

FEMA FLOOD ELEVATION

The project is located in COMMUNITY-PANEL NUMBER 12086C0275 L of the Flood Insurance Rate Map (FIRM), revised September 11, 2009. According to the National Flood Insurance Program the project is located in Flood Zone 'AH 5' NGVD and 'AE 5' NGVD. The FEMA Flood Insurance Rate Map has been included in Appendix A-4 for reference.

PROPOSED STORMWATER MANAGEMENT SYSTEM

At the NW basin (3.52 acre), it was determined that 260 LF of exfiltration trench will capture and retain the 5-year 24-hour storm event. The retention area along with 55 LF of exfiltration trench at the SW basin will capture the remaining 2.72 acres. The elevation of the lowest proposed drainage inlet is 7.0' connected to the exfiltration trench is 7.0'.



At the NE basin (3.39 acre), it was determined that 245 LF of exfiltration trench will capture and retain the 5-year 24-hour storm event. The retention areas along with 160 LF of exfiltration trench at the SE basin will capture the remaining 7.39 acres. The elevation of the lowest proposed drainage inlet is 7.0' connected to the exfiltration trench is 7.0'.

Elevations around the site perimeter will be designed to retain the 100-year 72-hour storm event. Cascade 2001 version 1 was used to model the maximum stage proposed site during the design storm event, resulting in a maximum stage of 8.07' NGVD at the west site and 8.60' N.G.V.D. at the east site (with no consideration of discharge from exfiltration trenches). Cascade model and drainage calculations can be found in Appendix B.

The proposed drainage structures shall be placed according to the attached construction drawings prepared by Kimley-Horn and Associates, Inc. All underground piping, exfiltration trench, catch basins, concrete and asphalt pavement shall be designed and constructed to conform to the City of Doral Public Works Department Minimum Standards.

The drainage analysis indicates that the proposed drainage system can protect the site during the design storm event and will satisfy applicable water quality requirements. The stormwater management system of dry detention area along with an interconnected series of exfiltration trench is proposed to serve the site and provide a factor of safety of 2.0. Drainage calculations can be found in Appendix B. Design elevations on the proposed site have been designed to prohibit any offsite discharge onto the public right-of-way while retaining the onsite stormwater runoff generated by the design event. The proposed finish floor elevation of 9.33' remains above the peak stage of the 100-year 72-hour rainfall event.

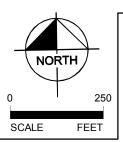


APPENDIX A: MAPS



APPENDIX A-1

PROJECT LOCATION





LOCATION MAP

1"=250' DESIGNED BY JJ DS CHECKED BY JJ



Kimley-Hom and Associates, Inc.

© 2014 KIMLEY-HORN AND ASSOCIATES, INC.
1221 BRICKELL AVENUE, SUITE 400, MIAMI, FL 33131
PHONE: 305-673-2025
WWW.KIMLEY-HORN.COM CA 00000696

MAY 2014 PROJECT NO. 043620000

DATE

NW 114TH AVENUE PARK

DESIGN ENGINEER: JUAN E. JIMENEZ FLORIDA P.E. LICENSE NUMBER:

56704 DATE:

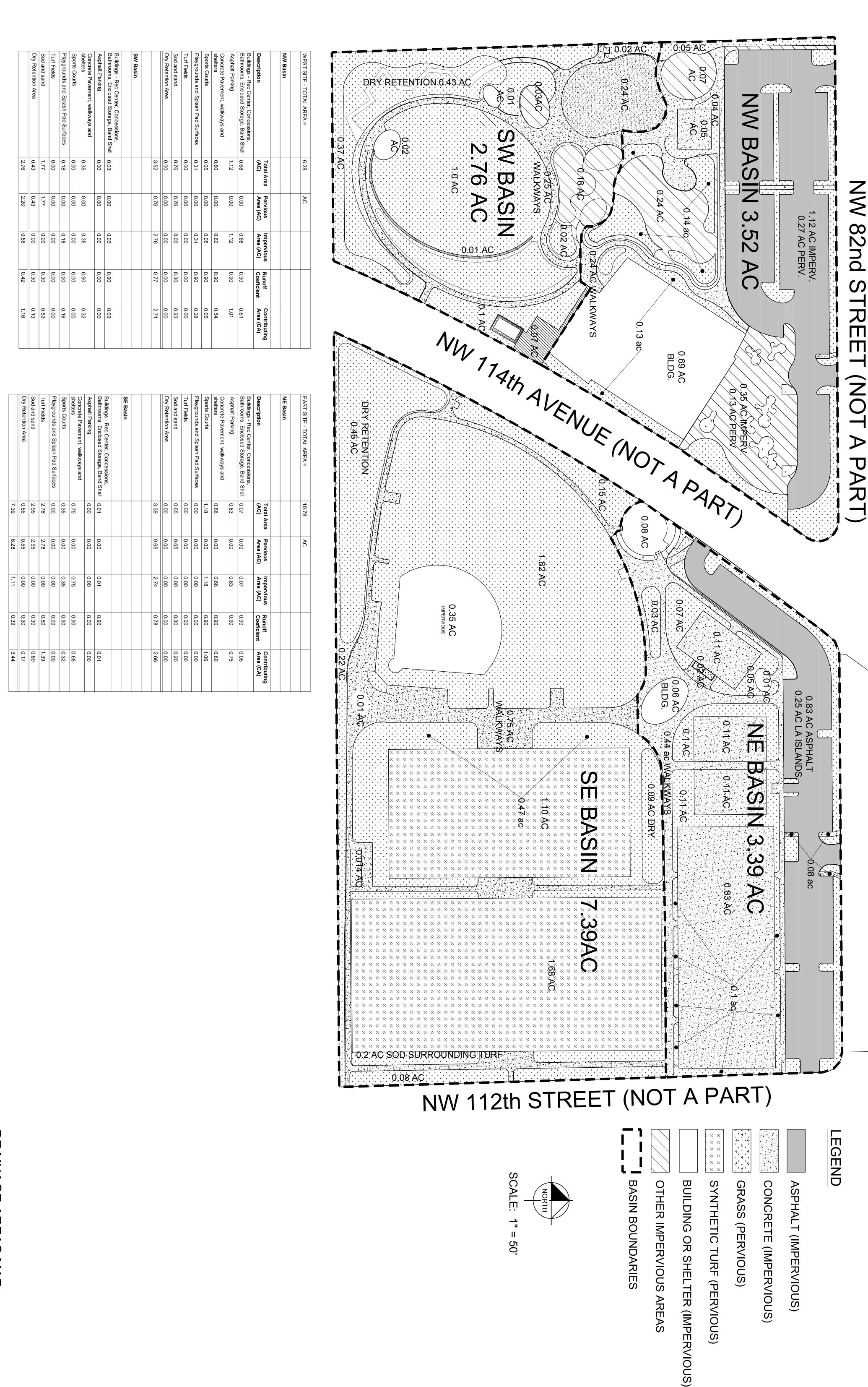
SHEET NUMBER

A-1



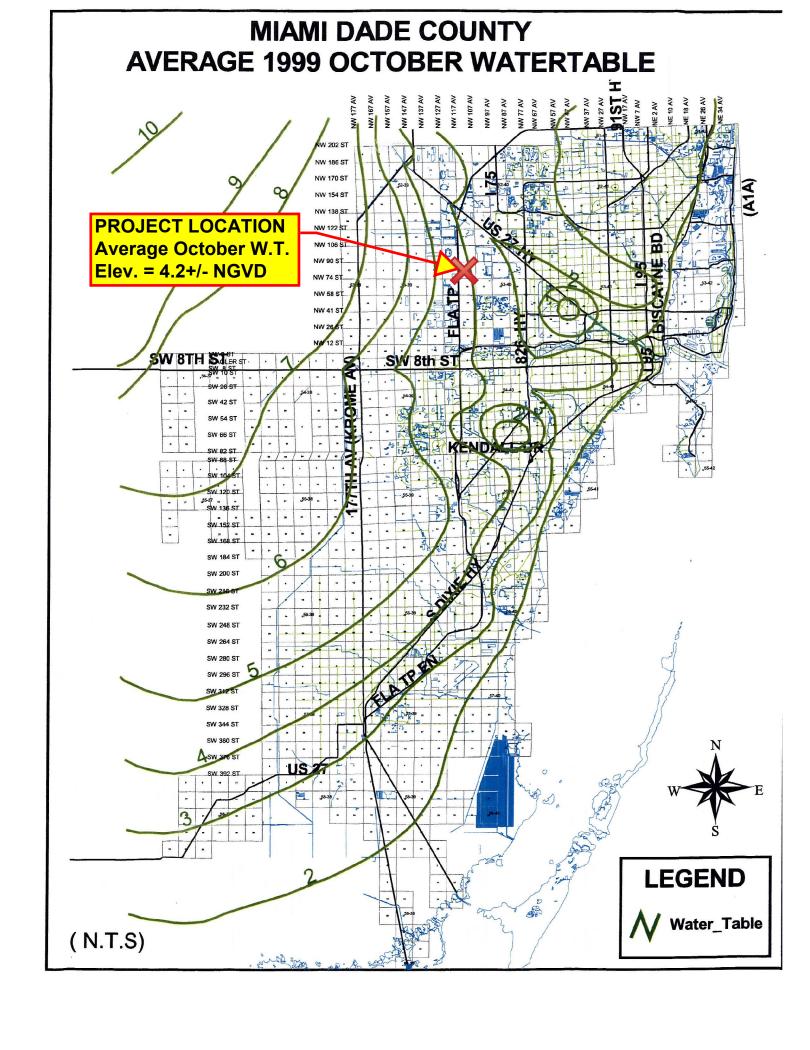
APPENDIX A-2

DRAINAGE AREAS MAP



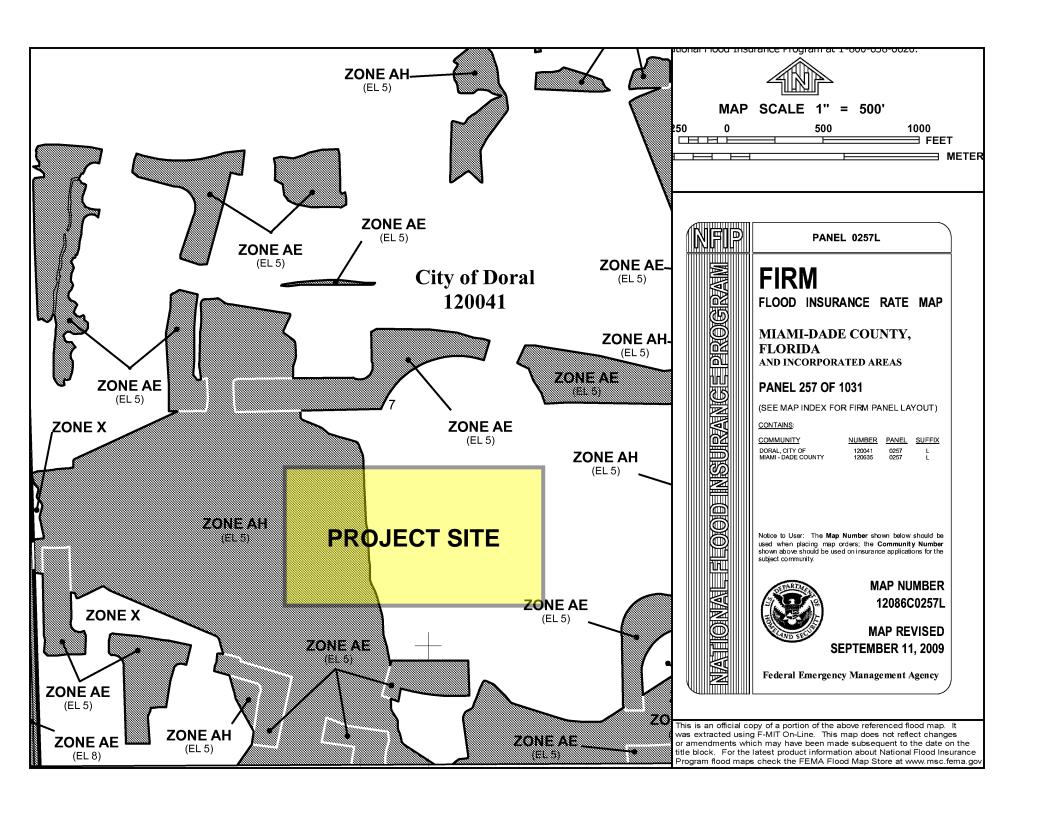


APPENDIX A-3 AVERAGE OCTOBER GROUND WATER LEVEL



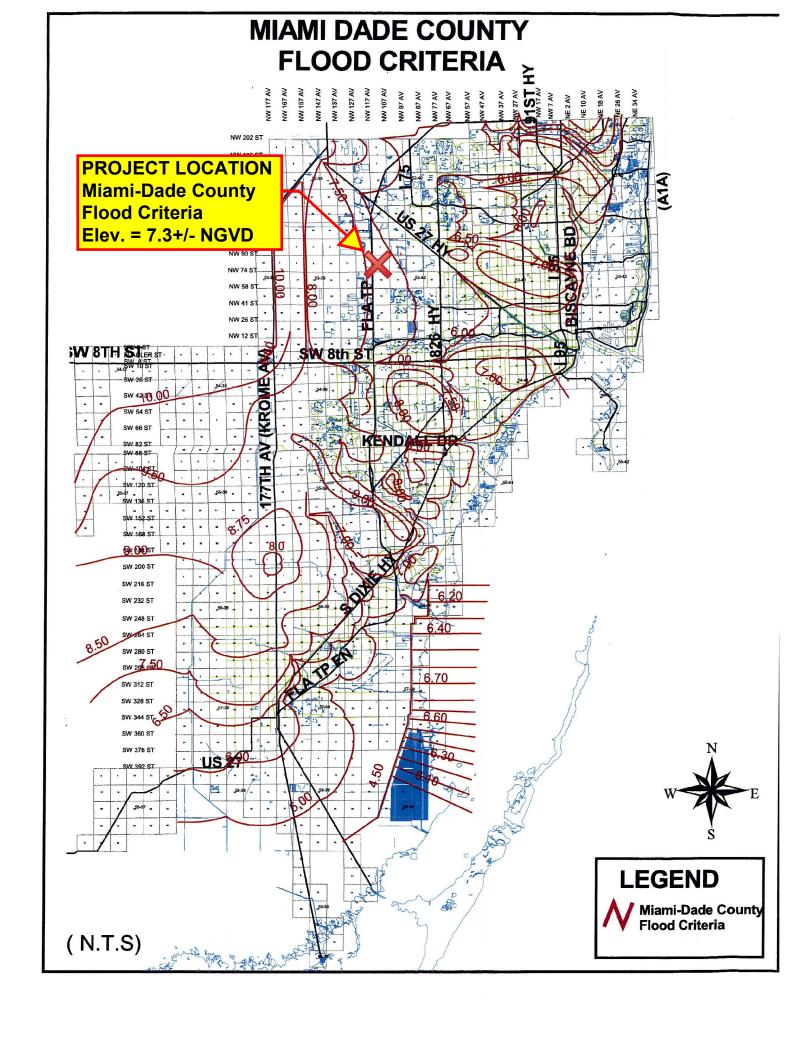


APPENDIX A-4 FIRM FLOOD INSURANCE RATE MAP





APPENDIX A-5 MIAMI-DADE COUNTY FLOOD CRITERIA MAP





APPENDIX A-6

RAINFALL MAPS

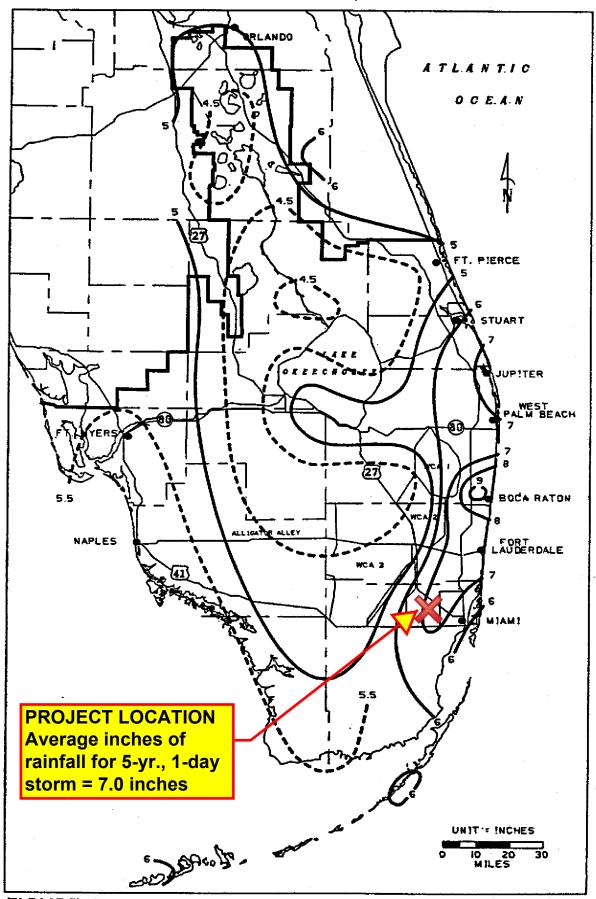


FIGURE C-3. 1-DAY RAINFALL: 5-YEAR RETURN PERIOD

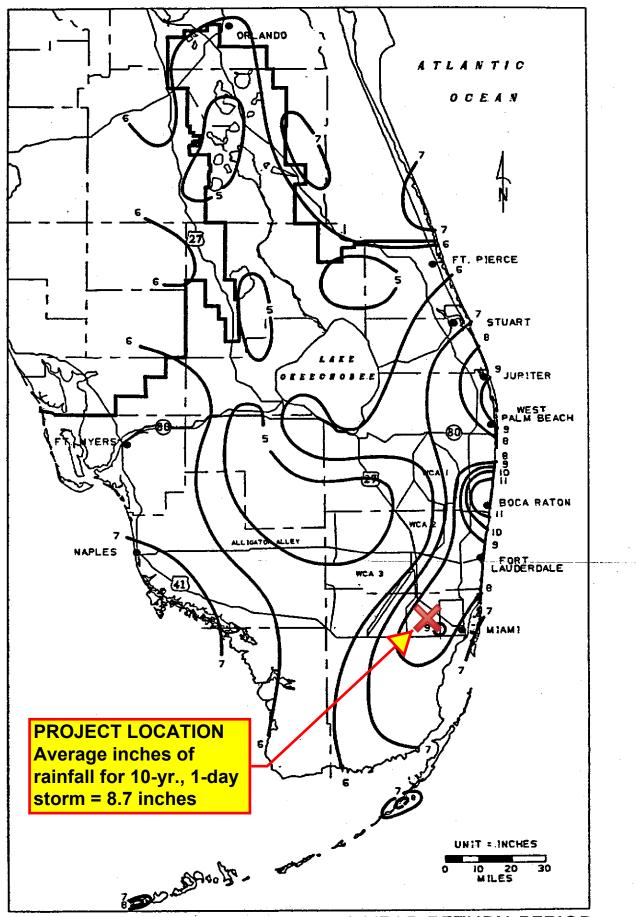


FIGURE C-4. 1-DAY RAINFALL: 10-YEAR RETURN PERIOD

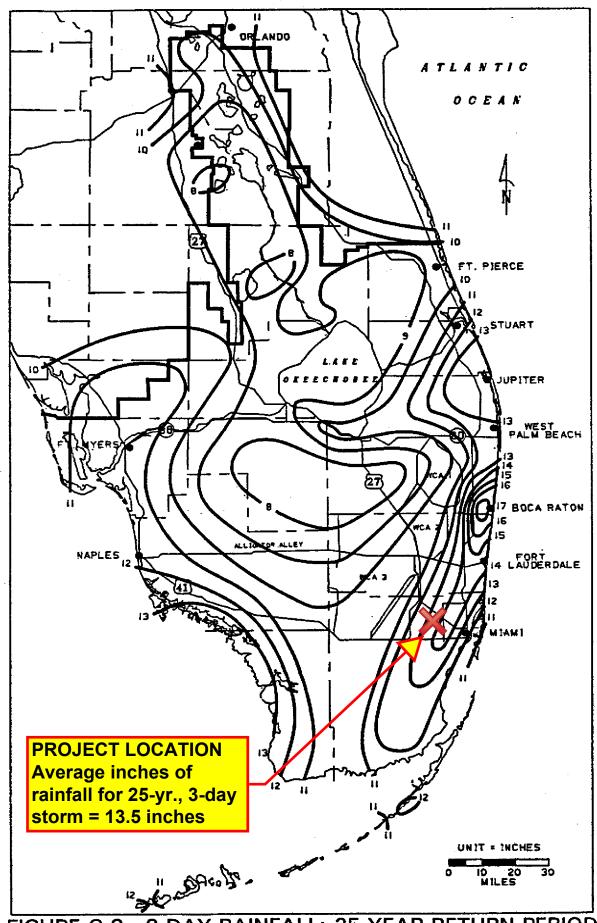


FIGURE C-8. 3-DAY RAINFALL: 25-YEAR RETURN PERIOD

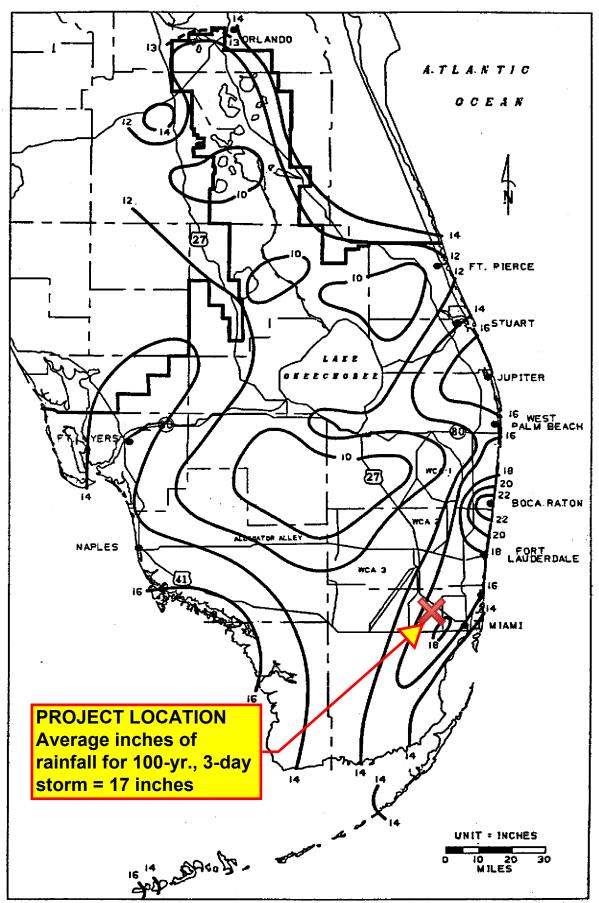


FIGURE C-9. 3-DAY RAINFALL: 100-YEAR RETURN PERIOD



APPENDIX B: DRAINAGE CALCULATIONS



West Site

Reviewer: Juan Jimenez, P.E. Project Number: 043620000

Period Begin: Jan 01, 2014;0000 hr End: Jan 05, 2014;0400 hr Duration: 100 hr

Time Step: 0.2 hr, Iterations: 10

Basin 1: Site W

Method: Santa Barbara Unit Hydrograph Rainfall Distribution: SFWMD - 24 hr

Design Frequency: 5 year 1 Day Rainfall: 7 inches

Area: 6.28 acres

Ground Storage: 8 inches

Time of Concentration: 0.17 hours

Initial Stage: 4.2 ft NGVD

Stage	Storage
(ft NGVD)	(acre-ft)
4.00 4.50 5.00 5.50 6.00 6.50 7.00 7.50 8.00 8.75 9.00 9.50 9.75 10.00 10.50 11.00	0.00 0.00 0.00 0.13 0.34 0.55 1.12 2.59 4.94 7.64 9.02 10.41 13.20 14.60 15.99 18.78 21.57 24.36
12.00	27.15
12.50	29.94
13.00	32.73

STRUCTURE MAXIMUM AND MINIMUM DISCHARGES

Struc Max (cfs) Time (hr) Min (cfs) Time (hr)

Struc Max (CIS) Time (III) MIN (CIS) Time (III)

BASIN MAXIMUM AND MINIMUM STAGES

Basin Max (ft) Time (hr) Min (ft) Time (hr)

Site W 7.01 25.60 4.00 0.20

	Total	Structure	Structure	Initial	Final				
Basin	Runoff	Inflow	Outflow	Storage	Storage	Residual			
Site W	1.14	0.00	0.00	0.00	1.14	0.00			

```
114Ave-W_5yr24h_Lake.txt
T1 114th Avenue Park - West Side
Т2
T3 043620000
T4 Juan Jimenez, P.E.
JO 10 1.00000
DT 0.200000
TIME WINDOW
  01JAN2014 0000 05JAN2014 0400
BASIN Site W
  RUNOFF SBUH 0.00980936 8.00000 0.170000
  DESIGN RAINFALL 5 1 7.00000
VCAS RAIN_MEAS_PERIOD 1
  INITIAL 4.20000
  VCAS BASIN_STOR
    VCAS PARKING SUBAREA LAND_AREA 1.12700 6.90000 8.40000
    VCAS CONCRETE & WALKWAYS SUBAREA LAND_AREA 0.690000 6.85000 8.20000
    VCAS SPORTS COURT SUBAREA LAND_AREA 0.0480000 8.65000 9.10000
    VCAS DRY DETENTION SUBAREA LAKE_AREA 0.425000 5.20000 VCAS GRASS SUBAREA LAND_AREA 3.29000 6.50000 7.70000 VCAS STAGE 4.00000 4.50000 5.00000 5.50000 6.00000
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  S-V 21
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11.0000 21.5712
    11.5000 24.3612
    12.0000 27.1512
    12.5000 29.9412
    13.0000 32.7312
END
EJ
```

Reviewer: Juan Jimenez, P.E. Project Number: 043620000

Period Begin: Jan 01, 2014;0000 hr End: Jan 05, 2014;0400 hr Duration: 100 hr

Time Step: 0.2 hr, Iterations: 10

Basin 1: Site W

Method: Santa Barbara Unit Hydrograph Rainfall Distribution: SFWMD - 24 hr

Design Frequency: 10 year 1 Day Rainfall: 8.7 inches

Area: 6.28 acres

Ground Storage: 8 inches

Time of Concentration: 0.17 hours

Initial Stage: 4.2 ft NGVD

Stage	Storage
(ft NGVD)	(acre-ft)
4.00	0.00
4.50	0.00
5.00	0.00
5.50	0.13
6.00	0.34
6.50	0.55
7.00	1.12
7.50	2.59
8.00	4.94
8.50	7.64
8.75	9.02
9.00	10.41
9.50	13.20
9.75	14.60
10.00	15.99
10.50	18.78
11.00	21.57
11.50	24.36
12.00	27.15
12.50	29.94
13.00	32.73

STRUCTURE MAXIMUM AND MINIMUM DISCHARGES

Struc Max (cfs) Time (hr) Min (cfs) Time (hr)

BASIN MAXIMUM AND MINIMUM STAGES

Basin Max (ft) Time (hr) Min (ft) Time (hr)

Site W 7.21 25.80 4.00 0.20

	Total	Structure	Structure	Initial	Final				
Basin	Runoff	Inflow	Outflow	Storage	Storage	Residual			
Site W	1.75	0.00	0.00	0.00	1.75	0.00			

```
114Ave-W_10yr24h_Lake.txt
T1 114th Avenue Park - West Side
Т2
T3 043620000
T4 Juan Jimenez, P.E.
JO 10 1.00000
DT 0.200000
TIME WINDOW
  01JAN2014 0000 05JAN2014 0400
BASIN Site W
  RUNOFF SBUH 0.00980936 8.00000 0.170000
  DESIGN RAINFALL 10 1 8.70000
VCAS RAIN_MEAS_PERIOD 1
  INITIAL 4.20000
  VCAS BASIN_STOR
    VCAS PARKING SUBAREA LAND_AREA 1.12700 6.90000 8.40000
    VCAS CONCRETE & WALKWAYS SUBAREA LAND_AREA 0.690000 6.85000 8.20000
    VCAS SPORTS COURTS SUBAREA LAND_AREA 0.0480000 8.65000 9.10000
    VCAS DRY DETENTION SUBAREA LAKE_AREA 0.425000 5.20000 VCAS GRASS SUBAREA LAND_AREA 3.29000 6.50000 7.70000 VCAS STAGE 4.00000 4.50000 5.00000 5.50000 6.00000
    VCAS STAGE 6.50000 7.00000 7.50000 8.00000 8.50000
    VCAS STAGE 8.75000 9.00000 9.50000 9.75000 10.0000
    VCAS STAGE 10.5000 11.0000 11.5000 12.0000 12.5000
    VCAS STAGE 13.0000
  S-V 21
    4.00000 0.000000
    4.50000 0.000000
    5.00000 0.000000
    5.50000 0.127500
    6.00000 0.340000
    6.50000 0.552500
    7.00000 1.11721
    7.50000 2.59155
    8.00000 4.94353
    8.50000 7.63920
    8.75000 9.02273
    9.00000 10.4117
    9.50000 13.2012
    9.75000 14.5962
10.0000 15.9912
10.5000 18.7812
11.0000 21.5712
    11.5000 24.3612
    12.0000 27.1512
    12.5000 29.9412
    13.0000 32.7312
END
EJ
```

Reviewer: Juan Jimenez, P.E. Project Number: 043620000

Period Begin: Jan 01, 2014;0000 hr End: Jan 05, 2014;0400 hr Duration: 100 hr

Time Step: 0.2 hr, Iterations: 10

Basin 1: Site W

Method: Santa Barbara Unit Hydrograph Rainfall Distribution: SFWMD - 3day

Design Frequency: 25 year 3 Day Rainfall: 13.5 inches

Area: 6.28 acres

Ground Storage: 8 inches

Time of Concentration: 0.17 hours

Initial Stage: 4.2 ft NGVD

Stage	Storage
(ft NGVD)	(acre-ft)
4.00 4.50 5.00 5.50 6.00 6.50 7.00 7.50 8.00 8.50 8.75 9.00 9.50 9.75 10.00 10.50 11.00 11.50	0.00 0.00 0.00 0.13 0.34 0.55 1.12 2.59 4.94 7.64 9.02 10.41 13.20 14.60 15.99 18.78 21.57 24.36 27.15
12.50	29.94
13.00	32.73

STRUCTURE MAXIMUM AND MINIMUM DISCHARGES

Struc Max (cfs) Time (hr) Min (cfs) Time (hr)

BASIN MAXIMUM AND MINIMUM STAGES

Basin Max (ft) Time (hr) Min (ft) Time (hr)

Site W 7.74 73.80 4.00 0.20

	Total	Structure	Structure	Initial	Final				
Basin	asin Runoff Inflow		Outflow	Storage	Storage	Residual			
Site W	3.72	0.00	0.00	0.00	3.72	0.00			

```
114Ave-W_25yr72h_lake.txt
T1 114th Avenue Park - West Side
Т2
T3 043620000
T4 Juan Jimenez, P.E.
JO 10 1.00000
DT 0.200000
TIME WINDOW
  01JAN2014 0000 05JAN2014 0400
BASIN Site W
  RUNOFF SBUH 0.00980936 8.00000 0.170000
DESIGN RAINFALL 25 3 9.93377 VCAS RAIN_MEAS_PERIOD 3
  INITIAL 4.20000
  VCAS BASIN_STOR
    VCAS PARKING SUBAREA LAND_AREA 1.12700 6.90000 8.40000
    VCAS CONCRETE & WALKWAYS SUBAREA LAND_AREA 0.690000 6.85000 8.20000
    VCAS SPORTS COURTS SUBAREA LAND_AREA 0.0480000 8.65000 9.10000
    VCAS DRY DETENTION SUBAREA LAKE_AREA 0.425000 5.20000 VCAS GRASS SUBAREA LAND_AREA 3.29000 6.50000 7.70000 VCAS STAGE 4.00000 4.50000 5.00000 5.50000 6.00000
    VCAS STAGE 6.50000 7.00000 7.50000 8.00000 8.50000
    VCAS STAGE 8.75000 9.00000 9.50000 9.75000 10.0000
    VCAS STAGE 10.5000 11.0000 11.5000 12.0000 12.5000
    VCAS STAGE 13.0000
  S-V 21
    4.00000 0.000000
    4.50000 0.000000
    5.00000 0.000000
    5.50000 0.127500
    6.00000 0.340000
    6.50000 0.552500
    7.00000 1.11721
    7.50000 2.59155
    8.00000 4.94353
    8.50000 7.63920
    8.75000 9.02273
    9.00000 10.4117
    9.50000 13.2012
    9.75000 14.5962
10.0000 15.9912
10.5000 18.7812
11.0000 21.5712
    11.5000 24.3612
    12.0000 27.1512
    12.5000 29.9412
    13.0000 32.7312
END
EJ
```

Reviewer: Juan Jimenez, P.E. Project Number: 043620000

Period Begin: Jan 01, 2014;0000 hr End: Jan 05, 2014;0400 hr Duration: 100 hr

Time Step: 0.2 hr, Iterations: 10

Basin 1: Site W

Method: Santa Barbara Unit Hydrograph Rainfall Distribution: SFWMD - 3day

Design Frequency: 100 year 3 Day Rainfall: 17 inches

Area: 6.28 acres

Ground Storage: 8 inches

Time of Concentration: 0.17 hours

Initial Stage: 4.2 ft NGVD

Stage	Storage
(ft NGVD)	(acre-ft)
4.00 4.50 5.00 5.50 6.00 6.50 7.00 7.50 8.00 8.50 8.75 9.00 9.50 9.75 10.00 11.00 11.50 12.00	0.00 0.00 0.00 0.13 0.34 0.55 1.12 2.59 4.94 7.64 9.02 10.41 13.20 14.60 15.99 18.78 21.57 24.36 27.15
12.50	29.94
13.00	32.73

STRUCTURE MAXIMUM AND MINIMUM DISCHARGES

Struc Max (cfs) Time (hr) Min (cfs) Time (hr)

BASIN MAXIMUM AND MINIMUM STAGES

=========		=======		========
Basi	n Max (ft)	Time (hr)	Min (ft)	Time (hr)
=========	=========	========		========
Site	W 8.07	73.80	4.00	0.20

	Total	Structure	Structure	Initial	Final				
Basin	Runoff	Inflow	Outflow	Storage	Storage	Residual			
Site W	5.30	0.00	0.00	0.00	5.30	0.00			

```
114Ave-W_100yr72h_lake
T1 114th Avenue Park - West Side
Т2
T3 043620000
T4 Juan Jimenez, P.E.
JO 10 1.00000
DT 0.200000
TIME WINDOW
  01JAN2014 0000 05JAN2014 0400
BASIN Site W
  RUNOFF SBUH 0.00980936 8.00000 0.170000 DESIGN RAINFALL 100 3 12.5092
VCAS RAIN_MEAS_PERIOD 3
  INITIAL 4.20000
  VCAS BASIN_STOR
     VCAS PARKING SUBAREA LAND_AREA 1.12700 6.90000 8.40000
    VCAS CONCRETE & WALKWAYS SUBAREA LAND_AREA 0.690000 6.85000 8.20000
     VCAS SPORTS COURTS SUBAREA LAND_AREA 0.0480000 8.65000 9.10000
    VCAS DRY RETENTION SUBAREA LAKE_AREA 0.425000 5.20000 VCAS GRASS SUBAREA LAND_AREA 3.29000 6.50000 7.70000 VCAS STAGE 4.00000 4.50000 5.00000 5.50000 6.00000
     VCAS STAGE 6.50000 7.00000 7.50000 8.00000 8.50000
     VCAS STAGE 8.75000 9.00000 9.50000 9.75000 10.0000
     VCAS STAGE 10.5000 11.0000 11.5000 12.0000 12.5000
     VCAS STAGE 13.0000
  S-V 21
     4.00000 0.000000
     4.50000 0.000000
     5.00000 0.000000
     5.50000 0.127500
     6.00000 0.340000
     6.50000 0.552500
     7.00000 1.11721
     7.50000 2.59155
     8.00000 4.94353
     8.50000 7.63920
     8.75000 9.02273
     9.00000 10.4117
     9.50000 13.2012
    9.75000 14.5962
10.0000 15.9912
10.5000 18.7812
11.0000 21.5712
     11.5000 24.3612
     12.0000 27.1512
     12.5000 29.9412
     13.0000 32.7312
END
EJ
```

114th Avenue Park - NW Basin

WATER QUALITY CALCULATIONS

Total Drainage Area = (% IMP.= 3.52 acres. 78.4% Building Area = 0.69 acres. Impervious Area = 2.07 (C = 0.9 acres. Pervious Area = 0.76 acres. (C = 0.3 Weighted C = 0.77 Contributing Area (CA) = 2.71

Lowest Grade Elev. for Prop. Exfil. Trench = 7.00 ft. NGVD.

Lowest Existing Grate Elevation = n/a ft. NGVD.

Proposed Exfiltration Trench:

Depth of Trench = feet below grade 15 Top of trench elevation = 5.65 ft. NGVD. GWT = 4.20 ft. NGVD. Top of Pipe = 4.646 ft. NGVD. Pipe Diameter = 15 inches Pipe Inv. Elevation = 3.40 ft. NGVD. Bottom of trench elevation = -8.00 ft. NGVD. Width = 4.00 feet. Weir Elevation = n/a ft. NGVD.

Weighted k = 1.64E-03 cfs/sf-ft of head.

Safety Factor = 2
DESIGN STORM FREQUENCY (YEARS): 5
MINIMUM TIME OF CONCENTRATION (MINUTES) 10.20

BASIN DESIGN INFORMATION per DERM

TOTAL DRAINAGE AREA = 1.425 hectares or 3.520 acres. TOTAL IMPERVIOUS DRAINAGE AREA = 0.838 hectares or 2.070 acres. IMPERVIOUS RUNOFF COEFFICIENT = 0.90 TOTAL PERVIOUS DRAINAGE AREA = 0.587 hectares or 1.450 acres. PERVIOUS RUNOFF COEFFICIENT = 0.30 SUB-BASIN DRAINAGE AREA = 1.425 hectares or 3.520 acres. SUB-BASIN IMPERVIOUS DRAINAGE AREA = 0.838 hectares or 2.070 acres. IMPERVIOUS RUNOFF COEFFICIENT = 0.90 SUB-BASIN PERVIOUS DRAINAGE AREA = 0.587 1.450 hectares or acres. PERVIOUS RUNOFF COEFFICIENT = 0.30 SUB-BASIN TIME OF CONCENTRATION = 10.00 minutes DESIGN STORM FREQUENCY = 5 years

114th Avenue Park - NW Basin

WATER QUALITY CALCULATIONS per DERM CRITERIA

SUB-BASIN TIME OF CONCENTRATION = 10.00 minutes
SUB-BASIN TIME FOR FIRST INCH OF RUNOFF = 16.97 minutes
REQUIRED WATER QUALITY TREATMENT TIME = 26.97 minutes

Required treatment volume V _{trmt} =	493.782	cu. meters or	17,438 cu. ft.
Required treatment volume V _{trmt} =	0.049	hectare-meters or	0.400 acft.

WATER QUALITY CALCULATIONS per SFWMD Criteria

1" Run-off volume X total project area = **0.293** ac-ft 2.5" Run-off X impervious(%) X total project area = **0.575** ac-ft

Required treatment volume V _{trmt} =	709.256	cu. meters or	25,047 cu. ft.
Required treatment volume V _{trmt} =	0.071	hectare-meters or	0.575 acft.

TYPICAL EXFILTRATION TRENCH DESIGN by DERM

Required Trench Length (L) = $V / [k / SF x (2H_2D_u - D_u^2 + 2H_2D_s) + (1.39 x 10^4) x (WD_u + PS)]$

V = Treatment Vol. - Capacity of Exist. Trench (ac-in)

k = Weighted Hyd. Conductivity (cfs/sf - ft)

H2 = Depth to the Water Table (ft)

W = Trench width (ft)

Du = Non-Saturated Trench Depth (ft)

Ds = Saturated Trench Depth (ft)

SF = Safety Factor

PS = Pipe Storage (ft.^3)

Treatment Volume = 0.071 ha-m or 0.575 ac-ft

Treatment Volume = 6.900 ac-in.

k = 1.64E-03 cfs/sf-ft

H2 = 2.80 ft.

W = 4.00 ft.

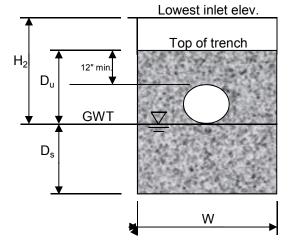
Du = **1.45** ft.

Ds = 12.20 ft.

SF = 2.00

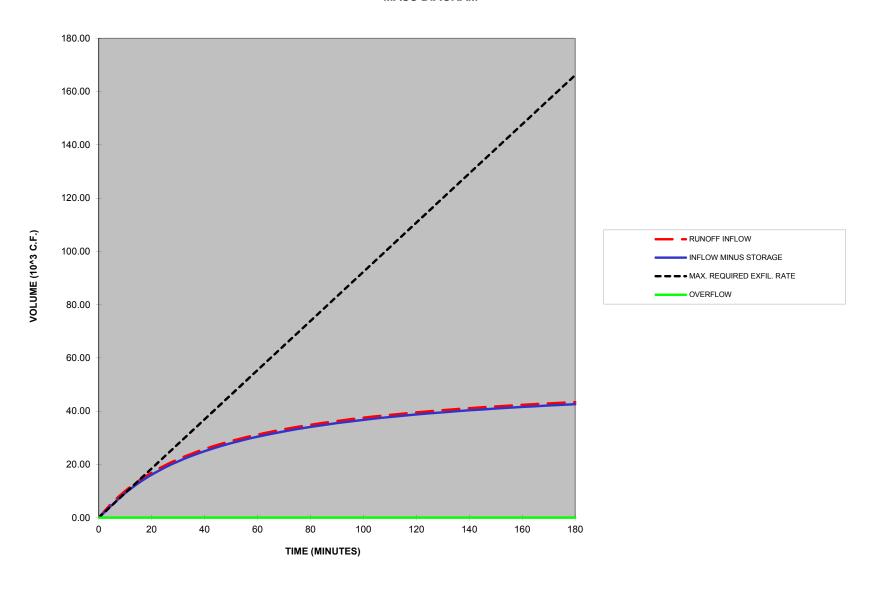
L Required = 111.64 feet

PROVIDED LENGTH = 260 feet





MASS DIAGRAM





	MAXI	MUM OV	ERFLO	W RATE =	0.00	CFS							
TIME (MIN.)	CA	RAINFALL INTENSITY (in./hr.)	INFLOW RATE (CFS)	INFLOW VOLUME (ft ³)	EXIST. F.D. CAPACITY (ft ³)	ADJUSTED INFLOW VOLUME (10 ³ CF)	PROPOSED F.D. STORAGE (ft ³)	EXCESS RUNOFF (10 ³ CF)	REQUIRED EXFIL. RATE (CFS)	MAXIMUM REQUIRED EXFIL. VOLUME (10 ³ CF)	ACTUAL EXFIL. VOLUME (10 ³ CF)	OVERFLOW VOLUME (10 ³ CF)	OVERFLOW RATE (CFS)
0	2.712	0.00	0.00	0.00	0.000	0.00	802.89	0.00	0.00	0.00	0.00	0.00	0.00
5	2.712	6.80	18.44	5533.06	0.000	5.53	802.89	4.73	0.00	4.62	4.75	0.00	0.00
10	2.712	6.17	16.73	10037.58	0.000	10.04	802.89	9.23	15.39	9.23	9.51	0.00	0.00
15	2.712	5.64	15.31	13775.95	0.000	13.78	802.89	12.97	14.41	13.85	14.26	0.00	0.00
20	2.712	5.20	14.11	16928.32	0.000	16.93	802.89	16.13	13.44	18.47	19.02	0.00	0.00
25	2.712	4.82	13.08	19622.47	0.000	19.62	802.89	18.82	12.55	23.09	23.77	0.00	0.00
30	2.712	4.50	12.20	21951.53	0.000	21.95	802.89	21.15	11.75	27.70	28.52	0.00	0.00
35	2.712	4.21	11.42	23985.00	0.000	23.99	802.89	23.18	11.04	32.32	33.28	0.00	0.00
40	2.712	3.96	10.74	25775.80	0.000	25.78	802.89	24.97	10.41	36.94	38.03	0.00	0.00
45	2.712	3.74	10.14	27364.92	0.000	27.36	802.89	26.56	9.84	41.56	42.79	0.00	0.00
50	2.712	3.54	9.59	28784.62	0.000	28.78	802.89	27.98	9.33	46.17	47.54	0.00	0.00
55	2.712	3.36	9.11	30060.62	0.000	30.06	802.89	29.26	8.87	50.79	52.29	0.00	0.00
60	2.712	3.20	8.67	31213.68	0.000	31.21	802.89	30.41	8.45	55.41	57.05	0.00	0.00
65	2.712	3.05	8.27	32260.75	0.000	32.26	802.89	31.46	8.07	60.03	61.80	0.00	0.00
70	2.712	2.92	7.91	33215.82	0.000	33.22	802.89	32.41	7.72	64.64	66.55	0.00	0.00
75	2.712	2.79	7.58	34090.48	0.000	34.09	802.89	33.29	7.40	69.26	71.31	0.00	0.00
80	2.712	2.68	7.27	34894.49	0.000	34.89	802.89	34.09	7.10	73.88	76.06	0.00	0.00
85	2.712	2.58	6.99	35636.08	0.000	35.64	802.89	34.83	6.83	78.49	80.82	0.00	0.00
90	2.712	2.48	6.73	36322.24	0.000	36.32	802.89	35.52	6.58	83.11	85.57	0.00	0.00
95	2.712	2.39	6.48	36958.96	0.000	36.96	802.89	36.16	6.34	87.73	90.32	0.00	0.00
100	2.712	2.31	6.26	37551.40	0.000	37.55	802.89	36.75	6.12	92.35	95.08	0.00	0.00
105	2.712	2.23	6.05	38104.03	0.000	38.10	802.89	37.30	5.92	96.96	99.83	0.00	0.00
110	2.712	2.16	5.85	38620.72	0.000	38.62	802.89	37.82	5.73	101.58	104.59	0.00	0.00
115	2.712	2.09	5.67	39104.88	0.000	39.10	802.89	38.30	5.55	106.20	109.34	0.00	0.00
120	2.712	2.03	5.49	39559.47	0.000	39.56	802.89	38.76	5.38	110.82	114.09	0.00	0.00
125	2.712	1.97	5.33	39987.14	0.000	39.99	802.89	39.18	5.22	115.43	118.85	0.00	0.00
130	2.712	1.91	5.18	40390.19	0.000	40.39	802.89	39.59	5.08	120.05	123.60	0.00	0.00
135	2.712	1.86	5.03	40770.71	0.000	40.77	802.89	39.97	4.93	124.67	128.36	0.00	0.00
140	2.712	1.81	4.90	41130.52	0.000	41.13	802.89	40.33	4.80	129.29	133.11	0.00	0.00
145	2.712	1.76	4.77 4.64	41471.27	0.000	41.47	802.89	40.67	4.67	133.90 138.52	137.86	0.00	0.00 0.00
150	2.712	1.71		41794.44	0.000	41.79	802.89	40.99	4.55		142.62	0.00	
155 160	2.712 2.712	1.67 1.63	4.53 4.42	42101.35 42393.21	0.000 0.000	42.10 42.39	802.89 802.89	41.30 41.59	4.44 4.33	143.14 147.75	147.37 152.12	0.00 0.00	0.00 0.00
160	2.712	1.63	4.42 4.31	42393.21 42671.08	0.000	42.39 42.67	802.89 802.89	41.59 41.87	4.33 4.23	147.75	152.12	0.00	0.00
170	2.712	1.59 1.55	4.31 4.21	42971.08	0.000	42.67 42.94	802.89 802.89	41.87	4.23 4.13	152.37	161.63	0.00	0.00
170	2.712	1.55	4.21 4.11	42935.96	0.000	42.94 43.19	802.89	42.13	4.13	161.61	166.39	0.00	0.00
180	2.712	1.48	4.11	43430.21	0.000	43.19	802.89	42.63	3.95	166.22	171.14	0.00	0.00
100	2.1 12	1.40	4.02	1 3430.21	0.000	45.45	002.09	42.03	ე.ყე	100.22	17 1.14	J 0.00	0.00

114th Avenue Park - SW Basin

WATER QUALITY CALCULATIONS

Total Drainage Area = 2.76 (% IMP.= 20.3% acres. Building Area = 0.03 acres. Impervious Area = 0.53 (C =acres. Pervious Area = 2.20 (C = 0.3 acres. Weighted C = 0.42 Contributing Area (CA) = 1.16 Lowest Grade Elev. for Prop. Exfil. Trench = 7.00 ft. NGVD. Lowest Existing Grate Elevation = n/a ft. NGVD.

Proposed Exfiltration Trench:

Depth of Trench =	15	feet below grade
Top of trench elevation =	5.65	ft. NGVD.
GWT =	4.20	ft. NGVD.
Top of Pipe =	4.65	ft. NGVD.
Pipe Diameter =	15	inches
Pipe Inv. Elevation =	3.40	ft. NGVD.
Bottom of trench elevation =	-8.00	ft. NGVD.
Width =	4.00	feet.
Weir Elevation =	n/a	ft. NGVD.

*Hydraulic conductivity (k) = **1.64E-03** cfs/sf-ft of head.

The hydraulic conductivity value is an average of five percolation tests performed within the property (refer to geotechnical report in Appendix C)

Safety Factor = 2
DESIGN STORM FREQUENCY (YEARS): 5
MINIMUM TIME OF CONCENTRATION (MINUTES): 10.20

BASIN DESIGN INFORMATION per DERM

TOTAL DRAINAGE AREA =	1.117	hectares or	2.760	acres.
TOTAL IMPERVIOUS DRAINAGE AREA = IMPERVIOUS RUNOFF COEFFICIENT =	0.214 0.90	hectares or	0.530	acres.
TOTAL PERVIOUS DRAINAGE AREA = PERVIOUS RUNOFF COEFFICIENT =	0.902 0.30	hectares or	2.230	acres.
SUB-BASIN DRAINAGE AREA =	1.117	hectares or	2.760	acres.
SUB-BASIN IMPERVIOUS DRAINAGE AREA = IMPERVIOUS RUNOFF COEFFICIENT =	0.214 0.90	hectares or	0.530	acres.
SUB-BASIN PERVIOUS DRAINAGE AREA = PERVIOUS RUNOFF COEFFICIENT =	0.902 0.30	hectares or	2.230	acres.
SUB-BASIN TIME OF CONCENTRATION =	10.00	minutes		
DESIGN STORM FREQUENCY =	5	years		

114th Avenue Park - SW Basin

WATER QUALITY CALCULATIONS per DERM CRITERIA

SUB-BASIN TIME OF CONCENTRATION = 10.00 minutes SUB-BASIN TIME FOR FIRST INCH OF RUNOFF = 34.28 minutes REQUIRED WATER QUALITY TREATMENT TIME = 44.28 minutes

Required treatment volume V _{trmt} =	324.850	cu. meters or	11,472 cu. ft.
Required treatment volume V _{trmt} =	0.032	hectare-meters or	0.263 acft.

WATER QUALITY CALCULATIONS per SFWMD Criteria

1" Run-off volume X total project area = **0.230** ac-ft 2.5" Run-off X impervious(%) X total project area = **0.117** ac-ft

Required treatment volume V _{trmt} =	283.702	cu. meters or	10,019 cu. ft.
Required treatment volume V _{trmt} =	0.028	hectare-meters or	0.230 acft.

DRY RETENTION VOLUME

Area at Top of Retention = 0.430 ac
Area at Bottom of Retention = 0.240 ac

Lowest Top of Bank, T.O.B. elevation = 6.670 ft. NGVD. (lowered 1 ft for freeboard)

Floor of Retention Area elevation = 5.200 ft. NGVD.

Volume deducted from Exfiltration Trench = 0.492 ac-ft (average area x height)

Or 21,451 ft³

Volume (V_{Qtv}) required to retain 100% runoff from a storm event of 5-year frequency and 24-hour duration:

V_{Qtv} = Contributing Area (CA) x Inches of rainfall (I) for 5-yr., 24-hr. storm

CA = 1.16 acres
I = 7 inches

 $V_{Qty} = 8.148$ ac-in, or 29,577.24 cu. ft.

Volume (V_{Qty Exf.}) required for exfiltration:

 $V_{Qtv Exf.} = 8,126.12$ cu. ft.

Volume $(V_{Qual Exf.})$ to be treated by exfiltration for water quality:

 $V_{Qual Exf.} = 0.263$ ac.-ft., or 11,471.89 cu. ft.

The available dry-retention volume plus exfiltration trench capacity provided for water quality are more than sufficient to handle 100% of the runoff from a storm event of 5-year frequency and 24-hour duration.

114th Avenue Park - SW Basin

TYPICAL EXFILTRATION TRENCH DESIGN by DERM

Required Trench Length (L) = $V / [k / SF \times (2H_2D_u - D_u^2 + 2H_2D_s) + (1.39 \times 10^{-4}) \times (WD_u + PS)]$

V = Treatment Vol. - Capacity of Exist. Trench (ac-in)

k = Weighted Hyd. Conductivity (cfs/sf - ft)

H2 = Depth to the Water Table (ft)

W = Trench width (ft)

Du = Non-Saturated Trench Depth (ft)

Ds = Saturated Trench Depth (ft)

SF = Safety Factor

PS = Pipe Storage (ft.^3)

Treatment Volume = 0.032 ha-m or 0.263 ac-ft

Treatment Volume = 3.160 ac-in. k = 1.64E-03 cfs/sf-ft

H2 = **2.80** ft.

W = **4.00** ft.

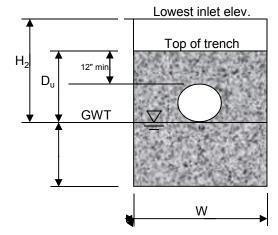
Du = **1.45** ft.

Ds = **12.20** ft.

SF = **2.00**

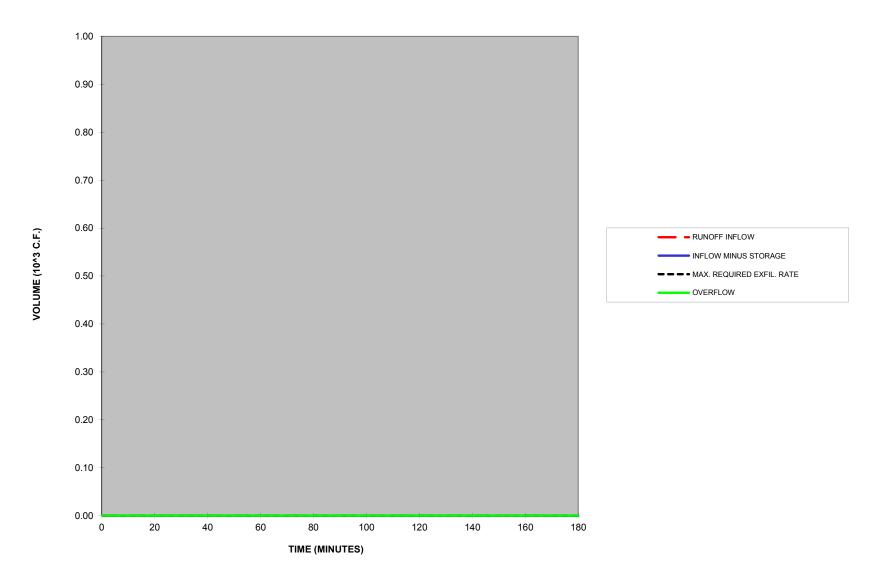
L Required = 51.13 feet

PROVIDED LENGTH = 55 feet





MASS DIAGRAM





	MAXIMUM OVERFLOW RATE = 0.00 CFS												
TIME (MIN.)	CA	RAINFALL INTENSITY (in./hr.)	INFLOW RATE (CFS)	INFLOW VOLUME (ft ³)	PROP. DRY RETENTION (ft ³)	ADJUSTED INFLOW VOLUME (10 ³ CF)	PROPOSED F.D. STORAGE (ft ³)	EXCESS RUNOFF (10 ³ CF)	REQUIRED EXFIL. RATE (CFS)	MAXIMUM REQUIRED EXFIL. VOLUME (10 ³ CF)	ACTUAL EXFIL. VOLUME (10 ³ CF)	OVERFLOW VOLUME (10 ³ CF)	OVERFLOW RATE (CFS)
0	1.164	0.00	0.00	0.00	21451.122	0.00	169.84	0.00	0.00	0.00	0.00	0.00	0.00
5	1.164	6.80	7.92	2374.81	21451.122	0.00	169.84	0.00	0.00	0.00	1.01	0.00	0.00
10	1.164	6.17	7.18	4308.16	21451.122	0.00	169.84	0.00	0.00	0.00	2.01	0.00	0.00
15	1.164	5.64	6.57	5912.69	21451.122	0.00	169.84	0.00	0.00	0.00	3.02	0.00	0.00
20	1.164	5.20	6.05	7265.70	21451.122	0.00	169.84	0.00	0.00	0.00	4.02	0.00	0.00
25	1.164	4.82	5.61	8422.03	21451.122	0.00	169.84	0.00	0.00	0.00	5.03	0.00	0.00
30	1.164	4.50	5.23	9421.67	21451.122	0.00	169.84	0.00	0.00	0.00	6.03	0.00	0.00
35	1.164	4.21	4.90	10294.45	21451.122	0.00	169.84	0.00	0.00	0.00	7.04	0.00	0.00
40	1.164	3.96	4.61	11063.07	21451.122	0.00	169.84	0.00	0.00	0.00	8.05	0.00	0.00
45	1.164	3.74	4.35	11745.12	21451.122	0.00	169.84	0.00	0.00	0.00	9.05	0.00	0.00
50	1.164	3.54	4.12	12354.46	21451.122	0.00	169.84	0.00	0.00	0.00	10.06	0.00	0.00
55	1.164	3.36	3.91	12902.12	21451.122	0.00	169.84	0.00	0.00	0.00	11.06	0.00	0.00
60	1.164	3.20	3.72	13397.02	21451.122	0.00	169.84	0.00	0.00	0.00	12.07	0.00	0.00
65	1.164	3.05	3.55	13846.43	21451.122	0.00	169.84	0.00	0.00	0.00	13.07	0.00	0.00
70	1.164	2.92	3.39	14256.35	21451.122	0.00	169.84	0.00	0.00	0.00	14.08	0.00	0.00
75	1.164	2.79	3.25	14631.76	21451.122	0.00	169.84	0.00	0.00	0.00	15.08	0.00	0.00
80	1.164	2.68	3.12	14976.84	21451.122	0.00	169.84	0.00	0.00	0.00	16.09	0.00	0.00
85	1.164	2.58	3.00	15295.13	21451.122	0.00	169.84	0.00	0.00	0.00	17.10	0.00	0.00
90	1.164	2.48	2.89	15589.63	21451.122	0.00	169.84	0.00	0.00	0.00	18.10	0.00	0.00
95	1.164	2.39	2.78	15862.92	21451.122	0.00	169.84	0.00	0.00	0.00	19.11	0.00	0.00
100	1.164	2.31	2.69	16117.19	21451.122	0.00	169.84	0.00	0.00	0.00	20.11	0.00	0.00
105	1.164	2.23	2.60	16354.38	21451.122	0.00	169.84	0.00	0.00	0.00	21.12	0.00	0.00
110	1.164	2.16	2.51	16576.15	21451.122	0.00	169.84	0.00	0.00	0.00	22.12	0.00	0.00
115	1.164	2.09	2.43	16783.95	21451.122	0.00	169.84	0.00	0.00	0.00	23.13	0.00	0.00
120	1.164	2.03	2.36	16979.07	21451.122	0.00	169.84	0.00	0.00	0.00	24.14	0.00	0.00
125	1.164	1.97	2.29	17162.62	21451.122	0.00	169.84	0.00	0.00	0.00	25.14	0.00	0.00
130	1.164	1.91	2.22	17335.61	21451.122	0.00	169.84	0.00	0.00	0.00	26.15	0.00	0.00
135	1.164	1.86	2.16	17498.93	21451.122	0.00	169.84	0.00	0.00	0.00	27.15	0.00	0.00
140	1.164	1.81	2.10	17653.36	21451.122	0.00	169.84	0.00	0.00	0.00	28.16	0.00	0.00
145	1.164	1.76	2.05	17799.62	21451.122	0.00	169.84	0.00	0.00	0.00	29.16	0.00	0.00
150	1.164	1.71	1.99	17938.32	21451.122	0.00	169.84	0.00	0.00	0.00	30.17	0.00	0.00
155	1.164	1.67	1.94	18070.05	21451.122	0.00	169.84	0.00	0.00	0.00	31.17	0.00	0.00
160	1.164	1.63	1.90	18195.31	21451.122	0.00	169.84	0.00	0.00	0.00	32.18	0.00	0.00
165	1.164	1.59	1.85	18314.58	21451.122	0.00	169.84	0.00	0.00	0.00	33.19	0.00	0.00
170	1.164	1.55	1.81	18428.27	21451.122	0.00	169.84	0.00	0.00	0.00	34.19	0.00	0.00
175	1.164	1.52	1.77	18536.76	21451.122	0.00	169.84	0.00	0.00	0.00	35.20	0.00	0.00
180	1.164	1.48	1.73	18640.40	21451.122	0.00	169.84	0.00	0.00	0.00	36.20	0.00	0.00



East Site

Reviewer: Juan Jimenez, P.E. Project Number: 043620000

Period Begin: Jan 01, 2014;0000 hr End: Jan 05, 2014;0400 hr Duration: 100 hr

Time Step: 0.2 hr, Iterations: 10

Basin 1: Site E

Method: Santa Barbara Unit Hydrograph Rainfall Distribution: SFWMD - 24 hr

Design Frequency: 5 year 1 Day Rainfall: 8.7 inches

Area: 10.78 acres

Ground Storage: 8 inches

Time of Concentration: 0.17 hours

Initial Stage: 4.2 ft NGVD

Stage	Storage
(ft NGVD)	(acre-ft)
4.00 4.50 5.00 5.50 6.00 6.50 7.00 7.50 8.00 8.50 8.75 9.00 9.50 9.75 10.00 10.50 11.00 11.50	0.00 0.00 0.00 0.16 0.44 0.71 1.13 2.24 4.56 8.23 10.51 12.98 18.18 20.87 23.55 28.91 34.28 39.64 45.01
12.50	50.37
13.00	55.74

STRUCTURE MAXIMUM AND MINIMUM DISCHARGES

Struc Max (cfs) Time (hr) Min (cfs) Time (hr)

Struc Max (CIS) Time (III) MIN (CIS) Time (III)

BASIN MAXIMUM AND MINIMUM STAGES

=========	========			========
Basi	n Max (ft	t) Time (hr)	Min (ft)	Time (hr)
=========	=========			========
Site	E 7.6	25.60	4.00	0.20

	Total	Structure	Structure	Initial	Final		
Basin	Runoff	Inflow	Outflow	Storage	Storage	Residual	
=========							
Site E	3.00	0.00	0.00	0.00	3.00	0.00	

```
114Ave-E_5yr24hr_LAKE.txt
T1 114th Avenue Park - East Side
Т2
T3 043620000
T4 Juan Jimenez, P.E.
JO 10 1.00000
DT 0.200000
TIME WINDOW
  01JAN2014 0000 05JAN2014 0400
BASIN Site E
  RUNOFF SBUH 0.0168384 8.00000 0.170000
  DESIGN RAINFALL 5 1 8.70000
VCAS RAIN_MEAS_PERIOD 1
  INITIAL 4.20000
  VCAS BASIN_STOR
     VCAS PARKING SUBAREA LAND_AREA 0.830000 6.85000 8.00000
     VCAS CONCRETE & WALKWAYS SUBAREA LAND_AREA 1.16000 6.80000 9.45000
    VCAS SPORTS COURTS SUBAREA LAND_AREA 1.17000 8.25000 9.50000 VCAS TURF SUBAREA LAND_AREA 2.78000 7.40000 8.50000 VCAS DRY DETENTION SUBAREA LAKE_AREA 0.550000 5.20000 VCAS GRASS SUBAREA LAND_AREA 4.24000 6.65000 8.83000 VCAS GRASS SUBAREA LAND_AREA 4.24000 6.65000 8.83000
     VCAS STAGE 4.00000 4.50000 5.00000 5.50000 6.00000
     VCAS STAGE 6.50000 7.00000 7.50000 8.00000 8.50000
     VCAS STAGE 8.75000 9.00000 9.50000 9.75000 10.0000
     VCAS STAGE 10.5000 11.0000 11.5000 12.0000 12.5000
     VCAS STAGE 13.0000
  S-V 21
     4.00000 0.000000
     4.50000 0.000000
     5.00000 0.000000
     5.50000 0.165000
     6.00000 0.440000
     6.50000 0.715000
     7.00000 1.12600
     7.50000 2.23996
     8.00000 4.55967
     8.50000 8.22633
     8.75000 10.5141
     9.00000 12.9812
     9.50000 18.1849
9.75000 20.8674
10.0000 23.5499
     10.5000 28.9149
     11.0000 34.2799
     11.5000 39.6449
     12.0000 45.0099
     12.5000 50.3749
     13.0000 55.7399
END
E.J
```

Reviewer: Juan Jimenez, P.E. Project Number: 043620000

Period Begin: Jan 01, 2014;0000 hr End: Jan 05, 2014;0400 hr Duration: 100 hr

Time Step: 0.2 hr, Iterations: 10

Basin 1: Site E

Method: Santa Barbara Unit Hydrograph Rainfall Distribution: SFWMD - 24 hr

Design Frequency: 10 year 1 Day Rainfall: 8.7 inches

Area: 10.78 acres

Ground Storage: 8 inches

Time of Concentration: 0.17 hours

Initial Stage: 4.2 ft NGVD

Stage	Storage
(ft NGVD)	(acre-ft)
4.00 4.50 5.00 5.50 6.00 6.50 7.00 7.50 8.00 8.75 9.00 9.50 9.75 10.00 10.50 11.00	0.00 0.00 0.00 0.16 0.44 0.71 1.13 2.24 4.56 8.23 10.51 12.98 18.18 20.87 23.55 28.91 34.28 39.64
12.00	45.01
12.50	50.37
13.00	55.74

STRUCTURE MAXIMUM AND MINIMUM DISCHARGES

Struc Max (cfs) Time (hr) Min (cfs) Time (hr)

BASIN MAXIMUM AND MINIMUM STAGES

Basin Max (ft) Time (hr) Min (ft) Time (hr)

Site E 7.66 25.60 4.00 0.20

	Total	Structure	Structure	Initial	Final			
Basin	Runoff	Inflow	Outflow	Storage	Storage	Residual		
Site E	3.00	0.00	0.00	0.00	3.00	0.00		

```
114Ave-E_10yr24hr_LAKE.txt
T1 114th Avenue Park - East Side
Т2
T3 043620000
T4 Juan Jimenez, P.E.
JO 10 1.00000
DT 0.200000
TIME WINDOW
  01JAN2014 0000 05JAN2014 0400
BASIN Site E
  RUNOFF SBUH 0.0168384 8.00000 0.170000
  DESIGN RAINFALL 10 1 8.70000
VCAS RAIN_MEAS_PERIOD 1
  INITIAL 4.20000
  VCAS BASIN_STOR
     VCAS PARKING SUBAREA LAND_AREA 0.830000 6.85000 8.00000
     VCAS CONCRETE & WALKWAYS SUBAREA LAND_AREA 1.16000 6.80000 9.45000
    VCAS SPORTS COURTS SUBAREA LAND_AREA 1.17000 8.25000 9.50000 VCAS TURF SUBAREA LAND_AREA 2.78000 7.40000 8.50000 VCAS DRY DETENTION SUBAREA LAKE_AREA 0.550000 5.20000 VCAS GRASS SUBAREA LAND_AREA 4.24000 6.65000 8.83000 VCAS GRASS SUBAREA LAND_AREA 4.24000 6.65000 8.83000
     VCAS STAGE 4.00000 4.50000 5.00000 5.50000 6.00000
     VCAS STAGE 6.50000 7.00000 7.50000 8.00000 8.50000
     VCAS STAGE 8.75000 9.00000 9.50000 9.75000 10.0000
     VCAS STAGE 10.5000 11.0000 11.5000 12.0000 12.5000
     VCAS STAGE 13.0000
  S-V 21
     4.00000 0.000000
     4.50000 0.000000
     5.00000 0.000000
     5.50000 0.165000
     6.00000 0.440000
     6.50000 0.715000
     7.00000 1.12600
     7.50000 2.23996
     8.00000 4.55967
     8.50000 8.22633
     8.75000 10.5141
     9.00000 12.9812
     9.50000 18.1849
9.75000 20.8674
10.0000 23.5499
     10.5000 28.9149
     11.0000 34.2799
     11.5000 39.6449
     12.0000 45.0099
     12.5000 50.3749
     13.0000 55.7399
END
E.J
```

Reviewer: Juan Jimenez, P.E. Project Number: 043620000

Period Begin: Jan 01, 2014;0000 hr End: Jan 05, 2014;0400 hr Duration: 100 hr

Time Step: 0.2 hr, Iterations: 10

Basin 1: Site E

Method: Santa Barbara Unit Hydrograph Rainfall Distribution: SFWMD - 3day

Design Frequency: 25 year 3 Day Rainfall: 13.5 inches

Area: 10.78 acres

Ground Storage: 8 inches

Time of Concentration: 0.17 hours

Initial Stage: 4.2 ft NGVD

Stage	Storage
(ft NGVD)	(acre-ft)
4.00 4.50 5.00 5.50 6.00 6.50 7.00 7.50 8.00 8.50 8.75 9.00 9.50 9.75 10.00 10.50 11.50	0.00 0.00 0.00 0.16 0.44 0.71 1.13 2.24 4.56 8.23 10.51 12.98 18.18 20.87 23.55 28.91 34.28 39.64
12.00	45.01
12.50	50.37
13.00	55.74

STRUCTURE MAXIMUM AND MINIMUM DISCHARGES

Struc Max (cfs) Time (hr) Min (cfs) Time (hr)

BASIN MAXIMUM AND MINIMUM STAGES

Basin	Max (ft)	Time (hr)	Min (ft)	Time (hr)
Site E	8.25	73.60	4.00	0.20

	Total	Structure	Structure	Initial	Final	
Basin	Runoff	Inflow	Outflow	Storage	Storage	Residual
Site E	6.39	0.00	0.00	0.00	6.39	0.00

```
114Ave-E_25yr72hr_lake_sub-area.txt
T1 114th Avenue Park - East Side
Т2
T3 043620000
T4 Juan Jimenez, P.E.
JO 10 1.00000
DT 0.200000
TIME WINDOW
  01JAN2014 0000 05JAN2014 0400
BASIN Site E
  RUNOFF SBUH 0.0168384 8.00000 0.170000
DESIGN RAINFALL 25 3 9.93377 VCAS RAIN_MEAS_PERIOD 3
  INITIAL 4.20000
  VCAS BASIN_STOR
    VCAS PARKING SUBAREA LAND_AREA 0.830000 6.85000 8.00000
    VCAS CONCRETE & WALKWAYS SUBAREA LAND_AREA 1.16000 6.80000 9.45000
    VCAS SPORTS COURTS SUBAREA LAND_AREA 1.17000 8.25000 9.50000 VCAS TURF SUBAREA LAND_AREA 2.78000 7.40000 8.50000 VCAS DRY DETENTION SUBAREA LAKE_AREA 0.550000 5.20000
    VCAS GRASS SUBAREA LAND_AREA 4.24000 6.65000 8.83000
    VCAS STAGE 4.00000 4.50000 5.00000 5.50000 6.00000
    VCAS STAGE 6.50000 7.00000 7.50000 8.00000 8.50000
    VCAS STAGE 8.75000 9.00000 9.50000 9.75000 10.0000
    VCAS STAGE 10.5000 11.0000 11.5000 12.0000 12.5000
    VCAS STAGE 13.0000
  S-V 21
    4.00000 0.000000
    4.50000 0.000000
    5.00000 0.000000
     5.50000 0.165000
    6.00000 0.440000
    6.50000 0.715000
    7.00000 1.12600
    7.50000 2.23996
    8.00000 4.55967
    8.50000 8.22633
    8.75000 10.5141
    9.00000 12.9812
    9.50000 18.1849
9.75000 20.8674
10.0000 23.5499
    10.5000 28.9149
    11.0000 34.2799
    11.5000 39.6449
    12.0000 45.0099
    12.5000 50.3749
    13.0000 55.7399
END
E.J
```

File: 114Ave-E_100yr72hr_LAKE Date: November 17, 2014

Project Name: 114th Avenue Park - East Side Reviewer: Juan Jimenez, P.E.

Project Number: 043620000

Period Begin: Jan 01, 2014;0000 hr End: Jan 05, 2014;0400 hr Duration: 100 hr

Time Step: 0.2 hr, Iterations: 10

Basin 1: Site E

Method: Santa Barbara Unit Hydrograph Rainfall Distribution: SFWMD - 3day

Design Frequency: 100 year 3 Day Rainfall: 17 inches

Area: 10.78 acres

Ground Storage: 8 inches

Time of Concentration: 0.17 hours

Initial Stage: 4.2 ft NGVD

Stage	Storage
(ft NGVD)	(acre-ft)
4.00	0.00
4.50	0.00
5.00	0.00
5.50	0.16
6.00	0.44
6.50	0.71
7.00	1.13
7.50	2.24
8.00	4.56
8.50	8.23
8.75	10.51
9.00	12.98
9.50	18.18
9.75	20.87
10.00	23.55
10.50	28.91
11.00	34.28
11.50	39.64
12.00	45.01
12.50	50.37
13.00	55.74

STRUCTURE MAXIMUM AND MINIMUM DISCHARGES

_____ Struc Max (cfs) Time (hr) Min (cfs) Time (hr)

BASIN MAXIMUM AND MINIMUM STAGES

Basin	Max (ft)	Time (hr)	Min (ft)	Time (hr)		
==========	========			=======		
Site E	8.60	73.60	4.00	0.20		

	Total	Structure	Structure	Initial	Final	
Basin	Runoff	Inflow	Outflow	Storage	Storage	Residual
Site E	9.10	0.00	0.00	0.00	9.10	0.00

```
114Ave-E_100yr72hr_LAKE.txt
T1 114th Avenue Park - East Side
T2
T3 043620000
T4 Juan Jimenez, P.E.
JO 10 1.00000
DT 0.200000
TIME WINDOW
  01JAN2014 0000 05JAN2014 0400
BASIN Site E
  RUNOFF SBUH 0.0168384 8.00000 0.170000
  DESIGN RAINFALL 100 3 12.5092
VCAS RAIN_MEAS_PERIOD 3
  INITIAL 4.20000
  VCAS BASIN_STOR
     VCAS PARKING SUBAREA LAND_AREA 0.830000 6.85000 8.00000
     VCAS CONCRETE & WALKWAYS SUBAREA LAND_AREA 1.16000 6.80000 9.45000
    VCAS SPORTS COURTS SUBAREA LAND_AREA 1.17000 8.25000 9.50000 VCAS TURF SUBAREA LAND_AREA 2.78000 7.40000 8.50000 VCAS DRY DETENTION SUBAREA LAKE_AREA 0.550000 5.20000 VCAS GRASS SUBAREA LAND_AREA 4.24000 6.65000 8.83000 VCAS GRASS SUBAREA LAND_AREA 4.24000 6.65000 8.83000
     VCAS STAGE 4.00000 4.50000 5.00000 5.50000 6.00000
     VCAS STAGE 6.50000 7.00000 7.50000 8.00000 8.50000
     VCAS STAGE 8.75000 9.00000 9.50000 9.75000 10.0000
     VCAS STAGE 10.5000 11.0000 11.5000 12.0000 12.5000
     VCAS STAGE 13.0000
  S-V 21
     4.00000 0.000000
     4.50000 0.000000
     5.00000 0.000000
     5.50000 0.165000
     6.00000 0.440000
     6.50000 0.715000
     7.00000 1.12600
     7.50000 2.23996
     8.00000 4.55967
     8.50000 8.22633
     8.75000 10.5141
     9.00000 12.9812
     9.50000 18.1849
9.75000 20.8674
10.0000 23.5499
     10.5000 28.9149
     11.0000 34.2799
     11.5000 39.6449
     12.0000 45.0099
     12.5000 50.3749
     13.0000 55.7399
END
E.J
```

114th Avenue Park - NE Basin

WATER QUALITY CALCULATIONS

Total Drainage Area = 3.39 (% IMP.= acres. 80.8% Building Area = 0.07 acres. Impervious Area = 2.67 (C =0.9 acres. Pervious Area = (C =0.3 0.65 acres. Weighted C = 0.78 Contributing Area (CA) = 2.66

Lowest Grade Elev. for Prop. Exfil. Trench = 7.00 ft. NGVD.

Lowest Existing Grate Elevation = n/a ft. NGVD.

Proposed Exfiltration Trench:

Depth of Trench = feet below grade 15 Top of trench elevation = 5.90 ft. NGVD. GWT = 4.20 ft. NGVD. Top of Pipe = 4.896 ft. NGVD. Pipe Diameter = **15** inches Pipe Inv. Elevation = 3.65 ft. NGVD. Bottom of trench elevation = -8.00 ft. NGVD. Width = 4.00 feet. Weir Elevation = n/a ft. NGVD.

Weighted k = 1.64E-03 cfs/sf-ft of head.
Safety Factor = 2

DESIGN STORM FREQUENCY (YEARS): 5
MINIMUM TIME OF CONCENTRATION (MINUTES) 10.20

BASIN DESIGN INFORMATION per DERM

TOTAL DRAINAGE AREA = 1.372 hectares or 3.390 acres. TOTAL IMPERVIOUS DRAINAGE AREA = 1.081 hectares or 2.670 acres. IMPERVIOUS RUNOFF COEFFICIENT = 0.90 TOTAL PERVIOUS DRAINAGE AREA = 0.291 hectares or 0.720 acres. PERVIOUS RUNOFF COEFFICIENT = 0.30 SUB-BASIN DRAINAGE AREA = 1.372 hectares or 3.390 acres. SUB-BASIN IMPERVIOUS DRAINAGE AREA = 1.081 hectares or 2.670 acres. IMPERVIOUS RUNOFF COEFFICIENT = 0.90 SUB-BASIN PERVIOUS DRAINAGE AREA = 0.291 0.720 hectares or acres. PERVIOUS RUNOFF COEFFICIENT = 0.30 SUB-BASIN TIME OF CONCENTRATION = 10.00 minutes DESIGN STORM FREQUENCY = 5 years

114th Avenue Park - NE Basin

WATER QUALITY CALCULATIONS per DERM CRITERIA

SUB-BASIN TIME OF CONCENTRATION = 10.00 minutes SUB-BASIN TIME FOR FIRST INCH OF RUNOFF = 13.53 minutes REQUIRED WATER QUALITY TREATMENT TIME = 23.53 minutes

Required treatment volume V _{trmt} =	516.034	cu. meters or	18,223 cu. ft.
Required treatment volume V _{trmt} =	0.052	hectare-meters or	0.418 acft.

WATER QUALITY CALCULATIONS per SFWMD Criteria

1" Run-off volume X total project area = **0.283** ac-ft 2.5" Run-off X impervious(%) X total project area = **0.571** ac-ft

Required treatment volume V _{trmt} =	704.117	cu. meters or	24,866 cu. ft.
Required treatment volume V _{trmt} =	0.070	hectare-meters or	0.571 acft.

TYPICAL EXFILTRATION TRENCH DESIGN by DERM

Required Trench Length (L) = $V / [k / SF x (2H_2D_u - D_u^2 + 2H_2D_s) + (1.39 x 10^4) x (WD_u + PS)]$

V = Treatment Vol. - Capacity of Exist. Trench (ac-in)

k = Weighted Hyd. Conductivity (cfs/sf - ft)

H2 = Depth to the Water Table (ft)

W = Trench width (ft)

Du = Non-Saturated Trench Depth (ft)

Ds = Saturated Trench Depth (ft)

SF = Safety Factor

PS = Pipe Storage (ft.^3)

Treatment Volume = 0.070 ha-m or 0.571 ac-ft

Treatment Volume = 6.850 ac-in.

k = 1.64E-03 cfs/sf-ft

H2 = 2.80 ft.

W = 4.00 ft.

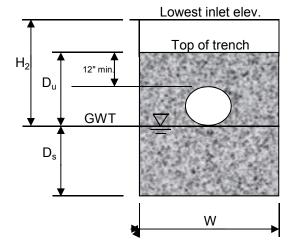
Du = **1.70** ft.

Du = 1.70 II. Ds = 12.20 ft.

SF = **2.00**

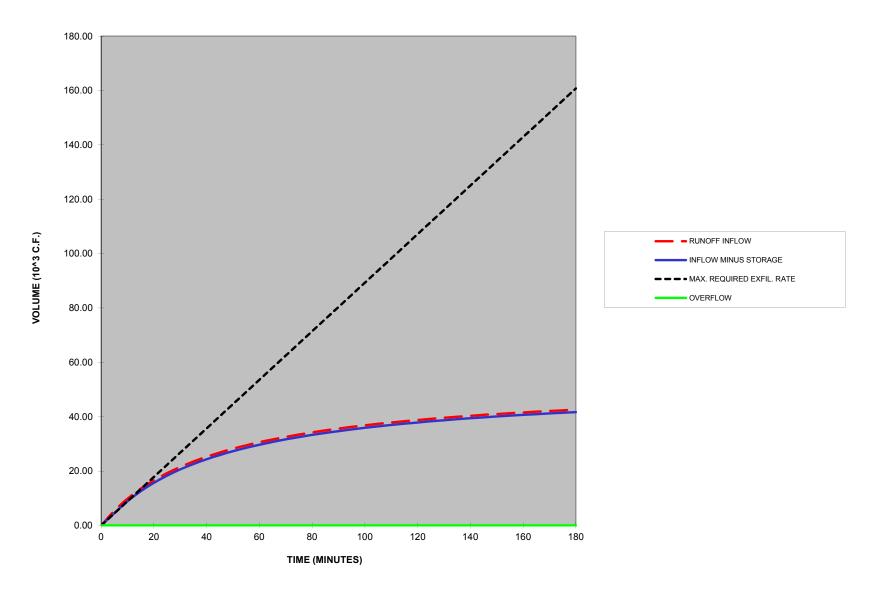


PROVIDED LENGTH = 245 feet





MASS DIAGRAM





	MAXI	MUM OV	ERFLO	W RATE =	0.00	CFS							
TIME (MIN.)	CA	RAINFALL INTENSITY (in./hr.)	INFLOW RATE (CFS)	INFLOW VOLUME (ft ³)	EXIST. F.D. CAPACITY (ft ³)	ADJUSTED INFLOW VOLUME (10 ³ CF)	PROPOSED F.D. STORAGE (ft ³)	EXCESS RUNOFF (10 ³ CF)	REQUIRED EXFIL. RATE (CFS)	MAXIMUM REQUIRED EXFIL. VOLUME (10 ³ CF)	ACTUAL EXFIL. VOLUME (10 ³ CF)	OVERFLOW VOLUME (10 ³ CF)	OVERFLOW RATE (CFS)
0	2.661	0.00	0.00	0.00	0.000	0.00	916.95	0.00	0.00	0.00	0.00	0.00	0.00
5	2.661	6.80	18.10	5429.01	0.000	5.43	916.95	4.51	0.00	4.47	4.52	0.00	0.00
10	2.661	6.17	16.41	9848.82	0.000	9.85	916.95	8.93	14.89	8.93	9.03	0.00	0.00
15	2.661	5.64	15.02	13516.89	0.000	13.52	916.95	12.60	14.00	13.40	13.55	0.00	0.00
20	2.661	5.20	13.84	16609.98	0.000	16.61	916.95	15.69	13.08	17.86	18.07	0.00	0.00
25	2.661	4.82	12.84	19253.46	0.000	19.25	916.95	18.34	12.22	22.33	22.58	0.00	0.00
30	2.661	4.50	11.97	21538.72	0.000	21.54	916.95	20.62	11.46	26.80	27.10	0.00	0.00
35	2.661	4.21	11.21	23533.96	0.000	23.53	916.95	22.62	10.77	31.26	31.62	0.00	0.00
40	2.661	3.96	10.54	25291.08	0.000	25.29	916.95	24.37	10.16	35.73	36.13	0.00	0.00
45	2.661	3.74	9.94	26850.32	0.000	26.85	916.95	25.93	9.60	40.19	40.65	0.00	0.00
50	2.661	3.54	9.41	28243.32	0.000	28.24	916.95	27.33	9.11	44.66	45.17	0.00	0.00
55	2.661	3.36	8.94	29495.32	0.000	29.50	916.95	28.58	8.66	49.13	49.68	0.00	0.00
60	2.661	3.20	8.51	30626.70	0.000	30.63	916.95	29.71	8.25	53.59	54.20	0.00	0.00
65	2.661	3.05	8.12	31654.08	0.000	31.65	916.95	30.74	7.88	58.06	58.72	0.00	0.00
70	2.661	2.92	7.76	32591.18	0.000	32.59	916.95	31.67	7.54	62.52	63.23	0.00	0.00
75	2.661	2.79	7.43	33449.40	0.000	33.45	916.95	32.53	7.23	66.99	67.75	0.00	0.00
80	2.661	2.68	7.13	34238.29	0.000	34.24	916.95	33.32	6.94	71.45	72.27	0.00	0.00
85	2.661	2.58	6.86	34965.93	0.000	34.97	916.95	34.05	6.68	75.92	76.78	0.00	0.00
90	2.661	2.48	6.60	35639.19	0.000	35.64	916.95	34.72	6.43	80.39	81.30	0.00	0.00
95	2.661	2.39	6.36	36263.94	0.000	36.26	916.95	35.35	6.20	84.85	85.82	0.00	0.00
100	2.661	2.31	6.14	36845.24	0.000	36.85	916.95	35.93	5.99	89.32	90.33	0.00	0.00
105	2.661	2.23	5.93	37387.47	0.000	37.39	916.95	36.47	5.79	93.78	94.85	0.00	0.00
110	2.661	2.16	5.74	37894.45	0.000	37.89	916.95	36.98	5.60	98.25	99.37	0.00	0.00
115	2.661	2.09	5.56	38369.50	0.000	38.37	916.95	37.45	5.43	102.72	103.88	0.00	0.00
120	2.661	2.03	5.39	38815.54	0.000	38.82	916.95	37.90	5.26	107.18	108.40	0.00	0.00
125	2.661	1.97	5.23	39235.17	0.000	39.24	916.95	38.32	5.11	111.65	112.92	0.00	0.00
130	2.661	1.91	5.08	39630.64	0.000	39.63	916.95	38.71	4.96	116.11	117.43	0.00	0.00
135	2.661	1.86	4.94	40004.00	0.000	40.00	916.95	39.09	4.83	120.58	121.95	0.00	0.00
140	2.661	1.81	4.80	40357.05	0.000	40.36	916.95	39.44	4.70	125.05	126.47	0.00	0.00
145	2.661	1.76	4.68	40691.39	0.000	40.69	916.95	39.77	4.57	129.51	130.98	0.00	0.00
150	2.661	1.71	4.56	41008.48	0.000	41.01	916.95	40.09	4.45	133.98	135.50	0.00	0.00
155	2.661	1.67	4.44	41309.62	0.000	41.31	916.95	40.39	4.34	138.44	140.02	0.00	0.00
160	2.661	1.63	4.33	41595.99	0.000	41.60	916.95	40.68	4.24	142.91	144.53	0.00	0.00
165	2.661	1.59	4.23	41868.64	0.000	41.87	916.95	40.95	4.14	147.38	149.05	0.00	0.00
170	2.661	1.55	4.13	42128.53	0.000	42.13	916.95	41.21	4.04	151.84	153.57	0.00	0.00
175	2.661	1.52	4.04	42376.55	0.000	42.38	916.95	41.46	3.95	156.31	158.08	0.00	0.00
180	2.661	1.48	3.95	42613.49	0.000	42.61	916.95	41.70	3.86	160.77	162.60	0.00	0.00

114th Avenue Park - SE Basin

WATER QUALITY CALCULATIONS

Total Drainage Area =	7.39	acres.	(% IMP.=	15.2%)
Building Area =	0.01	acres.			
Impervious Area =	1.11	acres.	(C =	0.9)
Pervious Area (Sod) =	3.49	acres.	(C =	0.3)
Pervious Area (Turf) =	2.78	acres.	(C =	0.5)
Weighted C =	0.47				
Contributing Area (CA) =	3.45				
Lowest Grade Elev. for Prop. Exfil. Trench =	7.00	ft. NGVD.			

ft. NGVD.

n/a

Proposed Exfiltration Trench:

Lowest Existing Grate Elevation =

Depth of Trench =	15	feet below grade
Top of trench elevation =	5.65	ft. NGVD.
GWT =	4.20	ft. NGVD.
Top of Pipe =	4.65	ft. NGVD.
Pipe Diameter =	15	inches
Pipe Inv. Elevation =	3.40	ft. NGVD.
Bottom of trench elevation =	-8.00	ft. NGVD.
Width =	4.00	feet.
Weir Elevation =	n/a	ft. NGVD.

*Hydraulic conductivity (k) = 1.64E-03 cfs/sf-ft of head.

The hydraulic conductivity value is an average of five percolation tests performed within the property (refer to geotechnical report in Appendix C)

Safety Factor =	2
DESIGN STORM FREQUENCY (YEARS):	5
MINIMUM TIME OF CONCENTRATION (MINUTES)	10.00
	. ■

BASIN DESIGN INFORMATION per DERM

TOTAL DRAINAGE AREA =	2.991	hectares or	7.390	acres.
TOTAL IMPERVIOUS DRAINAGE AREA = IMPERVIOUS RUNOFF COEFFICIENT =	0.449 0.90	hectares or	1.110	acres.
TOTAL PERVIOUS DRAINAGE AREA =	2.541	hectares or	6.280	acres.
PERVIOUS RUNOFF COEFFICIENT =	0.30			
SUB-BASIN DRAINAGE AREA =	2.991	hectares or	7.390	acres.
SUB-BASIN IMPERVIOUS DRAINAGE AREA =	0.449	hectares or	1.110	acres.
IMPERVIOUS RUNOFF COEFFICIENT =	0.90			
SUB-BASIN PERVIOUS DRAINAGE AREA =	2.541	hectares or	6.280	acres.
PERVIOUS RUNOFF COEFFICIENT =	0.30			
SUB-BASIN TIME OF CONCENTRATION =	10.00	minutes		

114th Avenue Park - SE Basin

DESIGN STORM FREQUENCY = 5 years

WATER QUALITY CALCULATIONS per DERM CRITERIA

SUB-BASIN TIME OF CONCENTRATION = 10.00 minutes SUB-BASIN TIME FOR FIRST INCH OF RUNOFF = 38.42 minutes REQUIRED WATER QUALITY TREATMENT TIME = 48.42 minutes

Required treatment volume V _{trmt} =	853.512	cu. meters or	30,141 cu. ft.	
Required treatment volume V _{trmt} =	0.085	hectare-meters or	0.692 acft.	

WATER QUALITY CALCULATIONS per SFWMD Criteria

1" Run-off volume X total project area = **0.616** ac-ft 2.5" Run-off X impervious(%) X total project area = **0.233** ac-ft

Required treatment volume V _{trmt} =	759.624	cu. meters or	26,826 cu. ft.	
Required treatment volume V _{trmt} =	0.076	hectare-meters or	0.616 acft.	

DRY RETENTION VOLUME

Area at Top of Retention = 0.550 ac

Area at Bottom of Retention = 0.370 ac

For of Book T.O.B. elevation = 5.700 ft. NO.

Lowest Top of Bank, T.O.B. elevation = 5.700 ft. NGVD. (lowered 1 ft for freeboard)

Floor of Retention Area elevation = 5.200 ft. NGVD.

Volume deducted from Exfiltration Trench = 0.230 ac-ft (average area x height)

Or 10,019 ft³

Volume (V_{Qtv}) required to retain 100% runoff from a storm event of 5-year frequency and 24-hour duration:

V_{Qty} = Contributing Area (CA) x Inches of rainfall (I) for 5-yr., 24-hr. storm

CA = 3.45 acres **I** = 7 inches

 $V_{Qty} = 24.115$ ac-in, or 87,537.45 cu. ft.

Volume (V_{Qty Exf.}) required for exfiltration:

 $V_{Otv Exf.} = 77,518.65$ cu. ft.

Volume (V_{Qual Exf.}) to be treated by exfiltration for water quality:

V_{Qual Exf. =} 0.692 ac.-ft., or 30,141.31 cu. ft.

The available dry-retention volume plus exfiltration trench capacity provided for water quality are more than sufficient to handle 100% of the runoff from a storm event of 5-year frequency and 24-hour duration.

114th Avenue Park - SE Basin

TYPICAL EXFILTRATION TRENCH DESIGN by DERM

Required Trench Length (L) = $V / [k / SF x (2H_2D_u - D_u^2 + 2H_2D_s) + (1.39 x 10^{-4}) x (WD_u + PS)]$

V = Treatment Vol. - Capacity of Exist. Trench (ac-in)

k = Weighted Hyd. Conductivity (cfs/sf - ft)

H2 = Depth to the Water Table (ft)

W = Trench width (ft)

Du = Non-Saturated Trench Depth (ft)

Ds = Saturated Trench Depth (ft)

SF = Safety Factor

PS = Pipe Storage (ft.^3)

Treatment Volume = 0.085 ha-m or 0.692 ac-ft
Treatment Volume = 8.303 ac-in.

k = **1.64E-03** cfs/sf-ft H2 = **2.80** ft.

W = 4.00 ft.

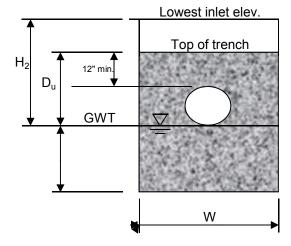
Du = **1.45** ft.

Ds = **12.20** ft.

SF = 2.00

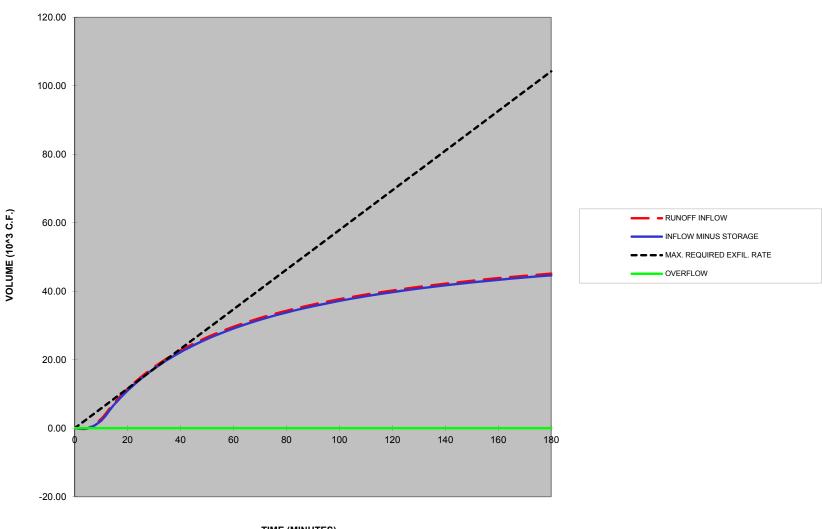
L Required = 134.35 feet

PROVIDED LENGTH = 160 feet





MASS DIAGRAM



TIME (MINUTES)



	MAXI	MUM OV	ERFLO	W RATE =	0.00	CFS							
TIME (MIN.)	CA	RAINFALL INTENSITY (in./hr.)	INFLOW RATE (CFS)	INFLOW VOLUME (ft ³)	PROP. DRY RETENTION (ft ³)	ADJUSTED INFLOW VOLUME (10 ³ CF)	PROPOSED F.D. STORAGE (ft ³)	EXCESS RUNOFF (10 ³ CF)	REQUIRED EXFIL. RATE (CFS)	MAXIMUM REQUIRED EXFIL. VOLUME (10 ³ CF)	ACTUAL EXFIL. VOLUME (10 ³ CF)	OVERFLOW VOLUME (10 ³ CF)	OVERFLOW RATE (CFS)
0	3.445	0.00	0.00	0.00	10018.800	0.00	494.09	0.00	0.00	0.00	0.00	0.00	0.00
5	3.445	6.80	23.43	7028.54	10018.800	0.00	494.09	0.00	0.00	2.90	2.93	0.00	0.00
10	3.445	6.17	21.25	12750.53	10018.800	2.73	494.09	2.24	3.73	5.79	5.85	0.00	0.00
15	3.445	5.64	19.44	17499.32	10018.800	7.48	494.09	6.99	7.76	8.69	8.78	0.00	0.00
20	3.445	5.20	17.92	21503.71	10018.800	11.48	494.09	10.99	9.16	11.58	11.70	0.00	0.00
25	3.445	4.82	16.62	24926.03	10018.800	14.91	494.09	14.41	9.61	14.48	14.63	0.00	0.00
30	3.445	4.50	15.49	27884.59	10018.800	17.87	494.09	17.37	9.65	17.37	17.55	0.00	0.00
35	3.445	4.21	14.51	30467.67	10018.800	20.45	494.09	19.95	9.50	20.27	20.48	0.00	0.00
40	3.445	3.96	13.64	32742.49	10018.800	22.72	494.09	22.23	9.26	23.16	23.40	0.00	0.00
45	3.445	3.74	12.87	34761.12	10018.800	24.74	494.09	24.25	8.98	26.06	26.33	0.00	0.00
50	3.445	3.54	12.19	36564.54	10018.800	26.55	494.09	26.05	8.68	28.95	29.25	0.00	0.00
55	3.445	3.36	11.57	38185.41	10018.800	28.17	494.09	27.67	8.39	31.85	32.18	0.00	0.00
60	3.445	3.20	11.01	39650.12	10018.800	29.63	494.09	29.14	8.09	34.74	35.11	0.00	0.00
65	3.445	3.05	10.51	40980.20	10018.800	30.96	494.09	30.47	7.81	37.64	38.03	0.00	0.00
70	3.445	2.92	10.05	42193.40	10018.800	32.17	494.09	31.68	7.54	40.53	40.96	0.00	0.00
75	3.445	2.79	9.62	43304.47	10018.800	33.29	494.09	32.79	7.29	43.43	43.88	0.00	0.00
80	3.445	2.68	9.23	44325.79	10018.800	34.31	494.09	33.81	7.04	46.32	46.81	0.00	0.00
85	3.445	2.58	8.88	45267.81	10018.800	35.25	494.09	34.75	6.81	49.22	49.73	0.00	0.00
90	3.445	2.48	8.54	46139.42	10018.800	36.12	494.09	35.63	6.60	52.12	52.66	0.00	0.00
95	3.445	2.39	8.24	46948.24	10018.800	36.93	494.09	36.44	6.39	55.01	55.58	0.00	0.00
100	3.445	2.31	7.95	47700.80	10018.800	37.68	494.09	37.19	6.20	57.91	58.51	0.00	0.00
105	3.445	2.23	7.68	48402.79	10018.800	38.38	494.09	37.89	6.01	60.80	61.44	0.00	0.00
110	3.445	2.16	7.43	49059.14	10018.800	39.04	494.09	38.55	5.84	63.70	64.36	0.00	0.00
115	3.445	2.09	7.20	49674.15	10018.800	39.66	494.09	39.16	5.68	66.59	67.29	0.00	0.00
120	3.445	2.03	6.98	50251.62	10018.800	40.23	494.09	39.74	5.52	69.49	70.21	0.00	0.00
125	3.445	1.97	6.77	50794.87	10018.800	40.78	494.09	40.28	5.37	72.38	73.14	0.00	0.00
130	3.445	1.91	6.58	51306.86	10018.800	41.29	494.09	40.79	5.23	75.28	76.06	0.00	0.00
135	3.445	1.86	6.39	51790.22	10018.800	41.77	494.09	41.28	5.10	78.17	78.99	0.00	0.00
140	3.445	1.81	6.22	52247.28	10018.800	42.23	494.09	41.73	4.97	81.07	81.91	0.00	0.00
145	3.445	1.76	6.06	52680.14	10018.800	42.66	494.09	42.17	4.85	83.96	84.84	0.00	0.00
150	3.445	1.71	5.90	53090.65	10018.800	43.07	494.09	42.58	4.73	86.86	87.76	0.00	0.00
155	3.445	1.67	5.75	53480.52	10018.800	43.46	494.09	42.97	4.62	89.75	90.69	0.00	0.00
160	3.445	1.63	5.61	53851.25	10018.800	43.83	494.09	43.34	4.51	92.65	93.62	0.00	0.00
165	3.445	1.59	5.48	54204.23	10018.800	44.19	494.09	43.69	4.41	95.54	96.54	0.00	0.00
170	3.445	1.55	5.35	54540.70	10018.800	44.52	494.09	44.03	4.32	98.44	99.47	0.00	0.00
175	3.445	1.52	5.22	54861.79	10018.800	44.84	494.09	44.35	4.22	101.33	102.39	0.00	0.00
180	3.445	1.48	5.11	55168.53	10018.800	45.15	494.09	44.66	4.13	104.23	105.32	0.00	0.00



APPENDIX C: GEOTECHNICAL REPORT





Mr. Jorge Gomez, P.E., Chief of Engineering **City of Doral** 8401 N.W. 53rd Terrace, 2nd Floor Doral, Florida 33166

Re: Report of Geotechnical Engineering Services

Proposed N.W. 114th Avenue Park 11300 N.W. 81st Terrace, Doral, Florida

PSI Project No.: 0397-753

Dear Mr. Gomez:

Professional Service Industries, Inc. (PSI) has completed a geotechnical engineering study in connection with the above referenced project. Our services were provided in general accordance with PSI Proposal No. P0-397-124568, dated May 29, 2014. Authorization to proceed was provided by means of a City of Doral – Work Order for Professional Services, dated, May 30, 2014. This report provides an overview of the work completed by us in connection with the study and provides recommendations for use in site preparation and foundation design.

1.0 PROJECT INFORMATION

1.1 GENERAL

The area of study is an approximate ±18 acres parcel of land located on the southwest corner of N.W. 82nd Street and 112th Avenue in Doral, Florida. More specifically, the site is bounded by N.W. 82nd Street on the north, N.W. 112th Avenue on the east and residential communities on the south and west sides of the property. N.W. 114th Avenue traverses through the middle of the property with a skewed orientation, carrying traffic in the north-south direction. A site vicinity map identifying the project location with respect to existing streets and features is presented on **Sheet 1** of the **Appendix**.

At the time of our study, the "south-half" of the property was densely vegetated, while, the "north-half" of the property had highly variable grades and vegetation to a lesser degree compared to the south-half. The highly variable grades within the north-half of the property can be attributed to prior earthwork that may have occurred at the site, with the raised portions of the site being about 2 to 3 feet higher than adjoining roadway grades. Our truck mounted drilling equipment used for the subsurface exploration did not experience any difficulty in moving around the north-half of the site, while, access into the south-half of the property was severely restricted. Photographs from our site visit are presented in **Sheet 2** of the **Appendix**.

The overall project as we understand will consist of the following new components:

- 1. Playfields on the east side of N.W. 114th Avenue consisting of:
 - a. Soccer fields within the southeast corner of the overall property.
 - b. A baseball field within the south-central portion of the overall property, just east of N.W. 114th Avenue.

- c. Tennis courts within the northeast corner of the overall property.
- d. Basketball courts within the north-central portion of the overall property, just east of N.W. 114th Avenue.
- 2. A two-story recreational center within the west-central portion of the overall property, just west of N.W. 114th Avenue.
- 3. A pedestrian bridge across N.W. 114th Avenue that will connect the recreational center to the playfields situated east of N.W. 114th Avenue.
- 4. Miscellaneous structures consisting of restroom facilities, storage areas, band shell and shelter structures at various locations within the property.
- 5. Paved parking/drive areas within the northern perimeter of the property.
- 6. Drainage systems consisting of exfiltration trenches and retention ponds.

Based on an email from the structural engineer, Mr. David Fusco, P.E. with TLC Engineering for Architecture, we understand that the maximum wall and column loads are anticipated to be 4 kips/foot and 150 kips, respectively.

If any of the noted information is incorrect or has changed, please notify PSI so that we may amend the recommendations presented in this report, if appropriate.

1.2 AERIAL PHOTOGRAPH REVIEW

So as to gather information about the history of the site, PSI conducted review of readily available aerial photographs of the property. Based on review of the photographs, we infer the following sequence of events to have occurred within the project site:

- 1. **Aerial photographs of 2006**: Based on reviewing aerial photographs dating prior to the year 2006, we understand that the site was largely undeveloped and densely vegetated.
- 2. **Aerial photograph of 2007 (July)**: It appears in this photograph that some clearing activities have occurred at this site (consisting of selective stripping of vegetation to create paths through the site).
- 3. **Aerial photograph of 2007 (November)**: It appears in this photograph that the north-half of the property was cleared and the site possibly graded.
- 4. **Aerial photograph of 2009**: It appears in this photograph that the north-half of the property had been graded. The pattern of fill placement appears to be in line with possible placement of building pads.
- 5. **Aerial photograph of 2014**: It appears in this photograph that the previously noted fill berms are still present and that vegetation has grown within the north-half of the property. The conditions noted in this photograph are in line with our observations during our field work.

The aforementioned aerial photographs are presented in chronologic order in **Sheets 3** through **7** of the **Appendix**.



2.0 FIELD EXPLORATION AND SUBSURFACE CONDITIONS

2.1 STANDARD PENETRATION TEST (SPT) BORINGS

To evaluate subsurface conditions at the site, we drilled/sampled 24 Standard Penetration Test (SPT) borings that were advanced to depths ranging from 6 to 20 feet below grade primarily within the north-half of the property. Due to the presence of dense vegetation within the south-half of the property, the six borings performed in this area were sampled using a hand auger. The hand augers were extended to depths ranging from 2 to 3 feet below grade and terminated due to encountering refusal to manual penetration. The approximate locations at which the borings were drilled are shown on **Sheet 8** of the **Appendix**.

For the SPT borings, after seating the sample spoon six inches, the number of successive blows required to drive the sampler twelve inches into the soil constitutes the test result commonly referred to as the "N" value. The "N" value has been empirically correlated with various soil properties and is considered to be indicative of the relative density of cohesionless soils and the consistency of cohesive materials. The SPT borings were performed using CME-55 and CME-75 truck mounted drill rigs equipped with automatic hammers. The recovered split spoon samples were visually classified in the field and transported to the laboratory for further review. Following completion of our field services, all boreholes were backfilled with excavated soil/rock and the site generally cleaned, as required.

2.2 Percolation Tests

PSI performed five percolation tests at depths of 15 feet below grade within SPT borings P-1 through P-5. The percolation tests were performed in general accordance with the South Florida Water Management District (SFWMD) procedures for the "Usual Condition Constant Head" Percolation Test. SPT sampling was performed simultaneously as the boreholes were advanced using a 6-inch diameter casing. A 4-inch diameter perforated PVC pipe was placed in the borehole prior to retrieving the casing. Water was then pumped into the borehole in order to raise the water level as close to the ground surface as possible. Once the inflow equalized with the outflow rate, the average pumping rate and level of the water for this stabilized flow rate was recorded.

The hydraulic conductivity values determined from the tests are presented in **Table 1** of the **Appendix**. The values are in units of cubic feet of flow per second, per square foot of seepage area, per foot of head (cfs/ft²-ft). The tabulated values are ultimate values. The designer should apply an appropriate factor of safety to the reported values.

It should be noted that while performing the percolation test the head of water could not be raised to the ground surface with the full output of the pump, which is set at 58 gallons per minute (GPM). Therefore, in calculating the hydraulic conductivity value, we have utilized an "Average Flow Rate" of 58 (GPM). Furthermore, we do not recommend applying an Average Flow Rate of greater than 58 GPM in the hydraulic conductivity calculations as this test is performed under ideal conditions and the performance of the french drain which is designed using these idealized parameters over time may experience reduced flow rates.



2.3 SUBSURFACE CONDITIONS

The soil types encountered at the boring locations are presented on individual logs included in the **Appendix**. The stratification presented is based on visual observation of the recovered soil samples and the interpretation of the field logs by a geotechnical engineer. Included with the profiles are the N-values and groundwater levels measured at the time the borings were drilled.

The results of our field exploration program disclosed contrasting subsurface profiles between the north-half and south-half of the property. Conditions in each area are summarized below.

North-Half of the Property – As noted earlier, the north-half of the overall property has previously been developed. The subsurface conditions in this area consisted of a surficial layer of fill material of highly heterogeneous composition, consisting of varying amounts of limerock, fine sand, silt, concrete, asphalt and metal (hereafter referred to as "miscellaneous fill material"). In the deeper borings performed within the north-half, the fill material was underlain by the natural limestone. The top of the natural limestone was encountered at a depth of approximately 6 feet below grade and persisted to the maximum termination depth of the explorations at 20 feet below grade. It should be noted that the top of natural limestone could possibly be encountered at shallower depths within areas outside the fill berm locations.

<u>South-Half of the Property</u> – The south-half of the overall property has mostly remained undeveloped and densely vegetated. The subsurface condition within this area was explored using hand augers and consisted of a surficial soft compressible layer of highly organic peat which ranged in thickness from 2 to 6 feet below grade (hereafter referred to as the "compressible stratum"). Below the peat layer the hand augers encountered material that provided refusal to manual penetration. This most likely corresponded to encountering the natural limestone formation.

The compressible stratum had moisture contents of 293 and 369 percent, with the percentage of organic matter by dry weight of 53 and 49 percent. The compressible stratum is not considered suitable and should be excavated/replaced with suitable granular soils.

2.3 GROUNDWATER CONDITIONS

The groundwater table was observed in the borings at depths ranging from 0.5 to 4.9 feet below existing grade at the time of drilling (June 2014). The difference in the water level is primarily a result of changes in the ground surface elevation between the borehole locations.

It should be noted that groundwater levels fluctuate seasonally in response to rainfall and the infiltration rate of the soil. Therefore, at a time of the year different from the time of drilling, there is a possibility of a change in the recorded levels. We estimate that during the peak of the wet hydroperiod, with rainfall and recharge at a maximum, groundwater levels at the site could be one to two feet higher than those reported herein (i.e. seasonal high groundwater table level).



11300 N.W. 81st Terrace, Doral, Florida | PSI Project No.: 0397-753

3.0 RECOMMENDATIONS

3.1 GENERAL

The field exploration program indicates either a compressible stratum or miscellaneous fill material to be present at the site.

The compressible stratum is highly organic and was encountered primarily within the south-half of the property. If left in place, facilities constructed atop this layer may be affected due serviceability, safety and maintenance issues, resulting from total and differential settlements of large magnitude. The implications of total and differential settlements are obvious with regards to the structures. In the areas of the proposed playfields, settlements can result in uneven surfaces, impact field drainage and cause ponding of water after rain events.

The presence of miscellaneous fill material containing construction debris within the north-half of the property leads us to believe that fill placement in the area may have not occurred in a controlled/regulated manner. In addition, this material contains a relatively high percentage of fine particles, which can cause it to become sensitive to moisture, thereby affecting achieving compaction/densities. Although this material does not have a potential for affecting performance of paved facilities and playfields, it could have detrimental impacts on the planned structures.

Given the prevailing conditions, we recommend that the site preparation activities for this project include excavation and replacement of the miscellaneous fill/compressible stratum followed by replacement filling with granular soils. This activity should be carried out over the entire south-half of the property and below all structures planned on this project. The approximate limits of demucking have been identified on **Sheet 8** of the **Appendix**.

Following completion of site preparation recommendations noted herein, the various structures planned on this project can be supported on shallow foundations. Based on the relatively shallow depth of this stratum, this option in our opinion offers the most effective solution from a constructability and serviceability standpoint.

As noted earlier, the miscellaneous fill material is not anticipated to pose any major constraints to the performance of the paved parking/drive and playfield areas situated within the north-half of the property and could therefore remain in place. However, localized excavation of this miscellaneous fill may be necessary if it interferes with the construction of the pavement/playfield section and utility installation. The contractors should take this into consideration when developing their construction bid for the project.

3.2 FOUNDATIONS

After completion of site preparation procedures as noted in **Section 4.0** of the report, the various structures can be supported on shallow foundations that are designed using a maximum net allowable bearing pressure of 3,000 pounds per square foot (psf), resting on compacted approved structural fill material. For load combinations that include wind, the design bearing pressure can be increased by one third as permissible by the Florida Building Code.



The bottom of the footings should be at least 18 inches below the finished exterior grade in order to provide confinement. We further recommend that the footings supporting isolated columns have a minimum width of 36 inches and that continuous footings have a minimum width of at least 18 inches, even if those dimensions produce a bearing pressure less than the allowable. The purpose of limiting the minimum footing size is to prevent a "punching" shear failure and to reduce the possibility of bearing on an isolated weak zone.

The contractor should anticipate a high resistance to excavation activities (i.e. during footing excavation, as well as during the installation of below grade utilities) as limestone was encountered at relatively shallow depths. The limestone formation may require the use of special equipment and breaking tools during construction excavation work, installation of well points (if required for dewatering) and associated earthwork activities.

Foundations subject to transient lateral loads will resist these forces through a combination of base shearing resistance mobilized at the footing-subgrade interface and earth pressure acting on the vertical faces of the footings at right angles to the direction of applied load. Base shearing resistance may be determined using a friction factor of 0.55. Passive earth pressure resistance should be computed using an equivalent fluid pressure of 150 pounds per square foot per foot of depth, for granular backfill material. Resistance to sliding determined in accordance with the noted parameters should be considered ultimate resistance. Accordingly, the design for sliding resistance should include a factor of safety. We recommend that a factor of safety of at least 1.5 be used.

To calculate the resistance of a footing to uplift forces, a prismatic failure block with vertical faces should be assumed above the footing base. The resisting forces will be provided by the combination of footing weight, overburden soil weight in the failure block, and shearing resistance along the faces of the soil block. The weight of the soil above the water table should be taken as 110 pounds per cubic foot (pcf). For submerged soil, a buoyant weight of 48 pcf should be used. The factor of safety against uplift should not be less than 1.5.

The amount of settlement of a structure founded on top of granular soils is primarily governed by the elastic compressibility of the material, the size and depth of its foundations, and the pressure imposed on the supporting materials by the foundations. Based on the field test data obtained, our experience with similar structures and empirical relationships for bearing capacity and settlement, we have estimated that the maximum total settlement of the foundations will be less than one inch. Differential settlement, between adjacent foundations, should be approximately one-half of the total settlement movement. Angular distortions that occur along wall footings due to differential settlement are not expected to be more than 1 in 600 (i.e. one half inch in 25 feet).

Compacted structural fill that will provide support to the footings have very low compressibility characteristics and any settlement due to pressure applied by the foundations is likely to occur almost immediately upon application of the loads. In this case, nearly all of the settlement of the structure foundations due to dead loads is expected to take place during construction. The portion of the settlement due to the live load of the building will generally take place soon after the first application of this load.



Our settlement estimates are contingent upon subgrade preparation being carried out as recommended herein. Total and differential settlements of the noted magnitudes are usually considered tolerable for the anticipated construction; however, the tolerance of the proposed structure to the predicted total and differential settlements should be confirmed by the structural engineer/architect. Additionally, our settlement estimates are based on the foundation loads being on the order of magnitude noted earlier in **Section 1.0** of this report.

3.3 GROUND FLOOR SLAB

We recommend that the procedures described in **Section 4.0** of this report be used to prepare the floor slab subgrade. Ground floor slabs can bear directly on top of compacted structural fill material. A modulus of subgrade reaction value of 150 pounds per cubic inch (pci) may be used for design.

To avoid potential moisture problems, we recommend that floor slab subgrade soils be covered with a vapor barrier (such as visqueen, normally 6 mil thick) prior to constructing the slab-ongrade floors. The floor slabs should be reinforced to make them as rigid as practical. Proper joints should be provided at the junctions of the slabs and foundation system so that a small amount of independent movement can occur without causing structural damage. An ultimate friction factor of 0.21 should be used for the vapor barrier-soil interface with an appropriate factor of safety.

3.4 RETENTION PONDS

As indicated to the design team in an email dated June 26, 2014, the Double Ring Infiltration (DRI) tests were not performed at the site due to the sensitive nature of this test and the dissimilarity between the current and anticipated future site conditions.

As noted earlier, the south-half of the property has a deposit of soft compressible organic soils that will be excavated/replaced as part of the site development. A DRI test within this relatively impermeable layer will not be representative of future permeability rates. The north-half of the property generally consists of dense miscellaneous fill material, which too will act as a relatively impermeable layer affecting the permeability rates and hence the retention pond design.

Given the current site conditions and anticipated future earthwork at the site, in the areas of the retention ponds we recommend that "free draining" granular material be utilized to a depth of three feet. The free draining material should be defined as having a Unified Soil Classification System designation (USCS) of "SP" containing less than 5 percent material passing the No. 200 sieve. This material should be placed in a single lift and the surface stabilized so it is stable. No density testing will be required within this layer.

For a retention pond constructed in the aforementioned manner, an infiltration rate of 6 inches/hour may be utilized. This value should however be considered ultimate. Therefore, the designer should apply an appropriate factor of safety to this value.



4.0 SITE PREPARATION

Based on the results of our field exploration, we anticipate site preparation procedures to include the steps listed below. All work should be carried out in accordance with current regulatory criteria with the site preparation work and construction activities being carried out with care so as not to impact the adjacent facilities.

- Site preparation in the proposed development area should begin by identifying buried underground utilities and other unwanted appurtenances. It should be noted that if underground pipes located within the development areas are not properly removed/plugged, they may serve as conduits for subsurface erosion which subsequently may result in excessive settlements, especially to grade supported facilities.
- The vegetation should be cleared within the site. All debris resulting from the clearance along with other unwanted ground cover should be completely removed from the site and be properly disposed of. This work should be carried out in accordance with current regulatory criteria.
- 3. Provisions should be made to excavate the compressible stratum within the south-half of the site and in the miscellaneous fill below all structures planned on this project. The compressible stratum/miscellaneous fill should be excavated to the top of the natural limestone formation. In addition, for the structures the horizontal limits of the excavation should extend to a distance of at least 5 feet beyond the outside edges of the exterior foundations, where practical. Based on the results of our field explorations we anticipate the depth of excavation to be approximately 2 to 6 feet below grade that existed at the time of our field exploration. The resulting excavation should be backfilled per item 5 of this section.
- 4. During the excavation process, the contractor may elect to separately stockpile the upper cleaner fill material which appears suitable for re-use. This material may only be re-used on this project, if it meets the requirements presented in **item 5** of this section. Whereas, the compressible material should be hauled off site and disposed of in a proper manner.
- 5. Structural fill material may be composed of either clean sands or limerock. The fill should consist of an inorganic, non-plastic material, free of any man-made debris and limerock with a three inch maximum particle size. Proper control of the placement and compaction of new fills for the project should be exercised by a representative of the geotechnical engineer. The fill materials should be placed in lifts not exceeding 12 inches in loose thickness. Each lift should be compacted to at least 95 percent of the Modified Proctor maximum dry density near the optimum moisture content as determined by ASTM D-1557. Fill to be compacted with a vibratory plate tamper or a small walk behind vibratory roller should be placed in lifts not exceeding six inches in loose thickness.
 - A) The structural fill to be used above the water table should have a USCS designation of GP, GW, SP, SW, GP-GM, GW-GM, SW-SM, or SP-SM containing less than 12 percent material passing the No. 200 sieve.



- B) The structural fill or backfill to be placed below the water table and to a height of one foot above it should consist of a combination of FDOT 57 Stone and structural fill material mixed in an approximate 50% proportion by volume. Density testing will not be required within this layer, however this fill material should be stabilized and the subgrade preparation work should be observed by a representative from our office to confirm that the material is in a stable and unyielding condition.
- C) The use of a commercially available fill material by the name "Cyclone Sand" should not be permitted for the project. Cyclone sand contains large amounts of fines and is therefore very sensitive to moisture. The moisture sensitivity of the material makes it difficult to compact and achieve the desired densities.
- 6. The footings for the proposed structures should be placed on compacted approved structural fill material.
 - A) It is recommended that the soils exposed at the bottom of the footing excavations be compacted to at least 95 percent of the Modified Proctor maximum dry density just before pouring concrete. If the footing bearing materials become disturbed due to surface water resulting from precipitation and/or runoff, the disturbed soils should be overexcavated and replaced with compacted limerock which is densified to at least 95 percent of the materials Modified Proctor maximum dry density as determined by ASTM designation D-1557.
 - B) If the footings rest on the natural limestone formation, in lieu of compaction, the bottom of excavation should be observed by a geotechnical engineer from this office to verify the integrity of the limestone.
 - C) All open foundation excavations should be observed and approved by a licensed geotechnical engineer or his representative prior to pouring concrete.
- 7. We have assumed that the mass excavation will be performed in the "wet". Following which, some groundwater control may be required for either excavation dewatering or removal of temporarily perched water from a rain event. Such water can be controlled by pumping from sumps located in ditches or pits. Groundwater should be maintained at least one foot below the bottom of any excavation made during construction operations, or, at least two feet below the surface of any compaction operations.

The dewatering operations should be carried out with care especially if the compressible soils are present below adjacent facilities.

8. It is mandated by federal regulations that all excavations, whether they be utility trenches, basement excavations or footing excavations, be constructed in accordance with OSHA guidelines. It is our understanding that these regulations are being strictly enforced and if they are not closely followed, the owner and the contractor could be liable for substantial penalties.



5.0 PAVEMENT SECTION SUGGESTIONS

As noted earlier, the underlying miscellaneous fill stratum is not anticipated to pose any constraints to the performance of the paved parking/drive areas. However, localized excavation of the miscellaneous fill stratum may be necessary if it interferes with the construction of the pavement section and utility installation.

Flexible pavement sections in this geographic area typically consist of an asphaltic concrete wearing course, a limerock base course and a stabilized subgrade (sub-base). Based on our experience in the area, the typical pavement section thicknesses noted in **Table A** below should be considered suitable for this project.

Table A: Typical Pavement Section Suggestions

Type of Layer		Material Description	Layer Thick	(ness (inches)			
Pavement			Light Duty	Medium Duty			
	(A)	Florida DOT Asphalt Type S	1.5	2.0			
		Crushed limerock with minimum LBR of					
	(B)	100, compacted to 98% of the Modified	6.0	8.0			
Flexible		Proctor maximum dry density					
Flexible		Stabilized sub-grade (sub-base) fill with a					
	(SB)	minimum LBR of 40 compacted to 95%	12.0	12.0			
		of the Modified Proctor maximum dry	12.0	12.0			
		density					
	(C)	Florida DOT Portland Cement Concrete	5.0	6.0			
Rigid		Stabilized sub-base with a minimum LBR					
Rigid	(SB)	of 40 compacted to 95% of the Modified	12.0	12.0			
		Proctor maximum dry density					
(A) = Asphaltic Concrete, (B) = Base Course, (SB) = Stabilized Sub-grade (Sub-base)							
(C) - Concre	oto.			•			

⁽C) = Concrete

The base course materials in the pavements should consist of crushed limerock having a minimum Limerock Bearing Ratio (LBR) of 100. Base materials should meet the requirements presented in the latest revisions of the Florida Department of Transportation "Specifications for Road and Bridge Construction", Section 911 (limestone). The base course should be compacted to at least 98 percent of the material's maximum dry density (ASTM D-1557). The subgrade should be stabilized to a depth of 12 inches to achieve a minimum LBR of 40. This can be obtained by blending base material (limerock) with the existing subgrade soils. The required mixing ratio should be determined by laboratory testing. The stabilized subgrade should be compacted to at least 95 percent of the material's maximum dry density (ASTM D-1557).

Where dumpsters are to be parked on the pavement, so that a considerable load is transferred from relatively small steel supports, it is recommended that rigid concrete pavement be constructed. In addition, the area utilized for unloading the dumpsters by heavy duty-trucks should also be provided with a rigid pavement. In accordance with the geotechnical requirements, a minimum portland concrete pavement thickness of 5 inches should be used in parking areas (light duty) and 6 inches in loading areas (medium duty), if rigid pavements are to be employed.



The concrete should be reinforced as necessary to withstand the traffic loadings anticipated and jointed to reduce the potential for crack development. The minimum rigid pavement thickness recommended herein is based upon concrete with an unconfined compressive strength of 4,000 pounds per square inch (psi) and a modulus of rupture of 450 psi.

Fill that may be required to raise grades in pavement areas should be compacted to at least 95 percent of the material's maximum dry density (ASTM D-1557).

Actual pavement section thicknesses should be provided by the design Civil Engineer based on traffic loads, volume, and the owner's design life requirements. The noted sections represent minimum thicknesses for typical local construction practices and, as such, periodic maintenance should be anticipated. All pavement materials and construction procedures should conform to FDOT, American Concrete Institute (ACI), or appropriate city/county requirements.

6.0 REPORT LIMITATIONS

Our professional services have been performed, findings obtained, and recommendations prepared in accordance with generally accepted geotechnical engineering principles and practices at the time of this report. This company is not responsible for the conclusions, opinions or recommendations made by others based on this data. No other warranties are implied or expressed. After the plans and specifications are complete, it is recommended that PSI be provided the opportunity to review the final design and specifications, in order to verify that the earthwork and foundation recommendations are properly interpreted and implemented. At that time, it may be necessary to submit supplemental recommendations.

The scope of investigation was intended to evaluate soil conditions within the influence of the proposed shallow foundations. The analyses and recommendations submitted in this report are based upon the data obtained from the soil borings performed at the locations indicated. If any subsoil variations become evident during the course of this project, a re-evaluation of the recommendations contained in this report will be necessary after we have had an opportunity to observe the characteristics of the conditions encountered. The applicability of the report should also be reviewed in the event significant changes occur in the design, nature or location of the proposed structure.

The scope of our services did not include an environmental assessment for the presence or absence of hazardous or toxic materials in the soil and groundwater. Any statements in this report regarding odors, staining of soils, or other unusual conditions observed are strictly for the information of our client.

This report has been prepared for the exclusive use of the City of Doral, and their design consultants, for the specific application to the design and construction of the proposed N.W. 114th Avenue Park in Doral, Florida.



7.0 CLOSURE

We trust this report is adequate for your current needs; however, should you have any questions or should additional information be required, please do not hesitate to contact our office at (305) 471-7725.

Respectfully Submitted,

Professional Service Industries, Inc. Certificate of Authorization No: 3684

Ian Kinnear, P.E. Chief Engineer

FL License No. 32614

Dhuruva (Dru) Badri, P.E. Department Manager FL License No. 68718

cc: Addressee (3 and PDF)

File (1 and PDF)

APPENDIX

Sheet 1: Site Vicinity Map Sheet 2: Site Photographs

Sheet 3: Aerial Photograph (2006) Sheet 4: Aerial Photograph (2007 July)

Sheet 5: Aerial Photograph (2007 September)

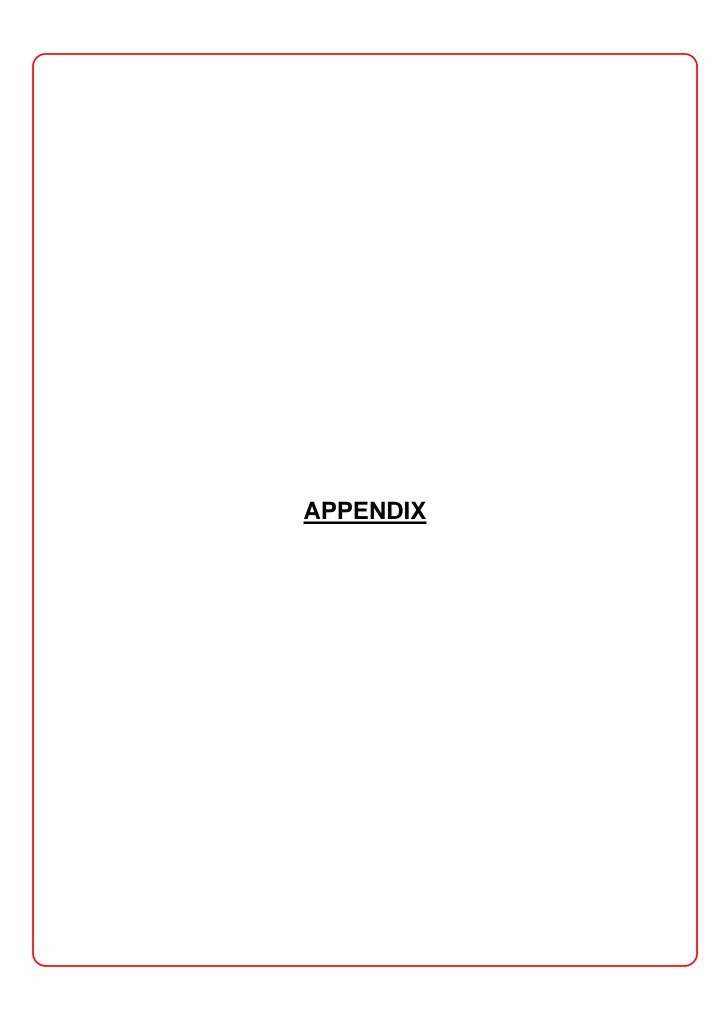
Sheet 6: Aerial Photograph (2009)
Sheet 7: Aerial Photograph (2014)
Sheet 8: Boring Location Plan

Boring Logs

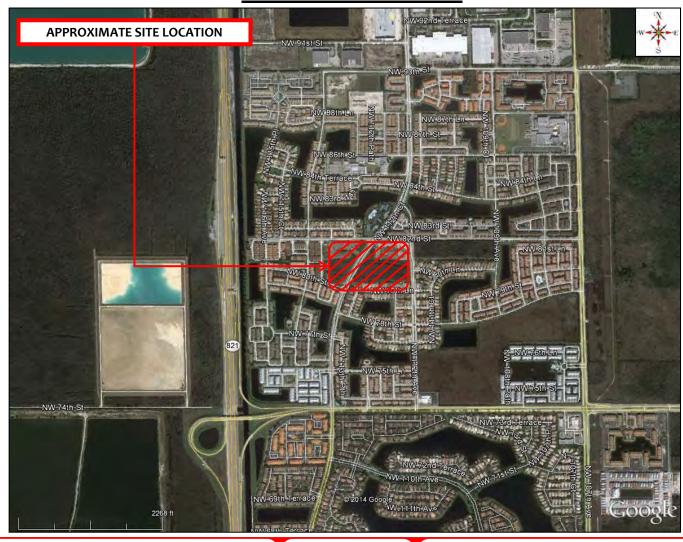
Table 1: Summary of Percolation Test Results

Schematic of Usual Open-Hole Percolation Test





SITE VICINITY MAP



GEOTECHNICAL ENGINEERING SERVICES
Proposed N.W. 114th Avenue Park
11300 N.W. 81st Terrace
Doral, Florida

DATE: 6/26/2014

DRAWN: CD

CHKD:: DB



SHEET No.: 1

SITE PHOTOGRAPHS













GEOTECHNICAL ENGINEERING SERVICES
Proposed N.W. 114th Avenue Park
11300 N.W. 81st Terrace
Doral, Florida

DATE: 6/26/2014

DRAWN: CD

CHKD:: DB



SHEET No.: 2

AERIAL PHOTOGRAPH (2006)



GEOTECHNICAL ENGINEERING SERVICES Proposed N.W. 114th Avenue Park 11300 N.W. 81st Terrace Doral, Florida

DATE: 6/26/2014

DRAWN: CD

CHKD:: DB



SHEET No.: 3

AERIAL PHOTOGRAPH (2007 JULY)



GEOTECHNICAL ENGINEERING SERVICES Proposed N.W. 114th Avenue Park 11300 N.W. 81st Terrace Doral, Florida

DATE: 6/26/2014

DRAWN: CD

CHKD:: DB



SHEET No.: 4

AERIAL PHOTOGRAPH (2007 NOVEMBER)



GEOTECHNICAL ENGINEERING SERVICES
Proposed N.W. 114th Avenue Park
11300 N.W. 81st Terrace
Doral, Florida

DATE: 6/26/2014

DRAWN: CD

CHKD:: DB



SHEET No.: 5

AERIAL PHOTOGRAPH (2009)



GEOTECHNICAL ENGINEERING SERVICES
Proposed N.W. 114th Avenue Park
11300 N.W. 81st Terrace
Doral, Florida

DATE: 6/26/2014

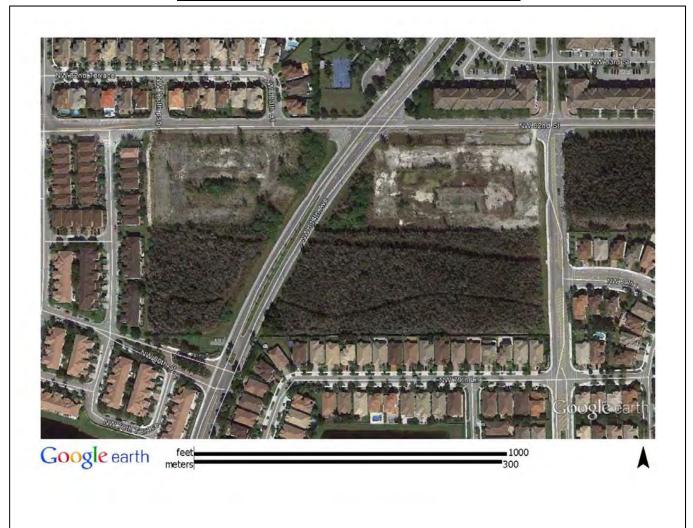
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CHKD:: DB

SHEET No.: 6



AERIAL PHOTOGRAPH (2014)



GEOTECHNICAL ENGINEERING SERVICES
Proposed N.W. 114th Avenue Park
11300 N.W. 81st Terrace
Doral, Florida

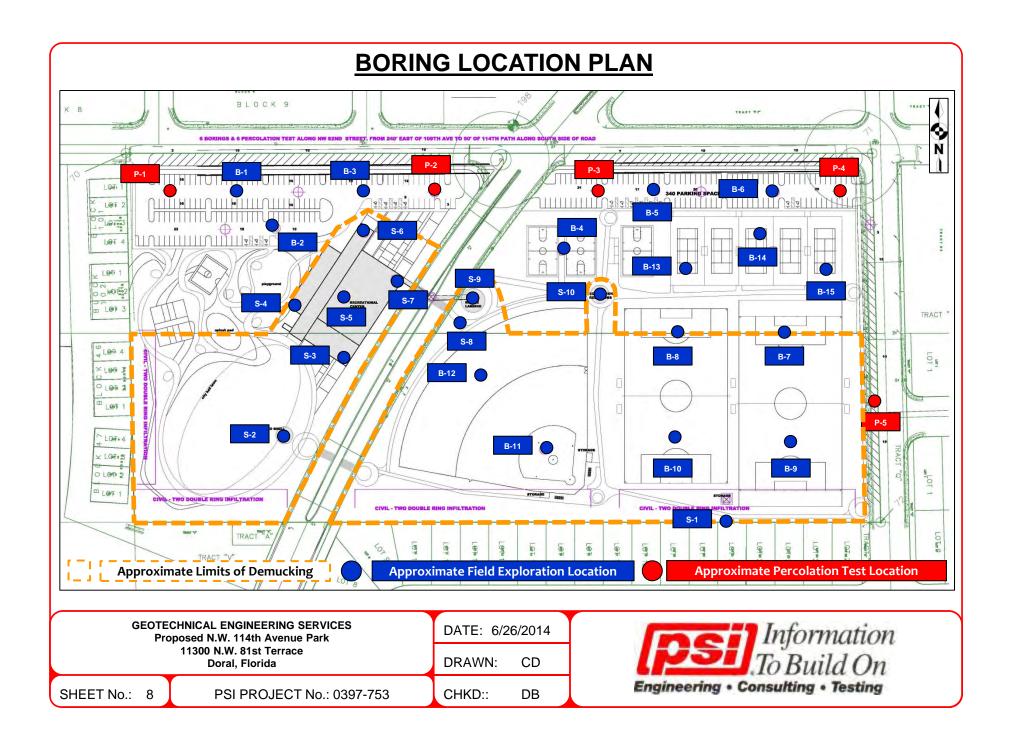
DATE: 6/26/2014

DRAWN: CD

CHKD:: DB



SHEET No.: 7



Professional Service Industries, Inc.

7950 N.W. 64th Street Miami, FL 33166

Telephone: (305) 471-7725 Fax: (305) 593-1915

LOG OF BORING B-1

Sheet 1 of 1

PSI Job No.: 0397-753 Project:

N.W. 114th Avenue Park Location: 11300 N.W. 81 Terrace

Doral, Florida

Drilling Method: SPT Sampling Method: SS

Hammer Type: Automatic Boring Location: Refer to Sheet 3

WATER LEVELS

▼ Upon Completion 3.6 feet

			,	1 101								▼ Del	ay	N/A
Elevation (feet)	Depth, (feet)	Graphic Log	Sample Type	Sample No.	Recovery (inches)	Station: N/A Offset: N/A MATERIAL DESC	CRIPTION	USCS Classification	SPT Blows per 6-inch (SS)	Moisture, %	N in Moistu STRE	ST DATA blows/ft re 25 NGTH, tsf	PL LL 50	Additional Remarks
Com	- 0			1 2 3	6.0 fi	Light Brown/Gray LIMEROCK		GP	17-20-17-1 N=37 17-14-24-2 N=38 21-18-12-1 N=30	8		2.0	4.0	
Date Date Logg Drillir	Boring Boring ed By: ng Conti	Starte Compl	d: lete		6/17/ 6/17/ P.W. PSI,	Auger Split-S	Cutting Bpoon Core	Texas (ampler	Long Drill I	itude: Rig: CME-75 arks:			

psi

Professional Service Industries, Inc.

7950 N.W. 64th Street Miami, FL 33166

Telephone: (305) 471-7725 Fax: (305) 593-1915

LOG OF BORING B-2

Sheet 1 of 1

PSI Job No.: 0397-753

Project: N.W. 114th Avenue Park Location: 11300 N.W. 81 Terrace

Doral, Florida

Drilling Method: SPT Sampling Method: SS

Hammer Type: Automatic
Boring Location: Refer to Sheet 3

WATER LEVELS

✓ While Drilling✓ Upon Completion✓ 3.4 feet

		Do	ral,	Flori	ida		Boring Location:	Refer to Sheet 3				▼ Delay N/A		
Elevation (feet)	Depth, (feet)	Graphic Log	Sample Type	Sample No.	Recovery (inches)	Station: N/A Offset: N/A MATERIAL DESC	CRIPTION	USCS Classification	SPT Blows per 6-inch (SS)	Moisture, %	N in bl	PENETRA CDATA ows/ft ⊚	ATION	N/A Additional Remarks
Elev	- 0 - 	i	Sal	1 2 3	Reco	Light Brown/Gray LIMEROCK	with Fine Sand	GP	19-19-16-18 N=35 18-17-21-29 N=38 23-19-15-11 N=34	3	▲ Qu	GTH, tsf ** 2.0	Qp 4.0	
Comple Date B Date B Logged Drilling	oring (oring (d By: Contr	Started Compl ractor:	d: lete		6.0 f 6/17 6/17 6/17 P.W. PSI,	/14 //14 Split-S Inc.	Cutting Poon	Гехаѕ	Auger I Sampler I	Drill F	ude: itude: Rig: CME-75 arks:			

Professional Service Industries, Inc.

7950 N.W. 64th Street Miami, FL 33166

Telephone: (305) 471-7725 Fax: (305) 593-1915

LOG OF BORING B-3

Sheet 1 of 1

PSI Job No.: 0397-753 Project:

N.W. 114th Avenue Park Location: 11300 N.W. 81 Terrace

Doral, Florida

Drilling Method: SPT Sampling Method: SS

Hammer Type: Automatic Boring Location: Refer to Sheet 3 WATER LEVELS

 While Drilling ▼ Upon Completion 3.6 feet

		50	,, ui,	1 101	iuu		Boning Location.					▼ Del	ay	N/A
Elevation (feet)	Depth, (feet)	Graphic Log	Sample Type	Sample No.	Recovery (inches)	Station: N/A Offset: N/A MATERIAL DESC	CRIPTION	USCS Classification	SPT Blows per 6-inch (SS)	Moisture, %	N in × Moistu STRE	ST DATA blows/ft PL LL 50	Additional Remarks	
	 			1 2 3	1	Light Brown/Gray LIMEROCK	with Fine Sand	GP	05 17-18-17-17 N=35 17-16-23-27 N=39 19-18-14-10 N=32	7	Qu o	**	4.0	
Comple	etion D	Depth:			6.0 fi	t Sample T	ypes:	Shelby	Tube	_atitu	de:			
Date B	oring S	Starte	d:		6/17	/14 Auger		neiby land A	Tube I	ong	tude:			
Date B		Compl	ete	d:	6/17/					א וווזכ Rema	Rig: CME-75 arks:			
Logged		•			P.W.	 		exas (
Drilling					PSI,	Inc. Lapproximate boundaries The tra	ye.e		JULIE					

Professional Service Industries, Inc.

7950 N.W. 64th Street Miami, FL 33166

Telephone: (305) 471-7725 Fax: (305) 593-1915

LOG OF BORING B-4

Sheet 1 of 1

PSI Job No.: 0397-753

Project: N.W. 114th Avenue Park Location: 11300 N.W. 81 Terrace

Doral, Florida

Drilling Method: SPT Sampling Method: SS

Hammer Type: Automatic Boring Location: Refer to Sheet 3

WATER LEVELS

▼ Upon Completion 3.8 feet

Completion Depth: Date Boring Completed Date Boring Completed: Date						uu							▼ Del	ay	N/A
Completion Depth: Date Boring Completed: Date Boring Started: Date Boring Started: Date Boring Started: Date Boring Started: Date Boring Completed: Date Boring Started: Date Boring Completed: Date Boring Started: Date	Elevation (feet)		Graphic Log	Sample Type	Sample No.	Recovery (inches)	Offset: N/A	CRIPTION	USCS Classification	SPT Blows per 6-inch (SS)	Moisture, %	TE: N in Moistu STRE	ST DATA blows/ft re 25 NGTH, tsf	PL LL 50	Additional Remarks
Date Boring Started: 6/17/14 Date Boring Completed: 6/17/14 Longitude: Drill Rig: CME-75 Remarks: Calif. Sampler	Comple				2	6.0 fi	Limerock Natural Moisture Content: 239 Passing No. 200 Sieve: 21% Light Brown/Gray LIMEROCK	with Fine Sand	GP	N=25 10-37-34-2 N=71 15-17-15-1 N=32	33	ıde:		>>·®	
Drilling Contractor: PSI, Inc.	Date B Date B Logged	oring (oring (d By:	Started Compl	d: eteo	d:	6/17/ 6/17/ P.W.	14 Auger Split-S	Cutting Poon	Hand A Calif. S	ampler	Long Drill f	itude: Rig: CME-75	5		

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LOG OF BORING B-5

Sheet 1 of 1

PSI Job No.: 0397-753

Project: N.W. 114th Avenue Park Location: 11300 N.W. 81 Terrace

Doral, Florida

Drilling Method: SPT Sampling Method: SS

Hammer Type: Automatic Boring Location: Refer to Sheet 3 WATER LEVELS

▼ Upon Completion 3.7 feet

		Do	ral,	Flori	da		Boring Location:	Refei	to Sneet 3			<u></u>	lay	N/A
Elevation (feet)	Depth, (feet)	Graphic Log	Sample Type	Sample No.	Recovery (inches)	Station: N/A Offset: N/A MATERIAL DESC	CRIPTION	USCS Classification	SPT Blows per 6-inch (SS)	Moisture, %	N × Mois	RD PENET EST DATA in blows/ft @	PL LL 50	Additional Remarks
	 			1 2 3	<u> </u>	Light Brown/Gray LIMEROCK and Traces of Silt Light Brown/Gray LIMEROCK		GP	21-11-12-14 N=23 18-48-46-42 N=94 27-33-20-17 N=53	2		2.0	>>®	
Comple Date B Date B Logged Drilling	oring (oring (d By:	Started Compl	d:	d :	6.0 ft 6/17/ 6/17/ P.W. PSI,	Auger Split-S	Cutting Poon	Shelby Hand A Calif. S	ampler	_atitu _ong Drill F	itude: Rig: CME-	75		

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LOG OF BORING B-6

Sheet 1 of 1

PSI Job No.: 0397-753

Project: N.W. 114th Avenue Park Location: 11300 N.W. 81 Terrace

Doral, Florida

Drilling Method: SPT Sampling Method: SS

Hammer Type: Automatic Boring Location: Refer to Sheet 3 WATER LEVELS

▼ Upon Completion 3.6 feet

		Do	ral,	Flori	da		Boring Location:	Refei	r to Sneet 3				_ Del	ау	N/A
Elevation (feet)	Offset: N/A Optiv (feet) Output Out				Recovery (inches)	Station: N/A Offset: N/A MATERIAL DESC	CRIPTION	USCS Classification	SPT Blows per 6-inch (SS)	Moisture, %	× M	TEST N in blo loisture	± GTH, tsf ₩	PL LL 50	Additional Remarks
	- 0 - 					(Uncontrolled FILL) Light Brow LIMEROCK with Fine Sand ar Asphalt Light Brown/Gray LIMEROCK and Traces of Silt			17-12-14-14 N=26		0	2	2.0	4.0	
	 - 5 -			3	<u> </u>	Light Brown/Gray LIMEROCK	with Fine Sand		19-36-42-33 N=78 29-31-21-19 N=52					>>® 	
			<u> </u>												
Comple	ation ^C	enth.			6.0 ff	: Sample T	wnes.			_atitu	ide.				
Date Bo Date Bo Logged Drilling	oring (oring (I By:	Started Compl	d:	d:	6.0 fi 6/17/ 6/17/ P.W. PSI,	Auger X Split-S	Cutting B	Shelby Hand A Calif. S Texas (tuger I ampler I	ong	itude: Rig: CM	IE-75			

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LOG OF BORING B-7

Sheet 1 of 1

PSI Job No.: 0397-753

Project: N.W. 114th Avenue Park Location: 11300 N.W. 81 Terrace

Doral, Florida

Drilling Method: SPT Sampling Method: SS

Hammer Type: Automatic
Boring Location: Refer to Sheet 3

WATER LEVELS

✓ While Drilling✓ Upon Completion✓ 4.3 feet

▼ Delay N/A

												☑ Del	ay	N/A
"	Depth, (feet)	Graphic Log	Sample Type	Sample No.	Recovery (inches)	Station: N/A Offset: N/A MATERIAL DESC		USCS Classification	SPT Blows per 6-inch (SS)	Moisture, %	N in b X Moistur STRE	T DATA llows/ft e e 25 llows/ft NGTH, tsf	PL LL 50	Additional Remarks
-	5			1 2 3		Light Brown/Gray LIMEROCK	with Fine Sand	GP	3-3-3-7 N=6 14-8-6-7 N=14 8-6-4-4 N=10			2.0	4.0	
Completion Date Bori Date Bori Logged B Drilling Co	ing S ing C By:	tarted compl	d: ete	d:	6.0 ft 6/17/ 6/17/ P.W. PSI,	14 Auger (X Split-Sp	Cutting F	helby land A alif. Sa exas C	uger ampler	Latitu Longi Drill F Rema	tude: Rig: CME-75			

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LOG OF BORING B-8

Sheet 1 of 1

PSI Job No.: 0397-753

Project: N.W. 114th Avenue Park Location: 11300 N.W. 81 Terrace

Doral, Florida

Drilling Method: SPT

Sampling Method: SS Hammer Type: Automatic Boring Location: Refer to Sheet 3 WATER LEVELS

 While Drilling ▼ Upon Completion 4.2 feet

	Dorai, i ionida						Bonnig Location		10 011001	Ü		▼ Del	ay	N/A
Elevation (feet)	Depth, (feet)	Offset: N/A Offset: N/A Offset: N/A Offset: N/A MATERIAL D Light Brown/Gray LIMER				MATERIAL DE		USCS Classification	SPT Blows per 6-inch (SS)	Moisture, %	N in b X Moistur STREI Qu	TDATA clows/ft e e 25 NGTH, tsf **	PL LL 50	Additional Remarks
		$\langle O^{\circ} \rangle$		1 2 3		Light Brown/Gray LIMERO	CK with Fine Sand	GP	3-4-3-6 N=7 9-7-7-7 N=14 6-5-5-4 N=10			20	4.0	
Compl Date E Date E Logge Drilling	Boring : Boring : d By:	Starte Comp	d: lete	d:	6.0 f 6/17 6/17 P.W PSI,	/14 /14 Spli	er Cutting	Shelby Hand A Calif. S Texas (ampler	Latitu Long Drill F Rema	itude: Rig: CME-75			

[psi]

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Sheet 1 of 1

PSI Job No.: 0397-753

Project: N.W. 114th Avenue Park Location: 11300 N.W. 81 Terrace

Doral, Florida

Drilling Method: Hand Auger

Sampling Method: SS Hammer Type: N/A

Boring Location: Refer to Sheet 3

WATER LEVELS

▼ Upon Completion 0.5 feet

Doral, Florida Boring Location: Refer to Sheet 3 Doral, Florida Doral, Florida	N/A
Elevation (feet) Complete (Section) Complete	Additional Remarks
0 U Dark Brown Slity PEAT	
PT	
Completion Depth: 2.0 ft Sample Types: Shelby Tube Latitude: Longitude: Shelby Tube Longitu	
Date Boring Completed: 6/20/14	
Logged By: P.W. Split-Spoon Calif. Sampler Remarks.	
Drilling Contractor: PSI, Inc. Rock Core Texas Cone The stratification lines represent approximate boundaries. The transition may be gradual	

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LOG OF BORING B-10

Sheet 1 of 1

PSI Job No.: 0397-753

Project: N.W. 114th Avenue Park Location: 11300 N.W. 81 Terrace

Doral, Florida

Drilling Method: Hand Auger

Sampling Method: SS Hammer Type: N/A

Boring Location: Refer to Sheet 3

WATER LEVELS

▼ Upon Completion 0.5 feet ▼ Delay N/A

			,										▼ Dela	ay	N/A
Elevation (feet)	Depth, (feet)	Graphic Log	Sample Type	Sample No.	Recovery (inches)	Station: N/A Offset: N/A MATERIAL DESC	CRIPTION	USCS Classification	SPT Blows per 6-inch (SS)	Moi	× M	TEST N in blo loisture 2 STRENG	PENETR DATA DWS/ft ③ DES DES DES DES DES DES DES DES DES DE		Additional Remarks
	- 0 - 	<u> </u>	en,	1	<u>.</u>	Dark Brown Sllty PEAT		PT			O			>>@	
Comple					2.0 ff		ypes:	Shelby 7	Гube	Latitu					
Date B Date B				q.	6/20/	Auger	Cutting 🖔 I	Hand Au	uger	Longi Drill F	Rig:				
Logged	d By:			u .	P.W.	M		Calif. Sa	ampler	Rema	ırks:				
Drilling	Contr				PSI,	Inc. Rock C	J010	Texas C	one						

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LOG OF BORING B-11

Sheet 1 of 1

PSI Job No.: 0397-753
Project: N.W. 114th Avenue Park
Location: 11300 N.W. 81 Terrace

Doral, Florida

Drilling Method: Hand Auger

Sampling Method: SS Hammer Type: N/A

Boring Location: Refer to Sheet 3

WATER LEVELS

✓ While Drilling 0.5 feet✓ Upon Completion 0.5 feet

▼ Delay N/A

		<u>▼</u> Delay N/A
Elevation (feet) Depth, (feet) Graphic Log Sample Type Sample No.	Station: N/A Offset: N/A MATERIAL DESCRIPTI	ON STANDARD PENETRATION TEST DATA N in blows/ft © Moisture DEST
	Dark Brown Slity PEAT	PT >>®
Date Boring Started: Date Boring Completed: Logged By:	2.0 ft Sample Types: 6/20/14 6/20/14 P.W. PSI, Inc. Sample Types: Auger Cutting Split-Spoon Rock Core	Shelby Tube Hand Auger Calif. Sampler Texas Cone Latitude: Longitude: Drill Rig: Remarks:

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LOG OF BORING B-12

Sheet 1 of 1

PSI Job No.: 0397-753 Project: N.W. 114th Aven

Project: N.W. 114th Avenue Park Location: 11300 N.W. 81 Terrace

Doral, Florida

Drilling Method: Hand Auger

Sampling Method: SS Hammer Type: N/A

Boring Location: Refer to Sheet 3

WATER LEVELS

▼ Upon Completion 0.5 feet ▼ Delay N/A

		Do	oral,	Flori	da		Boring Location:	Refer	to Sneet 3			 ▼ Del	ay	N/A
Elevation (feet)	Depth, (feet)	Graphic Log	Sample Type	Sample No.	Recovery (inches)	Station: N/A Offset: N/A MATERIAL DESC	CRIPTION	USCS Classification	SPT Blows per 6-inch (SS)	Moisture, %	N in b × Moisture STREN	T DATA lows/ft	PL LL 50	Additional Remarks
	0 -	71 7	1 11		Ţ	Dark Brown Sllty PEAT					0	2.0	4.0	
				1				PT					>>@)
Comple Date B Date B Logged	oring (Starte	d:	d:	3.0 ft 6/20/ 6/20/ P.W.	/14 /14 Auger	Cutting Poon		luger ampler	Latitu Longi Drill F Rema	itude: Rig:		-	
Drilling	Contr	actor:			PSI,		Core 🕌 T	Texas (Cone					

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LOG OF BORING B-13

Sheet 1 of 1

PSI Job No.: 0397-753 Project: N.W. 114th Avenue Park

Location: 11300 N.W. 81 Terrace

Doral, Florida

Drilling Method: SPT Sampling Method: SS

Hammer Type: Automatic Boring Location: Refer to Sheet 3 WATER LEVELS

 While Drilling ▼ Upon Completion 4.5 feet

	Du	лаı,	Fiori	lua		Bolling Location.	110101	to oncer o			<u>▼</u> Del	ay	N/A
Elevation (feet) Depth, (feet)	Graphic Log	Sample Type	Sample No.	Recovery (inches)	Station: N/A Offset: N/A MATERIAL DESC	CRIPTION	USCS Classification	SPT Blows per 6-inch (SS)	Moisture, %	N in X Moistu	D PENETF ST DATA blows/ft © re	PL LL 50	Additional Remarks
- 0 5 - 5			3	<u> </u>	Light Brown/Gray Silty Fine S Limerock Light Brown/Gray LIMEROCK	AND with	GP SM	7-10-14-23 N=24 15-18-41-2 N=59 16-13-13-1 N=26	1	A Qu	2.0	Qp 4.0)
Completion Date Boring Date Boring Logged By Drilling Cor	g Started g Compl :	d: lete	d:	6.0 ft 6/18/ 6/18/ L.R. PSI,	/14 Auger	Cutting Bpoon	Shelby Hand A Calif. S Fexas (ampler	Latitu Long Drill F Rema	itude: Rig: CME-55			

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LOG OF BORING B-14

Sheet 1 of 1

PSI Job No.: 0397-753

Project: N.W. 114th Avenue Park Location: 11300 N.W. 81 Terrace

Doral, Florida

Drilling Method: SPT Sampling Method: SS

Hammer Type: Automatic Boring Location: Refer to Sheet 3 WATER LEVELS

▼ Upon Completion 4.3 feet

	Dorai, Fionad											▼ Del	ay	N/A
Elevation (feet)	Depth, (feet)	Graphic Log	Sample Type	Sample No.	Recovery (inches)	Station: N/A Offset: N/A MATERIAL DESC	CRIPTION	USCS Classification	SPT Blows per 6-inch (SS)	Moisture, %	T Ni × Mois 0 STF	25 RENGTH, tsf	PL LL 50	Additional Remarks
				1 2 3	<u> </u>	Light Brown/Gray LIMEROCK Light Brown/Gray Silty Fine S. Limerock Light Brown/Gray LIMEROCK Silty Fine Sand Light Brown/Gray LIMEROCK	AND with	SM GP-GM	13-12-12-11 N=24 21-20-29-24 N=49 19-16-15-14 N=31	4		20	4.0	
Compl Date B Date B Logge Drilling	Soring Soring G Boring G By:	Started Compl	d: lete	d:	6.0 ft 6/17/ 6/17/ L.R. PSI,	14 Auger Split-S	Cutting 👸	Shelby Hand A Calif. S Texas (ampler	Drill F	ide: itude: Rig: CME-: arks:	55		

[psi]

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LOG OF BORING B-15

Sheet 1 of 1

PSI Job No.: 0397-753

Project: N.W. 114th Avenue Park Location: 11300 N.W. 81 Terrace

Doral, Florida

Drilling Method: SPT Sampling Method: SS

Hammer Type: Automatic
Boring Location: Refer to Sheet 3

WATER LEVELS

✓ While Drilling✓ Upon Completion✓ 4.3 feet

Doral, Florid	a	Boring Location: Refer	to Sheet 3		<u>▼</u> Delay	N/A
Elevation (feet) Depth, (feet) Graphic Log Sample Type Sample No.	Station: N/A Offset: N/A MATERIAL DESC	CRIPTION Classification	SPT Blows per 6-inch (SS)	% Moistur o STREI Qu Qu	D PENETRATION ST DATA Slows/ft ⊚ e PL 25 LL 50 NGTH, tsf	Additional Remarks
	(TOPSOIL) Dark Brown Orga with Traces of Roots Light Brown/Gray Silty Fine S. Limerock Light Brown/Gray LIMEROCK	SAND with SM	9-9-12-16 N=21 15-9-7-7 N=16		2.0 4.0	
Date Boring Started: Date Boring Completed: Logged By:	6.0 ft Sample T 6/18/14 Auger 6/18/14 Split-S PSI, Inc.	Cutting Hand A	uger Diampler R	atitude: ongitude: rill Rig: CME-55 emarks:		

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LOG OF BORING S-1

Sheet 1 of 1

0397-753 PSI Job No.:

Project: N.W. 114th Avenue Park Location: 11300 N.W. 81 Terrace

Doral, Florida

Drilling Method: SPT Sampling Method: SS

Hammer Type: Automatic Boring Location: Refer to Sheet 3 WATER LEVELS

▼ Upon Completion 3.7 feet

		Do	raı,	Flori	da		Boring Location:	Refer	to Sneet 3				_ Dela	ay .	N/A
Elevation (feet)	Depth, (feet)	Graphic Log	Sample Type	Sample No.	Recovery (inches)	Station: N/A Offset: N/A MATERIAL DESC	CRIPTION	USCS Classification	SPT Blows per 6-inch (SS)	Moisture, %	× 0	TEST N in bloom Moisture STREN Qu	± 25 GTH, tsf ₩	PL LL 50	Additional Remarks
	0 -		$\backslash I$			Dark Brown Organic Fine SAN		OL			0	<u> </u>	2.0	4.0	
		77.7	M	1		Dark Brown Silty PEAT with T Limerock	races of		6-3-2-3 N=5						
			\bigvee	2	Ž	Natural Moisture Content = 29 Organic Content = 53%	93%	PT	2-2-2-1 N=4						
	- 5 -	<u> </u>	\mathbb{I}	3		Light Brown/Gray LIMESTON	E with Fine	-	1-1-1-14 N=2						
			\bigvee	4		Sand		;	35-30-25-30 N=55)				>>©)
	- 10 -		\bigvee	5				:	28-24-24-2 ⁻ N=48						
	- - 15 -			6					23-20-20 N=40					<i>§</i>	
	- 20 -			7					12-11-10 N=21						
	L											L			
Compl					20.0	·	ypes:	Shelby	Tube	atitu	de:				
Date B				٦٠	6/18/ 6/18/	14 Auger	Cutting 🖑 I	Hand A	uger I	Orill F	itude: Rig: Cl	ME-55			
Logge		Compi	CiC	۷.	L.R.	Split-S	<u> </u>		ampler l	Rema	arks:				
Drilling		ractor:			PSI,	Inc. Rock 0	Core	Texas (Cone						

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LOG OF BORING S-2

Sheet 1 of 1

PSI Job No.: 0397-753 Project: N.W. 114th Avenue Park Location: 11300 N.W. 81 Terrace

Doral, Florida

Drilling Method: Hand Auger

Sampling Method: SS Hammer Type: N/A

Boring Location: Refer to Sheet 3

WATER LEVELS

 While Drilling
 Whil ▼ Upon Completion 0.5 feet

												▼ Del	ay	N/A
Elevation (feet)	O Depth, (feet)	Graphic Log	Sample Type	Sample No.	Recovery (inches)	Station: N/A Offset: N/A MATERIAL DESC	CRIPTION	USCS Classification	SPT Blows per 6-inch (SS)	Moisture, %	T N ii	RENGTH, tsf	PL LL 50	Additional Remarks
Compl		<u> </u>	en,	1	3.0 fi	Dark Brown Slity PEAT Sample T	ypes:	PT	Tuhe	Latitu	de:		>>©	
Date E					6/20/	444	 `	Shelby T Hand Au	Tube	Longi	tude:			
Date E	Boring (d:	6/20/	114 Auger		Hand Au Calif. Sa	I	Drill F Rema	Rig: arks:			
Logge		4			P.W.	Ini		Jaiir. Sa Texas C		i (CIII)	ai i\3.			
Drilling The st	Contr	actor:	200	renro	PSI,	Inc. Rock Capproximate boundaries. The tra	V		OHE					

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LOG OF BORING S-3

Sheet 1 of 1

PSI Job No.: 0397-753 Project: N.W. 114th Avenue Park Location: 11300 N.W. 81 Terrace

Doral, Florida

Drilling Method: Hand Auger

Sampling Method: SS Hammer Type: N/A

Boring Location: Refer to Sheet 3

WATER LEVELS

 While Drilling ▼ Upon Completion 0.5 feet

			ıı aı,	1 1011	iuu		Boning Location.	. 10.0. 1				▼ Del	ay	N/A
Elevation (feet)	Depth, (feet)	Graphic Log	Sample Type	Sample No.	Recovery (inches)	Station: N/A Offset: N/A MATERIAL DESC	CRIPTION	USCS Classification	SPT Blows per 6-inch (SS)	Moisture, %	N in t X Moistur	ST DATA blows/ft ©	PL LL 50	Additional Remarks
	0 -	<u> </u>	enz.	1		Dark Brown Slity PEAT		PT	SF		Qu o	2.0	4.0 >>@	
Completic Date Bori Date Bori Logged E Drilling C	ing S ing (3y:	Started	d:	d:	2.0 ft 6/20/ 6/20/ P.W. PSI,	Auger Split-S	Cutting B F	Shelby T Hand Au Calif. Sar Fexas Co	ger mpler	Latitu Longi Drill F Rema	tude: Rig:			

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LOG OF BORING S-4

Sheet 1 of 1

PSI Job No.: 0397-753

Project: N.W. 114th Avenue Park Location: 11300 N.W. 81 Terrace

Doral, Florida

Drilling Method: SPT Sampling Method: SS

Hammer Type: Automatic Boring Location: Refer to Sheet 3 WATER LEVELS

▼ Upon Completion 3.7 feet

			,	1 1011								▼ Delay	/	N/A
Elevation (feet)	O Depth, (feet)	Graphic Log	Sample Type	Sample No.	Recovery (inches)	Station: N/A Offset: N/A MATERIAL DESC		USCS Classification	SPT Blows per 6-inch (SS)	Moisture, %	N in blu Moisture STREN Qu	DATA Dows/ft F L B GTH, tsf		Additional Remarks
-				2	<u> </u>	Light Brown/Gray LIMEROCK (Uncontrolled FILL) Light Brown Fine SAND with Limerock and Concrete (Uncontrolled FILL) Light Brown SILT with Limerock and Trace	wn/Gray Silty d Traces of	SM	23-19-21-27 N=40 24-24-17-23 N=41 22-13-16-20	3			9	
-	- 10 -			4		Light Brown/Gray LIMESTON Sand	E with Fine		N=29 32-26-21-24 N=47 23-16-25-23 N=41					
-	- 15 -			6					32-29-28 N=57				>>®	
-	20 -			7					10-13-16 N=29					
Comple Date Bo Date Bo Logged Drilling	oring S oring (By: Contra	Started Compl actor:	ete		20.0 6/16/ 6/16/ L.R. PSI,	14 Auger Split-S	Cutting	Texas	tuger [Drill F	ide: itude: Rig: CME-55 arks:	•	1	

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LOG OF BORING S-5

Sheet 1 of 1

PSI Job No.: 0397-753

Project: N.W. 114th Avenue Park Location: 11300 N.W. 81 Terrace

Doral, Florida

Drilling Method: SPT Sampling Method: SS

Hammer Type: Automatic Boring Location: Refer to Sheet 3 WATER LEVELS

 While Drilling ▼ Upon Completion 3.6 feet

Dorai, Fiori	ida	Borning Education: Trefer		<u>▼</u> Delay	N/A
Elevation (feet) Depth, (feet) Graphic Log Sample Type Sample No.	Station: N/A Offset: N/A MATERIAL DESC	USCS OK	SPT Blows	STANDARD PENETRATION TEST DATA N in blows/ft ⊚ × Moisture 25 LL 50 STRENGTH, tsf A Qu	Additional Remarks
0 0 1 1 2 2 3 3 3 4 4 5 5 10 10 10 10 10 10 10 10 10 10 10 10 10	Light Brown/Gray LIMEROCK (Uncontrolled FILL) Light Bro Fine SAND with Limerock and Concrete Light Brown/Gray LIMESTON Sand	GP down/Gray Silty d Traces of SM	19-20-21-25 N=41 24-24-18-17 N=42 14-10-16-22 N=26 31-24-26-25 N=50 21-18-22-22 N=40		
Completion Depth: Date Boring Started: Date Boring Completed: Logged By:	20.0 ft Sample T 6/16/14 Auger Split-S	Cutting Hand A	uger Drill R	tude: lig: CME-55	
Drilling Contractor:	PSI, Inc. Rock (V	Cone		

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LOG OF BORING S-6

Sheet 1 of 1

PSI Job No.: 0397-753

Project: N.W. 114th Avenue Park Location: 11300 N.W. 81 Terrace

Doral, Florida

Drilling Method: SPT Sampling Method: SS

Hammer Type: Automatic Boring Location: Refer to Sheet 3 WATER LEVELS

 While Drilling ▼ Upon Completion 3.4 feet

Dorai, Fior	lua	Borning Location. Rele	ii to Sneet S	∑ Delay N/A
Elevation (feet) Depth, (feet) Graphic Log Sample Type Sample No.	Station: N/A Offset: N/A MATERIAL DESC	CRIPTION OSCS Classification	SPT Blows per 6-inch (SS)	STANDARD PENETRATION TEST DATA N in blows/ft © X Moisture PL DEST DATA N in blows/ft © X Moisture PL DEST DATA N in blows/ft © Additional Remarks STRENGTH, tsf Qu X Qp DEST DATA Additional Remarks
1 2 2 3 3 4 4 5 5 - 10 X 6 6 - 15 X 7 - 20 7	Light Brown/Gray LIMEROCK (Uncontrolled FILL) Light Brown Fine SAND with Limerock and Concrete Light Brown/Gray LIMESTON Sand	wn/Gray Silty d Traces of	14-23-25-36 N=48 20-29-21-21 N=50 17-7-22-28 N=29 47-23-25-31 N=48 25-20-30-28 N=50 (50/3") N=50/3"	>>®
Completion Depth: Date Boring Started: Date Boring Completed: Logged By: Drilling Contractor:	20.0 ft Sample T 6/16/14 6/16/14 L.R. PSI, Inc.	Cutting Hand	Auger Lo Sampler Re	ititude: ingitude: ill Rig: CME-55 emarks:

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LOG OF BORING S-7

Sheet 1 of 1

0397-753 PSI Job No.: Project: N.W. 114th Avenue Park Location: 11300 N.W. 81 Terrace

Doral, Florida

Drilling Method: SPT Sampling Method: SS

Hammer Type: Automatic Boring Location: Refer to Sheet 3 WATER LEVELS

 While Drilling ▼ Upon Completion 4.3 feet

▼ Delay N/A

												☑ Del	ay	N/A
Elevation (feet) O Depth, (feet)	Graphic Log	Sample Type	Sample No.	Recovery (inches)	Station: N/A Offset: N/A MATERIAL DESC		USCS Classification	SPT Blows per 6-inch (SS)	Moi	× 0	N in blo	DATA ows/ft ©	PL LL 50	Additional Remarks
-			2	<u> </u>	(Uncontrolled FILL) Light Brow Fine SAND with Limerock and Concrete	vn/Gray Silty Traces of		11-20-20-2i N=40 17-22-18-1 N=40					© 	
- 5 - - -			345		Light Brown/Gray LIMESTONI Sand	E with Fine		15-11-19-2(N=30 32-28-26-2: N=54 18-19-21-2 N=40	5				>>©	,
- 10 - - - - 15			6					32-(50/3") N=50/3"					>>@)
- 20			7					(50/4") N=50/4"					>>@	
Completion Date Boring Date Boring Logged By: Drilling Con	Started Compl	d: ete	d:	20.0 6/16/ 6/16/ L.R. PSI,	14 Auger X Split-S	Cutting Poon	Shelby Hand A Calif. S Fexas (ampler	Latitu Longi Drill R Rema	tude: Rig: Cl	ME-55			

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Sheet 1 of 1

PSI Job No.: 0397-753

Project: N.W. 114th Avenue Park Location: 11300 N.W. 81 Terrace

Doral, Florida

Drilling Method: SPT Sampling Method: SS

Hammer Type: Automatic
Boring Location: Refer to Sheet 3

WATER LEVELS

✓ While Drilling✓ Upon Completion✓ 3.5 feet

▼ Delay N/A

									▼ Dela	ау	N/A
	Graphic Log Sample Type Sample No.	Station: N/A Offset: N/A MA	ATERIAL DESCI	RIPTION	USCS Classification	SPT Blows per 6-inch (SS)	Moisture, %	N in b × Moistur STREI	ST DATA slows/ft e e 25 NGTH, tsf **	PL LL 50	Additional Remarks
- 10 15 - 15 15 - 15	1 2 3 3 4 4 5 5 6 6	with Traces Dark Brown Limerock Light Brown	Dark Brown Organics of Roots In Silty PEAT with Train/Gray LIMEROCK von/Gray LIMESTONE	aces of		1-1-1-8 N=2 8-7-13-12 N=20 11-21-23-23 N=44 15-38-44-27 N=82 24-20-21-18 N=41 21-26-26 N=52	3	A Qu	20	Qp 4.0 >> ®	
Completion De Date Boring St Date Boring Co Logged By: Drilling Contract	arted: ompleted:	20.0 ft 6/18/14 6/18/14 L.R. PSI, Inc.	Sample Tyl Auger C Split-Spi Rock Co	cutting F	Shelby Hand A Calif. Sa Texas (uger [ampler F	Latitu Longi Drill F Rema	itude: Rig: CME-55			

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LOG OF BORING S-9

0397-753 PSI Job No.:

Project: N.W. 114th Avenue Park Location: 11300 N.W. 81 Terrace

Doral, Florida

Drilling Method: SPT

Sampling Method: SS Hammer Type: Automatic Boring Location: Refer to Sheet 3

Sheet 1 of 1 WATER LEVELS

▼ Upon Completion 3.6 feet

Dora	i, Fiorida		Borning Location.	. IXCICI	i to oneet o			▼ Dela	ay	N/A
Elevation (feet) Depth, (feet) Graphic Log	Sample No.	Station: N/A Offset: N/A MATERIAL	DESCRIPTION	USCS Classification	SPT Blows per 6-inch (SS)	Moisture, %	N in b	T DATA lows/ft © P 25 NGTH, tsf **	PL LL 50	Additional Remarks
	1 2 3 4 5 6	Dark Brown Silty PEA' Limerock Natural Moisture Controrganic Content = 489 Light Brown/Gray LIMI Sand	ent = 369% %		(W.O.H.) N=W.O.H. N=0 1-1-1-1 N=2 W.O.H.)-12- N=12 9-12-14-16 N=26 17-22-20-19 N=42	-9		20	>>@	
Completion Depth: Date Boring Started: Date Boring Complete Logged By: Drilling Contractor:	6 ed: 6 L	0.0 ft	Auger Cutting Split-Spoon	Shelby Hand A Calif. S Texas	ampler	Latitu Longi Drill F Rema	itude: Rig: CME-55		1	

psi

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LOG OF BORING S-10

Sheet 1 of 1

PSI Job No.: 0397-753

Project: N.W. 114th Avenue Park Location: 11300 N.W. 81 Terrace

Doral, Florida

Drilling Method: SPT Sampling Method: SS

Hammer Type: Automatic
Boring Location: Refer to Sheet 3

WATER LEVELS

✓ While Drilling✓ Upon Completion✓ 4.3 feet

▼ Delay N/A

													▼ Del	ay	N/A
Elevation (feet)	Depth, (feet)	Graphic Log	Sample Type	Sample No.	Recovery (inches)	Station: N/A Offset: N/A MATERIAL DESC	CRIPTION	USCS Classification	SPT Blows per 6-inch (SS)	Moisture, %	× N	N in blo //oisture 2 STRENG	DATA ows/ft a a control PL LL 50	Additional Remarks	
	- 0 -			1		Light Brown/Gray LIMEROCK Light Brown/Gray Silty Fine S/ Limerock		GP SM	8-7-9-7 N=16		0		.0	4.0	
			M	2		Light Brown/Gray LIMEROCK	with Fine Sand		5-21-26-16 N=47						
	5 -		$\sqrt{ }$	3				GP	16-17-11-8 N=28						
				4		Light Brown/Gray LIMESTONI Sand	E with Fine		29-32-20-18 N=52	3				>>©)
	10 -		\bigvee	5					18-16-16-1 N=32	5					
			\boxtimes	6					(50/3") N=50/3"					>>©	
	- 20 -			7				_	24-10-12 N=22						
Comploate B Date B Logged Drilling	oring oring d By:	Started Comple		d:	20.0 6/18/ 6/18/ L.R. PSI,	Auger Split-S	Cutting poon	Shelby Hand A Calif. S Texas	Auger I	_atitu _ongi Drill F Rema	tude: Rig: CN	⁄IE-55		, ,	

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LOG OF BORING P-1

Sheet 1 of 1

PSI Job No.: 0397-753

Project: N.W. 114th Avenue Park Location: 11300 N.W. 81 Terrace

Doral, Florida

Drilling Method: SPT Sampling Method: SS

Hammer Type: Automatic Boring Location: Refer to Sheet 3 WATER LEVELS

▼ Upon Completion 4.9 feet

			,									▼ Dela	ay	N/A
Elevation (feet)	Depth, (feet)	Graphic Log	Sample Type	Sample No.	Recovery (inches)	Station: N/A Offset: N/A MATERIAL DESC		USCS Classification	SPT Blows per 6-inch (SS)	Moisture, %	N in bl Moisture STREN Qu	T DATA ows/ft ⊚	PL LL 50 Qp 4.0	Additional Remarks
	 			2	<u>.</u>	Light Brown/Gray LIMEROCK Light Brown/Gray Silty Fine S Limerock Natural Moisture Content: 22 Passing No. 200 Sieve: 19% Light Brown/Gray LIMEROCK	SAND with	GP SM	13-14-10-8 N=24 9-11-9-20 N=20 24-27-13-1 ¹ N=40				9	
	 - 10 -			5		Light Brown/Gray LIMEROCK Sand and Traces of Wood Fra Light Brown/Gray LIMESTON Sand	agments	GM	9-4-4-4 N=8 7-12-9-10 N=21					
	 - 15 -			6		Note: Percolation Test Perford Below the Ground Surface	med at 15 Feet		32-28-26 N=54				>>®	
Compl Date B Date B Logged Drilling	oring (oring (d By:	Started Compl	d: lete	d:	15.0 6/17/ 6/17/ L.R. PSI,	14 Auger 14 Split-S	Cutting 👸 I	Shelby Hand A Calif. S Texas (uger [ampler F	Orill F	ide: itude: Rig: CME-55 arks:			

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LOG OF BORING P-2

Sheet 1 of 1

PSI Job No.: 0397-753

Project: N.W. 114th Avenue Park Location: 11300 N.W. 81 Terrace

Doral, Florida

Drilling Method: SPT Sampling Method: SS

Hammer Type: Automatic Boring Location: Refer to Sheet 3 WATER LEVELS

 While Drilling ▼ Upon Completion 3.6 feet

Dorai, Fiori	ua	Borning Location. Refer	to oneer o	Ţ Delay N
Elevation (feet) Depth, (feet) Graphic Log Sample Type Sample No.	Station: N/A Offset: N/A MATERIAL DESC	USCS OK	SPT Blows per 6-inch (SS)	STANDARD PENETRATION TEST DATA N in blows/ft ③ X Moisture PL DEST DATA N in blows/ft ③ DEST DATA N in blows/ft ③ DEST DATA N in blows/ft ⑤ DEST DATA N in blows/ft ⑥ DEST DAT
	Light Brown/Gray LIMEROCK Light Brown/Gray LIMESTON Sand	GP : NE with Fine	16-17-12-8 N=29 20-23-17-25 N=40 17-17-10-10 N=27	
5 - 10	Note: Percolation Test Perfor Below the Ground Surface		N=35 14-13-11-11 N=24 21-18-15 N=33	
Completion Depth: Date Boring Started: Date Boring Completed: Logged By: Drilling Contractor:	15.0 ft Sample T 6/17/14 6/17/14 Auger Split-S PSI, Inc.	r Cutting Hand A	uger Lor ampler Re	tude: gitude: I Rig: CME-55 narks:

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LOG OF BORING P-3

Sheet 1 of 1

0397-753 PSI Job No.:

Project: N.W. 114th Avenue Park Location: 11300 N.W. 81 Terrace

Doral, Florida

Drilling Method: SPT Sampling Method: SS

Hammer Type: Automatic Boring Location: Refer to Sheet 3 WATER LEVELS

▼ Upon Completion 3.7 feet

Doral, Flor	iua	Boiling Location. Refer	to officet o	<u>▼</u> Delay	N/A
Elevation (feet) Depth, (feet) Graphic Log Sample Type Sample No.	Station: N/A Offset: N/A MATERIAL DESC	CRIPTION OSCS Classification	SPT Blows per 6-inch (SS) Moisture, %	STANDARD PENETRATION TEST DATA N in blows/ft ③ × Moisture 0 25 PL 0 LL 50 STRENGTH, tsf A Qu ** Qp 0 2.0 4.0	Additional Remarks
	Light Brown/Gray LIMEROCK Light Brown/Gray Silty Fine S. Limerock Natural Moisture Content: 279 Passing No. 200 Sieve: 20% Light Brown/Gray LIMEROCK	AND with % SM General Section of the section of th	12-13-9-7 N=22 7-28-22-20 N=50		
4	Light Brown/Gray LIMESTON Sand	E with Fine	25-14-11-10 N=25 25-46-35-24 N=81 22-19-17-15 N=36	>>®	
6 - 15	Note: Percolation Test Perform Below the Ground Surface		25-(50/5") N=50/5)"	>>®	
Completion Depth: Date Boring Started: Date Boring Completed: Logged By: Drilling Contractor:	15.0 ft Sample T 6/17/14 6/17/14 L.R. PSI, Inc.	Cutting	uger Long Drill ampler Rem	ude: itude: Rig: CME-55 arks:	

psi

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LOG OF BORING P-4

Sheet 1 of 1

PSI Job No.: 0397-753

Project: N.W. 114th Avenue Park Location: 11300 N.W. 81 Terrace

Doral, Florida

Drilling Method: SPT Sampling Method: SS

Hammer Type: Automatic
Boring Location: Refer to Sheet 3

WATER LEVELS

✓ While Drilling 3.9 feet✓ Upon Completion 3.9 feet

▼ Delay N/A

												▼ Del	ay	N/A
Elevation (feet)	Depth, (feet)	Graphic Log	Sample Type	Sample No.	Recovery (inches)	Station: N/A Offset: N/A MATERIAL DESC		USCS Classification	SPT Blows per 6-inch (SS)	Moisture, %	N in b × Moisture	T DATA lows/ft ⊚	PL LL 50	Additional Remarks
	- 0 -			1		Light Brown/Gray LIMEROCK (Uncontrolled FILL) Light Brow Fine SAND with Limerock, Tra			18-13-16-17 N=29	7				
				2	,	Concrete and Pieces of Wire Natural Moisture Content: 22% Passing No. 200 Sieve: 14% Light Brown/Gray LIMEROCK		SM	14-33-42-29 N=75	9			>>@	
	- 5 -			3	-			GP	13-7-5-3 N=12					
				4		Light Brown/Gray LIMEROCK Sand and Traces of Roots	with Silty Fine	GM	4-6-6-8 N=12					
				5		Light Brown/Gray LIMESTONI Sand	E with Fine		11-12-12-13 N=24	3				
	- 10 -]]]											
				6					(50/5") N=50/5)"				>>®	1
	- 15 -					Note: Percolation Test Perform Below the Ground Surface	med at 15 Feet		N-50/5)					
Comple Date Bo Date Bo Logged	oring oring oring or in the second or in	Started Compl	d:	d:	15.0 6/17/ 6/17/ L.R.	Auger X Split-S	Cutting Poon	Shelby Hand A Calif. S Texas (ampler	⊥atitu _ongi Drill F Rema	tude: Rig: CME-55			
Drilling	CUIIII	aυιUI.			PSI,	IIIC.								

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LOG OF BORING P-5

Sheet 1 of 1

PSI Job No.: 0397-753

Project: N.W. 114th Avenue Park Location: 11300 N.W. 81 Terrace

Doral, Florida

Drilling Method: SPT

Sampling Method: SS
Hammer Type: Automatic
Boring Location: Refer to Sheet 3

WATER LEVELS

✓ While Drilling✓ Upon Completion✓ 3.2 feet

▼ Delay N/A

													▼ Del	ay	N/A
Elevation (feet)	Depth, (feet)	Graphic Log	Sample Type	Sample No.	Recovery (inches)	Station: N/A Offset: N/A MATERIAL DESC		USCS Classification	SPT Blows per 6-inch (SS)	Moisture, %	× M	TEST N in blo Moisture STREN Qu	PENETF DATA ows/ft	PL LL 50	Additional Remarks
	- 0 - 			1		(TOPSOIL) Dark Brown Organ with Traces of Roots Light Brown/Gray LIMEROCK Sand Light Brown/Gray LIMEROCK	with Silty Fine	OL GM	5-8-24-21 N=32						
	 			2	<u> </u>			GP	13-13-13-19 N=26	9					
	- 5 - 			3		Light Brown/Gray LIMESTON Sand	E with Fine		8-2-2-2 N=4 9-17-15-17	,					
	 			5					N=32 15-14-16-16 N=30						
Comple	- 10 -	Donth		6	15.0	Note: Percolation Test Perforr Below the Ground Surface			19-21-20 N=41	Office	do				
Comple Date B Date B Logged Drilling	oring (oring (d By:	Started Compl	d:	d:	15.0 6/17/ 6/17/ L.R. PSI,	Auger Split-S	Cutting ©	Shelby Hand A Calif. S Texas (ampler	Latitu Long Drill F Rema	itude: Rig: CN	ИЕ-55			



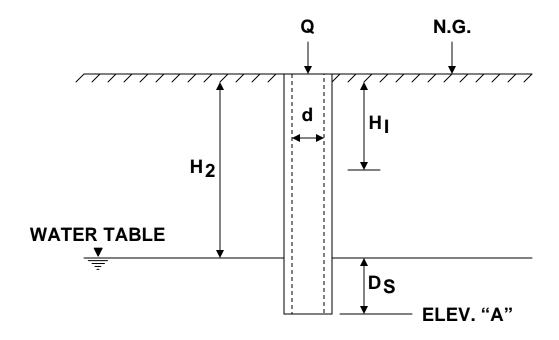
TABLE 1: SUMMARY OF PERCOLATION TEST RESULTS PROPOSED N.W. 114TH AVENUE PARK 11300 N.W. 81ST STREET DORAL, FLORIDA PSI PROJECT NO. 0397-753

Test	Date	Diameter		Depth of	Depth to Grou	ndwater Level	Hydraulic	Saturated Hole	Average	K, Hydraulic	
No.	Performed	Casing	PVC	Hole	Below Ground	l Surface (Feet)	Head, H2	Depth, Ds	Flow Rate, Q	Conductivity	
		(Inches)	(Inches)	(Feet)	Prior to Test		(Feet)	(Feet)	(gpm)	cfs/ft ² -ft	
P-1	17-Jun-14	6	4	15.0	4.9	0.0	4.9	10.1	58.0	1.3E-03	
P-2	17-Jun-14	6	4	15.0	3.6	0.0	3.6	11.4	58.0	1.7E-03	
P-3	17-Jun-14	6	4	15.0	3.7	0.0	3.7	11.3	58.0	1.7E-03	
P-4	17-Jun-14	6	4	15.0	3.9	0.0	3.9	11.1	58.0	1.6E-03	
P-5	17-Jun-14	6	4	15.0	3.2	0.0	3.2	11.8	58.0	1.9E-03	

Note:

- (1) The above hydraulic conductivity values are for a french drain installed to the same depth as the borehole tests. The values represent an ultimate value. The designer should apply the appropriate factor of safety.
- (2) The hydraulic conductivity values were calculated based on the South Florida Water Management District's USUAL OPEN HOLE CONSTANT HEAD percolation test procedure as shown on the following page.
- (3) A hole diameter of six inches was used in the computation of the Hydraulic Conductivity value presented in the above table.

USUAL OPEN – HOLE TEST



$$K = \frac{4Q}{\pi d (2H_2^2 + 4H_2D_S + H_2d)}$$

K= HYDRAULIC CONDUCTIVITY (CFS/FT.2 - FT.HEAD)

Q= "STABILIZED" FLOW RATE (CFS)

d= DIAMETER OF TEST HOLE (FEET)

H₂ = DEPTH TO WATER TABLE (FEET)

D_S = SATURATED HOLE DEPTH (FEET)

ELEV. "A"= PROPOSED TRENCH BOTTOM ELEV.

H_I = AVERAGE HEAD ON UNSATURATED HOLE SURFACE (FT.HEAD)







Mr. Jorge Gomez, P.E., Chief of Engineering **City of Doral** 8401 N.W. 53rd Terrace, 2nd Floor Doral, Florida 33166

Re: Report of Geotechnical Engineering Services

Proposed N.W. 114th Avenue Park 11300 N.W. 81st Terrace, Doral, Florida

PSI Project No.: 0397-753

Dear Mr. Gomez:

Professional Service Industries, Inc. (PSI) has completed a geotechnical engineering study in connection with the above referenced project. Our services were provided in general accordance with PSI Proposal No. P0-397-124568, dated May 29, 2014. Authorization to proceed was provided by means of a City of Doral – Work Order for Professional Services, dated, May 30, 2014. This report provides an overview of the work completed by us in connection with the study and provides recommendations for use in site preparation and foundation design.

1.0 PROJECT INFORMATION

1.1 GENERAL

The area of study is an approximate ±18 acres parcel of land located on the southwest corner of N.W. 82nd Street and 112th Avenue in Doral, Florida. More specifically, the site is bounded by N.W. 82nd Street on the north, N.W. 112th Avenue on the east and residential communities on the south and west sides of the property. N.W. 114th Avenue traverses through the middle of the property with a skewed orientation, carrying traffic in the north-south direction. A site vicinity map identifying the project location with respect to existing streets and features is presented on **Sheet 1** of the **Appendix**.

At the time of our study, the "south-half" of the property was densely vegetated, while, the "north-half" of the property had highly variable grades and vegetation to a lesser degree compared to the south-half. The highly variable grades within the north-half of the property can be attributed to prior earthwork that may have occurred at the site, with the raised portions of the site being about 2 to 3 feet higher than adjoining roadway grades. Our truck mounted drilling equipment used for the subsurface exploration did not experience any difficulty in moving around the north-half of the site, while, access into the south-half of the property was severely restricted. Photographs from our site visit are presented in **Sheet 2** of the **Appendix**.

The overall project as we understand will consist of the following new components:

- 1. Playfields on the east side of N.W. 114th Avenue consisting of:
 - a. Soccer fields within the southeast corner of the overall property.
 - b. A baseball field within the south-central portion of the overall property, just east of N.W. 114th Avenue.

- c. Tennis courts within the northeast corner of the overall property.
- d. Basketball courts within the north-central portion of the overall property, just east of N.W. 114th Avenue.
- 2. A two-story recreational center within the west-central portion of the overall property, just west of N.W. 114th Avenue.
- 3. A pedestrian bridge across N.W. 114th Avenue that will connect the recreational center to the playfields situated east of N.W. 114th Avenue.
- 4. Miscellaneous structures consisting of restroom facilities, storage areas, band shell and shelter structures at various locations within the property.
- 5. Paved parking/drive areas within the northern perimeter of the property.
- 6. Drainage systems consisting of exfiltration trenches and retention ponds.

Based on an email from the structural engineer, Mr. David Fusco, P.E. with TLC Engineering for Architecture, we understand that the maximum wall and column loads are anticipated to be 4 kips/foot and 150 kips, respectively.

If any of the noted information is incorrect or has changed, please notify PSI so that we may amend the recommendations presented in this report, if appropriate.

1.2 AERIAL PHOTOGRAPH REVIEW

So as to gather information about the history of the site, PSI conducted review of readily available aerial photographs of the property. Based on review of the photographs, we infer the following sequence of events to have occurred within the project site:

- 1. **Aerial photographs of 2006**: Based on reviewing aerial photographs dating prior to the year 2006, we understand that the site was largely undeveloped and densely vegetated.
- 2. **Aerial photograph of 2007 (July)**: It appears in this photograph that some clearing activities have occurred at this site (consisting of selective stripping of vegetation to create paths through the site).
- 3. **Aerial photograph of 2007 (November)**: It appears in this photograph that the north-half of the property was cleared and the site possibly graded.
- 4. **Aerial photograph of 2009**: It appears in this photograph that the north-half of the property had been graded. The pattern of fill placement appears to be in line with possible placement of building pads.
- 5. **Aerial photograph of 2014**: It appears in this photograph that the previously noted fill berms are still present and that vegetation has grown within the north-half of the property. The conditions noted in this photograph are in line with our observations during our field work.

The aforementioned aerial photographs are presented in chronologic order in **Sheets 3** through **7** of the **Appendix**.



2.0 FIELD EXPLORATION AND SUBSURFACE CONDITIONS

2.1 STANDARD PENETRATION TEST (SPT) BORINGS

To evaluate subsurface conditions at the site, we drilled/sampled 24 Standard Penetration Test (SPT) borings that were advanced to depths ranging from 6 to 20 feet below grade primarily within the north-half of the property. Due to the presence of dense vegetation within the south-half of the property, the six borings performed in this area were sampled using a hand auger. The hand augers were extended to depths ranging from 2 to 3 feet below grade and terminated due to encountering refusal to manual penetration. The approximate locations at which the borings were drilled are shown on **Sheet 8** of the **Appendix**.

For the SPT borings, after seating the sample spoon six inches, the number of successive blows required to drive the sampler twelve inches into the soil constitutes the test result commonly referred to as the "N" value. The "N" value has been empirically correlated with various soil properties and is considered to be indicative of the relative density of cohesionless soils and the consistency of cohesive materials. The SPT borings were performed using CME-55 and CME-75 truck mounted drill rigs equipped with automatic hammers. The recovered split spoon samples were visually classified in the field and transported to the laboratory for further review. Following completion of our field services, all boreholes were backfilled with excavated soil/rock and the site generally cleaned, as required.

2.2 PERCOLATION TESTS

PSI performed five percolation tests at depths of 15 feet below grade within SPT borings P-1 through P-5. The percolation tests were performed in general accordance with the South Florida Water Management District (SFWMD) procedures for the "Usual Condition Constant Head" Percolation Test. SPT sampling was performed simultaneously as the boreholes were advanced using a 6-inch diameter casing. A 4-inch diameter perforated PVC pipe was placed in the borehole prior to retrieving the casing. Water was then pumped into the borehole in order to raise the water level as close to the ground surface as possible. Once the inflow equalized with the outflow rate, the average pumping rate and level of the water for this stabilized flow rate was recorded.

The hydraulic conductivity values determined from the tests are presented in **Table 1** of the **Appendix**. The values are in units of cubic feet of flow per second, per square foot of seepage area, per foot of head (cfs/ft²-ft). The tabulated values are ultimate values. The designer should apply an appropriate factor of safety to the reported values.

It should be noted that while performing the percolation test the head of water could not be raised to the ground surface with the full output of the pump, which is set at 58 gallons per minute (GPM). Therefore, in calculating the hydraulic conductivity value, we have utilized an "Average Flow Rate" of 58 (GPM). Furthermore, we do not recommend applying an Average Flow Rate of greater than 58 GPM in the hydraulic conductivity calculations as this test is performed under ideal conditions and the performance of the french drain which is designed using these idealized parameters over time may experience reduced flow rates.



2.3 SUBSURFACE CONDITIONS

The soil types encountered at the boring locations are presented on individual logs included in the **Appendix**. The stratification presented is based on visual observation of the recovered soil samples and the interpretation of the field logs by a geotechnical engineer. Included with the profiles are the N-values and groundwater levels measured at the time the borings were drilled.

The results of our field exploration program disclosed contrasting subsurface profiles between the north-half and south-half of the property. Conditions in each area are summarized below.

North-Half of the Property – As noted earlier, the north-half of the overall property has previously been developed. The subsurface conditions in this area consisted of a surficial layer of fill material of highly heterogeneous composition, consisting of varying amounts of limerock, fine sand, silt, concrete, asphalt and metal (hereafter referred to as "miscellaneous fill material"). In the deeper borings performed within the north-half, the fill material was underlain by the natural limestone. The top of the natural limestone was encountered at a depth of approximately 6 feet below grade and persisted to the maximum termination depth of the explorations at 20 feet below grade. It should be noted that the top of natural limestone could possibly be encountered at shallower depths within areas outside the fill berm locations.

<u>South-Half of the Property</u> – The south-half of the overall property has mostly remained undeveloped and densely vegetated. The subsurface condition within this area was explored using hand augers and consisted of a surficial soft compressible layer of highly organic peat which ranged in thickness from 2 to 6 feet below grade (hereafter referred to as the "compressible stratum"). Below the peat layer the hand augers encountered material that provided refusal to manual penetration. This most likely corresponded to encountering the natural limestone formation.

The compressible stratum had moisture contents of 293 and 369 percent, with the percentage of organic matter by dry weight of 53 and 49 percent. The compressible stratum is not considered suitable and should be excavated/replaced with suitable granular soils.

2.3 GROUNDWATER CONDITIONS

The groundwater table was observed in the borings at depths ranging from 0.5 to 4.9 feet below existing grade at the time of drilling (June 2014). The difference in the water level is primarily a result of changes in the ground surface elevation between the borehole locations.

It should be noted that groundwater levels fluctuate seasonally in response to rainfall and the infiltration rate of the soil. Therefore, at a time of the year different from the time of drilling, there is a possibility of a change in the recorded levels. We estimate that during the peak of the wet hydroperiod, with rainfall and recharge at a maximum, groundwater levels at the site could be one to two feet higher than those reported herein (i.e. seasonal high groundwater table level).



11300 N.W. 81st Terrace, Doral, Florida | PSI Project No.: 0397-753

3.0 RECOMMENDATIONS

3.1 GENERAL

The field exploration program indicates either a compressible stratum or miscellaneous fill material to be present at the site.

The compressible stratum is highly organic and was encountered primarily within the south-half of the property. If left in place, facilities constructed atop this layer may be affected due serviceability, safety and maintenance issues, resulting from total and differential settlements of large magnitude. The implications of total and differential settlements are obvious with regards to the structures. In the areas of the proposed playfields, settlements can result in uneven surfaces, impact field drainage and cause ponding of water after rain events.

The presence of miscellaneous fill material containing construction debris within the north-half of the property leads us to believe that fill placement in the area may have not occurred in a controlled/regulated manner. In addition, this material contains a relatively high percentage of fine particles, which can cause it to become sensitive to moisture, thereby affecting achieving compaction/densities. Although this material does not have a potential for affecting performance of paved facilities and playfields, it could have detrimental impacts on the planned structures.

Given the prevailing conditions, we recommend that the site preparation activities for this project include excavation and replacement of the miscellaneous fill/compressible stratum followed by replacement filling with granular soils. This activity should be carried out over the entire south-half of the property and below all structures planned on this project. The approximate limits of demucking have been identified on **Sheet 8** of the **Appendix**.

Following completion of site preparation recommendations noted herein, the various structures planned on this project can be supported on shallow foundations. Based on the relatively shallow depth of this stratum, this option in our opinion offers the most effective solution from a constructability and serviceability standpoint.

As noted earlier, the miscellaneous fill material is not anticipated to pose any major constraints to the performance of the paved parking/drive and playfield areas situated within the north-half of the property and could therefore remain in place. However, localized excavation of this miscellaneous fill may be necessary if it interferes with the construction of the pavement/playfield section and utility installation. The contractors should take this into consideration when developing their construction bid for the project.

3.2 FOUNDATIONS

After completion of site preparation procedures as noted in **Section 4.0** of the report, the various structures can be supported on shallow foundations that are designed using a maximum net allowable bearing pressure of 3,000 pounds per square foot (psf), resting on compacted approved structural fill material. For load combinations that include wind, the design bearing pressure can be increased by one third as permissible by the Florida Building Code.



The bottom of the footings should be at least 18 inches below the finished exterior grade in order to provide confinement. We further recommend that the footings supporting isolated columns have a minimum width of 36 inches and that continuous footings have a minimum width of at least 18 inches, even if those dimensions produce a bearing pressure less than the allowable. The purpose of limiting the minimum footing size is to prevent a "punching" shear failure and to reduce the possibility of bearing on an isolated weak zone.

The contractor should anticipate a high resistance to excavation activities (i.e. during footing excavation, as well as during the installation of below grade utilities) as limestone was encountered at relatively shallow depths. The limestone formation may require the use of special equipment and breaking tools during construction excavation work, installation of well points (if required for dewatering) and associated earthwork activities.

Foundations subject to transient lateral loads will resist these forces through a combination of base shearing resistance mobilized at the footing-subgrade interface and earth pressure acting on the vertical faces of the footings at right angles to the direction of applied load. Base shearing resistance may be determined using a friction factor of 0.55. Passive earth pressure resistance should be computed using an equivalent fluid pressure of 150 pounds per square foot per foot of depth, for granular backfill material. Resistance to sliding determined in accordance with the noted parameters should be considered ultimate resistance. Accordingly, the design for sliding resistance should include a factor of safety. We recommend that a factor of safety of at least 1.5 be used.

To calculate the resistance of a footing to uplift forces, a prismatic failure block with vertical faces should be assumed above the footing base. The resisting forces will be provided by the combination of footing weight, overburden soil weight in the failure block, and shearing resistance along the faces of the soil block. The weight of the soil above the water table should be taken as 110 pounds per cubic foot (pcf). For submerged soil, a buoyant weight of 48 pcf should be used. The factor of safety against uplift should not be less than 1.5.

The amount of settlement of a structure founded on top of granular soils is primarily governed by the elastic compressibility of the material, the size and depth of its foundations, and the pressure imposed on the supporting materials by the foundations. Based on the field test data obtained, our experience with similar structures and empirical relationships for bearing capacity and settlement, we have estimated that the maximum total settlement of the foundations will be less than one inch. Differential settlement, between adjacent foundations, should be approximately one-half of the total settlement movement. Angular distortions that occur along wall footings due to differential settlement are not expected to be more than 1 in 600 (i.e. one half inch in 25 feet).

Compacted structural fill that will provide support to the footings have very low compressibility characteristics and any settlement due to pressure applied by the foundations is likely to occur almost immediately upon application of the loads. In this case, nearly all of the settlement of the structure foundations due to dead loads is expected to take place during construction. The portion of the settlement due to the live load of the building will generally take place soon after the first application of this load.



Our settlement estimates are contingent upon subgrade preparation being carried out as recommended herein. Total and differential settlements of the noted magnitudes are usually considered tolerable for the anticipated construction; however, the tolerance of the proposed structure to the predicted total and differential settlements should be confirmed by the structural engineer/architect. Additionally, our settlement estimates are based on the foundation loads being on the order of magnitude noted earlier in **Section 1.0** of this report.

3.3 GROUND FLOOR SLAB

We recommend that the procedures described in **Section 4.0** of this report be used to prepare the floor slab subgrade. Ground floor slabs can bear directly on top of compacted structural fill material. A modulus of subgrade reaction value of 150 pounds per cubic inch (pci) may be used for design.

To avoid potential moisture problems, we recommend that floor slab subgrade soils be covered with a vapor barrier (such as visqueen, normally 6 mil thick) prior to constructing the slab-ongrade floors. The floor slabs should be reinforced to make them as rigid as practical. Proper joints should be provided at the junctions of the slabs and foundation system so that a small amount of independent movement can occur without causing structural damage. An ultimate friction factor of 0.21 should be used for the vapor barrier-soil interface with an appropriate factor of safety.

3.4 RETENTION PONDS

As indicated to the design team in an email dated June 26, 2014, the Double Ring Infiltration (DRI) tests were not performed at the site due to the sensitive nature of this test and the dissimilarity between the current and anticipated future site conditions.

As noted earlier, the south-half of the property has a deposit of soft compressible organic soils that will be excavated/replaced as part of the site development. A DRI test within this relatively impermeable layer will not be representative of future permeability rates. The north-half of the property generally consists of dense miscellaneous fill material, which too will act as a relatively impermeable layer affecting the permeability rates and hence the retention pond design.

Given the current site conditions and anticipated future earthwork at the site, in the areas of the retention ponds we recommend that "free draining" granular material be utilized to a depth of three feet. The free draining material should be defined as having a Unified Soil Classification System designation (USCS) of "SP" containing less than 5 percent material passing the No. 200 sieve. This material should be placed in a single lift and the surface stabilized so it is stable. No density testing will be required within this layer.

For a retention pond constructed in the aforementioned manner, an infiltration rate of 6 inches/hour may be utilized. This value should however be considered ultimate. Therefore, the designer should apply an appropriate factor of safety to this value.



4.0 SITE PREPARATION

Based on the results of our field exploration, we anticipate site preparation procedures to include the steps listed below. All work should be carried out in accordance with current regulatory criteria with the site preparation work and construction activities being carried out with care so as not to impact the adjacent facilities.

- Site preparation in the proposed development area should begin by identifying buried underground utilities and other unwanted appurtenances. It should be noted that if underground pipes located within the development areas are not properly removed/plugged, they may serve as conduits for subsurface erosion which subsequently may result in excessive settlements, especially to grade supported facilities.
- The vegetation should be cleared within the site. All debris resulting from the clearance along with other unwanted ground cover should be completely removed from the site and be properly disposed of. This work should be carried out in accordance with current regulatory criteria.
- 3. Provisions should be made to excavate the compressible stratum within the south-half of the site and in the miscellaneous fill below all structures planned on this project. The compressible stratum/miscellaneous fill should be excavated to the top of the natural limestone formation. In addition, for the structures the horizontal limits of the excavation should extend to a distance of at least 5 feet beyond the outside edges of the exterior foundations, where practical. Based on the results of our field explorations we anticipate the depth of excavation to be approximately 2 to 6 feet below grade that existed at the time of our field exploration. The resulting excavation should be backfilled per item 5 of this section.
- 4. During the excavation process, the contractor may elect to separately stockpile the upper cleaner fill material which appears suitable for re-use. This material may only be re-used on this project, if it meets the requirements presented in **item 5** of this section. Whereas, the compressible material should be hauled off site and disposed of in a proper manner.
- 5. Structural fill material may be composed of either clean sands or limerock. The fill should consist of an inorganic, non-plastic material, free of any man-made debris and limerock with a three inch maximum particle size. Proper control of the placement and compaction of new fills for the project should be exercised by a representative of the geotechnical engineer. The fill materials should be placed in lifts not exceeding 12 inches in loose thickness. Each lift should be compacted to at least 95 percent of the Modified Proctor maximum dry density near the optimum moisture content as determined by ASTM D-1557. Fill to be compacted with a vibratory plate tamper or a small walk behind vibratory roller should be placed in lifts not exceeding six inches in loose thickness.
 - A) The structural fill to be used above the water table should have a USCS designation of GP, GW, SP, SW, GP-GM, GW-GM, SW-SM, or SP-SM containing less than 12 percent material passing the No. 200 sieve.



- B) The structural fill or backfill to be placed below the water table and to a height of one foot above it should consist of a combination of FDOT 57 Stone and structural fill material mixed in an approximate 50% proportion by volume. Density testing will not be required within this layer, however this fill material should be stabilized and the subgrade preparation work should be observed by a representative from our office to confirm that the material is in a stable and unyielding condition.
- C) The use of a commercially available fill material by the name "Cyclone Sand" should not be permitted for the project. Cyclone sand contains large amounts of fines and is therefore very sensitive to moisture. The moisture sensitivity of the material makes it difficult to compact and achieve the desired densities.
- 6. The footings for the proposed structures should be placed on compacted approved structural fill material.
 - A) It is recommended that the soils exposed at the bottom of the footing excavations be compacted to at least 95 percent of the Modified Proctor maximum dry density just before pouring concrete. If the footing bearing materials become disturbed due to surface water resulting from precipitation and/or runoff, the disturbed soils should be overexcavated and replaced with compacted limerock which is densified to at least 95 percent of the materials Modified Proctor maximum dry density as determined by ASTM designation D-1557.
 - B) If the footings rest on the natural limestone formation, in lieu of compaction, the bottom of excavation should be observed by a geotechnical engineer from this office to verify the integrity of the limestone.
 - C) All open foundation excavations should be observed and approved by a licensed geotechnical engineer or his representative prior to pouring concrete.
- 7. We have assumed that the mass excavation will be performed in the "wet". Following which, some groundwater control may be required for either excavation dewatering or removal of temporarily perched water from a rain event. Such water can be controlled by pumping from sumps located in ditches or pits. Groundwater should be maintained at least one foot below the bottom of any excavation made during construction operations, or, at least two feet below the surface of any compaction operations.

The dewatering operations should be carried out with care especially if the compressible soils are present below adjacent facilities.

8. It is mandated by federal regulations that all excavations, whether they be utility trenches, basement excavations or footing excavations, be constructed in accordance with OSHA guidelines. It is our understanding that these regulations are being strictly enforced and if they are not closely followed, the owner and the contractor could be liable for substantial penalties.



5.0 PAVEMENT SECTION SUGGESTIONS

As noted earlier, the underlying miscellaneous fill stratum is not anticipated to pose any constraints to the performance of the paved parking/drive areas. However, localized excavation of the miscellaneous fill stratum may be necessary if it interferes with the construction of the pavement section and utility installation.

Flexible pavement sections in this geographic area typically consist of an asphaltic concrete wearing course, a limerock base course and a stabilized subgrade (sub-base). Based on our experience in the area, the typical pavement section thicknesses noted in **Table A** below should be considered suitable for this project.

Table A: Typical Pavement Section Suggestions

Type of	Layer	Material Description	Layer Thick	(ness (inches)
Pavement			Light Duty	Medium Duty
	(A)	Florida DOT Asphalt Type S	1.5	2.0
		Crushed limerock with minimum LBR of		
	(B)	100, compacted to 98% of the Modified	6.0	8.0
Flexible		Proctor maximum dry density		
Flexible		Stabilized sub-grade (sub-base) fill with a		
	(SB)	minimum LBR of 40 compacted to 95%	12.0	12.0
	(36)	of the Modified Proctor maximum dry	12.0	12.0
		density		
	(C)	Florida DOT Portland Cement Concrete	5.0	6.0
Rigid		Stabilized sub-base with a minimum LBR		
Rigid	(SB)	of 40 compacted to 95% of the Modified	12.0	12.0
		Proctor maximum dry density		
(A) = Aspha	Itic Concre	ete, (B) = Base Course, (SB) = Stabilized Sul	b-grade (Sub-l	pase)
(C) - Concre	oto.			•

⁽C) = Concrete

The base course materials in the pavements should consist of crushed limerock having a minimum Limerock Bearing Ratio (LBR) of 100. Base materials should meet the requirements presented in the latest revisions of the Florida Department of Transportation "Specifications for Road and Bridge Construction", Section 911 (limestone). The base course should be compacted to at least 98 percent of the material's maximum dry density (ASTM D-1557). The subgrade should be stabilized to a depth of 12 inches to achieve a minimum LBR of 40. This can be obtained by blending base material (limerock) with the existing subgrade soils. The required mixing ratio should be determined by laboratory testing. The stabilized subgrade should be compacted to at least 95 percent of the material's maximum dry density (ASTM D-1557).

Where dumpsters are to be parked on the pavement, so that a considerable load is transferred from relatively small steel supports, it is recommended that rigid concrete pavement be constructed. In addition, the area utilized for unloading the dumpsters by heavy duty-trucks should also be provided with a rigid pavement. In accordance with the geotechnical requirements, a minimum portland concrete pavement thickness of 5 inches should be used in parking areas (light duty) and 6 inches in loading areas (medium duty), if rigid pavements are to be employed.



The concrete should be reinforced as necessary to withstand the traffic loadings anticipated and jointed to reduce the potential for crack development. The minimum rigid pavement thickness recommended herein is based upon concrete with an unconfined compressive strength of 4,000 pounds per square inch (psi) and a modulus of rupture of 450 psi.

Fill that may be required to raise grades in pavement areas should be compacted to at least 95 percent of the material's maximum dry density (ASTM D-1557).

Actual pavement section thicknesses should be provided by the design Civil Engineer based on traffic loads, volume, and the owner's design life requirements. The noted sections represent minimum thicknesses for typical local construction practices and, as such, periodic maintenance should be anticipated. All pavement materials and construction procedures should conform to FDOT, American Concrete Institute (ACI), or appropriate city/county requirements.

6.0 REPORT LIMITATIONS

Our professional services have been performed, findings obtained, and recommendations prepared in accordance with generally accepted geotechnical engineering principles and practices at the time of this report. This company is not responsible for the conclusions, opinions or recommendations made by others based on this data. No other warranties are implied or expressed. After the plans and specifications are complete, it is recommended that PSI be provided the opportunity to review the final design and specifications, in order to verify that the earthwork and foundation recommendations are properly interpreted and implemented. At that time, it may be necessary to submit supplemental recommendations.

The scope of investigation was intended to evaluate soil conditions within the influence of the proposed shallow foundations. The analyses and recommendations submitted in this report are based upon the data obtained from the soil borings performed at the locations indicated. If any subsoil variations become evident during the course of this project, a re-evaluation of the recommendations contained in this report will be necessary after we have had an opportunity to observe the characteristics of the conditions encountered. The applicability of the report should also be reviewed in the event significant changes occur in the design, nature or location of the proposed structure.

The scope of our services did not include an environmental assessment for the presence or absence of hazardous or toxic materials in the soil and groundwater. Any statements in this report regarding odors, staining of soils, or other unusual conditions observed are strictly for the information of our client.

This report has been prepared for the exclusive use of the City of Doral, and their design consultants, for the specific application to the design and construction of the proposed N.W. 114th Avenue Park in Doral, Florida.



7.0 CLOSURE

We trust this report is adequate for your current needs; however, should you have any questions or should additional information be required, please do not hesitate to contact our office at (305) 471-7725.

Respectfully Submitted,

Professional Service Industries, Inc. Certificate of Authorization No: 3684

Ian Kinnear, P.E. Chief Engineer

FL License No. 32614

Dhuruva (Dru) Badri, P.E. Department Manager

FL License No. 68718

cc: Addressee (3 and PDF)

File (1 and PDF)

APPENDIX

Sheet 1: Site Vicinity Map Sheet 2: Site Photographs

Sheet 3: Aerial Photograph (2006) Sheet 4: Aerial Photograph (2007 July)

Sheet 5: Aerial Photograph (2007 September)

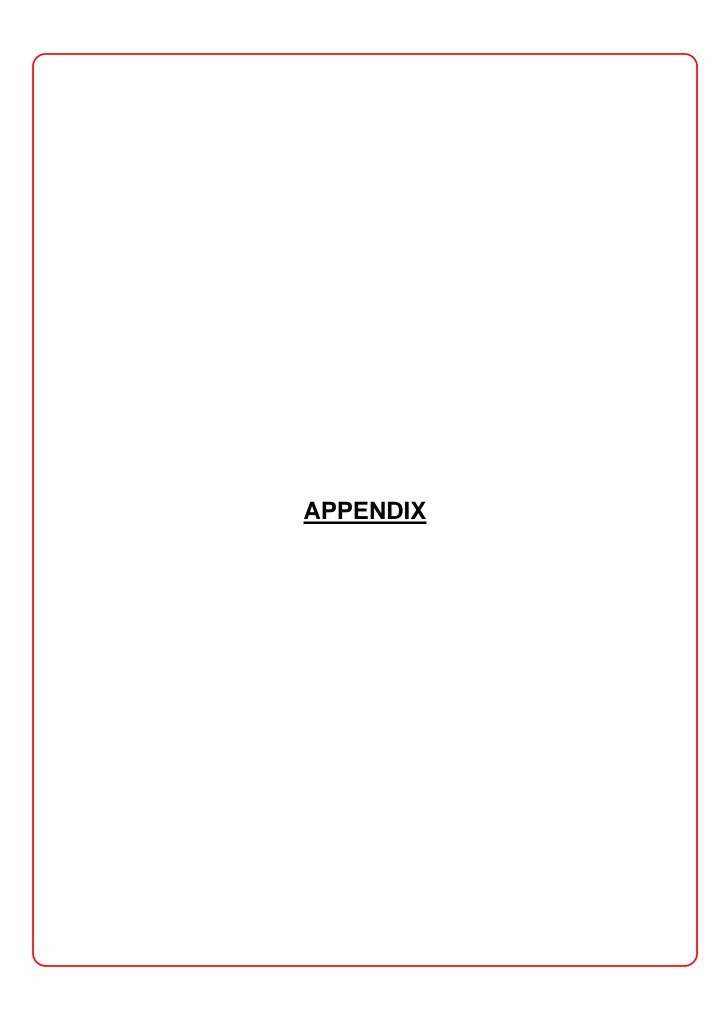
Sheet 6: Aerial Photograph (2009)
Sheet 7: Aerial Photograph (2014)
Sheet 8: Boring Location Plan

Boring Logs

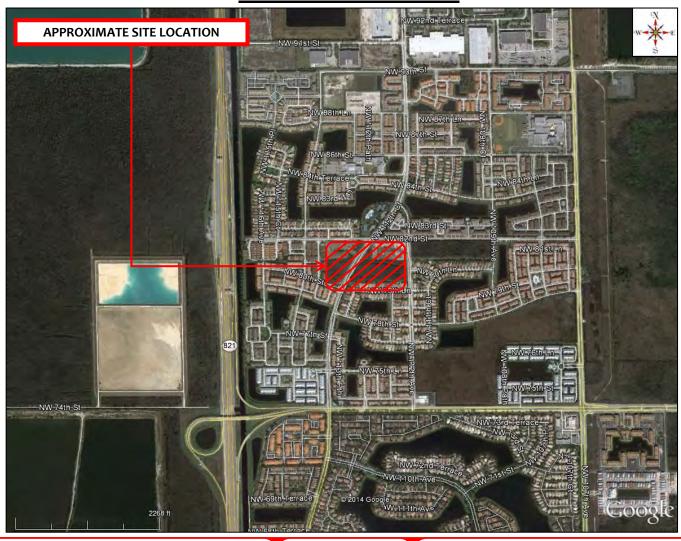
Table 1: Summary of Percolation Test Results

Schematic of Usual Open-Hole Percolation Test





SITE VICINITY MAP



GEOTECHNICAL ENGINEERING SERVICES
Proposed N.W. 114th Avenue Park
11300 N.W. 81st Terrace
Doral, Florida

DATE: 6/26/2014

DRAWN: CD

CHKD:: DB



SHEET No.: 1

SITE PHOTOGRAPHS













GEOTECHNICAL ENGINEERING SERVICES
Proposed N.W. 114th Avenue Park
11300 N.W. 81st Terrace
Doral, Florida

DATE: 6/26/2014

DRAWN: CD

CHKD:: DB



SHEET No.: 2

AERIAL PHOTOGRAPH (2006)



GEOTECHNICAL ENGINEERING SERVICES Proposed N.W. 114th Avenue Park 11300 N.W. 81st Terrace Doral, Florida

DATE: 6/26/2014

DRAWN: CD

CHKD:: DB



SHEET No.: 3

AERIAL PHOTOGRAPH (2007 JULY)



GEOTECHNICAL ENGINEERING SERVICES Proposed N.W. 114th Avenue Park 11300 N.W. 81st Terrace Doral, Florida

DATE: 6/26/2014

DRAWN: CD

CHKD:: DB



SHEET No.: 4

AERIAL PHOTOGRAPH (2007 NOVEMBER)



GEOTECHNICAL ENGINEERING SERVICES
Proposed N.W. 114th Avenue Park
11300 N.W. 81st Terrace
Doral, Florida

DATE: 6/26/2014

DRAWN: CD

CHKD:: DB



SHEET No.: 5

AERIAL PHOTOGRAPH (2009)



GEOTECHNICAL ENGINEERING SERVICES
Proposed N.W. 114th Avenue Park
11300 N.W. 81st Terrace
Doral, Florida

DATE: 6/26/2014

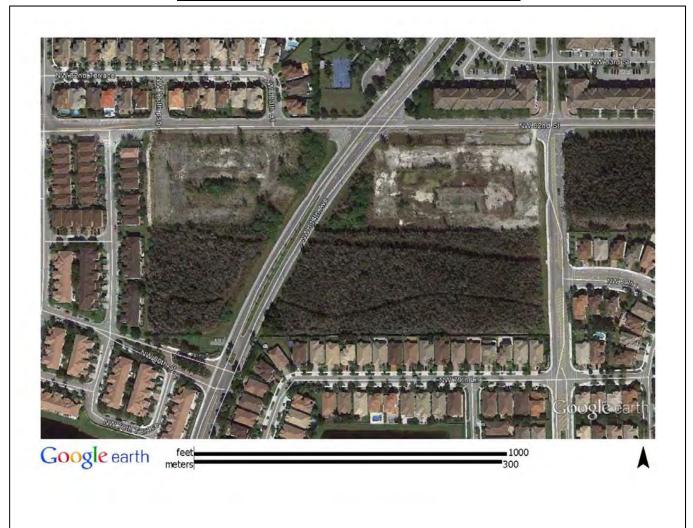
DRAWN: CD

CHKD:: DB

SHEET No.: 6



AERIAL PHOTOGRAPH (2014)



GEOTECHNICAL ENGINEERING SERVICES
Proposed N.W. 114th Avenue Park
11300 N.W. 81st Terrace
Doral, Florida

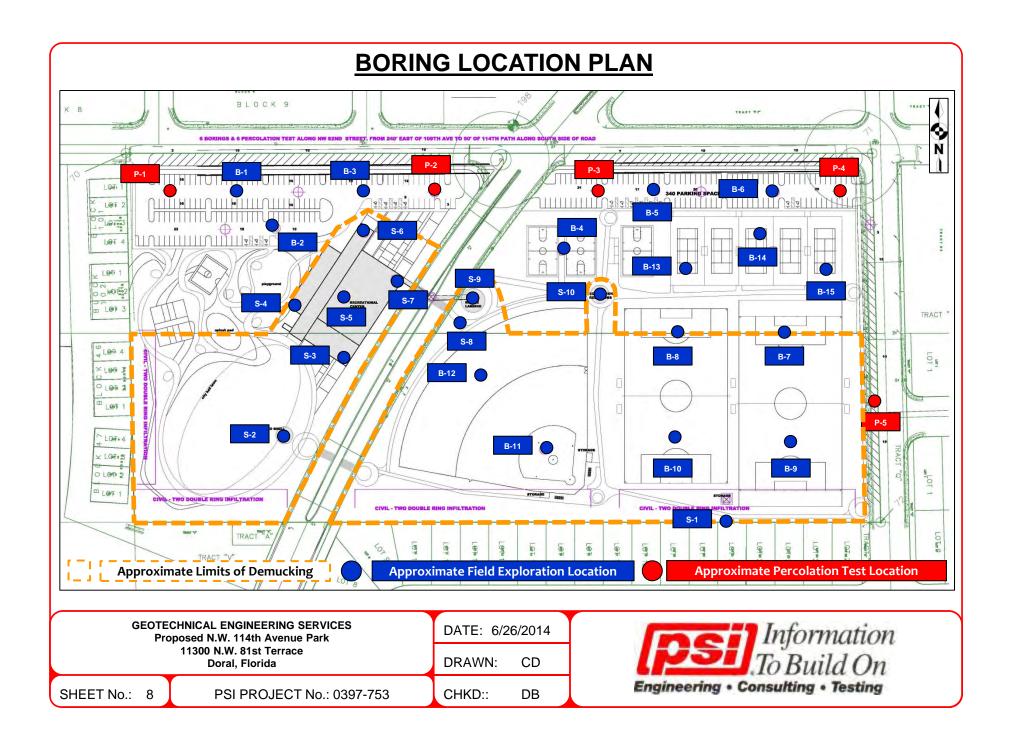
DATE: 6/26/2014

DRAWN: CD

CHKD:: DB



SHEET No.: 7



7950 N.W. 64th Street Miami, FL 33166

Telephone: (305) 471-7725 Fax: (305) 593-1915

LOG OF BORING B-1

Sheet 1 of 1

PSI Job No.: 0397-753 Project:

N.W. 114th Avenue Park Location: 11300 N.W. 81 Terrace

Doral, Florida

Drilling Method: SPT Sampling Method: SS

Hammer Type: Automatic Boring Location: Refer to Sheet 3

WATER LEVELS

▼ Upon Completion 3.6 feet

			,									▼ Del	ay	N/A
Elevation (feet)	Depth, (feet)	Graphic Log	Sample Type	Sample No.	Recovery (inches)	Station: N/A Offset: N/A MATERIAL DESC	CRIPTION	USCS Classification	SPT Blows per 6-inch (SS)	Moisture, %	N in l X Moistul STRE	ST DATA blows/ft PL LL 50	Additional Remarks	
				1 2 3	6.0 fi	Light Brown/Gray LIMEROCK		GP	17-20-17-18 N=37 17-14-24-28 N=38 21-18-12-18 N=30	8		2.0	4.0	
Date E Date E Logge Drilling	g Contr	Started Compl actor:	d: lete		6/17/ 6/17/ P.W. PSI,	Auger Split-S	Cutting Broon Core	Texas (ampler	Long Drill f	ide. itude: Rig: CME-75 arks:			

psi

Professional Service Industries, Inc.

7950 N.W. 64th Street Miami, FL 33166

Telephone: (305) 471-7725 Fax: (305) 593-1915

LOG OF BORING B-2

Sheet 1 of 1

PSI Job No.: 0397-753

Project: N.W. 114th Avenue Park Location: 11300 N.W. 81 Terrace

Doral, Florida

Drilling Method: SPT Sampling Method: SS

Hammer Type: Automatic
Boring Location: Refer to Sheet 3

WATER LEVELS

✓ While Drilling✓ Upon Completion✓ 3.4 feet

		Do	ral,	Flori	da		Boring Location:	Refe	r to Sheet 3			▼ Dela		NI/A
Elevation (feet)	Depth, (feet)	Graphic Log	Sample Type	Sample No.	Recovery (inches)	Station: N/A Offset: N/A MATERIAL DESC	CRIPTION	USCS Classification	SPT Blows per 6-inch (SS)	Moisture, %	N in bl × Moisture	PENETR DATA ows/ft ©	ATION	N/A Additional Remarks
Ele	- 0 - 	5	PRS SA	1 2 3	Reco	Light Brown/Gray LIMEROCK	with Fine Sand	GP	19-19-16-18 N=35 18-17-21-29 N=38 23-19-15-11 N=34	3	▲ Qu	GTH, tsf **	Qp 4.0	
Comple Date B Date B Logged Drilling	oring (oring (d By: Contr	Started Compl actor:	eted		6.0 ft 6/17/ 6/17/ P.W. PSI,	114 114 Auger Split-S Inc.	Cutting Poon	Texas (tuger I sampler I	Orill F	ide: itude: Rig: CME-75 arks:			

7950 N.W. 64th Street Miami, FL 33166

Telephone: (305) 471-7725 Fax: (305) 593-1915

LOG OF BORING B-3

Sheet 1 of 1

PSI Job No.: 0397-753 Project:

N.W. 114th Avenue Park Location: 11300 N.W. 81 Terrace

Doral, Florida

Drilling Method: SPT Sampling Method: SS

Hammer Type: Automatic Boring Location: Refer to Sheet 3 WATER LEVELS

 While Drilling ▼ Upon Completion 3.6 feet

Dorai, Florida		Bonnig Location.			▼ Delay	N/A
Elevation (feet) Depth, (feet) Graphic Log Sample Type Sample No. Recovery (inches)	Station: N/A Offset: N/A MATERIAL DESC	CRIPTION	USCS Classification SPT Blows per 6-inch (SS)	Woistructure of the control of the c	25	Additional Remarks
	Light Brown/Gray LIMEROCK		17-18-17- N=35 GP 17-16-23- N=39 19-18-14- N=32	17 27	# Qp 4.0	
Completion Depth: 6.0 ft Date Boring Started: 6/17/1/2	Sample Ty		elby Tube	Latitude: Longitude:		
Date Boring Started: 6/1//1/ Date Boring Completed: 6/17/1/ Logged By: P.W. Drilling Contractor: PSI, In	Adger of Split-Spl	poon Core Ca	nd Auger lif. Sampler xas Cone	Drill Rig: CME- Remarks:	75	

7950 N.W. 64th Street Miami, FL 33166

Telephone: (305) 471-7725 Fax: (305) 593-1915

LOG OF BORING B-4

Sheet 1 of 1

PSI Job No.: 0397-753

Project: N.W. 114th Avenue Park Location: 11300 N.W. 81 Terrace

Doral, Florida

Drilling Method: SPT Sampling Method: SS

Hammer Type: Automatic Boring Location: Refer to Sheet 3

WATER LEVELS

▼ Upon Completion 3.8 feet

Completion Depth: Date Boring Completed: Date													▼ Del	ay	N/A
Light Brown/Gray Silly Fine SAND with Limerock Natural Moisture Content: 23% SM 2:11-14-14 N-25 Light Brown/Gray LIMEROCK with Fine Sand 2	Elevation (feet)		Graphic Log	Sample Type	Sample No.	Recovery (inches)	Offset: N/A	CRIPTION	USCS Classification	SPT Blows per 6-inch (SS)	Moisture, %	TE: N in Moistu STRE	ST DATA blows/ft re 25 NGTH, tsf	PL LL 50	Additional Remarks
Date Boring Started: 6/17/14 Date Boring Completed: 6/17/14 Logged By: P.W. Auger Cutting Hand Auger Completed: Calif. Sampler Remarks: Calif. Sampler Remarks:	Compl	- 5 -			2	6.0 fi	Limerock Natural Moisture Content: 239 Passing No. 200 Sieve: 21% Light Brown/Gray LIMEROCK	with Fine Sand	GP	N=25 10-37-34-2 N=71 15-17-15-1 N=32	33	ide:		>>®	
Drilling Contractor: PSI, Inc.	Date E Date E Logge	Boring (Boring (d By:	Started Compl	d: lete	d:	6/17/ 6/17/ P.W.	Auger Split-S	Cutting Poon	Hand A Calif. S	ampler	Long Drill F	itude: Rig: CME-75	5		

psi

Professional Service Industries, Inc.

7950 N.W. 64th Street Miami, FL 33166

Telephone: (305) 471-7725 Fax: (305) 593-1915

LOG OF BORING B-5

Sheet 1 of 1

PSI Job No.: 0397-753

Project: N.W. 114th Avenue Park Location: 11300 N.W. 81 Terrace

Doral, Florida

Drilling Method: SPT Sampling Method: SS

Hammer Type: Automatic
Boring Location: Refer to Sheet 3

WATER LEVELS

✓ While Drilling✓ Upon Completion✓ 3.7 feet

		Do	ral,	Flori	da		Boring Location:	Refei	to Sneet 3			<u></u>	lay	N/A
Elevation (feet)	Depth, (feet)	Graphic Log	Sample Type	Sample No.	Recovery (inches)	Station: N/A Offset: N/A MATERIAL DESC	CRIPTION	USCS Classification	SPT Blows per 6-inch (SS)	Moisture, %	N × Mois	RD PENET EST DATA in blows/ft @	PL LL 50	Additional Remarks
	 			1 2 3	<u> </u>	Light Brown/Gray LIMEROCK and Traces of Silt Light Brown/Gray LIMEROCK		GP	21-11-12-14 N=23 18-48-46-42 N=94 27-33-20-17 N=53	2		2.0	>>®	
Comple Date B Date B Logged Drilling	oring (oring (d By:	Started Compl	d:	d :	6.0 ff 6/17/ 6/17/ P.W. PSI,	Auger Split-S	Cutting Poon	Shelby Hand A Calif. S	ampler	_atitu _ong Drill F	itude: Rig: CME-	75		

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LOG OF BORING B-6

Sheet 1 of 1

PSI Job No.: 0397-753

Project: N.W. 114th Avenue Park Location: 11300 N.W. 81 Terrace

Doral, Florida

Drilling Method: SPT Sampling Method: SS

Hammer Type: Automatic Boring Location: Refer to Sheet 3 WATER LEVELS

▼ Upon Completion 3.6 feet

		Do	ral,	Flori	da		Boring Location:	Refei	r to Sneet 3				_ Del	ау	N/A
Elevation (feet)	Depth, (feet)	Graphic Log	Sample Type	Sample No.	Recovery (inches)	Station: N/A Offset: N/A MATERIAL DESC	CRIPTION	USCS Classification	SPT Blows per 6-inch (SS)	Moisture, %	× M	TEST N in blo loisture	⊕ 	PL LL 50	Additional Remarks
	- 0 - 			1		(Uncontrolled FILL) Light Brow LIMEROCK with Fine Sand ar Asphalt Light Brown/Gray LIMEROCK and Traces of Silt			17-12-14-14 N=26		0	2	2.0	4.0	
	 - 5 -			3	<u> </u>	Light Brown/Gray LIMEROCK	with Fine Sand		19-36-42-33 N=78 29-31-21-19 N=52					>>® 	
			<u> </u>												
Comple	ation ^C	enth.			6.0 ff	: Sample T	wnes.			_atitu	ide.				
Date Bo Date Bo Logged Drilling	oring (oring (I By:	Started Compl	d:	d:	6.0 fi 6/17/ 6/17/ P.W. PSI,	Auger X Split-S	Cutting B	Shelby Hand A Calif. S Texas (tuger I ampler I	ong	itude: Rig: CM	IE-75			

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LOG OF BORING B-7

Sheet 1 of 1

PSI Job No.: 0397-753

Project: N.W. 114th Avenue Park Location: 11300 N.W. 81 Terrace

Doral, Florida

Drilling Method: SPT Sampling Method: SS

Hammer Type: Automatic Boring Location: Refer to Sheet 3 WATER LEVELS

▼ Upon Completion 4.3 feet

					iuu							▼ Del	ay	N/A
Elevation (feet)	Depth, (feet)	Graphic Log	Sample Type	Sample No.	Recovery (inches)	Station: N/A Offset: N/A MATERIAL DESC	CRIPTION	USCS Classification	SPT Blows per 6-inch (SS)	Moisture, %	N in b × Moisture STREN	T DATA lows/ft	PL LL 50	Additional Remarks
				1 2 3	<u> </u>	Light Brown/Gray LIMEROCK	with Fine Sand	GP	3-3-3-7 N=6 14-8-6-7 N=14 8-6-4-4 N=10			*	Qp 4.0	
Compl Date E Date E Logge Drilling	Boring (Boring (d By:	Started Compl	d: lete	d:	6.0 ft 6/17/ 6/17/ P.W. PSI,	Auger Split-S	Cutting 👸	Shelby Hand A Calif. Sa Texas (luger ampler	Latitu Long Drill F Rema	itude: Rig: CME-75			

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LOG OF BORING B-8

Sheet 1 of 1

PSI Job No.: 0397-753

Project: N.W. 114th Avenue Park Location: 11300 N.W. 81 Terrace

Doral, Florida

Drilling Method: SPT Sampling Method: SS

Hammer Type: Automatic Boring Location: Refer to Sheet 3 WATER LEVELS

 While Drilling 4.2 feet ▼ Upon Completion 4.2 feet

		Do	naı,	Fior	iua		Boring Location.	IXCICI	to oneet t	,		▼ Del	ay	N/A
Elevation (feet)	Depth, (feet)	Graphic Log	Sample Type	Sample No.	Recovery (inches)	Station: N/A Offset: N/A MATERIAL DESC	CRIPTION	USCS Classification	SPT Blows per 6-inch (SS)	Moisture, %	N in b × Moisture 0 STREN	PENETR T DATA lows/ft ③ 25 NGTH, tsf	PL LL 50	Additional Remarks
				1 2 3		Light Brown/Gray LIMEROCK	(with Fine Sand	GP	3-4-3-6 N=7 9-7-7-7 N=14 6-5-5-4 N=10			20	4.0	
Date Date Logg	Dietion I Boring Boring ed By: g Conti	Started Compl	d: lete	d:	6.0 ff 6/17/ 6/17/ P.W. PSI,	Auger Split-S	Cutting (Spoon	Shelby Hand A Calif. S Texas (ampler	Latitu Longi Drill F Rema	itude: Rig: CME-75			

[psi]

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Sheet 1 of 1

PSI Job No.: 0397-753

Project: N.W. 114th Avenue Park Location: 11300 N.W. 81 Terrace

Doral, Florida

Drilling Method: Hand Auger

Sampling Method: SS Hammer Type: N/A

Boring Location: Refer to Sheet 3

WATER LEVELS

▼ Upon Completion 0.5 feet

Doral, Florida Boring Location: Refer to Sheet 3 Doral, Florida Doral, Florida	N/A
Elevation (feet) Complete (Section) Complete	Additional Remarks
0 U Dark Brown Slity PEAT	
PT	
Completion Depth: 2.0 ft Sample Types: Shelby Tube Latitude: Longitude: Shelby Tube Longitu	
Date Boring Completed: 6/20/14	
Logged By: P.W. Split-Spoon Calif. Sampler Remarks.	
Drilling Contractor: PSI, Inc. Rock Core Texas Cone The stratification lines represent approximate boundaries. The transition may be gradual	

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LOG OF BORING B-10

Sheet 1 of 1

PSI Job No.: 0397-753

Project: N.W. 114th Avenue Park Location: 11300 N.W. 81 Terrace

Doral, Florida

Drilling Method: Hand Auger

Sampling Method: SS Hammer Type: N/A

Boring Location: Refer to Sheet 3

WATER LEVELS

▼ Upon Completion 0.5 feet ▼ Delay N/A

			,										▼ Dela	ay	N/A
Elevation (feet)	Depth, (feet)	Graphic Log	Sample Type	Sample No.	Recovery (inches)	Station: N/A Offset: N/A MATERIAL DESC	CRIPTION	USCS Classification	SPT Blows per 6-inch (SS)	Moi	× M	TEST N in blo loisture 2 STRENG	PENETR DATA DWS/ft ③ DES DES DES DES DES DES DES DES DES DE		Additional Remarks
	- 0 - 	<u> </u>	en,	1	<u>.</u>	Dark Brown Sllty PEAT		PT			O			>>@	
Comple					2.0 ff		ypes:	Shelby 7	Гube	Latitu					
Date B Date B				q.	6/20/	Auger	Cutting 🖔 I	Hand Au	uger	Longi Drill F	Rig:				
Logged	d By:			u .	P.W.	M		Calif. Sa	ampler	Rema	ırks:				
Drilling	Contr				PSI,	Inc. Rock C	J010	Texas C	one						

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LOG OF BORING B-11

Sheet 1 of 1

PSI Job No.: 0397-753
Project: N.W. 114th Avenue Park
Location: 11300 N.W. 81 Terrace

Doral, Florida

Drilling Method: Hand Auger

Sampling Method: SS Hammer Type: N/A

Boring Location: Refer to Sheet 3

WATER LEVELS

✓ While Drilling 0.5 feet✓ Upon Completion 0.5 feet

▼ Delay N/A

		<u>▼</u> Delay N/A
Elevation (feet) Depth, (feet) Graphic Log Sample Type Sample No.	Station: N/A Offset: N/A MATERIAL DESCRIPTI	ON STANDARD PENETRATION TEST DATA N in blows/ft © Moisture DEST
	Dark Brown Slity PEAT	PT >>®
Date Boring Started: Date Boring Completed: Logged By:	2.0 ft Sample Types: 6/20/14 6/20/14 P.W. PSI, Inc. Sample Types: Auger Cutting Split-Spoon Rock Core	Shelby Tube Hand Auger Calif. Sampler Texas Cone Latitude: Longitude: Drill Rig: Remarks:

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LOG OF BORING B-12

Sheet 1 of 1

PSI Job No.: 0397-753

Project: N.W. 114th Avenue Park Location: 11300 N.W. 81 Terrace

Doral, Florida

Drilling Method: Hand Auger

Sampling Method: SS Hammer Type: N/A

Boring Location: Refer to Sheet 3

WATER LEVELS

▼ Upon Completion 0.5 feet

Dor	al, Flori	da		Boring Location:	Refer to	Sheet 3			<u>▼</u> Dela		N/A
	Sample Type Sample No.	Recovery (inches)	Station: N/A Offset: N/A MATERIAL DESC	CRIPTION	USCS Classification	SPT Blows per 6-inch (SS)	Moisture, %	N in bl Moisture STREN Qu	PENETR. DATA Dws/ft ©	ATION	Additional Remarks
		3.0 fi		ypes:	PT Shelby Tul	be La	atitu	de:		>> ®	
Date Boring Started:		6/20/	114 Auger		Shelby Tul Hand Auge	Le Le	ongi	tude:			
Date Boring Comple		6/20/	114 D Calit C		Calif. Sam		rill F ema	Rig: ırks:			
Logged By:		P.W.	 		exas Cor	I .	J111C				
Drilling Contractor:		PSI,	IIIQ.	ensition may be are		IC					

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LOG OF BORING B-13

Sheet 1 of 1

PSI Job No.: 0397-753 Project: N.W. 114th Avenue Park

Location: 11300 N.W. 81 Terrace

Doral, Florida

Drilling Method: SPT Sampling Method: SS

Hammer Type: Automatic Boring Location: Refer to Sheet 3 WATER LEVELS

 While Drilling ▼ Upon Completion 4.5 feet

												▼ Del	ay	N/A
Elevation (feet)	Depth, (feet)	Graphic Log	Sample Type	Sample No.	Recovery (inches)	Station: N/A Offset: N/A MATERIAL DESC	CRIPTION	USCS Classification	SPT Blows per 6-inch (SS)	Moisture, %	N in b	PENETR T DATA lows/ft ©	PL LL 50	Additional Remarks
Comple			<u> </u>	1 2 3	6.0 ft		AND with	SM		Latitu	ide:		>>®	
Date Bo Date Bo Logged Drilling	oring (By: Contr	Compl actor:	ete		6/18/ 6/18/ L.R. PSI,	Split-S	Cutting Spoon Core	Hand A Calif. S Texas	ampler	Drill F	itude: Rig: CME-55 arks:			

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LOG OF BORING B-14

Sheet 1 of 1

PSI Job No.: 0397-753

Project: N.W. 114th Avenue Park Location: 11300 N.W. 81 Terrace

Doral, Florida

Drilling Method: SPT Sampling Method: SS

Hammer Type: Automatic Boring Location: Refer to Sheet 3 WATER LEVELS

 While Drilling ▼ Upon Completion 4.3 feet

	ii ai, i 1011			Borning Education:					▼ Del	ay	N/A
Elevation (feet) Depth, (feet) Graphic Log	Sample Type Sample No.	Recovery (inches)	Station: N/A Offset: N/A MATERIAL DESC		USCS Classification	SPT Blows per 6-inch (SS)	Moisture, %	N in b × Moistur	ST DATA slows/ft e e 25 NGTH, tsf	PL LL 50	Additional Remarks
			Light Brown/Gray Silty Fine SA Limerock Light Brown/Gray LIMEROCK Silty Fine Sand Light Brown/Gray LIMEROCK Silty Fine Sand	AND with with Slightly Gi	SM P-GM	13-12-12-15 N=24 P1-20-29-24 N=49 19-16-15-14 N=31	ļ		20	4.0	
Completion Depth: Date Boring Starter Date Boring Compl Logged By: Drilling Contractor:	eted:	6.0 ft 6/17/ 6/17/ L.R. PSI,	14 Auger (X) Split-S	Cutting Happoon Core Te	exas C	uger [ampler F	atitu ongi Drill F Rema	tude: Rig: CME-55			

[psi]

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LOG OF BORING B-15

Sheet 1 of 1

PSI Job No.: 0397-753

Project: N.W. 114th Avenue Park Location: 11300 N.W. 81 Terrace

Doral, Florida

Drilling Method: SPT Sampling Method: SS

Hammer Type: Automatic
Boring Location: Refer to Sheet 3

WATER LEVELS

✓ While Drilling✓ Upon Completion✓ 4.3 feet

Doral, Florid	a	Boring Location: Refer	to Sheet 3		<u>▼</u> Delay	N/A
Elevation (feet) Depth, (feet) Graphic Log Sample Type Sample No.	Station: N/A Offset: N/A MATERIAL DESC	CRIPTION Classification	SPT Blows per 6-inch (SS)	% Moistur o STREI Qu Qu	D PENETRATION ST DATA Slows/ft ⊚ e PL 25 LL 50 NGTH, tsf	Additional Remarks
	(TOPSOIL) Dark Brown Orga with Traces of Roots Light Brown/Gray Silty Fine S. Limerock Light Brown/Gray LIMEROCK	SAND with SM	9-9-12-16 N=21 15-9-7-7 N=16		2.0 4.0	
Date Boring Started: Date Boring Completed: Logged By:	6.0 ft Sample T 6/18/14 Auger 6/18/14 Split-S PSI, Inc.	Cutting Hand A	uger Diampler R	atitude: ongitude: rill Rig: CME-55 emarks:		

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LOG OF BORING S-1

Sheet 1 of 1

0397-753 PSI Job No.:

Project: N.W. 114th Avenue Park Location: 11300 N.W. 81 Terrace

Doral, Florida

Drilling Method: SPT Sampling Method: SS

Hammer Type: Automatic Boring Location: Refer to Sheet 3 WATER LEVELS

▼ Upon Completion 3.7 feet

			,									▼ De	ay	N/A
Elevation (feet)	Depth, (feet)	Graphic Log	Sample Type	Sample No.	Recovery (inches)	Station: N/A Offset: N/A MATERIAL DESC	CRIPTION	USCS Classification	SPT Blows per 6-inch (SS)	Moisture, %	N in × Moistu	ST DATA blows/ft re 25 NGTH, tsf	PL LL 50	Additional Remarks
	- 0 -		1			Dark Brown Organic Fine SAN		OL				2.0	4.0	
		7 77	$\left\langle \right\rangle$	1		Dark Brown Silty PEAT with T Limerock			6-3-2-3 N=5					
		1, 31, 1, 31,	$\frac{1}{2}$	2	<u> </u>	Natural Moisture Content = 29 Organic Content = 53%	93%	PT	2-2-2-1 N=4					
	- 5 -	\ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \	$\sqrt{}$	3		Light Brown/Gray LIMESTON	F with Fine		1-1-1-14 N=2					
				4		Sand		;	35-30-25-30 N=55	9			>>®	
				5				;	28-24-24-2′ N=48	1				
	- 10 - - 15 - 			6					23-20-20 N=40 12-11-10 N=21					
Comple					20.0		ypes:	Shelby		Latitu				
Date Bo					6/18/	IN Auger		Hand A	[Longi Drill F	itude: Rig: CME-5	5		
Date Bo		Compl	ete	d :	6/18/ L.R.	Split-S				Rema		,		
Drilling	Contr				PSI,		Core 🗓 1	Texas (

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LOG OF BORING S-2

Sheet 1 of 1

PSI Job No.: 0397-753 Project: N.W. 114th Avenue Park Location: 11300 N.W. 81 Terrace

Doral, Florida

Drilling Method: Hand Auger

Sampling Method: SS Hammer Type: N/A

Boring Location: Refer to Sheet 3

WATER LEVELS

 While Drilling
 Whil ▼ Upon Completion 0.5 feet

												▼ Del	ay	N/A
Elevation (feet)	O Depth, (feet)	Graphic Log	Sample Type	Sample No.	Recovery (inches)	Station: N/A Offset: N/A MATERIAL DESC	CRIPTION	USCS Classification	SPT Blows per 6-inch (SS)	Moisture, %	T N ii	RENGTH, tsf	PL LL 50	Additional Remarks
Compl		<u> </u>	en,	1	3.0 fi	Dark Brown Slity PEAT Sample T	ypes:	PT	Tuhe	Latitu	de:		>>©	
Date E					6/20/	444	 `	Shelby T Hand Au	Tube	Longi	tude:			
Date E	Boring (d:	6/20/	114 Auger		Hand Au Calif. Sa	I	Drill F Rema	Rig: arks:			
Logge		4			P.W.	Ini		Jaiir. Sa Texas C		i (CIII)	ai i\3.			
Drilling The st	Contr	actor:	200	renro	PSI,	Inc. Rock Capproximate boundaries. The tra	V		OHE					

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LOG OF BORING S-3

Sheet 1 of 1

PSI Job No.: 0397-753
Project: N.W. 114th Avenue Park
Location: 11300 N.W. 81 Terrace

Doral, Florida

Drilling Method: Hand Auger

Sampling Method: SS Hammer Type: N/A

Boring Location: Refer to Sheet 3

WATER LEVELS

✓ While Drilling 0.5 feet✓ Upon Completion 0.5 feet

			ıı aı,	1 1011	iuu		Boning Location.	. 10.0.				▼ Del	ay	N/A
Elevation (feet)	Depth, (feet)	Graphic Log	Sample Type	Sample No.	Recovery (inches)	Station: N/A Offset: N/A MATERIAL DESC	CRIPTION	USCS Classification	SPT Blows per 6-inch (SS)	Moisture, %	N in t X Moistur	ST DATA blows/ft ©	PL LL 50	Additional Remarks
	0 -	<u> </u>	enz.	1		Dark Brown Slity PEAT		PT	SF		Qu o	2.0	4.0 >>@	
Completic Date Bori Date Bori Logged E Drilling C	ing S ing (3y:	Started	d:	d:	2.0 ft 6/20/ 6/20/ P.W. PSI,	Auger Split-S	Cutting B F	Shelby T Hand Au Calif. Sar Fexas Co	ger mpler	Latitu Longi Drill F Rema	tude: Rig:			

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LOG OF BORING S-4

Sheet 1 of 1

PSI Job No.: 0397-753

Project: N.W. 114th Avenue Park Location: 11300 N.W. 81 Terrace

Doral, Florida

Drilling Method: SPT Sampling Method: SS

Hammer Type: Automatic Boring Location: Refer to Sheet 3 WATER LEVELS

▼ Upon Completion 3.7 feet

			,	1 1011								▼ Delay	/	N/A
Elevation (feet)	O Depth, (feet)	Graphic Log	Sample Type	Sample No.	Recovery (inches)	Station: N/A Offset: N/A MATERIAL DESC		USCS Classification	SPT Blows per 6-inch (SS)	Moisture, %	N in blu Moisture STREN Qu	DATA Dows/ft F L B GTH, tsf		Additional Remarks
-				2	<u> </u>	Light Brown/Gray LIMEROCK (Uncontrolled FILL) Light Brown Fine SAND with Limerock and Concrete (Uncontrolled FILL) Light Brown SILT with Limerock and Trace	wn/Gray Silty d Traces of	SM	23-19-21-27 N=40 24-24-17-23 N=41 22-13-16-20	3			9	
-	- 10 -			4		Light Brown/Gray LIMESTON Sand	E with Fine		N=29 32-26-21-24 N=47 23-16-25-23 N=41					
-	- 15 -			6					32-29-28 N=57				>>®	
-	20 -			7					10-13-16 N=29					
Comple Date Bo Date Bo Logged Drilling	oring S oring (By: Contra	Started Compl actor:	ete		20.0 6/16/ 6/16/ L.R. PSI,	14 Auger Split-S	Cutting	Texas	tuger [Drill F	ide: itude: Rig: CME-55 arks:		-	

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LOG OF BORING S-5

Sheet 1 of 1

PSI Job No.: 0397-753

Project: N.W. 114th Avenue Park Location: 11300 N.W. 81 Terrace

Doral, Florida

Drilling Method: SPT Sampling Method: SS

Hammer Type: Automatic Boring Location: Refer to Sheet 3 WATER LEVELS

 While Drilling ▼ Upon Completion 3.6 feet

Dorai, Fiori	ida	Borning Education: Trefer		<u>▼</u> Delay	N/A
Elevation (feet) Depth, (feet) Graphic Log Sample Type Sample No.	Station: N/A Offset: N/A MATERIAL DESC	USCS OK	SPT Blows	STANDARD PENETRATION TEST DATA N in blows/ft ⊚ × Moisture 25 LL 50 STRENGTH, tsf A Qu	Additional Remarks
0 0 1 1 2 2 3 3 3 4 4 5 5 10 10 10 10 10 10 10 10 10 10 10 10 10	Light Brown/Gray LIMEROCK (Uncontrolled FILL) Light Bro Fine SAND with Limerock and Concrete Light Brown/Gray LIMESTON Sand	GP down/Gray Silty d Traces of SM	19-20-21-25 N=41 24-24-18-17 N=42 14-10-16-22 N=26 31-24-26-25 N=50 21-18-22-22 N=40		
Completion Depth: Date Boring Started: Date Boring Completed: Logged By:	20.0 ft Sample T 6/16/14 Auger Split-S	Cutting Hand A	uger Drill R	tude: lig: CME-55	
Drilling Contractor:	PSI, Inc. Rock (V	Cone		

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LOG OF BORING S-6

Sheet 1 of 1

PSI Job No.: 0397-753

Project: N.W. 114th Avenue Park Location: 11300 N.W. 81 Terrace

Doral, Florida

Drilling Method: SPT Sampling Method: SS

Hammer Type: Automatic Boring Location: Refer to Sheet 3 WATER LEVELS

 While Drilling ▼ Upon Completion 3.4 feet

	lua	Boning Location. Trefer		<u>▼</u> Delay	N/A
Elevation (feet) Depth, (feet) Graphic Log Sample Type Sample No.	Station: N/A Offset: N/A MATERIAL DESC	USCS OF	SPT Blows per 6-inch (SS)	STANDARD PENETRATION TEST DATA N in blows/ft ③ X Moisture Description STRENGTH, tsf A Qu X Qp Description 2.0 4.0	Additional Remarks
1 2 2 3 3 4 4 5 5 10 10 10 10 10 10 10 10 10 10 10 10 10	Light Brown/Gray LIMEROCK (Uncontrolled FILL) Light Brown Fine SAND with Limerock and Concrete Light Brown/Gray LIMESTON Sand	wn/Gray Silty d Traces of SM	14-23-25-36 N=48 20-29-21-21 N=50 17-7-22-28 N=29 47-23-25-31 N=48 25-20-30-28 N=50 (50/3") N=50/3"		
Completion Depth: Date Boring Started: Date Boring Completed: Logged By: Drilling Contractor:	20.0 ft Sample T 6/16/14 6/16/14 L.R. Split-S PSI, Inc. Rock 0	Cutting Hand A Calif. S Core Texas (uger Lon Drill ampler Ren	tude: gitude: Rig: CME-55 narks:	

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LOG OF BORING S-7

Sheet 1 of 1

PSI Job No.: 0397-753

Project: N.W. 114th Avenue Park Location: 11300 N.W. 81 Terrace

Doral, Florida

Drilling Method: SPT Sampling Method: SS

Hammer Type: Automatic Boring Location: Refer to Sheet 3 WATER LEVELS

▼ Upon Completion 4.3 feet

				1 1011								▼ Dela	ay	N/A
Elevation (feet)	Depth, (feet)	Graphic Log	Sample Type	Sample No.	Recovery (inches)	Station: N/A Offset: N/A MATERIAL DESC	CRIPTION	USCS Classification	SPT Blows per 6-inch (SS)	Moisture, %	N in X Moistu STRE	ST DATA blows/ft re 25 ENGTH, tsf	PL LL 50	Additional Remarks
	- 0 -			1 2 3	<u>.</u>	(Uncontrolled FILL) Light Brow Fine SAND with Limerock and Concrete Light Brown/Gray LIMESTONI		SM	11-20-20-28 N=40 17-22-18-17 N=40 15-11-19-20 N=30	•		2.0	4.0	
	 - 10 - 			5					N=54 18-19-21-2' N=40					
	- 15 - 			6					32-(50/3") N=50/3"				>>@	
Comple Date B			⊠ 	7	20.0 6/16/	44	— `	Shelby	labe I	_atitu	itude:		>>@	
Date Book Logged Drilling	oring (I By:	Compl		d:	6/16/ L.R. PSI,	Split-S	poon 📱 (Hand A Calif. S Texas (ampler F	Orill F Rema	Rig: CME-5 arks:	5		
						annrovimate houndaries. The tra	.▼.							

7950 N.W. 64th Street Miami, FL 33166

Telephone: (305) 471-7725 Fax: (305) 593-1915

LOG OF BORING S-8

Sheet 1 of 1

PSI Job No.: 0397-753

Project: N.W. 114th Avenue Park Location: 11300 N.W. 81 Terrace

Doral, Florida

Drilling Method: SPT Sampling Method: SS

Hammer Type: Automatic Boring Location: Refer to Sheet 3 WATER LEVELS

 While Drilling ▼ Upon Completion 3.5 feet

			٠,	1 1011								▼ Del	ay	N/A
Elevation (feet)	Depth, (feet)	Graphic Log	Sample Type Sample Type Offset: N/A Wecovery (inches) WATERIAL DE		CRIPTION	USCS Classification	SPT Blows per 6-inch (SS)	Moisture, %	N in X Moistu STRE	ST DATA blows/ft re 25 NGTH, tsf	PL LL 50	Additional Remarks		
	- 0 0 10 15 15 15 20 -			1 2 3 4 5 6 6		(TOPSOIL) Dark Brown Orga with Traces of Roots Dark Brown Silty PEAT with Limerock Light Brown/Gray LIMEROCI Light Brown/Gray LIMESTON Sand	Traces of K with Fine Sand		1-1-1-8 N=2 8-7-13-12 N=20 11-21-23-2 N=44 15-38-44-2 N=82 24-20-21-1 N=41 21-26-26 N=52	3			>>©	
Comple Date B Date B Logged Drilling	oring (oring (d By:	Started Comple		d:	20.0 6/18/ 6/18/ L.R. PSI,	/14 Auge	r Cutting	Shelby Hand A Calif. S Texas	ampler	Drill F	ide: itude: Rig: CME-55 arks:	5	1	

Professional Service Industries, Inc.

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LOG OF BORING S-9

0397-753 PSI Job No.:

Project: N.W. 114th Avenue Park Location: 11300 N.W. 81 Terrace

Doral, Florida

Drilling Method: SPT

Sampling Method: SS Hammer Type: Automatic Boring Location: Refer to Sheet 3

Sheet 1 of 1 WATER LEVELS

▼ Upon Completion 3.6 feet

Dora	i, Fiorida		Borning Location.	. INCICI	i to oneet o			▼ Dela	ay	N/A
Elevation (feet) Depth, (feet) Graphic Log	Sample No.	Station: N/A Offset: N/A MATERIAL	DESCRIPTION	USCS Classification	SPT Blows per 6-inch (SS)	Moisture, %	N in b	T DATA lows/ft © P 25 NGTH, tsf **	PL LL 50	Additional Remarks
	1 2 3 4 5 6	Dark Brown Silty PEA' Limerock Natural Moisture Controrganic Content = 489 Light Brown/Gray LIMI Sand	ent = 369% %		(W.O.H.) N=W.O.H. N=0 1-1-1-1 N=2 W.O.H.)-12- N=12 9-12-14-16 N=26 17-22-20-19 N=42	-9		20	>>@	
Completion Depth: Date Boring Started: Date Boring Complete Logged By: Drilling Contractor:	6 ed: 6 L	0.0 ft	Auger Cutting Split-Spoon	Shelby Hand A Calif. S Texas	ampler	Latitu Longi Drill F Rema	itude: Rig: CME-55		1	

(psi)

Professional Service Industries, Inc.

7950 N.W. 64th Street Miami, FL 33166

Telephone: (305) 471-7725 Fax: (305) 593-1915 **LOG OF BORING S-10**

Sheet 1 of 1

PSI Job No.: 0397-753

Project: N.W. 114th Avenue Park Location: 11300 N.W. 81 Terrace

Doral, Florida

Drilling Method: SPT Sampling Method: SS

Hammer Type: Automatic
Boring Location: Refer to Sheet 3

WATER LEVELS

✓ While Drilling✓ Upon Completion✓ 4.3 feet✓ 4.3 feet

▼ Delay N/A

													▼ Del	ay	N/A
Elevation (feet)	Depth, (feet)	Graphic Log	Sample Type	Sample No.	Recovery (inches)	Station: N/A Offset: N/A MATERIAL DESC	CRIPTION	USCS Classification	SPT Blows per 6-inch (SS)	Moisture, %	× V	TEST N in blo Noisture STRENG	PENETR DATA ows/ft	PL LL 50	Additional Remarks
	- 0 -			1		Light Brown/Gray LIMEROCK Light Brown/Gray Silty Fine S/ Limerock		GP SM	8-7-9-7 N=16			Q			
				2		Light Brown/Gray LIMEROCK	with Fine Sand	_	5-21-26-16 N=47						
	- 5 -			3				GP	16-17-11-8 N=28						
				4		Light Brown/Gray LIMESTONI Sand	E with Fine		29-32-20-18 N=52	3				>>0	
	 - 10 -			5					18-16-16-15 N=32	5			(
	 - 15 - 			6					(50/3") N=50/3"					>>©	
	- 20 -			7					24-10-12 N=22			<u></u>			
Compl Date B Date B Logged Drilling	oring storing of By:	Started Compl	d: lete	d:	20.0 6/18/ 6/18/ L.R. PSI,	Auger X Split-S	Cutting poon	Shelby Hand A Calif. S Texas	ampler	_atitu _ong Drill F Rema	itude: Rig: CN	/IE-55		-	

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7950 N.W. 64th Street Miami, FL 33166

Telephone: (305) 471-7725 Fax: (305) 593-1915

LOG OF BORING P-1

Sheet 1 of 1

PSI Job No.: 0397-753

Project: N.W. 114th Avenue Park Location: 11300 N.W. 81 Terrace

Doral, Florida

Drilling Method: SPT Sampling Method: SS

Hammer Type: Automatic Boring Location: Refer to Sheet 3 WATER LEVELS

▼ Upon Completion 4.9 feet

			,									▼ Dela	ay	N/A
Elevation (feet)	Depth, (feet)	Graphic Log	Sample Type	Sample No.	Recovery (inches)	Station: N/A Offset: N/A MATERIAL DESC		USCS Classification	SPT Blows per 6-inch (SS)	Moisture, %	N in bl Moisture STREN	T DATA ows/ft ⊚	PL LL 50	Additional Remarks
	 			2	<u>.</u>	Light Brown/Gray LIMEROCK Light Brown/Gray Silty Fine S Limerock Natural Moisture Content: 22 Passing No. 200 Sieve: 19% Light Brown/Gray LIMEROCK	SAND with	GP SM	13-14-10-8 N=24 9-11-9-20 N=20 24-27-13-1 ¹ N=40				9	
	 - 10 -			5		Light Brown/Gray LIMEROCK Sand and Traces of Wood Fra Light Brown/Gray LIMESTON Sand	agments	GM	9-4-4-4 N=8 7-12-9-10 N=21					
	 - 15 -			6		Note: Percolation Test Perford Below the Ground Surface	med at 15 Feet		32-28-26 N=54				>>®	
Compl Date B Date B Logged Drilling	oring (oring (d By:	Started Compl	d: lete	d:	15.0 6/17/ 6/17/ L.R. PSI,	14 Auger 14 Split-S	Cutting 👸 I	Shelby Hand A Calif. S Texas (uger [ampler F	Orill F	ide: itude: Rig: CME-55 arks:			

(psi)

Professional Service Industries, Inc.

7950 N.W. 64th Street Miami, FL 33166

Telephone: (305) 471-7725 Fax: (305) 593-1915

LOG OF BORING P-2

Sheet 1 of 1

PSI Job No.: 0397-753

Project: N.W. 114th Avenue Park Location: 11300 N.W. 81 Terrace

Doral, Florida

Drilling Method: SPT Sampling Method: SS

Hammer Type: Automatic
Boring Location: Refer to Sheet 3

WATER LEVELS

✓ While Drilling✓ Upon Completion✓ 3.6 feet

			,	1 1011								▼ Del	ay	N/A
Elevation (feet)	Depth, (feet)	Graphic Log	Sample Type	Sample No.	Recovery (inches)	Station: N/A Offset: N/A MATERIAL DESC		USCS Classification	SPT Blows per 6-inch (SS)	Moisture, %	N in b	T DATA lows/ft ⊚ e 25 NGTH, tsf	PL LL 50	Additional Remarks
	- 0 - - 5 - 			1 2 3	<u>.</u>	Light Brown/Gray LIMEROCK Light Brown/Gray LIMESTON Sand			16-17-12-8 N=29 20-23-17-2! N=40 17-17-10-10 N=27	5				
	- 10 - - 15 -			5		Note: Percolation Test Perforr Below the Ground Surface	ned at 15 Feet		14-13-11-1 ⁻ N=24 21-18-15 N=33					
Comple Date B Date B Logged Drilling	oring (oring (d By:	Started Compl		d:	15.0 6/17/ 6/17/ L.R. PSI,	14 Auger Split-S	Cutting Poon	Shelby Hand A Calif. S Fexas (uger I ampler I	Latitu Longi Drill F Rema	tude: Rig: CME-55			

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LOG OF BORING P-3

Sheet 1 of 1

PSI Job No.: 0397-753

Project: N.W. 114th Avenue Park Location: 11300 N.W. 81 Terrace

Doral, Florida

Drilling Method: SPT Sampling Method: SS

Hammer Type: Automatic Boring Location: Refer to Sheet 3 WATER LEVELS

 While Drilling ▼ Upon Completion 3.7 feet

		50	ıuı,	1 1011	uu		Bonnig Location.	. 10.0.				▼ Dela	ay	N/A
Elevation (feet)	Depth, (feet)	Graphic Log	Sample Type	Sample No.	Recovery (inches)	Station: N/A Offset: N/A MATERIAL DESC	CRIPTION	USCS Classification	SPT Blows per 6-inch (SS)	Moisture, %	N in bl Moisture STREN	T DATA ows/ft ⊚	PL LL 50 Qp 4.0	Additional Remarks
				1 2 3	<u>,</u>	Light Brown/Gray LIMEROCK Light Brown/Gray Silty Fine Solution Limerock Natural Moisture Content: 27% Passing No. 200 Sieve: 20% Light Brown/Gray LIMEROCK	AND with	GP	12-13-9-7 N=22 7-28-22-20 N=50 25-14-11-10 N=25		•			
	 - 10 -			5		Light Brown/Gray LIMESTON Sand	E with Fine		25-46-35-24 N=81 22-19-17-15 N=36			©	>>®	
	 - 15 -			6		Note: Percolation Test Perforr Below the Ground Surface	med at 15 Feet		25-(50/5") N=50/5)"				>>@	
Comple Date Bo Date Bo Logged Drilling	oring (oring (By:	Started Compl		d:	15.0 6/17/ 6/17/ L.R. PSI,	Auger Split-S	Cutting Poon	Shelby Hand A Calif. S Fexas (ampler F	_atitu _ongi Drill F Rema	itude: Rig: CME-55			

psi

Professional Service Industries, Inc.

7950 N.W. 64th Street Miami, FL 33166

Telephone: (305) 471-7725 Fax: (305) 593-1915

LOG OF BORING P-4

Sheet 1 of 1

PSI Job No.: 0397-753

Project: N.W. 114th Avenue Park Location: 11300 N.W. 81 Terrace

Doral, Florida

Drilling Method: SPT Sampling Method: SS

Hammer Type: Automatic
Boring Location: Refer to Sheet 3

WATER LEVELS

✓ While Drilling 3.9 feet✓ Upon Completion 3.9 feet

▼ Delay N/A

												☑ Del	ay	N/A
Elevation (feet)	Depth, (feet)	Graphic Log	Sample Type	Sample No.	Recovery (inches)	Station: N/A Offset: N/A MATERIAL DESC		USCS Classification	SPT Blows per 6-inch (SS)	Moisture, %	N in b	T DATA lows/ft ©	PL LL 50	Additional Remarks
	- 0 -			1		Light Brown/Gray LIMEROCK (Uncontrolled FILL) Light Brow Fine SAND with Limerock, Tra Concrete and Pieces of Wire		GP SM	18-13-16-17 N=29	7				
				2	Ţ	Natural Moisture Content: 22% Passing No. 200 Sieve: 14% Light Brown/Gray LIMEROCK		SIVI	14-33-42-29 N=75	9			>>@	
	- 5 -			3				GP	13-7-5-3 N=12					
				4		Light Brown/Gray LIMEROCK Sand and Traces of Roots	•	GM	4-6-6-8 N=12					
	 - 10 -			5		Light Brown/Gray LIMESTONI Sand	E with Fine		11-12-12-13 N=24	3				
				6					(50/5") N=50/5)"				>>®	
	- 15 -					Note: Percolation Test Perform Below the Ground Surface	med at 15 Feet		,					
Comple Date Bo					15.0 6/17/	44	 `	Shelby	Tube	₋atitu ₋ongi	tude:			
Date Bo	oring			d:	6/17/	IN Auger	-	Hand A Calif S	uger l	Drill F Rema	Rig: CME-55			
Logged Drilling	-	actor:			L.R. PSI,	161 - 1	·	Jaiir. S Texas (CITIC	ai NO.			
פוווווום	COHIL	auiUI.			гoı,	IIIC.								

(psi)

Professional Service Industries, Inc.

7950 N.W. 64th Street Miami, FL 33166

Telephone: (305) 471-7725 Fax: (305) 593-1915

LOG OF BORING P-5

Sheet 1 of 1

PSI Job No.: 0397-753

Project: N.W. 114th Avenue Park Location: 11300 N.W. 81 Terrace

Doral, Florida

Drilling Method: SPT

Sampling Method: SS
Hammer Type: Automatic
Boring Location: Refer to Sheet 3

WATER LEVELS

✓ While Drilling✓ Upon Completion✓ 3.2 feet

▼ Delay N/A

										Ā D∈	elay	N/A
	Graphic Log Sample Type	Sample No.	Recovery (inches)	Station: N/A Offset: N/A MATERIAL DESC		USCS Classification	SPT Blows per 6-inch (SS)	Moisture, %	× Mc	25 TRENGTH, ts	D PL LL 50	Additional Remarks
0 12		1		(TOPSOIL) Dark Brown Orgar with Traces of Roots Light Brown/Gray LIMEROCK Sand Light Brown/Gray LIMEROCK	with Silty Fine	OL GM	5-8-24-21 N=32			9		
00		2	Ţ	7		GP	13-13-13-19 N=26	•				
- 5 -00	0	3		Light Brown/Gray LIMESTONI Sand	E with Fine		8-2-2-2 N=4 9-17-15-17					
		5					N=32 15-14-16-16 N=30					
- 10		6	15.0	Note: Percolation Test Perform Below the Ground Surface			19-21-20 N=41	atitu	de:			
Completion De Date Boring Standard Boring Co Logged By: Drilling Contract	arted: omplete	d:	15.0 6/17/ 6/17/ L.R. PSI,	14 14 Auger Split-S	Cutting B	Shelby Hand A Calif. S Texas (uger I ampler I	_atitu _ongi Drill F Rema	itude: Rig: CME	E-55		



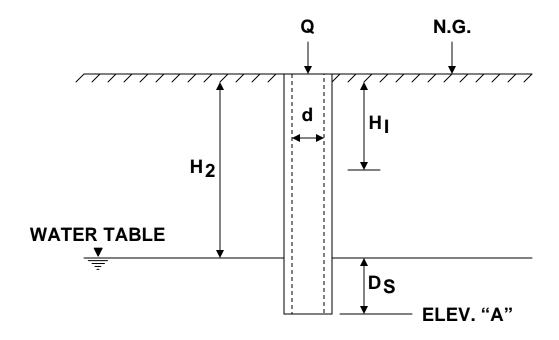
TABLE 1: SUMMARY OF PERCOLATION TEST RESULTS PROPOSED N.W. 114TH AVENUE PARK 11300 N.W. 81ST STREET DORAL, FLORIDA PSI PROJECT NO. 0397-753

Test	Date	Diam	neter	Depth of	Depth to Grou	ndwater Level	Hydraulic	Saturated Hole	Average	K, Hydraulic
No.	Performed	Casing	PVC	Hole	Below Ground	l Surface (Feet)	Head, H2	Depth, Ds	Flow Rate, Q	Conductivity
		(Inches)	(Inches)	(Feet)	Prior to Test	During Test	(Feet)	(Feet)	(gpm)	cfs/ft ² -ft
P-1	17-Jun-14	6	4	15.0	4.9	0.0	4.9	10.1	58.0	1.3E-03
P-2	17-Jun-14	6	4	15.0	3.6	0.0	3.6	11.4	58.0	1.7E-03
P-3	17-Jun-14	6	4	15.0	3.7	0.0	3.7	11.3	58.0	1.7E-03
P-4	17-Jun-14	6	4	15.0	3.9	0.0	3.9	11.1	58.0	1.6E-03
P-5	17-Jun-14	6	4	15.0	3.2	0.0	3.2	11.8	58.0	1.9E-03

Note:

- (1) The above hydraulic conductivity values are for a french drain installed to the same depth as the borehole tests. The values represent an ultimate value. The designer should apply the appropriate factor of safety.
- (2) The hydraulic conductivity values were calculated based on the South Florida Water Management District's USUAL OPEN HOLE CONSTANT HEAD percolation test procedure as shown on the following page.
- (3) A hole diameter of six inches was used in the computation of the Hydraulic Conductivity value presented in the above table.

USUAL OPEN – HOLE TEST



$$K = \frac{4Q}{\pi d (2H_2^2 + 4H_2D_S + H_2d)}$$

K= HYDRAULIC CONDUCTIVITY (CFS/FT.2 - FT.HEAD)

Q= "STABILIZED" FLOW RATE (CFS)

d= DIAMETER OF TEST HOLE (FEET)

H₂ = DEPTH TO WATER TABLE (FEET)

D_S = SATURATED HOLE DEPTH (FEET)

ELEV. "A"= PROPOSED TRENCH BOTTOM ELEV.

H_I = AVERAGE HEAD ON UNSATURATED HOLE SURFACE (FT.HEAD)



ATTACHMENT 2 SPECIFICATIONS



Job Name: NW 114th Avenue Park & Recreation

Building

BCC Project: #968

Bid Date: February 5, 2015 @ 4:00pm

Bid Package: Clearing, De-Mucking & Site Fill Work

BILTMORE CONSTRUCTION CO., INC

Construction Manager 1055 Ponce de Leon Blvd., Belleair, FL 33756 CGC-040464 Phone: 727-585-2084

tparker@biltmoreconstruction.com



Project Information Sheet

Last update: 1-16-15

Biltmore Project No.:	#968
Project Name:	NW 114 th Avenue Park – Recreation Center Demucking, Clearing & Grubbing Bid Package
Project Address:	11300 NW 81st Terrace, Doral, FL 33178
Owner:	City of Doral
Architect:	Wannamaker Jensen Architects, Inc.
Project Status:	Biltmore Construction has been selected as the Construction Manager for the NW 114 th Avenue Park – Recreation Center located at 11300 NW 81 st Terrace, Doral, FL 33178.
	Demucking, Clearing and Grubbing Bid Package
	Site Visit: Thursday, January 22, 2015 @ 11:00am. Meet at the SE corner of NW 114 th Avenue and NW 82 nd Street, Doral, FL.
	SUBCONTRACTOR BIDDING - 2-5-15 by 4:00pm
	Submit bids on Biltmore's Bid form via email to bcercone@biltmoreconstruction.com.
Project Description:	10- acres of demucking, clearing and grubbing. See Scope of work posted in the plan room.
Project Schedule:	Start March 2015
Project Contacts:	Kim Madley – <u>kmadley@biltmoreconstruction.com</u> Barry Cercone – <u>bcercone@biltmoreconstruction.com</u>
Prospective Bidders:	Send an interest in bidding request to kmadley@biltmoreconstruction.com indicating your interest in this specific project.

Project Information Sheet Page 2 of 2

Bidder Prequalification:	Only bidders meeting prequalification requirements will be considered. All completed Subcontractor Prequalification forms should be requested immediately if you do not have a current one on file with Biltmore Construction. Please sure to indicate this particular project.
Pre-Bid Conferences:	To be determined
Bid Documents:	Grade Beam plan room

TABLE OF CONTENTS 114th Avenue Park – De-Mucking, Clearing & Site Fill BCC Job #968

Description

- Instructions to Bidders
 - Subcontractor Prequalification Form
- **❖** Bid Form (Mandatory)
- Scopes of Work
- ❖ Subcontract Documents

Standard Biltmore Construction Co., Inc. Subcontract Agreement

Performance & Payment Bond

Special Biltmore Construction Co., Inc.

Warranty Provisions

W1 Subcontractor Full Guarantee/Warranty

W2 Lower – Tier Subcontractor Full Guarantee/Warranty Material & Workmanship

W3 Subcontractor & Manufacturer

W4 Supplier/Vendor Guarantee Warranty

- Preliminary Construction Schedule
- **❖** Special Information

Safety Policy Drug Free Affidavit Geotechnical Report Asbestos Survey

BILTMORE CONSTRUCTION

1055 Ponce de Leon Blvd., Belleair FL 33756 Phone 727-585-2084 Fax 727-585-2088

Project Bidding:	NW 114th Avenue	Park

SUBCONTRACTOR PREQUALIFICATION STATEMENT - RETURN THIS FORM WITH ATTACHMENTS TO THE ATTENTION OF: KIM MADLEY

4) Other policies that apply to your trade (Asbestos Abatement Liability, FBONDS Are you able to provide Bid, Payment and Performance bonds? from your surety or surety agent, giving surety name and limit per bond are fiscal year audited, certified, or reviewed financial statement PROJECT LIST/REFERENCES ***ATTACH*** list of all projects of the pro	If yes, <u>attach</u> a letter of bondability and aggregate. If no, attach most recent
BONDS Are you able to provide Bid, Payment and Performance bonds? from your surety or surety agent, giving surety name and limit per bond ar	If yes, attach a letter of bondability
4) Other policies that apply to your trade (Asbestos Abatement Liability, F	Professional Liability, etc.)
1) Commercial General Liability 2) Commercial Auto Owned Hired/Non	· · · · · · · · · · · · · · · · · · ·
INSURANCE *** ATTACH *** samples of your current certificates of in	
work you propose to bid. (Note: it will be your responsibility to e trade in the state/ county/ city where a project is located.)	stablish proper licensing for your
LICENSING *** ATTACH *** copy(s) of your current license(s) as requ	
Email Address:	
Years in business under present name:	
Type of work you may propose.	
Mailing Address: Phone: (Fax: (Conta	ct:
Physical Address:	
Correct legal name of your firm:	#

BID MUST BE SUBMITTED ON THIS FORM

BILTMORE CONSTRUCTION CO., INC. 1055 PONCE DE LEON BLVD., BELLEAIR, FL 33756 (727) 585-2084 PHONE (727) 585-2088 FAX

NW 114th Avenue Park - BCC Job # 968

Subcontractor / Vendor Bid Form

(Please use this form. If additional space is needed, continue on your letterhead)

Bid Package: De-Mucking, Clearing	g and Site Fill	
required to professionally perform and	ermits, fees, insurances, supervision, labor, materials, equipmed complete all applicable Work in strict accordance with the e Scope of Work and the Subcontract Agreement for the follows:	Contract owing Lump
	Dollars (\$)
** Attach Schedule of Values, Alter this Bid Form.	rnate Pricing, and Unit Pricing from De-Mucking Scope o	of Work to
 Bidder proposes to complete days. 	e this Scope of Work for the East Parcel of the site in	calendar
•	e this Scope of Work for the West Parcel of the site in	calendar
proposal be accepted, we agree to e	this bid is submitted with the specific understanding that execute Biltmore's <u>Standard Subcontract Agreement</u> , and to Biltmore Construction Co., Inc., without modification.	-
We also agree that this Bid is valid for si	ixty (60) days following the date and time in which Bids are due.	
*Attach a copy of your license as re	equired for the work you are bidding.	
Receipt of the following Addenda is a	acknowledged:	
Company Name: FEIN Number: Physical Address: Phone Number/Fax Number Signed (Authorized Representative) Print Name/Title: Email Address:		
Date: Name of Surety (if applicable):		

Special Note: Any modifications made to this form may result in your Bid being declared non -responsive.



CLEARING, DE-MUCKING, AND FILL

Furnish all labor, material and equipment necessary to complete all CLEARING, DE-MUCKING & SITE FILL WORK in strict accordance with the construction/contract documents and specifically but not necessarily limited to Specification Section(s)

in its entirety, and the Geotechnical Report Dated July 1, 2014, by PSI.

This scope includes but is not necessarily limited to the following specifically noted items:

- 1. Provide erosion control and Best Management Practices for this work, see sheets C-202, C-203 and C204 for specific notes and details.
- 2. Remove all demolition items from areas noted.
- 3. Remove all surface debris such as concrete, and asphalt emulsion on the north half of the site.
- 4. Clear entire site of any vegetation, including vegetation growing through limerock layer on north side of the site.
- 5. Stockpile onsite limerock suitable for parking sub base material which is necessary to remove to obtain grades noted.
- 6. Provide Stabilized entrance drives and detention area for wash-down as indicated on C-203. Provide additional entrance drive. Also provide water & hose bibb at each wash-down location.
- 7. Remove unsuitable soil from the de-mucking areas noted on the geotechnical report BORING LOCATION PLAN (down to the limerock layer).
- 8. For the purposes of this bid figure 90,350 cy (plus expansion) of removal of unsuitable soil. Unsuitable soil does not include vegetation and trees removed from clearing and grubbing process. Properly dispose of all trees, roots and vegetation in the clearing and grubbing process. No deleterious material is to remain on site.
- 9. Provide suitable fill for the areas where unsuitable fill was removed.
- 10. Import and compact additional fill to elevations required to attain subgrade for proposed final design. Required fill elevations and cut/fill volumes shall be determined by the bidder from the finished grading plans and by deducting volumes for paving sections, ball field and play-court sections shown in the drawings. Utility and drainage excavations etc. Note: the building pad for the new recreation building and other structures is not included in this scope. An add alternate is part of this bid for the building pad with compaction for the new recreation building.
- 11. Provide the quantity of fill included in your proposal to obtain the grades as determined in item 10 above.
- 12. Provide dewatering as necessary for performance of this work.
- 13. Provide temporary shoring and protection from erosion as necessary to perform the work, and protect any adjacent roads, infrastructure or property.
- 14. Perform all Site Engineering, layout and Surveys as required to perform this Subcontractor's work.
- 15. The work is to commence at the East portion of the site, (recreation building side), and progress westward. Thus enabling a start for building pad work for the recreation building as soon as possible.



16. Provide graded and compacted staging areas as noted on the PDF titled "De-Mucking & Staging Areas".

EXCLUDED:

- 1. Hazardous material removal. If hazardous material is encountered, notify Biltmore Construction immediately.
- 2. Temporary construction fencing and gates.

UNIT PRICES:

- 1. Unit cost of removal of unsuitable fill in excess of bid quantity.
- 2. Unit cost credit for removal of unsuitable fill
- 3. Unit cost of new fill in excess of bid quantity.
- 4. Unit cost credit for new fill less than bid quantity.

ALTERNATES:

- 1. Provide cost for additional construction entrance and wash-down area at NE entrance to site.
- 2. Provide cost for fill and compaction of a building pad for the new recreation building. Top of building pad to be Finished Floor Elevation of the building minus 6". Provide number of days to complete.
- 3. 8' strip of Bahia sod around site, per the PDF titled "De-Mucking & Staging Areas".

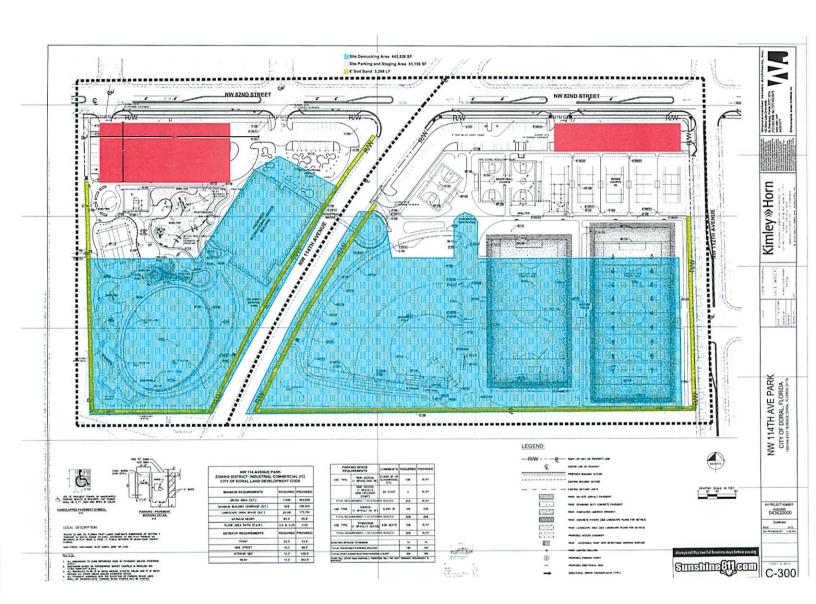


BP #2A - CLEARING & DE-MUCKING

DESCRIPTION	AMOUNT
General Conditions (Supervision, Project Management, Office Administration)	\$
Shop Drawings and/or Submittals	\$
Close-Out Documents / As-Builts	\$
Mobilization	\$
Survey and Layout	\$
Silt Fence Including Maintenance	\$
Construction Entrances, Wash Down Sumps and Hose Bibbs	\$
Clearing, grubbing & tree removal	\$
Removal of unsuitable material	\$
Import and Compact New Fill	\$
Grading & Compaction for Staging Area	\$
Earthwork & Grading for Balance of Site	\$
Dust Control & Street Cleaning	\$
Flagmen & Maintenance of Traffic	\$
Fees/Permits	\$
Performance and Payment Bond	\$
TOTAL BASE BID	\$



UNIT	PRICES:	
	Unit cost of removal of unsuitable fill in excess of bid quantity	
2.	Unit cost credit for removal of unsuitable fill less than bid quantity	
3.	Unit cost of new fill in excess of bid quantity	
4.	Unit cost credit for new fill less than bid quantity	
ALTE	RNATES:	
1.	Provide cost for additional construction entrance and wash-down area at NE entrance to site.	
2.	Provide cost for fill and compaction of a building pad for the new recreation building. Top of building pad to be Finished Floor Elevation of the building minus 6". Provide number of days to complete.	
	We will complete the building pad in calendar days.	
3.	8' strip of Bahia sod around site, per the PDF titled "De-Mucking & Staging Areas".	



1407 - Doral Rec Center - 50% PROGRESS SET.pdf (12) (26% of Scale); NW 114th Park-Doral FL 50%; Projects; 1/16/2015 06:00 PM

Standard Scope of Work EXHIBIT "ST"

STANDARD SCOPE OF WORK APPLICABLE TO ALL SUBCONTRACTORS:

This Exhibit "ST" is intended to provide clarification and reinforcement of the standard provisions of the "Standard Subcontract Agreement" by which it is referenced. It is NOT intended to be a complete listing of this Subcontractor's responsibilities. Refer also to Exhibit "SP" for specific scope requirements applicable to this Subcontract. It is also hereby understood and acknowledged that the Scope of Work, identified in Section 2 of this Subcontract, supersedes any and all proposals previously submitted by this Subcontractor.

Unless otherwise stated, this Subcontractor's Scope of Work includes the following:

- 1. Comply with all OSHA and other applicable safety regulations. To assist in meeting these requirements, comply with the Construction Manager's Site Specific Safety Plan (Exhibit "P" of the "Standard Subcontract Agreement").
- 2. Provide current certificates of all insurance as required by and described in Section 7 of the "Standard Subcontract Agreement" to Construction Manager throughout the project and its warranty period.
- 3. As applicable, comply with all bonding requirements as described in Section 4 of the "Standard Subcontract Agreement" if included in the Specific Scope of Work.
- 4. Comply with all provisions of State mandated Drug Free Workplace statutes as specifically described in Section 2 of the "Standard Subcontract Agreement". Complete and return Affidavit of Drug-Free Workplace Program Compliance form.
- 5. Provide all permits, licenses, inspections, and related fees required by any and all Government Agencies for this Subcontractor's Work on this project. Note that Pinellas County School Board is self-permitted and inspected.
- 6. Provide daily and/or continual clean-up of all refuse caused or created by this Subcontractor's Work and/or its workmen. This requirement is not the composite clean-up crew.
- 7. Maintain storage and work area in a neat, debris-free condition.
- 8. Unless otherwise noted, a dumpster will be provided by the Construction Manager.
- 9. Maintain storage and work area in a neat debris-free condition.
- Unless specifically otherwise noted, provide any and all transportation, delivery, rigging, hoisting, unloading, distribution, and/or storage of materials required to perform this Subcontractor's Work.
- 11. Schedule all material deliveries with the Construction Manager 72 hours in advance.

 Unless specifically noted otherwise, all traffic control requirements, including but not limited to flagmen, street closure permits, traffic control barriers, use of Law Enforcement, and any other means, are the responsibility of this Subcontractor.
- 12. Provide full-time, on-site, qualified <u>English speaking</u> supervision at all times that this Subcontractor is working on the jobsite. Such supervision may be required by the Construction Manager to be non-working.
- 13. Schedule and coordinate on-site materials testing and inspections with the Construction Manager. Unless noted otherwise, the Construction Manager shall employ or

Standard Scope of Work EXHIBIT "ST"

- coordinate the independent on-site materials testing service. The cost of any failed inspection of this Subcontractor's Work will be paid by this Subcontractor.
- 14. Comply with all requirements of Division 1 of the Specifications, as they pertain to this Subcontractor's Work.
- 15. Prior to any delivery to the jobsite and/or installation, provide all applicable Material Safety Data Sheets and/or test reports and certifications as required for this Subcontractor's Work for appropriate review and approval by the Construction Manager and Design Professional.
- 16. Provide a minimum of <u>one (1)</u> paper copies and an electronic copy of all submittals and shop drawings in accordance with the Specification Section(s) included in this Subcontractor's Specific Scope of Work. Each submittal must be clearly identified by the applicable Specification Section. Any items listed in the Specifications that are not applicable should be identified as "Not Applicable". Provide additional legible hard copies as requested by Construction Manager.
- 17. Attend all jobsite meetings as requested by the Construction Manager.
- 18. There is to be no smoking or smokeless tobacco use anywhere on the project site, except in specific areas that may be designated by the Construction Manager.
- 19. Provide any and all additional lighting (beyond the basic temporary lighting provided by the Construction Manager) as necessary to properly perform this Subcontractor's Work.
- 20. Certain concrete floor areas may be left exposed or receive only a clear/transparent floor finish. This subcontractor is responsible to protect such areas from damage caused by its own work.
- 21. Provide all required Close Out documents. Reference Specification Section 11.
- 22. At least one (1) month prior to the scheduled date of Substantial Completion of the project <u>and</u> prior to payment of progress payments reaching 90% of the Subcontract Amount (or as may be otherwise specifically directed by the Construction Manager), provide all required Close Out documentation.

 Reference Specification Sections included in this Subcontractor's Specific Scope of Work.
- 23. Provide all specified Biltmore Construction Co., Inc. warranties including extended warranties, manufacturer's warranties and third party beneficiary warranties. Reference Exhibit(s) W1, W2, W3 and W4 of the "Standard Subcontract Agreement".
- 24. Following the eleven month warranty walk-thru, this Subcontractor will be responsible to correct any of his defective work noted within fourteen (14) days.
- 25. Multiple mobilizations and short periods of inactivity due to phasing may be required and will be at <u>no</u> <u>additional cost</u> to Owner and/or Construction Manager. Phasing, multiple crews and multiple shifts and/or premium time will be required to meet the Owner's and Construction Manager's schedule. Costs are to be included in price proposal.
- 26. Furnish and install caulking and sealants <u>only</u> where it pertains to this Subcontractor's Work.
- 27. Furnish and install access doors where required for access and/or inspection of this Subcontractor's Work. Coordinate framing and/or concrete/masonry openings with the Construction Manager.
- 28. Unless otherwise noted, this Subcontractor is responsible for all cutting, dewatering, trenching, excavation, backfill and compaction as necessary for the completion of its work. Legally dispose of all excess fill created by these operations as directed by the Construction Manager. Reference Specification Section 32000 "Subgrade Stabilization".

Standard Scope of Work EXHIBIT "ST"

- 29. Coordinate all penetrations by this Subcontractor with the other affected trades. Use particular care with penetrations through fire and/or smoke rated assemblies. Provide all penetrations with required sleeving, patching, safing, firestopping and sealants in accordance with the drawings. Provide U.L. Assemblies as required.
- 30. Provide mounting, backboards and supports as required for this Subcontractor's equipment.
- 31. Provide all scaffolding and/or shoring required to perform this Subcontractor's Work.
- 32. Provide all fire/safety protection required for this Subcontractor's Work.

END OF EXHIBIT "ST"

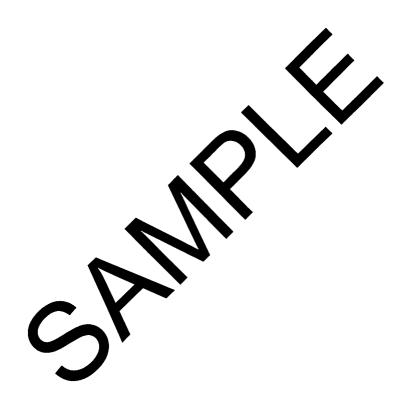
STANDARD SUBCONTRACT AGREEMENT

THIS AGREEMENT, made the	day of		in t	he year 20
by and between:		BILTMORE C 1055 Ponce do Belleair, Florid		CO., INC. CGC040464 590720349
hereinafter called GENERAL CONTRAC	CTOR and:			
			Phone Fax	
hereinafter called <u>SUBCONTRACTOR</u> .			FEIN	•
WITNESSETH:		•	X	
That for and in consideration of the mut	ual promises and coven	ants herein con	ned, it is gree	d as follows:
SECTION 1: CONTRACT DOCUMENT	rs		V	
Subcontractor agrees to furnish all super described for the construction of:	ervision, labor, equipn	t ano , terial a	and to diligently a	nd fully perform all work hereinafter
PROJECT NAME:		// 		
TO BE LOCATED AT:	D	· · · · · · · · · · · · · · · · · · ·		
FOR (OWNER)				

hereinafter called "OWNER", in strict accordance with, and subject to, the requirements of this Subcontract Agreement and of the Contract Documents which consist of, the Prime Contract Agreement, General, Supplemental, Special, and other Conditions, the Project Manual ("Specifications"), Addenda, Schedules, as may be modified from time to time by the General Contractor, Drawings, Details prepared by the Architect/Engineer and, or authorized party representing the Owner in the performance of the Work and referred to here or elsewhere, as the Architect/Engineer (A/E) or Owner's authorized representative, and all other documents as incorporated, described, or referenced herein. All of the above enumerated documents are expressly incorporated in, and made a part of this Agreement, with the sole exception that any payments to the subcontractor are absolutely contingent upon payment by the Owner to the General Contractor as stipulated herein by Section 3, and any lower-tier subcontract shall incorporate same and be bound to these documents. In the event of any conflict between the documents, the terms and conditions of this Subcontract shall govern. In the absence of any term or condition within the Subcontract Agreement, the terms and conditions extending the greater protection to the General Contractor shall govern and prevail. The terms "General Contractor", "Construction Manager", or "CM" where used in this Subcontract Agreement are synonymous and refer to Biltmore Construction Co... Inc.

Subcontractor further agrees and represents that it has fully investigated, inspected and thoroughly familiarized itself with the Contract Documents, the site, and all adjoining premises in connection with which the work covered by this Subcontract is to be performed, and that it has informed itself as to all the difficulties involved in the completion of the work covered by this Subcontract and that General Contractor has made no representations of any kind not contained in this Subcontract.

BCCSC 09/01 Public



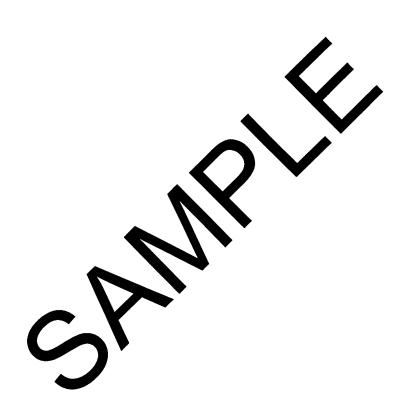
Job#

ENUMERATION OF CONTRACT DOCUMENTS

The Contract Documents consist of: the Prime Contract, Conditions of the Contract (General, Supplementary, Special and other Conditions), Drawings, Specifications, and all Addenda issued prior to execution of this Agreement and all Modifications issued subsequent thereto. These Contract Documents are as fully a part of the Subcontract Agreement as if attached to this Agreement or repeated herein. An enumeration of the Contract Documents is as follows:

Project Manual as prepared by:	
Drawings as prepared by:	as follows:

See Attached Exhibit "A"



SECTION 1: (continued)

Subsequent to the receipt of this Subcontract, the commencement of any performance by the Subcontractor shall constitute, and be considered as, full and complete acceptance of the Subcontract Agreement, including all terms and conditions as issued by the General Contractor.

The commencement of performance by Subcontractor shall be conclusive evidence that the project, or that part where such work is being performed, is in proper condition for the performance of the work. In the event the Subcontractor finds, before commencing the work, that conditions exist on the project which are not proper for performance of its work, or any portion thereof, Subcontractor shall notify General Contractor in writing within twenty-four hours of such finding. Failure to provide such written notice, within time specified, will result in a waiver of all claims arising out of such condition.

All inquiries regarding the interpretation or intent of the Contract Documents shall be determined as provided herein, and/or in said Contract Documents. Inquiries must be submitted in writing to the General Contractor within twenty-four hours of discovery. Any inquiry shall be resolved in the manner provided for herein, and/or in the Contract Documents. With respect to the Work, indemnities, duties, and/or obligations covered by this Subcontract, Subcontractor and any lower-tier sub-subcontractor assumes toward General Contractor the same contractual relationships, including, without limitation, all duties, liabilities, indemnifications, conditions, restrictions and limitations which General Contractor, by the foregoing Contract Documents, assumes toward Owner and/or herein required, whichever affords the greater protection to General Contractor. Subcontractor shall incorporate all terms and conditions of the Contract Documents and this subcontract into any lower-tier sub-subcontract(s), and purchase agreements without notice from the General Contractor.

SECTION 2: SCOPE OF WORK - SCHEDULE - SUBCONTRACT SUM - CHANGE ORDERS.

SEE ATTACHED EXHIBIT "ST" – Standard Scale of Work SEE ATTACHED EXHIBIT "SP" – Specific Scale of Work

SECTION 2: SCOPE OF WORK - (continued)

Subcontractor shall submit shop drawings and/or data no more thanda shall be in copies. All drawings shall include set(s) of rep	nys from date of subcontract. Submittals producible sepias.
This Contract includes all work reasonably considered within the scope of Subcontractor's videscribed in all sections of the Drawings/Specifications. All measurements shall be field Subcontractor.	Work for a complete job and which may be
Subcontractor agrees to provide General Contractor copies of all purchase orders and invoice any sales tax or costs. Subcontractor shall provide General Contractor written evidence from the and materials and notice of any delay(s) that could affect completion of this project, all consubject to any revisions made from time to time by the General Contractor.	he suppliers of delivery dates for aguinment
Subcontractor shall comply fully with provisions of Occupational Safety and Health Act and all of General Contractor. Subcontractor accepts/assumes exclusive liability for violations(s) regulation, citation and agrees to indemnify and hold General Contractor, General Contract harmless against liability and all damages or costs arising from such violation. Subcontract appropriate clothing, safety equipment, and attend all safety meetings and participate in a procomply with the provisions of the Drug Free Workplace Statutes including, but not limited to Statutes, and shall implement and maintain a drug free environment. Subcontractor shall proof the General Contractor.	or failure to comply with any standard, tors Surety, Owner and Architect/Engineer tor's employees must wear hard hats and ject safety committee. Subcontractor shall on Sections 440 101 and 440 102. Florida
Without additional cost, Subcontractor will clean up daily and remove from project all, soris, we will participate in the general clean-up program, including final cleaning, as directed by General daily, in a form acceptable to General Contractor, status reports, which shall include, but of the equipment and work progress.	al Contractor Subcontractor shall furnish
As Subcontractor's full consideration for the satisfactory performance and compution of all of General Contractor agrees to pay Subcontractor the sum of: AND XX/106 DOLLARS	the work as hereinabove described, the
AUGUSTA DOLLANG	(φ).

SECTION 2: SCOPE OF WORK - (continued)

Subcontractor, its surety, and insurer jointly and severally agree that; If, during the progress of the Work referred to in Section 2 of this agreement, General Contractor shall, for any cause, become entitled to any increase or shall be subjected to a decrease of compensation in accordance with the Contract Documents, Subcontractor shall, in the absence of any specific agreement with General Contractor, be entitled to subjected to a commensurate increase or decrease insofar as the causes thereof relate to Subcontractor's work. General Contractor, in such cases, shall give Subcontractor notice in writing, stating the amount of any resulting increase or decrease in the payment(s) to which Subcontractor shall be entitled or subjected. Subcontractor's surety waives notice of all changes(s).

Subcontractor shall have no dealings with any party other than General Contractor in regard to performance, changes, additions or omissions associated with this Work. The Subcontract cannot be changed except by a properly executed written change order. No work shall be commenced by Subcontractor in connection with any changes or additions to the Work or changes in the Contract requirements until Subcontractor receives a written order from the undersigned officer (or his successor) of General Contractor. Upon such order, Subcontractor shall perform the extra work, make the substitutions in the Work, or delete such Work as General Contractor may direct. Absent such Change Order, the performance of any alleged extra work shall be at the sole risk of the Subcontractor. In no event shall any Change Order exceed the proportionate adjustment made to General Contract by Owner, and the written order covering the change shall state the specific amounts to be added to, or deducted from, the Subcontract.

In the event a condition arises wherein Subcontractor is, in its opinion, called upon to perform any changes in the Work for which the amount of compensation to be added or deducted has not been previously agreed, it shall submit to General Contractor a written proposal describing the changes proposed to be made, together with a detailed breakdown of quantities and costs. Subcontractor shall keep accurate, detailed records of the costs of any such changes it performs, and shall report such costs to the General Contractor in the form and manner directed by General Contractor. Subcontractor shall furnish each day to General Contractor certified copies of all time sheets, receipts, inspection reports, and all other documents required by General Contractor properly evidencing expenditures relating to Subcontractor's costs for the changes. Subcontractor's application to General Contractor properly evidencing expenditures relating to copies of all payrolls, invoices and vouchers relating thereto. In addition to all other aquirements of this subcontract and the Contract Documents, execution of a change order and payment by the Owner to the General Contractor for all swork, and the agreement of the General Contractor, shall be an absolute condition precedent to payment to the Subcontractor.

General Contractor's or Owner's receipt or acknowledgment of Subcontractor claim(s) or notice(s), including reports of costs and time, shall not be construed as General Contractor's acknowledgment or accordance. The accordance or validity of any portion of such claim or report, until such time as a change order may be agreed upon as widened by the gnature of General Contractor's officer on the executed Change Order.

Any failure by General Contractor at any time, or from time to the positive of enforce or require the strict keeping and performance by Subcontractor of any of the terms or conditions of this contract shall be constitute a waiver by General Contractor of a breach of any such terms or conditions and shall not affect or impair such terms a condition on any way, or the right of General Contractor at any time to avail itself of such remedies.

The Subcontractor warrants and agrees that it will no lease, distribute, or otherwise cause the introduction into any area. any toxic, pollutant, contaminate, or hazardous material but not limited to, asbestos, fuels, petroleum products, and PCBs. reluon Should same either be introduced, distribut leased a or result from the operations of the Subcontractor or its agents, the bcom Subcontractor shall be responsible under this and for the Comprehensive Environmental Response and Liability Act of 1980 (CERCLA) or such current regulation as may a o reneve all pollutants/hazardous, toxic or contaminating materials via legal and approved methods(s) and shall bear sts for id removal, clean-up, proper disposal, and all consequential damages resulting from its release/distribution, removal, a proper dispo al. Subcontractor, its Surety, and Insurer shall jointly and severally be liable for any claims arising out of such introduction/rel tion of materials and shall further agree to indemnify and save harmless the General Contractor, its Officers and director wner a Architect/Engineer and any of the aforementioned affiliates, agents, and/or assigns, from all costs associated with, or resulting from the introduction of, release, distribution and/or removal and clean-up of these materials. This obligation shall apply to any fuel of pollutant and shall survive the performance of the Work and shall remain a joint and several obligations of the Subcontractor, its Surety, and Insurer.

SECTION 3: PAYMENTS.

General Contractor agrees to make progress payments, for authenticated and approved bonds, for such work as shall have been completed and performed in strict conformity with the Contract Documents, except as may be specified herein, and not included in any prior estimate, in such amounts as may be allowed and paid to General Contractor by Owner on account of Subcontractor's work to the extent of Subcontractor's interest therein, with the exception of 10% thereof which will be retained for final payment, provided the rate of progress made by the Subcontractor is satisfactory to General Contractor and all non-conforming, improper or rejected Work has been corrected. Notwithstanding anything to the contrary, including the terms and conditions of the Prime Contract, payment to General Contractor by Owner shall be an absolute condition precedent to any payment to Subcontractor by either the General Contractor or its Surety. Consent of surety prior to payment(s) shall be provided at the option of General Contractor. Payment of the progress payment equivalent to 90% shall require, as a further condition precedent, prior full submission by the Subcontractor and approval by the General Contractor, A/E and Owner of all close-out documents, including but not limited to, warranties, "As-Built" drawings, and releases/waivers of lien from all lower-tier subcontractors and suppliers. Subcontractor shall hold all payments in trust for the benefit of unpaid laborers, lower-tier subcontractors and material suppliers and shall properly discharge all debts incurred as a result of the performance of its Work.

SECTION 3: PAYMENTS - (continued)

Subcontractor, within 15 days from date of this Agreement, shall submit to General Contractor for approval, a detailed and itemized breakdown of the value of all work covered by this contract, in which the contract price shall be distributed among the individual items of material, labor, indemnification, and other costs, truly proportionate to the quantities and values. Subcontractor shall furnish to General Contractor, each month and in accordance with the Contract Documents, and application for progress payment containing a true and accurate estimate of the work completed during that month, accompanied by an approved breakdown. Applications shall be prepared and submitted on forms furnished by General Contractor and accompanied by acceptable waivers/releases. Subcontractor shall furnish to General Contractor, when requested, certified copies of payrolls, receipts, invoices and checks substantiating full payment by Subcontractor for, labor, materials and other costs. General Contractor may withhold any payment, or portion thereof, in the event any of the above requirements have not been fulfilled.

Final payment will be made after the Work called for hereunder has been completed by Subcontractor to the complete satisfaction of Owner and General Contractor, provided General Contractor has received from Owner written approval together with Final and Full payment for the entire Project. Request for final payment is further subject to General Contractor's prior receipt from Subcontractor of all close-out documents: "As-Built" Drawings, written guarantees, warranties, certificates, and bonds relating thereto, final waivers of lien, complete release and affidavit certifying to Subcontractor's payment in full for all items, and all in strict accordance with this entire Agreement, such items being required concurrently with subcontractor request for payment of 90% of current subcontract sum. Notwithstanding anything to the contrary, including the terms and conditions of the Prime Contract, final payment to General Contractor by Owner for the Project shall be an absolute condition precedent to payment to Subcontractor by either the General Contractor or its Surety.

No progress payment made by General Contractor to Subcontractor shall be construed as a waiver of the right of General Contractor to require the fulfillment of all terms of subcontract and/or the Contract Documents. No artificate given nor payment made, under this contract shall constitute any evidence of performance except the final certificate or final payment shall be construed to be an acceptance of defective or non-conforming Workshall be construed to be an acceptance of defective or non-conforming Workshall be construed to be an acceptance of defective or non-conforming Workshall be construed to be an acceptance of defective or non-conforming Workshall be construed to be an acceptance of defective or non-conforming Workshall be construed to be an acceptance of defective or non-conforming Workshall be construed to be an acceptance of defective or non-conforming workshall be construed to be an acceptance of defective or non-conforming workshall be construed to be an acceptance of defective or non-conforming workshall be construed to be an acceptance of defective or non-conforming workshall be construed to be an acceptance of defective or non-conforming workshall be construed to be an acceptance of defective or non-conforming workshall be construed to be an acceptance of defective or non-conforming workshall be constructed to be an acceptance of defective or non-conforming workshall be constructed to be an acceptance of defective or non-conforming workshall be constructed to be an acceptance of defective or non-conforming workshall be constructed to be an acceptance of defective or non-conforming workshall be constructed to be an acceptance of defective or non-conforming workshall be constructed to be an acceptance of defective or non-conforming workshall be constructed to be an acceptance of defective or non-conforming workshall be constructed to be an acceptance of defective or non-conforming workshall be constructed to be a constructed to be an acceptance of defective or non-conforming workshall be constr

Unless the requirement for Performance and Payment Bonds is expressly waived here. all work performed by Subcontractor prior to delivery of acceptable bonds to Contractor shall be at the sole risk of Subcontractor. General Solution and the sole risk of Subcontractor shall have no obligation to make any payment to Subcontractor unless and until acceptable bonds are delivered. Any payment made by General Contractor prior to delivery of the bonds shall be at sole discretion of General Contractor armshall at constitute waiver of requirements for bonds.

At the sole discretion of the General Contractor, advance payment(s) to the full a solut of the Subcontract may be made if they are deemed proper to aid Subcontractor in the performance hereof, an such payment(s) shall not reduce or adversely affect bond coverage.

General Contractor may retain out of this subcontract, or any er su intract, any payment due or to become due, amounts sufficient to fully indemnify General Contractor and, or, the Owner a en, claim or demand asserted against the Owner, General any Contractor, General Contractor's Surety, their property or any ty related to such claim, which is chargeable to Subcontractor, or amounts General Contractor deems essential to assu ppletic acontractor's work and satisfaction of the Subcontractor's unpaid accounts. General Contractor further reserves the irect for any labor, materials, subcontracts, and other costs of the Subcontractor related in any manner to Subcontractor's ork an o charge Subcontractor for same. Subcontractor hereby expressly waives/releases any rights, claims, damages ions, against either the General Contractor or its Surety by reason of any uses of a such payments made or monies withheld or ducie herein described. If General Contractor incurs any costs in discharging or otherwise disposing of any claims of lien or oth (de nance excess of retained or expended sums, the Subcontractor shall refund the pon demand. excess amounts expended by General ntracto

SECTION 4: BONDS.

As a guarantee of faithful performance of this abcontract, Subcontractor agrees to the following:

That it will furnish, without cost to the Contractor, a Performance Bond and a Payment Bond in forms as designated by General Contractor [Exhibit B], each for the full amount of Subcontract, executed by corporate surety satisfactory to General Contractor. The surety must be acceptable to the General Contractor, and shall have and maintain a rating, per the latest published edition of BESTS KEY RATING GUIDE or successor publication, of A "10". "Cost" is defined as net invoice from Surety for direct cost of the Bonds. Payment for bonds, less applicable retainage, shall not be due until thirty days following receipt by General Contractor of written verification of authenticity of bonds. Receipt of payment from Owner is an absolute condition precedent to payment for bonds. Bonds, if issued by an out-of-state agent, will be countersigned by an agent licensed in the State in which this project is located. Failure to supply bonds shall be considered a material default by the Subcontractor. By issuance of bonds, Surety acknowledges that it is guarantor of the performance of this Subcontractor and such performance specifically includes, but is not limited to, all insurance, indemnifications, warranty(s) and/or guarantees required by this Subcontract and/or Contact Documents. Should surety fail to maintain the required rating, Subcontractor shall, upon demand by General Contractor, replace the bonds at no additional cost to the General Contractor.

SECTION 5: OBLIGATIONS AND INDEMNITIES.

To the fullest extent permitted by law, the Subcontractor, its Surety, and Insurer, jointly and severally agree that:

They will indemnify, defend, protect and hold harmless the General Contractor, the General Contractor's Surety, General Contractor's Insurer, Owner, Architect, Architect's consultants, and agents and employees of any of them against claims damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or injury to or destruction of tangible property, other than the Work itself (if covered by Builder's Risk insurance), including loss of use. This Subcontract is in connection with a public agency's project, therefore the Indemnitor shall indemnify, defend and hold harmless the General Contractor and all other parties as allowed under 725.06(2), Florida Statutes, their officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the indemnifying party and persons employed or utilized by the indemnifying party in the performance of the construction contract. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this Section. General Contractor and Subcontractor agree that the indemnification given herein shall be limited to the amount of loss suffered by the Indemnified Party or Five (5) Million Dollars per occurrence, whichever the less, which amount is stipulated by the parties to bear a reasonable commercial relationship to the Contract. This indemnification shall be deemed part of the Project Specifications and to fully comply with Section 725.06, Florida Statutes in all regards. With respect to the all of the foregoing and following indemnifications, the parties to this Agreement, including any lower-tier subcontractors, the Subcontractor's surety(s) and Subcontractor's insurer(s), acknowledge and jointly and severally agree as to the foregoing and as follows.

The duty to defend under this Section and the Subcontract is independent and separate from the duty to indemnify, and the duty to defend exists regardless of any ultimate liability of the Subcontractor or Indemnified Party. The duty to defend arises immediately upon presentation of a Claim by any party and written notice of such Claim being provided to Subcontractor. Subcontractor's obligation to indemnify and defend under this Section and Subcontract will survive the expiration of early termination of this Agreement until it is determined by final judgment that an action against the Indemnified Party or Indemn

If any word, clause or provision of the foregoing and/or following is detentined not to be compliance with Section 725.06, Florida Statutes, it shall be stricken and the remaining words, clauses and provisions shall remain in full force and effect. It is the intent of the parties that this Indemnification comply fully with Section 725.06, Florida and Irrange and I

Further, the Subcontractor, its Surety, and Insurer jointly and severally a see to cound, indemnify, and save harmless the General Contractor, its Surety, and its insurer, from and against any of the howing

- (1) Failure of Subcontractor to perform its work, or any of the overlands herein in strict accordance with this agreement, including but not limited to: the furnishing of defective material or workman with the compution of the Contractor schedule for prosecution of its work, the causing of General Contractor's failure to meetits planned considering and/or delay(s) attributable to Subcontractor.
- (2) Subcontractor's operations including but not in items in proper or inadequate licensure by the Subcontractor or lower-tier subcontractor, claims under any provisions of Federal legular, is, Worker's Compensation or Employer's Liability Acts of the State in which this contract is to be performed, a state, or laims by or on behalf of any employee or any third party claiming injury to persons or property, arising out of the actives of Subcontractor, its agent or employees.
- (3) The carelessness/negligence or env act confussion of Subcontractor, its agents, employees or sub-subcontractors including but not limited to, injuries, death, or damage to property. It is understood that Subcontractor shall be liable for any and all damage or injury caused by it or its agent, employees or sub-subcontractors, regardless of whether material was supplied or work was performed by the Subcontractor.
- (4) Transportation, materials furnished or Lefor performed by Subcontractor, it being understood that Subcontractor shall pay promptly for all labor and material used or required. Cost of labor and materials assumed by Subcontractor shall include, without restriction, the following: all contributions to employee benefits / welfare funds, and all contributions, taxes or premiums payable under any State or Federal law or which are measured upon the payroll of employees, by whomsoever employed, engaged in the performance of the work or furnishing of materials, including all sales and use taxes imposed by reason of the purchase or use of any kind of personal property in the performance hereof.
- (5) Defaults by Subcontractor hereunder including but not limited to failure to perform any duties or obligations.
- (6) Any claim of infringement of any patent by reason of anything supplied / furnished by the Subcontractor, it being understood that any action brought against General Contractor/ Owner founded upon any such claim shall be defended by, and at the sole expense of, Subcontractor. If in the opinion of General Contractor, the Subcontractor fails to defend with diligence, General Contractor at its sole discretion may undertake to defend, and all expenses and attorney's fees incurred as a result shall be charged to Subcontractor.

SECTION 5: OBLIGATIONS & INDEMNITIES - (continued)

Further, the Subcontractor, its Surety, and Insurer jointly and severally agree:

- (A) To furnish all tools, equipment, supplies, offices, storage, hoisting, and all other items necessary for the proper performance of its work, and promptly upon completion of the work to remove all its equipment and temporary installations and clean up and remove from the site all debris caused by its performance, and to pay General Contractor the costs of repairing any damage caused by Subcontractor.
- (B) Should General Contractor be served with any writ or summons or notice of lien, General Contractor shall give notice of service of such writ or notice of claim of lien to Subcontractor and shall permit Subcontractor to defend by its own counsel. Subcontractor and/or its surety, shall upon written notice from General Contractor, file/record a transfer of lien bond, or other security which effectively transfers the lien from the property. If, in the opinion of General Contractor, Subcontractor fails to defend with diligence, General Contractor at its sole discretion may undertake to defend, and all expenses and attorney's fees incurred as a result thereof shall be charged to Subcontractor.
- (C) Subcontractor shall be responsible for the care and protection of all property pertaining to its work including, but not limited to: materials, supplies, equipment, tools and all of its facilities wherever located or incorporated in the Work. This responsibility shall continue until General Contractor's/Owner's final acceptance of the Work regardless of: (1) who furnishes the storage facilities, (2) who holds title to such property, and (3) whether or not progress payments have been made. It agrees to fully restore any loss, destruction or damaged work, and to fully indemnify and save harmless General Contractor and/or Owner from and against any loss or damage due to shortages in any such property resulting from any cause, including but not limited to: theft, damage, carelessness or improper handling or any other cause which may prevent any part from being used, installed and/or accepted, the sole exception being that portion of the loss or damaged work as may be covered by a standard property insurance (Builder's Risk) policy. Nothing the rein however, shall be construed as requiring the Owner or General Contractor to carry property insurance. The Subcontractor, its Stety and Insurer waive their rights of subrogation as to any such loss as described herein.
- (D) In the manufacture, assembly, delivery, erection and installation of materials and performance of the work covered by this Subcontract, Subcontractor shall only employ labor satisfactory to General Contractor.

SECTION 6: DISPUTES.

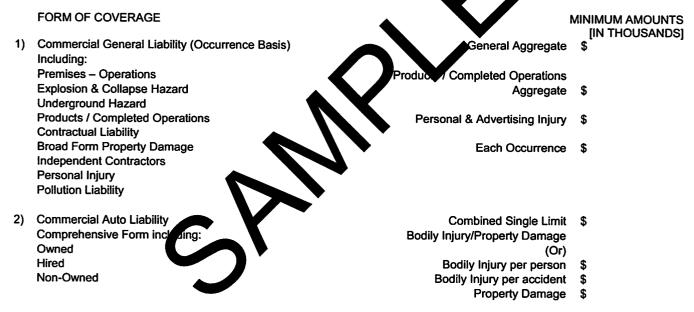
- (A) In case of dispute between General Contractor and Subconctor du to any action of Owners or involving Contract Documents. Subcontractor agrees to be bound to General Contractor to the same nt that General Contractor is bound to the Owner by the terms of the Contract Documents, and by any and all preliminary and sions or determinations made thereunder by the party, board or court authorized in the Contract Documents or by law, wheth not 3 contractor is a party to such proceedings. In such dispute Subcontractor shall comply with all provisions of the Contract D cur ots, allowing a reasonable time for General Contractor to analyze and forward to Owner any required documentation. ol Con acto nay, at its option: (1) present to Owner, in General Contractor's name or (2) authorize Subcontractor to present to Ow ral Contractor's name, Subcontractor's claims and answer Owner's claims involving Subcontractor's work, whenever General ontractor is permitted by the Contract Documents. General Contractor may invoke on behalf of Subcontractor, or allow Su ke, those provisions in the Contract Documents for determining disputes. ector to h If such dispute is prosecuted or defended by nera tractor, Subcontractor agrees to furnish all documents, statements, witnesses and other information required by General Con 90 r, and to pay and reimburse General Contractor for all costs and attorney's fees incurred. Subcontract price shall by au sted b Subcontractor's allocable share determined herein. Pending resolution of dispute, Subcontractor shall perform without interruption of elay.
- (B) With respect to any controvers, between eneral Contractor and Subcontractor not involving Owner or the Contract Documents, General Contractor shall issue a decision which shall be followed by Subcontractor, who shall proceed without interruption, deficiency in labor or material, or delay. If Subcontractor, bound to have been correct as to the controversy, Subcontractor shall be entitled to equitable adjustment in the contract price as its sole remedy. Notification of any such claim for equitable adjustment must be asserted in writing within three (3) calendar days of the occurrence, or as prescribed in the Contract Documents (whichever is less) or it shall be deemed waived. The forum for deciding all disputes between General Contractor and its surety, if any, or either of them, on the one hand, and Subcontractor and its surety, if any, or either of them, on the other hand, not involving Owner or Contract Documents, shall be the Circuit Court, Pinellas County, Florida, or other court of record in said county.

For controversies which are mixed and involve actions of Owner or Contract Documents, and matters not involving actions of the Owner or Contract Documents, Subcontractor agrees, if requested by General Contractor, to join in a consolidated proceeding in the manner provided in the Contract Documents.

SECTION 7: INSURANCE.

(A) Simultaneous with execution of this Subcontract, Subcontractor shall furnish to General Contractor valid current original certificates of insurance evidencing coverage written by insurance company(s) approved by General Contractor and with an equivalent rating of A"10" according to the latest published edition of <u>BEST"S KEY RATING GUIDE</u> or its successor publication, and licensed to perform business within the State where the work is to be performed. The certificates shall evidence coverages and limits as required by the Contract Documents and/or set forth below, whichever the greater, in the name of the Subcontractor as it appears on this Subcontract, showing Subcontractor as named insured for all policies. The Subcontractor shall keep said insurance in full force. Insurance shall be modifiable or cancelable only on written notice from said insurance company(s), mailed to the above address of General Contractor thirty (30) days in advance of said modification or cancellation. In any event, full and uninterrupted coverage shall be provided. Said insurance as herein provided shall be a joint and several obligation of Subcontractor, it's Surety, Insurer, and any sub-subcontractor(s).

It is acknowledged by execution of this Subcontract that, the provisions contained in this Section are complemental to all other sections and specifically, but not limited to, Sections 4 and 5, and are not intended to limit, reduce and/or waive other coverages and indemnifications specified elsewhere. All of the insurance policies as hereinafter provided under this Section shall name General Contractor/Owner as an additional insured thereunder and shall assume and provide for General Contractor/ Owner's defense. Defense costs are payable in addition to policy limits and shall in no way reduce the limits of liability as herein required. All policies and/or coverages shall be provided on a primary, and on an Occurrence basis. Additional limits shall be added as necessary to maintain aggregate limits required by this Subcontract. Any diminution in specified/required limits of coverage(s) due to Claim(s), settlements(s), reserves and/or judgments shall be restored without notice by the Subcontractor and without cost to General Contractor. These obligations shall survive the performance under the Subcontract, and shall provide insurance coverage and indemnification to General Contractor to whatever extent of General Contractor's liability and exposure under the law or by contract. Further, in the event subcontractor subsequently ceases operations and / or terminates insurance coverages, mall immediately prior to such action, without cost to the General Contractor, or notice or interruption of coverage, provide a Discontigu d Operations Policy, acceptable to the General Contractor, for the benefit of the General Contractor. Coverage shall be to the full me etary liv is and requirements contained within the Contract Documents, and this Agreement. Failure to provide said insurance shall be a material breach of this Agreement.



3) FLORIDA Workers Compensation: Statutory limits and/or Contract Documents, whichever the greater. <u>Exemptions or Leased Policies will not be accepted in lieu of a policy in the exact name of the Subcontractor</u>. Coverage must be provided for <u>all</u> exposures associated with the scope of work under this Subcontract, including but not limited to: exposure from lower tiers, Longshoremen/Harborworkers, Jones Act, etc.

4) Professional Liability for: _____ Per Occurrence \$
Note: Certificate for this policy must specifically show coverage for any exposures under your scope of work.

5) Property Insurance – Special Form Installation Floater in appropriate amounts to cover any damage to the work under this subcontract. Coverage to be maintained until final acceptance of the Project.

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SECTION 7: INSURANCE - (continued)

Failure to deliver such policies or certificates to General Contractor within 48 hours after demand shall constitute a material default by Subcontractor in the performance of its obligations in this Agreement. In addition to such other remedies available to General Contractor as a result of such default, General Contractor may, at its option, obtain such insurance on behalf of Subcontractor, in which event, Subcontractor shall repay General Contractor on demand all costs, or General Contractor may deduct costs incurred in providing such insurance from any monies coming due to Subcontractor under this or any other subcontract.

(B) In the event General Contractor or owner provides Builders Risk Insurance/Property Damage Policy, Subcontractor shall, at a minimum, be responsible for all deductibles and waives subrogation in the event of any insurance claim.

SECTION 8: COMMENCEMENT - SEQUENCE - COORDINATION OF WORK - EXPEDITING.

Subcontractor shall, subject to review and further direction of General Contractor:

- (A) Immediately prepare for performance of the Work.
- (B) Commence work as soon as the progress of each portion of the project will permit and, in any event, proceed on any specific portions of the Work within 48 hours after notice from General Contractor.
- (C) Provide sufficient quantity of materials, supervision, efficient workers and equipment to diligently perform and carry on such portions of the Work in such locations, sequence, manner and time as General Contractor may direct.
- (D) Submit detailed written request to General Contractor within thirty (30) days from the date of this subcontract, for all such items of information as may be necessary to fit and coordinate Subcontractor's work with all other items of the Work and, shall then furnish to General Contractor such details and written information related to Subcontractor's work as is needed for the proper coordination of its work with that of other trades. Upon request of the General Contractor, Subcontractor shall provide a management representative to attend project meeting(s). Such representative shall be of sufficient authority which the Subcontractor to commitments as to time and to any matter relating to performance. No extension of time may be allowed Subcontractor to details or other information unless a request for such details or other information has been made in writing to be performed to subcontractor and said extension has been approved by General Contractor and Owner.

General Contractor may, for any cause, postpone or extend time for perfermant of the Work covered by this subcontract or any portion thereof, and no such postponement or extension shall alter the rights and no pedits of the parties hereunder, nor in any way prejudice or impair the security of General Contractor under any bond given in arsuance of the parties hereof, nor relieve Subcontractor from his obligation to complete the work in full compliance with the tens of this agreement and such authorized time extensions. General Contractor will not be liable to Subcontractor for any damage for details.

If sufficient quantity of materials and workers herein required a land furnit sed promptly, thereby causing or threatening to cause delay in progress of the Work, General Contractor shall have the right to investigate cause and expedite such deliveries of materials / workers, and all resulting expenses incurred shall be paid by several Contractor.

SECTION 9: SUBLETTING AND ASSIGNMENTS.

All payments to the Subcontractor are made or the b refit of unpaid laborers, lower-tier subcontractors and material suppliers. and Subcontractor shall not sublet or assign all ubcontract, or any money due or to become due without the prior written consent of General Contractor. In the event of a osed assignment via a merger, sale or other such acquisition of this Subcontractor; the assignee at the instance of sug event, and thout notice from General Contractor, shall be deemed to have assumed joint and Polet several liability with regard to the il and ce performance of the work and all indemnifications and obligations as provided for in the the Subcontract Agreement and b निध Dozuments.

SECTION 10: INSPECTION AND APPROVA - CORRECTIONS.

The work herein described shall be subject at all times to the inspection and approval of General Contractor/Owner, to whom it shall be made entirely satisfactory, and Subcontractor shall provide sufficient, safe and proper facilities at all times for such inspection of work.

Within 24 hours after receiving written notice from General Contractor, Subcontractor shall, at its own expense and without injury to the surrounding work, proceed to remove and correctly replace all portions of its work which either General Contractor or Owner condemns as failing to conform to the Contract Documents, such items of Work to include proprietary items, and shall reimburse General Contractor for any resulting loss or damage suffered by it. If Subcontractor fails to correct the defective work, General Contractor or Owner may remedy it at Subcontractor's expense and deduct from any amount then due or to become due Subcontractor. If such amount shall be insufficient or, if no amount shall be due Subcontractor, then Subcontractor shall pay all additional costs to General Contractor.

If, in the opinion of General Contractor or Owner, it is not expedient to correct this work, General Contractor may assess and deduct from any amount then due or to become due Subcontractor. If such amounts are insufficient, Subcontractor agrees to pay the difference in value, as determined by General Contractor/Owner, between the work as performed and work as required by the Contract Documents.

SECTION 11: DEFAULT - TERMINATION - RIGHT TO PROCEED - DELAYS - EXTENSIONS OF TIME.

Should Subcontractor at any time: (a) fail to supply the labor, materials, equipment, supervision and other things required of it in sufficient quantities and of sufficient quality to perform the Work with the skill, conformity, promptness and diligence required hereunder, (b) cause stoppage, delay of or interference with the construction of the Project, (c) file or have filed against it a petition for bankruptcy, make a general assignment for the benefit of its creditors, become insolvent or have a receiver appointed on account of its insolvency, or (d) fail in the performance or observance of any of the covenants, conditions, or other terms of this Subcontract (all such covenants, conditions, and terms being deemed material), then in any such event, each of which shall constitute a default hereunder by Subcontractor, General Contractor shall, after giving Subcontractor written notice of default, mailed, delivered or faxed to Subcontractor, and allowing Subcontractor 48 hours within which to cure such default after the receipt of such notice, have the right to exercise any one or more of the following remedies:

- (i) require the Subcontractor to utilize, at its own expense, overtime labor (including Saturday and Sunday work) and additional shifts as necessary to overcome any consequences of any delay attributable to Subcontractor's default;
- (ii) remedy the default by whatever means General Contractor may deem necessary or appropriate, including, but not limited to, correcting, furnishing, performing or otherwise completing the work, or any part thereof by itself or through others (utilizing where appropriate any materials and equipment previously purchased for that purpose by Subcontractor) and deducting the cost thereof (plus an allowance for administrative burden equal to 15% of such costs) from any monies due or to become due to Subcontractor hereunder;
- (iii) terminate this Subcontract, without thereby waiving or releasing any rights or remedies against Subcontractor or its Surety(s), and by itself or through others take possession of the Work, and all materials, equipment, facilities, plant, tools, scaffolds and appliances of Subcontractor relating to the Work, for the purposes of completing the Work and securing to General Contractor the payment of its costs (plus an allowance for administrative burden equal to 15% of such costs) and other d nages ander the Subcontract and for the breach the as thereof. It being intended that General Contractor shall, for the stated purposes, b gnee of and have security interest to, the property described above to the extent located on the Project site. General Contractor any tipe file this Subcontract as a financing statement under applicable law and recover from Subcontractor all losses, damages, pe d fines, whether actual or liquidated, lties_ direct or consequential, and all reasonable attorneys fees suffered or incored by General intractor by reason of or as a result of. Subcontractor's default. General Contractor shall also recover from Subcontractors for interest at the rate of one and one-half percent (11/2%) per month on any amounts due General Contractor by reason of or a ult Subcor actor's default. After completion of the Work and acceptance by the Architect-Engineer and Owner and payme there by General Contractor shall, subject to all other conditions precedent to payment being fulfilled, promptly pay bcontra or any remaining balance of the Subcontract Price after deducting all costs and expenses of completing the Work as enumer ove, should any portion of the Subcontract Price be remaining.

The foregoing remedies shall be considered separate and curry take are shall be in addition to every other remedy given hereunder or under the Contract Documents, or now or hereafter existing at the six of proceed the another such remedy.

The election by General Contractor of one remedy for default hereunder shall not preclude a subsequent entire to proceed the another such remedy.

Should Subcontractor be obstructed or delayed in the pros ution a completion of the work as a result of unforeseeable cause(s) beyond the control of Subcontractor, and not due to it er negle including but not restricted to acts of God or of the public enemy, acts of the government, fires, floods, epidemics, qua lations, strikes or lockouts, Subcontractor shall notify General Contractor in ntine writing, within 24 hours after the commenceme such welay, stating the cause or causes. General Contractor may transmit to the Owner or Owner's Representative extension of time stating the cause of the delay asserted by Subcontractor, and uest fo Subcontractor may become entitle to such exten ons of time for completing the Work as Owner or Owner's Representative may grant because of such unforeseeable c n being final. In no event shall subcontractor be entitled to damages for delay.

If General Contractor is obstructed or prevent a from performing any work on the project, or considers it inadvisable to receive materials, then Subcontractor shall, upon notification or General Contractor, cease deliveries to and performance of any work hereunder until such time as, in the opinion of General Contractor, the conditions are such that it is advisable to resume performance. Subcontractor shall immediately resume delivery of materials and performance of this work as required by written notification to it by General Contractor. No interruption, cessation, postponement, or delay in the commencement of the Work or in the progress thereof from any cause whatsoever, including, but not limited to, any of the above, or to disputes, shall relieve the Subcontractor of the duty to perform, nor give rise to any right to damages or additional compensation from General Contractor. Subcontractor shall diligently proceed with the Work as directed by General Contractor.

SECTION 12: TAXES.

The price stated herein includes all Federal, State or Local taxes which may be levied or assessed by reason of the furnishing of any material or performance of any service, or the ownership, use or transfer and/or transportation of any property or goods relating to, or arising out of, the Work.

SECTION 13: SHOP DRAWINGS.

Subcontractor shall submit detailed drawings as required by General Contractor for review and/or approval. Following any correction and approval by General Contractor, Architect-Engineer, Owner or Owner's Representative, prints of each drawing as required by General Contractor shall be furnished for final distribution. Subcontractor's special attention is directed to the Contract Documents in this connection, and it shall comply with all requirements with reference to the work to be performed under this subcontract. The approval of any drawing shall not relieve Subcontractor of the duty and responsibility of performance of the work in the manner necessary to produce the results intended/required by the Contract Documents.

SECTION 14: CERTIFICATES SAMPLES AND TESTING.

Subcontractor shall submit all certificates, samples and arrange for all testing of materials to be used in connection with its work as required by the Contract Documents. Unless specific arrangements are made in writing, all samples and test reports shall be submitted in triplicate to General Contractor who may promptly transmit them to Owner or Owners Representative for consideration and approval. Test reports/samples shall be submitted well in advance of the commencement of the Subcontractor's work so as not to delay the project.

SECTION 15: WARRANTY & GUARANTEES.

Prior to requesting payment equivalent to 90% of the subcontract, any portion of retainage, or upon any earlier written demand by the Construction Manager/General Contractor, the Subcontractor shall furnish, fully executed, all specific, special, and general warranties and guarantees, and certificates as required by this Subcontract and the Contract Documents. Exhibits W-1, W-2, W-3, and W-4 are made part of this Subcontract. All warranties and guarantees must be satisfactory to the Construction Manager / General Contractor, and Owner. Subcontractor shall ensure that the warranty / guarantee provisions required perein are fully fulfilled by any / all lower-tier subcontractor, vendor, supplier, and manufacturer. Notwithstanding the submittal of the evarranties / guarantees, the Subcontractor, its insurer, and its surety shall remain totally responsible to provide all warranties / guarantees and shall be considered guarantors as to the performance of same.

All warranties / guarantees shall specifically require compliance with all applicable by ding odes and other such ordinances / governmental requirements, as well as be fit for the purposes intended by the Contract Documents and the Subcontract Agreement.

Subcontractor expressly agrees that all lower-tier warranties / guarant II in enefit of the Construction Manager / General to the Contractor and Owner in addition to the Subcontractor. The Const ction N neral Contractor and Owner shall be additional nagei beneficiaries of all such warranties and guarantees. Subcontract shall st date and incorporate all provisions of this Subcontract into all / any lower-tier agreements, including all purchases orders greements, and subcontracts. Notwithstanding the fact that, purc the Construction Manager / General Contractor and Owner al eneficiaries to the express warranties and guarantees provided med them, in the event the manufacturer's warranty / guarantee do in ev respect meet the requirements of the Subcontract and / or ally responsible for any and all warranty / guarantee deficiencies Contract Documents, the Subcontractor and its surety-shall ren or limitations therein, regardless of the exclusions and ovisions of the express warranty and guaranty provided by the xculp. torv manufacturer or the vendor.

References in this Subcontract Agreement, of the Contract Occuments, to a proprietary, brand name, or trademarked product shall not be construed to create a so-called 'proprietary' in Figure 1. Section, nor shall such reference or incorporation be construed to curtail, diminish, limit, or void any performance or warra by guarantee obligation of the Subcontractor, lower-tier subcontractor, manufacturer and / or supplier to the Owner, Contractor Manuer / General Contractor.

Subcontractor shall promptly perfect that work a let for by said guarantees and warranty(s) at no expense to the Construction Manager / General Contractor or Owner. Any rall such varranty / guarantee shall survive the performance of the Work under this subcontract and shall remain a joint and several obligation of the Subcontractor, its Surety and Insurer. Upon request of the Construction Manager / General Contractor, the Subcontractor shall furnish, without additional cost, and in a form acceptable to the Construction Manager / General Contractor, a warranty / guaranty / maintenance bond covering its Work.

SECTION 16: OVERTIME.

Upon written order from General Contractor, Subcontractor shall work overtime to the extent deemed necessary by General Contractor to expedite the Work and to comply with all requirements relating to sequence, time of performance and date of final completion of the Work.

- (A) Where Subcontractor is not in default under any of the provisions hereof, General Contractor will reimburse Subcontractor for only the premium actually paid by Subcontractor on productive labor during such overtime, plus workers compensation insurance and State and Federal taxes, based upon such premium. Such premium shall be computed as the difference between the established wage rate(s) for straight time and for overtime.
- (B) If, however, in the sole opinion of General Contractor, Subcontractor is a contributing cause to any delay experienced, or behind schedule, or otherwise in default hereunder, then the resulting costs and expenses incurred shall be borne entirely by Subcontractor.

SECTION 17: COMPLIANCE WITH LAWS AND REGULATIONS - LICENSES - REGISTRATIONS - PERMITS - CODES.

All work performed, services, labor, goods, equipment and materials furnished and/or installed under this subcontract shall comply fully and in every respect with all Federal, State, and local laws, rules, ordinances, regulations, etc. Subcontractor shall be duly licensed as required by state statute and/or local jurisdictions having authority over the project. All lower-tier agreements shall require similar conformance to the forgoing including, but not limited to, licensure requirements. If any permit, license, registration, connection fees, etc., in addition to general permit, are required, the Subcontractor at its own cost and expense shall furnish these. Subcontractor, and its sub-subcontractors, shall fully and strictly comply with OSHA regulations and shall provide and maintain a fully operational and approved ground fault interrupter(s) for all electric distribution devices and power tools provided/ utilized on the project.

It is hereby affirmed by signature affixed that, Subcontractor is not now in a state of non-compliance as defined by the Department of Labor. It is further agreed that Executive Order 11246 is incorporated herein by reference and in the event that such a finding or determination of non-compliance is reached regarding the non-discrimination clauses of the Contract Documents, or with any of the Rules, Regulations or Orders pursuant with the enforcement of Executive Order 11246 as amended, this subcontract may be canceled, terminated, suspended in whole or part at the discretion of General Contractor.

If Subcontractor is a certified MBE Contractor pursuant to Federal, state and/or local jurisdiction certification either at the time this subcontract is issued or subsequent thereto, Subcontractor shall, throughout the performance of this subcontract and through final payment, remain as such duly certified MBE Contractor. Such "certification" shall be maintained with the appropriate Federal, state, or local jurisdiction.

SECTION 18: AFFIDAVIT OF PAYMENT - WAIVERS OF LIEN - RELEASES.

Subcontractor, prior to requesting final payment, shall furnish to General Contractor. Consent of Surety for Final Payment, and an affidavit/release certifying Subcontractor's payment in full for all items relating to this Succontract In addition, Subcontractor shall provide a good and sufficient written waiver/release of lien from all entities that furnished laborator materials, all in a form designated by the General Contractor.

SECTION 19: TIME IS OF THE ESSENCE.

Time is of the essence of this agreement. In addition, if Subcontract estation in Subcontract date, this contract may be canceled at the sole of the Subcontract date, this contract may be canceled at the sole of the Subcontract date, this contract may be canceled at the sole of the Subcontract date, this contract may be canceled at the sole of the Subcontract date, this contract may be canceled at the sole of the Subcontract date, this contract may be canceled at the sole of the Subcontract date, this contract may be canceled at the sole of the Subcontract date, this contract may be canceled at the sole of the Subcontract date, this contract may be canceled at the sole of the Subcontract date, the subcontract date at the subcontract date, the subcontract date, the subcontract date at the subcontract date, the subcontract date at the subcontract date.

SECTION 20: TERMINATION FOR CONVENIENCE.

This Subcontract may be terminated anytime at the convenient of the operal Contractor. Notice of such termination shall be in writing. In the event of such termination, and subject to all terms and on tions ontained herein, Subcontractor shall be entitled to payment only for Work performed on site pro-rata to this subcontract, and in a case to profit on unperformed Work subsequent to issuance of notice of termination by General Contractor.

SECTION 21: SEVERABILITY - HEADINGS - GOVERNING LA

In the event that any of the covenants, agreed and covisions contained in this Subcontract Agreement shall be held invalid, illegal or unenforceable in any respect, the valid ty of the calling covenants, agreements, terms or provisions contained herein in no way shall be affected. Paragraph headings are in any envenience only and shall not be used to construe or interpret this Agreement. This Agreement shall be governed by the laws of Floric.

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Job#

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed in duplicate all on the day and year first above written.

WITNESS	SUBCONTRACTOR:
BY:	BY:
	(PRINT)
	(TITLE) & (SEAL)
	LICENSE NO.
	•
[BCC PM to Initial:]	GENERALCONTRACTOR
	BY AUTHORIZED REPRESENTATIVE
	7,

Exhibit "B" PAYMENT BOND (SUBCONTRACT)

KNOW ALL MEN BY THESE PRESENTS THAT
(hereinafter called the "Principal") and
(SURETY/CO-SURETY)
a Corporation(s) organized and existing under the laws of the State of
(hereafter called the Surety) AND,
(hereafter called the Surety) AND,(SURETY/CO-SURETY)
a Corporation(s) organized and existing under the laws of the State of (hereinafter called the Surety), as Surety(s) are held and firmly bound unto Biltmore Construction Co., Inc.
(hereinafter called the Surety), as Surety(s) are held and firmly bound unto Biltmore Construction Co., Inc.
(hereinafter called the "OBLIGEE"), in the sum of
(hereinafter called the "OBLIGEE"), in the sum of
truly made, the said Principal and Surety(s) bind themselves, and their respective heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents. WHEREAS, the OBLIGEE has been awarded a contract, (hereafter called the "Prime Contract") by:
(OWNER)
for and:
(PROJECT)
WHEREAS, the Principal has entered into a written Subcontract with the OBLIGEE, dated to perform, as Subcontractor, certain portions of the Work in connection with said Prime Contract, consisting of (SCOPE)
(000.2)

which Subcontract is hereby referred to and made a part hereof.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH THAT, if the Principal shall promptly make payment to all persons, including the Obligee, supplying labor, materials, services and equipment in the prosecution of the work provided for in said Subcontract, and any and all modifications of said Subcontract that may hereinafter be made, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

The said Surety(s) agree that no change, extension of time, alteration, addition, omission, or other modification of the terms of either the said Subcontract or the Prime Contract, or both, or in the work to be performed, or in the Contract Documents, shall in any way affect its obligations under this Bond, and it does hereby waive notice of any changes, extensions of time, alterations, additions, omissions, and other modifications, and that such waiver of notice shall extend to, include, and constitute automatic increases in the penal sum of the bond upon execution of any subcontract change orders.

The said Principal and the said Surety(s) agree that this Bond shall inure to the benefit of all persons supplying labor, materials, services, and equipment in the prosecution of the Work provided for in said Subcontract, as well as to the OBLIGEE, and that such persons may maintain independent action upon this bond in their own names.

each corporate pursuant to auth	party being hereto affixed and the cority of its governing body.	ese presents duly execu	l, the name and corporate seal of ted by its undersigned representative,
PRINCIPAL:			
BY:	Signature and Title	Witness/A	Attest:
	Signature and Title		
ADDRESS:		SE	AL:
	į	SURETY (S)	
SURETY:		SURETY:	
BY:		BY:	
	Signature and Title		Signature and Title
ADDRESS		ADDRESS:	
OF AGENT:			
WITNESS/		WITNESS/	
ATTEST:			
	(SEAL)		(SEAL)
	(ATTACH PC	OWER(S) OF ATTORNE	TY)

2/2006 bcc payExB

SC#____

Exhibit "B" PERFORMANCE BOND (SUBCONTRACT)

KNOW ALL MEN BY THESE PRESENTS, THAT
(SURETY/CO-SURETY)
a Corporation(s) organized and existing under the laws of the State of
(SURETY/CO-SURETY)
a Corporation(s) organized and existing under the laws of the State of
(hereinafter called the Surety), as Surety(s), are held and firmly bound unto Biltmore Construction Co., Inc.(hereinafter called the "OBLIGEE"), in the sum of
Dollars (\$), for the payment of which sum well and
truly made, the said Principal and Surety(s) bind themselves, and their respective heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.
WHEREAS, the OBLIGEE has been awarded a contract, (hereinafter called the "Prime Contract" by:
(OWNER)
for
(PROJECT)
WHEREAS, the Principal has entered into a written Subcontract with the OBLIGEE, dated
to perform, as Subcontractor, certain portions of the Work in connection with said Prime Contract, consisting of
(SCOPE)
which Subcontract is hereby referred to and made a part hereof.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the above bounden Principal shall well, truly and timely perform all the undertakings, covenants, terms, conditions, and agreements of said Subcontract within the time provided therein and any extensions thereof that may be granted by the OBLIGEE, and during the life of any guaranty and / or warranty required under said Subcontract and / or Contract Documents, and shall also well and truly perform all the undertakings, covenants, terms, conditions and agreements of any and all duly authorized modifications of said Subcontract that may hereafter be made, and shall indemnify and save harmless said OBLIGEE of and from any and all losses, damages, and expenses, including costs and attorney's fees, which the said OBLIGEE may sustain by reason of failure of the Principal to do so, then this obligation shall be null and void, otherwise it shall remain in full force and effect.

The said Surety(s) agree that no change, extension of time, alteration, addition, omission, or other modification of the terms of either the said Subcontract or the Prime Contract, or both, or in the work to be performed, or in the Contract Documents, shall in any way affect its obligations under this Bond, and it does hereby waive notice of any changes, extensions of time, alterations, additions, omissions, and other modifications, and that such waiver of notice shall extend to, include, and constitute automatic increases in the penal sum of the bond upon execution of any subcontract change orders.

SC#___

IN WITNESS WI this	HEREOF, the above bounden day of	parties have executed this instrument un-	der their several seals
corporate party b	being hereto affixed and these rity of its governing body.	e presents duly executed by its unders	igned representative,
PRINCIPAL:			
BY:		Witness/Attest:	
	Signature and Title		
ADDRESS:		SEAL:	
		SUDETV (S)	
		SURETY (S)	
URETY:		SURETY:	
SY:		BY:	
	Signature and Title	BY: Signature	and Title
DDRESS _		ADDRESS:	
F AGENT: _		OF AGENT	
VITNESS/ _		WITNESS/	
ATTEST:		ATTEST:	
	(SEAL)		(SEAL)
	(ATTACH PO	OWER(S) OF ATTORNEY)	
	·	•	
/2006 bcc perfExB			
SC#			

ODP JOB -- SUBCONTRACTS

All subcontracts done for an ODP job must have the following Provision:

SPECIAL PROVISION GOVERNING OWNER PURCHASED-SUBCONTRACTOR INSTALLED ITEMS:

From time to time, the Owner, at its sole discretion, may elect to make direct purchases of tangible property in an effort to save the costs associated with Florida Sales and / or Use taxes. This Subcontractor shall strictly follow all of the Owner's guidelines and procedures under the Owner's Direct Purchase Policy / Program. Subcontractor shall also strictly adhere to the requirements of the Florida Administrative Code (F.A.C.) as stipulated in the latest Rule12A-1.094, F.A.C for Public Works Contracts. Subcontractor shall incorporate these special provisions into each lower-tier subcontract or purchase order, and shall further ensure that each and every Owner Direct Purchase Order is accompanied by a valid Consumer's Certificate of Entitlement as specified in F.A.C. Rule 12A-1.094.

In further consideration of the award of this Subcontract, this Subcontractor accepts full responsibility and liability for properly completing all Work, including, but not limited to, the coordination, performance, warranties, guarantees, and the conformance of the Owner Purchased – Subcontractor installed items with the Contract Documents and this Subcontract. Subcontractor shall be responsible for all the requirements of the prime contract, including, but not limited to, the performance, quantity, and quality of items so purchased to the same extent as if it had directly purchased them.

ODP Public 4-23-12

The above Provision can be cut and pasted from this document (see footer for location of above ODP language). Please paste it in the area underneath the Standard/Specific Scope of Work –

SEE ATTACHED EXHIBIT "ST" – Standard Scope of Work SEE ATTACHED EXHIBIT "SP" – Specific Scope of Work

(Paste Here)

SUBCONTRACTOR FULL GUARANTEE & WARRANTY

PROJECT:				
SC#				

The Subcontractor hereby warrants and guarantees to Biltmore Construction Co., Inc., and to the Owner and Owner's agents that all of its work, inclusive of workmanship, equipment and materials are fully warranted and guaranteed. Subcontractor shall make good, without cost to the Owner, Owner's agents, and Biltmore Construction Co., Inc., any and all defects or imperfect workmanship that may appear within a period of not less than one (1) year from the date of Substantial Completion of the project as defined by the Contract Documents. Notwithstanding the foregoing, it is understood and agreed that should the Contract Documents stipulate or require a longer period of warranty/guarantee, the Contract Documents shall take precedence as to such term and duration. This express warranty/guarantee shall not eliminate any responsibility or liability under Florida Statutes or case law of Florida or act as an exclusion of any implied warranties. Subcontractor further agrees to pay for all damages resulting from or arising out of defects in its work and for any and all expenses necessary to remove, replace, repair, in a satisfactory manner, any other work or property which may be damaged or disturbed. Subcontractor, in addition to the foregoing, shall be responsible for all costs incurred by Biltmore Construction Co., Inc., the Owner and Owner's agents, associated with the coordination, administration, and supervision of any repairs and warranty/guarantee work.

CERTIFIED BY

Date	
For:	
	[Name of Subcontractor]
By:	
	[Signature]
	[Printed Name]
Title:	
State of	County of day of
Subscribed	and sworn before me this day of
Notary Pub	lic:
Seal:	

SUBCONTRACTOR & MANUFACTURER FULL GUARANTEE / WARRANTY

PROJECT:	
SC#	

The Subcontractor and Manufacturer hereby, jointly and severally, warrant and guarantee to Biltmore Construction Co., Inc., the Owner, and the Owner's agents, that all of its work, inclusive of workmanship, equipment, and materials are fully warranted and guaranteed. Subcontractor and Manufacturer shall make good, without cost to the Owner, Owner's agents, and Biltmore Construction Co., Inc., any and all defects or imperfect workmanship that may appear within a period of not less than one (1) year from the date of Substantial Completion of the project, as defined by the Contract Documents. Notwithstanding the foregoing, it is understood and agreed that should the Contract Documents stipulate or require a longer period of warranty/guarantee, the Contract Documents shall take precedence as to such term and duration. This express warranty/guarantee shall not eliminate any responsibility or liability under Florida Statutes or case law of Florida or act as an exclusion of any implied warranties. Subcontractor and Manufacturer further agree to pay for all damages resulting from or arising out of defects in its work and for any and all expenses necessary to remove, replace, repair in a satisfactory manner, any other work or property which may be damaged or disturbed. Subcontractor and Manufacturer, in addition to the foregoing, shall be responsible for all costs incurred by Biltmore Construction Co., Inc., the Owner and Owner's agents, associated with the coordination, administration, and supervision of any repairs and warranty/guarantee work.

CERTIFIED BY

Date		Date	
For:	[Name of Subcontractor]	For:	[Name of Manufacturer]
	[. anno or outcommutor]		[Name of Manufacturer]
Ву:		By:	
	[Signature]	<u></u>	[Signature]
-	[Printed Name]		[Printed Name]
Title: _		Title:	
	County ofday ofday of	State ofSubscribed and swor	County of rn before me thisday of
Notary Publ Seal:	ic:	Notary Public: Seal:	

BCC: W2 SCMW 3/19/01

LOWER-TIER SUBCONTRACTOR'S FULL GUARANTEE & WARRANTY

PROJECT:						
SC#				-		
			-		 	-

Subcontractor does hereby fully warrant and guarantee that all of its work, including all materials, equipment and/or workmanship, shall be free from any/all defects for a period not less than one (1) year from the date of Substantial Completion of the project as defined by the Contract Documents. However, it is understood and agreed that should the Contract Documents stipulate or require a longer period of warranty/guarantee, the Contract Documents shall take precedence over the term of this express guarantee and warranty. This express guarantee and warranty shall not eliminate or reduce any responsibility or liability under the Florida Statues or case law of this state, or act as an exclusion of any implied warranties. This guarantee and warranty shall further cover and compensate for any damages arising out of, or resulting from, defects and shall include all expenses of the beneficiaries and their agents as necessary to administer, coordinate, and schedule the corrective work. The beneficiaries of this warranty are Biltmore Construction Co., Inc., the Owner, Owner's agents, and the Subcontractor(s).

CERTIFIED BY:

Date		
For:		
	[Name of Subcontractor]	
By:		
	[Signature]	
	[Printed Name]	
Title:		
State of Subscribed	County ofand sworn before me thisday of	
	20	
Notary Pub	lic:	
Seal·		

BCC: W3 LTSCW 3/19/01

SUPPLIER / VENDOR & MANUFACTURER FULL WARRANTY & GUARANTEE

PROJECT:				
SC#				
PO#	 			

The Supplier/Vendor and Manufacturer hereby jointly and severally, warrant and guarantee to Biltmore Construction Co., Inc., the Owner, Owner's agents, and Subcontractor, that all materials, equipment, and workmanship are fully warranted and guaranteed. Supplier/Vendor and Manufacturer shall make good without cost to Biltmore Construction Co., Inc., the Owner, Owner's agents, and the Subcontractors, at whatever tier, any and all defects or imperfect workmanship that may appear within a period of not less than one (1) year from the date of Substantial Completion of the project as defined by the Contract Documents. Notwithstanding the foregoing, it is understood and agreed that should the Contract Documents stipulate or require a longer period of warranty/guarantee, the Contract Documents shall take precedence as to such term and duration. This express warranty/guarantee shall not eliminate any responsibility or liability under Florida Statutes or case law of Florida or act as an exclusion of any implied warranties. Supplier/Vendor and Manufacturer further agree to pay for all damages resulting from or arising out of defects in its work and for any and all expenses (including administration, coordination and inspections) necessary to remove, replace, repair in a satisfactory manner, any other work or property, which may be damaged or disturbed.

CERTIFIED By:

Date _		Date	
For: _	[Name of Subcontractor]	For:	[Name of Manufacturer]
Ву: _	[Signature]	Ву:	[Signature]
_	[Printed Name]		[Printed Name]
Title: _		Title:	
State of Subscribed a	County ofday of	State ofSubscribed and sworn	_ County ofday of
Notary Public Seal:	c:	Notary Public: Seal:	

BCC W4 SVMW 3/19/01

TO:



1055 Ponce de Leon Blvd, Belleair, FL 33756 Phone (727) 585-2084 Fax (727) 585-2088

Date:

FROM:

(name/address of sub)

Affidavit of Drug-Free Workplace Program Compliance

Florida Statute 440.102(15)(15)STATE CONSTRUCTION CONTRACTS.--Each construction contractor regulated under part I of chapter 489, and each electrical contractor and alarm system contractor regulated under part II of chapter 489, who contracts to perform construction work under a state contract for educational facilities governed by ²chapter 1013, for public property or publicly owned buildings governed by chapter 255, or for state correctional facilities governed by chapter 944 shall implement a drug-free workplace program under this section.

You are required to maintain a Drug-Free Workplace Program pursuant to Florida Statute 440.102, 440.102 (15) as amended October 1, 2002, and by the terms of your subcontract(s). Please execute the form below and return to our office immediately (note: must be executed by an officer and notarized).

THEREFORE,		
Print Name of Offier/Partner	of	Name of Business Entity
		implemented and does maintain a Drug- Free
Workplace Program in full complianc	e with the provisions of F	lorida Statute 440.102. I further certify that
this program will continue to be maint	ained throughout any per	formance of any contract for work pursuant
to FS 440.102(15).		(C1)
		(Seal)
Signed	Title:	Date
SWORN TO AND SUBSCRIBED before	me byas identification.	who is personally known to me or and who did take an oath this day of
produced, 20	Signature of Notary	Stamp:
Bcc 01 03		

ATTACHMENT 3 GENERAL AND SUPPLEMENTARY CONDITIONS EXECUTED PRE-CONSTRUCTION SERVICES AGREEMENT



CITY OF DORAL RECORD (MASTER) COPY TRANSMITTAL FORM

OFFICE OF THE CITY CLERK

Transmittal From: Parks & Recreation	
Department Delivered by: Ashley Barcena Name	City Clerk's Date Stamp 01-21-15P12:58 RCVD
Date of Transmittal: January 21, 2015	
The following record (master) copy is being transmitted to the Of	fice of the City Clerk:
Contract Ve	ehicle Title
Agreement Sr	pecial Magistrate Order
Lease Ot	ther:
Deed	
Bond Documentation	
Is this record (master) copy to be recorded with the County Clerk	
Is this contract/ agreement:	Non Capital Improvement Parks
Description of Record Copy: Agreement for Construction	Management At-Risk Services
for NW 114th Avenue Park.	signed s
Approved by Council: Yes No Council Meeting date	te: Dec. 10 2014 Ru on
Office of the City Clerk Administrativ	ve Use Only
Received by: <u>Larine</u> (a 12-sw)	Ye Use Only
_	
Reviewed for completion by Connie DIGZ	
Reviewed for completion by <u>Conve Diaz</u> Returned to originating Department for the following corrections	on:(Date)
	on: NA (Date)
Returned to originating Department for the following corrections Digital archive:(Date) Hard copy arch	ive: 1/2/1/5 (Date)
Returned to originating Department for the following corrections	ive: 1/2/1/5 (Date)
Returned to originating Department for the following corrections Digital archive:(Date) Hard copy arch	ive: 1/2/1/5 (Date)

AGREEMENT FOR CONSTRUCTION MANAGEMENT AT-RISK SERVICES FOR NW 114th AVENUE PARK

THIS AGREEMENT FOR CONSTRUCTION MANAGEMENT AT-RISK SERVICES (the "Agreement"), made and entered into this ______ day of _______, 2015, by and between the CITY OF DORAL, a Florida municipal corporation whose address is 8401 NW 53 Terrace, Doral, FL. 33166 (the "City"), and Biltmore Constructions Co., Inc., a Florida corporation whose address is 1055 Ponce de Leon Boulevard, Belleair, FL. 33756(the "Construction Manager" or "CM"). The City and the CM may be referred to individually as a "Party" or collectively the "Parties."

RECITALS

WHEREAS, the City intends to build a new recreation facility known, NW 114th Avenue Park (the "Project") and issued Request for Proposal For Construction Manager At-Risk to Provide Preconstruction & Construction Services via a Guaranteed Maximum Price Amendment for the NW 114th Avenue Park (the "RFP"), which is incorporated herein and made part hereof by this reference, so as to obtain the necessary services to accomplish the development of the Project; and

WHEREAS, CM's Proposal was deemed to be in the best interest of the City and selected and approved by the City Council; and

WHEREAS, the City desires to engage the CM, and the CM desires to be engaged by the City, to provide preconstruction and, upon acceptance of a guaranteed maximum price, construction services for the construction of the Project pursuant to the terms of this Agreement and the RFP.

AGREEMENT

NOW THEREFORE, in consideration of the foregoing recitals, which are incorporated herein and made a part hereof by this reference, the covenants and conditions herein contained, and other good and valuable consideration, the sufficiency of which is hereby acknowledged by the Parties, City and CM agree as follows:

ARTICLE I DEFINITIONS

The following terms shall have the meanings specified below. Any capitalized terms referred to herein and not defined shall have the meanings set forth in the Agreement between City and Construction Manager:

- 1.1 Architect/Engineer or A/E: The "Architect/Engineer" or "A/E" shall mean that person or firm designated as the architect/engineer for the Project, or any portion thereof. Also referred to as the Consultant, this entity has entered into a separate agreement with the City for design services for the Project, said Agreement attached and incorporated as Exhibit VII hereto (also referred to as the A/E Agreement). For purposes of this Agreement, the Architect/Engineer of record for the Project is Wannemacher Jensen Architects, Inc.
- 1.2 **Bonds:** The "Bonds" shall mean the Public Construction Payment Bond and the Public Construction Performance and Guarantee Bond furnished by the Construction Manager as required by this Agreement.
- 1.3 **Bond Premium:** The term "Bond Premium" shall mean the direct cost of the premium paid for the Bond (s).
- 1.4 **Budget:** The amount established by the City for this Project. Construction Manager herein acknowledges that, prior to execution of this Agreement; it has received the City's written Budget for the Project.
- 1.5 **City or Owner:** The "City" or "Owner" shall mean the City of Doral, a Florida municipal corporation, having its principal offices at 8401 NW 53rd Terrace, Doral, Florida, 33166, and may also be referred to as the "Owner" in this Agreement. The City, as a governmental entity, is subject to the availability of funds and annual appropriation of funds by its legislative body and other governmental authorities or sources of revenue, in an amount to allow continuation of its performance under this Agreement. In the event of lack of funding for this Agreement, or the Project subject to this Agreement, this Agreement may be terminated by the City pursuant to the procedures set forth in Subsection 6.2.
- 1.6 **City Council:** "City Council" shall mean the governing and legislative body of the City. The City Council shall be the final authority to do or to approve the following actions or conduct by passage of an enabling resolution or amendment to this Agreement.
 - 1.6.1 The City Council shall be the body to consider, comment upon, or approve of any amendments or modifications to this Agreement.
 - 1.6.2 The City Council shall be the body to consider, comment upon, or approve any assignment, sale, transfer or subletting of this Agreement or any interest therein, or any subcontracts made pursuant to this Agreement. Assignment and transfer shall be defined to include sale of the majority of the stock of a corporation.

- 1.6.3 All City Council approvals and authorizations shall be expressed by passage of an appropriate enabling resolution and, as determined by the City if applicable or required, by the execution of an appropriate amendment to this Agreement.
- 1.6.4 The City Council shall approve or consider all contract amendments which exceed the sum of Fifteen Thousand Dollars and 00/100 (\$15,000.00), or such other amount as may be specified by the City of Doral Code in its Procurement Ordinance, as same may be amended from time to time.
- 1.7 City Manager: The "City Manager" shall mean the Chief Administrative Officer of the City. The City Manager shall be construed to include any duly authorized designees, including, a Program Coordinator, and shall serve as the City's representative to whom administrative requests for approval shall be made and who shall issue authorizations exclusive of those authorizations reserved to the City Council, to the CM. These authorizations shall include, without limitation: reviewing, approving, or otherwise commenting upon the schedules, plans, reports, estimates, contracts and other documents submitted to the City by the CM pursuant to the Scope of Services set forth in this Agreement, as same may be amended from time to time.
 - 1.7.1 The City Manager shall decide, in his/her professional discretion, matters arising pursuant to this Agreement, which are not otherwise expressly provided for in this Agreement, and shall attempt to render administrative decisions promptly to avoid unreasonable delay in the progress of the CM's work.
 - 1.7.2 The City Manager shall additionally be authorized, but not required, upon written request of the CM, to reallocate monies already budgeted toward payment of the CM; provided, however, that he/she cannot increase the CM's compensation or other budgets established by this Agreement.
 - 1.7.3 The City Manager, in his/her administrative discretion, may consult with the City Council concerning disputes or matters arising under this Agreement regardless of whether such matters or disputes are enumerated herein.
 - 1.7.4 The City Manager or his/her designee shall be the representative, on behalf of the City authorized to issue a Notice to Proceed.
 - 1.7.5 The City Manager may approve contract amendments which shall not exceed the sum of Fifteen Thousand Dollars and 00/100 (\$15,000.00), or such other amount as may be specified by the City of Doral Code, in its Procurement Ordinance, as same may be amended from time to time.

- 1.7.6 The City Manager may, in his sole discretion, form a committee or committees, or inquire of or consult with persons for the purpose of receiving advice and recommendations relating to the exercise of his/her powers, duties and responsibilities under this Agreement.
- 1.8 **CM Principal:** The "CM Principal" shall be the person designated by the Construction Manager as its senior representative to the City. The CM Principal shall perform those duties required in this Agreement and shall have the authority to commit and obligate the CM, and to fully act for the CM in all matters.
- 1.9 Claim: A "Claim" is a demand, assertion, dispute or other such claim by one of the parties hereto arising out of or based upon the terms and conditions of the Contract Documents.
- 1.10 Contract Amendment or Change Orders: "A Contract Amendment" "Change Order" shall mean a written order to the Construction Manager approved by the City, as specified in this Agreement, and signed by the City's duly authorized representative, authorizing a change in the Project or the method and manner of performance thereof, or an adjustment in the fees or completion dates, as applicable, and executed by the City, CM and the A/E. Contract Amendments and/or Change Orders affecting changes to the Work shall be countersigned by the CM and the A/E. Contract Amendments and/or Change Orders shall be approved by the City Council if they exceed Fifteen Thousand Dollars and 00/100 (\$15,000.00), or by the City Manager if they are Fifteen Thousand Dollars and 00/100 (\$15,000.00) or less in amount (or such other amount as may be specified by the City of Doral Code, in its Procurement Ordinance, as same may be amended from time to time). Even for Contract Amendments and/or Change Orders for less than Fifteen Thousand Dollars and 00/100 (\$15,000.00) the City Manager shall retain the right to seek and obtain concurrence of the City Council for approval of any such Contract Amendments and/or Change Orders.
- 1.11 Construction Change Directive: The term "Construction Change Directive" shall mean a written directive to effect changes to the Work, prepared by the A/E and executed by the City.
- 1.12 Construction Estimate: The term "Construction Estimate" shall mean a cost estimate for the completion of the entire Scope of Work for the Project, which estimate shall include all components of the Cost of the Work, as well as the Construction Fee for the Project. This estimate is initially established as \$15,000,000-\$18,000,000 which is the sum budgeted by the City for the construction cost for the Project. The parties acknowledge that a construction bond for the construction estimate of this project in the amount of \$18,000,000 must be provided to the City by the CM.

- 1.13 Construction Manager (CM): The firm of Biltmore Construction Co., Inc. whose principal address is, 1055 Ponce de Leon Boulevard, Belleair, FL, 33756, as selected by the City pursuant to Resolution No. 14-195, to provide services of Construction Management At-Risk for this Project. Acceptance of the GMP by the City shall result in the CM functioning from that point forward as a General Contractor under the terms and conditions of the Contract Documents, as same may be amended, which will go into effect at the time of GMP acceptance.
- 1.14. The Construction Manager shall be liable for its services, responsibilities and liabilities under this Agreement, as well as the services, responsibilities and liabilities of any subconsultants, and any other person or entity acting under the direction or control of the Construction Manager. When the term "Construction Manager" or "CM" is used in this Agreement, it shall be deemed to include any subconsultants and any other person or entity acting under the direction or control of CM. Any subconsultants retained by Construction Manager pursuant to this Agreement and the Project, must receive the prior written approval of the City.
- 1.15 Construction Manager's Fee: The term "Construction Manager's Fee" or "Fee" shall mean, for purposes of this Agreement only, the cost of time and materials expended with a not to exceed amount of \$49,280.00, representing the Fee for CM's Preconstruction Services, as contemplated herein. Notwithstanding anything to the contrary, if the GMP is not accepted by the City and the Agreement is terminated, the Construction Manager shall be entitled to receive only that portion of the Fee herein, representing all work performed to date relating to the Project.
- 1.16 Construction Phase Services: The term "Construction Phase Services" shall mean and anticipates, in a subsequent amendment to this Agreement, and further, in the event the City Council approves the GMP, the services to be performed by or through the Construction Manager during the Construction Phase of the Project, including, without limitation, the Work for the Project, and such other services as called for by this Agreement and any amendments hereto, or reasonably inferred there from.
- 1.17 Construction Schedule: The term "Construction Schedule" shall mean a critical path schedule or other construction schedule, as defined and required by the Contract Documents.
- 1.18 Construction Team: The term "Construction Team" shall mean the construction team consisting of representatives of the Construction Manager, the City, and the A/E.
- 1.19 Contingency: The term "Contingency" shall mean a line item contingency amount contained in the Schedule of Values for the Project, which contingency amount, if accepted by the City, shall be included within the GMP for the Project,

and shall accordingly be referenced in the [GMP] Amendment to this Agreement. Pursuant to said Amendment, the Contingency shall be used as a source of funds for the costs reasonably and necessarily incurred and paid by the Construction Manager, which costs shall be at rates not higher than the standard paid in the locality of the Work, as follows: (i) in connection with the proper performance of Work required hereunder which Work was unforeseeable by the Construction Manager, the A/E and the City at the time of execution of the GMP Amendment pertaining thereto, notwithstanding the Construction Manager's exercise of due diligence in connection therewith; and (ii) to the extent that any portion of the Contingency remains unallocated on the date of Final Completion and after the issuance of final payment for the Project, which remaining portion of the Contingency shall accrue to the benefit of the City. The Contingency amount, if any, shall be set forth in the GMP Amendment for the Project, on its face and within the Schedule of Values attached thereto. The Contingency amount shall be used at the discretion of the City and must be approved prior to the CM using it.

- 1.20 **Contract**: The term "Contract" means the contract formed by all of the Contract Documents, including this Agreement and any amendments hereto.
- 1.21 Contract Documents: The "Contract Documents" include Resolution No. 14-195; this Agreement, and all attachments, exhibits, and amendments thereto; the A/E Agreement, attached as Exhibit VII hereto; and such other documentation as may be listed as an attachment and/or an exhibit to this Agreement. Upon execution of the GMP Amendment, the Contract Documents shall be expanded to include, in addition to those items listed above, those documents identified by the GMP Amendment and the attachments and exhibits thereto.
- 1.22 **Contract Time:** The time period defined within this Agreement for the Construction Manager to submit the GMP.
- 1.23 Drawings: The "Drawings" shall refer to the graphic and pictorial provisions of the Work identified as the Drawings in the GMP Amendment; Change Order, or Construction Change Directive issued and executed in accordance with the Agreement, including without limitation, all notes schedule and legends on such Drawings.
- 1.24 General: Except as defined herein, or as otherwise defined in the Contract Documents, words which have well-known technical meanings or otherwise have accepted construction industry meanings are used in the Contract Documents in accordance with such well-known or accepted meanings.
- 1.25 General Contractor: The term "General Contractor" shall refer to the CM after acceptance by the City of the GMP Amendment. The CM shall be duly licensed as a General Contractor pursuant to Chapter 489, Florida Statutes.

- 1.26 Guaranteed Maximum Price: The term "Guaranteed Maximum Price" or "GMP" shall mean the sum certain set forth in the GMP Amendment as the Project price that the Construction Manager guarantees not to exceed for the Project for all services within the Agreement, as same shall be amended upon acceptance of the GMP by the City not to include the Preconstruction Services Fee.
- 1.27 **GMP Amendment:** The term "GMP Amendment" shall mean the GMP Proposal for the Project, if any, accepted by the City, in its sole discretion, in substantially the same form as attached as Exhibit "A", hereto, which Amendment shall automatically become a part hereof upon the City's and Construction Manager's execution of the same and shall establish, among other things, the GMP, the names of the Construction Manager's on site-management and supervisory personnel for the Project; and the Contract Time for the Project.
- 1.28 **GMP Proposal**: The term "GMP Proposal" shall mean a proposal for completing the Project, which proposal shall include the proposed Guaranteed Maximum Price for the construction of the Project, as provided by the Construction Manager and accepted by the City based upon the Drawings and Specifications; the Contract Documents; and the Memorandum of Changes. The City has no obligation to accept the GMP Proposal regardless of the amount or its relationship to estimates provided.
- 1.29 Laws: The term "Laws" shall include all Federal, State, County and local laws, statutes, regulations, ordinances, rules and building codes applicable to the Project, including, without limitation, orders of any public authority having jurisdiction over the Project, building, labor, safety, licensing or environmental laws and local building codes, building standards and trade practices affecting the Project, as same may be amended from time to time.
- 1.30 Memorandum of Changes: The term "Memorandum of Changes" shall mean a written summary of the Construction Manager's recommended modifications to the Drawings and Specifications relating to the Project based on an evaluation of the Project requirements; on and off-site development; survey requirements; and Project budget requirements; and a review of the design documents; and the Drawings and Specifications; and the Contract Documents.
- 1.31 Phase I (90%) Design Development Documents: The term "Phase I and Il-Design Development Documents" shall mean the Drawings and Specifications and other documents which fix and describe the size and character of the entire Project as to architectural, structural, mechanical and electrical systems, materials and such other elements, as may be appropriate, and as further defined by the A/E Agreement. CM's knowledge of and coordination with said Agreement is incorporated herein.

- 1.32 Phase II (100%): Construction Documents: The term "Phase III- Construction Documents" shall mean the Drawings and Specifications setting forth in detail the requirements of the construction of the Project, and as further defined by the A/E Agreement. CM's knowledge of and coordination with said Agreement is specifically required of the Construction Manager.
- 1.34 Preconstruction Services Fee: The term "Preconstruction Services Fee" shall mean the cost of time and materials for the services contemplated in this Agreement, not to exceed the amount of \$49,280.00, for CM's services performed during the Design Phase related to the Project, which fee includes all direct and indirect costs incurred by the Construction Manager in the proper performance of the Pre-Construction Phase Services contemplated under this Agreement.
- 1.35 **Preconstruction Phase Services**: The term "Preconstruction Phase Services" shall mean the services which the Construction Manager shall perform in reviewing the design and for the Bid and Award Phases of the Agreement, and culminate with exercise by the City of one of the City's options regarding the GMP Proposal.
- 1.36 Project: The term "Project", in its entirety shall mean that certain portion of the City construction project referenced in Resolution No. 14-195, involving the construction of NW 114th Ave Park. The final phasing of the Project will be determined by the CM, CONSULTANT and City jointly. The phasing plan agreed upon by the CONSULTANT, CM and the City may require separate GMP Amendments. The total GMP Amendments will comprise the entire Project.
- 1.37 **Schedule of Values**: The term "Schedule of Values" shall mean the schedule of values, setting forth the detailed cost breakdown, including labor, materials and taxes, of the GMP set forth in the applicable GMP Proposal, the sum of which shall not exceed the GMP.
- 1.38 **Scope of the Work**: The term "Scope of the Work" shall mean all services, labor, materials equipment, operations and construction management services that are indicated in, or reasonably inferable from the Contract Documents.
- 1.39 Specifications: The "Specifications" consist of any and all written requirements for materials, equipment, construction systems, standards and workmanship for the Work which are identified as the Specifications in the GMP Amendment, Contract Amendment(s), or Construction Change Directive(s) issued and executed in accordance with the Agreement.
- 140 Subconsultants:

- 1.40.1 A "Subconsultant" is a person or entity which has a direct contract with the Construction Manager to perform or supply a portion of the Work and the term includes such Subconsultant's authorized representatives. Construction Manager shall obtain prior written approval of the City prior to changing or modifying the subconsultants and other professional associates. Any such services performed by any Subconsultants shall be passed through to City without additional charge by the CM. All such work shall be itemized on invoices from such Subconsultants, showing work performed and charges incurred.
- 1.40.2 The Construction Manager represents that it has made and will make reasonable investigation of all Subconsultants to be utilized in the performance of work under this Agreement to determine that they possess the skill, knowledge and experience necessary to enable them to perform the services required. Nothing in this Agreement shall relieve the Construction Manager of its prime and sole responsibility for the performance of the Work under this Agreement.
- 1.40.3 All rates, multipliers and any other fees charged by any Subconsultants shall be not more than those rates, multipliers and other fees in any contracts that any such Subconsultants may have either with the City directly or as a Subconsultant under some other City agreement or more than what is typically charged in the industry.
- 1.40.4. Construction Manager shall bind each and every approved Subconsultant to the terms stated in this Section and shall require the proper licensing of such Subconsultants.
- 1.40.5 If any of the services outlined in this Agreement are furnished by Construction Manager by obtaining the services of Subconsultants, Construction Manager shall provide City with proposals and contracts between the Subconsultants and Construction Manager outlining the services to be performed and the charges for same, together with any other documentation required by City.
- 1.41 **Substantial Completion**: The term "Substantial Completion" is as defined in the Contract Documents, as same may be amended.
- 1.42 Substantial Completion Date: The "Substantial Completion Date" shall mean the date which the A/E certifies to the City by means of a certificate of Substantial Completion as the date when the Construction Manager has achieved completion of the Project or any phase thereof in accordance with the General Conditions of the Contract Documents and applicable laws and the City of Doral Building Department issues a Certificate of Occupancy (CO). Notwithstanding the preceding, if a situation arises beyond the control of the CM, and the issuance of a Certificate of Temporary Occupancy (TCO) is granted by

the Building Department, then the City may deem at its sole and reasonable discretion that the Project or any phase thereof has been Substantially Completed.

1.43 **Substitutions:** If a certain brand of materials, products or equipment is specified in the Construction Documents, it is required for the purpose of establishing a level of quality desired or purpose designated. Should Construction Manager find it necessary or desirable to use a material, equipment, product or system other than that specified, Construction Manager shall secure from City, through A/E, written approval for the use of the alternate materials, equipment, product or system. Construction Manager shall make such request, in writing, not later than forty-five (45) days after the Award of the Contract and before ordering any materials requiring approval. The City is not obligated to consider Requests for Substitution or resubmittal of previously rejected substitutions after forty-five (45) days of contract award. The City is not obligated to approve Requests for Substitutions and has the discretion to require Construction Manager to provide the materials as specified in the Construction Documents. In no case shall Construction Manager be entitled to additional time and/or money arising out of City's failure to approve Requests for Substitutions.

Requests shall be submitted as follows:

- 1: Submit five (5) copies of the Request to A/E.
- 2: Describe in detail (complete with test reports, catalogs, brochures and black or blue line prints of drawings) the material, equipment, product or system and changes or adjustments to other Work affected. Submit samples when requested. Construction Manager is responsible for denoting all instances wherein the proposed substitution differs from the item specified.
- 3: Include "cost breakdown" of item specified and of proposed substitute for which request is made. Include costs of adjustments to other work affected. Include any variation in operating, maintenance or replacement costs, and length of time product has been available on the domestic market.
- 4: State amount deducted or added to Contract amount or state "no change" in Contract amount.
- 5: State change in Contract Time for completion or state "no change" in Contract Time.

The City's decision on approval or rejection of a Request for Substitution will be final. Approval or rejection of a request to substitute will be based in part on A/E's opinion as to adaptability, durability, quality, aesthetics, contract amount change, life cycle functions or other considerations the City determines appropriate as compared to the specified or noted item(s).

Should the City, during the course of the Work, find it necessary or desirable to use a material, equipment, product or system other than specified, the City shall notify Construction Manager, in writing. Should Construction Manager accept the proposal without a change in price or time, it shall be considered an approved substitute.

If A/E requests a sample of a specified material, product, element of work or approved substitute, Construction Manager shall provide same. If the sample is approved, all subsequent materials used in the Work shall be equal in every respect to the sample. If the sample is not approved, Construction Manager shall provide an acceptable sample.

- 1.44 **Taxes:** The term "Taxes" shall mean all taxes related to the performance of the Work or any portion thereof, including but not limited to, all sales, consumer, use, occupational, excise, social security, unemployment compensation and similar taxes.
- 1.45 Work: The term "Work" means all supervision, labor materials and equipment required by the Contract Documents to be provided by or through the Construction Manager for the entire Project and all other services necessary to fulfill the Construction Manager's obligations hereunder to perform the Scope of the Work, including, as the context may require, any portion of the Work with respect to the Project. The uncapitalized term work is used in its ordinary sense.
- 1.46 Force Majeure: "Force Majeure" shall mean any delay occasioned by superior or irresistible force(s) occasioned by violence in nature without the interference of human agency such as hurricanes, tornados, flood and loss caused by fire and other similar unavoidable casualties; changes in federal law, state or local laws, ordinances, codes or regulations, enacted after the date of this Agreement and having a substantial impact on the Project; other causes beyond the parties control; or by any other such causes which the City and the Construction Manager decide in writing justify the delay. Provided, however, that market conditions, labor conditions, construction industry price trends, and similar matters which normally impact on the bidding process shall not be considered a Force Majeure.
- 1.47 Value Engineering: Value Engineering is a project evaluation technique used during the design process which seeks to reduce costs and/or increase value by analyzing the functional requirements of a project's materials, methods, components and subsystems consistent with specified performance, reliability, maintainability, aesthetic, safety, and security criteria to ensure that it provides the best use of available project funds.

ARTICLE II

RELATIONSHIP OF CITY AND CONSTRUCTION MANAGER

- 2.1 The Construction Manager accepts the relationship of trust and confidence established between it and the City by this Agreement. The Construction Manager represents that it will furnish its best skill and judgment in performing the CM's services and the Work, and shall always act to further the interest of the City in the expeditious completion of the Project, at the lowest responsible cost to the City, and in strict accordance with the Contract Documents and prudent and customary construction practices.
- 2.2 By signing this Agreement, the Construction Manager accepts a fiduciary duty with the City and warrants and represents to the City that the Construction Manager:
 - has all licenses and certifications required by applicable law to perform the CM's services and the Work;
 - b) is experienced in all aspects of preconstruction and construction planning for projects similar to the Project;
 - c) will act in the City's highest and best interest in performing the CM's services and the Work; and
 - that no employee or affiliate of the Construction Manager, including all subconsultants, subcontractors and suppliers, at any tier, has been convicted of a public entity crime, fraud, theft, and/or property damage crime within the preceding thirty-six (36) months from the date of execution of this Agreement, pursuant to Section 287.133, Florida Statutes.

The Construction Manager acknowledges and agrees that the City is relying on these representations and covenants as a material inducement to enter into this Agreement.

ARTICLE III THE CONSTRUCTION MANAGER SERVICES

3.1 <u>Services Generally.</u>

The Services of the Construction Manager shall include, but are not limited to, those described or specified herein. The Services described herein shall not be deemed to constitute a comprehensive specification having the effect of excluding services not specifically mentioned. The Construction Manager's Services shall include, without limitation, all of the Preconstruction Services set forth in this Agreement and, upon approval by the City of the GMP, and as contemplated in the GMP Amendment (or Amendments), and such other amendment(s) as necessary to fix and describe the parties' respective rights and responsibilities with respect to the Work and the Project, all of the Construction Services required to complete the Work in strict accordance with

the Contract Documents, and to deliver the Project to the City at or below the GMP, when established, and within the Contract time.

3.2 GMP Amendment

The parties are entering into this Agreement before Contract Documents are sufficiently complete to establish the GMP; therefore, it is anticipated that one or more GMP Amendments will be executed to establish the GMP and incorporate subsequent documents that fully describe the scope of the Work included in the GMP. Each such Contract Amendment and additional Contract Documents shall become a part of this Agreement as if fully set forth herein. The GMP for the Project must be established no later than , March 13th, 2015, (See Attached Project Schedule in Exhibit II) after issuance of an initial Notice to Proceed by the City pursuant to this Agreement; otherwise this Agreement shall terminate pursuant to Article VI herein. The GMP final amount and corresponding construction bond amount must be provided in the GMP Amendment.

3.3 Pre-Construction Services.

The Construction Manager shall review Project requirements, existing on-site and offsite development, surveys and preliminary budget, and make recommendations to the City for revisions. The Construction Manager shall prepare a preliminary Project Schedule in accordance with the Contract Documents and in coordination with the City and the Architect/Engineer, identifying all phases, critical path activities, and critical duties of each of the Project team members. The Construction Manager shall, at each remaining design phase (i.e. 90% design development; and 100% construction document), review the plans and advise the City and the Architect/Engineer regarding the constructability of the design and of any errors, omissions, or conflicts it discovers. The Construction Manager shall prepare an outline of proposed bid packages and detailed cost estimates, and advise the City regarding trends in the construction and labor markets that may affect the price or schedule of the Project. The Construction Manager shall attend all Project related meetings. The Construction Manager's Preconstruction Services shall be provided, and the City shall compensate Construction Manager for such services, based upon a the actual cost of time and materials, in an amount not to exceed \$49,280.00 representing the Construction Manager's Fee. At the conclusion of the Preconstruction Services, the Construction Manager shall, without assuming the duties of the Architect/Engineer, warrant to the City, that the plans, specifications and other Contract Documents are consistent, practical, feasible and constructible, and that the Project is constructible within the contract time.

ARTICLE IV DUTIES AND RESPONSIBILITIES

The CM shall perform the following responsibilities and duties:

- 4.1 All CM procedures, recommendations, documentation, record retention, etc. must conform to the Project requirements including applicable sections of the City's procedures, Architect and Engineer's procedural manual; master specifications; general conditions of the Construction Agreement; (and other) applicable codes, regulations and procedures that may be required at the State, County, City or any agency, utility or similar governmental entity.
- 4.2 Develop, for City approval and for full compliance by CM, of a Project specific procedures manual detailing the entire Project process, including at minimum the following:
 - a) The RFP and all corresponding forms and attachments;
 - b) This Agreement;
 - c) The GMP Amendment and all corresponding forms and attachment;
 - d) All Contract Documents, which include, Project Specifications, Construction Manager's Proposal, Qualifications, and Assumptions, Construction Manager's Salary and Wake Schedule, Project Schedule; Onsite Management and Supervisory Schedule; and Schedule of Values;
 - e) Construction coordination, scheduling, communication and documentation procedures among the CM, the Architect/Engineer, subcontractor(s), subconsultant(s), and other departments or organizations who require coordination with and/or input into the Work;
 - f) Project reports (bi-weekly and final report);
 - g) Requests for Information;
 - h) Contract Amendment(s) process;
 - i) Shop Drawing submittal/product data and samples; and
 - j) Project closeout/commissioning.

Said procedures manual to be presented no later than with first application for payment.

4.2 <u>Coordination and Scheduling</u>

4.2.1 <u>Coordination with A/E</u> - In providing the Construction Manager's services described in this Agreement, the CM shall maintain a working relationship with the Architect/Engineer. However, nothing in this Agreement shall be construed to mean that the CM assumes any of the responsibilities or duties of the A/E. The CM shall be solely responsible for construction means, methods, techniques, sequence and procedures used in the construction of the Project and for the safety of its personnel, property, and its operations for performing in accordance with the CM's Agreement with the City. The A/E is responsible for the requirements of the Project, as indicated in the Agreement between the City and

the A/E. The CM's services shall be rendered compatibly and in cooperation with the A/E's services to the City. It is not intended that the services of the A/E and the CM be competitive or duplicative, but rather be complimentary.

4.2.2 Scheduling - The CM shall meet immediately upon execution of this Agreement with the Architect/Engineer and City representatives to review the A/E Agreement (final) and the Project as referenced in Schedule D of the A/E Agreement. The CM shall ensure that the parties jointly review, modify as necessary, and agree to a single design schedule, to be called the revised most current Schedule to the A/E Agreement. This schedule shall be submitted to the City within fourteen (14) days of execution of this Agreement. Should the parties not be able to reach final agreement on a revised schedule for purposes of the Project, which include(s) a schedule for all CM services, which the CM believes to be fair, reasonable, and in the best interest of the Project. The City shall then determine what schedule is to be utilized, and the City's decision with regard to same shall be final, and binding upon the parties.

4.3 Design Phase

- 4.3.1 Review of Design Documents The CM shall review the design documents and make recommendations to the City and to the A/E as to constructability, cost, sequencing, scheduling, and the time of construction, as to clarity, consistency and coordination of documentation. The recommendations resulting from such review will be provided to the City and A/E in writing and as notations on the design documents. This review and the accompanying writing notations shall be submitted with the documents for review by the City at each Phase of design review as noted in the A/E Agreement (Exhibit VII).
- 4.3.2 Responsibility The CM, as a result of the above-noted review of the design documents and recommendations provided to the City, shall utilize its best efforts to assure the coordination of drawings with the written specifications. This includes but is not limited to, the CM's review of the construction documents in coordination of the drawings and specifications themselves, with the existing buildings and sites to ensure proper coordination and constructability and lack of conflict, and to minimize unforeseen conditions. The CM shall, during this phase, be responsible for the proper identification and location of all utilities, services, and other underground facilities which may impact the Project. The CM specifically agrees that no Contract Amendments shall be requested by the CM or considered by the City for reasons involving conflicts in the documents, questions of clarity with regard to documents, incompatibility, or conflicts between the documents and laws, the existing conditions, utilities, and unforeseen underground conditions.

- 4.3.3 <u>Preliminary Scheduling</u> The CM will submit to the Architect/Engineer for comment and to the City for approval a proposed schedule for the Project within 30 days of execution of this agreement. That schedule shall include such bid and construction activities as well as reasonably outline the approach the CM intends to take for the Project. This requirement is in addition to any other scheduling requirements which may be contained in the contract documents and shall be compatible with same. The CM shall include in the above-noted schedule a proposed construction sequencing plan for the Work.
- 4.3.4 <u>Estimating and Cost Control</u> The CM shall prepare detailed cost estimates and updates throughout the Design Phase leading up to the bidding phase of the Project. The CM shall submit same with the submittal of each Phase of design review in accordance with the most current A/E Agreement and at such other times as it may be requested by the City. The estimates by the CM shall show the estimated amount of the GMP. They shall be in such detail as the City may require, and shall not exceed the construction budget of \$18,000,000.00
- a) Should the CM's estimated GMP exceed the Budget, the CM shall include with said estimate written suggestions for bringing the Project within Budget. The City, at its sole option, may adjust the Budget or it may direct the CM to coordinate with the Architect/Engineer to reduce the estimated cost of the Project through Value Engineering, re-design by the Architect/Engineer, re-estimating, obtaining additional pricing, scope reduction and/or other at no cost to the City; or it may choose to continue under subparagraph (b) below.
- b) The City shall determine, after receipt and review of each estimate, whether the CM shall continue to perform the services of the Agreement without requiring adjustment of the most current CM estimated GMP. The City may, at its sole option, determine to proceed with the Project without Budget adjustment or any other change to the Project. This shall in no way obligate the City to accept the CM's GMP Proposal whether or not it is within the estimate or whether or not it is within the Budget. The City in this and all cases may reject the GMP at its sole discretion and proceed to exercise its options as identified in this Agreement.
- c) The CM and A/E shall advise the City immediately when the A/E or CM estimate exceeds the construction budget.
- **4.3.5** General Coordination The CM shall coordinate with and include activities in both the schedule referred to in this Section and other schedules required in the Contract Documents the work of consultants, testing labs, and other consultants employed by the City as well as the reviews required by the City and other agencies and the Architect/Engineer.

4.3.6 Permits and Fees - The CM will be responsible for coordinating with the Architect/Engineer the submittal of all required documents for permits. CM shall be responsible for obtaining any and all permits and paying any and all related fees for the Work. The City shall not pay the CM any additional sums beyond the Preconstruction Services Fee and the GMP for these services. Fees for building permits issued by the City of Doral shall be waived. Fees for other permits shall be the responsibility of the CM.

4.3.7 Design Services - N/A.

4.3.8 Memorandum of Changes -The CM shall submit to the Owner the CM's Memorandum of Changes in sufficient time and as scheduled so it may be reviewed by the A/E and the City against the Contract Documents and any corrections, modifications, additions, or changes be incorporated prior to commencing the Bid and Award Phase. The Memorandum of Changes shall include a summary of all recommendations made by the CM in fulfilling the CM's duties with regard to the Contract Documents. The CM shall identify any recommendations not incorporated into the documents. The City shall either direct that same be incorporated or explain in writing why the recommendation is rejected.

4.4 Bid and Award Phase

- 4.4.1 <u>Prequalification</u> The CM shall prepare a subcontractor's prequalification plan in compliance with the requirements currently determined by the City. The CM shall submit to the City the CM's list of pre approved Subcontractors for each element of the Work to be subcontracted by the CM. This list shall be developed by the execution by the CM of the subcontractor's prequalification plan noted above. The City reserves the right to reject any subcontractor proposed for any bid to be considered by the CM. Any claims, objections or disputes arising out of the prequalification plan or list are the responsibility of the CM. The CM shall hold harmless, indemnify, and defend the City, its employees, agents, and representatives in any matter arising out of the prequalification plan and/or the subcontractor's list, except where the sole cause of the matter is a City directed decision.
- **4.4.2** Scope of Work The CM shall receive subcontract proposals which, when combined with the work the CM intends to do with its own forces, shall represent the entirety of the Scope of Work required of this Agreement.
- **4.4.3** <u>Pre-Bid Conferences</u> The CM shall schedule and conduct pre-bid conferences for subcontractors and the City to ensure the availability of such subcontractors, material suppliers, etc. for this pre-bid conference. The CM shall be solely responsible for the content of the pre-bid conference.

4.4.4 <u>Subcontract Bidding</u> - The CM shall schedule, in coordination with the Architect/Engineer and the City, the acceptance, review and award of the bids to qualified responsive and responsible Subcontractors. Said bids from subcontractors shall be in writing and shall be opened and reviewed with the Architect/Engineer and the City prior to award by the CM.

4.5 The Guaranteed Maximum Price

- 4.5.1 <u>Calculation/Negotiation of the Guaranteed Maximum Price</u>- After taking, reviewing and identifying the lowest acceptable bids from responsive and responsible subcontractors, the CM shall propose to the City, a Guaranteed Maximum Price, which shall be the sum of the proposed subcontracts and the CM's General Conditions (including any fee, profit, overhead and all like amounts) and the agreed upon Contingency. The Guaranteed Maximum Price shall be the full and complete amount for which the CM agrees to go forward from the receipt of subcontract bids to the full completion of the Project.
- **4.5.2** Acceptance of GMP Upon acceptance and execution of the GMP Proposal, by the City, the CM shall enter into subcontract agreements with the subcontractors selected for the amounts included in the GMP Proposal for that subcontract work, and shall function as a General Contractor and comply with the Contract Documents accordingly with regard to the Project as well as a Construction Manager with regard to other services required by the Contract Documents.

4.6 <u>Time of Performance</u>

- **4.6.1** Conformance with Approved Schedule- The CM shall perform all the duties required by this Agreement in such a way and time as to conform to the most current Schedule "D" of the A/E Agreement.
- 4.6.2 Review and Acceptance of Schedule- In executing the Agreement, the CM acknowledges specifically that the CM has reviewed the most current Schedule "D" of the A/E Agreement, has given any necessary input to the City regarding any need to modify that schedule to accommodate the CM at Risk process, and shall not be entitled to additional time or money in order to conform the CM services to that schedule.
- **4.6.3** Preparation and Delivery of the CM at Risk Schedule— Within fourteen (14) days of the effective date of this Agreement the CM shall present to the City a schedule for the CM's duties, deliverables, and requirements showing the start and completion of design phase activities to be performed by the CM. This

schedule shall be in conformance with the most current Schedule "D" of the A/E Agreement.

4.7 PAYMENT BREAKDOWN

- **4.7.1** Application for Payment Submittal- The CM shall submit monthly an application for payment for the proportional amount of the Preconstruction Services Fee which shall be determined by providing all backup documentation for time and materials expended while providing the preconstruction services. Time will be billed at the rates submitted in the RFQ package and incorporated into this agreement.
- 4.7.2 <u>Time Extensions</u>- In the event the performance of the CM is delayed by reasons outside the CM's control, the CM shall request in writing an extension of time for the contract requirements of this Agreement. Said request for extension shall include a proposed revised schedule, and documentation as to the cause of the delay. The CM's sole remedy for delays which impact the time of performance of this Agreement shall be a time extension. No damages for delay shall accrue to the benefit of the CM as a result of any delays to the performance of this Agreement. Specifically, the CM agrees that the failure of the Architect/Engineer to maintain the design schedule shall be non-compensable to the CM and CM's sole remedy shall be an extension of time.
- **4.7.3** Extra Services- Should the CM be requested or required by the City to provide services which the CM believes are outside and/or in addition to the scope of this Agreement, the CM shall within five (5) days of being requested to perform such services, notify the City in writing of the CM's opinion that they are extra services to this Agreement, the reason the CM believes they are outside the scope of this Agreement, and the proposed costs, and time impact, if any, for the performance of same. The City may direct the CM to proceed with such services pending a final determination as to the compensation. In such case, the CM's right to consideration shall not be waived by proceeding as directed.

4.8 City's Right to Require Documentation and Audit

The City may, as deemed necessary, require from the CM support and/or documentation for any submission. Upon execution of the Agreement, the CM agrees that the City shall have unrestricted access during normal working hours to all CM's records relating to this Project including hard copy as well as electronic records for a period of three years after final completion.

ARTICLE V GMP PROPOSAL AND ACCEPTANCE/REJECTION

5.1 Subcontract Bids

The CM shall open subcontract bids from the pre-approved list of potential subcontractors at a time and place scheduled with the City's Project Coordinator and such other City Representatives in attendance. The CM shall provide a summation and analysis of the apparent low subcontract bids including the identity of any apparent low subcontract bidders which the CM does not wish to employ. Such identification and proposal of non-utilization by the CM shall require specific written reason for same.

5.2 CM Fee, Profit, General Conditions, Contingency

The CM shall propose the amount to be included in the GMP for the Construction Manager's General Conditions costs and the Contingency as defined herein.

5.3 Total Fee

The sum of the totals of the two above paragraphs shall comprise the proposed GMP for the Project and shall form the basis of negotiations between the CM and the City.

5.4 Process Concerning GMP

The City shall have the option of accepting or rejecting the GMP as presented by the CM. Should the GMP be accepted, the GMP Amendment reflecting that acceptance will be executed, and the Contract Price increased by the GMP amount. Should the GMP not be accepted, the City may at its option:

- a) Reject the GMP and direct the Architect/Engineer and CM to investigate, redesign, develop for City approval value engineering possibilities, and other cost savings and to re-submit a new, lesser, proposed GMP. This may at the City's option, include reduction in scope. All to be done at no additional cost to be City.
- b) Reject the GMP, take possession of the plans and specifications, and bid the work to a General Contractor or otherwise complete with other forces or take such action, if any, that the City may determine is in its best interest. In this event, the CM shall not perform nor be compensated for, any services on the Project beyond the agreed Construction Preconstruction Services Fee herein. In the event any option under this subparagraph is chosen by the City, the CM is obligated to immediately turnover to the City all plans, specifications and other project related documentation.

- c) If and when accepted by the City, the GMP shall be formalized by the execution of the GMP Amendment (Exhibit I).
- The City shall determine, after each negotiation session, unless agreement is reached, if further negotiations are warranted. If not, the negotiations shall be declared not to be successful and the City shall take possession and ownership of all documents produced for the Design and Bid Phase, pay the CM any remaining undisputed Construction Manager's Fee, and proceed under the requirements noted under this paragraph, and the City and CM shall be mutually released from any further obligation each to the other.
- e) The City shall have no obligation to accept the GMP Proposal of the CM regardless of that Proposals' relationship to the Budget or the most current estimate or for any other reason.
- f) Should the Construction Manager realize any savings from the negotiated Schedule of Values, the City shall receive 75% of said savings with no line item integrity. The City reserves the right to audit all contract related documents at any time during the Project and at the end of the Project.

ARTICLE VI TERMINATION

6.1 <u>Termination for Cause</u>

The City may terminate this Agreement for cause in the event that the CM (1) violates any provisions of this Agreement or performs same in bad faith; or (2) unreasonably delays the performance of the Services, and CM fails to cure same within thirty (30) days following written notice to CM. In that event, such termination shall become effective upon seven (7) days written notice to CM.

- 6.1.1 In the event this Agreement is terminated by the City for cause, the City, at its sole option and discretion, may take over the Services and complete them by contracting with another CM or otherwise. In such event, the CM shall be liable to the City for any additional cost incurred by the City due to such termination. "Additional Cost" is defined as the difference between the actual cost of completion of such incomplete services, and the cost of completion of such Services which would have resulted from payments to the CM hereunder had the Agreement not been terminated
- 6.1.2 Payment only for Services satisfactorily performed by the CM and accepted by the City prior to receipt of a Notice of Termination for Cause, shall be made in accordance with this Article 6 herein and the City shall have no further liability for compensation, expenses or fees to the CM.

- 6.1.3 Upon receipt of a written Notice of Termination, the CM shall promptly assemble and submit to the City, as provided herein or as required in the written notice, all documents, including drawings, calculations, specifications, correspondence, and all other relevant materials affected by such termination.
- 6.1.4 In the event of a termination for cause, no payments to the CM shall be made (1) for Services not satisfactorily performed, as same shall be determined at the City's option and discretion; and (2) for assembly of submittal of documents, as provided above.

6.2 <u>Termination for Convenience</u>

The City, in addition to the rights and options to Terminate for Cause, as set forth above, or any other provisions set forth in this Agreement, retains the right to terminate this Agreement at its sole option, at any time, for convenience, without cause and without penalty, when in its sole discretion it deems such termination is in the best interest of the City, upon notice to CM, in writing, fourteen (14) days prior to termination.

6.2.1 In the event the City terminates the CM's services for its convenience, as provided herein, the CM shall be compensated for all Services rendered up to the time of receipt of said written termination notice, and for the assembly and submittal to the City of documents for the Services performed, in accordance with Article 6 herein, and the City shall have no further liability for compensation, expenses or fees to the CM, except as set forth in this Article 6.

6.3 <u>Termination by CM</u>

The CM may only terminate this Agreement for cause in the event that the City willfully violates any provisions of this Agreement or unreasonably delays payment for the Services, and has failed to cure same within thirty (30) days following written notice from the CM. In that event, CM may terminate this Agreement upon written notice to the City, which termination shall become effective thirty (30) days from the date of said Notice. In that event, payment for Services satisfactorily performed prior to the date of termination shall be made in accordance with this Article 6.

6.3.1 The CM shall have no right to terminate this Agreement for convenience of the CM.

6.4 <u>Implementation of Termination</u>

In the event of termination, either for cause or for convenience, the CM, upon receipt of the notice of termination, shall (1) stop the performance of Services under this Agreement on the date and to the extent specified in the Notice of Termination; (2) place no further orders or subcontracts except for any that may be authorized, in writing, by the City, prior to their occurrence; (3) terminate all orders and subcontracts to the extent that they relate to the performance of the Services terminated by the Notice of Termination; (4) promptly assemble and submit, as provided herein, all documents for the services performed, including drawings, calculations, specifications, correspondence, and all other relevant materials affected by the termination; and (5) complete performance of any Services as shall not have been terminated by the Notice of Termination and as specifically set forth therein.

6.5 Non-solicitation

The CM warrants that it has not employed or retained any company or person, other than an employee working solely for the CM, to solicit or secure this Agreement; and that it has not paid, nor agreed to pay any company or other person any fee, Council, gift or other consideration contingent upon the execution of this Agreement. For breach or violation of this warranty, the City has the right to terminate this Agreement without liability to the CM for any reason whatsoever.

ARTICLE VII INDEMNIFICATION

- 7.1 CM shall, at all times hereafter, indemnify, hold harmless and defend the City, its agents, servants and employees from and against any claim, demand or cause of action of any kind or nature arising out of the negligent act, error, or omission of CM, its agents, servants or employees in the performance of services under this Agreement.
- 7.2 In the event that CM abandons this Agreement or causes it to be terminated by City, CM shall indemnify, hold harmless and defend the City, its agents, servants and employees against any loss pertaining to such termination.
- 7.3 CM hereby affirms that it shall be responsible for the acts, errors and omissions of its Subcontractors and it shall indemnify, defend and save harmless the City, its agents, servants and employees from any and all claims by third parties which may arise on account of services rendered by CM's Subcontractors.
- 7.4 The provisions of this Section shall survive the expiration or earlier termination of this Agreement.

ARTICLE VIII MISCELLANEOUS

8.1 Ownership of Documents

All finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared or provided by CM in connection with this Agreement shall become the property of the City, and shall be delivered by CM within ten (10) days after receipt of written notice. Any re-use of documents by City without written verification or adaptation by CM for the specific purpose intended will be without liability to CM.

8.2 Records

CM shall keep such records and accounts and require any and all CM and Subcontractors to keep such records and accounts as may be necessary in order to record complete and correct entries as to personnel hours charged to the Project, and any expenses for which CM expects to be reimbursed. All books and records relative to the Project will be available at all reasonable times for examination and audit by City and shall be kept for a period of three (3) years after the completion of all work to be performed pursuant to this Agreement. Incomplete or incorrect entries in such books and records will be grounds for City's disallowance of any fees or expenses based upon such entries. All books and records which are considered public records shall, pursuant to Chapter 119, Florida Statutes, be kept by CM in accordance with such statutes.

8.3 Equal Opportunity Employment

8.3.1 CM agrees that it will not discriminate against any employee or applicant for employment for work under this Agreement because of race, color, religion, sex, age, national origin, disability or sexual orientation and will take affirmative steps to ensure that applicants are employed and employees are treated during employment without regard to sexual orientation, race, color, religion, sex, age, national origin, or disability. This provision shall include, but not be limited to, the following: employment upgrading, demotion or transfer; recruitment advertising, layoff or compensation; and selection for training, including apprenticeships. CM agrees to furnish City with a copy of its Affirmative Action Policy.

8.4 Public Entity Crimes Act

In accordance with the Public Entity Crimes Act (Section 287.133, Florida Statutes), a person or affiliate who is a CM, 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 bid on leases of real property to the City, may not be awarded or perform work as a CM, supplier, subcontractor, or subcontractor under a contract with the City, and may not transact business with the City in excess of the threshold amount provided in Section 287.017, Florida Statutes, for Category Two for a period of 36 months from the date of

being placed on the convicted vendor list. Violation of this Section by CM shall result in cancellation and may result in CM's debarment.

8.5 No Contingent Fee

CM warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for CM, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual or firm other than a bona fide employee working solely for CM any fee, Council, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, City shall have the right to terminate the Agreement without liability at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, Council, percentage, gift, or consideration.

8.6 Assignment

This Agreement, or any interest herein, shall not be assigned, transferred or otherwise encumbered by CM, under any circumstances, without the prior written consent of City.

8.7 <u>Insurance</u>

The CM shall comply throughout the term of this Agreement with the insurance requirements stipulated herein. It is agreed by the parties that the CM shall not commence with work on the Project until satisfactory proof of the following insurance coverage has been furnished to the City. The Consultant will maintain in effect the following insurance coverage:

I. Commercial General Liability

A. Limits of Liability

Bodily Injury & Property Damage Liability

Each Occurrence	\$1,000,000
Policy Aggregate	\$2,000,000
Personal & Advertising Injury	\$1,000,000
Products & Completed Operations	\$1,000,000

B. Endorsements Required

City of Doral listed as an additional insured

Contingent & Contractual Liability
Premises and Operations Liability
Primary Insurance Clause Endorsement
Explosion, Collapse & Underground Hazard

II. Business Automobile Liability

A. Limits of Liability
Bodily Injury and Property Damage
Combined Single Limit
Any Auto/Owned Autos or Scheduled Autos
Including hired and Non Owned Autos
Any One Accident
\$1,000,000

B. Endorsements Required

City of Doral listed as an additional insured

III. Workers Compensation

Statutory- State of Florida Waiver of Subrogation

Employer's Liability

A. Limits of Liability \$1,000,000 for bodily injury caused by an accident, each accident \$1,000,000 for bodily injury caused by disease, each employee \$1,000,000 for bodily injury caused by disease, policy limit

IV. Umbrella/Excess Liability (Excess Follow Form)

A. Limits of Liability	
Each Occurrence	\$10,000,000
Policy Aggregate	\$10,000,000

City of Doral listed as an additional insured

V. Owners & Contractor's Protective

A. Limits of Liability
Each Occurrence \$1,000,000
Policy Aggregate \$1,000,000

City of Doral listed as the named insured

VI. Payment and Performance Bond
City of Doral listed as Obligee

VII. Contractor's Professional Liability/Error's & Omissions

Each Claim \$2,000,000
Policy Aggregate \$2,000,000
Retro Date Included

VIII. BUILDER'S RISK/INSTALLATION FLOATER (If Applicable) \$_____

Causes of Loss: All Risk/Special Form Coverage

Valuation: Replacement Cost

Primary/Excess Flood, if applicable

Deductible: 10,000 AOP, 5% Wind and Hail

City of Doral listed as additional insured and loss payee

Coverage extensions as provided by carrier

The above policies shall provide the City of Doral with written notice of cancellation or material change from the insurer in accordance to policy provisions.

Companies authorized to do business in the State of Florida with the following qualifications shall issue all insurance policies required above:

The Company must be rated no less than "A-" as to management, and no less than "Class V" as to financial strength, by the latest edition of Best Insurance Guide published by A.M. best Company, or its equivalent. All policies or certificates of insurance are subject to review and verification by Risk Management.

The City of Doral reserves the right to request copies of all applicable insurance policies, including, but not limited to endorsements, and all other pertinent coverage information in connection with RFP.

8.7.1 The Consultant must give thirty (30) days prior written notice of cancellation or of substantial modifications in the insurance coverage, to the Project Coordinator.

8.7.2 CM shall provide to City a Certificate of Insurance or a copy of all insurance policies required by this Section. City reserves the right to require a certified copy of such policies upon request. All certificates and endorsements required herein shall state that City shall be given thirty (30) days written notice prior to expiration or cancellation of the policy. Should CM fail to obtain, maintain, or renew the policies of insurance referred to herein, in the required amounts, the City may, at its sole discretion, obtain such insurance, and any sums expended by the City in obtaining same shall be repaid by CM to City, plus ten percent (10%) of the amount of premiums paid to compensate City for its administrative costs. If CM does not repay City's expenditures within fifteen (15) days of demand, the total sum owed shall accrue interest at the rate of twelve percent (12%) per year until paid and such failure shall be deemed an event of default hereunder.

8.8 <u>All Prior Agreements Superseded/Amendments</u>

This document incorporates and includes all prior negotiations, correspondence, conversations, agreements or understandings applicable to the matters contained herein; and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements whether oral or written. It is further agreed that no modification, amendment or alteration in the terms or

conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

8.9 Notices

Whenever either party desires to give notice unto the other, such notice must be in writing, sent by registered United States mail, return receipt requested, addressed to the party for whom it is intended at the place last specified; and the place for giving of notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the respective places for giving of notice:

FOR CITY OF DORAL:

Edward A. Rojas City Manager City of Doral 8401 NW 53rd Terrace Doral, FL 33166

WITH A COPY TO:

Daniel A. Espino, Esq. Weiss Serota Helfman Pastoriza Cole & Boniske, PL City Attorney 2525 Ponce De Leon Boulevard, 7th Floor Coral Gables, FL 33134

FOR CONSTRUCTION MANAGER:

Travis Parker	_
Vice President	
Biltmore Construction Co.,	Inc.
1055 Ponce de Leon Blvd.	_
Belleair, FL 33756	_
WITH A COPY TO:	
Adams and Reese, LLP	_
Attn: Derek Houston	_
150 Second Avenue North, Su	ite 1700
St. Petersburg, FL 33701	

8.10 <u>Interpretation</u>

The language of this Agreement has been agreed to by both parties to express their mutual intent and no rule of strict construction shall be applied against either party hereto. The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. All personal pronouns used in this Agreement shall include the plural, and vice versa, unless the context otherwise requires. Terms such as "herein," "hereof," "hereunder," and "hereinafter" refer to this Agreement as a whole and not to any particular sentence, paragraph, or section where they appear, unless the context otherwise requires. Whenever reference is made to a Section or Article of this Agreement, such reference is to the Section or Article as a whole, including all of the subsections of such Section, unless the reference is made to a particular subsection or subparagraph of such Section or Article.

8.11 Protection of Records

CM shall protect from harm and damage all data, drawings, specifications, designs, models, photographs, reports, surveys and other data created or provided in connection with this Agreement (collectively, City Property), while such data and materials are in CM's possession. Such duty may include, but is not limited to, making back-up copies of all data stored by electronic device on any media, taking reasonable actions to prevent damage by impending flood or storm (including, but not limited to, removing the City Property to a safe location), and establishing and enforcing such security measures as are reasonably available, considering the customary practice within CM's trade or possession.

8.12 Exhibits and Attachments

In the event of conflict between the terms contained in this Agreement and the terms contained in any of the documents attached or incorporated herein, the terms of this Agreement shall control and shall be given full effect.

8.13 Observance of Laws

Throughout the term of this Agreement, the CM shall keep fully informed of all federal, state and local laws, ordinances, codes, rules, and regulations, and all orders and decrees of bodies or tribunals having jurisdiction or authority which, in any manner, affect work authorized under the terms of this Agreement, and shall further take into account all known pending changes to the foregoing of which it should be reasonably aware.. The CM shall at all times observe and comply with all such laws, ordinances, regulations, orders, and decrees.

8.14 Agreement Severable; No Waiver

In the event any provisions of this Agreement shall be held to be invalid and unenforceable, the remaining provisions shall be valid and binding upon the parties. One or more waivers by either party of any provision, term, condition or covenant shall not be construed by the other party as a waiver of a subsequent breach of the same by the other party.

8.15 City's Own Forces

The City reserves the right to perform construction and operations related to the Project with the City's own forces, and to award contracts in connection with the Project which are not part of the CM's responsibilities under this Agreement.

8.16 Governing Law And Exclusive Venue

This Agreement shall be governed by, and construed in accordance with, the laws of the State of Florida, both substantive and remedial, without regard to principles of conflict of laws. The exclusive venue for any litigation arising out of this Agreement shall be Miami-Dade County, Florida, if in state court, and the U.S. District Court, Southern District of Florida, if in federal court. BY ENTERING INTO THIS AGREEMENT, CM AND CITY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO, OR ARISING OUT OF, THIS AGREEMENT.

8.17 <u>Limitation of Liability</u>

8.17.1 The City desires to enter into this Agreement only if in so doing the City can place a limit on City's liability for any cause of action for money damages due to an alleged breach by the City of this Agreement, so that its liability for any such breach never exceeds the Fee paid to CM herein, less any sums paid by the City. CM hereby expresses its willingness to enter into this Agreement with CM's recovery from the City for any damage action for breach of contract to be limited to a maximum the Fee paid to CM herein, less any sums paid by the City.

8.17.2 Accordingly, and notwithstanding any other term or condition of this Agreement, CM hereby agrees that the City shall not be liable to CM for damages in an amount in excess the Fee paid to the CM herein, less any sums paid by the City, for any action or claim for breach of contract arising out of the performance or non-performance of any obligations imposed upon the City by this Agreement. Nothing contained in this subparagraph or elsewhere in this Agreement is in any way intended to be a waiver of the limitation placed upon City's liability as set forth in Section 768.28, Florida Statutes.

8.18 Counterparts

This Parties may execute this Agreement in one or more individual counterparts, which, when compiled, constitute one fully executed agreement.

IN WITNESS WHEREOF, the Parties have set their hands and seals the day and year first above written.

ATTEST:

THE CITY OF DORAL

Connie Diaz, Interim City Clerk

Edward A: Rojas, City Manager

Weiss Serota Helfman Pastoriza Cole & Boniske, PL City Attorney

ATTEST:

Florida Contractor License: CGC040464

By:

Print Name

CM President

Print Name

Exhibit "A"

RFP #2014-36 Request for Proposals Construction Manager At-Risk Firm to Provide Preconstruction & Construction Services via a Guaranteed Maximum Price Amendment for the NW 114th Avenue Park

EXHIBIT A

Proposed Lump Sum Amount for Pre-Construction Services in an Amount Not to Exceed:

\$	
Please write out amount:	

Proposed Overhead/Profit Margin in a Not to Exceed of _____% of the Proposed Guaranteed Maximum Price (GMP) for this Project.



City of Doral
Request for Proposals
Construction Manager At-Risk Firm to
Provide Preconstruction & Construction
Services via a Guaranteed Maximum
Price Amendment for the
NW 114th Avenue Park
RFP # 2014-36

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City of Doral

Request for Proposals Construction Manager At-Risk Firm to Provide Preconstruction & Construction Services via a Guaranteed Maximum Price Amendment for the NW 114th Avenue Park RFP # 2014-36

NOTICE: Pursuant to the Procurement Ordinance of the City of Doral (the "City"), the City of Doral hereby gives notice of its intent to solicit statements of proposals from interested parties and/or firms in response to this Request For Proposals for Construction Manager At-Risk Firm to Provide Preconstruction and Construction Services via a Guaranteed Maximum Price Amendment for the NW 114th Avenue Park (the "RFP"). Statements of qualifications must be received by Edward A. Rojas, City Manager, City of Doral, 8401 NW 53rd Terrace, Doral, Florida 33166 by 11:00 AM, Tuesday, October 21, 2014. Submittals shall be clearly marked "RFP #2014-36 Construction Manager At-Risk Firm to Provide Preconstruction Services via a Guaranteed Maximum Price (Guaranteed Maximum Price) Amendment for the NW 114th Avenue Park".

All submittals shall be publicly opened and recorded on Tuesday, October 21, 2014 at 11:00 AM. Late submittals shall <u>not</u> be accepted or considered.

Proposers are to deliver One (1) original and six (6) copies, in separate 3 ring binders, of the submittal statements of qualifications, containing all documentation and information desired to be for considered. In addition, Proposers are to deliver two (2) CDs containing a PDF copy of all materials of the submittal.

The City reserves the right to accept any statement deemed to be in the best interest of the City or to waive any informality in any submittal. The City may reject any or all submittals and re-advertise.

PROJECT OVERVIEW

By way of this RFP, the City is soliciting proposals from interested parties and/or firms for the provision of Construction Management services for the construction of the new NW 114th Avenue Park in the City of Doral (the "Project"). Through an at-risk relationship and a guaranteed maximum price ("GMP") amendment, one firm will be chosen to manage and conduct pre-construction services and, upon acceptance of the GMP by the City, provide construction services for the Project (generally, the "Services"). The selected firm shall function as a general contractor responsible for assisting the City and its design professionals in the finalization of the project drawings and specifications, offering a GMP for the construction, and, if the GMP is accepted by the City, scheduling, coordinating, and executing the successful and accurate construction of the project in timely manner. The estimated construction cost of the Project may range from Fifteen Million Dollars (\$15,000,000.00) to Eighteen Million Dollars (\$18,000,000.00).

Through the process described herein, persons and/or firms interested in assisting the City with the provision of the Services must prepare and submit a proposal containing no less than the information requested herein. The City will review submittals only from those persons and/or firms that submit a proposal which includes all of the information required by this RFP, the determination of which shall be in the sole discretion of the City.

The City intends to solicit proposals from person(s) and/or firm(s) that: (a) possesses the professional and administrative qualifications, licenses, and capabilities to provide the Services, and (b) will agree to work under the compensation terms and conditions determined by the City to provide the greatest benefit to the taxpayers of the City.

Proposers must, in part, demonstrate their related experience in order to be considered. As part of their submittals, firms/individuals must show direct experience in developing design concepts and cost estimates for no less than one (1) recreation facility and/or similar municipal facilities, within the last five (5) years. Proposers must provide a list of related projects or similar type of work with contact names and numbers. The package date, size, scope and cost of each project, including, but not limited to, a list of change orders and corresponding amounts, must be included in a description of the referenced project, as well as a description of the equipment and methodology used, as appropriate. Information provided should illustrate the Proposer's ability to coordinate and manage multi-disciplinary projects of this nature, as well as a history of completing projects in a timely manner with consistent quality and within budget constraints.

The Proposer shall submit proof of his/her/its bonding capacity in the amount of \$5,500,000.00 by means of a Letter of Eligibility from their bonding company. This requirement shall be mandatory and failure to show proof of such bonding capacity shall be cause for the statement to be deemed non-responsive.

A copy of this complete RFP may be obtained from the City of Doral website, www.cityofdoral.com, by clicking on the Procurement Division link under City Departments. Select the "RFP/Open Bids" link. It is important that you click on the "Register and Download" hyperlink to access the entire document. Please note that a brief registration process is required prior to download. Once registered, you will receive an activation code that will grant you access to the documents and, if applicable, notification of subsequent updates.

ΑII **questions** comments or should be directed to the following procurement@cityofdoral.com. Inquiries must reference "RFP 2014-36 NW 114th Avenue Park Construction Manager at Risk Firm" in the subject line. No phone calls will be accepted in reference to this RFP. Any communications regarding matters of clarification must be made in writing to the email address listed above. In the event that it become necessary to provide additional clarifying data or information that revises any part of this RFP, supplements or revisions will be made available via written addendum.

It is the intent of the City to enter into a contract with the qualified individual or entity, subject to cancellation as provided herein.

The City's tentative schedule for this RFP is as follows:

Date of Advertisement:

Thursday, September 25, 2014

Mandatory Pre-Proposal Meeting:

Tuesday, October 7, 2014 @ 10:00 AM

To be held at: City of Doral Government Center

Third Floor Training Room 8401 NW 53 Terrace Doral, FL 33166

Cut-off Date for Questions:

Due & Opening of RFPs:

Friday, October 10, 2014 @ 12:00pm Tuesday, October 21, 2014 @ 11:00am

The City reserves the right to delay or modify scheduled dates and will provide public notification of all such changes in scheduled dates.

[The space left intentionally blank.]

SECTION 1.0: GENERAL CONDITIONS

1.1 DEFINITIONS

(i) We/Us/Our/City

These terms refer to the City of Doral, Florida, a Florida municipal corporation. They may also be used as pronouns for various subsets of the City organization as content will indicate.

Procurement Division

The Division responsible for handling procurement-related issues within the City.

Departments

The City Department(s) and offices for which this solicitation is prepared, which will be the end user of the goods and/or services sought, including, without limitation, the Parks and Recreation Department.

Authorized Representative

The user Department's contacts for interaction regarding contract administration.

(ii) You/Your

The term refers to the person(s) or entity(ies) submitting a proposal in response to this RFP, inclusive of corresponding subsidiaries, affiliates offices, employees, volunteers, representatives, agents or subcontractors. The term may apply differently to different classes of entities, as the context will indicate. For instance, "you" as a Proposer will have different obligations than "you" as a Successful Proposer will have upon awarding of this contract.

Proposer/Contractor/Submitter

Any person(s) and/or business entity(ies) submitting a response to this solicitation.

Successful Proposer/Contractor/Submitter

The Proposer whose statement of qualifications to this solicitation is deemed to be the most advantageous to the City. A Proposer will be approved for award by the City Council, and a contract will be executed for the provisions of the goods and/or services specified in this RFP and a Notice of Commencement will be issued.

(iii) <u>Proposals/Submittal</u>

The written, sealed document submitted by the Proposer in response to this RFP. Any verbal interactions with the City apart from submittal of a formal written submittal shall not be considered a part of any submittal.

1.2 CLARIFICATION; QUESTIONS

The City reserves the right to request for clarification on information submitted from an Proposer after the deadline for receipt of submittals. Questions from potential and/or actual respondents regarding this RFP shall be directed in writing by email, to the Procurement Contact email address specified on the title page. Answers, citing the question but not identifying the questioner, will be publically noticed and distributed simultaneously to all known prospective Proposers.

(i) Written Addenda

If it becomes evident that this RFP must be amended, the City will issue a formal written addendum, which will be shared publically and to all registered prospective Proposers via email notification. Addendum will be uploaded to the City's Procurement webpage. If necessary, a new submittal opening date may be established by addendum.

1.3 COST OF PREPARATION

The City will not be responsible for any expenses incurred by Proposers for the preparation of a proposal related to this procurement, or for any negotiations related to potential award of the Contract.

1.4 EXAMINATION OF DOCUMENTS

The Proposer must thoroughly examine each section of this RFP. If there is any doubt or obscurity as to the meaning of any part of these conditions, the Proposer may request clarification by written request to the Procurement Division. Interpretations or clarification in response to such questions will be issued in the form of a written addendum, emailed to all parties recorded by the City's Procurement Division as having received the RFP documents. No person is authorized to give oral interpretations of, or make oral changes to the RFP. The issuance of a written addendum shall be the only official method whereby such an interpretation or clarification is made.

1.5 PUBLIC RECORDS

Upon award recommendation or thirty (30) days after the RFP opening, whichever is earlier, any material submitted in response to this RFP will become a "Public Record" and shall be subject to public disclosure pursuant to Chapter 119, Florida Statutes (Public Records Law). Proposers must claim the applicable statutory exemptions to protect submittals, stating the reasons why exclusion from public disclosure is necessary and legal. The City reserves the right to make any final determination on the applicability of the Public Records Law.

1.6 WITHDRAWAL OF REP

A Proposer may, without prejudice, withdraw, modify, or correct the proposal after it has been deposited with the City, provided the request and any subsequent modifications and/or corrections are filed with the City in writing **before the time for opening the submittals.** No oral modifications will be considered.

1.7 RIGHT TO REJECT ANY AND/OR ALL SUBMITTALS

The City reserves the right to reject any and/or all submittals or sections thereof, and/or waive any irregularities, informalities, and/or technical deficiencies. The City shall not be required to accept the minimum specifications stated herein or provided but reserves the right to accept any submittal that, in the judgment of the City, will best serve the needs and interests of the City. The offering of this RFP does not, itself, in any way constitute a contractual agreement between the City of Doral and any Proposer. However, the contents of the offered document, as well as the proposed documents may be used for details of the actual agreement between the Proposer and the City of Doral. Furthermore, the City reserves the right to award without further discussion.

1.8 GOVERNMENTAL RESTRICTIONS

In the event that any governmental restrictions are imposed which would necessitate alteration of the performance to the services offered in this RFP prior to delivery, it shall be the responsibility of the Proposer to notify the City at once. The City reserves the right to accept the alteration or cancel the Contract at no expense to the City.

1.9 SUBMISSION OF PROPOSAL

(i) <u>Incurred Expenses</u>

The City is not responsible for any expenses which Proposers may incur for preparing and submitting statements of qualifications called for in this RFP.

(ii) <u>Interviews</u>

The City reserves the right to conduct personal interviews or require presentations prior to selection. The City will not be liable for any costs whatsoever incurred by the Proposer in connection with such interviews/presentations, including, but not limited to travel and accommodations.

(iii) Request for Modifications

The City reserves the right to request that the Proposers(s) modify a submittal to more fully meet the needs of the City.

(iv) RFP Acknowledgment

By submitting a proposal, the Proposer certifies that he/she/it has fully read and understood the solicitation method and has full knowledge of the scope, nature, and quality of work to be performed.

(v) Acceptance/Rejection/Modification to Submittals

The City reserves the right to negotiate modifications to this RFP that it deems acceptable, reject any and all bids for any reason whatsoever, and waive minor irregularities in any submittal.

(vi) Submittals Binding

All statements of qualifications submitted shall be binding for three hundred sixty-five (365) calendar days following opening.

(vii) Alternate Bids/Statement/Proposals

Alternate bids, statements, and/or statements of qualifications will not be considered or accepted by the City.

(viii) Economy of Preparation

Bids should be prepared simply and economically, providing a straightforward, concise description of the Proposers' ability to fulfill the requirements of the bid.

(ix) Proprietary Information

In accordance with Chapter 119 of the Florida Statutes (Public Records Law) and except as may be provided by other applicable State and Federal Law, all Proposers should be aware that RFP and the corresponding responses are in the public domain and subject to disclosure. However, the Proposers are required to *identify with specificity* any information contained in their statement of qualification which are considered confidential and/or proprietary and which are believed to be exempt from disclosure, citing the applicable exempting law.

All statements of qualifications received from Proposers in response to this RFP shall become the property of the City of Doral and shall not be returned to the Proposer. In the event of contract award, all documentation produced as part of the contract will become the exclusive property of the City.

1.10 COMPLIANCE WITH ORDERS AND LAWS

Successful Proposers shall comply with all local, state, and federal directives, ordinances, rules, orders, and laws as applicable to this RFP and subsequent contracting including, but not limited to:

Executive Order 11246 (which prohibits discrimination against any employee, applicant, or client because of race, creed, color, national origin, sex, or age with regard to, but not limited to, employment practices, rate of pay or other compensation methods, and training.)

Occupational, Safety and Health Act (OSHA)

The State of Florida Statutes Section 287.133(3)(A) on Public Entity Crimes

Environment Protection Agency (EPA)

Uniform Commercial Code (Florida Statutes, Chapter 672)

American with Disabilities Act of 1990, as amended

National Institute of Occupational Safety Hazards (NIOSH)

National Forest Products Association (NFPA)
State of Florida Department of Transportation- Rule 14-90, Florida Admin. Code

U.S. Department of Transportation

City of Doral, City Ordinance No. 2004-03

Cone of Silence, Miami-Dade County Code of Ordinances

The State of Florida Statutes Sections 218.73 and 218.74 on Prompt Payment

Proposer hereby recognizes and certifies that no elected official, board member, or employee of the City shall have a financial interest directly or indirectly in this transaction or any compensation to be paid under or through this transaction, and further, that no City employee, nor any elected or appointed officer, including, but not limited to, City Advisory Board members, of the City, nor any spouse, parent or child of such employee or elected or appointed officer of the City, may be a partner, officer, director or proprietor of Proposer or Proposer, and further, that no such City employee or elected or appointed officer, or the spouse, parent or child of any of them, alone or in combination, may have a material interest in the Vendor or Proposer. Material interest means direct or indirect ownership of more than 5% of the total assets or capital stock of the Proposer. Any exception to these above described restrictions must be expressly provided by applicable law or ordinance and be confirmed in writing by City. Further, Proposer recognizes that with respect to this transaction, if any Proposer violates or is a party to a violation of the ethics ordinances or rules of the City, the provisions of Miami- Dade County Code Section 2-11.1, as applicable to City, or the provisions of Chapter 112, part III, Fla. Stat., the Code of Ethics for Public Officers and Employees, such Proposer may be disqualified from furnishing the goods or services for which the proposal is submitted and may be further disqualified from submitting any future bids or statements for goods or services to City.

Proposer must complete and execute the Business Entity Affidavit form. The term "Proposer," as used in this section specifically includes any person or entity making and submitting a statement to the City for the provision of goods and/or services to City.

Lack of knowledge by the Proposer will in no way be a cause for relief from responsibility. Non-compliance with all local, state, and federal directives, orders, and laws may be considered grounds for termination of contract(s).

1.11 CONE OF SILENCE

Notwithstanding any other provision in the specifications, the provisions of Section 2-11.1 Conflict of Interest and Code of Ethics Ordinance, as set forth in subsection (t) "Cone of Silence," of the Miami-Dade County Code are applicable to this transaction.

The Cone of Silence shall be imposed on this RFP upon its advertisement. The Cone of Silence prohibits the following activities:

- Any communication regarding this RFP between a potential vendor, service provider, Proposer, lobbyist or consultant and the City's professional staff;
- (2) Any communication regarding this RFP between the Mayor, Council members and any member of the Mayor and Council's professional staff;
- (3) Any communication regarding this RFP between potential vendor, service provider, Proposer, lobbyist or consultant and any member of a selection committee;
- (4) Any communication regarding this RFP between the Mayor, Council members and any member of the selection committee therefore;
- (5) Any communication regarding this RFP between any member of the City's professional staff and any member of the selection committee; and
- (6) Any communication regarding this RFP between a potential vendor, service provider, Proposer, lobbyist or consultant and the Mayor or Council

Pursuant to Section 2-11.1(t)(1)(a)(ii), the Cone of Silence shall terminate at the time the Manager makes his/her written recommendation to the City Council. However, if the City Council refers the Manager's recommendation back to the Manager or staff for further review, the Cone of Silence shall be re-imposed until such time as the Manager makes a subsequent written recommendation.

The Cone of Silence shall not apply to:

- oral communications at pre-bid conferences;
- (2) oral presentations before selection of evaluation committees;

- (3) public presentations made to the City Council during any duly noticed public meeting;
- (4) written communications regarding a particular RFP, RFP, or bid between a potential vendor, service provider, Proposer, bidder, lobbyist or consultant and the City's Purchasing Agent or City employee designated responsible for administering the procurement process of such RFP, RFP, or bid, provided the communication is limited strictly to matters of process or procedure already contained in the corresponding solicitation document;
- (5) communications with the City Attorney and his or her staff;
- (6) duly noticed site visits to determine the competency of bidders/Proposers regarding a particular bid/statement during the time period between the opening of bids and the time the City Manager makes his or her written recommendation;
- (7) any emergency procurement of goods or services pursuant to City Code;
- (8) responses to the City's request for clarification or additional information pursuant to section 1.10 of this RFP;
- (9) contract negotiations during any duly noticed public meeting;
- (10) communications to enable City staff to seek and obtain industry comment or perform market research, provided all communications related thereto between a potential vendor, service provider, Proposer, bidder, lobbyist, or consultant and any member of the City's professional staff including, but not limited to, the City Manager and his or her staff are in writing or are made at a duly noticed public meeting.

Violation of the Cone of Silence by a particular bidder or Proposer shall render the RFP award or bid award to said bidder or Proposer voidable by the City Council and/or City Manager. Please contact the City Attorney for any questions regarding Cone of Silence compliance.

1.12 FLORIDA GOVERNMENT IN THE SUNSHINE LAW

As a Florida municipal corporation, the City is subject to the Florida Sunshine Act and Public Records Law. By submitting a Proposal, Proposer acknowledges that the materials submitted with the Proposal and the results of the City of Doral evaluation are open to public inspection upon proper request. Proposer should take special note of this as it relates to proprietary information that might be included in its Proposal.

1.13 CANCELLATION

In the event any of the provisions of this RFP are violated by the Awarded Proposer, the City Manager shall give written notice to the Awarded Proposer stating the deficiencies and, unless deficiencies are corrected within ten (10) days, recommendation will be made to the City Council for immediate cancellation. The City reserves the right to terminate any contract resulting from this invitation at any time and for any reason, upon giving thirty (30) days prior

written notice to the other party. No consideration will be given for anticipated loss of revenue on the canceled portion of the Contract.

1.14 ASSIGNMENT

The Awarded Proposer shall not assign, transfer, convey, sublet or otherwise dispose of this contract, including any or all of its right, title or interest therein, or his or its power to execute such contract to any person, company or corporation without prior written consent of the City of Doral.

1.15 PROPERTY

Property owned by the City of Doral is the responsibility of the City of Doral. Such property furnished for repair, modification, study, etc., shall remain the property of the City of Doral. Damages to such property occurring while in the possession of the Awarded Proposer shall be the responsibility of the Awarded Proposer.

1.16 TERMINATION FOR DEFAULT

If the Awarded Proposer defaults in its performance under this Contract and does not cure the default within thirty (30) days after written notice of default, the City may terminate this Contract, in whole or in part, upon written notice without penalty to the City. In such event, the Awarded Proposer shall be liable for damages, including, but not limited to, the excess cost of procuring similar supplies or services: provided that if, (1) it is determined for any reason that the Awarded Proposer was not in default or (2) the Awarded Proposer's failure to perform is without his control, fault or negligence, the termination will be deemed to be a termination for the convenience of the City.

1.17 TERMINATION FOR CONVENIENCE

The City Manager may terminate the Contract that may result from this RFP, in whole or in part, upon thirty (30) days prior written notice when it is in the best interests of the City. If so terminated, the City shall be liable only for payment in accordance with the payment provisions of the Contract for those services rendered prior to termination.

1.18 ANTI-TRUST PROVISION

At such times, as may serve its best interest, the City reserves the right to advertise for, receive, and award additional contracts for these herein items, and to make use of other competitively bid (government) contracts for the purchase of these goods and/ or services as may be available.

1.19 PUBLIC RECORDS, AUDIT RIGHTS AND RECORDS RETENTION

Upon award recommendation or thirty (30) days after the opening of RFP responses, whichever is earlier, any material submitted in response to this Request for Qualifications will become a "Public Record" and shall be subject to public disclosure consistent with Chapter 119, Florida Statutes (Public Record Law). Proposers must claim the applicable exemptions to disclosure provided by law in their response to the Request for Qualifications by identifying materials to be protected and must state the reasons why exclusions from public disclosure is necessary and legal. The City reserves the right to make any final determination on the applicability of the Public Records Law. The Awarded Proposer agrees to provide access to the City, or any of their duly authorized representatives, to any books, documents, papers, and records of the Awarded Proposer which are directly pertinent to the contract, for the purposes of audit, examination, excerpts, and transcriptions. The Awarded Proposer shall maintain and retain any and all of the aforementioned records after the expiration and/or termination of the agreement, as provided by Chapter 119, Florida Statutes.

1.20 CAPITAL EXPENDITURES

Awarded Proposer understands that any capital expenditures that the Awarded Proposer makes, or prepares to make, in order to perform the services required by the City of Doral, is a business risk which the Awarded Proposer must assume. The City of Doral will not be obligated to reimburse amortized or unamortized capital expenditures, any other expenses, or to maintain the approved status of the Awarded Proposer. If Awarded Proposer has been unable to recoup its capital expenditures during the time it is rendering such services, it shall not have any claim upon the City of Doral.

1.21 GOVERNING LAW AND VENUE

The validity and effect of the Contract shall be governed by the laws of the State of Florida. The parties agree that any administrative or legal action, mediation, or arbitration arising out of this Contract shall take place in Miami-Dade County, Florida.

1.22 ATTORNEY FEES

In connection with any litigation, mediation, or arbitration arising out of this Contract, each party will pay its' attorney's fees.

1.23 NO PARTNERSHIP OR JOINT VENTURE

Nothing contained in this Contract will be deemed or construed to create a partnership or joint venture between the City of Doral and Awarded Bidder/Proposer, or to create any other similar relationship between the parties.

1.24 TERMS AND CONDITIONS OF AGREEMENT

The Agreement to be entered into with the Awarded Proposer will include, but not be limited to, the following terms and conditions:

A. The Awarded Proposer agrees to indemnify, defend and hold harmless the City, its officers, elected officials, agents, volunteers and employees, from and against any and all liability, claims, demands, damages, fines, fees, expenses, penalties, suits, proceedings, actions and cost of action, including attorney's fees for trial and on appeal, and of any kind and nature arising or growing out of or in any way connected with the performance of the Agreement whether by act or omission of the Awarded Proposer, its agents, servants, employees or others, or because of or due to the mere existence of the Agreement between the parties; unless said claim for liability is caused solely by the negligence of the City or its agents or employees.

The Awarded Proposer shall further indemnify, defend and hold harmless the City, its elected officials, its Officers, employees, agents and volunteers (collectively referred as "Indemnitees") against all loss, costs, penalties, fines, damages, claims, expenses, including attorney's fees, or liabilities ("collectively referred to as "liabilities") by reason of any injury to, or death of any person, or damage to, or destruction, or loss of any property arising out of, resulting from, or in connection with the performance, or non-performance of the services contemplated by this agreement which is, or is alleged to be directly, or indirectly caused, in whole, or in part by any act of omission, default, or negligence of the Awarded Proposer, its employees, agents, or sub-contractors.

- B. The Awarded Proposer shall pay all royalties and assume all costs arising from the use of any invention, design, process materials, equipment, product or device which is the subject of patent rights or copyrights. Awarded Proposer shall, at its own expense, hold harmless and defend the City against any claim, suit or proceeding brought against the City which is based upon a claim, whether rightful or otherwise, that the goods or services, or any part thereof, furnished under the contract, constitute an infringement of any patent or copyright of the United States. The Awarded Proposer shall pay all damages and costs awarded against the City.
- C. An understanding and agreement, by and between the Awarded Proposer and the City, that the completion time as specified in Awarded Proposer's submission will be met and that all work shall be executed regularly, diligently, and uninterrupted at such rate of progress as will ensure full completion thereof within the time specified.

[End of Section 1. This space left intentionally blank.]

SECTION 2.0: SPECIAL CONDITIONS

2.1 PURPOSE

By way of this RFP, the City is soliciting proposals from interested parties and/or firms for the provision of Construction Management Services for the construction of the new NW 114th Avenue Park in the City of Doral. Through an at-risk relationship and a guaranteed maximum price amendment, one firm will be chosen to manage and conduct preconstruction services and, upon acceptance of the GMP by the City, provide construction services for the Project. The selected firm shall function as a general contractor responsible for assisting the City and its design professionals in the finalization of the project drawings and specifications, offering a GMP for the construction, and, if the GMP is accepted by the City, scheduling, coordinating, and executing the successful and accurate construction of the project in timely manner.

2.2 QUALIFICATIONS / EXPERIENCE OF PROPOSERS

All firms/individuals that submit a proposal shall meet, but not be limited to, the following minimum qualifications:

Each firm/individual must satisfy the minimum requirements specified herein to be considered for this solicitation. Firms/individuals that do not meet the minimum requirements as determined by the City (in its sole discretion) will be disqualified. All decisions of the City are final. Firms/individuals must demonstrate key project personnel have the appropriate licenses, registrations and certifications to perform the Services; and submit proof of authorization to transact business in the State of Florida from the Secretary of the State of Florida. Each firm/individual shall include a detailed proposal, limited to fifteen (15) pages with appropriate examples of similar past projects that addresses the evaluation criteria set forth in **Section 4.2.4** herein. Firm shall provide an Organizational Chart, the name of the Proposed Project Manager with that person's experience.

Firms/individuals shall submit written evidence of insurability from the firm's/individual's insurance company, for the types and amounts of insurance specified in Section 2.9.

The Proposer must show proof of having met these minimum requirements on the "Proposer Qualification Statement" in Section 5. THE CITY WILL NOT ACCEPT ANY SUBSTITUTION FOR THIS FORM.

2.3 LICENSING

Successful Proposer must provide a copy of their occupational/business license and State registration at time of award. State of Florida registration can be downloaded and printed via www.sunbiz.org.

2.4 TERM OF CONTRACT

The City and the Awarded Proposers shall execute a contract ("Agreement") within thirty (30) days after Notification of Award based upon the requirements set forth in the this RFP through action taken by the City Council at a fully authorized meeting, in substantially the form attached hereto as Exhibit "B" (the "Agreement"). If the Proposer awarded the project fails to enter into an Agreement as herein provided, the award may be declared null and void, and the project may be awarded to the next most responsible and responsive Proposer, or re-advertised, as determined by the City.

The initial term of the Agreement awarded pursuant hereto shall be from the effective date of the Agreement and shall run through the completion of the preconstruction services, unless the City accepts the GMP at which point the Agreement shall run through the completion of project until such time as the project is issues a final certificate of occupancy or such other corresponding final approval.

2.5 PRICING

If the Proposer is awarded a contract under this RFP solicitation, the price sheet quoted by the Proposer for any and all portions of the Services shall remain fixed and firm throughout the term of this Agreement. However, the Proposer may offer incentives and discounts from this fixed price to the City at any time during the contractual term.

It is the Awarded Proposer's responsibility to request any pricing adjustment under this provision. For any adjustment to commence on the first day of any exercised option period, the request for adjustment should be submitted 90 days prior to expiration of the then current contract term. The adjustment request should not be in excess of the relevant pricing index change. If no adjustment request is received from the vendor, the City will assume that the vendor has agreed that the optional term may be exercised without pricing adjustment. Any adjustment request received after the commencement of a new option period may not be considered.

2.6 STATEMENT FORMAT AND SIGNATURES

To receive consideration, the proposal must be submitted on the forms as provided by the City. This RFP must be submitted in its entirety, with all forms executed, each section signed as read and understood, and the response forms completely filled out. Statements must be typed or printed in black or blue ink only. Use of erasable ink is not permitted. All corrections must be initialed. Any information to be submitted as part of any proposal may be attached behind the Solicitation Response form. Copies may be obtained from the City Clerk, 8401 NW 53rd Terrace, Doral, FL 33166. Statements by corporations must be executed in the corporate name by the President or other corporate officer accompanied by evidence of authority to sign. The corporate address and state of incorporation must be shown below the signature. Statements by partnerships must be executed in the

Partnership name and signed by a partner, whose title must appear under the signature and the official address of the partnership must be shown below the signature.

Refer to section 4.2 for format guidelines.

2.7 METHOD OF AWARD

The City will open all submittals received prior to the stated deadline in a public forum and will announce the name of the Proposers. In order to be deemed responsive the statements of qualifications must meet or exceed the minimum requirements established in Section 4.2.4 and contain all required forms listed and provided in Section 5 of this solicitation. The City of Doral shall be the sole judge in determining Proposer's qualifications.

The City, at its sole discretion, reserves the right to inspect any/all Proposer's credential and/or facilities to determine their capability of meeting the requirements for the Contract. Also, hourly rates, responsibility, and responsiveness of the Proposer, the financial position, experience, staffing, equipment, materials, references, and past history of service to the City and/or with other units of state, and/or local governments in Florida, or comparable private entities, will be taken into consideration in the Award of the Agreement.

Upon approval of the City Council, a contract shall be awarded to one Proposer selected as the most responsible, responsive Proposer meeting all selection criteria. Any award made shall be subject to execution of contract in a form and substance, which is approved by the City Attorney. The City of Doral reserves the right not to award or to reject any proposal from vendors that are currently in litigation with the City of Doral or as a result of any prior lawsuit with the City of Doral.

The City's selection committee will evaluate proposals and will recommend the Proposer which meets the best interests of the City. The City shall be the sole judge of its own best interests, the statement, and the resulting negotiated agreement. The City's decisions will be final.

The purpose of the Evaluation Process is to judge the proposals submitted in response to this RFP and to establish the most advantageous proposal, further identified as the #1 or highest ranked firm/individual. Each proposal will be evaluated by each Selection Committee member using the procedures outlined herein.

Phase I - The City will evaluate all Proposals to select a firm/individual or may "shortlist" firms/individuals that will advance to Phase II of the selection process.

Based on the number of proposal received, the Selection Committee may elect that all Proposers participate in the Phase II evaluation process and not utilize the Phase I evaluation. The City may also decide that the Phase II portion of the process is not necessary and recommend for award based upon Phase I only.

The City may conduct interview presentations and re-evaluate and score "shortlisted" firms/individuals to establish a ranking of the "shortlisted" firms/individuals.

PHASE II — EVALUATION

All finalists are in equal standing at the beginning of Phase II Evaluation. For further clarification, the City may require each finalist to provide discussions, interviews, phone conferences, oral presentations, and clarification of the Proposals submitted. This information will allow each firm/individual an opportunity to provide the Selection Committee additional insight regarding their statement and that of the qualifications of the firm/individual. Each Selection Committee member shall evaluate and award points in accordance with the Scoring Criteria specified for each of the Categories. The points awarded for each Category will be totaled, ranked and tabulated as described in Section 2.7 to determine the top ranked firm/individual.

EVALUATION CATEGORIES — PHASE I & II

Summarized below are the Categories for Evaluation:

EVALUATION CATEGORIES & POSSIBLE POINTS

	Evaluation Criteria For Phase I	Point
Experience	Firms/individuals must demonstrate that past experience set forth in section 2.2 and 4.2.4 which includes at least serving as the lead general contractor on one (1) park or similar project in the last five (5) years. Provide a list of related park projects or similar type of work with contact names and numbers. Give date, size, scope and cost of each project, including a list of change orders and amounts. Provide a description of the approach used, as appropriate. Information provided should illustrate the firm's/individual's ability to coordinate and manage multi- disciplinary projects of this nature, as well as a history of completing projects in a timely manner with consistent quality and within budget constraints. Please note that an emphasis will be noted for functionality without deteriorating from the aesthetics. Along with, specializing in designing areas which include individuals with disabilities.	Assign 25
Capacity	Firms/individuals must demonstrate that it/he/she has sufficient personnel, and financial resources to handle the proposed project workload in a timely and cost effective manner.	15

	Total Points Possible	100
	Score #1: Lowest Lump Sum Price/Proposer's Price x 5 Score #2: Lowest Proposed Margin/Proposer's Margin x 20 Total Score: Score #1 + Score #2	
Pricing	Firms/individuals must provide a proposed lump sum amount for pre- construction services and proposed overhead/profit margin as a percentage of the Guaranteed Maximum Price (GMP) to calculate the score in this section. Example:	
Responsiveness to Scope of Services		
Understanding &	4.2.4.	15
Past Performance	Firms/individuals must have demonstrable ability to perform all services specified herein through reference checks. Provide a list of three (3) client references with contact names and telephone numbers for park projects completed within the last five years. While past work completed for the City may be provided, Proposers shall not use City of Doral staff as references.	

	Evaluation Criteria For Phase II (Presentation)	Points
Experience	Firms/individuals must demonstrate that past experience set forth in section 2.2 and 4.2.4 which at least serving as the lead general contractor on one (1) park or similar project in the last five (5) years. Provide a list of related park projects or similar type of work with contact names and numbers. Give date, size, scope and cost of each project, including a list of change orders and amounts. Provide a description of the approach used, as appropriate. Information provided should illustrate the firm's/individual's ability to coordinate and manage multi- disciplinary projects of this nature, as well as a history of completing projects in a timely manner with consistent quality and within budget constraints. Please note that an emphasis will be noted for functionality without deteriorating from the aesthetics. Along with, specializing in designing areas which include individuals with disabilities.	

Presentation	Additional insight in regards to Organization, Professionalism, Management, Communication, and qualifications of the firm/individual.	25
Scope of Services		
Responsiveness to	Section 4.2.4.	
Understanding &	Firms/individuals must demonstrate how they meet section 3 and	25
Past Performance	Firms/individuals must have demonstrable ability to perform all services specified herein through reference checks. Provide a list of three (3) client references with contact names and telephone numbers for a minimum 1 recreation facility or similar municipal facility in the last five (5) years. Proposers shall not use City of Doral staff as references.	

TIE STATEMENTS

Whenever a tie occurs for the top ranking position after the Phase II evaluation, the Selection Committee will review the time-stamp of the submittal of the RFP to determine the earliest received RFP. The selection committee shall award the earliest submitted statement the highest ranking in a tie scenario.

AWARD OF CONTRACT

The City anticipates entering into a contract with the person/firm whose Proposal is judged by the City to be most advantageous. The City anticipates awarding one contract.

The firms/individuals understand that this RFP does not constitute an offer or a contract with the City. A contract shall not be deemed to exist and is not binding until statements are reviewed and accepted by appointed staff, the best statement has been identified, negotiations with the firm/individual has been authorized by the appropriate level of authority within the City, an agreement has been executed by parties and approved by the appropriate level of authority within the City.

In the event the parties are unable to negotiate terms acceptable to the City, the City may determine to accept the offer of the next highest ranked firm/individual determined by the Selection Committee, or it may re-solicit statements.

2.8 DUE DATE

All proposals are due no later than **October 21, 2014 at 11:00am EST** or any time prior thereto at the City Clerk's Office, City Hall, 8401 NW 53rd Terrace, Doral, FL 33166. All statements received will be publicly opened on the date and the time specified. All statements received after that time shall be returned unopened.

Original Submittal and six (6) copies must be presented in separate three ring binders. Two (2) CD copies of entire submittal must be located in the front pocket of the binder

containing the original submittal. CD copies must be properly labeled with the Proposer's name and "RFP#2014-36 Request for Qualifications for Construction Manager At-Risk Firm to Provide Preconstruction and Construction Services via a Guaranteed Maximum Price Amendment for the NW 114th Avenue Park".

Original submittal and six (6) copies must be submitted in a sealed envelope or box/container clearly marked with the RFP title. EMAILED OR FAXED statements will not be accepted. THE SOLICITATION RESPONSE FORM SHALL BE ATTACHED TO THE EXTERIOR OF THE PACKET.

Submittals received after the closing time and date, for any reason whatsoever, will not be considered. Any disputes regarding timely receipt of statements shall be decided in the favor of the City of Doral. Firms/individuals shall assume full responsibility for timely delivery at the location designated for receipt of submittals. The City of Doral will not be responsible for statements received after opening time and encourages early submittal. Statements received by the City after the time specified for receipt will not be considered.

All information required by this Request for Qualifications must be supplied to be deemed a complete submittal.

SOLICITATION RESPONSE FORM SHALL BE ATTACHED TO THE OUTSIDE OF THE SEALED SUBMITTAL.

2.9 INSURANCE REQUIREMENTS

Successful Proposer shall maintain, at their sole expense, during the term of this agreement the following insurances (to be furnished at time of award):

I. Commercial General Liability

A. Limits of Liability

Bodily Injury & Property Damage Liability

Each Occurrence\$1,000,000Policy Aggregate\$2,000,000Personal and Advertising Injury\$1,000,000Products/Completed Operations\$1,000,000

B. Endorsements Required

City of Doral listed as an additional insured Primary Insurance Clause Endorsement Contingent and Contractual Liability Premises and Operations Liability Explosion, Collapse & Underground Hazard

II. Automobile Liability (If Applicable)

\$1,000,000

Owned or Scheduled Autos, including Hired and Non Owned Autos City of Doral listed as an additional insured

III. Workers Compensation

Statutory Limits- State of Florida

Employer's Liability

A. Limits of Liability

\$1,000,000 for bodily injury caused by an accident, each accident \$1,000,000 for bodily injury caused by disease, each employee \$1,000,000 for bodily injury caused by disease, policy limit

IV. Contractor's Professional Liability/Error's & Omissions

A. Limits of Liability

Each Claim

\$3,000,000

Policy Aggregate

\$3,000,000

Retro Date Included

V. Umbrella Liability (Excess Follow Form)

A. Limits of Liability

Each Occurrence

\$10,000,000

Policy Aggregate

\$10,000,000

City of Doral listed as additional insured

VI. OCP

A. Each Occurrence

\$1,000,000

Policy Aggregate

\$1,000,000

City of Doral listed as named insured

VII. Builder's Risk/Installation Floater

Causes of Loss: All Risk/Special Form Coverage

Valuation: Replacement Cost

Deductible: 10,000 AOP, 5% Wind and Hail/Flood

Primary/Excess Flood, if applicable

City of Doral Listed as additional insured and loss payee Coverage Extensions as provided by insurance carrier The above policies shall provide the City of Doral with written notice of cancellation or material change from the insurer in accordance to policy provisions.

Companies authorized to do business in the State of Florida with the following qualifications shall issue all insurance policies required above:

The Company must be rated no less than "A-" as to management, and no less than "Class V" as to financial strength, by the latest edition of Best Insurance Guide published by A.M. best Company, or its equivalent. All policies or certificates of insurance are subject to review and verification by Risk Management

2.10 EXCEPTIONS TO SPECIFICATIONS

Exceptions to the specifications shall be listed on the Statement Form and shall reference the section. Any exceptions to these Sections may be cause the Bid/Statement to be considered non-responsive.

2.11 COMPLETE PROJECT REQUIRED

The Services to be performed under any Agreement resulting from this RFP shall consist of furnishing all tools, equipment, materials, supplies, and manufactured articles and for furnishing all transportation and services, including fuel, power, water, and essential communications, and for the performance of all labor, work, or other operations required for the fulfillment of the Agreement in strict accordance with the Agreement Documents. The Services shall be complete and all work, materials, and services not expressly shown or as called for in the Agreement Documents which may be necessary for the complete and proper completion of the Services in good faith shall be performed, furnished, and installed by the Awarded Providers as though originally so specified or shown, at no increase in cost to the City.

2.12 INQUIRIES

Any questions regarding this Statement shall be directed in writing to the Procurement Division via email at procurement@cityofdoral.com. All inquiries must have in the subject line the following: RFP#2014-36 Request for Qualifications for Construction Manager At-Risk Firm to Provide Preconstruction and Construction Services via a Guaranteed Maximum Price Amendment for the NW 114th Avenue Park

If your request is seeking a public record, such as, without limitation, a Proposer list or award list, it must be submitted to the City Clerk and not to the e-mail stated above.

Proposers requiring clarification or interpretation of the RFP must submit them via email on or before October 10, 2014, 12:00pm. The firm/individual submitting the request shall be responsible for its timely delivery. Written responses will be compiled and shall be issued only in addendum format and distributed to all potential Proposers. In addition, inquiries and responses may also be posted on the City of Doral website.

2.14 ATTACHED FORMS

2.14.1 Non-Collusion Affidavit

Each Prime Proposer shall complete the Non-Collusion Affidavit and shall submit the executed form with the Proposals. City considers the failure of the Proposer to submit this document to be a major irregularity and shall be cause of rejection of submissions.

By offering a submission pursuant to this Invitation to Participate, the Party certifies the Proposer has not divulged, discussed or compared his response with other Parties and has not colluded with any other Proposers or parties to this Proposal whatsoever. Also, the Proposer certifies, and in the case of a joint response, each Proposer thereto certifies, as to his own organization, that in connection with this Proposals.

No attempt has been made or will be made by the Proposer to induce any other person or firm to submit or not to submit a Proposal for the purpose of restricting competition.

The only person or persons interested in this Proposal, principal or principals is/are named therein and that no person other than therein mentioned has any interest in this Proposal or in the contract to be entered into.

2.14.2 Prohibition on Contingent Fees

As part of any Proposal, the Proposer shall warrant, by way of the attached Contingent Fees Affidavit, that that he/she/it has not employed or retained any company or person, other than a bona fide employee working solely for the Proposer to solicit or secure the agreement that may result from this RFP and that he or she has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Proposer any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this agreement. For the breach or violation of this provision, the City shall have the right to terminate the agreement without liability and, at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

2.14.3 Americans with Disabilities

As part of any Proposal, each Prime Proposer must submit an executed American with Disabilities Act Non-Discrimination Statement, in accordance with attesting to compliance with 42 U.S.C. Section 12101 et, seq.

2.14.4 Compliance with Equal Employment Opportunity

The Prime Proposer shall comply with Title VII of the Civil Rights Act of 1964 42 U.S.C. Section 2000e et seq., Section 504 of the Rehabilitation Act of 1973 29 U.S.C Section701 et seq., and Title I of the Americans with Disabilities Act, 42 U.S.C Section 12101as of 1990 in that: No person in the United States shall on the grounds of race, creed, color, national origin, sex, age, political affiliation, beliefs or disability be subject to discrimination under any program or activity which the Proposer has agreed to undertake by and through the covenants, and provisions set forth in this Contract.

2.14.5 Public Entity Crimes

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

2.14.6 Truth in Negotiating Certificate

As part of any Proposal, the Proposer shall certify, covenant, and warrant, by way of the attached Truth in Negotiating Certificate form, that wage rates and other factual unit costs supporting the compensation for projects and services that may be offered pursuant to this Request for Proposals and the Agreement related thereto will be accurate, complete, and current at the time of contracting. The Proposer further agrees that the price provided under separate, project specific agreements and any additions thereto shall be adjusted to exclude any significant sums by which the City determines the agreement price was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. All such agreement adjustments shall be made within one (1) year following the end of each corresponding agreement. For purpose of this certificate, the end of the agreement shall be deemed to be the date of the final billing or acceptance of the work by the City, whichever is later. The undersigned firm is furnishing this Truth in Negotiating Certificate pursuant to Section 287.055(5)(a) of the Florida Statutes for the undersigned firm to receive a

continuing agreement for professional architecture and engineering services with the City of Doral, Florida.

The above referenced forms are included in 'Forms / Deliverable' at Section 6 of this RFP. Please ensure that you read these forms, and all others contained within Section 6 thoroughly, and return them signed and notarized where required. Statements received with incomplete forms may be deemed unresponsive.

[End of Section 2. This space left intentionally blank.]

SECTION 3: TECHNICAL SPECIFICATIONS

3.1 Introduction/Analysis

In November 2013, City of Doral issued Request for Qualification (RFP) No. 2013-29 for the Engineering Services and Related Disciplines for the NW 114th Avenue Park. On April 28, 2013 the Mayor and City Council authorized the Administration to execute an Agreement with Wannemacher Jensen Architects (the "Design Professionals") for the NW 114th Avenue Park Project for architectural, engineering, and landscape architecture services for the for the Project. On May 6th, 2014, the City issued Wannemacher Jensen Architects a Notice to Proceed with the Planning and Design Services for the project.

The program requirements necessitate a park encompassing +/- 18 acres, with a two story community center building with a total gross square footage of approximately 36,000 sf. as well as a separate restroom/concession and storage building with approximately 3,202 square feet, sports fields, playgrounds, and courts for various sports, path and green space. Off-site roadway and drainage improvements to NW 82nd Street adjacent to the sit, as well as pedestrian bridge over NW 114th Avenue and beautification of NW 114th Avenue. The final project may meet, at a minimum, the LEED Bronze rating, with higher rating levels encouraged.

At a minimum, the new NW 114th Avenue Park will include the following amenities:

- Community Center (approximately 36,000 square feet)
- Concession/Restroom Building with Storage and Office (approx. 2,405 square feet)
- Football Artificial Turf Field (1)
- Soccer Artificial Turf Field (1)
- Youth/Adult Softball Field (1)
- Civic Lawn (1)
- Tennis Courts (5)
- High School Regulation-sized Outdoor Basketball Courts (3)
- Junior-sized Outdoor Basketball Court (1)
- Beach Volleyball Courts (2)
- Children's Playground (1)
- Shaded Pavilions (6)
- Band shell (1)
- Splash pad (1)
- Community Garden (1)
- Walking and Running Paths
- Parking Lot on Both Sites

At a minimum, the new NW $114^{\rm th}$ Avenue Park Community Center will include the following amenities:

- Approximately 36,000 square feet
- Indoor Double Gymnasium with High-School-sized Regulation Basketball Courts
- Indoor exercise track (1)
- Community/Cultural Room with Stage and Green Room
- Indoor Playroom (1, approx. 846 square feet)
- Cardio Deck (1, approx. 1,241 square feet)
- Aerobics Room (1, approx. 1,518 square feet)
- Senior Room (1, approx. 698 square feet)
- Arts and Crafts Room (1, approx. 700 square feet)
- Recreational Room (1, approx. 750 square feet)
- Multi-purpose Room (1, approx. 698 square feet)
- Conference Room (1, approx. 552 square feet)
- Lobby/Reception Area (1, approx. 618 square feet)
- Cubbie Room (1, approx. 107 square feet)
- Kitchen with Concession Window (1, approx. 236 square feet)
- Administrative Offices (3, approx. 374 square feet)
- Breakroom (1, approx. 279 square feet)
- IT Rooms (1, approx. 121 square feet)
- Elevator (1)
- Restrooms
- Storage Spaces
- Trash Room
- Loading and Off-Loading Area
- Elevated Pedestrian Overhead Walkway

On February 11, 2009, the Mayor and City Council passed an Ordinance adopting the City of Doral Green Master Plan, providing for City mandatory participation in the Leadership in Energy and Environmental Design ("LEED") Certification Program for new construction or substantial renovations. The design of the facility will integrate building materials and methods that promote environmental quality, economic vitality, and social benefit through the construction and operation of the built environment in accordance with the US Green Building Council LEED Standard. The final project may meet at a minimum the USGBC LEED Bronze certification for new construction, with higher rating levels encouraged.

Under the Construction Manager At-Risk ("CMR") approach sought pursuant to this RFW, the City may enter into the Agreement with a Contractor during the design process which allows the facility to be designed and built-in partnership with the Design Professional, the Contractor, and the City in an environment that fosters creativity, sustainability, innovation, constructability, frugality, quality, for the best price possible in today's market, all working together as a team to deliver a quality product that responds to the needs of the Client which in this case is the City's

Parks & Recreation Department. The CMR approach will evaluate the project documents for any inconsistencies, errors and omissions between the various design disciplines and constructability of the project and advise on the selection of sustainable materials, and means and methods given the current market.

The Project Team, consisting of the City, the Design Professional and CMR, shall work together to produce a quality project with a design that is also buildable in an environment based on a collaborative effort between the three parties in order to work out all the potential conflicts in the project prior to construction. The CMR shall strive to address design issues prior to completion of the design drawings and specifications with the intent of avoiding design and construction cost overruns, change orders and time extensions. It is understood that the Guaranteed Maximum Price provided by the contractor further serves to prohibit cost adjustments. Time is of the essence, and there will be no additional compensation for delays in construction caused for any reason.

By this RFP, the City has requested that Proposers have a proven track record and experience in building at a minimum a **recreation facility**. Because this is the City's first large-scale community center, the City will value highly a contractor that is a leader in the construction industry and has the experience of building successful and functional recreational facilities.

Upon being selected, it is the City's intent to contract with the selected Proposer to perform preconstruction services on a time and material basis, with a not to exceed amount equal to the amount submitted by the Proposer. At the City's request or option, the City may request the selected Proposer to furnish a GMP for the construction of the Project. By certifying a GMP and being willing to build the Project for that amount, the City will enter into a supplemental project agreement/amendment with Proposer for the construction of the project for the GMP.

The City will be requesting the following pre-Construction Services:

- Design Review, Constructability, Code Compliance and Value Engineering
- Review of Onsite and Offsite Conditions
- Cost Estimating and Cost Controls
- Scheduling
- Bidding (Guaranteed Maximum Price submittal & Negotiations)
- Post Construction Services (As-Built Documents, Operation and Maintenance Manuals, Warranty, etc.)

The CMR will be tasked to work with the Design Professional during the course of design to advise the City of the constructability of the design and provide value engineering of the Design Professionals documents, to check the quality of the documents and advice the Owner of the most efficient, and economical ways to build the project pursuant to the Owners goals and objectives for the project. Some of the building systems the CMR will be evaluating are as follows:

HVAC systems, including chillers, pumps, air distribution systems

- Energy Management Systems (EMS)
- Electrical power distribution systems, emergency power generators and automatic transfer switching, uninterruptible power supply systems, lighting control systems
- Fire protection (fire alarm systems, water-based fire protection, automatic fire suppression systems, smoke & fire dampers, etc.)
- Telephone and intercommunications systems
- Renewable Energy Systems (wind, solar, etc.)
- Elevators
- Cable TV and CCTV systems
- Water intrusion envelope (roofing, windows, doors, etc.)
- Plumbing systems, water distribution, sanitary systems, domestic hot water, control valves, re-circulating pumps
- System integration
- Storm water collection and management systems
- Structural Integrity
- Roofing System Design
- ADA Compliance

Upon completion of the preconstruction, the selected proposer may be requested to furnish the City with a GMP, which is subject to restrictions in change order requests and minimizes, or eliminates, additional costs to the City. In order to ensure that the City is successful in negotiating the best value for this project, the City may hire an independent Construction Estimator to provide assistance in validating the selected proposer's construction costs according to the current market.

The estimated construction cost of the Project may range from Fifteen Million Dollars (\$15,000,000.00) to Eighteen Million Dollars (\$18,000,000.00).

3.2 <u>Description of Services Requested</u>

The Construction Manager's Scope of Services shall include, without limitation, all of the Preconstruction Services referenced above and set forth below and, upon approval by the City of the GMP, and as contemplated in any GMP Amendment or Amendments, and such other amendment(s) as necessary to fix and describe the parties' respective rights and responsibilities with respect to the Service and the Project, all of the Construction Services required to complete the Project in strict accordance with the drawings, specifications, and the awarded contract, and to deliver the Project to the City at or below the Guaranteed Maximum Price, when established, and within the Contract time.

The CMR shall review Project requirements, existing on-site conditions and off-site development, surveys and preliminary budget, and make recommendations to the City for revisions. The CMR shall prepare a preliminary Project Schedule in accordance with the Contract Documents and in coordination with the City and the Architect/Engineer, identifying all phases, critical path

activities, and critical duties of each of the Project team members. It is the intention of the City to enter into a contract with a CMR for pre-construction services prior to the 30% design submittal. The CMR shall, at each design phase (i.e. 50% and 90% design development and 100% construction document), review the plans and advise the City and the Architect/Engineer regarding the constructability of the design and of any errors, omissions, or conflicts it discovers. The CMR shall prepare an outline of proposed bid packages and detailed cost estimates, and advise the City regarding trends in the construction and labor markets that may affect the price or schedule of the Project. The CMR shall attend all Project related meetings. The CMR's Preconstruction Services shall be provided, and the City shall compensate the CMR for such services, based upon the CMP cost of time and materials with a not to exceed amount as submitted by the proposer. At the conclusion of the Preconstruction Services, the CMR shall, provide the City a statement for a Guaranteed Maximum Price Amendment for construction phase services and without assuming the duties of the Architect/Engineer, warrant to the City, that the plans, specifications and other Contract Documents are consistent, practical, feasible and constructible, and that the Project is constructible within the contract time.

The successful firm will be tasked with the following duties and responsibilities:

Task 1 – Coordination with the Design Professional: In providing the CMR's services described in this Agreement, the CMR shall maintain a working relationship with the Design Professionals. However, nothing in this Agreement shall be construed to mean that the CMR assumes any of the responsibilities or duties of the Design Professionals. The CMR shall be solely responsible for construction means, methods, techniques, sequence and procedures used in the construction of the Project and for the safety of its personnel, property, and its operations for performing in accordance with the CMR's Agreement with the City. The Design Professionals is responsible for the requirements of the Project as indicated in the Agreement between the City and the Design Professionals. The CMR's services shall be rendered compatibly and in cooperation with the Design Professional's services under the City. It is not intended that the services of the Design Professionals and the CMR be competitive or duplicative, but rather be complementary.

Task 2 – Design Phase: Review of Design Documents, Scheduling, Estimating, and Cost Control: The CMR shall meet with the Design Professionals and City representatives to review the most current Design Professionals' Agreement. The CMR shall ensure that the parties jointly review, modify as necessary, and agree to a single design schedule, to be called the revised most current Design Professional's contract.

The CMR, as a result of the above-noted review of the design documents and recommendations provided to the City, shall be fully responsible for the coordination of the drawings with the written specifications. This includes but is not limited to, the CMR's review of the construction documents in coordination of the drawings and specifications themselves, with the existing buildings and sites to ensure proper coordination and constructability and lack of conflict, and to minimize unforeseen conditions. The CMR shall, during this phase, be responsible for the proper identification and location of all

utilities, services, and other underground facilities which may impact the Project. The CMR agrees specifically that no Contract Amendments shall be requested by the CMR or considered by the City for reasons involving conflicts in the documents; questions of clarity with regard to the documents; and incompatibility, or conflicts between the documents and the existing conditions, utilities, code issues and unforeseen underground conditions.

Task 3 – Bid and Award Phase: The CMR shall prepare a Subcontractor's Prequalification Plan in compliance with the requirements set forth in the agreement with final approval required by the City. The CMR shall submit to the City the CMR's list of pre-approved subcontractors for each element of the Work to be sub-contracted by the CMR. This list shall be developed by the execution by the CMR of the sub-contractor's Pre-qualification Plan noted above. The City reserves the right to reject any sub-contractor proposed for any bid to be considered by the CMR. Any claims, objections or disputes arising out of the

Pre-qualification Plan or list, are the responsibility of the CMR. The CMR shall hold harmless, indemnify, and defend the City, its employees, agents, and representatives in any matter arising out of the pre-qualification plan and/or the sub-contractor's list, except where the sole cause of the matter is a City directed decision.

Task 4 – Guaranteed Maximum Price: After taking, reviewing and identifying the statements from the responsive and responsible sub-contractors, the CMR shall propose to the City, a Guaranteed Maximum Price, which shall be the sum of the proposed sub-contracts and the CMR's General Conditions (including any fee, profit, overhead and all like amounts) and the agreed upon Contingency amount. A minimum of three statements shall be received for each trade. The GMP shall be the full and complete amount for which the CMR agrees to go forward from the receipt of sub-contract bids to the full completion of the Project.

Prior to acceptance and execution of the GMP, the CMR shall submit a Best Value quality control plan that identifies risks and potential risks that the CMR does not control, or risk that is impacted by factors that the CMR does not control, and includes the CMR's plan to minimize that risk. A risk would include such things as, without limitation, existing or potential conditions, situations and/or events that could negatively impact the project's cost, schedule, quality and the City's expectations.

Upon acceptance and execution of the GMP statement by the City, and upon entering into a GMP amendment between the City and the CMR, the CMR shall enter into subcontract agreements with the sub-contractors selected for the amounts included in the GMP Statement for that sub-contract work, and shall function as a General Contractor and comply with the Contract Documents accordingly with regard to the Project as well as a CMR with regard to other services required by the Contract Documents.

Task 5 – Construction Phase: Once the City has accepted the Guaranteed Maximum Price, the City will issue a Guaranteed Maximum Price Amendment which will include the Contract for Construction. CMR activities shall include, but are not limited to:

- Coordinating site construction management services including but not limited to:
 regular job site meetings, maintaining daily on-site project log and schedule report,
 overseeing quality assurance, testing and inspection programs, monitoring
 construction management staff and sub-contractor work performance for deficiencies,
 maintaining record copies of all contract documents, change orders and other
 documentation on site, overseeing construction management staff and subcontractor
 safety programs.
- Staffing each assigned project in a satisfactory manner. As a minimum, the CMR site
 personnel during the construction phase will include: a project manager, a full-time
 project superintendent and project administrative personnel. The CMR shall provide
 site personnel that are competent, English-speaking and able to communicate
 effectively. Accommodations for site personnel should be provided in the form of a
 sheltered work area, restrooms as well as phone and email access.
- Updating and maintaining master project schedules, detailed construction schedules, submittal schedules, inspection schedules and occupancy schedules.
- Preparing a schedule of values associated with the bid package identified and submitting it for approval by the Architect and City's representative(s). All payment requests must be in accordance with the schedule of values approved.
- Processing payment requests for approval by the Architect and the City's representative(s).
- Processing any change orders due to scope modifications and shall submit it for approval by the Architect and the City's representative(s), including a cost estimate of the proposed change.
- Processing requests for information and coordinate with the Architect.
- Providing construction program accounting and reporting to the City as required.
- Providing monthly progress reports to the City.
- Submitting exception-based status reports, associated with the Best Value Quality Control Plan, addressing conditions, situations, and events that introduce risk to the project, in terms of cost, schedule, quality, and City's expectations, and including the CMR's plan to mitigate the risk (s).
- Coordinating with the Architect and City representative(s) the substantial and final inspections, prior to the Architect's approval and issuance of the Certificate of Substantial Completion.

Task 6 – Post-Construction Phase: The CMR will coordinate project closeout, start—up and transition to operation, per the contract for Construction. Activities include but are not limited to:

CMR shall coordinate project close-out, start-up and transition to operation.

- CMR will coordinate with the Architect to provide a complete project record including project manual and CADD drawings to show all construction changes, additions, and deletions compared to the Construction Document (CADD disks will be provided to the CMR by the Architect).
- CMR will coordinate with the City to prepare the Certificate of Final Inspection and obtain final certificate of occupancy.
- CMR will obtain and review for completeness, have corrected if necessary, and submit to the City, following the Architect's approval, all Warranties, Operations and Maintenance Manuals, and other such documents.
- CMR is responsible to the City for Warranties and Guaranties.
- CMR will complete all punch-list items generated by Contractor during their inspections.
- CMR will coordinate and conduct the Occupancy Evaluation and Warranty Inspection.
- CMR will assist in the collection of documents and certificates necessary for LEED Certification, including providing assistance to the City during the process of enhanced commissioning.

[End of Section 3. This space left intentionally blank.]

SECTION 4.0: INSTRUCTIONS FOR PREPARING PROPOSALS

4.1 RULES FOR PROPOSALS

The proposal must name all persons or entities interested in the statement as principals. The proposal must declare that it is made without collusion with any other person or entity submitting a statement pursuant to this RFP.

4.2 PROPOSALS FORMAT

Proposers shall prepare their proposals using the following format and should include, but not be limited, to the following:

4.2.1 Binder and Labeling/Marking Requirements

All submissions (one (1) original and six (6) copies) shall be placed in three-ring binders each. The original and all copies shall be clearly marked accordingly as "original" or "copy." The CD copies and the six (6) required copies must be exact duplicates of the original submission. Failure to provide exact copies shall result in submittal being non-responsive.

4.2.2 Letter of Transmittal

- a. This letter will summarize in a brief and concise manner, the Proposer's understanding of the scope of work and make a positive commitment to timely perform the work.
- b. The letter must name all of the persons authorized to make representations for the Proposer including the titles, addresses, and telephone numbers of such persons. An authorized agent of the Proposer must sign the Letter of Transmittal indicating the agent's title or authority. The letter should not exceed one page in length but will not count toward the 15-page limitation required for Section 4.2.4.

4.2.3 Addendum Acknowledgement

Statement acknowledging receipt of each addendum issued by the City. This page will not count towards the 15-page limit.

4.2.4 Qualification and Experience

Qualifications and experience of the firm(s)/individual(s) who will provide the services: The submission for this section should include the following but the submittal shall be limited to 15 pages; members of the selection committee shall be instructed to disregard any information provided on additional pages. Firm(s)/individual(s) must demonstrate their qualifications in order to be considered. Firms/individuals must demonstrate that

past experience includes the construction and management as the lead contractor at a minimum of one (1) recreation facility or other similar municipal facility within in the last five (5) years.

The binder shall be separated with dividers identifying the following sections:

A. Title Page

Show the name of Proposer's agency/firm, address, telephone number, and name of contact person, email address, date, and the subject: "RFP#2014-36 Construction Manager At-Risk Firm to Provide Preconstruction Services via a Guaranteed Maximum Price (Guaranteed Maximum Price) Amendment for the NW 114th Avenue Park".

B. Table of Contents

Include a clear identification of the material by section and/or by page number.

C. Firm Background

- Details on the qualifications of the applicant/ firm, including documentation of the applicants experience with similar work related to municipal design services to local governments during the past five years. Include firm's size, structure, location of management and charter authorization and licenses to do business in the State of Florida. Also include the firm's national, statewide and local service capabilities. Individual applicants must demonstrate clear capability of experience, schedule capability and references. Describe the organization, date founded and ownership of your firm. Has the firm experienced a significant change in organizational structure, ownership or management during the past three years and, if so, please describe.
- 2. Describe any other business affiliations (e.g., subsidiaries, joint ventures, arrangements).
- Identify the types of accounts primarily serviced by your firm.
- Provide any information on the firm if it has ever been sanctioned, fined or any other legal or license related action has been taken upon it.
- 5. List all memberships in trade associations and member involvement.

Note: Confidential and Proprietary Information. Trade secrets or proprietary information submitted by an Applicant in connection with this pre-qualification process shall not be subject to the disclosure under Chapter 119, F.S., only whenever such information is specifically excluded in that Chapter or another section of the Florida Statutes. However, pursuant to any statutory requirements, Applicant must invoke the protections of any such section(s) prior to or upon submission of the date or other materials to be protected and state the specific statutory citation and the reasons why protection is necessary. Failure to abide by this procedure may result in disclosure of the Applicant's information.

D. Team's Experience

- 1. Indicate the firm's number of years of experience in providing CMR Services or Design Build services for projects of the same size and complexity as required by this RFP.
- 2. The firm must demonstrate an ability to provide multi-disciplinary management in the areas of facility assessment, scope definition/validation, planning, public engagement, cost estimating, scheduling, quality control and assurance plan, building code review/inspection, design, and construction, closeout, and warranty services.
- 3. List all successfully completed projects comparable in design, scope, size and complexity, undertaken in the past five (5) years. Describe the scope of each project in physical terms and by cost, describe the Proposer's responsibilities, and provide the name and contact telephone number of an individual in a position of responsibility who can attest to Proposer's activities in relation to the project.
- 4. List the firm's successfully completed projects comparable in design, scope, size and complexity, undertaken in the past five (5) years that achieved a USGBC LEED Silver certification for new construction or greater;
- 5. List the firm's personnel that have achieved LEED Accreditation.
- 6. Provide the name(s) of the person, within your organization who was most actively concerned with managing each project;
- 7. List and describe all legal claims against any member of the team alleging errors and/or omissions, or any breach of professional ethics, including those settled out of court, during in the past five (5) years.
- 8. Describe the firm's experience in LEED certified projects and how this experience will be invaluable in navigating the City through the LEED certification process from design through construction and warranty period to achieve the certification it requires. In addition, describe sustainable materials, practices and building systems which the firm has successfully used in other LEED certified projects.

F. Project Manager's Experience

Provide a comprehensive summary of the experience and qualifications of the individual who will be selected to serve as the Project Manager. This individual must have a minimum of five (5) years' experience in the management of construction projects, participated on a LEED certified project and possess extensive knowledge in the management of construction projects, value engineering, working in a team environment, is well versed in project schedules and budgeting. Furthermore, this individual should have

served as Project Manager on projects having the same size (i.e., construction budget of \$5 million or greater) and complexity, one of which is required to have achieved a USGBC LEED Silver certification as required by this RFP.

G. Previous Similar Projects

Provide a list of a minimum of five (5) projects which demonstrate the Team's experience in providing the services two of which are required to have achieved a USGBC LEED Silver certification as required under this RFP and in the scope of services for this project. Please provide the following information for each sample project.

- 1. Client name, address, phone number, email
- 2. Consultant name, address, phone number, fax and/or e-Mail address
- 3. Description of the scope of the work
- 4. Role of the firm and the responsibilities
- Month and Year the project was started and completed
- 6. Total cost and/or fees paid to your firm
- 7. Total cost of the construction, estimated and actual

H. Personnel

- 1. Provide a summary organizational chart showing your team. Identify the primary contact/project manager and describe the roles of each key person.
- 2. Provide a spreadsheet showing all key professionals who will be directly responsible for services to the City. Include the following information; title, number of years at your firm, total number of years of experience with public entities, professional designations or licenses and peer review evaluations.

I. Risk-Assessment Plan (RAP)

All Consultants must submit a Risk-Assessment Plan. The RAP must not be longer than two (2) pages front side of page only should be included within the RFP response. The RAP should address the following items in a clear and generic language:

- Potential project risks. (Areas that may cause the Contractor not to finish on time, not finish with budget, cause any change orders, or be a source of dissatisfaction with the owner)
- 2. Explanation of how the risks can be avoided/minimized
- 3. Propose any options that could increase the value of this project

4. Explain the benefits of the RAP. Address the quality and performance differences in terms of risk minimization that the City can understand and what benefits the option will provide to the user. No brochures or marketing pieces please.

F. Pre-Construction Services and Overhead/Profit Margin

- The Proposer shall submit the lump sum amount of proposed pre-construction services using the template provided in Exhibit A.
- 2. The Proposer shall submit the proposed overhead/ profit margin, as a percentage, using the template provided in Exhibit A.

4.2.5. Resumes

Qualifications and experience of the individual(s) who will provide the services shall be shown on Resumes. Each resume shall be no more than one page. Members of the selection committee shall be instructed to disregard any information provided on additional pages. The resume portion of the submittal shall not count toward the 15 page limit.

[End of Section 4. This space left intentionally blank.]

SECTION 5.0: STATEMENT SUBMITTAL FORM:

RFP#2014-36

THIS STATEMENT IS SUBMITTED TO:
City of Doral
8401 NW 53rd Terrace
Doral, Florida 33166

- The undersigned Proposer proposes and agrees, if this RFP is accepted, to enter into an agreement with The City of Doral to perform and furnish all goods and/or services as specified or indicated in the Agreement Documents for the Agreement Price and within the Agreement Time indicated in this RFP and in accordance with the other terms and conditions of the Agreement Documents.
- Proposer accepts all of the terms and conditions of the RFP and Instructions to Proposers, including without limitation those dealing with the disposition of RFP Security. This RFP will remain subject to acceptance for 90 days after the day of RFP opening. Proposer agrees to sign and submit the Agreement with the Bonds and other documents required by the RFP Requirements within ten days after the date of City's Notice of Award.
- 3. In submitting this Statement, Proposer represents, as more fully set forth in the Agreement, that:

(a)	Proposer has examined copies Addenda (receipt of all which is h	of all the RFP Documents and of the following ereby acknowledged.)
	Addendum No.	Dated:

Addendum No.	Dated:
Addendum No	Dated:
Addendum No	Dated:
Addendum No	Dated:

- (b) Proposer has familiarized themselves with the nature and extent of the Agreement Documents, required goods and/or services, site, locality, and all local conditions and Law and Regulations that in any manner may affect cost, progress, performance, or furnishing of the Work.
- (c) Proposer has studied carefully all reports and drawings of subsurface conditions and drawings of physical conditions.
- (d) Proposer has obtained and carefully studied (or assumes responsibility for obtaining and carefully studying) all such examinations, investigations, explorations, tests and studies (in addition to or to supplement those referred to in (c) above) which pertain to the subsurface or physical conditions at the site or otherwise may affect the cost, progress, performance, or furnishing of the Work at the Agreement Price, within the Agreement Time and in accordance with the other

- terms and conditions of the Agreement Documents, and no additional examinations, investigations, explorations, tests, reports or similar information or data are or will be required by Proposer for such purposes.
- (e) Proposer has correlated the results of all such observations, examinations, investigations, explorations, tests, reports, and studies with the terms and conditions of the Agreement Documents.
- (f) Proposer has given the City written notice of all conflicts, errors, discrepancies that it has discovered in the Agreement Documents and the written resolution thereof by the City is acceptable to Proposer.
- (g) This RFP is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization, or corporation; Proposer has not directly or indirectly induced or solicited any other Proposer to submit a false or sham Statement; Proposer has not solicited or induced any person, firm or corporation to refrain from submitting a statement. Proposer has not sought by collusion to obtain for itself any advantage over any other Proposer or over the City.
- 4. Proposer understands that the quantities provided (if any) are only provided for evaluation purposes only. The actual quantities (if any) may be higher or lower than those in the RFP.
- 5. Proposer agrees that the work will be completed as scheduled from the date stipulated in the Notice to Proceed.

6.	Communications concerning this RFP shall be addressed to:			
	Proposer:			
	Address:			
	Telephone			
	Facsimile Number Attention:			

6. The terms used in this RFP which are defined in the General Conditions of the Agreement included as part of the Agreement documents have the meanings assigned to them in the General Conditions.

STATEMENT

I understand that a "person" as defined in Para. 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding Contract and which Bids or applies to Bid on Contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "persons" includes those officers, directors,

management of any entity.	olders, employee	s, members,	and	agents	who	are	active	in
SUBMITTED THIS DAY		2014.						
Person Authorized to sign RFP:								
		(Signature) (Print Name) (Title)						
Company Name:					_			
Company Address:		<u></u>	·					
Phone:	Fax:				_			
Email:								

[End of Section 5. This space left intentionally blank.]

SECTION 6: FORMS/DELIVERABLES

THE FOLLOWING MATERIALS ARE CONSIDERED ESSENTIAL AND NON-WAIVABLE FOR ANY RESPONSE TO THIS RFP. PROPOSERS SHALL SUBMIT THE SUBSEQUENT FORMS ON PAGES 46-66 IN THE EXACT SEQUENCE PROVIDED, INCLUDING INSERTION OF DOCUMENTS WHERE SPECIFIED.

LIST OF ATTACHED FORMS:

- Statement of No Response
- Solicitation Response Form
- Certification of Solicitation Requirements
- Contact Information Worksheet
- Proposer Qualification Statement
- Business Entity Affidavit
- Non-Collusion Affidavit
- No Contingency Affidavit
- Americans with Disabilities Act (ADA) (Disability Non-Discrimination Statement)
- Equal Employment Opportunity Certification
- Public Entity Crimes (Sworn Statement)
- Drug Free Workplace Program
- Anti-Kickback Affidavit
- Cone of Silence Certification
- Proposer's Certification
- Certificate of Authority
- Tie Submittal Form

STATEMENT OF NO RESPONSE

Construction Manager At-Risk Firm to Provide Preconstruction Services via a Guaranteed Maximum Price (Guaranteed Maximum Price) Amendment for the NW 114th Avenue Park

RFP # 2014-36

PROPOSERS TO THIS OPPORTUNITY MAY WRITE "N/A" ON THIS FORM, OR MAY OMIT IT FROM THEIR RESPONSE.

If you are not proposing on this service/commodity, please complete and return this form to: City of Doral – City Clerk's Office 8401 NW 53rd Terrace, Doral, FL 33166. Failure to respond may result in deletion of your firm's name from the qualified vendor list for the City of Doral.

COMPANY NAME:	
ADDRESS:	-
ELEPHONE:	_
SIGNATURE:	_
DATE:	
Ve, the undersigned have declined to submit a response on the above because of the following easons:	ng
Specifications/Scope of Work too "tight", i.e., geared toward brand or manufacturer only (explain below) Insufficient time to respond We do not offer this product, service or an equivalent Our schedule would not permit us to perform Unable to meet bond requirements Specifications unclear (explain below) Other (specify below)	
EMARKS:	

Solicitation Response Form

PROPOSERS MUST ATTACH THIS FORM TO THE EXTERIOR OF THE SEALED BOX OR PACKAGE CONTAINING ALL OF THE SUBMITTALS.

Name:	RFP# 2014-36 Construction Manager At-Risk Firm to Provide Preconstruction Services via a Guaranteed Maximum Price (Guaranteed Maximum Price) Amendment for the NW 114th Avenue Park				
Due Date:	October 21, 2014, 11:00 AM				
Delivery Location:	City of Doral City Clerk's Office 8401 NW 53 rd Terrace Doral, FL 33166				
Submitted by:					
(name of company and address)					
PLEAS	E DO NOT TAPE BELOW THIS LINE				
	For Office Use Only:				
Date and Time Received:					
Received by:					
# of originals: # of copies: # of CD copies:					

Page 47 of 67

CERTIFICATION OF SOLICITATION REQUIREMENTS RFP # 2014-36

PROPOSERS MUST COMPLETE AND RETURN THIS FORM WITH THE SOLICITATION PACKET. FAILURE TO INCLUDE SHALL RESULT IN SUBMITTAL BEING DEEMED NON-RESPONSIVE.

COMPANY NAME:	
ADDRESS:	
TELEPHONE:	
I have carefully read and underst	tood all the requirements of the solicitation, including, but no below. Please initial next to each requirement below:
Project Overview Project Overview Previous Page Section 2.6/4.2 Section 2.12	Schedule of Events Due Date Solicitation Response Form (previous page) Format and Signatures
Section 2.14	Inquiries Attached Forms / Certifications
Section 3.0 Section 4.0	Technical Specifications Instructions for Preparing Submittals
As the person authorized to sign to with the solicitation requirement. VENDOR'S SIGNATURE	the statement, I certify that this firm is fully knowledgeable s and has fully read the entire solicitation. NAME OF COMPANY
VENDOR PRINT NAME	
	For Office Use Only
ate and Time Received:	Received by:

Page 48 of 67

ATTACH THIS FORM TO THE EXTERIOR OF THE SEALED PACKET. CONTACT INFORMATION WORKSHEET

(To be completed by prime Proposer) RFP # 2014-36

COMPANY/AGENCY/FIRM	NAME:	<u> </u>			
ADDRESS:					
BUSINESS EMAIL ADDRESS	S:	PHONE No.:			
CONTACT PERSON & TITLE	::				
		PHONE No.:			
BUSINESS HOURS:					
BUSINESS LEGAL STATUS: (BUSINESS IS A: (circle one)	(circle one) CORPORATIO PARENT / SUBSIDIARY	N / PARTNERSHIP / JOINT VENTURE / / OTHER			
DATE BUSINESS WAS ORGA	ANIZED/INCORPORATED:				
ADDRESS OF OFFICE WHEF address provided above): _	RE WORK IS TO BE DONE	FOR THIS PROJECT (if different from			
NDIVIDUALS(S) AUTHORIZ BEHALF OF THE FIRM (NOT REPRESENTATIVE):	ED TO MAKE REPRESENT E: CONTACT PERSON CA	ATIONS AND EXECUTE CONTRACTS ON N BE DIFFERENT FROM AUTHORIZED			
First, Last Name)	(Title)	(Contact Phone Number)			
First, Last Name) (Title) (Contact Phone Number)					
First, Last Name)	(Title)	(Contact Phone Number)			
(Resumes of indiv	viduals named on this she	eet must be included in submittal)			
CONTACT'S SIGNATURE:		DATE:			

Page 49 of 67

PROPOSER QUALIFICATION STATEMENT

RFP#2014-3	
The Bidder's/Proposer's response to this questionnaire wil	be utilized as part of the City's overall
Bid/Statement Evaluation to ensure that the Bidder/Propo	ser meets, to the satisfaction of the City of
Doral, the minimum requirements for participating in this s	solicitation
The following minimum experience is required for this proj	inct:
	ECC.
	,
ON THE FORM BELOW, BIDDER/PROPOSER MUS	ST PROVIDE DETAILS FULFILLING ABOVE
MINIMUM EXPERIENCE REQUIREMENTS. IT IS MANI	DATORY THAT PRODUCEDS LICE THIS CODIA
IN ORDER TO INDICATE THAT THE MAINIMAINA P	WILDLENGE BEOLUBER STATE OF THIS FORM
EVCENTIONIC WILL DE MANDE	EXPERIENCE REQUIREMENT IS MET. NO
ON THE FORM BELOW, BIDDER/PROPOSER MUSING MINIMUM EXPERIENCE REQUIREMENTS. IT IS MANIFILD OR THE MINIMUM EXPERIENCE THAT THE MINIMUM EXPERIENCE REQUIREMENTS.	ST PROVIDE DETAILS FULFILLING ABOVED

1.	Project Name/Location		
	Owner Name		
	Contact Person		
	Contact Telephone No.		
	Email Address:		
	Yearly Budget/Cost		
	Dates of Contract	From:	
2.	Project Name/Location		
	Owner Name		·
	Contact Person		
	Contact Telephone No.		
	Email Address:		_
	Yearly Budget/Cost		
	Dates of Contract	From:	
3.	Project Name/Location		
	Owner Name		

Page **50** of **67**

Contact Person		
Contact Telephone No.		
Email Address:		
Yearly Budget/Cost		
Dates of Contract	From:	To:

BUSINESS ENTITY AFFIDAVIT (PROPOSER DISCLOSURE)

RFP # 2014-36

l,		, being t	first duly sw	orn state:
The full legal name and bubusiness with the City of Difollows:	siness address of the pe oral ("City") are (Post O	erson(s) or entity ffice addresses ar	contracting e not accep	or transacting otable), as
FEDERAL EMPLOYER IDENTIFICATION N	JMBER (IF NONE, SOCIAL SECURITY	NUMBER)		
Name of Entity, Individual, Partners, or	Corporation	,,,,,		
Doing business as, if same as above, leav	e blank		/ <u>, , , , , , , , , , , , , , , , , , , </u>	
STREET ADDRESS	SUITE	CITY	STATE	ZIP CODE
OWNERSHIP DISCLOSURE AFF	IDAVIT			
who holds directly the contract or busi be provided for each	usiness transaction is read all be provided for each or indirectly five percenness transaction is with trustee and each be es are not acceptable), a	th officer and dir it (5%) or more o a trust, the full l neficiary. All suc	ector and of the corporate	each stockholde oration's stock. I
Full Legal Name	Address		<u>Owne</u>	rship
				%
				%
				%

2.	The full legal names and business address of any other individual (other than subcontractors, material men, suppliers, laborers, or lenders) who have, or will have, any interest (legal, equitable, beneficial or otherwise) in the contract or business transaction with the City are (Post Office addresses are not acceptable), as follows:					
Signature of	f Affiant			Date	_	
Printed Nan	ne of Affiant					
Sworn to an Personally k OR	d subscribed before n	ne thisday	of	, 20		
	entification					
	ic-State of					
Type of Iden	tification		My commission	expires:		
		Printed, typ	ed, or stamped co	 mmissioned name of Notary		

NON-COLLUSION AFFIDAVIT

RFP # 2014-36

State	e of)		
Coun	nty of) SS)		
BEF beir	FORE ME, the undersigneding duly sworn, deposes ar	d authority, per	sonally appearedl of the facts herein are true:	, who, after
(1)	He/She/They is/are the	⊇		
	(Owner, Partner, Office BIDDER that has submi	er, Representati tted the attach	ive or Agent) ofed Bid;	, the
(2)	He/She/They is/are fully of all pertinent circums	r informed respecti	ecting the preparation and conte ing such Bid;	ents of the attached Bid and
(3 <u>)</u>	Such Bid is genuine and	i is not a collusi	ve or sham Bid;	
(4)	connived or agreed, d collusive or sham Bid ir or to refrain from bid indirectly, sought by ag firm, or person to fix a to fix any overhead, pro or to secure through as	in interest, inc irectly or indire a connection with ding in connect greement or col my overhead, profit, or cost eler my collusion, cor	of its officers, partners, owners cluding this affiant, have in any ectly, with any other BIDDER, firth the Work for which the attachetion with such Work; or have illusion, or communication, or corofit, or cost elements of the Bidments of	way colluded, conspired, rm, or person to submit a ed Bid has been submitted; in any manner, directly or nference with any BIDDER, or of any other BIDDER, or Price of any other BIDDER,
(5)	collusion, conspiracy, c	onnivance, or u	ached Bid are fair and proper a inlawful agreement on the part o employees or parties in interest, i	of the BIDDER or any other
FURT	THER AFFIANT SAYETH NO	Т		
			By: Print Name:	
WOR	RN TO AND SUBSCRIBED b	who is persor ر_	day of, 201	4 by
			Notary Public	
	mmission Expires: mmission Number:		State of Florida at Large	

Page **54** of **67**

No Contingency Affidavit

State	of)			
Count	ty of) SS)			
BEFOI being	RE ME, the undersign duly sworn, deposes	d authority, personally appeared, who, after and states that all of the facts herein are true:			
(1)	He/She/They is/ar	(Owner, Partner, Officer, Representative or , the BIDDER that has submitted the attached Bid;			
(2)	Bidder warrants that neither it, nor any principal, employee, agent, representative or family member has promised to pay, and Firm has not, and will not; pay a fee the amount of which is contingent upon the City of Doral awarding this contract. Firm warrants that neither it, nor any principal, employee, agent, representative has procured, or attempted to procure, this contract in violation of any of the provisions of the Miami-Dade County conflict of interest and code of ethics ordinances; and				
(3)	Further, Firm ackno contract and forfe performance of the	rledges that a violation of this warranty may result in the termination of the are of funds paid, or to be paid, to the Firm, if the Firm is chosen for portract.			
FURT	HER AFFIANT SAYETH	ЮТ			
		By: Print Name:			
		before me this day of, 2014 by, who is personally known to me or has produced as identification.			
	nmission Expires: nmission Number:	Notary Public State of Florida at Large			

AMERICANS WITH DISABILITIES ACT (ADA)

DISABILITY NONDISCRIMINATION STATEMENT RFP # 2014-36

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

	or:(print individual's name and title)
	orint name of entity submitting sworn statement)
W	vhose business address is:
а	nd (if applicable) its Federal Employer Number (FEIN)is:
	If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement:
I, being di	uly first sworn state:
pertaining to facilitie The Amer 12101122 III, Public	with, and assure that any subcontractor, or third party contractor under this project complies pplicable requirements of the laws listed below including, but not limited to, those provisions to employment, provision of programs and services, transportation, communications, accesses, renovations, and new construction. Fican with Disabilities Act of 1990 (ADA), Pub. L. 101-336, 104 Stat 327, 42 USC 213 and 47 USC Sections 225 and 661 including Title I, Employment; Title II, Public Services; Title Accommodations and Services Operated by Private entities; Title IV, Telecommunications; and iscellaneous Provisions.
333.3UL 5	da Americans with Disabilities Accessibility Implementation Act of 1993, Section 53.513, Florida Statutes: The Rehabilitation Act of 1973, 229 USC Section 794; ral Transit Act, as amended 49 USC Section 1612; The Fair Housing Act as amended 42 USC 501-3631.
	By: Print Name:
	AND SUBSCRIBED before me this day of, 2014 by, who is personally known to me or has produced as identification.
	Notary Public
My Commissi	ion Expires: ion Number:

EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

RFP # 2014-36

l,		
	(Individual's Name)	(Title)
of the	(Name of Company)	, do hereby certify that
I have read set forth ur	and understand the Compliance nder sub-section 3.2.3 of this doc	with Equal Employment Opportunity requirements ument.
Attachment solicitation	t of this executed form, as such, i for services.	is required to complete a valid response to this
Individual's	Signature	
Date		

SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(a)

FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES RFP # 2014-36

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

1. by	This	sworn	statement	is	submitted	to	H		
for								<u></u>	
busin	ess	ad	dress	is	5		······································		whose
ts Fe the	deral Em Social	ployer Ider Security	ntification nun y Number		EIN) is the	individual	(IF th signing	e entity this	and (if applicable) had no FEIN, include sworn statement:

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

legal power to enter into a binding Contract and which Bids or applies to Bid on Contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "persons" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of any entity.

or any entity.	
Based on information and belief, the sta entity submitting this sworn statement. (In	atement which I have marked below is true in relation to the ndicate which statement applies.)
executives, partificis, sital effolioers, employees, me	sworn statement, nor any of it's officers, directors, embers, or agents who are active in the management of the ged with and convicted of a public entity crime subsequent
exceedives, partiters, stidietioliders, employees, me	statement, or one or more of its officers, directors, embers, or agents who are active in the management of the d with and convicted of a public entity crime subsequent to
entity, or an affiliate of the entity has been charged July 1, 1989. However, there has been a subseq Florida, Division of Administrative Hearings and the Florida, Division of Administrative Hearings and the	statement, or one or more of its officers, directors, mbers, or agents who are active in the management of the d with and convicted of a public entity crime subsequent to uent proceeding before a Hearing Officer of the State of a Final Order entered by the Hearing Officer determined entity submitting this sworn statement on the convicted
IS VALID THROUGH MAY 31 OF THE CALENDAR YEAR REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR	FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM AR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM IR TO ENTERING INTO A CONTRACT IN EXCESS OF THE .017, FLORIDA STATUTES, FOR CATEGORY TWO OF ANY, FORM.
	By:Print Name:
SWORN TO AND SUBSCRIBED before me this d, who is personally k as identification.	nown to me or has produced
My Commission Expires: My Commission Number:	Notary Public State of Florida at Large

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DRUG-FREE WORKPLACE PROGRAM

RFP # 2014-36

Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids which are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. In order to a have a drug-free workplace program, a business shall:

- Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- 2. Inform Employees about the dangers of drug abuse in the workplace, the business' policy of maintaining drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- 3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
- 4. In the statement specified in subsection (1), notify the employees that, as a conditions of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
- 5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
- 6. Make good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

VENDOR'S SIGNATURE	NAME OF COMPANY		
VENDOR PRINT NAME			

ANTI-KICKBACK AFFIDAVIT

RFP # 2014-36

State of)	
County of) SS	
to any employees of the City of Dolal.	n, depose and say that no portion of the sum herein bid will be paid, its elected officials, and or its kickback, reward or gift, directly or indirectly by me or any member poration.
	By: Print Name:
SWORN TO AND SUBSCRIBED before m who i as	ne this day of, 2014 by is personally known to me or has produced identification.
Wy Commission Expires: Wy Commission Number:	Notary Public State of Florida at Large

CONE OF SILENCE CERTIFICATION RFP # 2014-36

I,	
(Individual's Name)	,(Title)
of the(Name of Company)	, do hereby certify that
I have read and understand the terms set f Silence.	forth under Section 3.4 of this document titled Cone
Attachment of this executed form, as su solicitation for services.	ich, is required to complete a valid response to th
•	
Individual's Signature	
Date	

PROPOSER'S CERTIFICATION

RFP # 2014-36

I have carefully examined the Request for Qualifications, Instructions to Bidders, General and/or Special Conditions, Vendor's Notes, Specifications, proposed agreement and any other documents accompanying or made a part of this Request for Qualifications.

I hereby propose to furnish the goods or services specified in the Request for Qualifications. I agree that my statement will remain firm for a period of 365 days in order to allow the City adequate time to evaluate the statements.

I certify that all information contained in this statement is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this statement on behalf of the firm as its act and deed and that the firm is ready, willing and able to perform if awarded the contract.

I further certify, under oath, that this statement is made without prior understanding, agreement, connection, discussion, or collusion with any other person, firm or corporation submitting a statement for the same product or service; no officer, employee or agent of the City of Doral or any other proposer is interested in said statement; and that the undersigned executed this Proposer's Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

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

Name of Business	
By:	Sworn to and subscribed before me thisday of,20
Signature	
Name and Title, Typed or Printed	
Mailing Address	Notary Public
City, State and Zip Code	STATE OF
Telephone Number	My Commission Expires

Acknowledgement of Addenda: Issued Addenda must be signed and submitted with response.

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RFP SIGNATURE PAGE FOR SOLE PROPRIETOR OR PARTNERSHIP

RFP # 2014-36

The full names and residences of persons, part as principals are as follows:	ners or firms interested in the foregoing RFP,
Witness: (seal)	Bidder:
(Seal)	
	Firm Name
	Signature
	Print Name
	Title (Sole Proprietor or Partner)
	Post Office Address:
_	
County in which fictitious name is registered.	
Attach a copy of proof of registration.	

RFP SIGNATURE PAGE FOR ORPORATION

RFP #2014-36

The officers of the Corporation are as follows:

	<u>Name</u>	<u>Addre</u> :	<u>ss</u>
President			
Vice-President			
Secretary			
Treasurer			
Registered Agent			
	·		
The full names and residence	es of stackholdors		
RFP, as principals, are as follo	and stockholders,	persons,	or firms interested in the foregoing
, , , , , , , , , , , , , , , , , , , ,	, vv3.		
			ļ
Post Office Add - Print			
Post Office Address Bidder			
			Corporate Name
	· · · · · · · · · · · · · · · · · · ·		
			President's Signature
Is this corporation incorporate	ad in the State of	A + + - + - + -	
	cretary	Attest:	
	or cear y		
lf no aire alle a constant			
If no, give address of principle	place of business:	_	
If no, give address of principle	place of business:	- -	

Page **65** of **67**

TIE SUBMITTAL CERTIFICATION RFP#2014-36

l,	
(Individual's Name) of the understand the requirements/procedures for T of this document.	(Title) do hereby certify that I have read and Tie Statements set forth under sub-section 5.1.5
Attachment of this executed form, as such, is re	equired to complete a valid statement.
Individual's Signature	
Date	

AGREEMENT FOR CONSTRUCTION MANAGEMENT AT-RISK SERVICES FOR NW 114th AVENUE PARK

THIS AGREEMENT FOR CONSTRUCTION MANAGEMENT AT-RISK SE	RVICES (the
"Agreement"), made and entered into this day of	2014. by and
between the CTIY OF DORAL, a Florida municipal corporation whose add	dress is 8401
NW 53 Terrace, Doral, FL. 33166 (the "City"), and	, a Florida
corporation whose address is FL.	(the
Construction Manager or "CM"). The City and the CM may be referred to	o individually
as a "Party" or collectively the "Parties."	-

RECITALS

WHEREAS, the City intends to build a new recreation facility known, NW 114th Avenue Park (the "Project") and issued Request for Proposal For Construction Manager At-Risk to Provide Preconstruction & Construction Services via a Guaranteed Maximum Price Amendment for the NW 114th Avenue Park (the "RFP"), which is incorporated herein and made part hereof by this reference, so as to obtain the necessary services to accomplish the development of the Project; and

WHEREAS, CM's Proposal was deemed to be in the best interest of the City and selected and approved by the City Council; and

WHEREAS, the City desires to engage the CM, and the CM desires to be engaged by the City, to provide preconstruction and, upon acceptance of a guaranteed maximum price, construction services for the construction of the Project pursuant to the terms of this Agreement and the RFP.

AGREEMENT

NOW THEREFORE, in consideration of the foregoing recitals, which are incorporated herein and made a part hereof by this reference, the covenants and conditions herein contained, and other good and valuable consideration, the sufficiency of which is hereby acknowledged by the Parties, City and CM agree as follows:

ARTICLE I DEFINITIONS

The following terms shall have the meanings specified below. Any capitalized terms referred to herein and not defined shall have the meanings set forth in the Agreement between City and Construction Manager:

1.1 Architect/Engineer or A/E: The "Architect/Engineer" or "A/E" shall mean that person or firm designated as the architect/engineer for the Project, or any portion thereof. Also referred to as the Consultant, this entity has entered into a separate agreement with the City for design services for the Project, said Agreement attached and incorporated as Exhibit VII hereto (also referred to as the A/E Agreement). For purposes of this Agreement, the Architect/Engineer of record for the Project is _____

- 1.2 **Bonds:** The "Bonds" shall mean the Public Construction Payment Bond and the Public Construction Performance and Guarantee Bond furnished by the Construction Manager as required by this Agreement.
- 1.3 **Bond Premium:** The term "Bond Premium" shall mean the direct cost of the premium paid for the Bond (s).
- 1.4 **Budget:** The amount established by the City for this Project. Construction Manager herein acknowledges that, prior to execution of this Agreement; it has received the City's written Budget for the Project.
- 1.5 **City or Owner:** The "City" or "Owner" shall mean the City of Doral, a Florida municipal corporation, having its principal offices at 8401 NW 53rd Terrace, Doral, Florida, 33166, and may also be referred to as the "Owner" in this Agreement. The City, as a governmental entity, is subject to the availability of funds and annual appropriation of funds by its legislative body and other governmental authorities or sources of revenue, in an amount to allow continuation of its performance under this Agreement. In the event of lack of funding for this Agreement, or the Project subject to this Agreement, this Agreement may be terminated by the City pursuant to the procedures set forth in Subsection 6.2.
- 1.6 **City Council:** "City Council" shall mean the governing and legislative body of the City. The City Council shall be the final authority to do or to approve the following actions or conduct by passage of an enabling resolution or amendment to this Agreement.
 - 1.6.1 The City Council shall be the body to consider, comment upon, or approve of any amendments or modifications to this Agreement.
 - 1.6.2 The City Council shall be the body to consider, comment upon, or approve any assignment, sale, transfer or subletting of this Agreement or any interest therein, or any subcontracts made pursuant to this Agreement. Assignment and transfer shall be defined to include sale of the majority of the stock of a corporation.
 - 1.6.3 All City Council approvals and authorizations shall be expressed by passage of an appropriate enabling resolution and, as determined by the City if

applicable or required, by the execution of an appropriate amendment to this Agreement.

- 1.6.4 The City Council shall approve or consider all contract amendments which exceed the sum of Fifteen Thousand Dollars and 00/100 (\$15,000.00), or such other amount as may be specified by the City of Doral Code in its Procurement Ordinance, as same may be amended from time to time.
- 1.7 City Manager: The "City Manager" shall mean the Chief Administrative Officer of the City. The City Manager shall be construed to include any duly authorized designees, including, a Program Coordinator, and shall serve as the City's representative to whom administrative requests for approval shall be made and who shall issue authorizations exclusive of those authorizations reserved to the City Council, to the CM. These authorizations shall include, without limitation: reviewing, approving, or otherwise commenting upon the schedules, plans, reports, estimates, contracts and other documents submitted to the City by the CM pursuant to the Scope of Services set forth in this Agreement, as same may be amended from time to time.
 - 1.7.1 The City Manager shall decide, in his/her professional discretion, matters arising pursuant to this Agreement, which are not otherwise expressly provided for in this Agreement, and shall attempt to render administrative decisions promptly to avoid unreasonable delay in the progress of the CM's work.
 - 1.7.2 The City Manager shall additionally be authorized, but not required, upon written request of the CM, to reallocate monies already budgeted toward payment of the CM; provided, however, that he/she cannot increase the CM's compensation or other budgets established by this Agreement.
 - 1.7.3 The City Manager, in his/her administrative discretion, may consult with the City Council concerning disputes or matters arising under this Agreement regardless of whether such matters or disputes are enumerated herein.
 - 1.7.4 The City Manager or his/her designee shall be the representative, on behalf of the City authorized to issue a Notice to Proceed.
 - 1.7.5 The City Manager may approve contract amendments which shall not exceed the sum of Fifteen Thousand Dollars and 00/100 (\$15,000.00), or such other amount as may be specified by the City of Doral Code, in its Procurement Ordinance, as same may be amended from time to time.
 - 1.7.6 The City Manager may, in his sole discretion, form a committee or committees, or inquire of or consult with persons for the purpose of receiving advice and recommendations relating to the exercise of his/her powers, duties and responsibilities under this Agreement.

- 1.8 **CM Principal:** The "CM Principal" shall be the person designated by the Construction Manager as its senior representative to the City. The CM Principal shall perform those duties required in this Agreement and shall have the authority to commit and obligate the CM, and to fully act for the CM in all matters.
- 1.9 Claim: A "Claim" is a demand, assertion, dispute or other such claim by one of the parties hereto arising out of or based upon the terms and conditions of the Contract Documents.
- 1.10 Contract Amendment or Change Orders: "A Contract Amendment" "Change Order" shall mean a written order to the Construction Manager approved by the City, as specified in this Agreement, and signed by the City's duly authorized representative, authorizing a change in the Project or the method and manner of performance thereof, or an adjustment in the fees or completion dates, as applicable, and executed by the City, CM and the A/E. Contract Amendments and/or Change Orders affecting changes to the Work shall be countersigned by the CM and the A/E. Contract Amendments and/or Change Orders shall be approved by the City Council if they exceed Fifteen Thousand Dollars and 00/100 (\$15,000.00), or by the City Manager if they are Fifteen Thousand Dollars and 00/100 (\$15,000.00) or less in amount (or such other amount as may be specified by the City of Doral Code, in its Procurement Ordinance, as same may be amended from time to time). Even for Contract Amendments and/or Change Orders for less than Fifteen Thousand Dollars and 00/100 (\$15,000.00) the City Manager shall retain the right to seek and obtain concurrence of the City Council for approval of any such Contract Amendments and/or Change Orders.
- 1.11 Construction Change Directive: The term "Construction Change Directive" shall mean a written directive to effect changes to the Work, prepared by the A/E and executed by the City.
- 1.12 Construction Estimate: The term "Construction Estimate" shall mean a cost estimate for the completion of the entire Scope of Work for the Project, which estimate shall include all components of the Cost of the Work, as well as the Construction Fee for the Project. This estimate is initially established as \$5,500,000 which is the sum budgeted by the City for the construction cost for the Project.

1.13	Construction Manager	r (CM): The firm of	whose principal
	address is,	, FL, 331xx, as selecte	d by the City pursuant to
	Resolution No. 2011-x	xxxx, to provide services of Cons	struction Management At-
	Risk for this Project. Ad	cceptance of the GMP by the C	ity shall result in the CM
	Tunctioning from that po	oint forward as a General Contra	ctor under the terms and
	conditions of the Contra into effect at the time of	act Documents, as same may be	e amended, which will go

- 1.14. The Construction Manager shall be liable for its services, responsibilities and liabilities under this Agreement, as well as the services, responsibilities and liabilities of any subconsultants, and any other person or entity acting under the direction or control of the Construction Manager. When the term "Construction Manager" or "CM" is used in this Agreement, it shall be deemed to include any subconsultants and any other person or entity acting under the direction or control of CM. Any subconsultants retained by Construction Manager pursuant to this Agreement and the Project, must receive the prior written approval of the City.
- 1.15 Construction Manager's Fee: The term "Construction Manager's Fee" or "Fee" shall mean, for purposes of this Agreement only, the cost of time and materials expended with a not to exceed amount of \$XX,XXX, representing the Fee for CM's Preconstruction Services, as contemplated herein. Notwithstanding anything to the contrary, if the GMP is not accepted by the City and the Agreement is terminated, the Construction Manager shall be entitled to receive only that portion of the Fee herein, representing all work performed to date relating to the Project.
- 1.16 Construction Phase Services: The term "Construction Phase Services" shall mean and anticipates, in a subsequent amendment to this Agreement, and further, in the event the City Council approves the GMP, the services to be performed by or through the Construction Manager during the Construction Phase of the Project, including, without limitation, the Work for the Project, and such other services as called for by this Agreement and any amendments hereto, or reasonably inferred there from.
- 1.17 **Construction Schedule**: The term "Construction Schedule" shall mean a critical path schedule or other construction schedule, as defined and required by the Contract Documents.
- 1.18 Construction Team: The term "Construction Team" shall mean the construction team consisting of representatives of the Construction Manager, the City, and the A/E.
- 1.19 Contingency: The term "Contingency" shall mean a line item contingency amount contained in the Schedule of Values for the Project, which contingency amount, if accepted by the City, shall be included within the GMP for the Project, and shall accordingly be referenced in the [GMP] Amendment to this Agreement. Pursuant to said Amendment, the Contingency shall be used as a source of funds for the costs reasonably and necessarily incurred and paid by the Construction Manager, which costs shall be at rates not higher than the standard paid in the locality of the Work, as follows: (i) in connection with the proper performance of Work required hereunder which Work was unforeseeable by the Construction Manager, the A/E and the City at the time of execution of the GMP Amendment pertaining thereto, notwithstanding the Construction Manager's exercise of due

diligence in connection therewith; and (ii) to the extent that any portion of the Contingency remains unallocated on the date of Final Completion and after the issuance of final payment for the Project, which remaining portion of the Contingency shall accrue to the benefit of the City. The Contingency amount, if any, shall be set forth in the GMP Amendment for the Project, on its face and within the Schedule of Values attached thereto. The Contingency amount shall be used at the discretion of the City and must be approved prior to the CM using it.

- 1.20 **Contract**: The term "Contract" means the contract formed by all of the Contract Documents, including this Agreement and any amendments hereto.
- 1.21 Contract Documents: The "Contract Documents" include Resolution No. 2011xxxxx; this Agreement, and all attachments, exhibits, and amendments thereto; the A/E Agreement, attached as Exhibit VII hereto; and such other documentation as may be listed as an attachment and/or an exhibit to this Agreement. Upon execution of the GMP Amendment, the Contract Documents shall be expanded to include, in addition to those items listed above, those documents identified by the GMP Amendment and the attachments and exhibits thereto.
- 1.22 **Contract Time:** The time period defined within this Agreement for the Construction Manager to submit the GMP.
- 1.23 Drawings: The "Drawings" shall refer to the graphic and pictorial provisions of the Work identified as the Drawings in the GMP Amendment; Change Order, or Construction Change Directive issued and executed in accordance with the Agreement, including without limitation, all notes schedule and legends on such Drawings.
- 1.24 General: Except as defined herein, or as otherwise defined in the Contract Documents, words which have well-known technical meanings or otherwise have accepted construction industry meanings are used in the Contract Documents in accordance with such well-known or accepted meanings.
- 1.25 General Contractor: The term "General Contractor" shall refer to the CM after acceptance by the City of the GMP Amendment. The CM shall be duly licensed as a General Contractor pursuant to Chapter 489, Florida Statutes.
- 1.26 Guaranteed Maximum Price: The term "Guaranteed Maximum Price" or "GMP" shall mean the sum certain set forth in the GMP Amendment as the Project price that the Construction Manager guarantees not to exceed for the Project for all services within the Agreement, as same shall be amended upon acceptance of the GMP by the City not to include the Preconstruction Services Fee.
- 1.27 **GMP Amendment:** The term "GMP Amendment" shall mean the GMP Proposal for the Project, if any, accepted by the City, in its sole discretion, in substantially

the same form as attached as Exhibit "A", hereto, which Amendment shall automatically become a part hereof upon the City's and Construction Manager's execution of the same and shall establish, among other things, the GMP, the names of the Construction Manager's on site-management and supervisory personnel for the Project; and the Contract Time for the Project.

- 1.28 **GMP Proposal**: The term "GMP Proposal" shall mean a proposal for completing the Project, which proposal shall include the proposed Guaranteed Maximum Price for the construction of the Project, as provided by the Construction Manager and accepted by the City based upon the Drawings and Specifications; the Contract Documents; and the Memorandum of Changes. The City has no obligation to accept the GMP Proposal regardless of the amount or its relationship to estimates provided.
- 1.29 Laws: The term "Laws" shall include all Federal, State, County and local laws, statutes, regulations, ordinances, rules and building codes applicable to the Project, including, without limitation, orders of any public authority having jurisdiction over the Project, building, labor, safety, licensing or environmental laws and local building codes, building standards and trade practices affecting the Project, as same may be amended from time to time.
- 1.30 Memorandum of Changes: The term "Memorandum of Changes" shall mean a written summary of the Construction Manager's recommended modifications to the Drawings and Specifications relating to the Project based on an evaluation of the Project requirements; on and off-site development; survey requirements; and Project budget requirements; and a review of the design documents; and the Drawings and Specifications; and the Contract Documents.
- 1.31 Phase I (90%) Design Development Documents: The term "Phase I and II-Design Development Documents" shall mean the Drawings and Specifications and other documents which fix and describe the size and character of the entire Project as to architectural, structural, mechanical and electrical systems, materials and such other elements, as may be appropriate, and as further defined by the A/E Agreement. CM's knowledge of and coordination with said Agreement is incorporated herein.
- 1.32 Phase II (100%): Construction Documents: The term "Phase III- Construction Documents" shall mean the Drawings and Specifications setting forth in detail the requirements of the construction of the Project, and as further defined by the A/E Agreement. CM's knowledge of and coordination with said Agreement is specifically required of the Construction Manager.
- 1.34 Preconstruction Services Fee: The term "Preconstruction Services Fee" shall mean the cost of time and materials for the services contemplated in this Agreement, not to exceed the amount of \$XX,XXX.XX, for CM's services

performed during the Design Phase related to the Project, which fee includes all direct and indirect costs incurred by the Construction Manager in the proper performance of the Pre-Construction Phase Services contemplated under this Agreement.

- 1.35 **Preconstruction Phase Services**: The term "Preconstruction Phase Services" shall mean the services which the Construction Manager shall perform in reviewing the design and for the Bid and Award Phases of the Agreement, and culminate with exercise by the City of one of the City's options regarding the GMP Proposal.
- 1.36 Project: The term "Project", in its entirety shall mean that certain portion of the City construction project referenced in Resolution No. 2011-xxxxx, involving the construction of the Public Works Facility. The final phasing of the Project will be determined by the CM, CONSULTANT and City jointly. The phasing plan agreed upon by the CONSULTANT, CM and the City may require separate GMP Amendments. The total GMP Amendments will comprise the entire Project.
- 1.37 **Schedule of Values**: The term "Schedule of Values" shall mean the schedule of values, setting forth the detailed cost breakdown, including labor, materials and taxes, of the GMP set forth in the applicable GMP Proposal, the sum of which shall not exceed the GMP.
- 1.38 Scope of the Work: The term "Scope of the Work" shall mean all services, labor, materials equipment, operations and construction management services that are indicated in, or reasonably inferable from the Contract Documents.
- 1.39 Specifications: The "Specifications" consist of any and all written requirements for materials, equipment, construction systems, standards and workmanship for the Work which are identified as the Specifications in the GMP Amendment, Contract Amendment(s), or Construction Change Directive(s) issued and executed in accordance with the Agreement.

1.40 Subconsultants:

1.40.1 A "Subconsultant" is a person or entity which has a direct contract with the Construction Manager to perform or supply a portion of the Work and the term includes such Subconsultant's authorized representatives. Construction Manager shall obtain prior written approval of the City prior to changing or modifying the subconsultants and other professional associates. Any such services performed by any Subconsultants shall be passed through to City without additional charge by the CM. All such work shall be itemized on invoices from such Subconsultants, showing work performed and charges incurred.

- 1.40.2 The Construction Manager represents that it has made and will make reasonable investigation of all Subconsultants to be utilized in the performance of work under this Agreement to determine that they possess the skill, knowledge and experience necessary to enable them to perform the services required. Nothing in this Agreement shall relieve the Construction Manager of its prime and sole responsibility for the performance of the Work under this Agreement.
- 1.40.3 All rates, multipliers and any other fees charged by any Subconsultants shall be not more than those rates, multipliers and other fees in any contracts that any such Subconsultants may have either with the City directly or as a Subconsultant under some other City agreement or more than what is typically charged in the industry.
- 1.40.4. Construction Manager shall bind each and every approved Subconsultant to the terms stated in this Section and shall require the proper licensing of such Subconsultants.
- 1.40.5 If any of the services outlined in this Agreement are furnished by Construction Manager by obtaining the services of Subconsultants, Construction Manager shall provide City with proposals and contracts between the Subconsultants and Construction Manager outlining the services to be performed and the charges for same, together with any other documentation required by City.
- 1.41 **Substantial Completion**: The term "Substantial Completion" is as defined in the Contract Documents, as same may be amended.
- 1.42 Substantial Completion Date: The "Substantial Completion Date" shall mean the date which the A/E certifies to the City by means of a certificate of Substantial Completion as the date when the Construction Manager has achieved completion of the Project or any phase thereof in accordance with the General Conditions of the Contract Documents and applicable laws and the City of Doral Building Department issues a Certificate of Occupancy (CO).)

 Notwithstanding the preceding, if a situation arises beyond the control of the CM, and the issuance of a Certificate of Temporary Occupancy (TCO) is granted by the Building Department, then the City may deem at its sole and reasonable discretion that the Project or any phase thereof has been Substantially Completed.
- 1.43 Substitutions: If a certain brand of materials, products or equipment is specified in the Construction Documents, it is required for the purpose of establishing a level of quality desired or purpose designated. Should Construction Manager find it necessary or desirable to use a material, equipment, product or system other than that specified, Construction Manager shall secure from City, through A/E, written approval for the use of the alternate materials, equipment, product or

system. Construction Manager shall make such request, in writing, not later than forty-five (45) days after the Award of the Contract and before ordering any materials requiring approval. The City is not obligated to consider Requests for Substitution or resubmittal of previously rejected substitutions after forty-five (45) days of contract award. The City is not obligated to approve Requests for Substitutions and has the discretion to require Construction Manager to provide the materials as specified in the Construction Documents. In no case shall Construction Manager be entitled to additional time and/or money arising out of City's failure to approve Requests for Substitutions.

Requests shall be submitted as follows:

- 1: Submit five (5) copies of the Request to A/E.
- 2: Describe in detail (complete with test reports, catalogs, brochures and black or blue line prints of drawings) the material, equipment, product or system and changes or adjustments to other Work affected. Submit samples when requested. Construction Manager is responsible for denoting all instances wherein the proposed substitution differs from the item specified.
- 3: Include "cost breakdown" of item specified and of proposed substitute for which request is made. Include costs of adjustments to other work affected. Include any variation in operating, maintenance or replacement costs, and length of time product has been available on the domestic market.
- 4: State amount deducted or added to Contract amount or state "no change" in Contract amount.
- 5: State change in Contract Time for completion or state "no change" in Contract Time.

The City's decision on approval or rejection of a Request for Substitution will be final. Approval or rejection of a request to substitute will be based in part on A/E's opinion as to adaptability, durability, quality, aesthetics, contract amount change, life cycle functions or other considerations the City determines appropriate as compared to the specified or noted item(s).

Should the City, during the course of the Work, find it necessary or desirable to use a material, equipment, product or system other than specified, the City shall notify Construction Manager, in writing. Should Construction Manager accept the proposal without a change in price or time, it shall be considered an approved substitute.

If A/E requests a sample of a specified material, product, element of work or approved substitute, Construction Manager shall provide same. If the sample is approved, all subsequent materials used in the Work shall be equal in every respect to the sample. If the sample is not approved, Construction Manager shall provide an acceptable sample.

- 1.44 **Taxes:** The term "Taxes" shall mean all taxes related to the performance of the Work or any portion thereof, including but not limited to, all sales, consumer, use, occupational, excise, social security, unemployment compensation and similar taxes.
- 1.45 Work: The term "Work" means all supervision, labor materials and equipment required by the Contract Documents to be provided by or through the Construction Manager for the entire Project and all other services necessary to fulfill the Construction Manager's obligations hereunder to perform the Scope of the Work, including, as the context may require, any portion of the Work with respect to the Project. The uncapitalized term work is used in its ordinary sense.
- 1.46 **Force Majeure**: "Force Majeure" shall mean any delay occasioned by superior or irresistible force(s) occasioned by violence in nature without the interference of human agency such as hurricanes, tornados, flood and loss caused by fire and other similar unavoidable casualties; changes in federal law, state or local laws, ordinances, codes or regulations, enacted after the date of this Agreement and having a substantial impact on the Project; other causes beyond the parties control; or by any other such causes which the City and the Construction Manager decide in writing justify the delay. Provided, however, that market conditions, labor conditions, construction industry price trends, and similar matters which normally impact on the bidding process shall not be considered a Force Majeure.
- 1.47 Value Engineering: Value Engineering is a project evaluation technique used during the design process which seeks to reduce costs and/or increase value by analyzing the functional requirements of a project's materials, methods, components and subsystems consistent with specified performance, reliability, maintainability, aesthetic, safety, and security criteria to ensure that it provides the best use of available project funds.

ARTICLE II RELATIONSHIP OF CITY AND CONSTRUCTION MANAGER

- 2.1 The Construction Manager accepts the relationship of trust and confidence established between it and the City by this Agreement. The Construction Manager represents that it will furnish its best skill and judgment in performing the CM's services and the Work, and shall always act to further the interest of the City in the expeditious completion of the Project, at the lowest responsible cost to the City, and in strict accordance with the Contract Documents and prudent and customary construction practices.
- 2.2 By signing this Agreement, the Construction Manager accepts a fiduciary duty with the City and warrants and represents to the City that the Construction Manager:

- has all licenses and certifications required by applicable law to perform the CM's services and the Work;
- b) is experienced in all aspects of preconstruction and construction planning for projects similar to the Project;
- c) will act in the City's highest and best interest in performing the CM's services and the Work; and
- d) that no employee or affiliate of the Construction Manager, including all subconsultants, subcontractors and suppliers, at any tier, has been convicted of a public entity crime, fraud, theft, and/or property damage crime within the preceding thirty-six (36) months from the date of execution of this Agreement, pursuant to Section 287.133, Florida Statutes.

The Construction Manager acknowledges and agrees that the City is relying on these representations and covenants as a material inducement to enter into this Agreement.

ARTICLE III THE CONSTRUCTION MANAGER SERVICES

3.1 <u>Services Generally.</u>

The Services of the Construction Manager shall include, but are not limited to, those described or specified herein. The Services described herein shall not be deemed to constitute a comprehensive specification having the effect of excluding services not specifically mentioned. The Construction Manager's Services shall include, without limitation, all of the Preconstruction Services set forth in this Agreement and, upon approval by the City of the GMP, and as contemplated in the GMP Amendment (or Amendments), and such other amendment(s) as necessary to fix and describe the parties' respective rights and responsibilities with respect to the Work and the Project, all of the Construction Services required to complete the Work in strict accordance with the Contract Documents, and to deliver the Project to the City at or below the GMP, when established, and within the Contract time.

3.2 GMP Amendment

The parties are entering into this Agreement before Contract Documents are sufficiently complete to establish the GMP; therefore, it is anticipated that one or more GMP Amendments will be executed to establish the GMP and incorporate subsequent documents that fully describe the scope of the Work included in the GMP. Each such Contract Amendment and additional Contract Documents shall become a part of this Agreement as if fully set forth herein. The GMP for the Project must be established no later than , December 31, 2011, (See Attached Project Schedule in Exhibit II) after issuance of an initial Notice to Proceed by the City pursuant to this Agreement; otherwise this Agreement shall terminate pursuant to Article VI herein.

3.3 Pre-Construction Services.

The Construction Manager shall review Project requirements, existing on-site and offsite development, surveys and preliminary budget, and make recommendations to the City for revisions. The Construction Manager shall prepare a preliminary Project Schedule in accordance with the Contract Documents and in coordination with the City and the Architect/Engineer, identifying all phases, critical path activities, and critical duties of each of the Project team members. The Construction Manager shall, at each remaining design phase (i.e. 90% design development; and 100% construction document), review the plans and advise the City and the Architect/Engineer regarding the constructability of the design and of any errors, omissions, or conflicts it discovers. The Construction Manager shall prepare an outline of proposed bid packages and detailed cost estimates, and advise the City regarding trends in the construction and labor markets that may affect the price or schedule of the Project. The Construction Manager shall attend all Project related meetings. The Construction Manager's Preconstruction Services shall be provided, and the City shall compensate Construction Manager for such services, based upon a the actual cost of time and materials, in an amount not to exceed \$75,000 representing the Construction Manager's Fee. At the conclusion of the Preconstruction Services, the Construction Manager shall, without assuming the duties of the Architect/Engineer, warrant to the City, that the plans, specifications and other Contract Documents are consistent, practical, feasible and constructible, and that the Project is constructible within the contract time.

ARTICLE IV DUTIES AND RESPONSIBILITIES

The CM shall perform the following responsibilities and duties:

- 4.1 All CM procedures, recommendations, documentation, record retention, etc. must conform to the Project requirements including applicable sections of the City's procedures, Architect and Engineer's procedural manual; master specifications; general conditions of the Construction Agreement; (and other) applicable codes, regulations and procedures that may be required at the State, County, City or any agency, utility or similar governmental entity.
- 4.2 Develop, for City approval and for full compliance by CM, of a Project specific procedures manual detailing the entire Project process, including at minimum the following:
 - a) The RFP and all corresponding forms and attachments;
 - b) This Agreement:
 - c) The GMP Amendment and all corresponding forms and attachment;

- d) All Contract Documents, which include, Project Specifications, Construction Manager's Proposal, Qualifications, and Assumptions, Construction Manager's Salary and Wake Schedule, Project Schedule; Onsite Management and Supervisory Schedule; and Schedule of Values;
- e) Construction coordination, scheduling, communication and documentation procedures among the CM, the Architect/Engineer, subcontractor(s), subconsultant(s), and other departments or organizations who require coordination with and/or input into the Work;
- f) Project reports (bi-weekly and final report);
- g) Requests for Information;
- h) Contract Amendment(s) process;
- i) Shop Drawing submittal/product data and samples; and
- j) Project closeout/commissioning.

Said procedures manual to be presented no later than with first application for payment.

4.2 <u>Coordination and Scheduling</u>

- 4.2.1 <u>Coordination with A/E</u> In providing the Construction Manager's services described in this Agreement, the CM shall maintain a working relationship with the Architect/Engineer. However, nothing in this Agreement shall be construed to mean that the CM assumes any of the responsibilities or duties of the A/E. The CM shall be solely responsible for construction means, methods, techniques, sequence and procedures used in the construction of the Project and for the safety of its personnel, property, and its operations for performing in accordance with the CM's Agreement with the City. The A/E is responsible for the requirements of the Project, as indicated in the Agreement between the City and the A/E. The CM's services shall be rendered compatibly and in cooperation with the A/E's services to the City. It is not intended that the services of the A/E and the CM be competitive or duplicative, but rather be complimentary.
- 4.2.2 Scheduling The CM shall meet immediately upon execution of this Agreement with the Architect/Engineer and City representatives to review the A/E Agreement (final) and the Project as referenced in Schedule D of the A/E Agreement. The CM shall ensure that the parties jointly review, modify as necessary, and agree to a single design schedule, to be called the revised most current Schedule to the A/E Agreement. This schedule shall be submitted to the City within fourteen (14) days of execution of this Agreement. Should the parties not be able to reach final agreement on a revised schedule for purposes of the Project, which include(s) a schedule for all CM services, which the CM believes to be fair, reasonable, and in the best interest of the Project. The City shall then determine what schedule is to be utilized, and the City's decision with regard to same shall be final, and binding upon the parties.

4.3 Design Phase

- 4.3.1 Review of Design Documents The CM shall review the design documents and make recommendations to the City and to the A/E as to constructability, cost, sequencing, scheduling, and the time of construction, as to clarity, consistency and coordination of documentation. The recommendations resulting from such review will be provided to the City and A/E in writing and as notations on the design documents. This review and the accompanying writing notations shall be submitted with the documents for review by the City at each Phase of design review as noted in the A/E Agreement (Exhibit VII).
- 4.3.2 Responsibility The CM, as a result of the above-noted review of the design documents and recommendations provided to the City, shall utilize its best efforts to assure the coordination of drawings with the written specifications. This includes but is not limited to, the CM's review of the construction documents in coordination of the drawings and specifications themselves, with the existing buildings and sites to ensure proper coordination and constructability and lack of conflict, and to minimize unforeseen conditions. The CM shall, during this phase, be responsible for the proper identification and location of all utilities, services, and other underground facilities which may impact the Project. The CM specifically agrees that no Contract Amendments shall be requested by the CM or considered by the City for reasons involving conflicts in the documents, questions of clarity with regard to documents, incompatibility, or conflicts between the documents and laws, the existing conditions, utilities, and unforeseen underground conditions.
- 4.3.3 <u>Preliminary Scheduling</u> The CM will submit to the Architect/Engineer for comment and to the City for approval a proposed schedule for the Project within 30 days of execution of this agreement. That schedule shall include such bid and construction activities as well as reasonably outline the approach the CM intends to take for the Project. This requirement is in addition to any other scheduling requirements which may be contained in the contract documents and shall be compatible with same. The CM shall include in the above-noted schedule a proposed construction sequencing plan for the Work.
- 4.3.4 <u>Estimating and Cost Control</u> The CM shall prepare detailed cost estimates and updates throughout the Design Phase leading up to the bidding phase of the Project. The CM shall submit same with the submittal of each Phase of design review in accordance with the most current A/E Agreement and at such other times as it may be requested by the City. The estimates by the CM shall show the estimated amount of the GMP. They shall be in such detail as the City may require, and shall not exceed the construction budget of \$XX,XXX,XXX.
- a) Should the CM's estimated GMP exceed the Budget, the CM shall include with said estimate written suggestions for bringing the Project within Budget. The City, at its sole option, may adjust the Budget or it may direct

- the CM to coordinate with the Architect/Engineer to reduce the estimated cost of the Project through Value Engineering, re-design by the Architect/Engineer, re-estimating, obtaining additional pricing, scope reduction and/or other at no cost to the City; or it may choose to continue under subparagraph (b) below.
- b) The City shall determine, after receipt and review of each estimate, whether the CM shall continue to perform the services of the Agreement without requiring adjustment of the most current CM estimated GMP. The City may, at its sole option, determine to proceed with the Project without Budget adjustment or any other change to the Project. This shall in no way obligate the City to accept the CM's GMP Proposal whether or not it is within the estimate or whether or not it is within the Budget. The City in this and all cases may reject the GMP at its sole discretion and proceed to exercise its options as identified in this Agreement.
- c) The CM and A/E shall advise the City immediately when the A/E or CM estimate exceeds the construction budget.
- **4.3.5** General Coordination The CM shall coordinate with and include activities in both the schedule referred to in this Section and other schedules required in the Contract Documents the work of consultants, testing labs, and other consultants employed by the City as well as the reviews required by the City and other agencies and the Architect/Engineer.
- **4.3.6** Permits and Fees The CM will be responsible for coordinating with the Architect/Engineer the submittal of all required documents for permits. CM shall be responsible for obtaining any and all permits and paying any and all related fees for the Work. The City shall not pay the CM any additional sums beyond the Preconstruction Services Fee and the GMP for these services. Fees for building permits issued by the City of Doral shall be waived. Fees for other permits shall be the responsibility of the CM.

4.3.7 Design Services - N/A.

4.3.8 Memorandum of Changes -The CM shall submit to the Owner the CM's Memorandum of Changes in sufficient time and as scheduled so it may be reviewed by the A/E and the City against the Contract Documents and any corrections, modifications, additions, or changes be incorporated prior to commencing the Bid and Award Phase. The Memorandum of Changes shall include a summary of all recommendations made by the CM in fulfilling the CM's duties with regard to the Contract Documents. The CM shall identify any recommendations not incorporated into the documents. The City shall either direct that same be incorporated or explain in writing why the recommendation is rejected.

4.4 Bid and Award Phase

- **4.4.1** Prequalification The CM shall prepare a subcontractor's prequalification plan in compliance with the requirements currently determined by the City. The CM shall submit to the City the CM's list of pre-approved Subcontractors for each element of the Work to be subcontracted by the CM. This list shall be developed by the execution by the CM of the subcontractor's prequalification plan noted above. The City reserves the right to reject any subcontractor proposed for any bid to be considered by the CM. Any claims, objections or disputes arising out of the prequalification plan or list are the responsibility of the CM. The CM shall hold harmless, indemnify, and defend the City, its employees, agents, and representatives in any matter arising out of the prequalification plan and/or the subcontractor's list, except where the sole cause of the matter is a City directed decision.
- **4.4.2** Scope of Work The CM shall receive subcontract proposals which, when combined with the work the CM intends to do with its own forces, shall represent the entirety of the Scope of Work required of this Agreement.
- **4.4.3** <u>Pre-Bid Conferences</u> The CM shall schedule and conduct pre-bid conferences for subcontractors and the City to ensure the availability of such subcontractors, material suppliers, etc. for this pre-bid conference. The CM shall be solely responsible for the content of the pre-bid conference.
- **4.4.4** <u>Subcontract Bidding</u> The CM shall schedule, in coordination with the Architect/Engineer and the City, the acceptance, review and award of the bids to qualified responsive and responsible Subcontractors. Said bids from subcontractors shall be in writing and shall be opened and reviewed with the Architect/Engineer and the City prior to award by the CM.

4.5 The Guaranteed Maximum Price

- 4.5.1 <u>Calculation/Negotiation of the Guaranteed Maximum Price</u>- After taking, reviewing and identifying the lowest acceptable bids from responsive and responsible subcontractors, the CM shall propose to the City, a Guaranteed Maximum Price, which shall be the sum of the proposed subcontracts and the CM's General Conditions (including any fee, profit, overhead and all like amounts) and the agreed upon Contingency. The Guaranteed Maximum Price shall be the full and complete amount for which the CM agrees to go forward from the receipt of subcontract bids to the full completion of the Project.
- **4.5.2** Acceptance of GMP Upon acceptance and execution of the GMP Proposal, by the City, the CM shall enter into subcontract agreements with the subcontractors selected for the amounts included in the GMP Proposal for that subcontract work, and shall function as a General Contractor and comply with the Contract Documents accordingly with regard to the Project as well as a

Construction Manager with regard to other services required by the Contract Documents.

4.6 <u>Time of Performance</u>

- **4.6.1** Conformance with Approved Schedule- The CM shall perform all the duties required by this Agreement in such a way and time as to conform to the most current Schedule "D" of the A/E Agreement.
- **4.6.2** Review and Acceptance of Schedule- In executing the Agreement, the CM acknowledges specifically that the CM has reviewed the most current Schedule "D" of the A/E Agreement, has given any necessary input to the City regarding any need to modify that schedule to accommodate the CM at Risk process, and shall not be entitled to additional time or money in order to conform the CM services to that schedule.
- **4.6.3** Preparation and Delivery of the CM at Risk Schedule- Within fourteen (14) days of the effective date of this Agreement the CM shall present to the City a schedule for the CM's duties, deliverables, and requirements showing the start and completion of design phase activities to be performed by the CM. This schedule shall be in conformance with the most current Schedule "D" of the A/E Agreement.

4.7 PAYMENT BREAKDOWN

PRE-CONSTRUCTION SERVIC	ES
Design Review, Constructability & Value Engineering	\$ XX,XXX
2. Review of On-site & Off-site Conditions	\$ XX,XXX
Cost Estimating & Cost Controls	\$ XX,XXX
Scheduling/Phasing/Material Purchase Coordination	\$ XX,XXX
5. Bidding (GMP Submittal & Negotiations)	\$ XX,XXX
6. Contingency	\$ XX,XXX
7. TOTAL PRE-CONSTRUCTION SERVICES FEE	\$ XX,XXX

4.7.1 Application for Payment Submittal- The CM shall submit monthly an application for payment for the proportional amount of the Preconstruction

Services Fee which shall be determined by providing all backup documentation for time and materials expended while providing the preconstruction services. Time will be billed at the rates submitted in the RFQ package and incorporated into this agreement.

- 4.7.2 <u>Time Extensions</u>- In the event the performance of the CM is delayed by reasons outside the CM's control, the CM shall request in writing an extension of time for the contract requirements of this Agreement. Said request for extension shall include a proposed revised schedule, and documentation as to the cause of the delay. The CM's sole remedy for delays which impact the time of performance of this Agreement shall be a time extension. No damages for delay shall accrue to the benefit of the CM as a result of any delays to the performance of this Agreement. Specifically, the CM agrees that the failure of the Architect/Engineer to maintain the design schedule shall be non-compensable to the CM and CM's sole remedy shall be an extension of time.
- **4.7.3** Extra Services- Should the CM be requested or required by the City to provide services which the CM believes are outside and/or in addition to the scope of this Agreement, the CM shall within five (5) days of being requested to perform such services, notify the City in writing of the CM's opinion that they are extra services to this Agreement, the reason the CM believes they are outside the scope of this Agreement, and the proposed costs, and time impact, if any, for the performance of same. The City may direct the CM to proceed with such services pending a final determination as to the compensation. In such case, the CM's right to consideration shall not be waived by proceeding as directed.

4.8 <u>City's Right to Require Documentation and Audit</u>

The City may, as deemed necessary, require from the CM support and/or documentation for any submission. Upon execution of the Agreement, the CM agrees that the City shall have unrestricted access during normal working hours to all CM's records relating to this Project including hard copy as well as electronic records for a period of three years after final completion.

ARTICLE V GMP PROPOSAL AND ACCEPTANCE/REJECTION

5.1 Subcontract Bids

The CM shall open subcontract bids from the pre-approved list of potential subcontractors at a time and place scheduled with the City's Project Coordinator and such other City Representatives in attendance. The CM shall provide a summation and analysis of the apparent low subcontract bids including the identity of any apparent low subcontract bidders which the CM does not wish to employ. Such identification and proposal of non-utilization by the CM shall require specific written reason for same.

5.2 CM Fee, Profit, General Conditions, Contingency

The CM shall propose the amount to be included in the GMP for the Construction Manager's General Conditions costs and the Contingency as defined herein.

5.3 Total Fee

The sum of the totals of the two above paragraphs shall comprise the proposed GMP for the Project and shall form the basis of negotiations between the CM and the City.

5.4 Process Concerning GMP

The City shall have the option of accepting or rejecting the GMP as presented by the CM. Should the GMP be accepted, the GMP Amendment reflecting that acceptance will be executed, and the Contract Price increased by the GMP amount. Should the GMP not be accepted, the City may at its option:

- a) Reject the GMP and direct the Architect/Engineer and CM to investigate, redesign, develop for City approval value engineering possibilities, and other cost savings and to re-submit a new, lesser, proposed GMP. This may at the City's option, include reduction in scope. All to be done at no additional cost to be City.
- b) Reject the GMP, take possession of the plans and specifications, and bid the work to a General Contractor or otherwise complete with other forces or take such action, if any, that the City may determine is in its best interest. In this event, the CM shall not perform nor be compensated for, any services on the Project beyond the agreed Construction Preconstruction Services Fee herein. In the event any option under this subparagraph is chosen by the City, the CM is obligated to immediately turnover to the City all plans, specifications and other project related documentation.
- c) If and when accepted by the City, the GMP shall be formalized by the execution of the GMP Amendment (Exhibit I).
- d) The City shall determine, after each negotiation session, unless agreement is reached, if further negotiations are warranted. If not, the negotiations shall be declared not to be successful and the City shall take possession and ownership of all documents produced for the Design and Bid Phase, pay the CM any remaining undisputed Construction Manager's Fee, and proceed under the requirements noted under this paragraph, and the City and CM shall be mutually released from any further obligation each to the other.

- e) The City shall have no obligation to accept the GMP Proposal of the CM regardless of that Proposals' relationship to the Budget or the most current estimate or for any other reason.
- f) Should the Construction Manager realize any savings from the negotiated Schedule of Values, the City shall receive 75% of said savings with no line item integrity. The City reserves the right to audit all contract related documents at any time during the Project and at the end of the Project.

ARTICLE VI TERMINATION

6.1 <u>Termination for Cause</u>

The City may terminate this Agreement for cause in the event that the CM (1) violates any provisions of this Agreement or performs same in bad faith; or (2) unreasonably delays the performance of the Services, and CM fails to cure same within thirty (30) days following written notice to CM. In that event, such termination shall become effective upon seven (7) days written notice to CM.

- 6.1.1 In the event this Agreement is terminated by the City for cause, the City, at its sole option and discretion, may take over the Services and complete them by contracting with another CM or otherwise. In such event, the CM shall be liable to the City for any additional cost incurred by the City due to such termination. "Additional Cost" is defined as the difference between the actual cost of completion of such incomplete services, and the cost of completion of such Services which would have resulted from payments to the CM hereunder had the Agreement not been terminated
- 6.1.2 Payment only for Services satisfactorily performed by the CM and accepted by the City prior to receipt of a Notice of Termination for Cause, shall be made in accordance with this Article 6 herein and the City shall have no further liability for compensation, expenses or fees to the CM.
- 6.1.3 Upon receipt of a written Notice of Termination, the CM shall promptly assemble and submit to the City, as provided herein or as required in the written notice, all documents, including drawings, calculations, specifications, correspondence, and all other relevant materials affected by such termination.
- 6.1.4 In the event of a termination for cause, no payments to the CM shall be made (1) for Services not satisfactorily performed, as same shall be determined at the City's option and discretion; and (2) for assembly of submittal of documents, as provided above.

6.2 <u>Termination for Convenience</u>

The City, in addition to the rights and options to Terminate for Cause, as set forth above, or any other provisions set forth in this Agreement, retains the right to terminate this Agreement at its sole option, at any time, for convenience, without cause and without penalty, when in its sole discretion it deems such termination is in the best interest of the City, upon notice to CM, in writing, fourteen (14) days prior to termination.

6.2.1 In the event the City terminates the CM's services for its convenience, as provided herein, the CM shall be compensated for all Services rendered up to the time of receipt of said written termination notice, and for the assembly and submittal to the City of documents for the Services performed, in accordance with Article 6 herein, and the City shall have no further liability for compensation, expenses or fees to the CM, except as set forth in this Article 6.

6.3 <u>Termination by CM</u>

The CM may only terminate this Agreement for cause in the event that the City willfully violates any provisions of this Agreement or unreasonably delays payment for the Services, and has failed to cure same within thirty (30) days following written notice from the CM. In that event, CM may terminate this Agreement upon written notice to the City, which termination shall become effective thirty (30) days from the date of said Notice. In that event, payment for Services satisfactorily performed prior to the date of termination shall be made in accordance with this Article 6.

6.3.1 The CM shall have no right to terminate this Agreement for convenience of the CM.

6.4 <u>Implementation of Termination</u>

In the event of termination, either for cause or for convenience, the CM, upon receipt of the notice of termination, shall (1) stop the performance of Services under this Agreement on the date and to the extent specified in the Notice of Termination; (2) place no further orders or subcontracts except for any that may be authorized, in writing, by the City, prior to their occurrence; (3) terminate all orders and subcontracts to the extent that they relate to the performance of the Services terminated by the Notice of Termination; (4) promptly assemble and submit, as provided herein, all documents for the services performed. including drawings. calculations. specifications, correspondence, and all other relevant materials affected by the termination; and (5) complete performance of any Services as shall not have been terminated by the Notice of Termination and as specifically set forth therein.

6.5 Non-solicitation

The CM warrants that it has not employed or retained any company or person, other than an employee working solely for the CM, to solicit or secure this Agreement; and

that it has not paid, nor agreed to pay any company or other person any fee, Council, gift or other consideration contingent upon the execution of this Agreement. For breach or violation of this warranty, the City has the right to terminate this Agreement without liability to the CM for any reason whatsoever.

ARTICLE VII INDEMNIFICATION

- 7.1 CM shall, at all times hereafter, indemnify, hold harmless and defend the City, its agents, servants and employees from and against any claim, demand or cause of action of any kind or nature arising out of the negligent act, error, or omission of CM, its agents, servants or employees in the performance of services under this Agreement.
- 7.2 In the event that CM abandons this Agreement or causes it to be terminated by City, CM shall indemnify, hold harmless and defend the City, its agents, servants and employees against any loss pertaining to such termination.
- 7.3 CM hereby affirms that it shall be responsible for the acts, errors and omissions of its Subcontractors and it shall indemnify, defend and save harmless the City, its agents, servants and employees from any and all claims by third parties which may arise on account of services rendered by CM's Subcontractors.
- 7.4 The provisions of this Section shall survive the expiration or earlier termination of this Agreement.

ARTICLE VIII MISCELLANEOUS

8.1 Ownership of Documents

All finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared or provided by CM in connection with this Agreement shall become the property of the City, and shall be delivered by CM within ten (10) days after receipt of written notice. Any re-use of documents by City without written verification or adaptation by CM for the specific purpose intended will be without liability to CM.

8.2 Records

CM shall keep such records and accounts and require any and all CM and Subcontractors to keep such records and accounts as may be necessary in order to record complete and correct entries as to personnel hours charged to the Project, and any expenses for which CM expects to be reimbursed. All books and records relative to the Project will be available at all reasonable times for examination and audit by City and shall be kept for a period of three (3) years after the completion of all work to be

performed pursuant to this Agreement. Incomplete or incorrect entries in such books and records will be grounds for City's disallowance of any fees or expenses based upon such entries. All books and records which are considered public records shall, pursuant to Chapter 119, Florida Statutes, be kept by CM in accordance with such statutes.

8.3 Equal Opportunity Employment

8.3.1 CM agrees that it will not discriminate against any employee or applicant for employment for work under this Agreement because of race, color, religion, sex, age, national origin, disability or sexual orientation and will take affirmative steps to ensure that applicants are employed and employees are treated during employment without regard to sexual orientation, race, color, religion, sex, age, national origin, or disability. This provision shall include, but not be limited to, the following: employment upgrading, demotion or transfer; recruitment advertising, layoff or compensation; and selection for training, including apprenticeships. CM agrees to furnish City with a copy of its Affirmative Action Policy.

8.4 Public Entity Crimes Act

In accordance with the Public Entity Crimes Act (Section 287.133, Florida Statutes), a person or affiliate who is a CM, 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 bid on leases of real property to the City, may not be awarded or perform work as a CM, supplier, subcontractor, or subcontractor under a contract with the City, and may not transact business with the City in excess of the threshold amount provided in Section 287.017, Florida Statutes, for Category Two for a period of 36 months from the date of being placed on the convicted vendor list. Violation of this Section by CM shall result in cancellation and may result in CM's debarment.

8.5 No Contingent Fee

CM warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for CM, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual or firm other than a bona fide employee working solely for CM any fee, Council, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, City shall have the right to terminate the Agreement without liability at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, Council, percentage, gift, or consideration.

8.6 Assignment

This Agreement, or any interest herein, shall not be assigned, transferred or otherwise encumbered by CM, under any circumstances, without the prior written consent of City.

8.7 Insurance

The CM shall comply throughout the term of this Agreement with the insurance requirements stipulated herein. It is agreed by the parties that the CM shall not commence with work on the Project until satisfactory proof of the following insurance coverage has been furnished to the City. The Consultant will maintain in effect the insurance coverage as specified in Section 2.9 of RFP.

8.8 All Prior Agreements Superseded/Amendments

This document incorporates and includes all prior negotiations, correspondence, conversations, agreements or understandings applicable to the matters contained herein; and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements whether oral or written. It is further agreed that no modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

8.9 Notices

Whenever either party desires to give notice unto the other, such notice must be in writing, sent by registered United States mail, return receipt requested, addressed to the party for whom it is intended at the place last specified; and the place for giving of notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the respective places for giving of notice:

FOR CITY OF DORAL:

Edward A. Rojas City Manager City of Doral 8401 NW 53rd Terrace Doral, FL 33166

WITH A COPY TO:

Daniel A. Espino, Esq. Weiss Serota Helfman Pastoriza Cole & Boniske, PL City Attorney

	Gables, CONSTR		\GER:	
WITH	А СОРҮ	TO:		

8.10 Interpretation

The language of this Agreement has been agreed to by both parties to express their mutual intent and no rule of strict construction shall be applied against either party hereto. The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. All personal pronouns used in this Agreement shall include the plural, and vice versa, unless the context otherwise requires. Terms such as "herein," "hereof," "hereunder," and "hereinafter" refer to this Agreement as a whole and not to any particular sentence, paragraph, or section where they appear, unless the context otherwise requires. Whenever reference is made to a Section or Article of this Agreement, such reference is to the Section or Article as a whole, including all of the subsections of such Section, unless the reference is made to a particular subsection or subparagraph of such Section or Article.

8.11 Protection of Records

CM shall protect from harm and damage all data, drawings, specifications, designs, models, photographs, reports, surveys and other data created or provided in connection with this Agreement (collectively, City Property), while such data and materials are in CM's possession. Such duty may include, but is not limited to, making back-up copies of all data stored by electronic device on any media, taking reasonable actions to prevent damage by impending flood or storm (including, but not limited to, removing the City Property to a safe location), and establishing and enforcing such security measures as are reasonably available, considering the customary practice within CM's trade or possession.

8.12 Exhibits and Attachments

In the event of conflict between the terms contained in this Agreement and the terms contained in any of the documents attached or incorporated herein, the terms of this Agreement shall control and shall be given full effect.

8.13 Observance of Laws

Throughout the term of this Agreement, the CM shall keep fully informed of all federal, state and local laws, ordinances, codes, rules, and regulations, and all orders and decrees of bodies or tribunals having jurisdiction or authority which, in any manner, affect work authorized under the terms of this Agreement, and shall further take into account all known pending changes to the foregoing of which it should be reasonably aware. The CM shall at all times observe and comply with all such laws, ordinances, regulations, orders, and decrees.

8.14 Agreement Severable; No Waiver

In the event any provisions of this Agreement shall be held to be invalid and unenforceable, the remaining provisions shall be valid and binding upon the parties. One or more waivers by either party of any provision, term, condition or covenant shall not be construed by the other party as a waiver of a subsequent breach of the same by the other party.

8.15 City's Own Forces

The City reserves the right to perform construction and operations related to the Project with the City's own forces, and to award contracts in connection with the Project which are not part of the CM's responsibilities under this Agreement.

8.16 Governing Law And Exclusive Venue

This Agreement shall be governed by, and construed in accordance with, the laws of the State of Florida, both substantive and remedial, without regard to principles of conflict of laws. The exclusive venue for any litigation arising out of this Agreement shall be Miami-Dade County, Florida, if in state court, and the U.S. District Court, Southern District of Florida, if in federal court. BY ENTERING INTO THIS AGREEMENT, CM AND CITY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO, OR ARISING OUT OF, THIS AGREEMENT.

8.17 <u>Limitation of Liability</u>

8.17.1 The City desires to enter into this Agreement only if in so doing the City can place a limit on City's liability for any cause of action for money damages due to an alleged breach by the City of this Agreement, so that its liability for any such breach never exceeds the Fee paid to CM herein, less any sums paid by the City. CM hereby expresses its willingness to enter into this Agreement with CM's recovery from the City for any damage action for breach of contract to be limited to a maximum the Fee paid to CM herein, less any sums paid by the City.

8.17.2 Accordingly, and notwithstanding any other term or condition of this Agreement, CM hereby agrees that the City shall not be liable to CM for damages in an amount in excess the Fee paid to the CM herein, less any sums paid by the City, for any action or claim for breach of contract arising out of the performance or non-performance of any obligations imposed upon the City by this Agreement. Nothing contained in this subparagraph or elsewhere in this Agreement is in any way intended to be a waiver of the limitation placed upon City's liability as set forth in Section 768.28, Florida Statutes.

8.18 Counterparts

This Parties may execute this Agreement in one or more individual counterparts, which, when compiled, constitute one fully executed agreement.

IN WITNESS WHEREOF, the Parties have set their hands and seals the day and year first above written.

ATTEST:	THE CITY OF DORAL	
Barbara Herrera, City Clerk	Edward A. Rojas, City Manager	
Weiss Serota Helfman Pastoriza C City Attorney	Cole & Boniske, PL	
ATTEST:	Florida Contractor License: Insert License	#

By:	By: CM President?
Print Name	Print Name

EXHIBIT "A"

AMENDMENT TO AGREEMENT FOR CONSTRUCTION MANAGEMENT AT-RISK SERVICES FOR NW 114th AVENUE PARK

THIS AMENDMENT (the "GMP Amendment No"), made and entered into as of this
udy 01 . hereby amends that certain Agreement for Construction
Management At-Risk Services For NW 114th Avenue Park (the "Agreement") by
between the City of Doral (the "City") and the Construction Manager ("CM"). The City
and CM may be referred to individually as a "Party" or collectively as the "Parties."
Parties."

RECITALS

WHEREAS, the Parties hereto entered into the Agreement on for the provision of construction management at-risk services pursuant to Request for Proposals Construction Manager At-Risk to Provide Preconstruction & Construction Services Via a Guaranteed Maximum Price Amendment for the NW 114th Avenue Park - No. 2014-36 (the "RFP"); and

WHEREAS, the Parties have negotiated a Guaranteed Maximum Price (the "GMP"), including, but not limited to, CM fees and costs, for construction and warranty services and other services as set forth herein, in the Agreement, and the RFP; and

WHEREAS, the CM represents that the CM, Subcontractors, material and equipment suppliers have compared Phasing, Demolition, Architectural, Structural, Mechanical, Electrical, Plumbing, Civil and Site Drawings and Specifications and have compared and reviewed all general and specific details on the Drawings and that all conflicts, discrepancies, errors and omissions, which are within the commonly accepted knowledge base of a licensed general contractor, subcontractor, trades persons, manufacturers or other parties required to carry out the work involved in this Amendment, have been corrected or clarified prior to execution of this GMP Amendment to the Contract, and therefore CM warrants that the GMP (exclusive of contingency) includes, without limitation, the cost of correcting all conflicts, discrepancies, errors, or omissions which CM identifies, or should have identified through the exercise of reasonable skill and care, during the preconstruction phase of this Contract; and

WHEREAS, the CM's review and comparison of all drawings has taken into consideration the total and complete functioning of all systems and therefore the CM represents that the GMP represents the total cost for complete and functional systems; and

WHEREAS, the Owner and the Construction Manager have agreed to amend the Agreement in the manner set forth herein.

<u>AGREEMENT</u>

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated herein and made a part hereof by this reference, the mutual promises and covenants contained herein, in the Agreement and the RFP, and for such other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the City and the CM do hereby agree as follows:

Generally

1. This GMP Amendment No. ____ is executed in connection with, and is deemed to be part of the Agreement and the RFQ. Wherever the terms of this GMP Amendment No. ___ and the terms of the Agreement and the RFQ are in conflict, the terms of this GMP Amendment No. ___ shall govern and control. The terms used herein, unless otherwise defined in this GMP Amendment No. ___ shall have the meanings ascribed to them in the Agreement and RFQ.

Guaranteed Maximum Price

- 2. Pursuant to Article III and V of the Agreement, the Parties have agreed to the eta
- 3. The following documents shall be incorporated herein and made a part hereof and identified as "Contractual Documents":
 - a. The Construction Documents referenced in the checklist, which is attached hereto and made a part hereof as **Attachment "1"**; and
 - b. The "Specifications", which is attached hereto and made a part hereof as **Attachment "2"** (the "Specifications"); and
 - The Additional Contract Documents, including the RFQ and the executed preconstruction services, which is attached hereto and made a part hereof as Attachment "3"; and
 - d. The GMP Book, including the Construction Manager's Proposal, Qualifications and Assumptions, which is attached hereto and made a part hereof as **Attachment "4"**; and
 - e. The Construction Manager's Salary and Wage Schedule, which is attached hereto and made a part hereof as **Attachment "5"**,; and
 - f. The Scope of the Work for the Project, NW 114th Avenue Park, contemplated in this **GMP Amendment No.___**, and as provided in the RFP and the Agreement, is hereby incorporated into the Work; and

- g. The Project Schedule, which is attached hereto and made a part hereof as Attachment "6"; and
- h. The Construction Manager's Onsite Management and Supervisory Personnel which is attached hereto and made a part hereof as **Attachment "7"**; and
- i. The date of Commencement for the construction of the NW 114th Avenue Project in this **GMP Amendment No.___**, shall commence upon the issuance of Notice To Proceed (NTP) # 2, by the parties hereto (the "Date of Commencement").
- j. The Construction Manager shall achieve Substantial Completion of the Work for the NW 114th Avenue Park Project contemplated in this **GMP Amendment No.**____, no later than 270 calendar days from the issuance of NTP # 2, the Date of Commencement (the "Contract Time"), and Final Completion, not later than thirty (30) calendar days from the date of Substantial Completion. Failure to meet either the Substantial Completion or Final Completion dates shall be a material breach of this Agreement and liquidated damages will be assessed thereinafter.
- k. Upon failure of the Construction Manager to substantially complete the Work contemplated in this **GMP Amendment No.___**, within the specified period of time, plus any approved time extensions, Construction Manager shall pay to the City the sum of \$1,500.00 (One Thousand Five Hundred Dollars And No Cents) for each calendar day after the time specified in subsection 2(j) of this Amendment.
- I. The Guaranteed Maximum Price for the Scope of Work contemplated in this GMP Amendment No.____, for the NW 114th Avenue Park Project, is hereby guaranteed by the Construction Manager not to exceed the sum of ______, based upon the entire Scope of the Work as described in the Contract Documents, as amended herein, and including, but not limited to, the Construction Documents and the Specifications, subject only to additions and deductions by Contract Amendment(s) or Construction Change Directive, as provided in the Contract Documents. The GMP is more particularly itemized in the Schedule of Values prepared in accordance with the terms of the Agreement, the "Schedule of Values," which is attached hereto and made a part hereof as Attachment "8", is attached hereto as. Included in the Schedule of Values and specifically identified herein, the Owner's Contingency inclusive to the Guaranteed Maximum Price for this GMP Amendment No.____, is in the amount of \$______
- m. Should the Construction Manager realize any savings from the negotiated Schedule of Values, the City shall receive 75% of said savings with no line

item integrity. The City reserves the right to audit all contract related documents at any time during the Project and at the end of the Project.

- n. The Construction Manager shall provide Commercial General Liability Insurance, Automobile Liability Insurance, Worker's Compensation Insurance, and Builder's Risk Insurance, in compliance with the provisions of Article II, Insurance and Bonds of the General Conditions of the Contract for Construction.
- o. The Construction Manager shall provide the Public Construction Payment Bond and the Public Construction Performance and Guarantee Bond, in compliance with the provisions of Article II, Insurance and Bonds of the General Conditions of the Contract for Construction.
- p. By executing this **GMP Amendment No.___**, the Construction Manager acknowledges that it has ascertained and verified all existing underground utilities and has coordinated all correct locations for points of connection for all utilities, if any, required for this Project and has identified all clarifications and qualifications for this Project, if any. Utility Locations shall be identified by the Construction Manager and all existing utility connections will be capped as needed, as noted in the Qualification and Assumptions Statement.
- q. To the extent that the Owner has authorized the Construction Manager, in writing, to perform the Work contemplated in this **GMP Amendment No.______**, for this Project with the Construction Manager's own forces, the salary and wage schedule for the Construction Manager's personnel performing such portion of the Work, agreed upon by the City and the Construction Manager, shall be as set forth as required herein. The Construction Manager warrants and represents that the salary and wage schedule includes the comparable market rates (including any and all benefits, contributions and insurance) charged by the Construction Manager for comparable contracts to other business and individuals for similar services, and that such rates are not higher than the standard paid for similar Projects.
- 4. Except as expressly provided herein above all of the terms, conditions, covenants, agreements and understandings contained in the Pre-Construction Contract Documents (and as may have been amended pursuant to this **GMP Amendment No.___)**, shall remain unchanged and in full force and effect, and the same hereby expressly ratified and confirmed by the City and Construction Manager.
- 5. This **GMP Amendment No.** may be executed in several counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have affixed their signatures, effective on the date first written above.

FOR CITY:	CITY OF DORAL
ATTEST:	
By: City Clerk	By: City Manager
By: City Attorney	
FOR CONSTRUCTION MANAGER AT-RISK: ATTEST:	CM Name Florida Contractor License: Insert License #
By: CM, Secretary	By: CM, President
Print Name	Print Name

ATTACHMENT 1 GMP AMENDMENT NO._____

ATTACHMENT 1 CHECKLIST

ATTACHMENT 2 THE SPECIFICATIONS

ATTACHMENT 3 GENERAL AND SUPPLEMENTARY CONDITIONS EXECUTED PRE-CONSTRUCTION SERVICES AGREEMENT

ATTACHMENT 4 GMP BOOK: CONSTRUCTION MANAGER'S PROPOSAL, QUALIFICATIONS AND ASSUMPTIONS

ATTACHMENT 5 CONSTRUCTION MANAGER'S SALARY AND WAGE SCHEDULE

ATTACHMENT 6 PROJECT SCHEDULE

ATTACHMENT 7 ONSITE SITE MANAGEMENT AND SUPERVISORY PERSONNEL

ATTACHMENT 8 SCHEDULE OF VALUES

ATTACHMENT 2 PROJECT SCHEDULE

ATTACHMENT 3 DECLARATION

ATTACHMENT 4 SWORN STATEMENT SECTION 287.133 (3) (A) FS ON PUBLIC ENTITY CRIMES

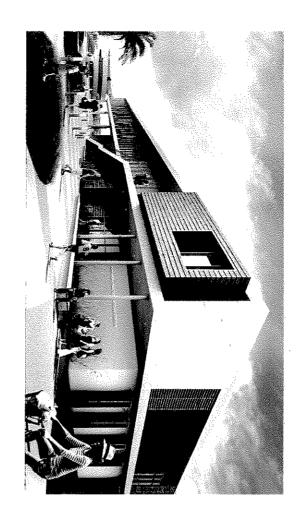
ATTACHMENT 5 INSURANCE CHECKLIST

ATTACHMENT 6 A/E AGREEMENT

ATTACHMENT 7 GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

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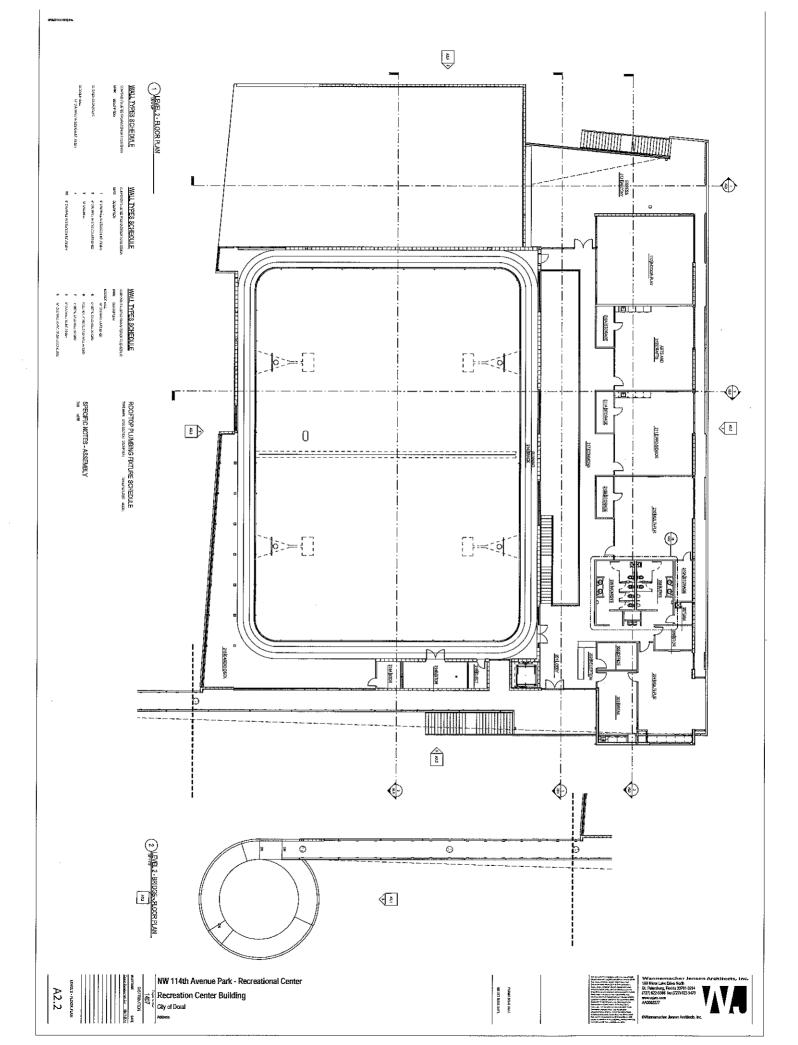
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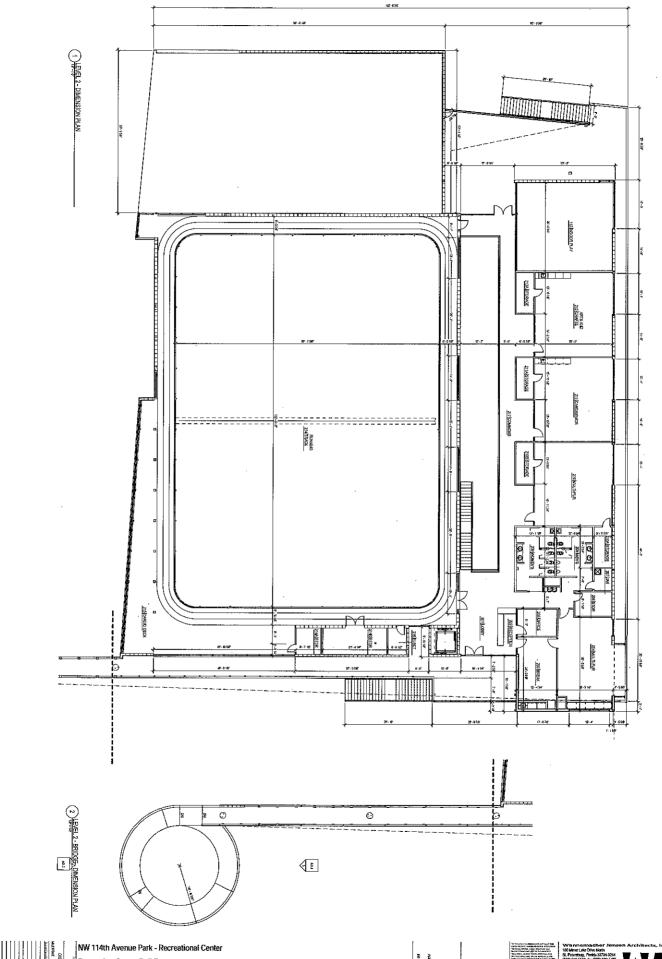
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LEED Consultant
The Spinnaker Group, Inc.
3236 Handinglan, Weston, FL 33332





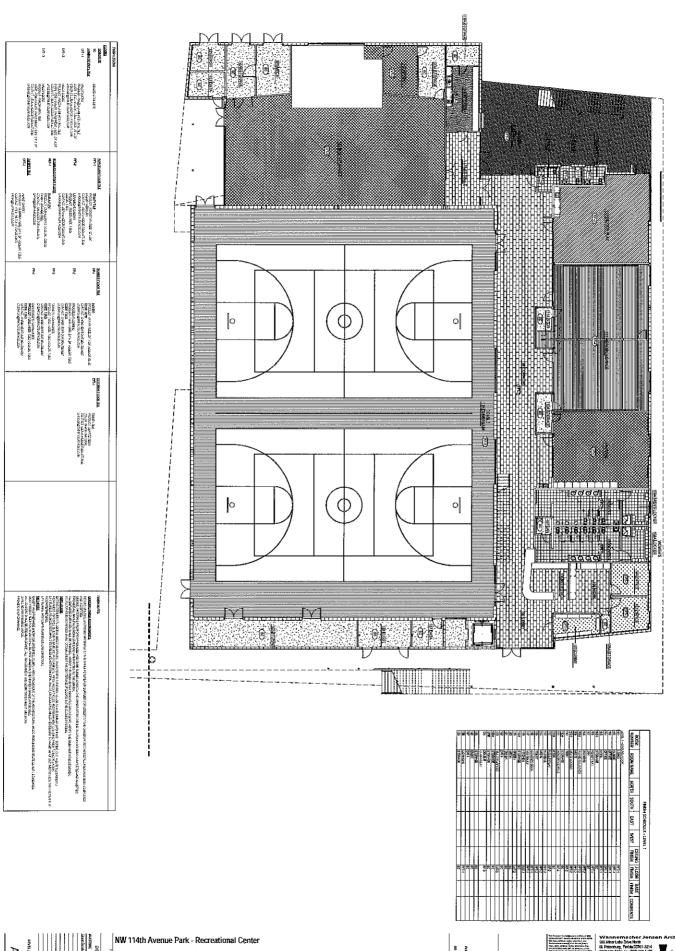
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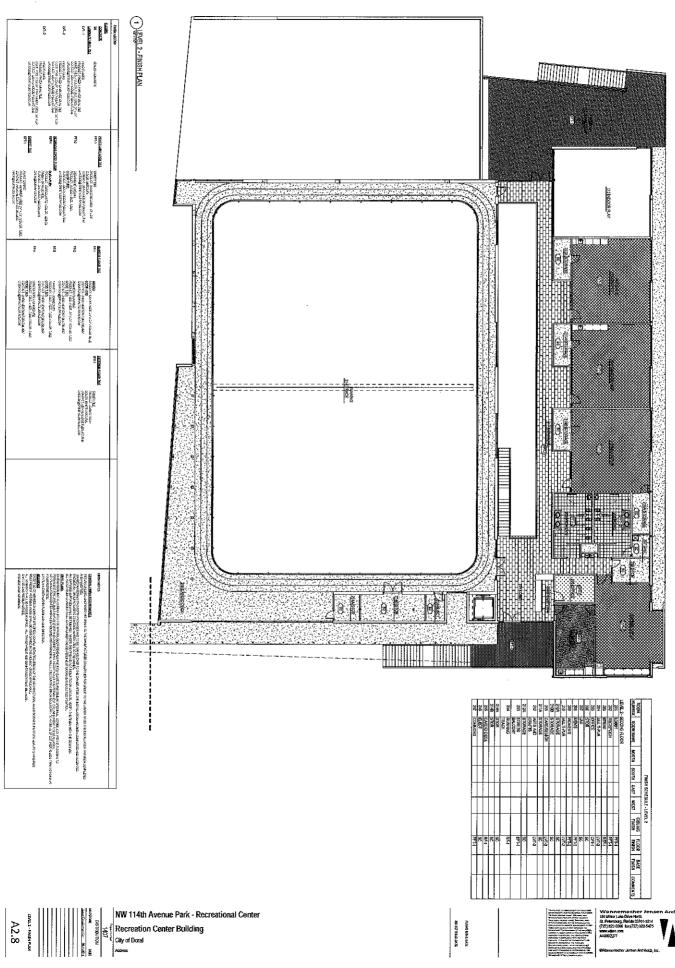


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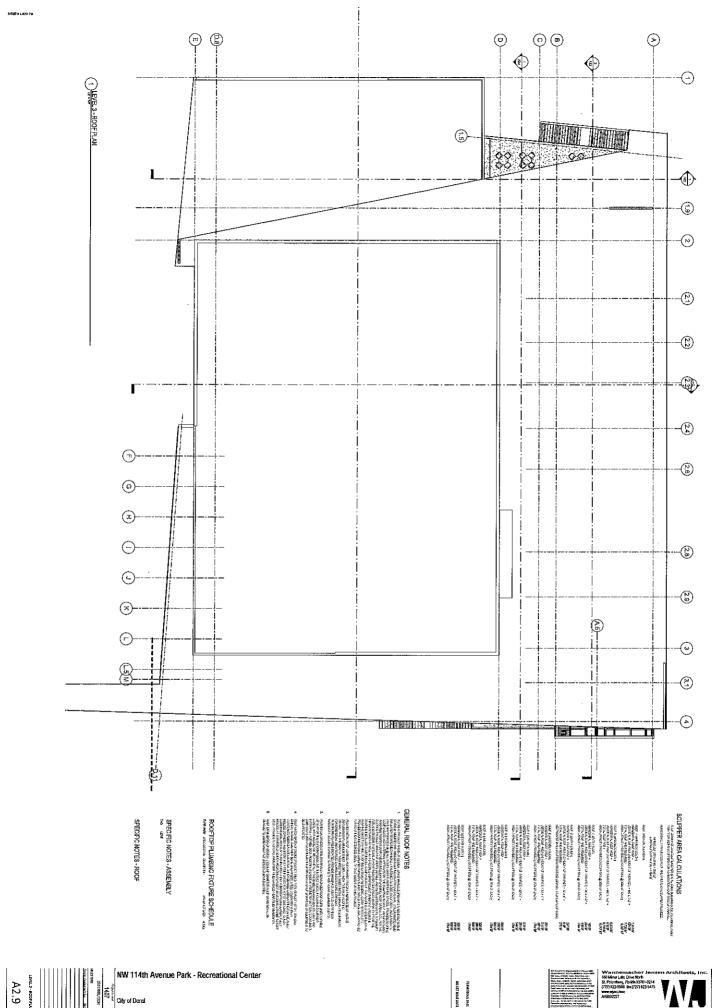




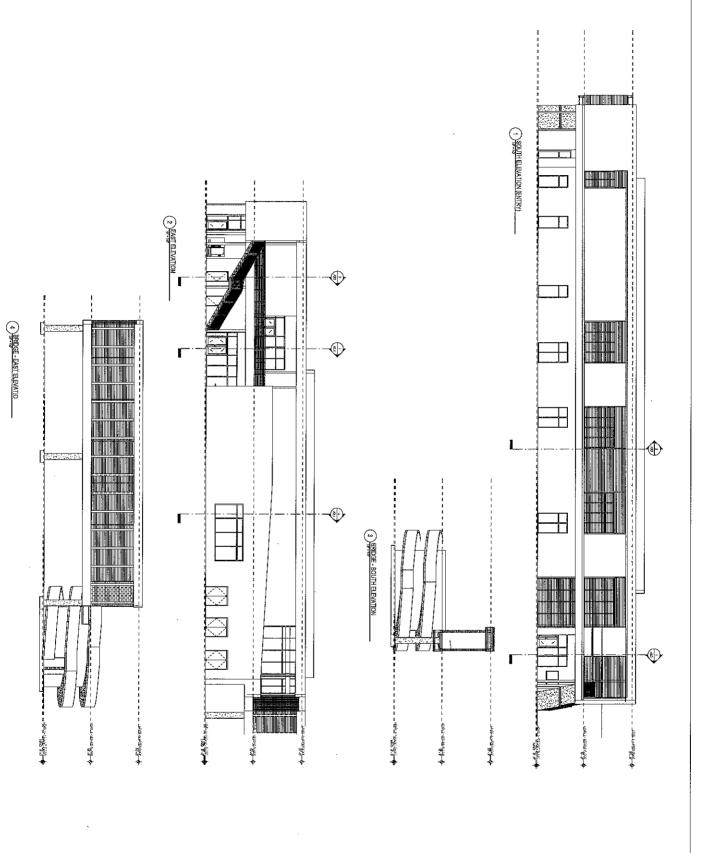


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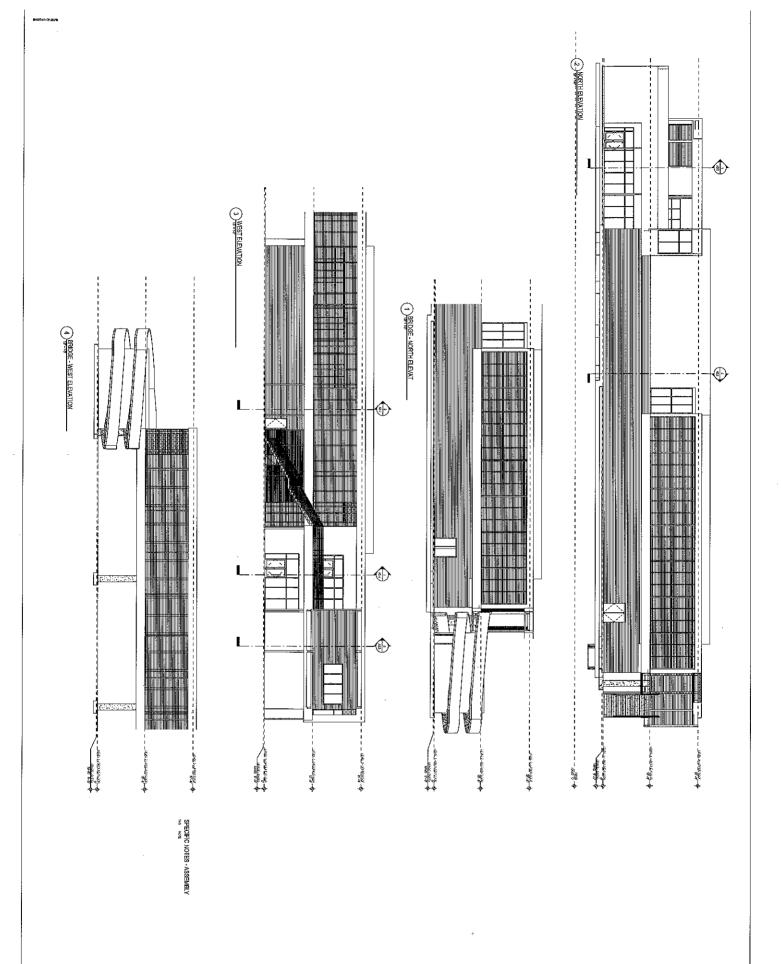


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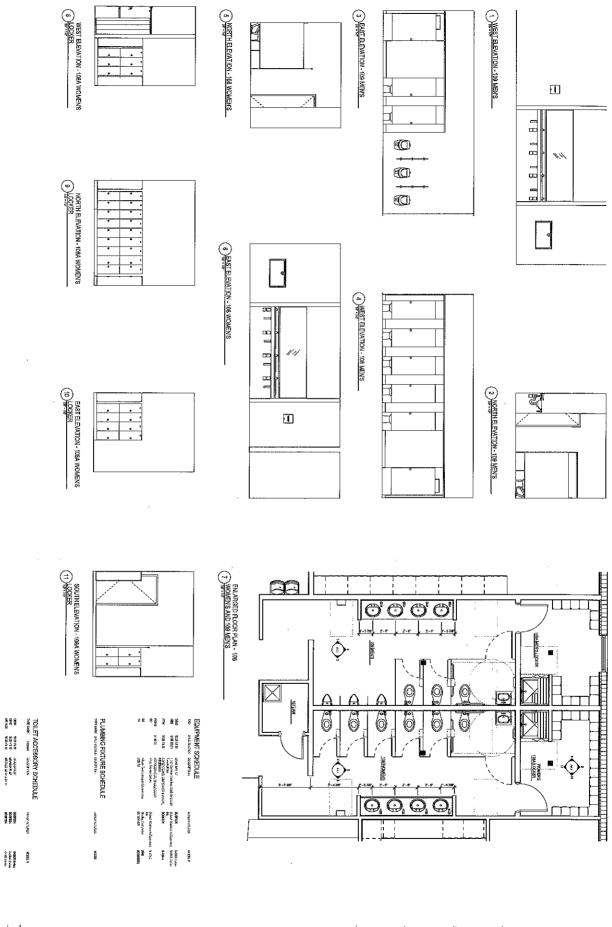
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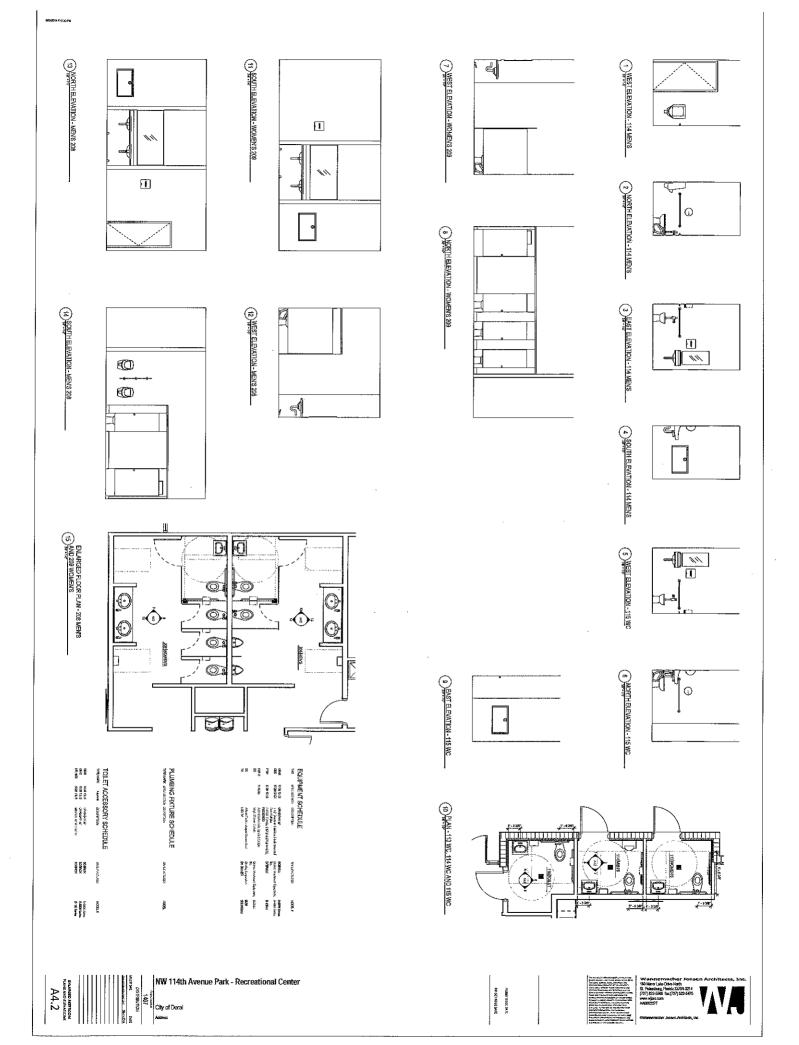


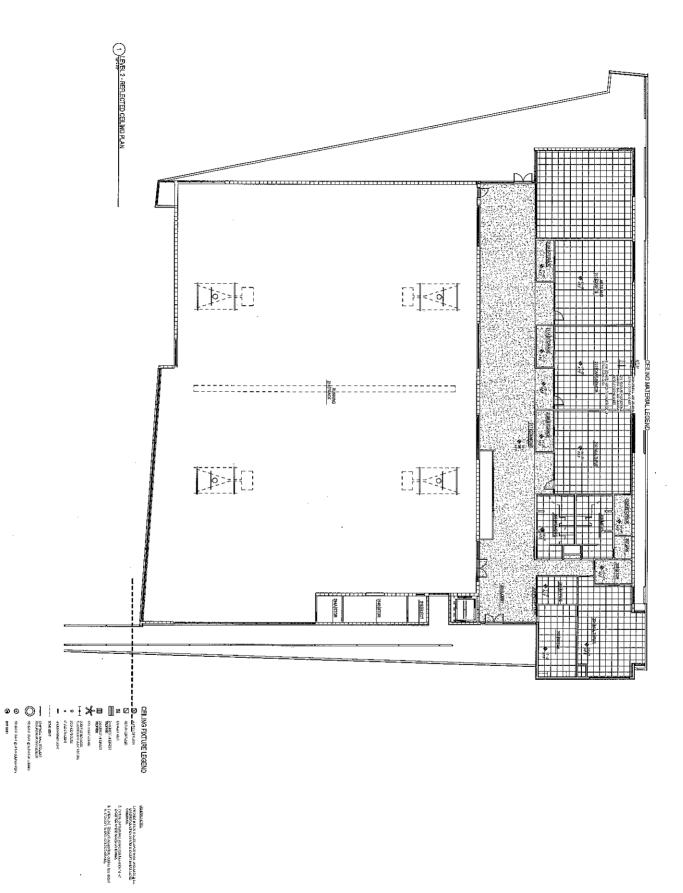
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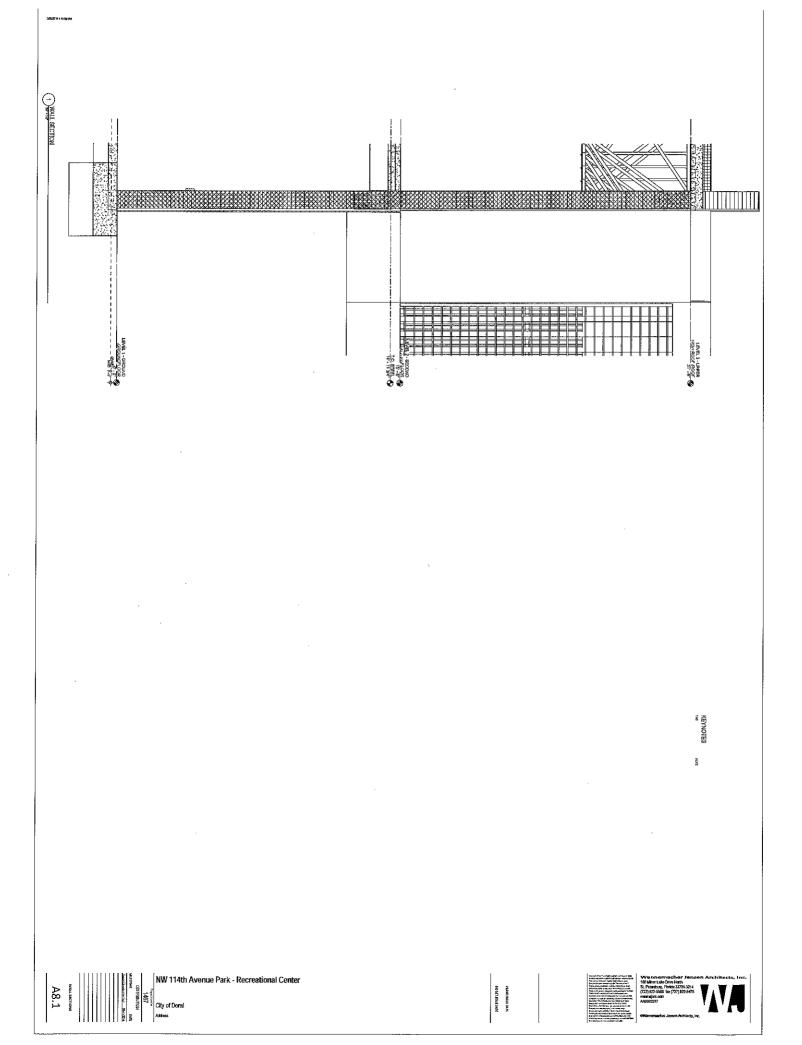




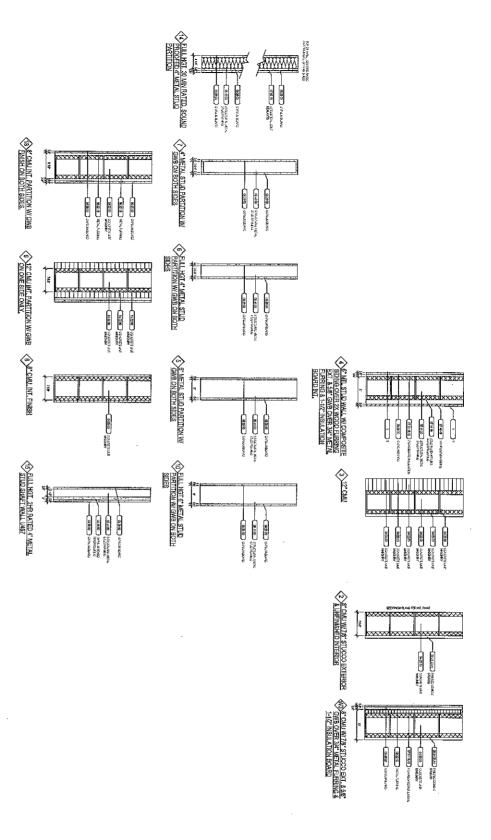
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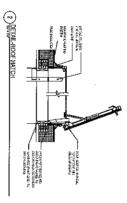


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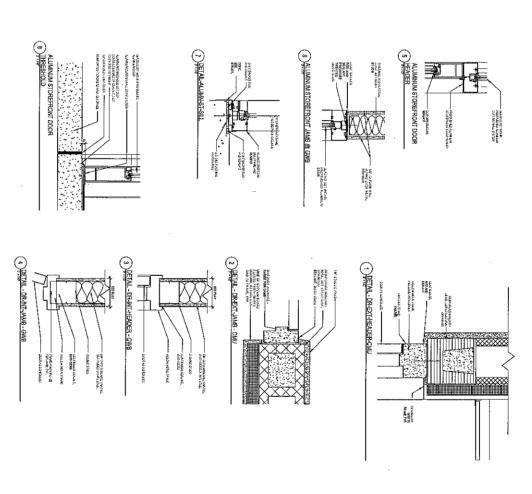




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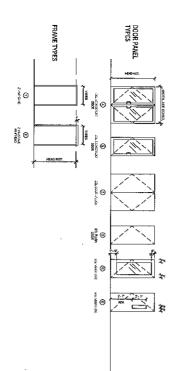
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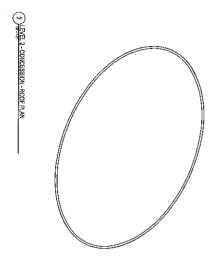
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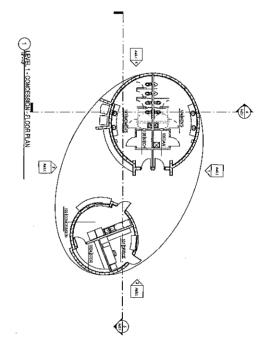
Structural Engineer and MEP TLC Engineering for Architecture, Inc. 500 N West Shore Blvd. Suite 425, Tampe. FL 33509

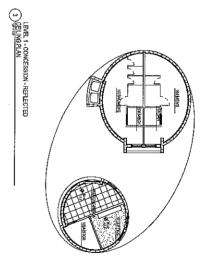
Civil Engineer and Landscape Architect Kimley Horn and Associates, Inc. 1221 Brickwell Avenue, Suite 400, Miemi, Ft. 20131

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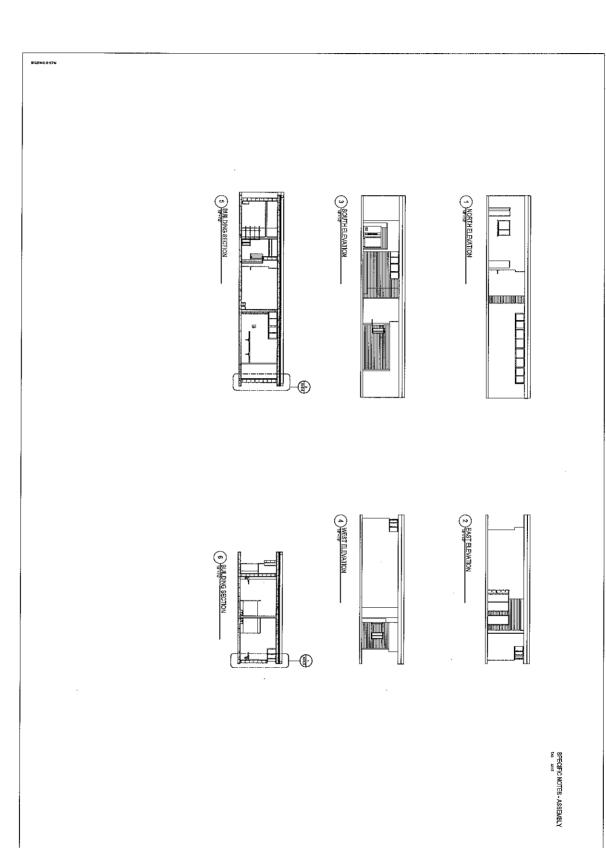




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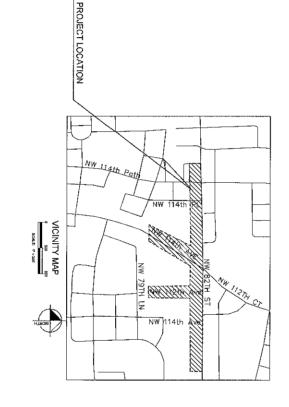




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CONTRACT DOCUMENTS



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ASHAI, FLORGA, ASIA
PHONE, NO-ANOMES
DONTAGT, BROWN C. GREEN

CIVIL ENGINEER
PALEYHDRA & ASSOCIATES
121 INDICAL, AVENUE, SAITE 400
SANAL, EXCENDE, 43131
PHONE, 306-673-6035
COLINGT, JAMA UNIDARZ

PROJECT TEAM:

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LANDSCAPE ARCHITECT

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PHOVE: 504-87-2028

CONTACT, GRONDE RUMO

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WASHINGTO COUNTY FIRE DEPARTMENT

1005 SW 28 ST

WANT, FLORIDA 30776

PHONE: 756-316-2771

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LIST OF CONTACTS:

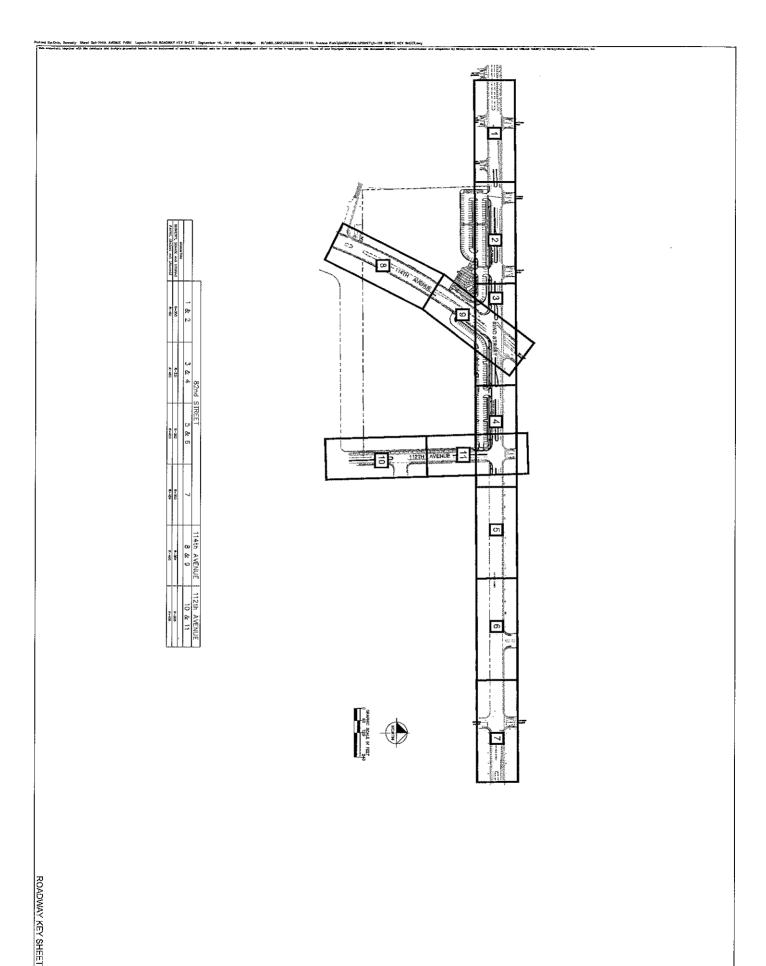
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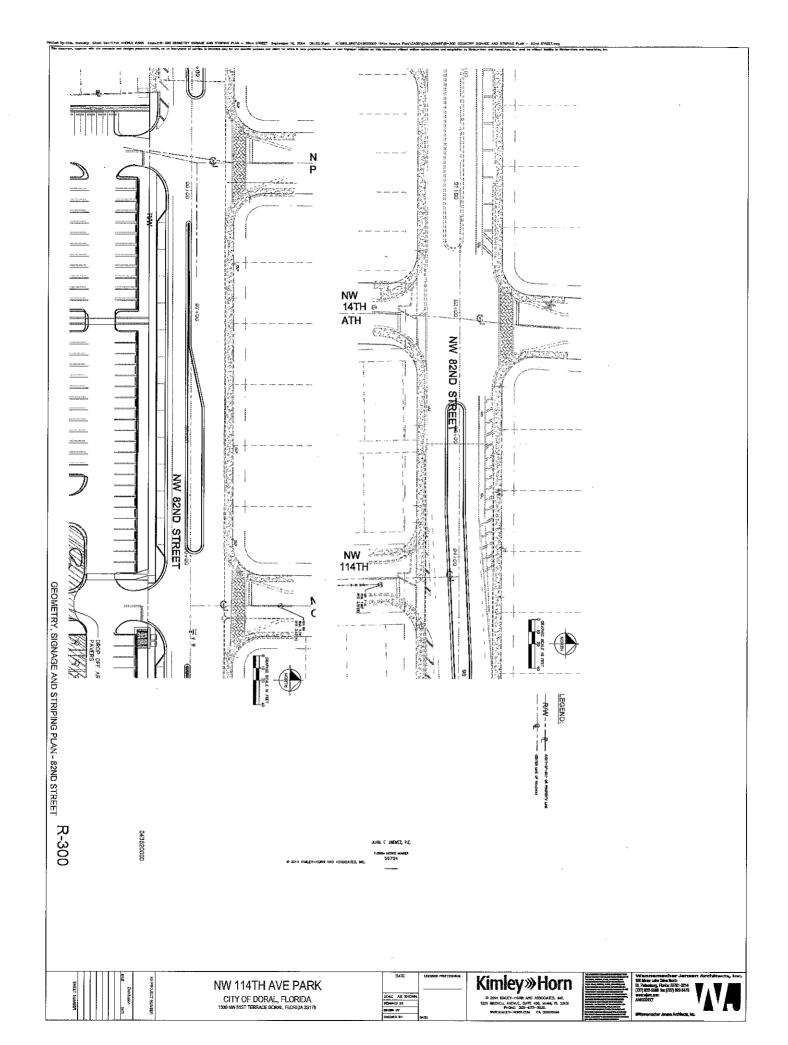
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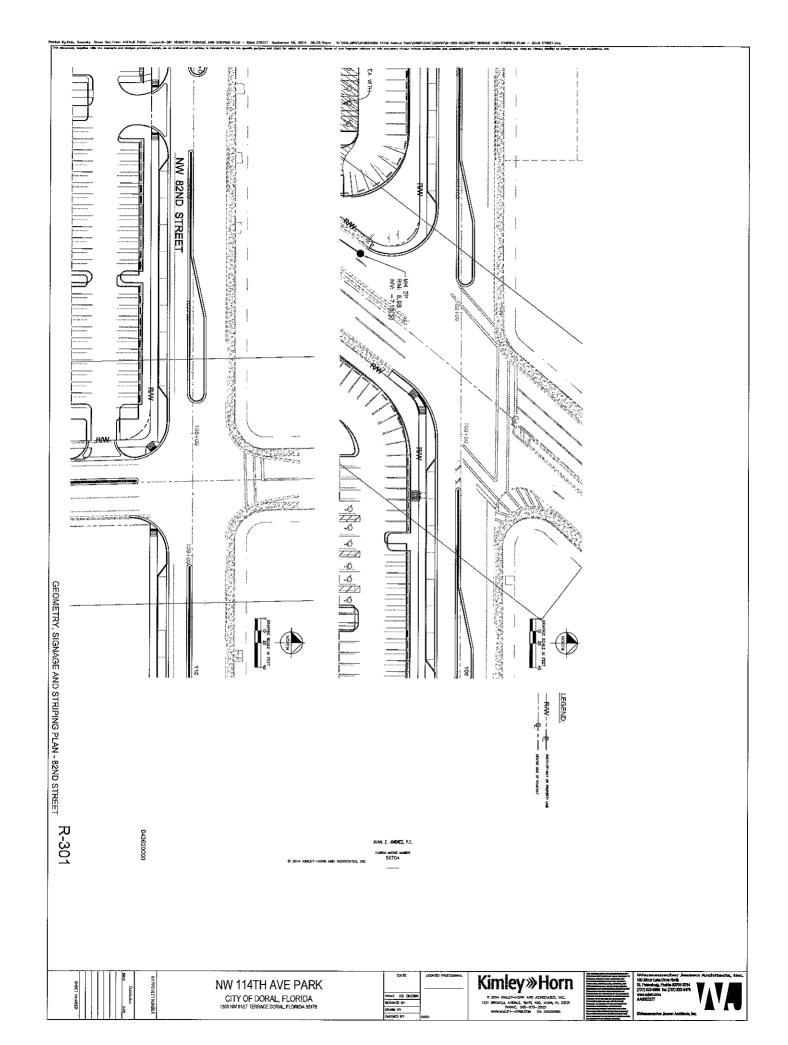
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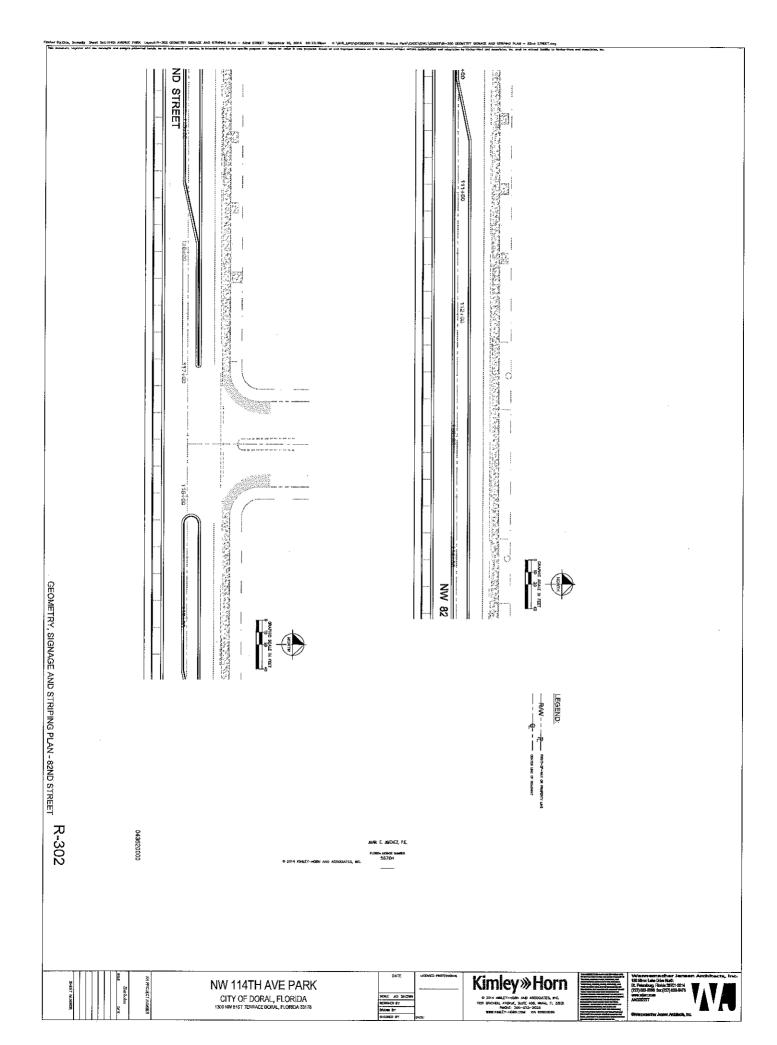
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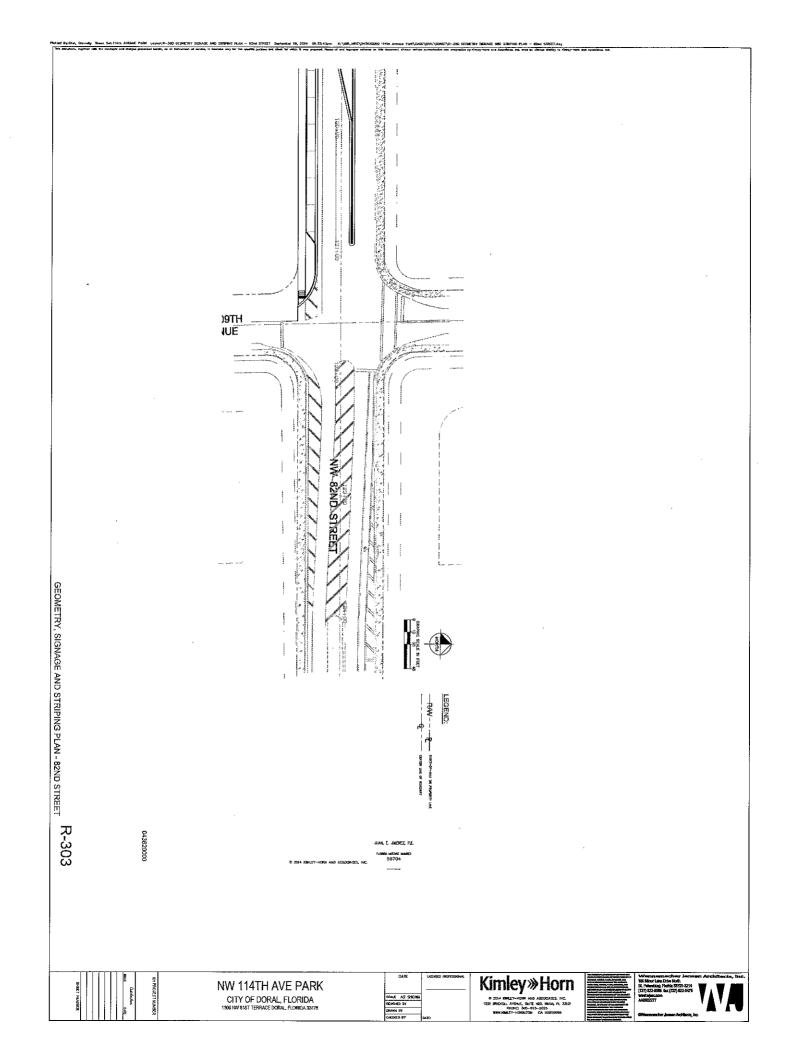
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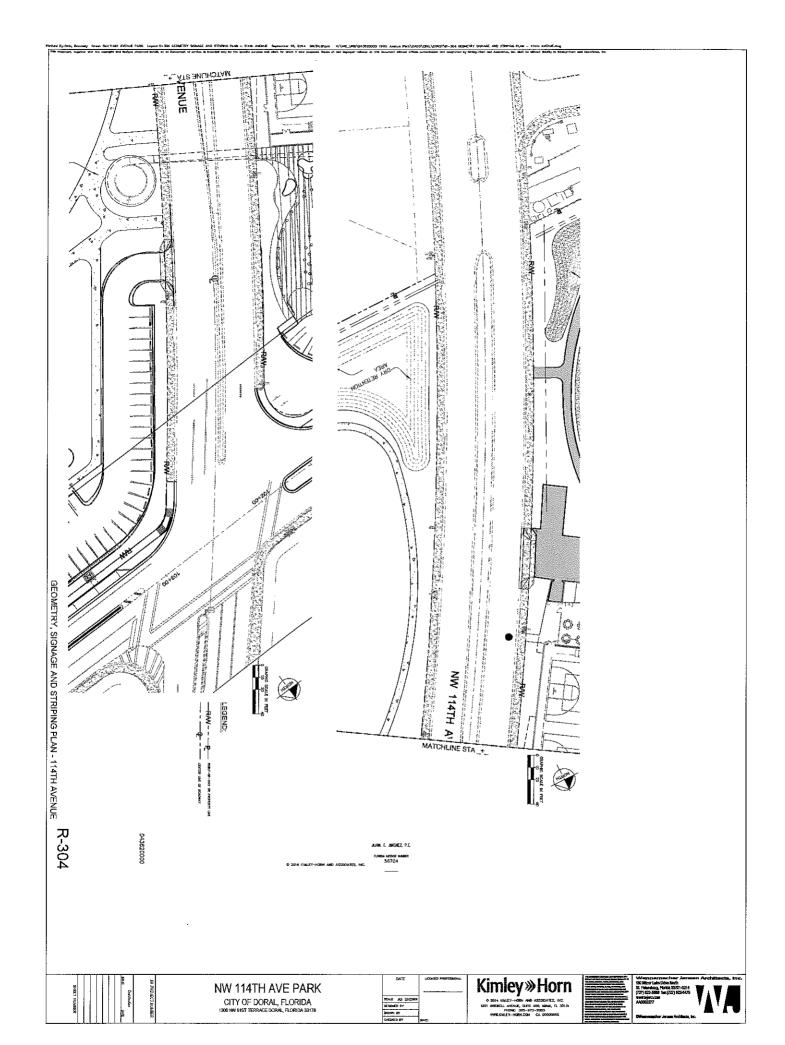


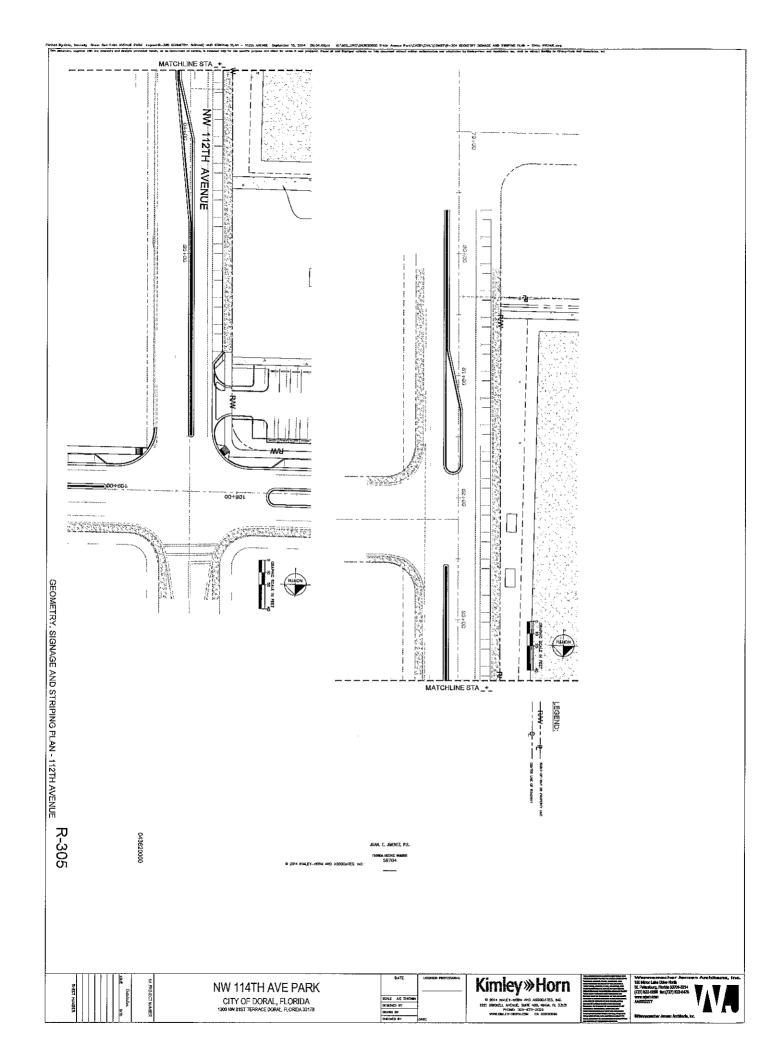


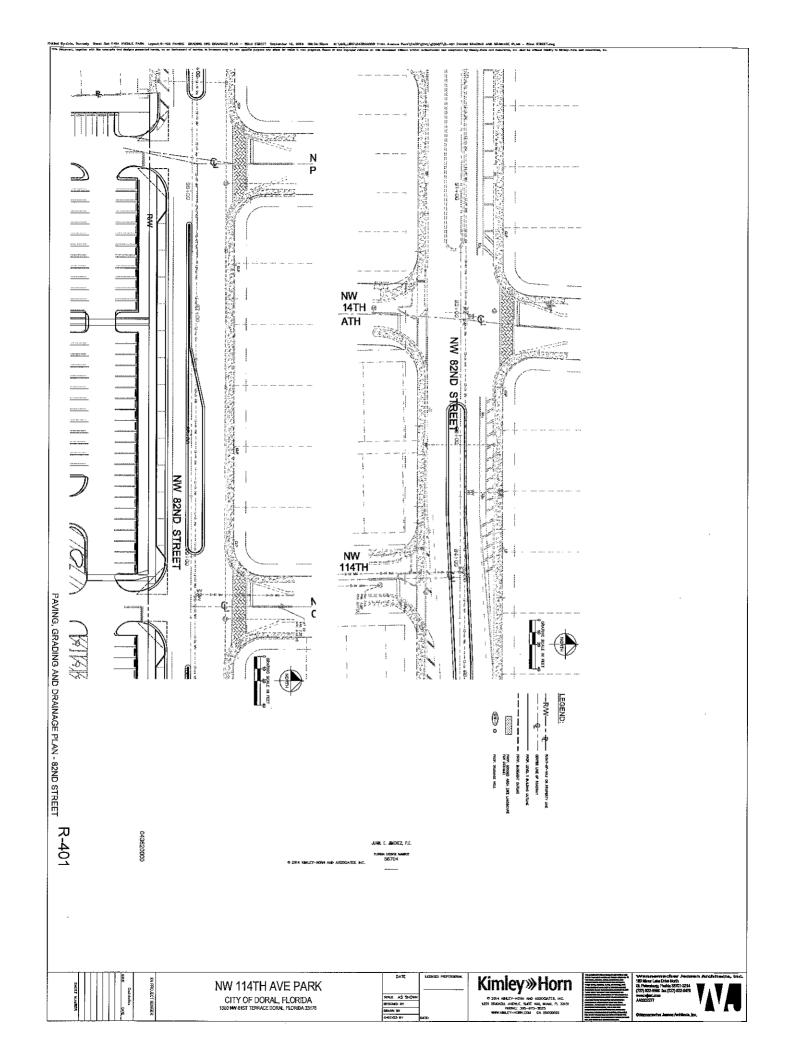


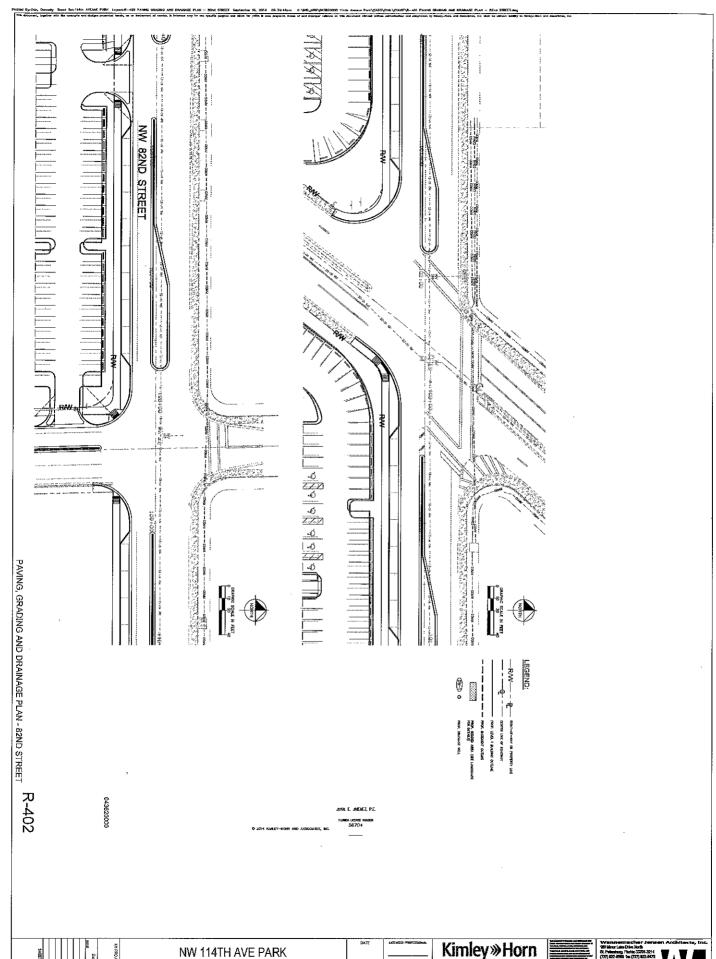












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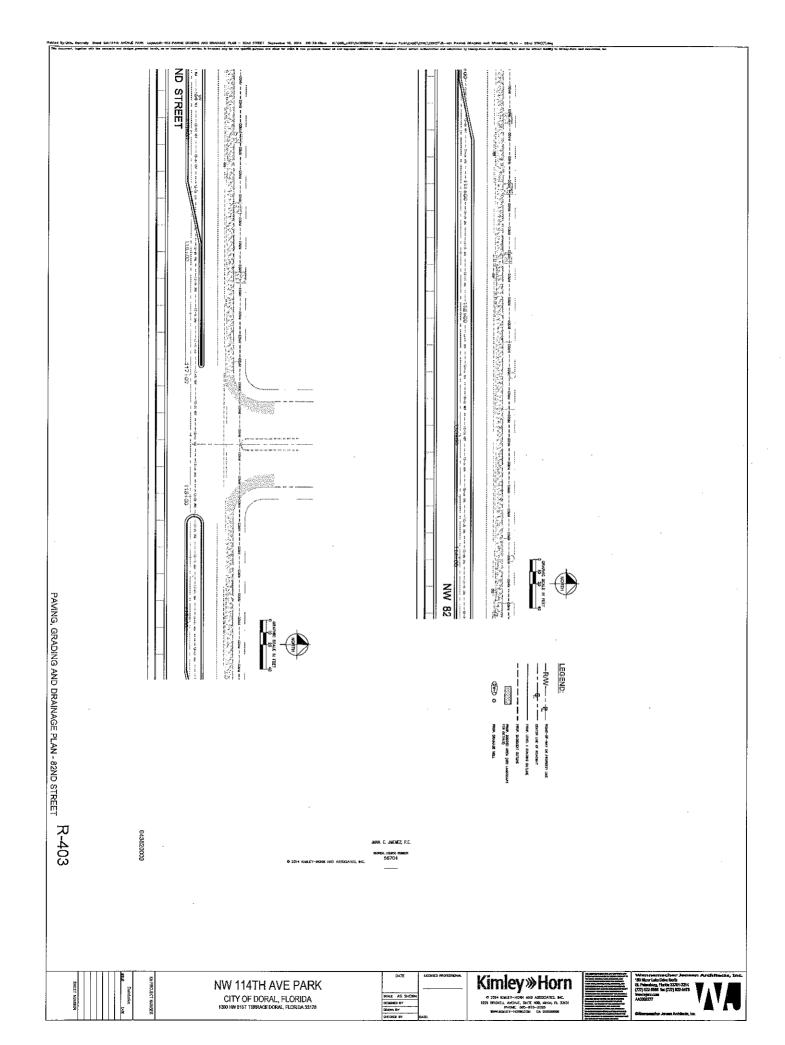
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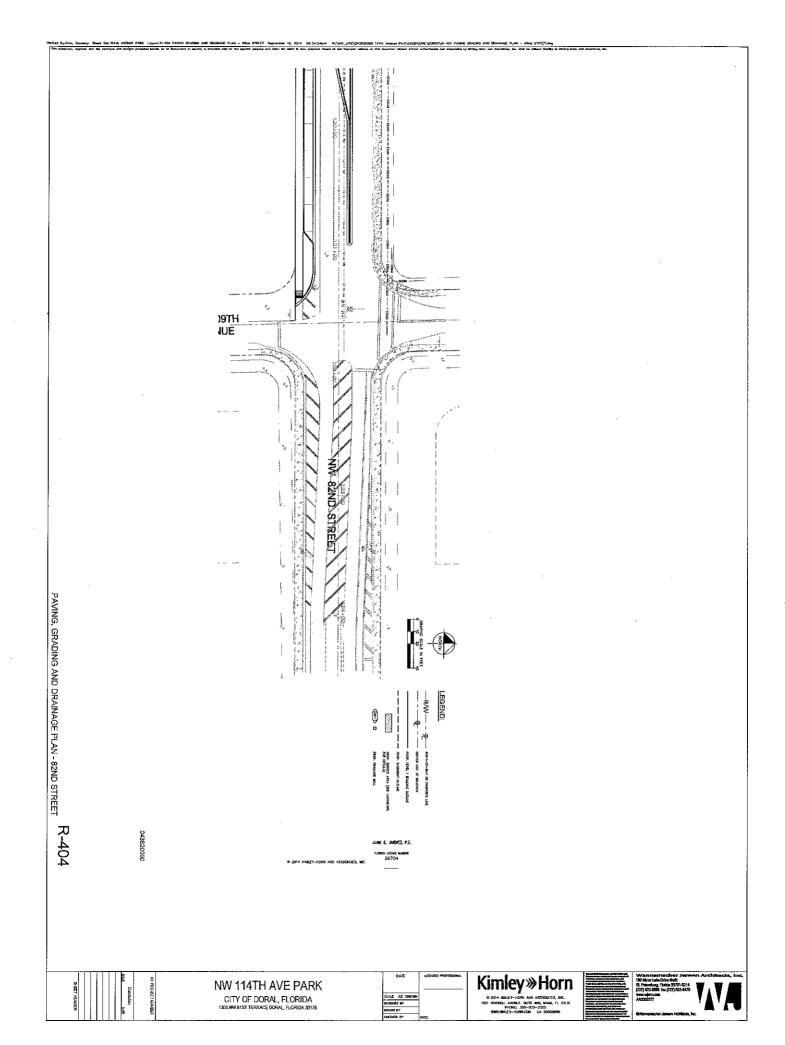
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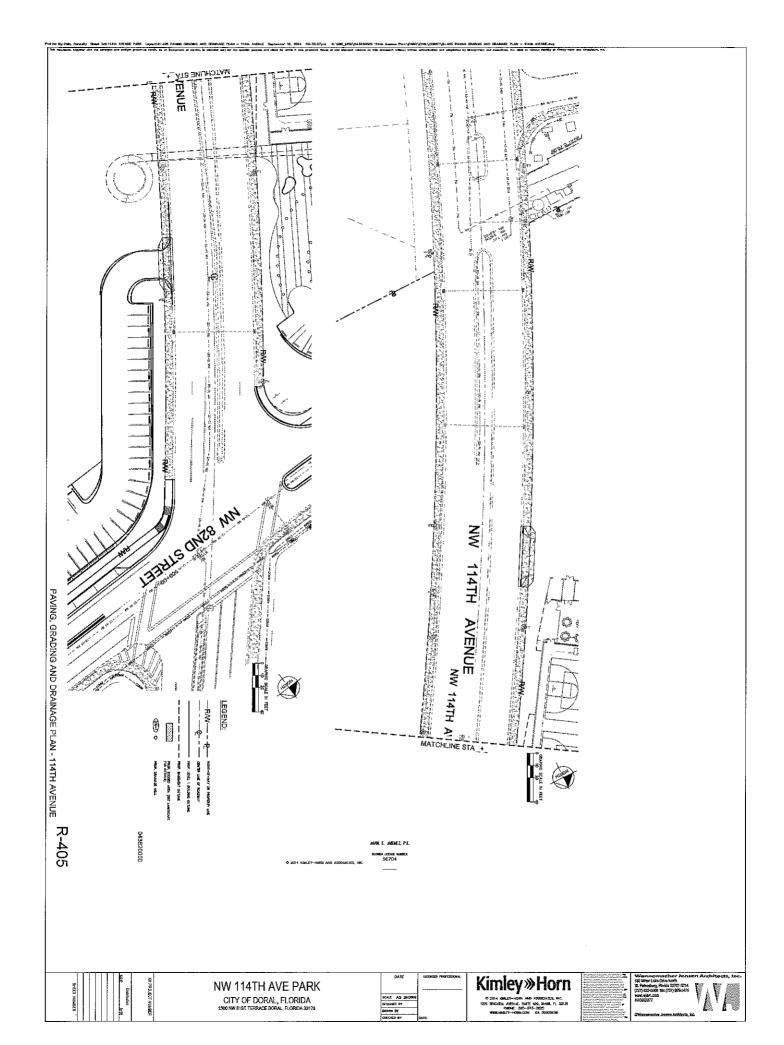
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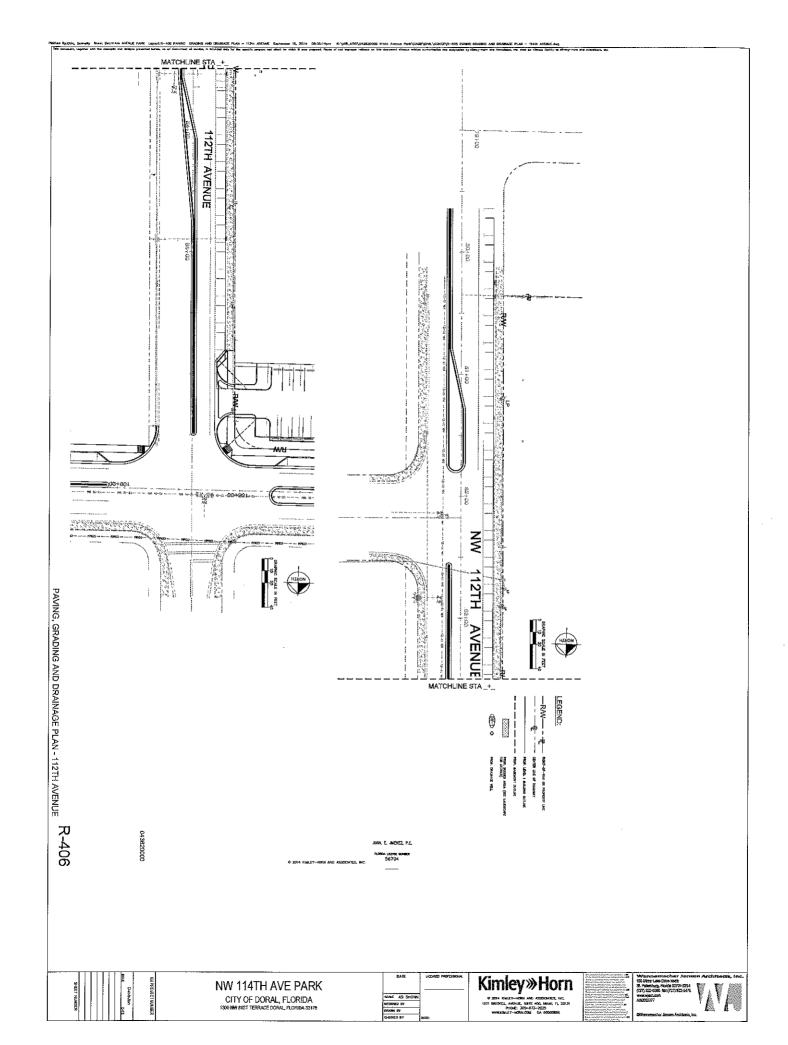
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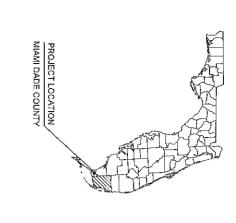








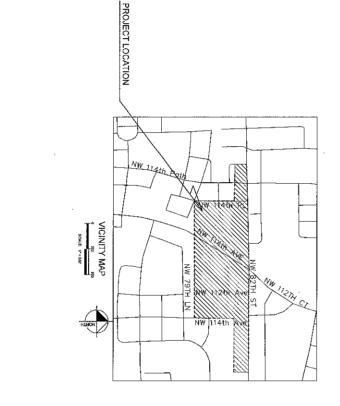




NW 114TH AVENUE PARK

SECTION 7 TOWNSHIP 53-S, RANGE 40-E 11300 NW 81 TERRACE DROAL, FL 33178 SEPTEMBER 2014

CONTRACT DOCUMENTS



GEOTECHNICAL ENGINEER
PAOFESIEWA SERVICE I OUTRIES, INC.
TOOD IV.N. 4411 STRIKE!
TOOD IV.N. 4411 STRIKE!
PIOKE, 2641-7772 ERT. 21
CONTACT: DHURUN (DRU) ENGIN

LANDSCAPE ARCHITECT
XIM. SYMORN & ARROCKTES
1231 BROXXELL AVAIUE, SUITE HOS
HIMAS, TURROR, 33131
PROME TICKSTADZE
CONTACT, OEDROS PUIG

LIST OF CONTACTS:

M.E.P. ENGINEER
TIG INCOMMERCING FOR ARCHITECTURE
OF BLUE LYCOMO (IRVE. SUITE 40)
MANI, FLORIDA, 2174
PHORE, 304-304
CONTACT BRANK C, GREEN

PROJECT TEAM:

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COVER SHEET - CIVIL

TELEPHONE PROVIDER
ATAT DISTRIBUTION
PIOLITA STREET, IST MOOR
MAIN FLORIDA 2316
PHONE 506-223-8746
CUMACT RICHARD RENERGY

Kimley » Horn
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PIRE PREVENTION

AUMINACIA COUNTY FIRE DEFINITIONS
11665 SW SE ST

AUMIL, FLORIDA 23775

PHONE: 786-315-2771

NW 114TH AVE PARK



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Distribulion

GENERAL NOTES AND SPECIFICATIONS

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. APPLICABLE CODES

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 15) 266-168 LOCATIONS, ELEMADOIS AND DIVERSIONS OF EXISTING UTILITIES, STRUCTURES AND OPHER EXISTS OF FOR UTILITIES, STRUCTURES AND OPHER EXISTS OF FOR UTILITIES, STRUCTURES AND OPHER EXISTS OF FOR UTILITIES, STRUCTURES, AND OPHER EXISTS OF FOR UTILITIES AND OPHER EXISTS OF THE OPHER EXISTS
- EXSTNA AND PROPOSTO GRADE DENVEDAS ARE DASCO DA NATIONAL OCODERIO MENDIAL DATU NERS (ANDO 29), EINCHAMBRI USDO ARE THOSE OBJETIED DA THE TOPODRAPHIC BOUNDARY SURGEY. PROPOSED ELEVATIONS SHOWN ON THE PLANS ARE EXISTED GNADES. THE HARDINIAL LOCATIONS OF EASTING PHOBOROUSID UID-HES SHOWN ON THE FLANS WERFOWERS OF AND UTILITY AS-DALL RECORDS OF LINES FROM VARIOUS CONFINELS AND MINISTRAL ARBITRATE.
- DERRING SINCHIUMS, INCEL DELINIES AND ORGEN APPROPRIETS WHEN ARE TO BEDAIN IN PLANT BEDET AS DESCRIPTION OF A STATE OF COS PARKS. COGNITE, POLICIES AND SOME AND THE REAL OR COST PARKS. TO BE CAUSTIANT, PRINTERS AND A STATE OF COMPANY, A PRINTERS AND A STATE OF COMPANY, A PRINTERS AND A STATE OF COMPANY, A PRINTERS AND A STATE OF COMPANY, AN THE CONSTRUCTOR IS TO USE CAUGON WHEN MERKING IN OR ARCHAD AREAS OF DISTRIBUTION INVESTIGATION LINES AND DISCRESSION OF $\Delta T_{\rm CL}(t)$

EKSTING UNLATES TO BE ADJUSTED IN ACCORDANCE WITH PROPOSED BRADEE AND RECORDMENT OF UNUTY OWNERS, AS REQUIRED.

CONFIDENCE SHELL PRESENTE ALL STREET BLOOK, PURCHON METERS, SENCHES, HEAVIS CON HOS SHORE, STO, MASH DIRECTED BY THE DIMENSE, HE COMMISSION BHAIL PLAYSFALL THESE OR DEVIATE SAD PLACE PROPERTY TO THE RESPECTIVE OWNER.

- THE COMERACING SHALL THE SPECIAL WOTE OF SCH COMMERANT THROUGHOUT." THE PROJECT, WAS AROUST, THE PROJECT AND AND THE SPECIAL SHAPPING AND THE STATE OF THE STATE OF THE PROJECT AND AND THE STATE OF THE ALL DITCH EXCAVATION SHALL BE FERFORMED IN FULL COMPULANCE WITH THE PROMISONS OF THE FLORIDA TRENCH SAFETY ACT, THE GONTRACTOR SHALL COORDINATE HIS/HER MARK WITH ANY OTHER UTLITY AND BUILDING TRADES HORANG ON THIS OR ADMICENT PROJECT.

PRECONSTRUCTION RESPONSIBILITIES

- TNO (2) BUSNESS DATS BEFORE BESIMMED CONSTRUCTION IN THE MARK THE CONTRACTOR STALL NOTIFY SUMERINE STATE CHAN ONE OF FLORIDA, AIC. AT BIT AND ARY CHEST UTILITY COMPANIES WHICH MIGHT BE AFFECTED.
- LEPAN THE RECEIPT OF THE "NOTICE TO PRODUCE", THE CONTROL OF MALE CONTROL THE ENGINEER OF THE TOTAL AND AND ARRANGES AS PRECORDED FOR CONTROL OF THE AREA THE LANGUAGE AND THE STORES, THE OWICE, AND THE STOREST OF PROCESS.
- THE CONTRACTOR SHALL AFFAY FOR AND PROCESSE ALL FERMITS AND LECKSELL PAY ALL CHARGES, TAXES, ROYALTIES & FEES, AND DIVE ALL KUTICES KECESSARY TO COMPLETE THIS PROJECT. ME CONTRACTOR IS SERVINISEE FOR PREPARIO A PRIVITO CONTROL RAIN THAT HOURSESS.
 THE MANUTURNED OF BOOK HERCHAN AND PRESS THAT HOURS ON HE ARE THE RECORD AND AND AND THAT HE ARE THE RECORD AND AND AND THAT HAVE AND THE AREA OF THE AREA
- HE COMMANDS OF THE OFFICERS BOOK WITHE PLANS ARE APPEARANCE DIEC, THE COMPACIO SHALL LOCAE AND REPORT ALL EXCENSIVE CHIESES TO BE CONCERNACESTE SPECIALLY APPLY OF CLASSINATION TO ALLOW ALCEUDAN OF THE EMPIREST IF SUCH VIGILACS ARE FOUND TO BE DIFFERENT THAN THOSE SHOWN ON PLANS. THE CONTRACTIONS SHILL COORDINATE RITH UTILITY COMPANIES TO ARRANGE FOR AITY REJOYAL RELEXANDAY AND EMPORANT MATERIAL OF CHAPTE PORTINGS, STOL AS RECUSSION TO COMPANY THE WORK, IF APPLICABLE.

III. INSPECTION AND TESTING

- THE CONTRACTOR SHALL BE RESPONSIBLE FOR INDEPENDS THE ENGINEER OF HEIGHE WAS TREPHONE AND EMAIL AT LEAST TWO BUSINESS DAYS PRIOR TO THE FOLLOWING: SANITARY STATE DAYS INCLUDING THE CONSCION VANHOLE ON THE EXISTING SYSTEM. WOLDEN SHE WAS THE THE CHARLES OF CONTROLISM SHE OF THE HER SONIARY SHEW COLLISMS SHEW IN TO THE CHARLES OF CONNECTION WITH ME CASING SYSTEM, AND WOLDENS SHEW AND TO THE CHARLES
- N.FINAL IMSPECTION <u>űrmelő Pargejerí</u> — Phich to flacement of Any Fensine Asthali, gordzete Ang/or Briok Parno. LUZEROCK HASS. — SUBMIT AND HAVE APPROADD DEHBILLS AND ASBULTS PRIOR TO PLACEMEN OF ANY ASPHALT. SIDEM DEMINIST: PETER INSTALLATION OF FILTE FARMER TO PLACING TO PLACING THE RAND WORLD FOR MY BRANCH TO MEASURE THE RAND WORLD FOR MY DEMINISTRATION OF FILTER FARMER THE PROPERTY AND STRUCTURES — FROM TO BACKETAL.

 2) DEMINISTED FOR MY STRUCTURES — FROM TO BACKETAL.
- THE COMPACTOR SALL BE RESPONDED FOR CONTINUARY AND CALLING FOR MAY TESTING NEW PERIONS MELTINGED BY CITY, COUNTY, SINTE AND FEDERAL ABENCIES HAMMA SHEGOTION OVER THE CONTRACTOR'S YORK.

IV. SHOP DRAWINGS

PRIOR TO FASSICATION OR CONSTRUCTION, SHOW DRAWNOS SHALL BE SCHOOLTED BY THE CONTRACTOR TO THE EMPHREE OF RECORD FOR APPROVAL OF THE FOLLOWING HELDS:

A CAPILIPATION TREACH FLIER FABRIC ORANACE RACES, CATO- DASNA, HANIOCES AND STRUCTURES, INCLIDING TOP/B PRAVES, GENTES, RIMS AND POLLUTIANT RETAILBURAT BAFFLES TREACH OR SLOT DANNAS ANCUROND CHANNELL, AVCHORS, CRATES, OUTLETS, ETC DIAGNACE FRE AND FITHIGS

WATER DISTRIBUTION

- DPE AND FITHOS

 AMAGES AND FITHOS

 CHRE FYDHAM IS RELEASE VALVES

 CHRE FYDHAM IS RELEASE VALVES

 SECTE VALLES

 LIAPPINO SCEVES AND CONYCHA FON SICHS
- LIVALVES AND AR RELEASE VALVES PICHIDNIC STRUCTURES, TOP/BOTTOM SLABS, FRANCS SHID CHA
- A SUBGRADE AND LIMERGOK TO BE INCLUDED

KATERIA, /PRODUCT, SUBSTITUTIONS

- V. TEMPORARY FACILITIES
- IF SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO ARRANGE FOR OR SUPPLY TEMPORARY WATER STRATE, SANITARY FACILIBES AND ELECTRICITY DUBLIC CONSTRUCTION.
- THE CONTRACTOR SHALL WARREN A CLEAK FATH FOR ALL SURFACE WATER ORANACE STRUCTURES AND ZITCHES OLIVENO ALL PHASES OF CONSTRUCTION. THE CONTRACTOR WHALL WASHIGN AT LEAST TIME ACCRESS ENTHRACE TO ASSACENT PROTECTIONS AT ALL TIMES.
- ALL EXISTAD DRAWAGE WETS, DRAWAGE DISPUTS AND WATER DOORS ADJITUD THE PROJECT SPALL BE PROJECTO PICAN CHINES, SEE AND SCAL DESIGNA (CREEK TO EXISTAN CONTROL ANGURETS SHALL BE CARTULALY MANANAD ONTROL MAJERE'S SHALL BE CARTULALY MANANAD WITH CONSTRUCTION ACTIVITIES AND CONFICER.
- THE CHITECTOR SHALL PROVIDE ALL WARRING BEACHAS, BOYS, LIGHTS AND FLAW PERSONS AS RECESSIANY FOR THE WAS EXHAULDED OF HAMMED WHITH PLEASE (BOST-OF-MAYS AS ACCORDANCE WITH BULLTOD, CITY OF DORAL PUBLIC NORMS, AND MANIE-DADE COUNTY PUBLIC NORMS.
- ALL OPEN TREICHES AND HOLES AVACEAY TO FROMWAYS OR PACKEAYS SHALL BE PROPERLY MARKOD AND BARROASED/SHELDED TO ASSURE THE SAFETY OF BOTH VEHICULAR AND PERESTRIAN TRAFFIC.
- NO TREMOTES OR MOLES NEAR VALANAIS, IN ROADWAYS ON THEIR SHOULDERS ARE TO BE LETY OPEN AND DARROCARD/METICATE UDBOG JOSEFFEM FOLKS MITHOUT THE LETHERS PRINCESSON OF THE SITY OF BIBBLE PUBLIC MOKES DEPINE DEBYL, AND MAIN-DADE COUNTY FABRIC BYSING DEPARTMENTS.

- DURNO CONSTITUCTOR, THE PROLECT STY AND ALL ADACEST AREAS SHALL BE MANIFORD IN JEAN AND CLEAN AMANIER, MON UPON MIAN, CLEANING, THE PROJECT SITE SHALL BE LEFT CLEAR OF ALL SUPPRIOR MANIFER, MON UPON MIAN, CLEANING, ACEAS SHALL BE SMOTT SECON GLEAN,

- THE CONTROLING SHALL PROVIDE THE PROMETER WITH AS-EAST, CROSES AND INCLATIONS OF PURSON.
 PURSON PARENCY, SECRETARY, CHRIST, CHRISTON, CHRIST, ANN ALL PINSON.
 MINNOVERIS, MICH. BACKLES, SALL BE GEFINGED OF A LICENSES JOINT CHRIST HE PROVIDED IN PROVIDE BY THE PROPERTY OF THE PROPERTY OF THE PROPERTY OF THE PARENCY OF THE

VII. STORM DRAINAGE

- EXSTRIC CATCH BASIN SRAIES AND MANAGER HAN GLEVATIONS AS SHURN ON PLANS SHALL BE ADMISTED TO CONFORM TO MEW CAI EXCENSIVE CRADES, AS REQUIRED.

- ALL METAL FRANCS, GRATES AND RING FOR PRECAST CONCRETE STORM DRAWNOE MANHOLES AND CATCH BASING SHALL BE AS MADIUTACTIVED BY U.S. FOLHORY OR APPROVED EQUAL.
- HE CONTRACTOR SIAL. PROTECT COMPLETED ORAHAGE STRUCTURES, AND EXPLICATION TRUCK SYSTEMS FROM CONVAMINATION OF SET MAD CONSTITUTION CONTRACTOR OF FLITE PARRIC SETTINES, THE TRAVE AND THESE STATE DISTIL CONSIDERCING OPERATIONS AND PARRIC SETTINES, THE CRAME AND THESE STATE DISTIL CONSIDERCING OPERATIONS AND PARRICH DESIGNATION OF THE PRANCE AND DESIGNATION OF THE STATE OF THE PARRIED DESIGNATION OF THE PARRICH OF THE PARRICH OF THE STATE OF THE PARRICH OF THE STATE OF THE PARRICH OF THE STATE OF THE PARRICH OF THE STATE OF THE STATE OF THE PARRICH OF THE STATE OF THE PARRICH OF THE STATE OF THE STA

VI. PROJECT CLOSE OUT:

- THE CONTRACTOR SHALL RESIDER OR REPLACE, WITH AND AS DESCRIPE, ANY PUBLIC OF SEMINIFERENCES TO A CONTRACT SHAPE OF SEMINIFERENCES TO A CONTRACT SHAPE OF SEMINIFERENCES OF THE SEMINIFERENCES OF THE SEMINIFERENCE OF THE S
- UIGESS NOTED OFFICIALS, THE CONTRACTOR SHALL REPLACE ALL PAYING, STANLIZE DESIGNATION OF THE CONTRACTOR SHALL REPLACE ALL PAYING, STANLIZE, AND THE STANLIZE AND THE STANLIZE AND THE STANLIZE AND THE STANLIZE AND THE STANLIZE OF MATERIAL AND TO THE CONSTITUTION AND THE STANLIZE OF MATERIAL AND TO THE CONSTITUTION OF THE STANLIZE AND THE STANLIZE
- ALL DRYCKE OF SCOTES AND ASSISTANCE EXCENTED ANXENDA, CARCHERY, EXECUTERY, RECTARDA, BRIBBEN AND DESSES ALL, BE MARK DRIVES OF EACH OF CONSINCACION AT A LICEA, BROPACH, ADM PROCODED BY THE CONSINCACION AT A HIGH-MER OF CONSINCACION AT A HIGH-MER OF THE DRIVES AND HIGH AND ANXEN FROM THE CONSIDERATION OF THE DRIVES AND HIGH ANXEN FROM THE CONSIDERATION OF ADMINISTRAL WAY FROM THE STATE OF THE CONSIDERATION OF ADMINISTRAL WAY FROM THE CONSIDERATION OF THE CONSIDERATION
- LI HACONIN' ANDIAGNIS DE PORMANDE KÉPSKACZ, HEMPIGE DE SISKOTE DE THE COMPACTIOR DARBIO COMBINICION BALL DE RESIDIED DE A STATE DE FLORILA REDISTRED LAND SURVEYOR AT THE COMBIACTICS CAPTAGE
- DURBING THE DAT'T PRODUCES OF THE LORE, THE CONTRACTOR SHALL RECORD ON HIS SET? OF CONSTRUCTION DEARNAST THE CACH, CONTRACT, CONTRACT AND EXPLOSOR ON THE PLANS, AND ANY MORE FACULTIES FOR POLITIES NOT FOUND TO BE EXACTLY AS SHOWN ON THE PLANS, AND ANY MORE FACULTIES FOR
- CONTRACTOR TO REPUACE ALL FOUND PIPES WAR WAIL AND DISKS.
- ALL ORBITE STORU GRANACI KATERALS AIC HETALLATEN SHALL CONTERN TO THE CITY OF DOMAL PUBLIC NEWS DEPARTMENT, AND MANIMARIE COUNTY PUBLIC MONES DEPARTMENT STANDARDS AND SPECIFICATIONS.
- I, ALL PRECAST CONCRETE EXAMANDE CARDA BASINS AND MANAGRES SINCE BE AS MANUFACTURED BY U.S. PRECAST CONFIDENTION OR APPROVED EDUAL.
- PROMOG A JEWIJOM PROTEGTIVE COMER OF 3D INCHES OVER STORM SEMER AND AVIOD WHITECESSARY CROSSING BY PEARY CONSTRUCTION VEHICLES DURING CONSTRUCTION.

GENERAL NOTES

C-100

CIVIL RELATED DEMOLITION NOTES AND SPECIFICATIONS:

SOULD ANY SECTION OF THICSE DEHACTION HOUSE BE IN DIRECT CONFLICT WITH THE PROPISIONS OF TECHNICAL STREETCHINGS CONTAINED IN THE CONTRACT DOCUMENT FOR THIS PROJECT, THE INTENT OF THE CONTRACT DOCUMENT SHALL CONCRA.

- OR THE PROJECT, TORKET SHALL MEAN 112th AMERIC PROC. SHREET SHALL MEAN THE BUBLISHMEN AND SHATCHES HALL MEAN THE SHALL AND SHATCHES HALL MAN THE SHALL AND SHATCHES HALL MAN PERSON DATED JULY 10TH, 2014 AND "ENGINEER" SHALL MEAN THE ENGINEER OF RECORD.
- DESIGNA CHRISTICHE, MILLERS, SEDIJERSES, AND CHESTE MEROPERADIES, AS SOMME COST IN CONCRITION AND ANCES, AND CARREST MACE TO SHEE ALL COSTS OF SOME COSTS. THE MILLER CONCRITION AND ANCES COSTS OF SOME COSTS OF SOME COSTS OF SOME COSTS OF SOME PORT AND THE SERVICE AND THE REPORT OF THE COSTS OF SOME COSTS OF SOME COSTS AND THE SAME OF THE COSTS OF SOME COSTS OF SOME COSTS OF SOME COSTS OF SOME MICHIGAN OF THE SAME AND THE MICHIGAN SOME COSTS OF SOME COSTS OF SOME MICHIGAN OF THE SAME AND THE SAME COSTS OF SOME - SOME TIMES TO BE REMORED MAY NOT BE DEFINED ON THE COMMINGHES NAMED, HE SHEET, HE SHEET OF THE SEME AND DETERMINE THE FULL FALL OF THE SEME AND DETERMINE THE FULL FALL OF THE SEME BE REMOVED, IF ANY THEM AND ENTRY THE COMMINGH SHEET OF THEM FOR REMOVED, IF ANY THEM AND IN OUTSTAFF, THE COMMINGHOS SHEET CONTROL FOR THE OWNERS FROM TO RANDOUT OF TAKED THEM. ORBANIZE AND PERFORM DEMOCRICADE WORK TO AVOID DAMAGE TO CONSTRUCTION AVEIDED TO REMAIN, INCLUDING THESE (SEE LANDSCHEE PLANT FOR DETAILS).
- PHENCHAL HEADNIAL AND CHEATURM IN ALCCREAGHD WITH DESCRIPTION CHECKER (1973) TO SECTION INC.) AND THAC ARRESSARY PRECUIDADS TO PROPERTY CHECKER SEALINGS, CHEMISTRUS, AND THEMISTAN SHIPT FIRE UNKNOWN OF ANY CHEMISTRUS IN INCLINION THE SHIPT OF CHEMISTRUS OF CALARIES IS BELIEVES, THE RESEAL USE OF THESE TRADITIES, AR THE PHENCHAL CHARTICH OF THE STRUCTURES. DEMOLITICA AND MEMOVAL GREATHONS SHALL BE CONSULTED IN AN EMPEDIENT MAINEY, ATTA PRECAUTIONS TAKEN TO PREVENT THE DISJOCATION SITE FROM SENG A MUSICIPAL

ALL EXISTING LITERATES OUTSIDE THE PROPERTY BUUNDARIES ARE TO REMAIN, UNLESS OTHERWISE NOTED.

- PRING TO CONCLOUN ACTIVISES, IT SHALL BE THE CONTRACTOR'S REPRODUCED TO CONTRO! ALL AFFECTED URINY COMPANIES IN DIRECT TO COMPANIE THE TAX EXCLUSIVED OF ALL CASHS IN UNITY MISS WITH THE PROPERTY OHICE ALL ORDING MAINTER HAVE BEEN DOCTROSTO. ALL UNCES SHALL BE COTT AND COPPED BESIC THE PROPERTY UNE, AND REMOVED (ONCESS OTHERWISE AND ACT).
- THE COMPANIES SHALL WE COTTACT CHATTER IN REMINDER ANY SERVICINES AND HALLES AND HALLES AND THE CONTROLLED A EXISTING WORK NOT WESTED TOR RESPONS, WHICH IS ITEMPSHAVELY REMOVED, DANAGED, EMPERSO, OR IN ANY WAY GESTERED BY ALTRED BY THE CONTRACTOR'S ACTIVITIES SHALL, BE REMARKE, PALIDED, AREPWASED, SCALT AT THE CONTRACTOR'S EXPENSE, TO THE EMPRESS AND OWNERS SATEVACION.
- if applicable, patth and hevain all surpaces within the faiblic π/ν affected by denotition SAW-CUT IN NEAT, STRAIGHT UNES, EXISTING CONCRETE OR ASPHALT PAYEVENT.
- REMOVE ALL EXISTING IPRICATION LINES WITCH THE LIMITS OF DEMOLITCH UNLESS OTHERWISE HOTED.
- REFER TO LANDSCAPE PLANS FOR VERIFICATION OF ALL EXSTAID TREES TO BE REMOVED RELOCATED OR TO REMAKE
- MANIFAM ALL COSTING SURVEY REFERENCES AND MARKERS IN FLACE, DIFLEMENT THEY SHALL BE REPLACED BY THE CONTRACTOR AT HIS ADDITIONAL COST TO THE OWNER.
- II IS THE COMPACTOR'S RESPONSIBILITY TO:
 A. PROPERT ALL PROFILED STRUCTURE, AND MODIFATIVE ELEMENTS TO REMAIN GURING DEMOLITION UNLESS OTHERWISE SPECIFIED.
- ND ILECTRIC POLES, SIPEET LIGHTS, MAKER PETERS/MALVES, MOE HTURANTS ESC. HILL BE REMOVED WITH THE HOADWAY RENT-OF-WAY, LIGHESS OTHERWISE KOTED ON THE SEMENT COMPLANS.

DESCRIPTION

LALL SITE WORK INCLUDES, BUT IS NOT UMITED TO THE FOLLOWING

D. CLEARING SITE OF DELICATION DEBNIS.

E. REMOVAL FROM SITE AND DISPOSAL OF ALL EXCESS AND LINUXABLE KATEMAL. \boldsymbol{f}_{i} coordination with all unity companies/owers price to deadthation of exists unities.

III, APPLICABLE CODES

NOIS PROCHORG ACTARES SHALL BE HALD TO A MINISHAM, INTERNAL COMMISSIONS EXCHANGES AND COMPAGNISMS, ETC., SHALL BE EXAMPLED WITH AUTHORIZER OF DESIDIE, AUSE TO A MINIMAN. COMPAGNISMS SHALL COMPAY WITH ALL ROSE AGAITMENT OPDINANCES.

, disposal of democrated waterings by acrains is not permitted THE USE OF EXPLOSIVES WILL NOT BE PERMITTED.

ALL CLARACT SHALL BY EXPENSION IN A MARKET SLOW AS 10 PROPERTY MAY MAIN-OFF OF SLASS AND THESE STRUME OF SECURITIES AND ACCOUNT OF THE ALL PROPERTY EXPENSIONS THE SECURITIES AND ACCOUNTS
PROVIDE ALL LADOR, ANTENNAS, COUPMENT, SCHWACES, LTC., KECKSSAM OF THE MULLICIPALLY TO THE CALIFIFTING OF ALL STEET DECOULTIES, AND CLEARING VOICE, AS BOOMN OF THE MULLICIPAL TO SECRETOR HEBBN, INCLUDING THE LEGAL TRANSPORT AND GRY—SITE DISPOSAL OF DEAGLINGS DEBRIS.

A PULL-REPH REMOVAL OF EMBRIG SIDEMAKS, DAIDES, DAIDES, AND PANDJENT. B. PALL DEPH REMOVAL OF EMBRIG BIGLAND FRANDARIONS, INTOEREMOUND UTILITIES AND RELATED STRUCTURES. C. CLEARING SITE OF VEGETATION AND TREES AS NOTED ON THE LANGSCAPE PLANS.

BENCHEN AM MANNENFAKKA OF BENKE SHILL COMEY, WITH AMAGANE LOCAL SERVE FERREN COSES AND SECANTIONS OF SERVE THE AMAGANET SHE CONTRACTOR SHILL GERMAN BENCHEN AND FERREN SECANTINE CONSTRUCTIONS FEEL, RECORDERED FOR DESICULION AND CLEATING WORK.

ANY WARN MINN PARIA KREIT KREIT FEWN SINCLER DIERE IN LODGENIELE ART MER REQUIREMENTS OF RE OFFI OF DOAL PARIA WORK EDSTANDING, IN MAN-BALE CONT. A PAIL MER ALMORADE GENALIEM OF REALIZATION ON ECONOMIC SERVICES, WORTH ALMO-MER ALMORADE GENALIEM OF THE ALMORADE GENALIE

W. SEQUENCING AND SCHEDULING

AREAS ALAMERIET TO DELOCATION AND SELVAN, AND MAY BE EXCLUSED AND THER ACTIVITY STREETS.
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V. ENVIRONMENTAL PROTECTION COORDINATE HITH APPLICABLE UTILITY COMPANIES FOR UTILITY CHE REVOVAL, GAPPING AND UTILITY SHUFDOWNS NECESIA IASED BY REVOVAL WORK.

CONTROL JARON TO DIST RESETTION RIGHT CONSTRUCTION OR DEVOLUTION TO PRESENT SPREAD OF MART TO JOINT REQUIRMS JAB TO AVOID CREATING A MAINMAIL IN SIMPOUNDIST METAL USE OF WATER TO JOINTAIN LINE (A MAINMAIL WHEN IT MAIN TO MAINMAIL MAINMAIL MAINMAIL MAINMAIL MAINMAIL MAINMAIL MAINMAIL CHEATE MAINMAINMAI

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THE CONTINUATION SHALL TAKE SALL NOCESSARY RECOURSES WAS VIOLANCES SAMPLANCES SAMPLANCES AND PROPERTY OF THE PROPERTY OF THE TAKE SALL TAKE TAKE SALL TAKE S

THE CONTRACTOR SHALL SECURE THE WORK AREA WITH FEMILIKS OF OTHER MEANS AS APPROVED BY THE DINNER.

VI. TRAFFIC MAINTENANCE

HE CONTRACTOR SHALL RELEASE OUT MAINTENANCY OF THAT'S DESCRIBED CONCRIDENCE AND CONSTRUCTION SHALL RELEASE AND CONSTRUCTION SHALL RELEASE AND CONSTRUCTION SHALL RECEIVE AND CONSTRUCTION SHALL RESEARCH AND CONSTRUCTION SHALL REFERRE AND CONSTRUCTION SHALL REFERRE AND CONSTRUCTION SHALL REFERRE AND CONSTRUCTION SHALL REFERRE AND CONSTRUCTION SHALL REFERRE AND CONSTRUCTION SHALL REFERRE AND CONSTRUCTION SHALL REFERRE AND CONSTRUCTION SHALL REFERRE AND CONSTRUCTION SHALL REFERRE AND CONSTRUCTION SHALL REFERRE AND CONSTRUCTION AND SHALL NOT RESIDENCE THESE THIS THE RESEARCH AND SHALL NOT RESIDENCE THESE THIS THE RESEARCH AND SHALL NOT RESIDENCE THESE THIS THE RESEARCH AND CONSTRUCTION SHALL RESEARCH AND SHALL NOT RESIDENCE THESE THIS THE RESEARCH AND CONSTRUCTION SHALL RESEARCH AND SHALL NOT RESIDENCE THESE THIS THE RESEARCH AND CONSTRUCTION SHALL RESEARCH AND SHALL NOT RESIDENCE THESE THIS THE RESEARCH AND CONSTRUCTION SHALL RESEARCH AND CONSTRUCTI

AND STATES AND TRACTOR HART EXPORT BETWEEN THE CHARACTER AND ATTEM THE CHARACTER AND ATTEM THE CHARACTER AND ATTEM THE CHARACTER AND ATTEM THE CHARACTER AND ATTEM THE CHARACTER AND ATTEM THE CHARACTER AND ATTEM THE ATTEM THE AND ATTEM THE A THE CONTRACTOR MAY NOT CLOSE ANY SOEMALES WITHOUT PROVIDED ALTERNATE ROUTES IN ACCOMPANIE HAS FOUT INCEX AND AND CREAMING APPROPRIE (FOUR THE CONTRINA) AUSTOCTORAL AUGUST.

VII. CLEAN UP

REJOYE CEMPLIANED CONGERNATION MAYTERIAS AND RELATED DESIGN FROM THE SITE ON A RECURRANTION OF DELINION OF THE SITE WILL NOT BE PUBLISHED. SELLING OF SALVAGEABLE MATERIALS IS NOT PERMITTED AT THE SITE.

RELOVER, ANCIDENTAL, INCLUMENT LEBERS, AND CLUSE, AND CREATED OF LEBALLY OFF SITE, NO SERVICE AND LEBERS OF REPORT OF LIBERS O

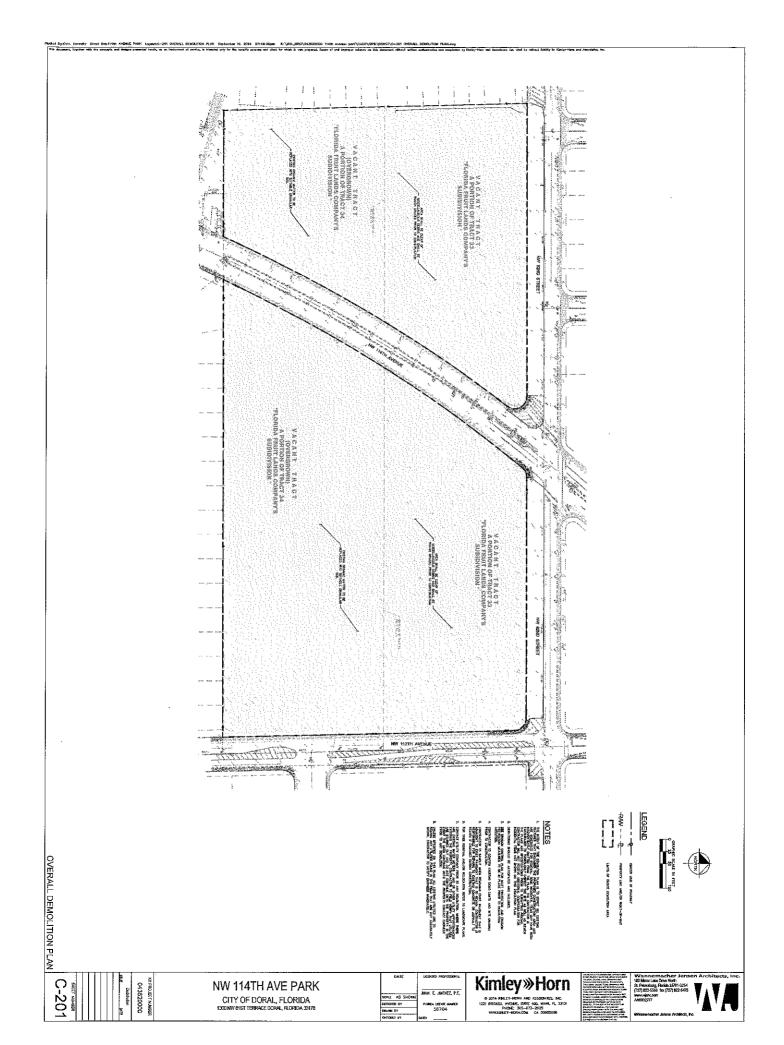
MATERIAL DESIGNATED FOR REPOYAL SHALL BECCINE THE PROPERTY OF THE CONTRACTOR, AND ANY SALVAGE VALUE THERE FROM WILL ACCRUE TO THE CONTRACTOR.

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DEMOLITION NOTES

NW 114TH AVE PARK CITY OF DORAL, FLORIDA 1200 NW 81ST TERRACE DORAL, FLORIDA 3317

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- RECENT ACULTING THE ARE ARE SHALL AND APPLICATE MATERS. THE AREAST. PROMISED ON ALTINOS CONTROLLED AND AREAST. AND AREAST AND AREAST. AND AREAST AREAST AND AREAST. AND AREAST AREAST. AND AREAST. AN

GENERAL EROSION CONTROL NOTES:

- THE STORM WHERE MULLITION PREZIXTION PLAY (SUMPR) IS COMPASED OF THESE EXCUSION CONTROL DIAMANES, THE STANDARD OFFICES, THE MODES PERMY (TO BE ORTWHITE BY CONTRACTOR) AND ALLAND CONTROL SMIRETUREN I REPORTS AND AELAND CONTRACTOR.
- CONFINATION SHALL MITLEMENT SEST MANAGEMENT PRATFICES (SMP) IN ALL CONSTRUCTION ACTIVITIES INCLUDING OUT NOT LIMITED TO THE FOLLOWING: ALL CONTRACTORS AND SESSIMPLACTORS INVOLVED WITH STORM WITHER POLLITOR FARGUIDS BALL. OBTION A COPY OF THIS STRAMBLE AND THE GLAZE OF FLORING MIDDRESS, STREAM CASCAMERS, STREAM OFFICERS, THE CASCAMERS, STREAM OFFICERS, THE CONTRACTOR OF THE CONTR
- 1. PILL SPILLA NO LUCIA SPRENTICIAN CONTROL NO STAN CLEMANO.
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ADDITIONAL SEGY MANAGEMENT FRACTICES SHALL BE IMPLEMENTED AS DICTATED BY CONDITIONS AT NO ADDITIONAL COST TO THE OWNER THEOLOGICAL ALL FINANCE OF CONSTRUCTION.

- BEST MANADERINT PRACTICES (BIRS) AND CONTROLS SHALL CONTORN TO PEDERAL STATE, OR LOCAL RECONSIDERING OR LANGUAC OF RAGACICES, AS APPLICABLE, CERTIFIACIOS SHALL INFECURINI ADDITIONAL CONTROLS AS DIRECTED BY PERMETHING AGENCY DR CHINGE.
- SIT HAP MUST CLUMEN DELINEATE ALL STATE WATERS, CONTEMCTOR ALUST LAUSTAU ALL FORMITS FOR ANY CONSTRUCTION ACTION THEADACHMA STATE WATERS OR ASCILLATED METAHOS ON SITE AT ALL THESE. CONTRACTOR SHALL MINIMIZE CLEARING TO THE MAXIMUM EXTENT PRACTICAL OR AS RECURRED BY THE GENERAL PERMIT.
- CHERM, PRINSIN CONTROL BINS SMALL BE EXPLOSED TO MINIMARY SOIL BRESSIN, AND POTENTIAL LAKE SLAVE CANCENDS, WAS PROTECTED, LAKE SLAVE CANCENDS, WELL THE NELL THE MEMOUS EXCHANGES REQUISITED MALL BE SITE AND PLAN SPECIFIC, THEY SHOULD BE CUPACIFICD AS SIDN: AS POSSIGLE GANGLE CANDITION. COMPACTAY SHALL AGAN CALARD AND COLEBRIC CHOICE PORTIONS OF THE SITE MEDISORY: TO REVIEW OF THE OBJECTAL AREASTES, SELANDE AND MEDISORY FOR FLOWING AND THE REVIEW OF THE OBJECTAL CHARGEST CAN THE AREASTES AND THE CONTROL OF THE CONTROL SHALL AND THE CANADA SHALL SHALL SHALL TO AND SHALL BE SHALLOW AND CONTROL SHALL SEARCH SHALLOW SHALL SHALLOW SHALLOW SHALLOW AND SHALLOW SHALLOW AND CONTROL SHALLOW
- OF-SITE A OFF-SITE SOIL STOCKHOLL AND BORROW AFEAS SHALL OF PROTECTED FROM EROSIGN AND SERVICE STOCKHOLL SPECIALISMEN OF SIZES HOMANDIANS HOLLINGER, SACE SPECIAL AND REPORT AFEAS HOLLINGERS STOCKHOLL SPECIALISMEN OF SIZES HOMANDIANS HOLLINGER SHALL SERVICE OF THE SITE HAP AND PERSHTED IN ACCOMPANCE WITH GENERAL PERSHT RECORDINATES.
- L SIRPAIE WITE CHAITY SHAL BE MAINESD BY SAFAONNO THE FULCIONO BUP'S IN THE CONSTRUCTION
 L NAMES AND CONSTRUCTION OF ALL WRITE MAINEST STORM WANTER EROSION CONTROL PRACTICES: Contractions of signormactions and be respectable for removing scoring them offsition possible for some statement of som
- DUE TO THE GRADE CHANGES DURING THE EXPERIMENTS OF THE PROJECT, THE CONTRACTOR SHALL BE RESPONDED.

 THE GRADE CHANGES DURING THE EXPERIMENT CONTROL MEASURES (COMPOST SOXX DEVICES, ETC.) TO PREVAIN PROJECT.

SLOPES SHALL BE LETE IN A REDOKENED CORNIGOR CURNIC THE GRADIED THASE TO REDUCE RUNGET WILDERING AND EROSION,

- ESSAM CONTROL BEASTES SHALL BE EMPLOYED 10 MARKET INERBOY OF SUPPLYS WATERS WORKED WATERS WATERS WATERS WATERS OF THE STANDARD WILL BE SHE WATER THE COUNTY WATER THE CONTROL WATER WATER THE POLLOWING WATER SPECIFIC. THEY SHALL BE DIPLOYED AS MEEDED IN ACCOURANCE WITH THE POLLOWING MHERE PRACTICAL, STORMANTER SHALL BE CONVEYED BY SWALES.
- SCHMMARTS HALTS SHALL BE PROFECTED OMERG DANSHADIGH. XFIGESTROM MEKILIRES SHALL BE DIPLOYED AS SIGHT AS PRACTICAL DUPING PIE VAPIOUS SHOUGH OF HEAT CONSTRUCTOR, SUT DARRIERS SHALL REMAIN IN FLACE UPIN. SODERIC ARCHIO INLETS IS COMPLETE.

IN GENERAL, EROSON SHALL BE CONTROLLED AT THE FURTHEST PRACTICAL LIPSTREAM LOCATION

- SLT BARRITIS, ANY SLT WHICH ACCUMULATES GEING THE BARRIES, AND ANY FILL USED TO ANCHOR THE BARRIESS SHALL BE REMOVED PREMITER WITCH THE EAR OF THE MANIET MAKE REMOVE SHECKED FOR THE BARRIESS. WHEN NIEDED A TEMPORARY SEDMENT TRAF SHOWD BE CONSTRUCTED TO DETAM SEDIMENT-LADEN RUNGIF FROM ASSIGNATION AND AS
- BLOPES OF BANKS OF RETAINION/OUTEVEON PUBLIS SHALL BE CONSTRUCTED NOT STEETING THAN THE IV FROM TOP OF BANK TO THO FEET RELION NUBBEL WHER LEVEL, AS APPLICABLE
- SOD SHALL BE PLACED FOR A 2-FOOT WIDE STRIP ADVOAMED ALL CURENIC AND AROUND ALL INLEIS, SOD SHALL BE PLACED BEFORE SILT BARRIERS ARE NEWONED.
- WHERE REQUIRED TO PREVENT EROSON FROM SHOET FLOW ADRESS BARE GROUND FROM SHIERWO A LAKE OR SWALE, A TEXNISARRY SCOMENT SUMP SHALL BE CONSTRUCTED.
- FILTER FARRIC SHOLED BE USED FOR STORM ORAIN INLET PROTECTION SETORE FINAL STABILIZATION

WIND EROSION CONTROL PRACTICES:

A. WAID EROSION SHALL BE CONTROLLED BY EMPLOYING THE FOLLOWING METHODS AS MEDITSGRAY JAP APPROPRIATE:

- BASE EMPH A-KAJA SPALA, BE M-KIÉGED DIVINNO CONSTIDENTIN AS RECESSARY 10 MANUARCE THE THANSCORT OF MADITUDE. THE MATERIAL PROPERTY TO LIGHT CONTRIBUTION OF A MANUARCE THE BASE EMPH MAS AND TOZIA DITECTIOLY MATERIO. IN NO CASE SHALL FUNDING CHAT BE ALLOWED TO ELAKE THE STE WOSSE CANSTRUCTUR.
- destinguis controls of the six metter consideration which that transmissive scenarios and the status of the status
- ALL DUST ON THE STIE SHALL BE CONSPOSED. THE USE OF MOTOR OILS AND OSHER PERMALEDED HASED OF TONC LIQUIDS FOR DUST SUPPRESSION OPERALEMS IS PROBABILED.

WASTE DISPOSAL:

- S'HAULÓD, PORTÀCTION CHTMACE(S) BAIL, EE PROVIDE TO REDUCT STEMENT TRACKIC METERIT. THE MART ROUC CONMETTE TO THE RESOCTE SHALL EE CARAND MICE A NAVY TO REMOVE ANY ECCESS UND. DER DE MOSY MESS INO PRUS CONSTRUCTION BRAFFE ALL REMOVE HAUBHO MATERIALS GETSTE SHALL BE CONTROL WITH A TRACKICAN.

- all hatesaig source, ordered, washed, or tracked from vehicles dato resonants or into storm online for removed maneum elympics. THE ACTION OF VEHICLES TRANSLUD ONE THE CHARLE CONSTRUCTION BITMANSS IS NOT SUPPORT TO TRANSC THE ALMOST OF SECTION DUTY OF THE CHARLES WAS IN SUBSCIPPING THE STRICKES DIEW OF TABLE PAIN, IT WAS SECTION FOR THE SECTION THE SECTION THE SAME TO ASSECTED THE SAME ACTION AND TRANSCRIPPING AND THE ACTION OF THE SECTION THE SAME TO ASSECTED THE SAME SITE AND TRANSCRIPPING AND

- If we the first human and after set constructed with whether and one extension and the second of construction and the second of constructions and the second of constructions and associates find each construction, section and the second of construction and the second of construct

- ALAROGA MATE NAZIONAS MATE ALTRIAS SHALL BE ENISOD OF IN ACCESSATE WITH ALL LOCAL AND STAN LANG OF AL DRECTOR OF MEL PARKET REPORT, THE EMPERATURARITY SHALL COMMET. THE PROPER TRAINS THE MACKINESS SHALL BE ONED OF HE STEEL THE FOREIGN WITH HAVERIAGES MATE SHALL BE ALFORNASIAT FOR MACKINESS THE STEEL ONED OF HE STEEL THE PORSON WITH HAVERIAGES THE SIE SHALL BE ALFORNASIAT FOR EMPORACY THE PROCEDURES.
- D. AUBBIN, TANKI, CARRANE, LITER, CR. CHICE SUN MATURAL, SPAIL RELOWSHIEU MTG SEALO.

 D. AUBBIN, TANKI, CARRANE, SHALI, RE PARKETED FRANCE, CHICAGO DE AUBBINES, DRIVOURS DE AUBBINES, CONTROLLES CONTROLLES MANUES, CONTROLLES CONTROL SMITARY WASTE - SAMPARY WASTE SHALL BE COLLECTED AND CAPOSED OF IN ACCORDANCE SHIT ALL LOCAL AND SHATE LAWS. THE SUPPORTEDISTS IS AND CAPORATE THAT THE LOCAL LOCAL CAPORATE COLLECTION OF THE SHATE SAMPARY WASTE AT LEAST FIRRET THESE THESE A MEEK TO PREMOTE SPALLOGE ONTO THE SHE.
- GOSHA CORRACTE SOLL TOTCE OF HAN THE CONSTITUTION OF STORM LESS HAND THE STORM LESS HA
- ALL WASH WATER FROM CONCRETE TRUCKS, VEHICLE CLEARING, EQUIPMENT CLEARING, ETC. SHALL BE OCTAINED ON STE AND SHALL BE PROPERLY TREATED OR DISPOSED.

ALL MEADINES STYRE ON 216 EREADIN AND ECONOT. CONTRO. PLAY, ALG. IN THE STAND WASTE POLICITO CONCACTED WASTE OF THE STAND AND ECONOT. CONTROL THE STAND AND ECONOT. AND ECONOT. CONCACTED WASTE OF THE STAND AND ECONOT. CONTROL THE STAND AND ECONOT. MEADINES SHALL BE CREASED AND AUGUSTAL AND ECONOMIC TO THE STANDARD IN AUGUSTANCE WAS THE COLORIDAD.

- niet projectom dences and barriens shall be repaired or replaced if they show signs of Dioermenano, or detendration.
- THE COMPOST SOOK PATRATORS DONG SYALL BE INFECTED PERSONOLICE. YES PRIOR OF STREAM STATEMENT AND COMMITTED OF THE COLOMICS SECOND SHALL BE REPORTED TO THE COMMITTED AND STREAM SECOND STREAM THE COMPOST SOOK WHEN IT REACHES ONE—THIS THE RESERT OF THE COMPOST SOOK. ALL SEEDED AREAS SHALL OF CHECKED REDULARLY TO SEE THAT A COOR STAND IS MAINTHANED, AREAS SHOULD OF FETCHLICED, WATERED, AND RESEEDED AS RECKED.
- THE TEMPORAY PRINCES AND STORAGE AREA SINAL. BE AGPT IN GOOD CONCIDEN (SATIABLE FOR PARKINI AND STORAGE), THIS MAY REQUIRE PERIODIC TOP DRESSING OF THE TEMPORAYS PARKING AS CONCEDING DEMAND. THE CONSTRUCTION INTRAVIERS SHELL BE MANTANED IN A CONDITION WHICH HELD HE FRENCH TRACKED OR FLOW OF MILD ONLY PRESS TRACKING—OF THIS MAY REQUIRE PETRODE FOR PRESSING OF THE CONSTRUCTION INTRAMEES AS CONDITIONS DEMAND.
- OUTET BENEGORES A THE SEGMENTATION DATAS JULIE EN MANIMED BI DIFFERDAVIA, CONTINUOR AT I AL TIRES THE SEMENT BASING PUES JULIES JULIE EN COCCED MAGNITA FOR COET OF SEMENT
- all many tenance degrators shall be done in a theory manner but ding case later than seven cases one cases of the inspection.
- DIVERSION DIXES SHALL BE INSPECTED MONTHLY. ANY BREACHES SHALL BE PROMPTLY REPAIRED

ALL REPARIS MUST BE MADE RITHIN 24 HOLDS OF REPARE. THE SUPPLICATION IS SALL CREAMAE THE TRAING FOR ASPECTION PROCEDURES AND PROPER BENDESON THE SUPPLICATION OF REPARES.

THE FOLLEWING ARE THE MATERIAL WANAGEMENT PHACTICES FIRST WILL BE USED TO REQUEST THE RISK OF SPILE ON DIHER ACCIDINATAL EXPOSURE OF MATERIAL'S AND SUBSTANCES TO SECRET WATER AUROPH. SPILL PREVENTION AND CONTROL

- SJUDANIENICKI BINJ. 1889CI PROJECT AREA DALY FOR PROYEK STORACI, USE, AND DISPOSAN OF DOMESTIC DOMESTIC DALEMALE.
- 2. STORE ONLY ENDUCH MATERIAL ON SITE FOR PROJECT COMPLETION
- 3. ALL SUBSTANCES SHOULD BE USED BEFORE DISPOSAL OF CONTAINER. ALL CONSTRUCTION MATERIALS STOKED SHALL BE ORGANIZED AND IN THE PROPER CONTAINER POSSIBLE, STORED UNDER A ROLF ON PROTECTIVE COVER.
- ALL PRODUCTS SHALL BE USED AND DISPOSED OF IN ACCORDANCE WITH THE WANGFACTURER'S RECOMMENDATIONS. PRODUCTS SHALL ADT BE WASD UNLESS DIRECTED BY THE MANUFACTURER.
- DATERALI SHOULD BE AFFI IN ORIGINAL CONTARES WITH LABELS UNLESS THE ORIGINAL CONTARESS CANNOT BE DESCRIPT. FOR ORIGINAL CONTARESS CANNOT BE DESCRIPT. AND PARTICLE PROPERTY ORIGINAL CONTARESS CANNOT BE DESCRIPT.
- . PRODUCT SPECIFIC PRACTICES Proper disposal practices shall always be followed in accordance with handacteric and local/state regulations.
- . PETROLLIA PRODUCTS ALIST DE SIDRED IN PANDER COMMANDS AUS CLORES LIBECO, MYSIELS.
 CONTAINEM PETROLLIA PRODUCTS SHALL DE PEROCOGALT ASSECTED FOR LEAKS, PRECAUTORS SHALL
 DE TAKEN TO ANNO LEAKAGE OF PUTROLLIAM PAGDUOTS ON SIT. THE MINION MOCH! OF FETRILERS MALL BE USED AND ANDED INTO THE SEAL IN ARREST TO LIGHT EXPOSIME TO RETORN WATER, TELLIHOLERS SIAM, BE SUMBLY IN A COPYRED SIZE, THE CONTRINTS OF A 2NY PARTICLLY USED BASS OF FERRILLER SHALL BE TRANSPERSED TO A SEALABLE PLASTIC BIN TO AND SMILE.
- PANNT CONTAINERS SHALL BE SEALED AND STOPED WHEN NOT IN- USE. EXCESS FAINT MUST BE DISPOSED OF SI AN APPROVED MANAGE. CANCERTE TRUCKS SHALL NOT BE ALLOWED TO WASH OUT OF DISLIBATOE SURFLUS CONDICTE ON DISLIBATION ON THE SITE.

SPILL CLEAN UP:

i addition to the proper off-meet and material management fractices discussed above, the Oldowing thracious shall be followed for stall prevention and Clembs: BPILL CLEANID INTOCHAIDON SILAZE BE MOSTED ON SITE TO INFORM CHIPLOYEES ABOUT CLEANUF PROZEDURES AND RESOURCES.

- THE FOLLOWING CLEAN-UP COLUMNS WINS TO REPT ON-SIE NEW THE MAJERIK, STOFICE ARCA OLONES, MOPS, RACA, BROOMS, DUST PANS, SAND, SANDUST, LICHO ABSURRES, COCCLES, AND TRAS-COMMANAIS.
- SUPPOPENT OIL AND GREASE ASSORBING MATERIALS AND FLOTATION BODIES SHALL BE MAINTAINED ONSITE AND READLY AVAILABLE TO CONTAIN AND CLUAN-UP TUEL OR CHEMICAL SPELS AND LEAKS.
- WITH OLEANING A SPILL, THE AREA SHOULD BE WILL VEHILATED AND THE EMPLOYEE SHALL WEAR FROMEN PROFESSION CONTRACT WHITE, ALL SPILLS SHALL BE CLEANED UP AS \$00M AS POSSIBLE.
- TOXIC SPILLS MUST BE REPORTED TO THE PROPER AUTHORITY REGARDLESS OF THE SIZE OF THE SPAL.
- AFTER A SPILL, THE PREVIOURN FLAM SHALL BE REVENTED AND CHANDED TO PREVENT EXPERTE SALLAR SPILLS FROM DOCUMENT IT, AND HOW TO CLEAN THE SPILL PROMOTE TO PREVENT IT, AND HOW TO CLEAN THE SPILL UP SHALL BE RECORDED.
- SPECIAL SPECIAL SPECIAL OF THE SPECIAL

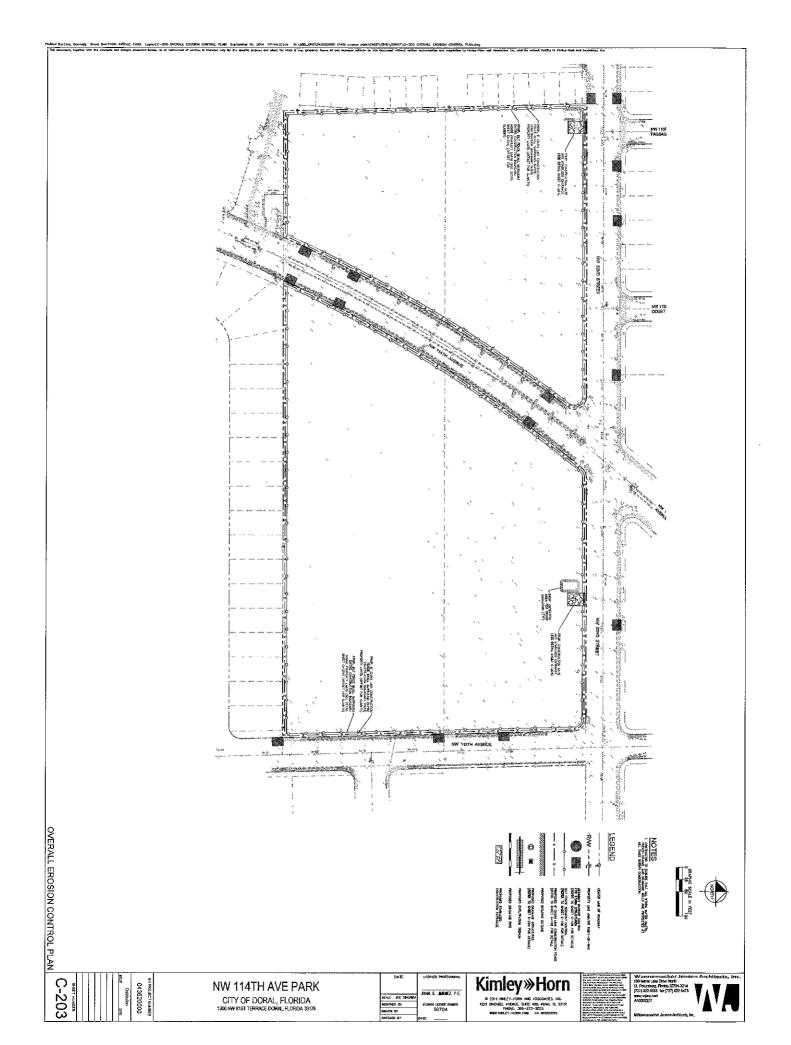
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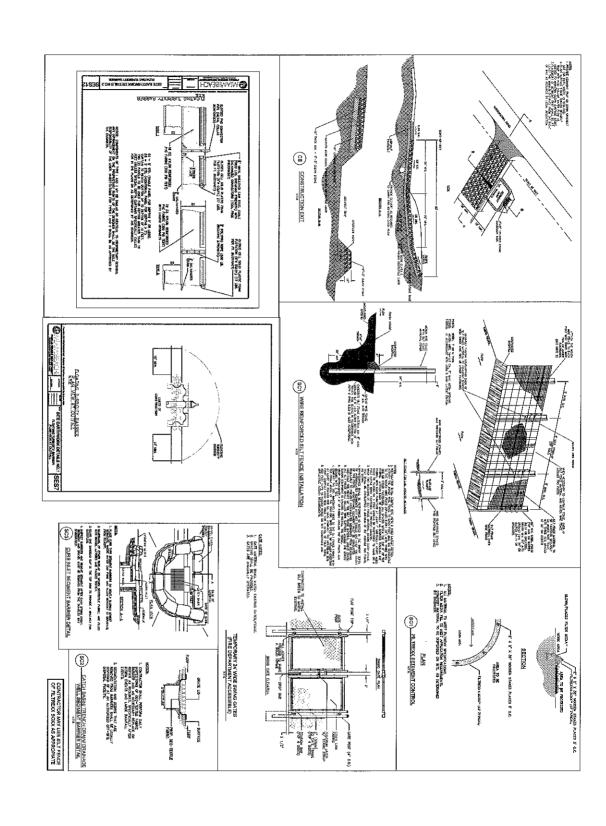
EROSION CONTROL NOTES

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EROSION CONTROL DETAILS

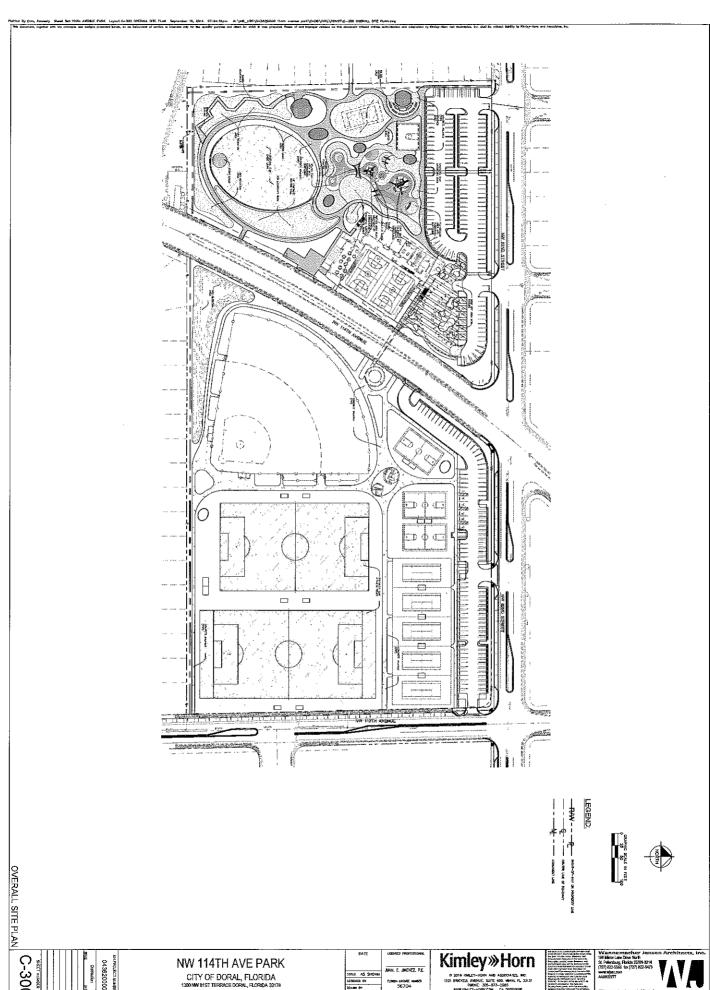
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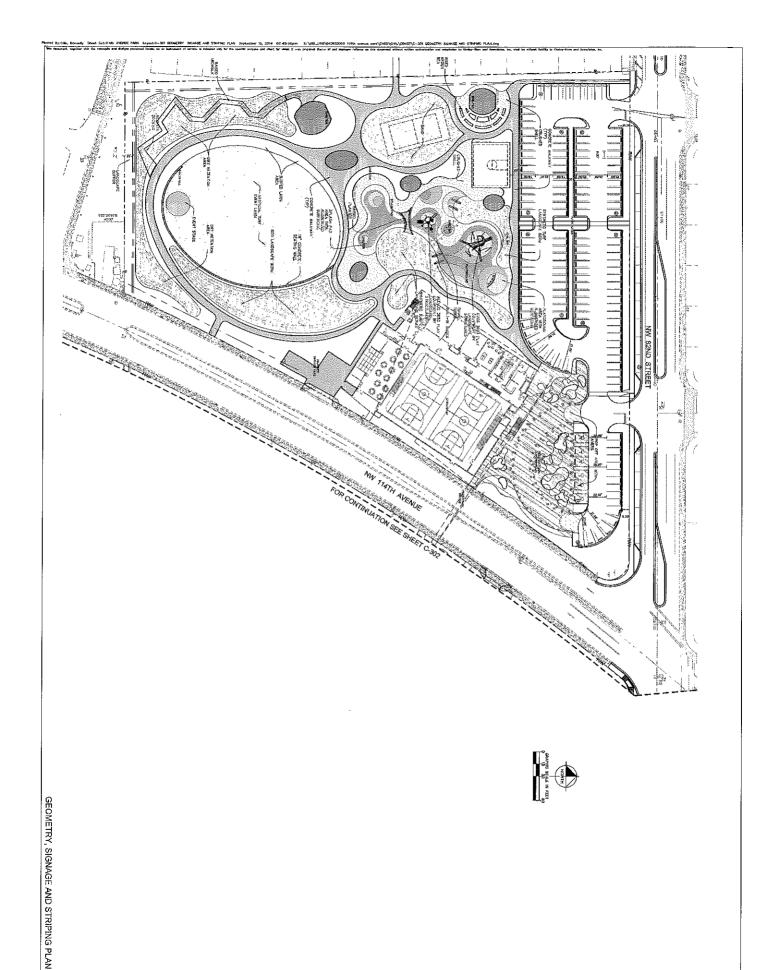




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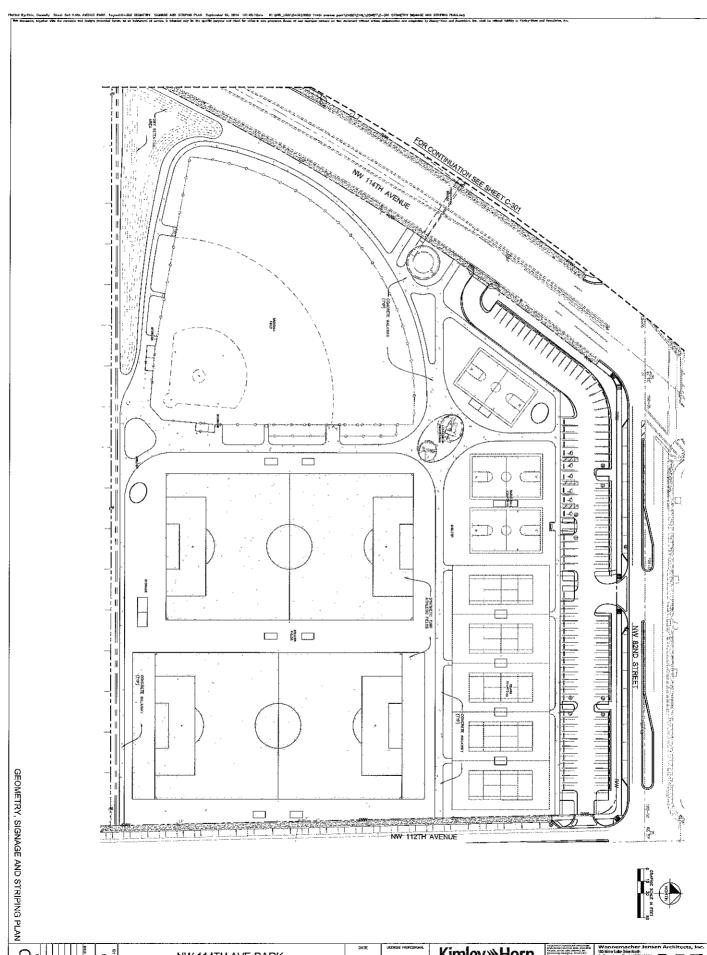
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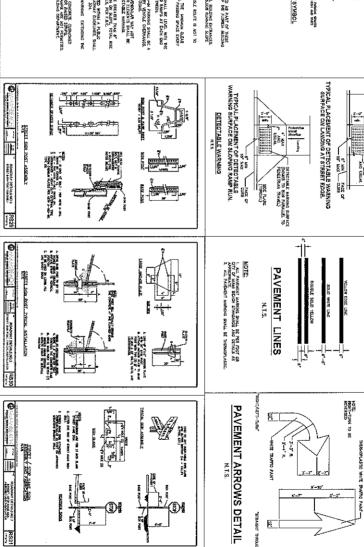


Whatnermacher Jensen Architects, In 150 hirotube Biele Noth S. Perentup Finida 33/01-324 (121) 302-556 bc (727) 522-5475 www.spirt.com A4000/2277 @Winnermather Janzen Architects, Inc.

1. ALL ACCESSIBLE COMPONENTS CONSTRUCTED AS PART OF THESE PLANS SHALL COMPLY WITH CHAPTER 11 OF THE FLOREJA BUILDING CODE. Ť ACCESSIBLE ROUTE TO ACCESSIBLE SPACES, BUILDING ENTRANCES AND PUBLIC STREETS SINAL NOT EXCED SLOW RUNNING SLOPE AND ZODX CROSS SLOPE. PUBLIC SOSPALK, CARB PLAIPS CHESTRUCTED WITHIN A PUBLIC ASSENCE OF COLUMN ADMINISTRATION BEACHT THE RESULTEMENTS OF FEDOT HOCK JOB.

CHIES REAL-REMENTS OF FEDOT HOCK JOB.

CHIES RAMPES SHALL WARE A DETECTABLE WARRANG EXTENDING THE PLAIP. UNLESS OTHERWISE SHOWN ON THE PLANS, THE MUNIMUM CLEAR ROUTE, SHALL BE 36" WIDE WITH A 60"MO" PASSING SPACE EVERY 200 FEET. SPECIAL RAIP RULES APPLY FOR ANY RISE GREATER THAN 8" SUCLIDING BUT NOT LIMITED TO RESTRICTION ON SUPER TOTAL RISE BETHEEN LANDINGS, AND USE OF HANDRAILS, PER F.B.C. THE ACCESSIBLE ADUTE AT PROXY OF PULL—AN PARKING SHALL BE A MINAMUM OF 44" WIDE AND NOT REDUCED BY VEHICLE OVERHANGS. CURDING, SIGN POSTS, OR OTHER DESTRUCTIONS. ACCESSIBLE ROUTES THROUGH PLANTERS SHALL BE LEVEL WITH THE SUBBOLIADING PARCIEST OR PROMOTE OURS RAMES AT EACH END WITH A MINIMUM 45" LEVEL LANGING IN BETWEEDE CHANCE WELEVATION WITHIN THE ACCESSIBLE ROUTE IS NOT TO EXCEED $N_{\rm s}^{\rm op}$ without a curb pamp. ANY WALK THAT CROSSES OR ADJOHS A VEHICULAR WAY HOT SEPANATED BY CURDS, RALLINGS, OR OTHER ELEMENTS SHALL BE! SEFANDD BY A COMPAULOUS 36" HIDE DETECTABLE WARNING. USE OF PARADOT STABOL IN HANDSAPPED PARADOL SPACES IS REGUNDO, THE STABOL SHALL BE 8 FT. HOH AND WHEEL I IN COLUM. HANDICAPPED PAVEMENT SYMBOL



GEOMERTY, SIGNAGE AND STRIPING DETAILS

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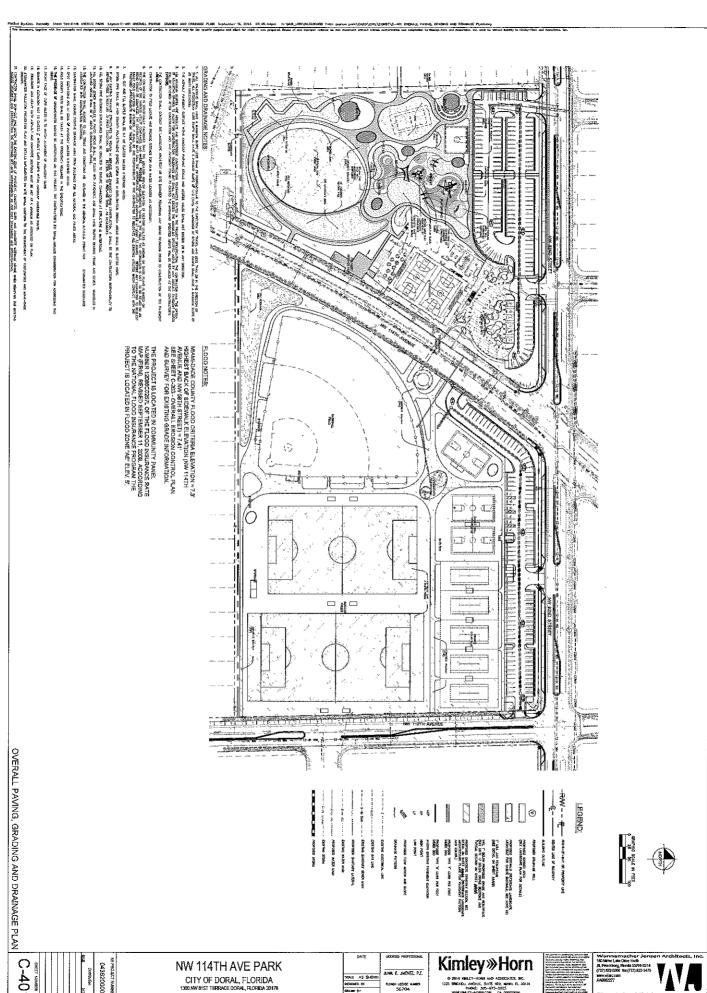
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DETECTABLE
-- WARNING SURFACE





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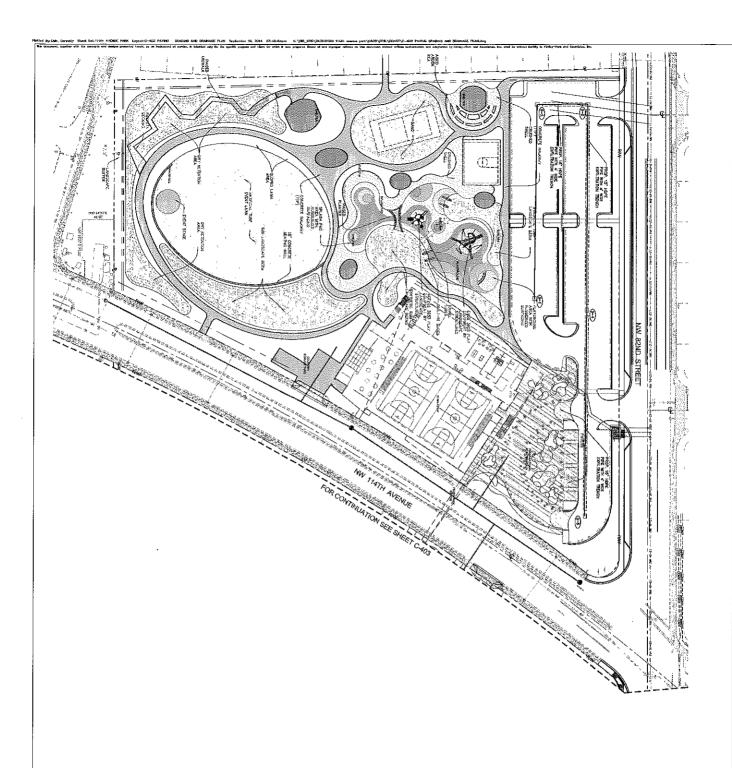


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PAVING, GRADING AND DRAINAGE PLAN

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PROP. STORY STRUCTURE (COTTON BASIN)

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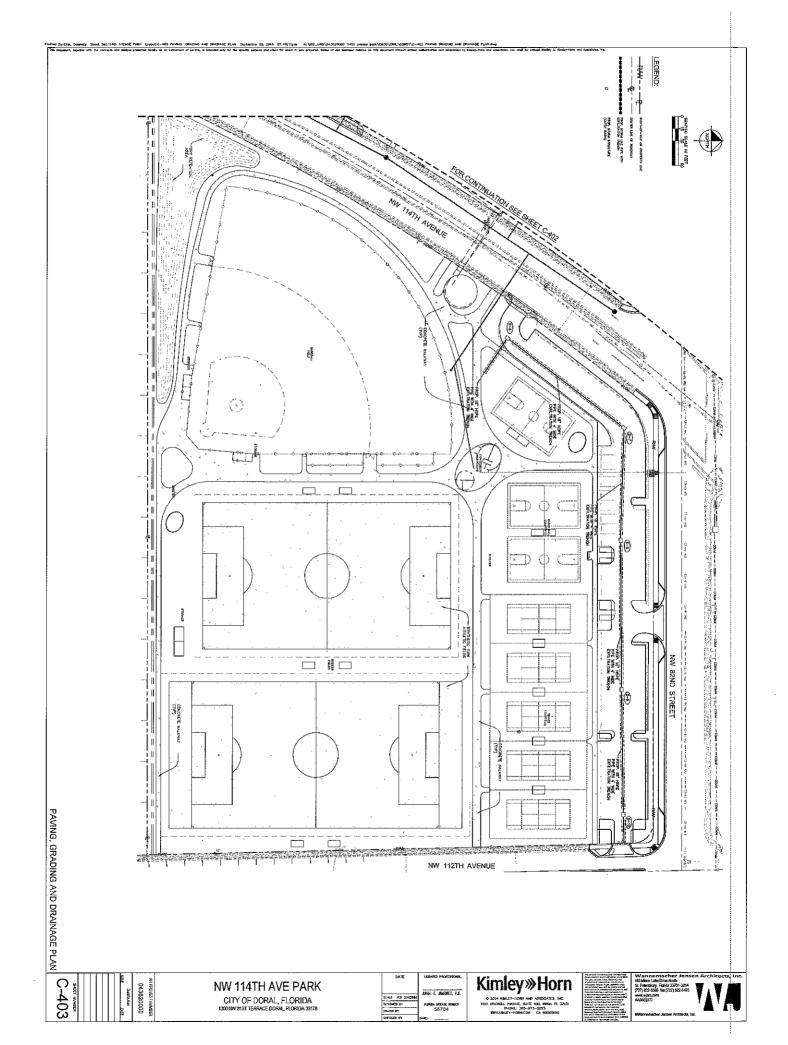
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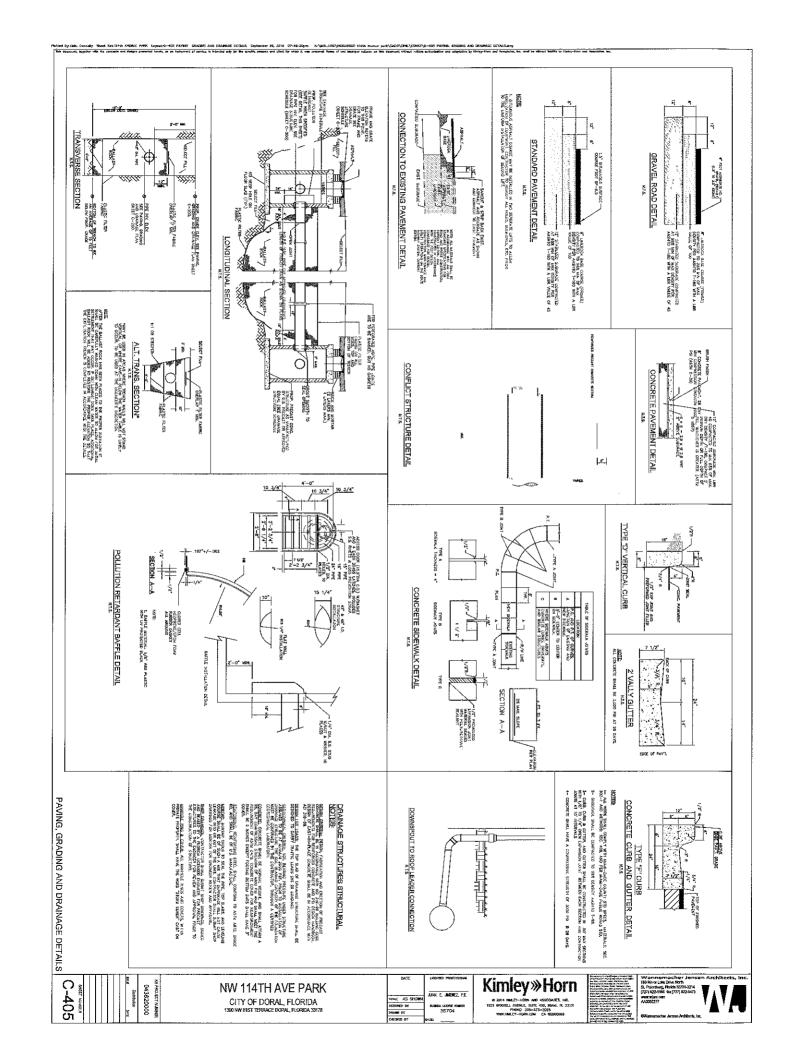
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NW 114TH AVE PARK

CITY OF DORAL, FLORIDA

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THE CONTRACTOR IS RESPONSIBLE FOR THE COST OF ALL INSPECTIONS.

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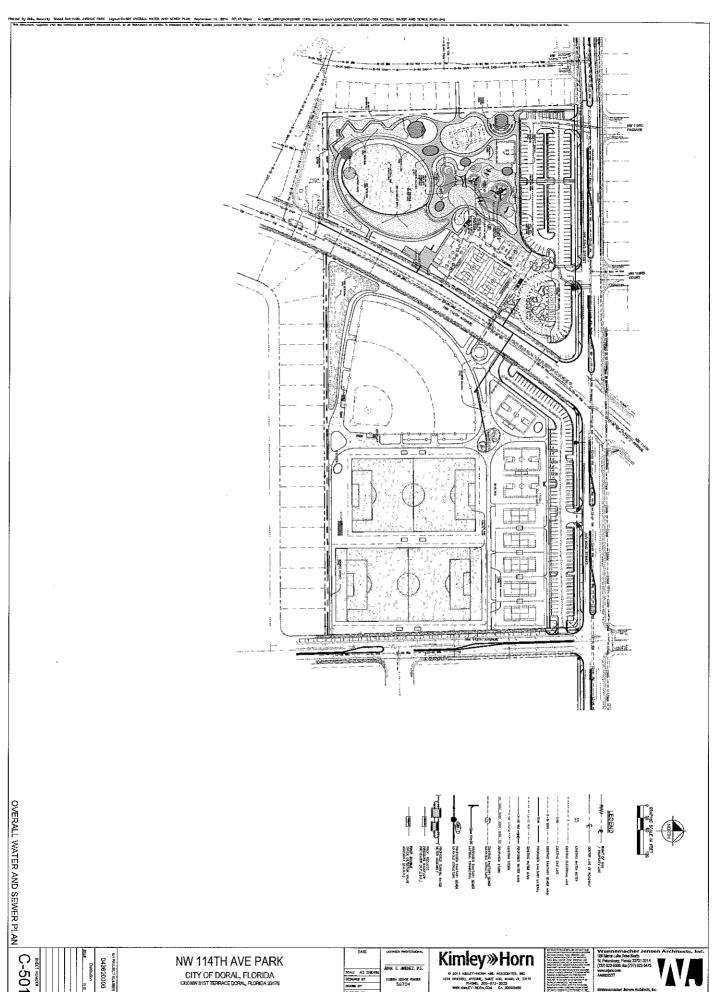
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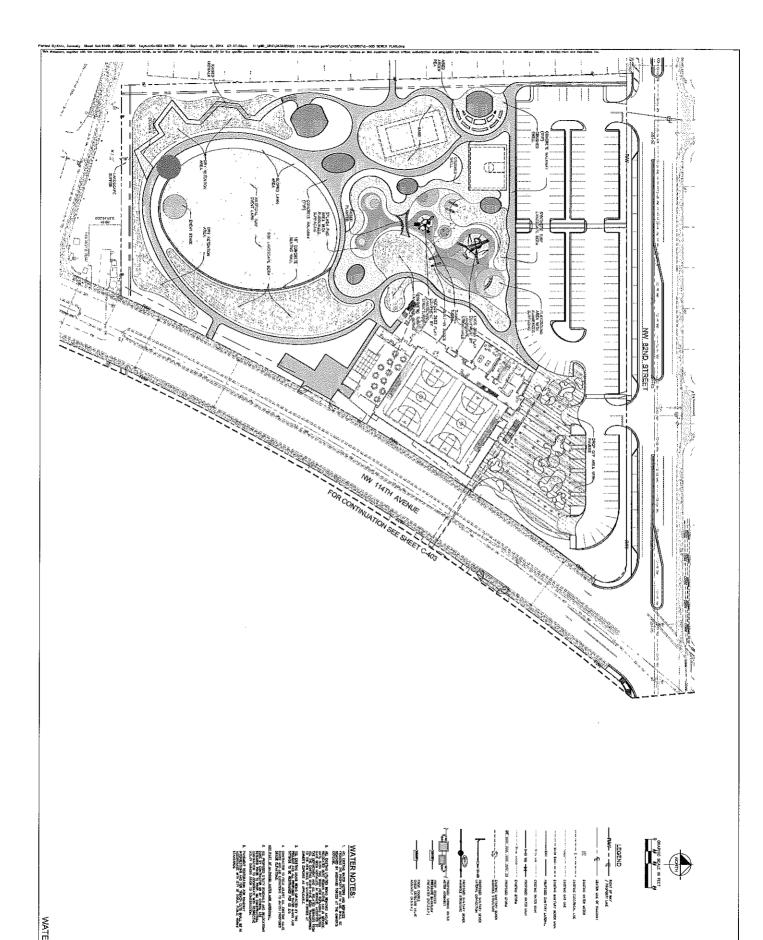
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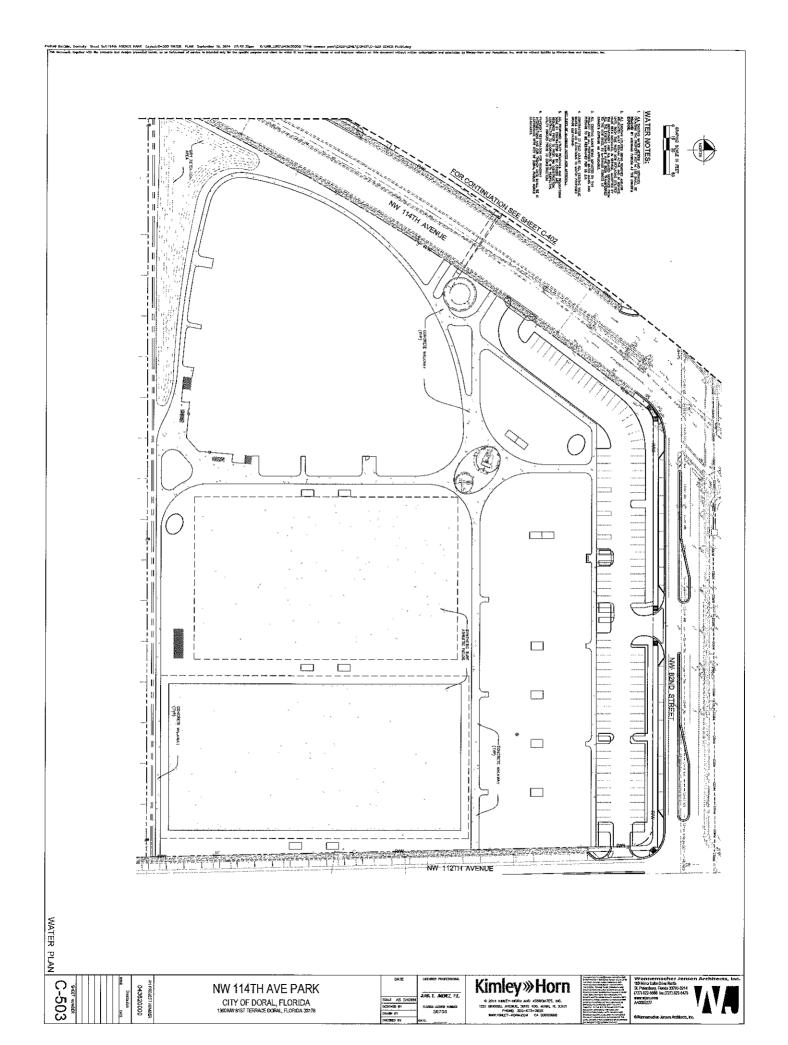


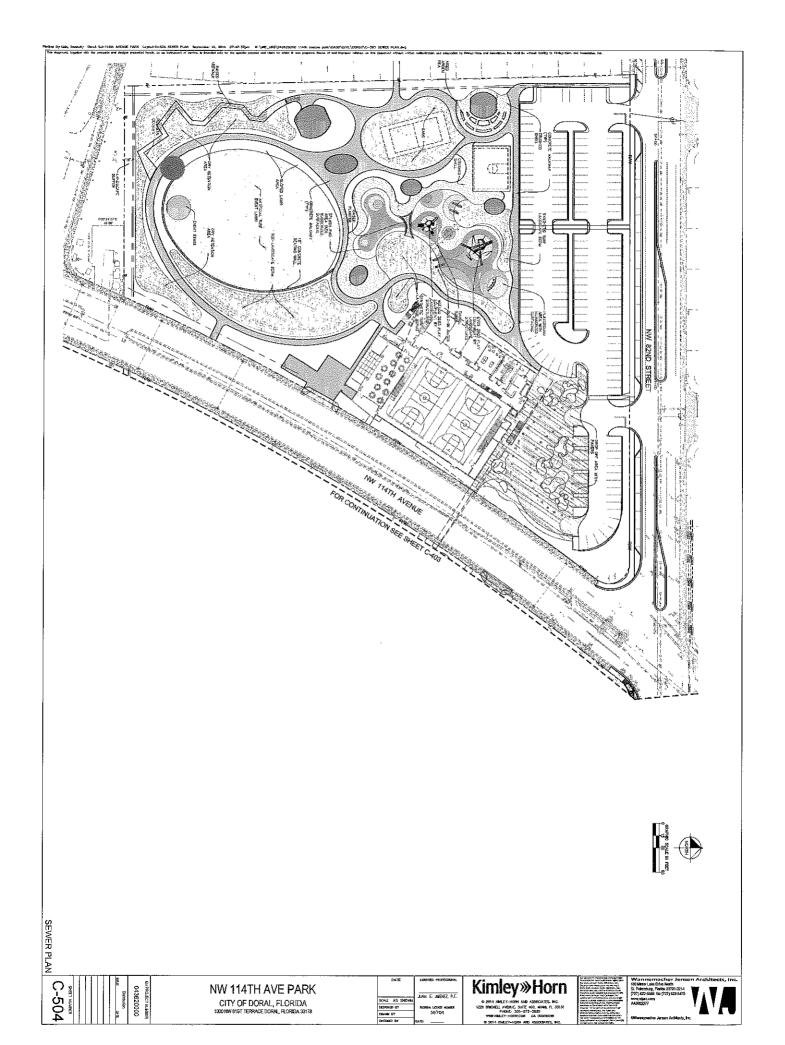
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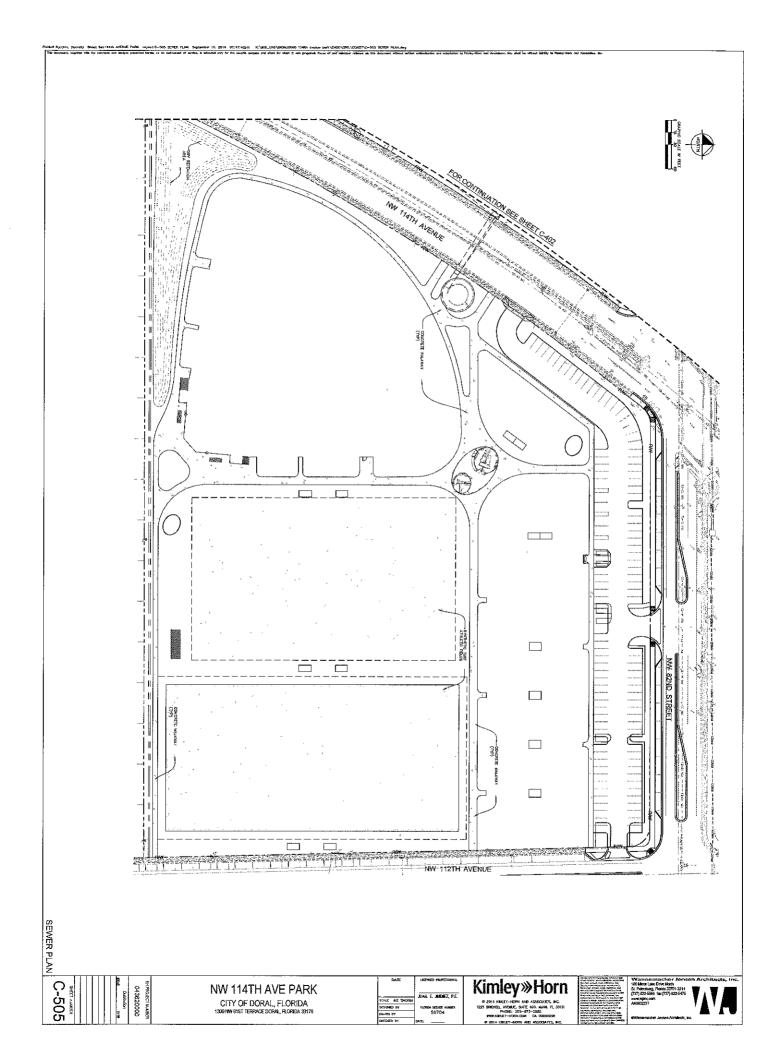
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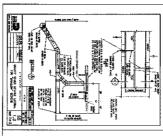
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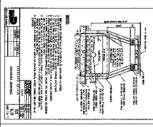
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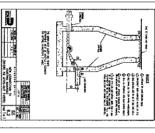
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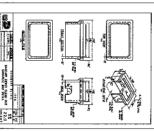
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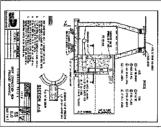




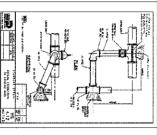


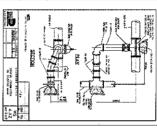


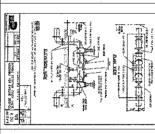




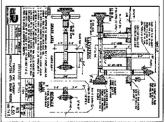




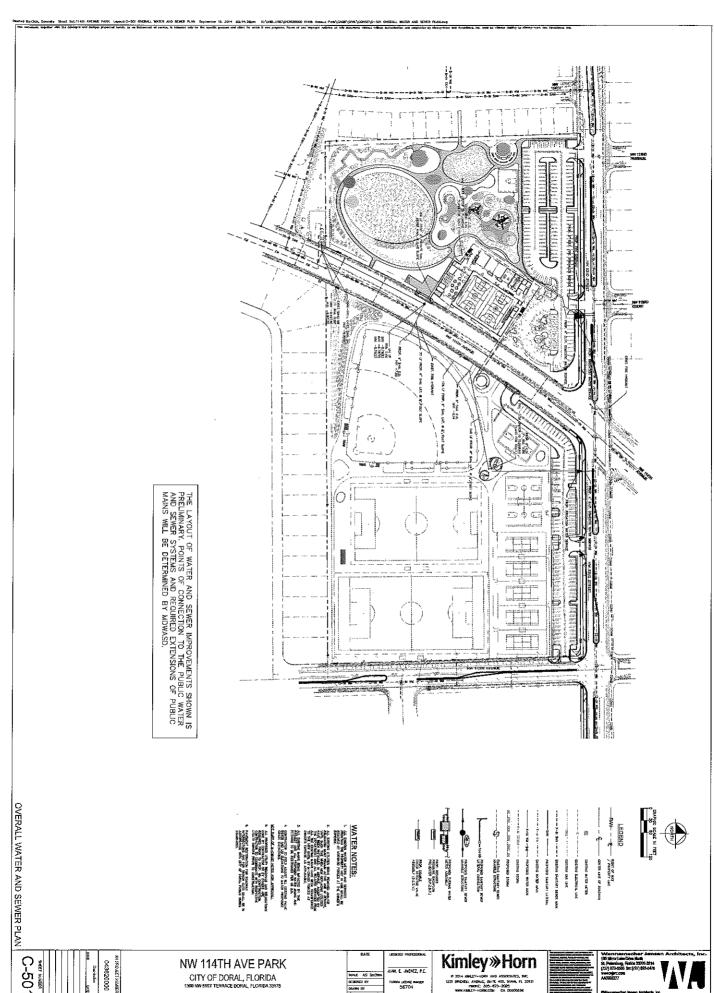










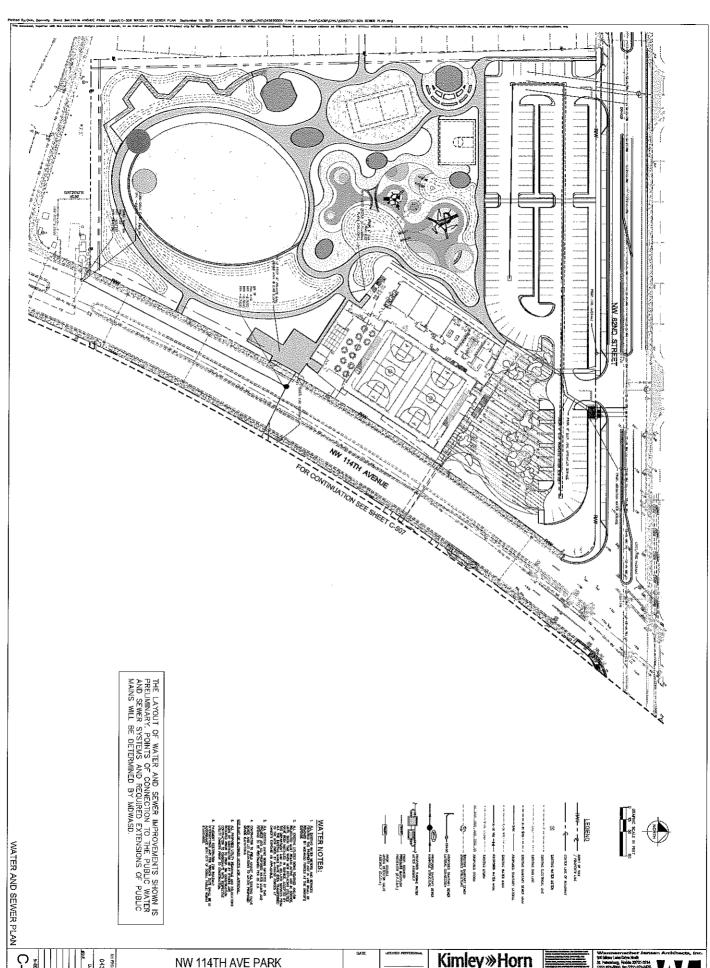


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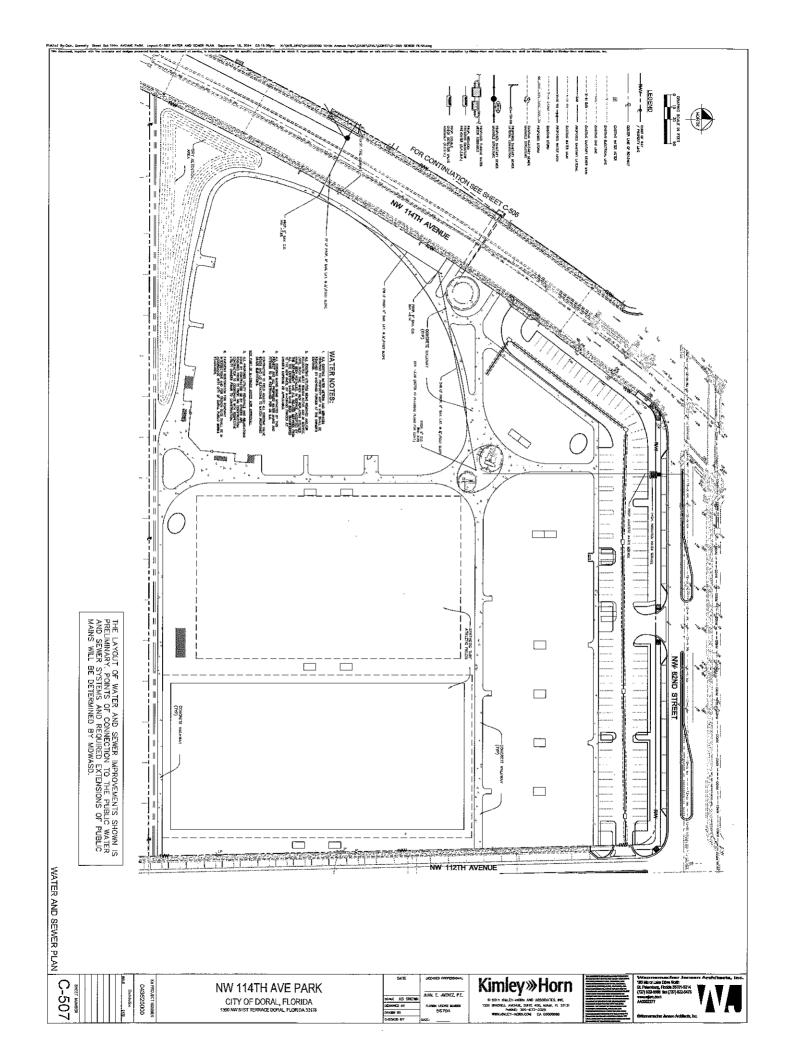
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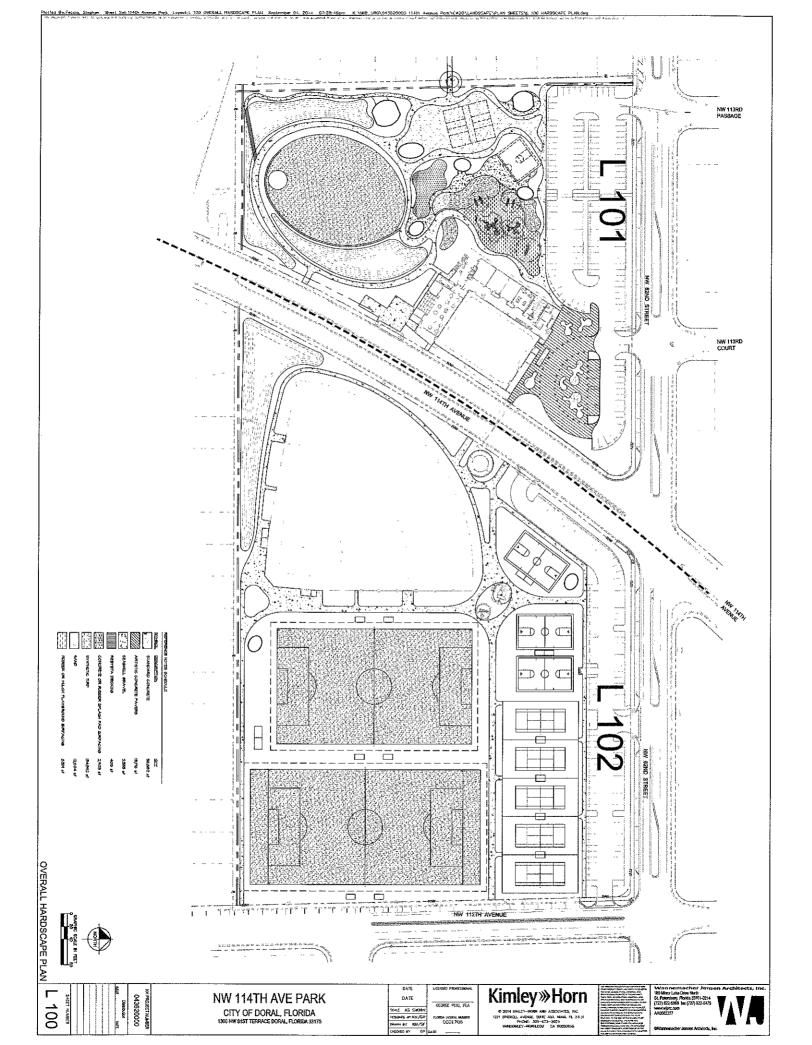
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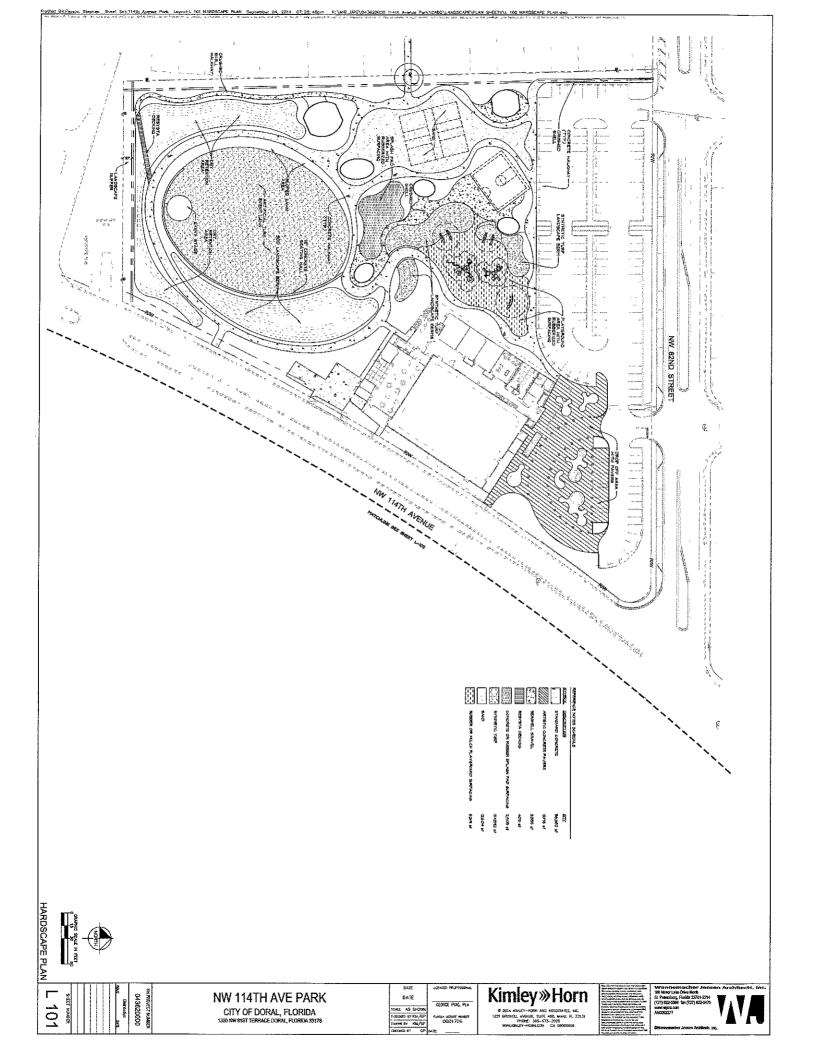
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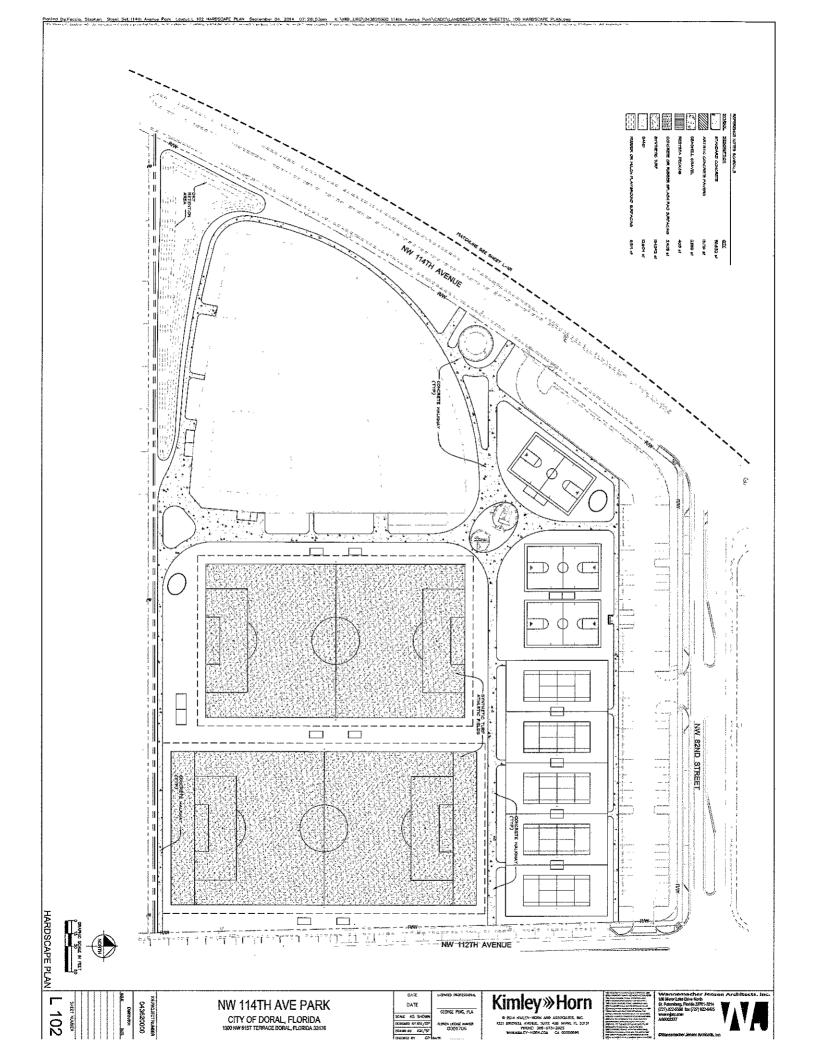
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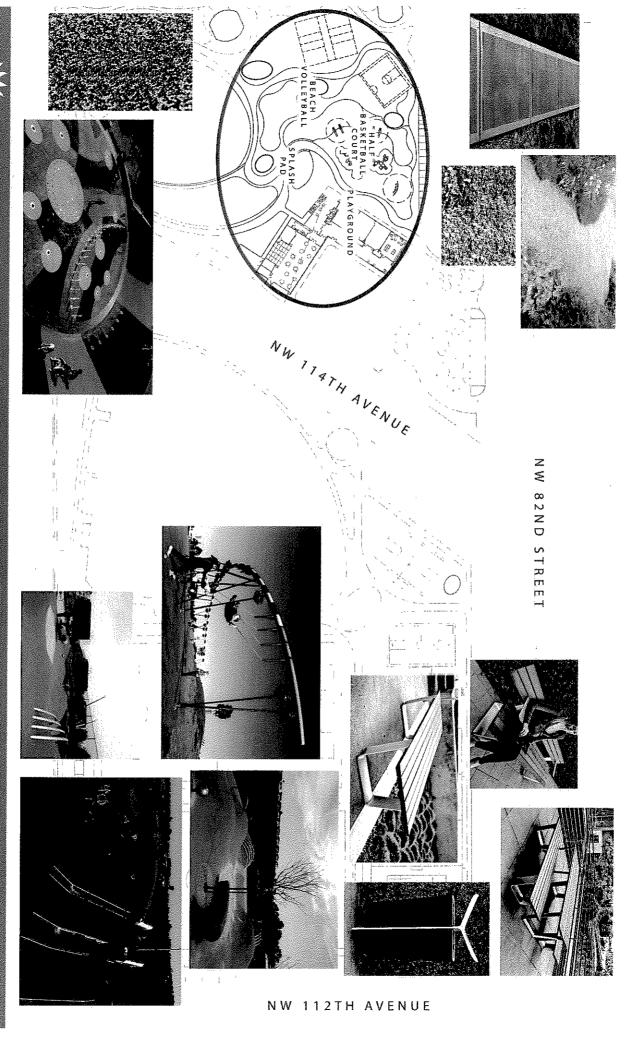




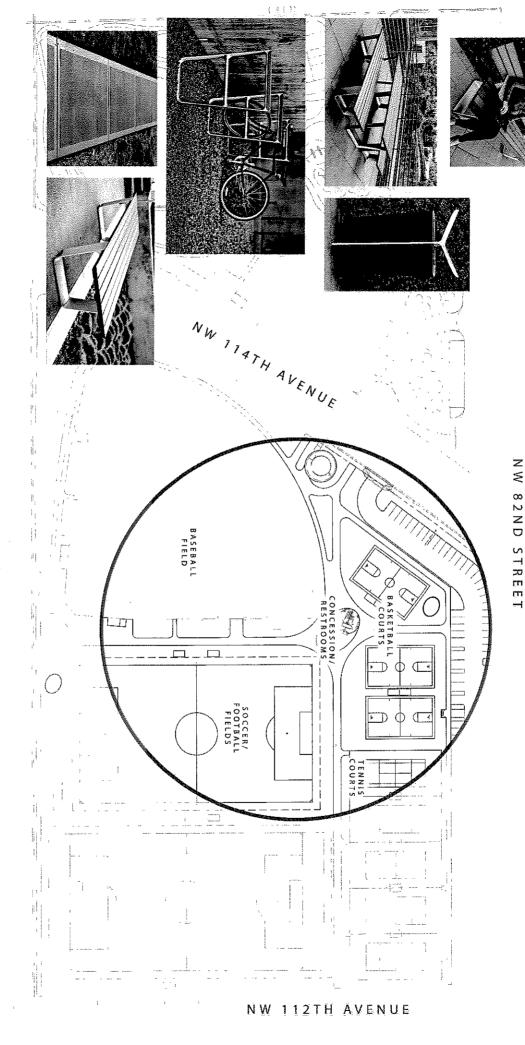


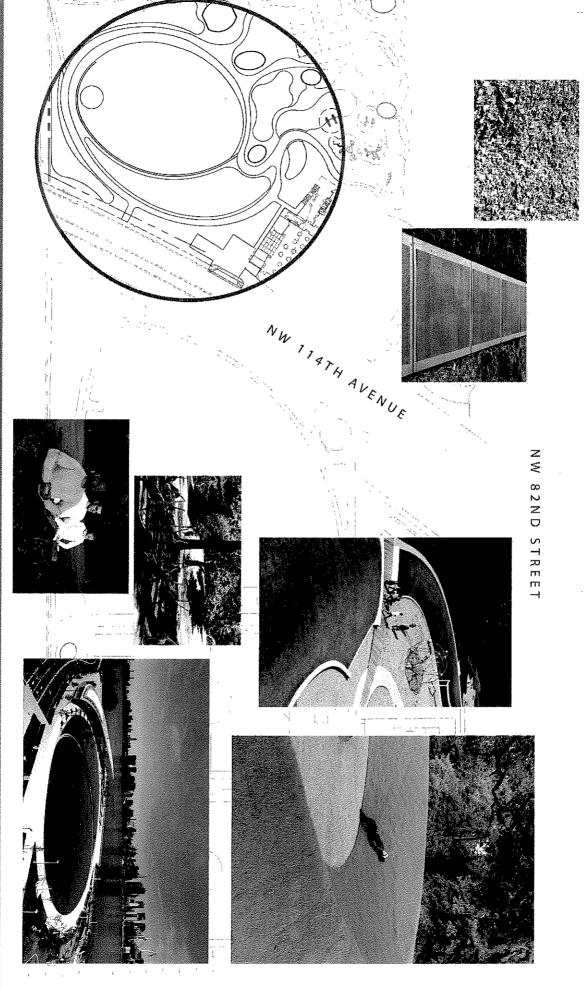


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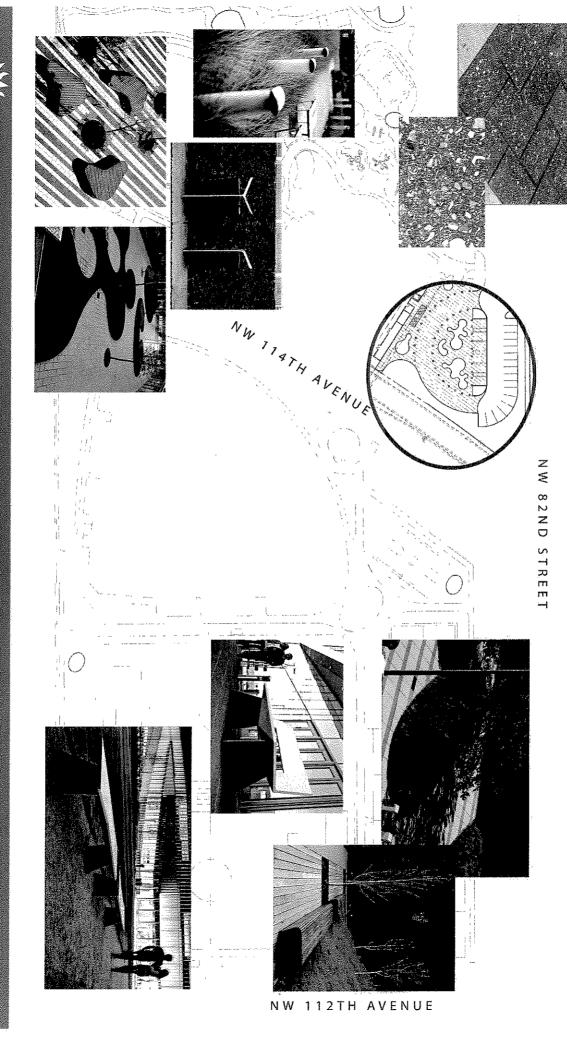


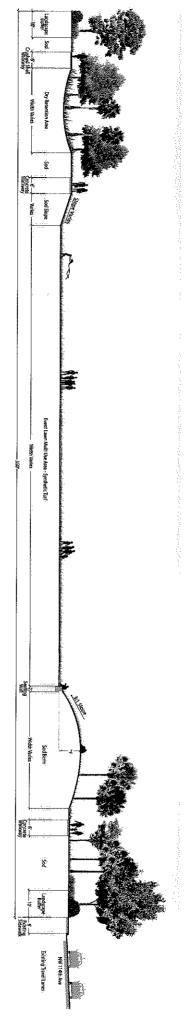
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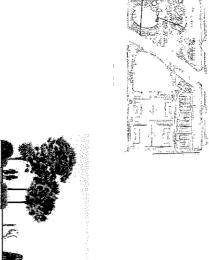


NW 112TH AVENUE





Section A-A: Event Lawn Looking North



Section B-B: Splashpad and Playground

Synthetic Turf Berm Width Varies

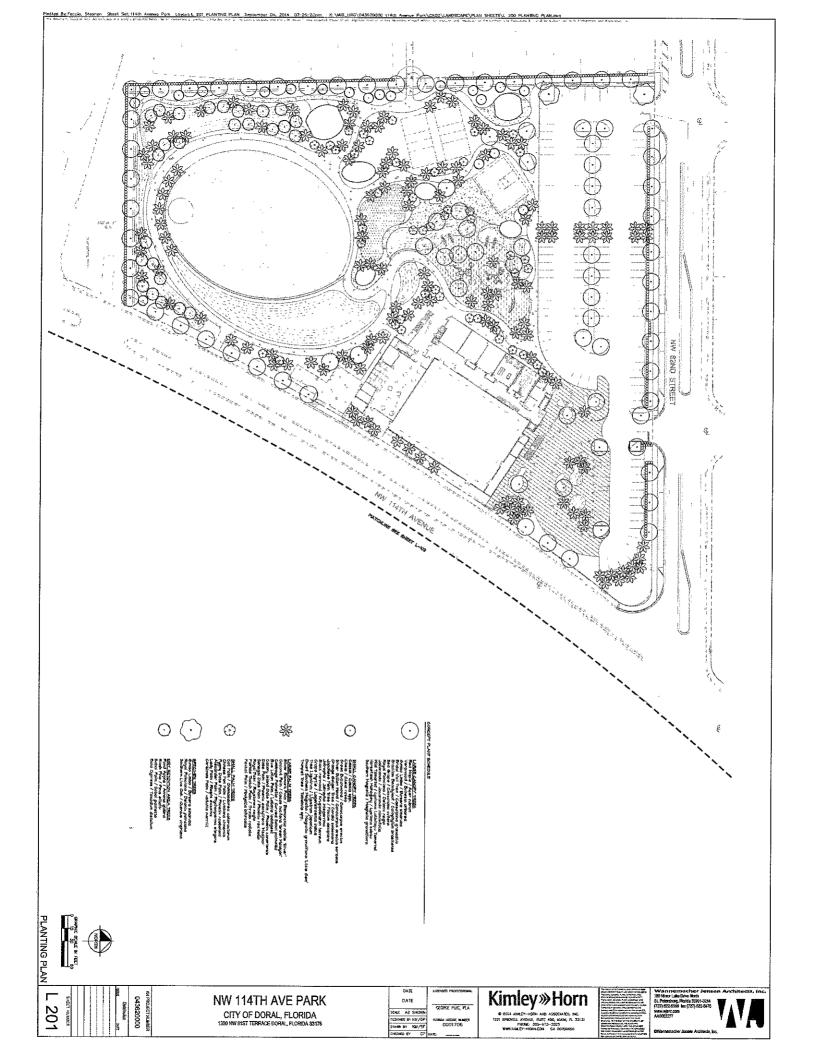
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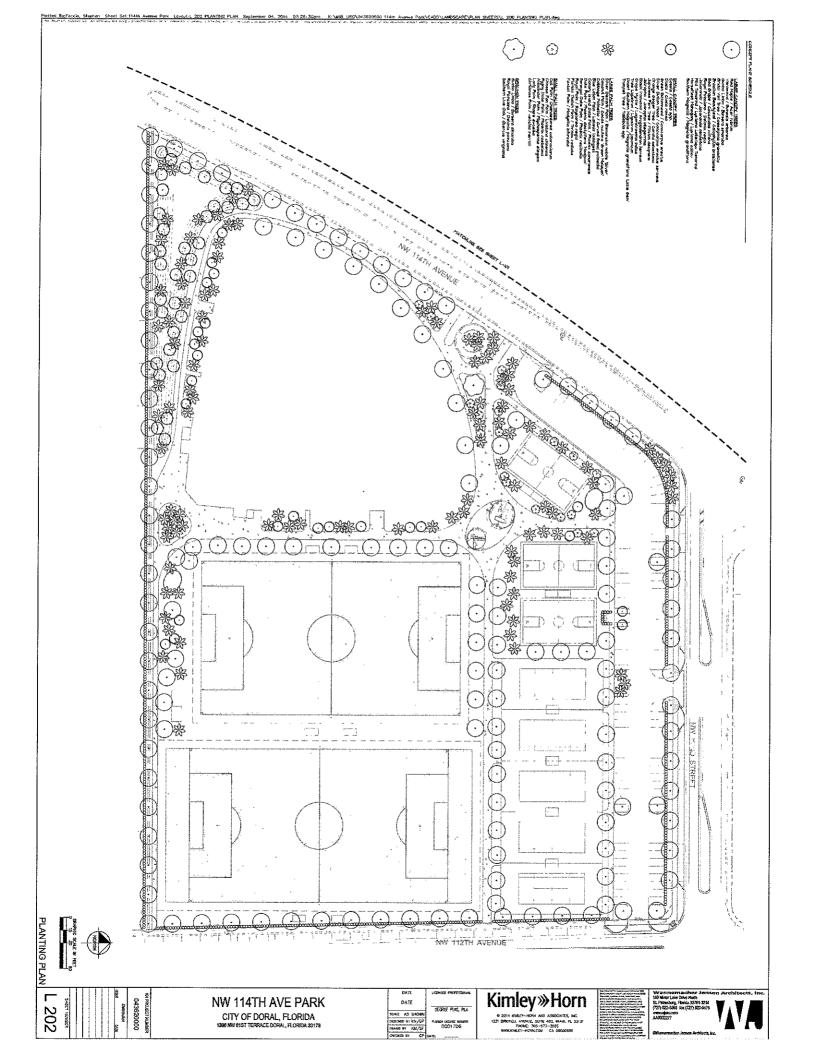
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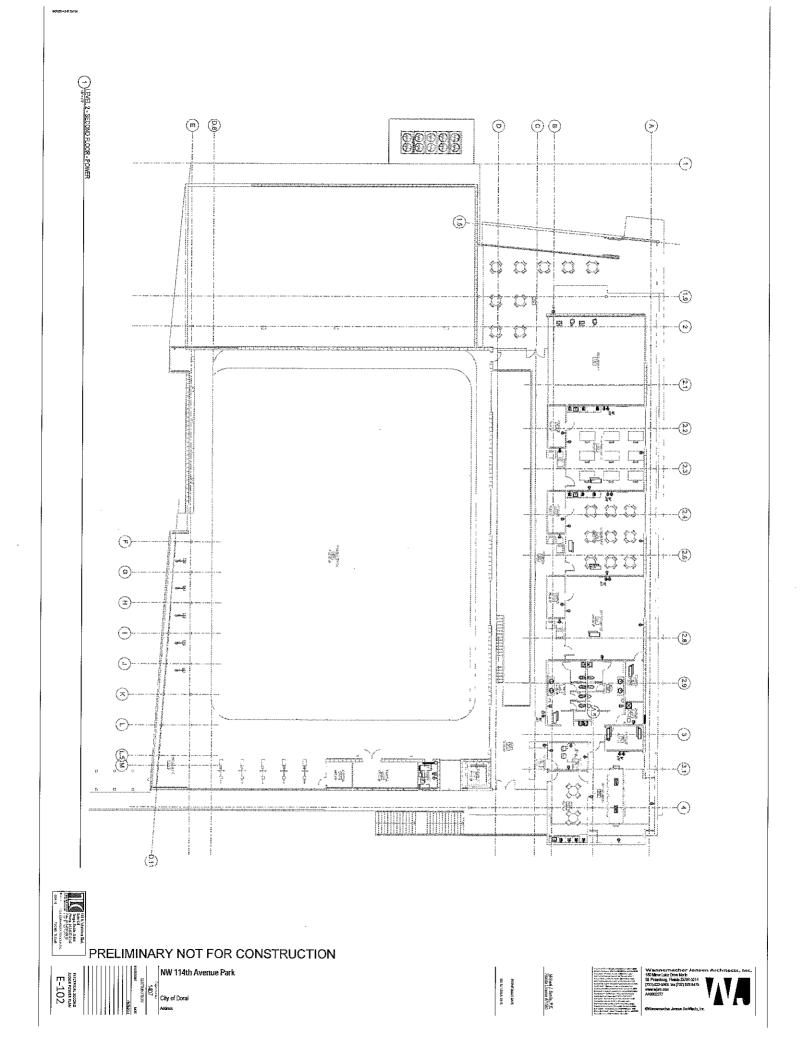
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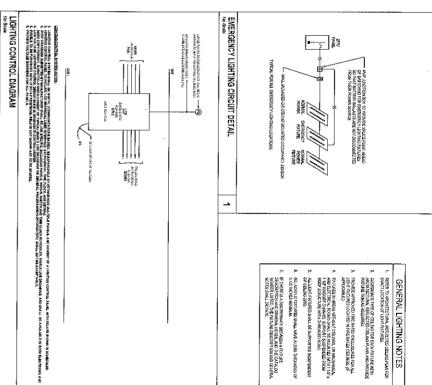




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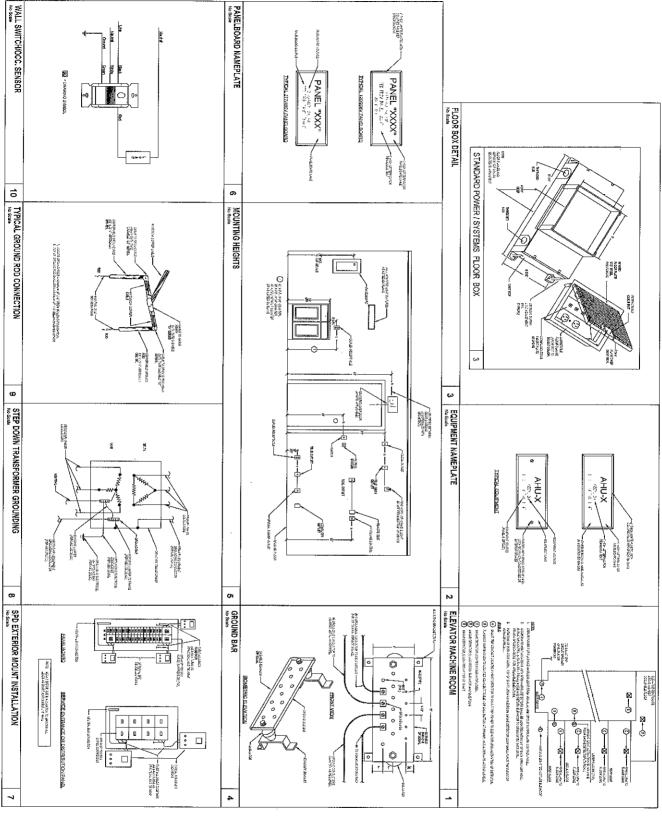
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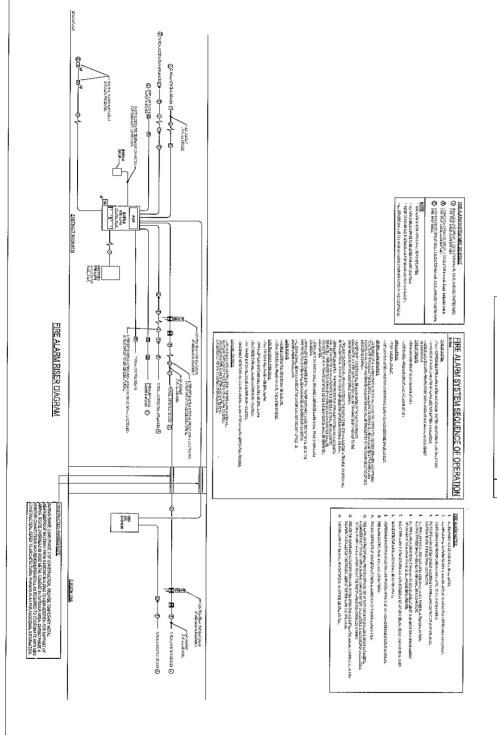
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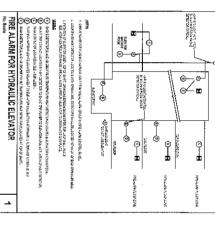














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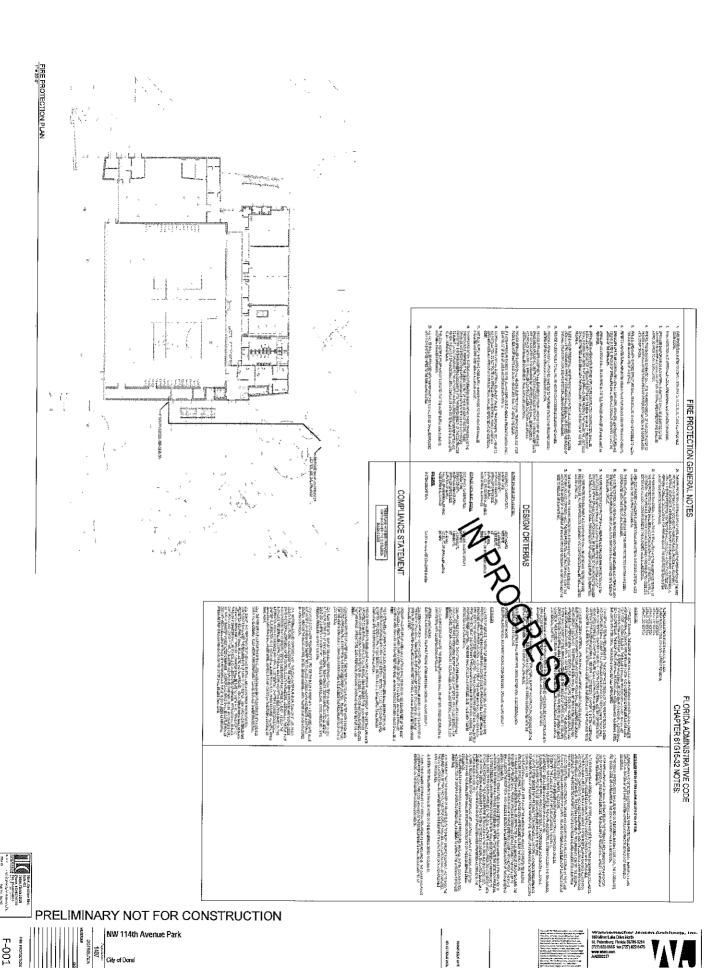
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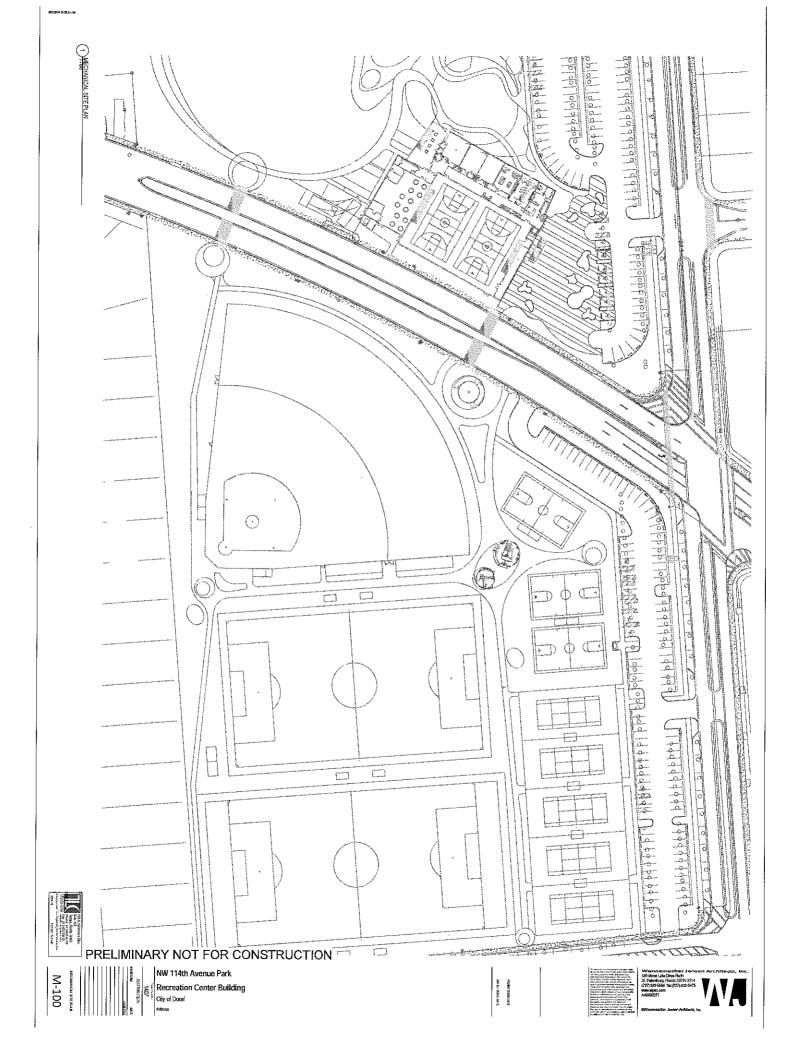
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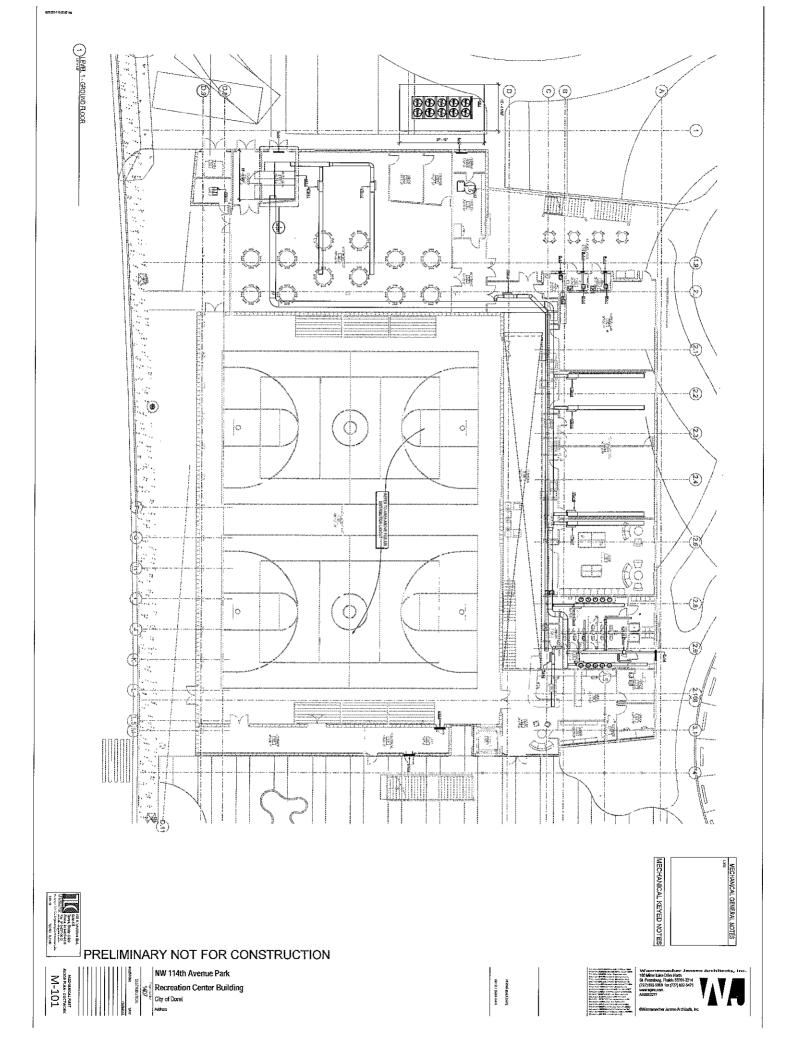
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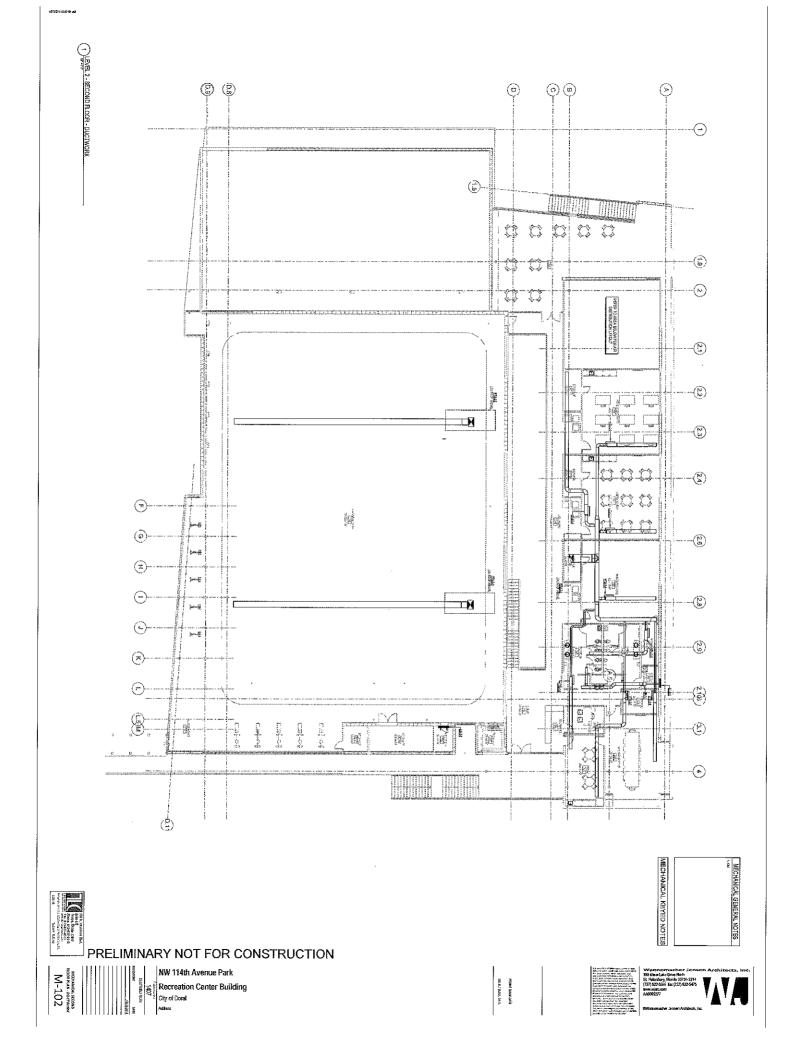


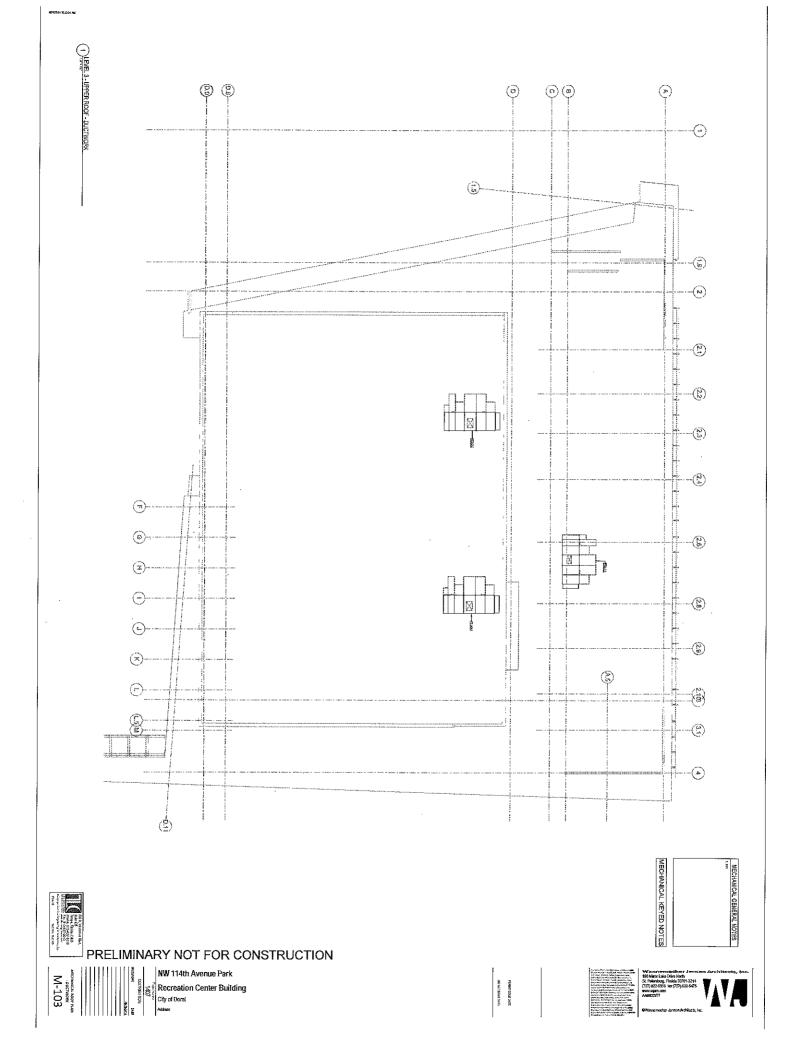


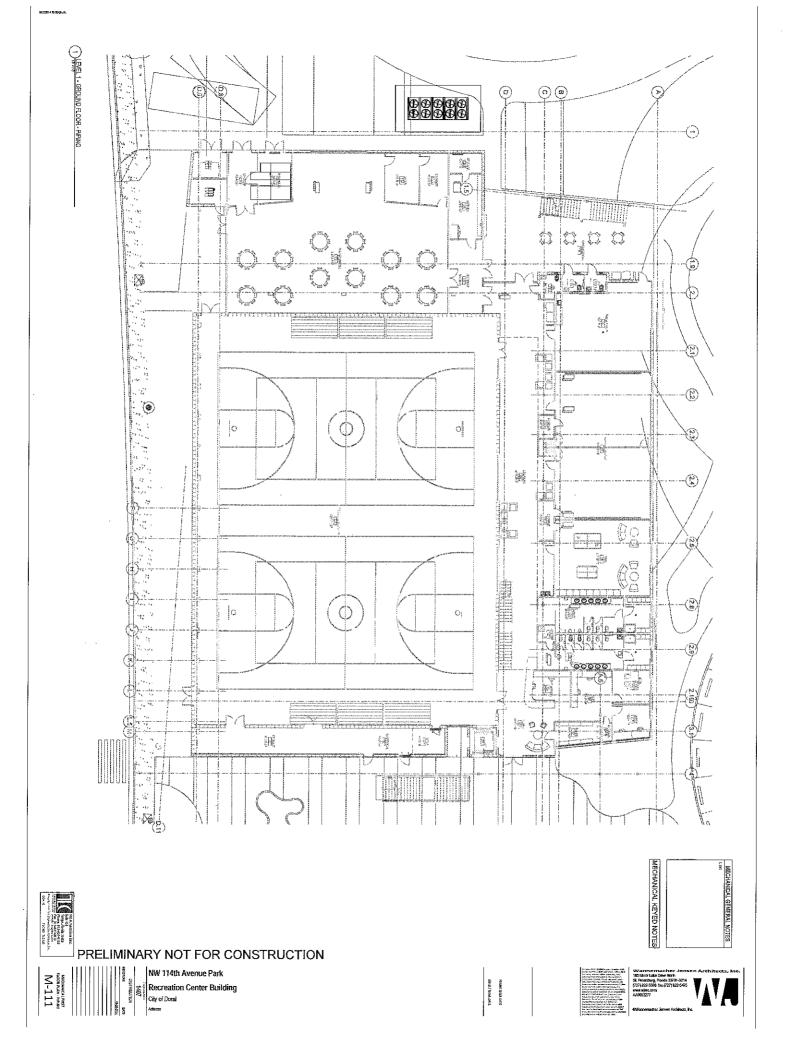


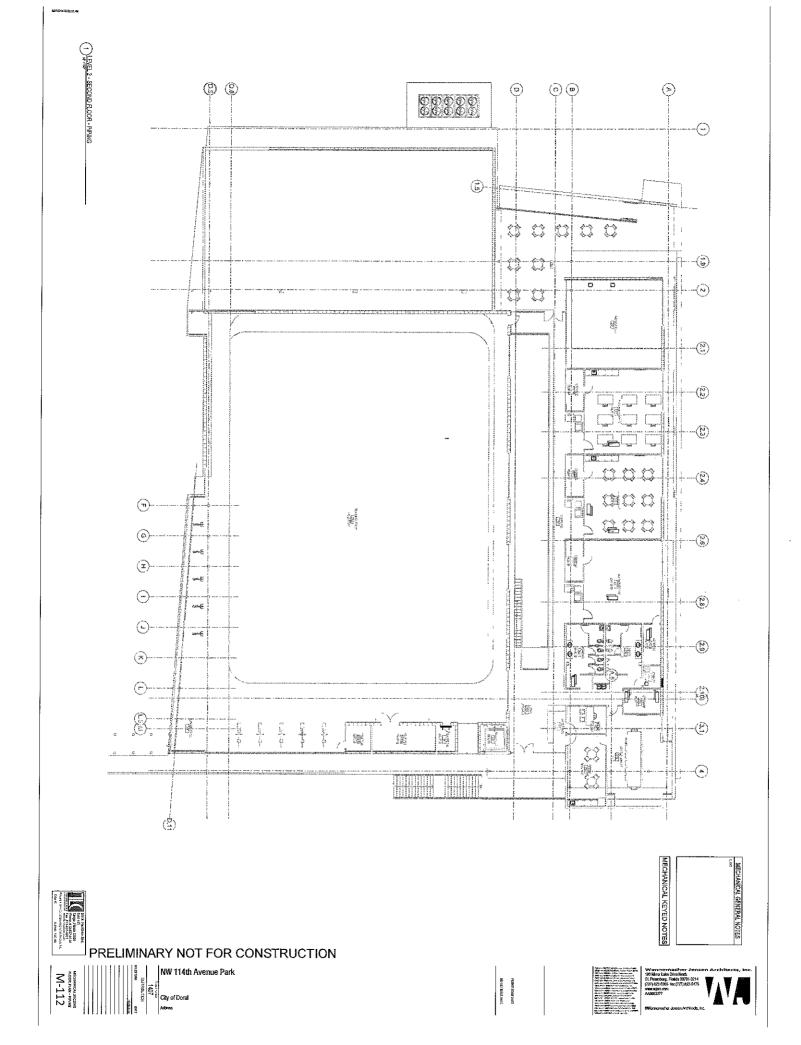


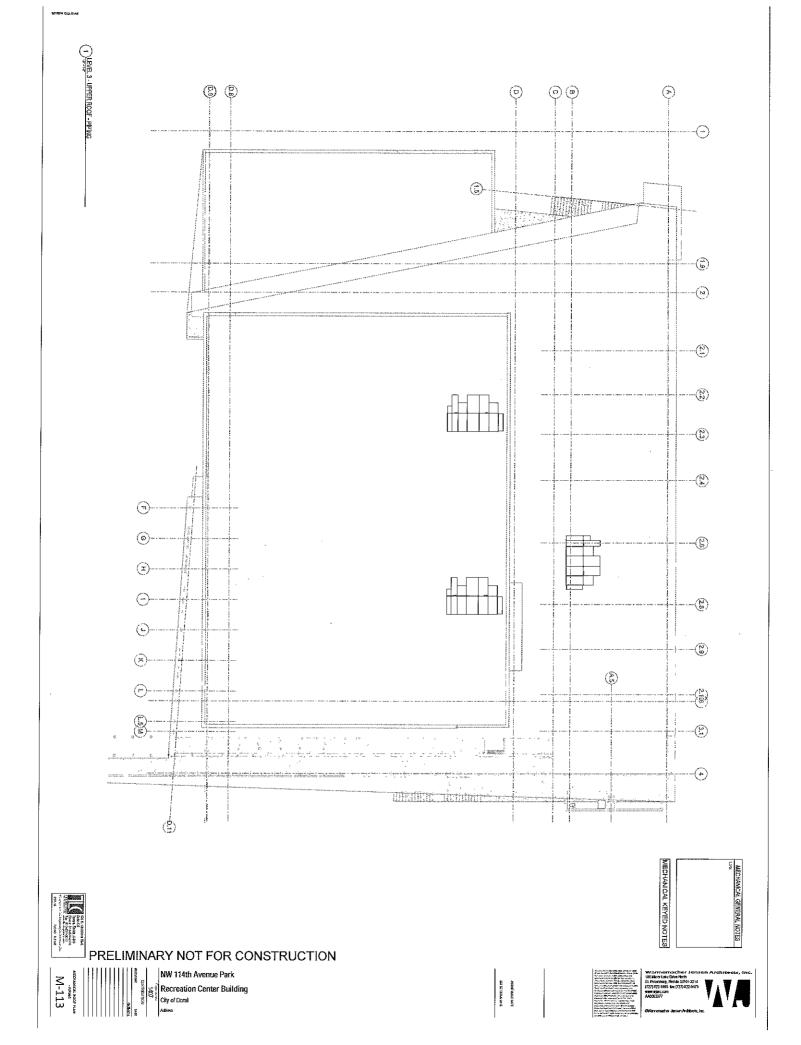


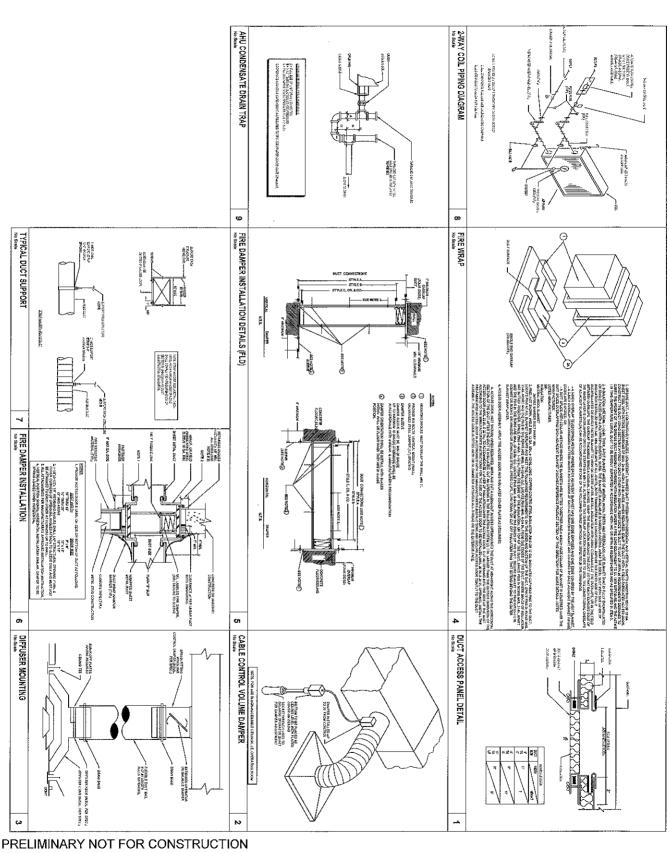












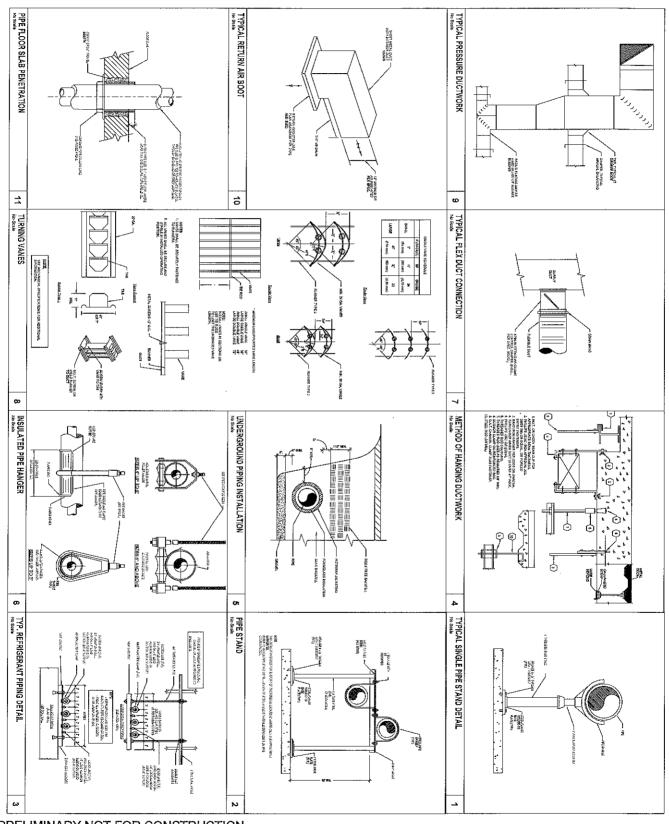


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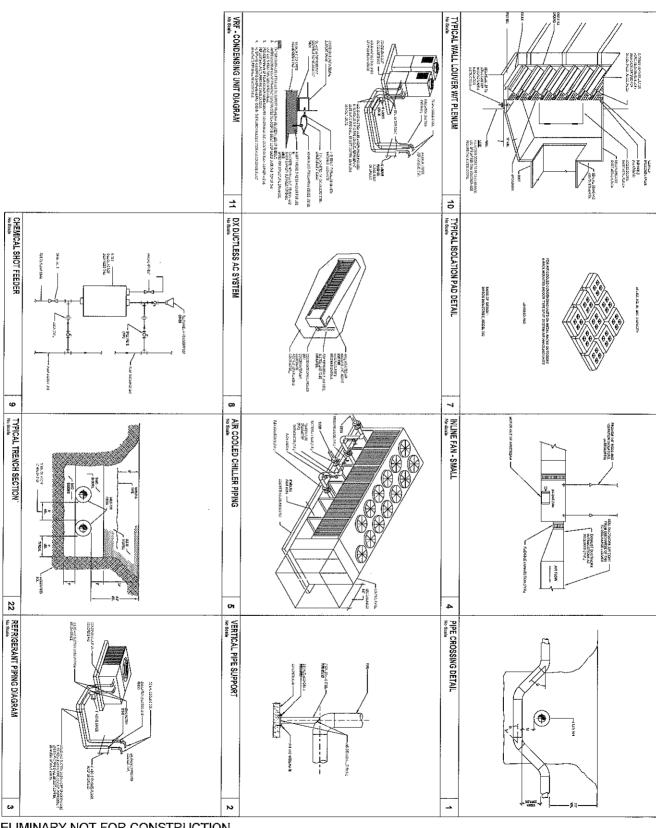




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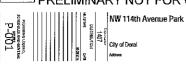
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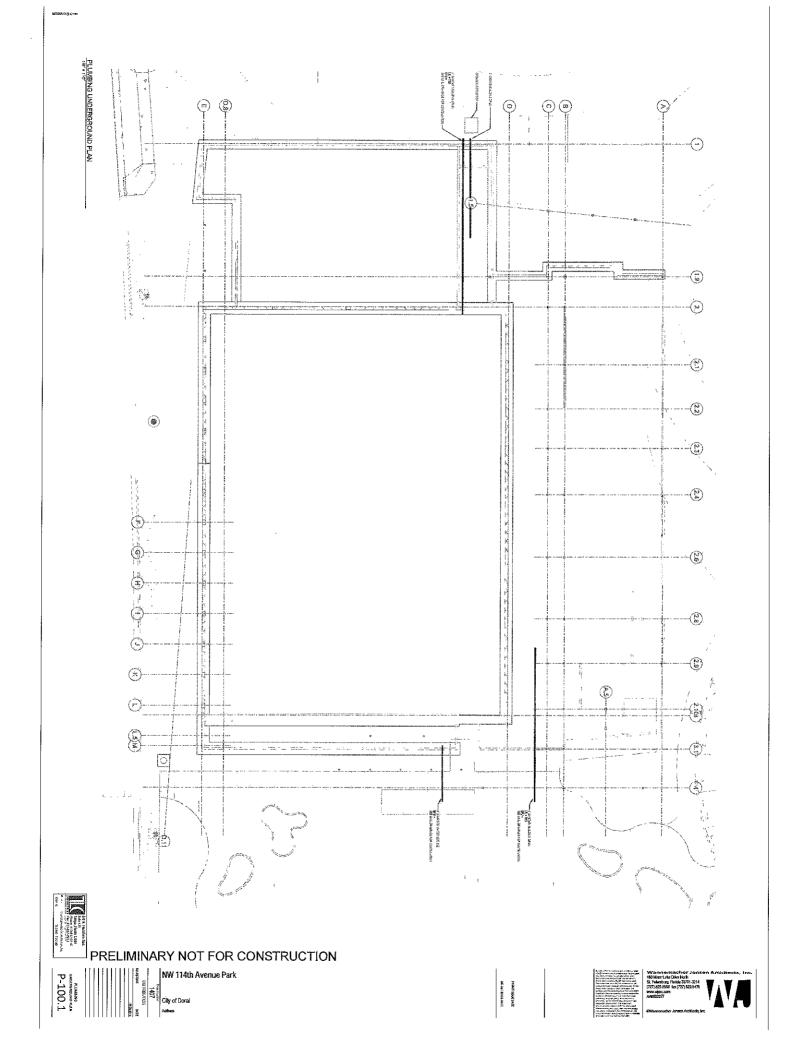


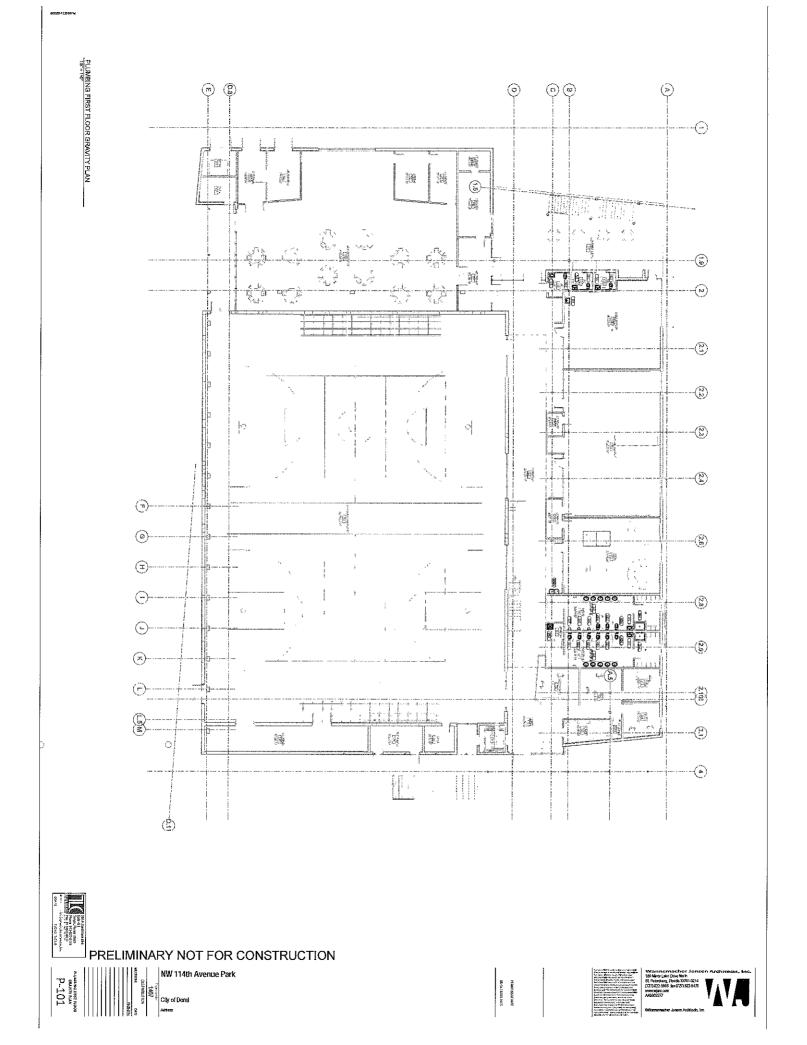


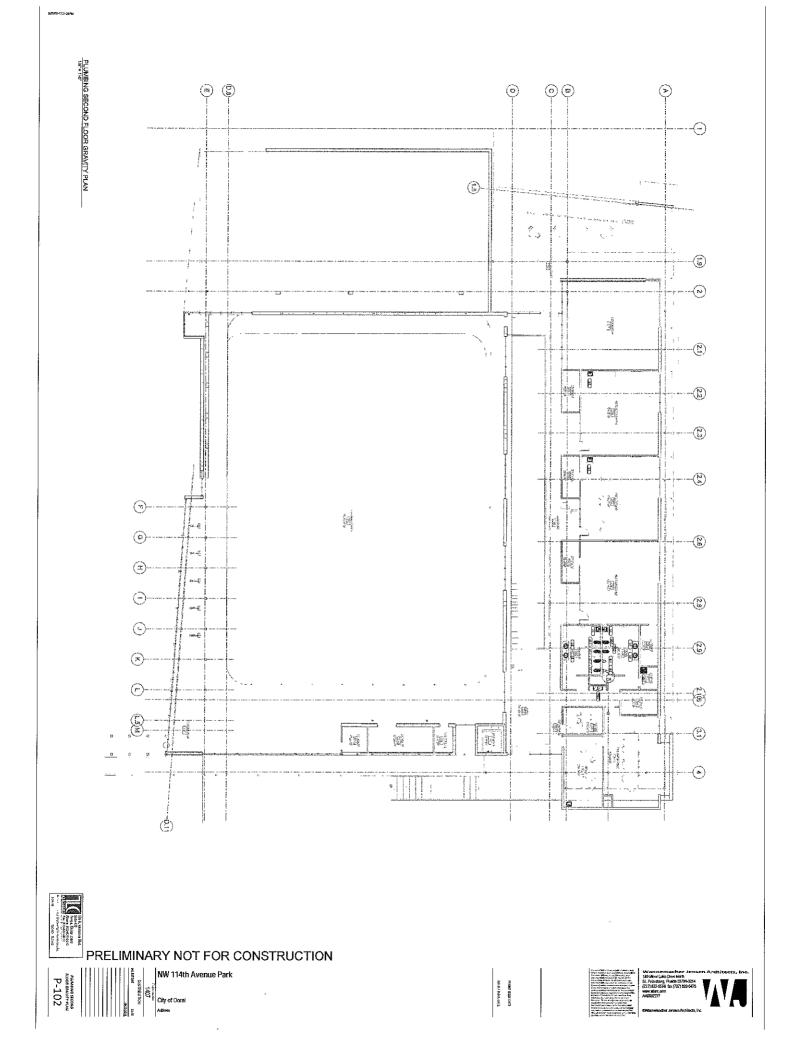
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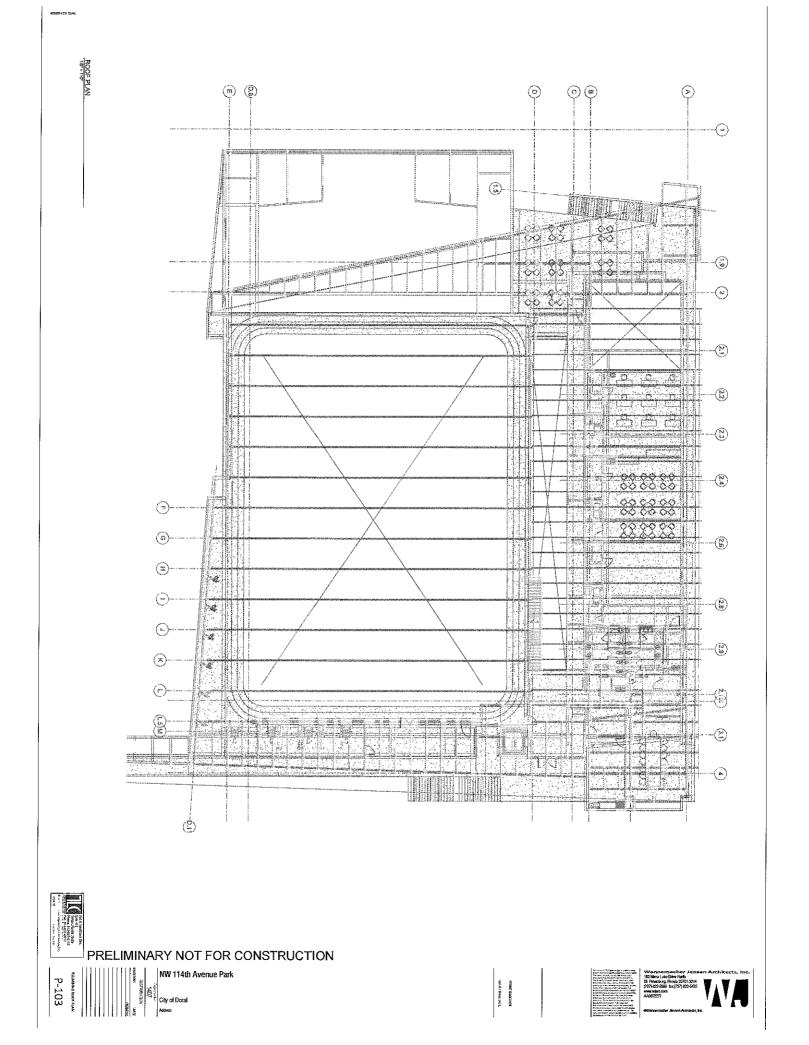


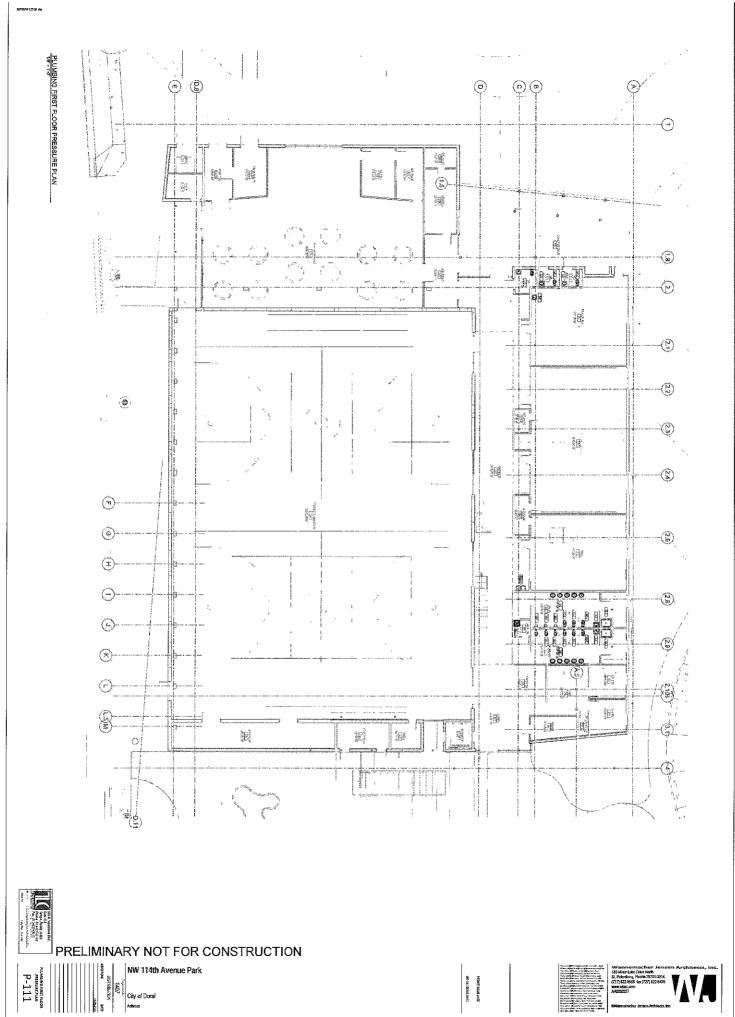












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PRELIMINARY NOT FOR CONSTRUCTION

NW 114th Avenue Park

Address

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INE MAINTAG TUKERTS KEPRESENTATIVE SIALL TEAN INSTALLERS.

SVENIT PROFOSED GROUT HIS DESIGNA FOR REVIEW PRIOR TO USE. NO MUNICIPE OR CITAEN POSITIVE DESCRIPTATION SHOLL UNCUGAY IDENTIFY NIX.

N JAMENT CHRENIUS SHALL BE PROVIDED AT THE SOTTON OF CELLS TO BE GROUT RILLE. IN EACH POOR THE EXCESS OF STREET SHADONT AFTER RESPECTION AND REFORE GROUTING, THE REAM SHALL BE TIED AT THE CLEMPOUTS MAD THE CLEMPOUTS SHALL BE SEALED.

CELLE COUTANION REPROPRIEMENT SHALL BE FALZO SOLIDLY WITH GROUT, SAMPLE AND TEST WHOU'T PER ASTA CIDE. VENTICAL NEWFORCEMENT SHALL BE HOLD IN PUSITION AT TOP AND BOTTOM AND AT MITERVALS NOT EXCESSION OF MALANE CAMERINA.

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JASCEST VINLE MARIQUAT COM BEARST ARE DESCRICT TO CARRY FLOOR GRANTY CARDS AND MUST THE CARSTRACTED TO SUPPORT THE CONTRETE FLOOR SLAB CONCURRENT WITH CONCRETE COLUMN COMBINATION.

NUBHITANETTEJ CONSTRUCTION SEGUBLOSS AND PROCEDURES PRIOR TO THE START OF JUNESPAY CONSTRUCTION. PROVIDE CONSTAL ANCHORS AT 16" C.C., UNLESS NOTED VIALLS ABUT CONCRETE SUBPACES.

REMECROMO SHALL BE CONTINUOUS THROUGH FOR SEAMS ANTH AMINUME LAP SPICES OF 48 NEW DAVISTRIAL AND IDEAT IDAG AT COMMINS. BEAME WITH THE PREFIX THE BYALL BE OF CONCRETE, POURED AFTER THE MASOURY WALLS BELOWARE IN PLACE.

USE NETALLERH, MOSTAN DE SPECNS, UNITS TO CONFINECONDETE TO AREA PLOCHED, JA ACCONDANCE WITH ACISSA (BOUD NETAL ON FILE CAUTY CAPS ARE ATICHISETED).

ANSOMRY CHEMNOS LESS THAY "" FEET SHALL BE SAAWED WITH BTAY CONDRÈTE LIVÍELS WITH 20, NEMECHICAID SHAS SOTTOM. ANGORAY CRESKS SHOW IN RET SHALL BE SHAWED WITH BY AT CONCRETE LIVES AND AND RESIDENCED MARS FOR AND DOTTOM FROETRAL AUGUSTA CHASTA MEET CHAIT BE SANNES AUTHUAS CONCRETE

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COME REQUIREMENTS FOR MASCHEY FORULTHARS AND BOILDON, MASCHE BYING HOS
SPECIFICATION FOR MASCHEY STRUCTIVES; LATEST SOMEON.

PRIMITE HOCKED OCNELS IN FOLKRITIONS FOR VERTICAL REINFORCING ABOYE. LIV SPLICES TO SE 44 BUS DIMEDIERS COMO. KOCK CELLE BAAL: BE GROUT FILLED NYTH VERTICAL REINFORCING SARS AT COPRIERS VIERBECTICHT, EACH SIDE OF OPENHOS AND AS SHOWN ON THE DRAWBROS.

alazdery such be laid in brokking bong pattern valeds noted otherwise. At Paled Cells vay onts with full bed joints ardand cells. AMER E GALE GALUNAITZOHORIZENTA, LIGHT REIDTOREHA (DIRGOANLL OR MEER APPROVED SUSSITUTIONALT MATERNATZ BLOCK GOURERS. LAGGER TYPE I ONABBURBUYATA REVOIDED FALD CRALA, PROVIDE PRETARIOATED TEET OR MER ZEOTIZAZIAT VANLE NTANZBOTYONE,

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UELLS TO DE GROUT FLLED SHALL HAVE VERTICAL ALCHMEST SUFFICIENT TO MONTAL 6 DEAM, UNDOSTRUCTED, CONTINUOUS VERTICAL GROUT SPACE.

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APPLY TREPRODUCTOS TEST, SYMETHINE CALCULATING THE TRACHESS OF PREPRODUCTOR OF COMPANIED THE ACTUAL MEMBERS (SEE TO THE MEMBERS SEE USED) IN THE DESIGNATED U.I. AN INCOLAND ADJUSTING APPROPRIATELY.

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NAL PRIERRATEN GEGENE WEIDS SHALL BE MANECTED BY UNTWACKONG TESTING. TARATTANYA PREPERTA OF THE WASTOS SHALL BE MANECTED BY BANCOM UNLESS HUTEN OTHERWISEL SEE AMOUNTAKTONS FOR ADDITIONAL MECLANISMUM.

PROVIDE PILLET MENDS AT CONTACT PROVIDE RETIMENT SEGIE, MEMBERS SUFFICISATION CONCLUS THE ALLOWANGE FRANCE STREAGHT OF THE SANALER MEMBERS AT THE JURN WALKES BUTALLED CHIMANISES. THE DAMANINGS. THE MINIMAN PLET MEDICAL SIGN UNIQUE OTHERWISE HOTES.

фёрд stud correctors били ведависатер алд изганер и эвссевахсе игр Аму она "Углистирал Wellow Cost", австра 7 - атий мулома.

STUDS SMALL BETTYPE'S', HEADED STUDS HAMING A MAINCH TENSLE STRENGTH OF 65,000 PH, JANG STALL, 85 OF LENGTH AND DIAMETER SHOWN OR STRUCTURAL GRAMMAS

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PERION. and production with a control of the MATERIAL SPACE CONFORM TO THE FO

USE NETAL LATAL MORTAR OR SPECIAL UNITS TO CONFREE CONTRETE AND GROUT TO ASS AS REQUINED.

WELVING ELECTRODES (SAL), HE PER ANN D.L. RETURN FILLET WEIDS FOR FRANKE CONSECTIONS (AT AT SACR SEL). SOLZS SIGKLI BEHKAI-GTRESOTH, BEHCAIO TYPE, TICHTEN BY AN AUG ADPIKOVÁ METHOD. HELO CONNEUTENA ANALO BE IMADE VITY BY EOLTS, EXCEPT AS MOTED OTHERWISE.

ESIGNE BANK COMMETINATE TO DROUGH PIER PLACTEME SHOWN. IF NOT SHOWN, SESSION CLAMPETING TO DROUGH OF BEACH TRANS AND TO THE MANUTUM MALLOWING SUPPORT THE RESET WAS AND ALTERNACE INTO CHAIL AND THE FOR THE CONTEST FOR HER WAS IN ALTERNACE INTO CHAIL HAVE THE FOR THE CONTEST CHAILD SHOW, WHICH AND THE PROPERTY OF THE CONTEST CHAILE WHILE FOR THE CONTEST CHAILD SHOW, WHICH AND THE PROPERTY CHAILS WHILE FOR THE CONTEST CHAILD SHOW, WHICH CHAIL CHAIL THE PROPERTY CHAILS WHILE FOR THE CONTEST CHAILD SHOWN CHAILD SHOW THE PROPERTY CHAIL THE PROPERTY CHAILS WHITE FOR THE CONTEST CHAILD SHOW THE PROPERTY CHAIL THE

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CALCULATIONS AND SHOP DHAWRIOS FOR STREET LIBRAL DTRE. COMMECTIONS SHALL HE SUBMITTED TOR AFFOLKAL PRICER TO FARYLATION AND SHALL BE SIGNED AND SEALED BY AN ENGINEEZ REGISTERS IN THE STATE IN WHICH THE PROJECT RESISTERS.

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SCE MAD ENVIRONDED TO CONDUCTOR IL COMPOSITE SIARES SHALL COMPLYMING THE RECOMMENDATE OF MADES AND MOMENTED TO CONDUCTION SHALL SHA THE CHANGER OF STREE, NEWGONS SWALL BE VEHICHED IN THE SHOP WITE THE FELD WHICH MO CHANGER IS INDICATED. TURN THE WEND BY HATUMAL CHANGES UP.

> ALL STREEL COSTS GREATER PHAY FORTY FEET IN LENGTH RECURSE REARCHAY OF DOLTED BROWNING TO SERV PLACE PRICE TO SEACHERING OF HICKST LINES, GAILIOU WHERE JUSTS SUPPORT AND KABLE PRATTICES. ALL JUSTS SHALL BE BLED FO PROVIDE A NAVARBALL TO RELECTION AT THE CENTER OF THE SPAN ARP AT THE LOCATION OF THE STORIES PARTITION.

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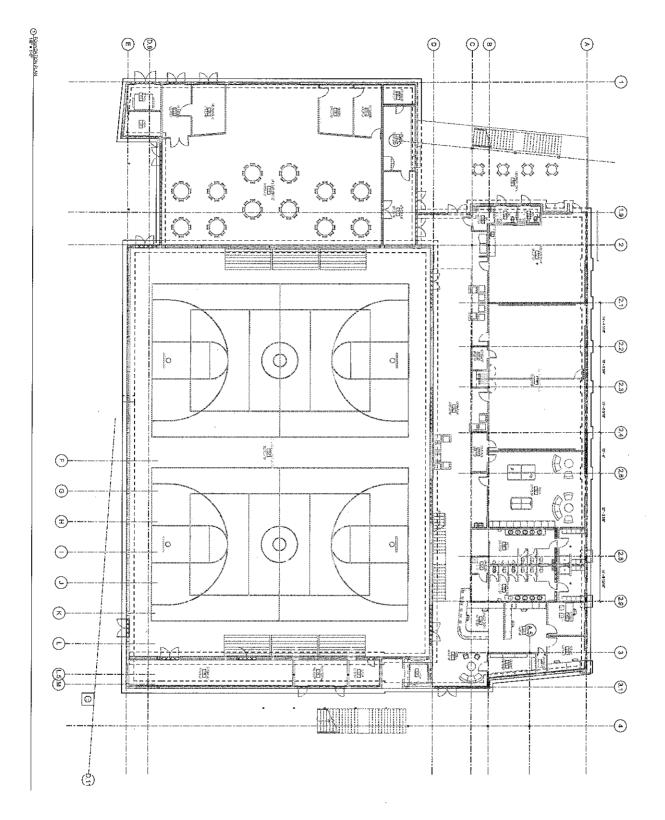
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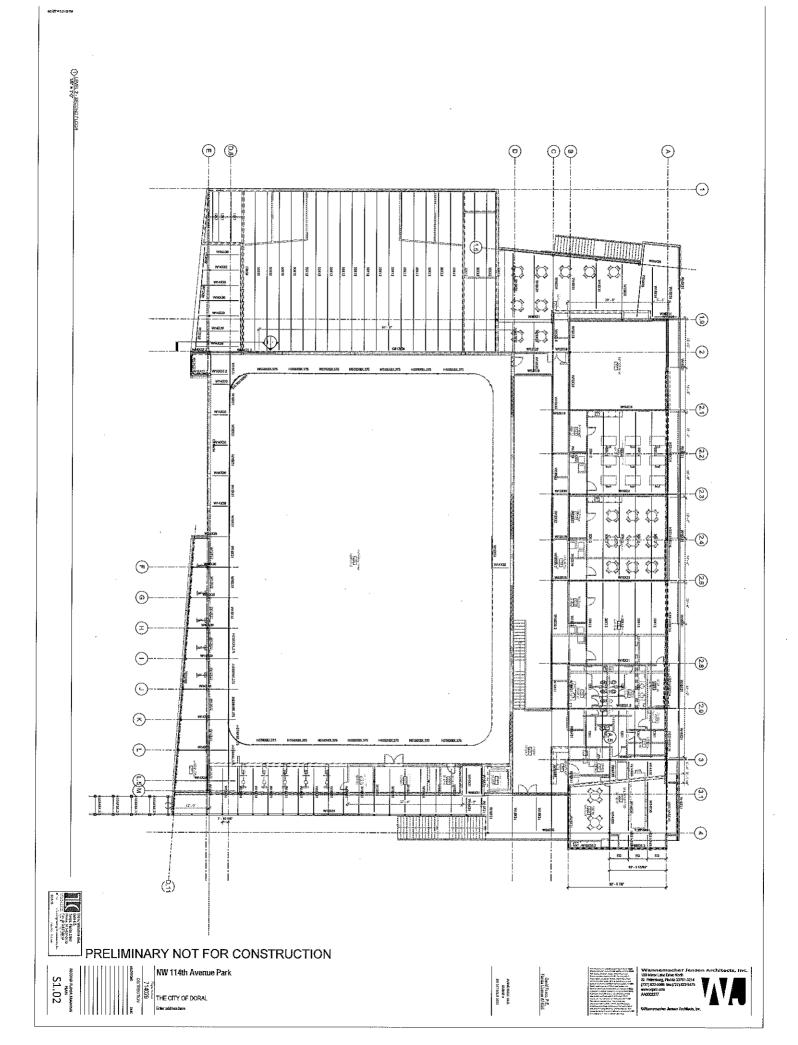


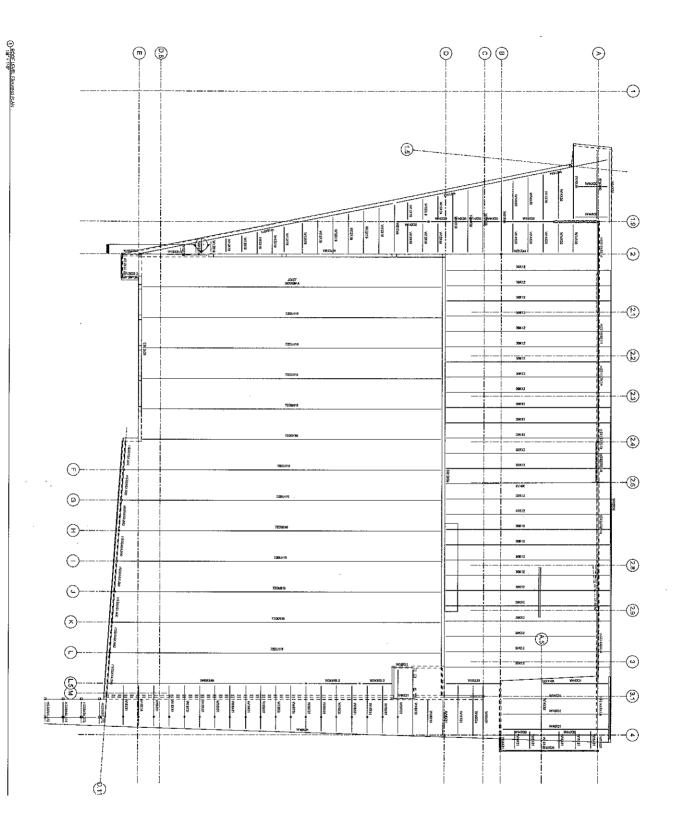


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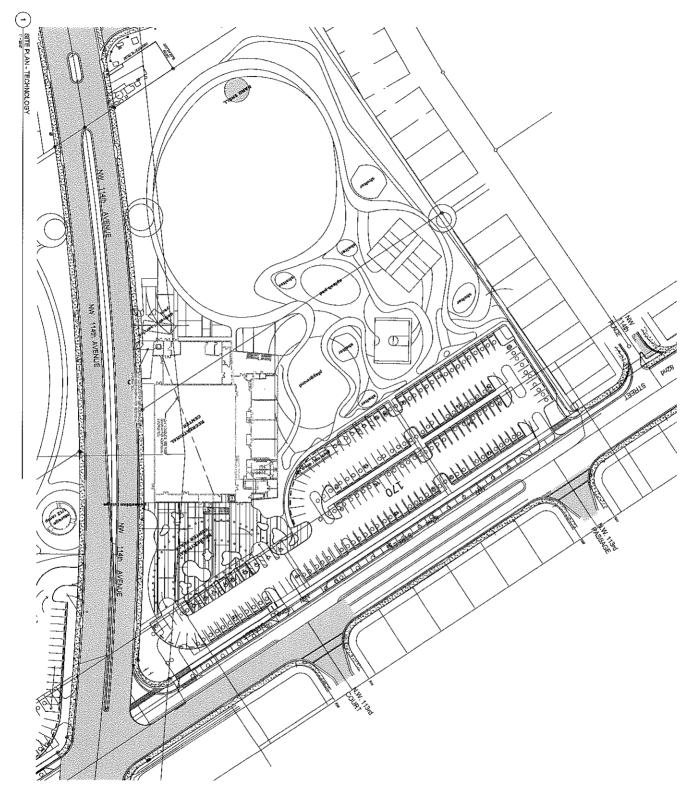


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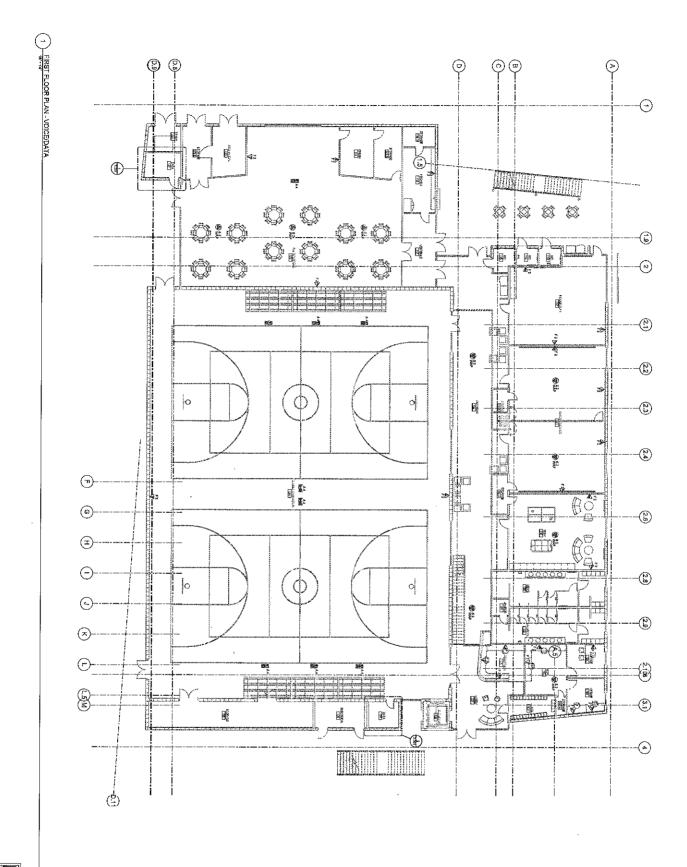




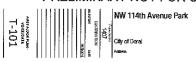
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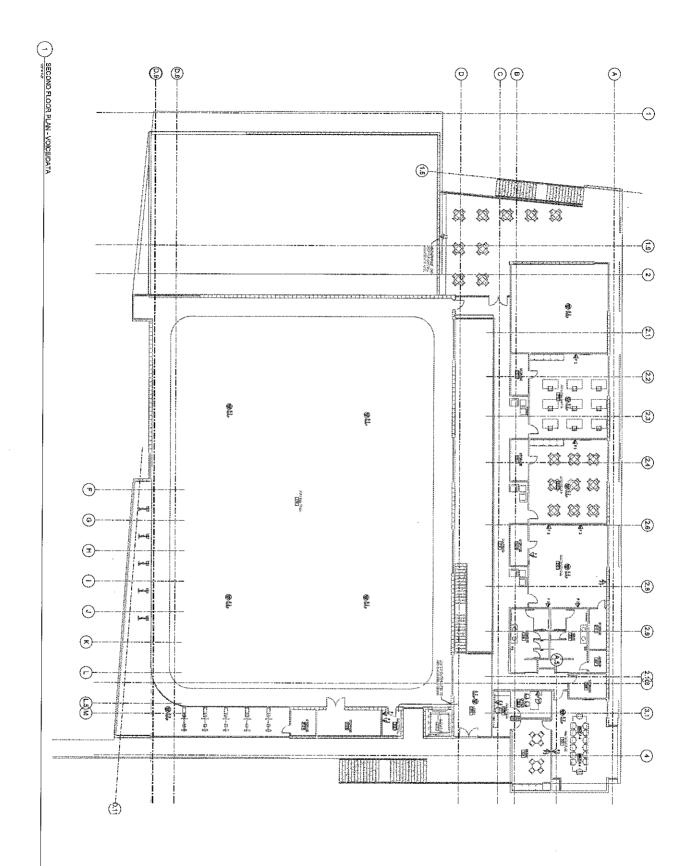












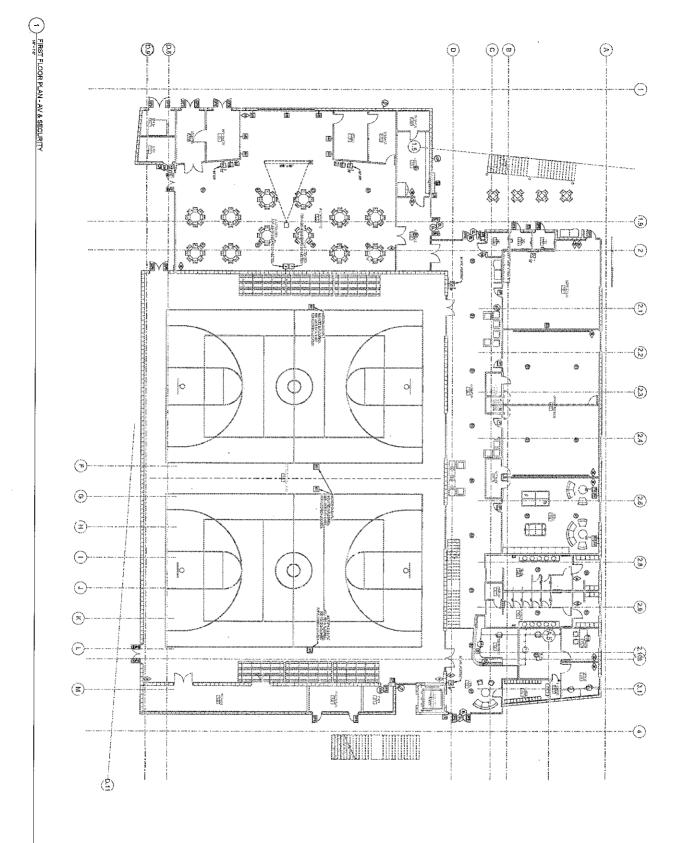


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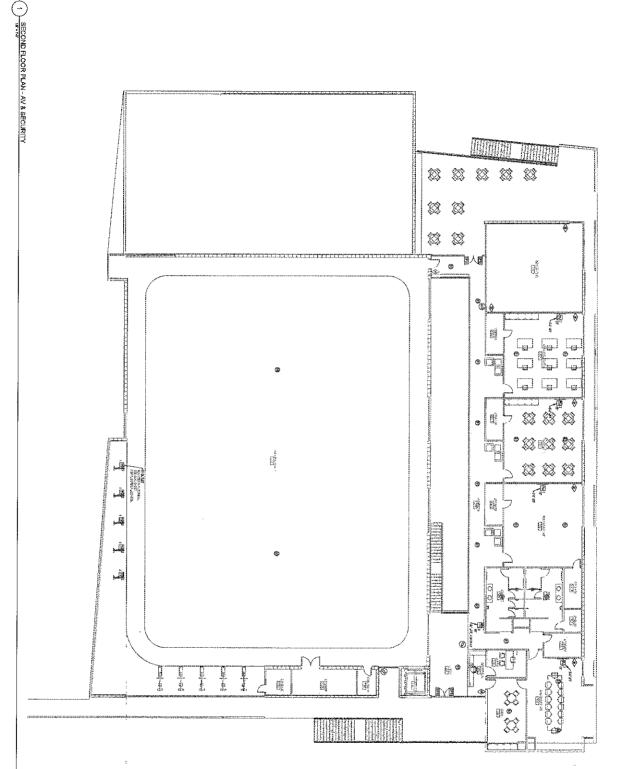


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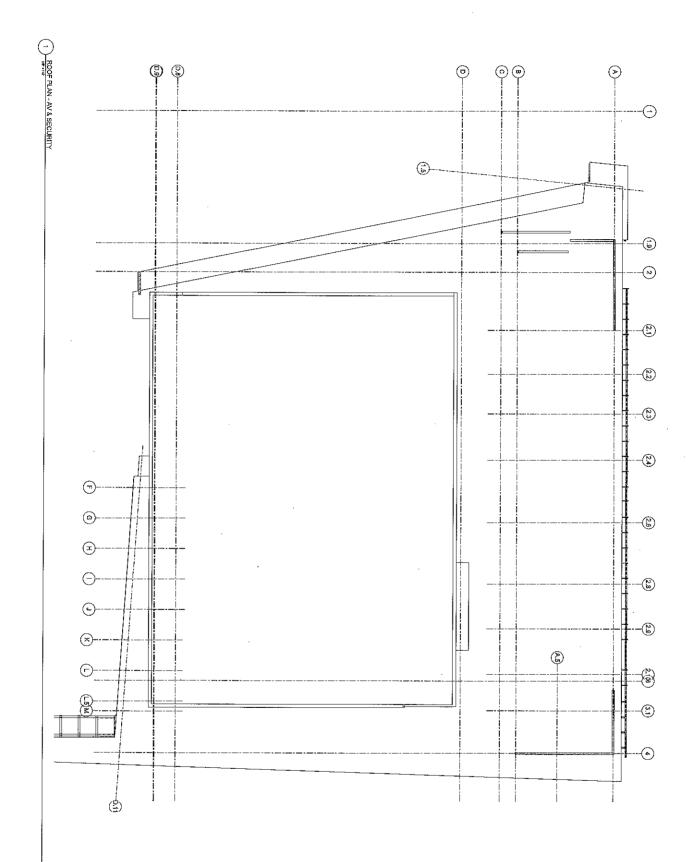
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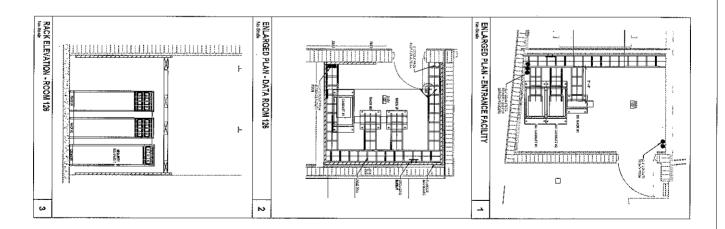








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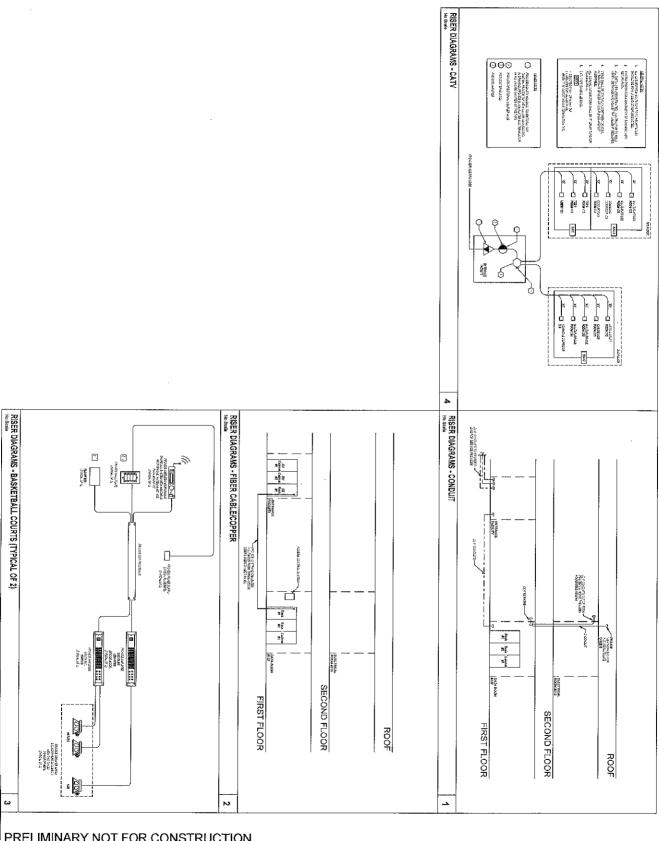




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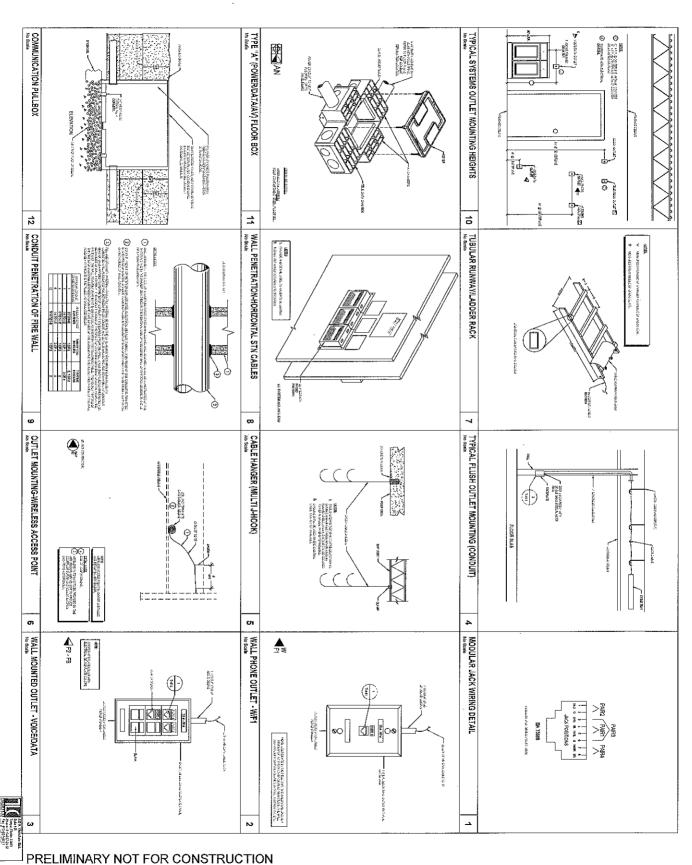


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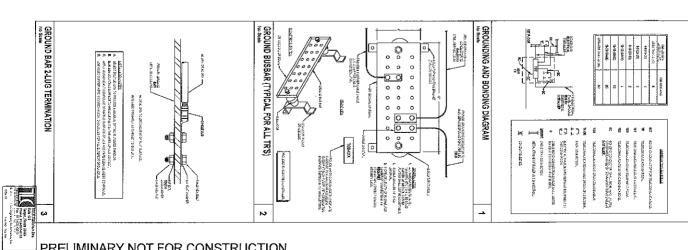






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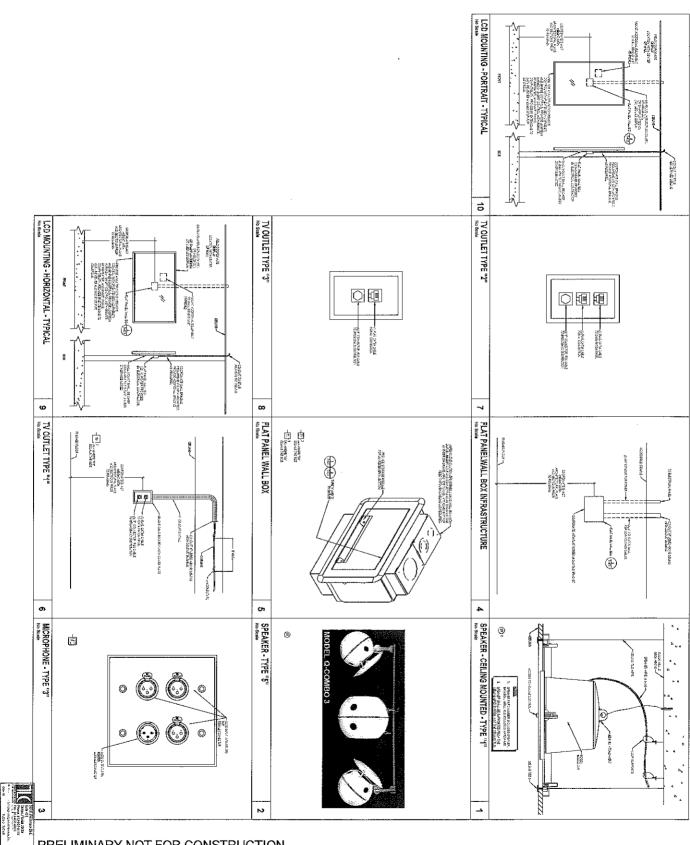




NW 114th Avenue Park





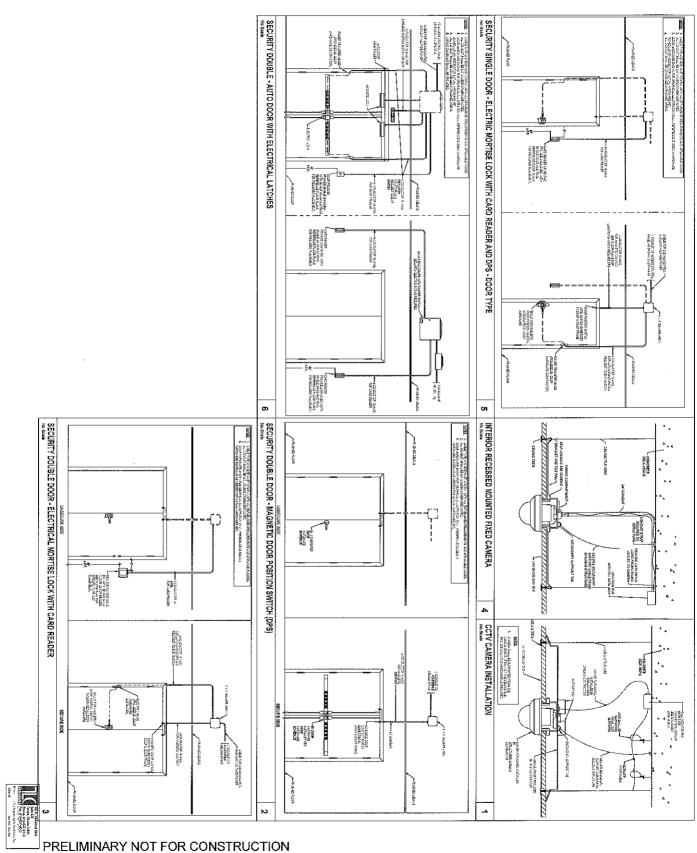


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City of Doral

Address T-431





<u>Exhibit "B"</u> Biltmore Construction Bid Proposal

Exhibit "B"

Biltmore Construction Bid Proposal



October 21, 2014

Mr. Edward A. Rojas, City Manager City of Doral 8401 NW 53rd Terrace Doral, Florida 33166

RE: RFP #2014-26 – Construction Manager at-Risk Firm to Provide Preconstruction and Construction Services via a Guaranteed Maximum Price Amendment for the NW 114th Avenue Park

Dear Mr. Rojas and Selection Committee Members:

Your new City Park and Recreation Center will provide a "destination" venue for your citizen's and visitors alike. Providing the public with safe, beautiful parks and recreational areas adds to a better quality of life and will further showcase the City of Doral.

Biltmore is excited to submit our qualifications that includes multiple projects containing all the elements that will be found in your new park. We just completed the new Water Works Park at Riverwalk for the City of Tampa that includes amphitheaters, pavilions, walking and bike paths, splash pad, and event areas. We also completed a new Student Recreation Center for the University of South Florida that includes several basketball courts; fitness training areas; aerobics classrooms; as well as an elevated indoor track. These two venues combined with the Eckerd College Athletics Complex that feature both natural and artificial turf soccer fields, basket ball courts, tennis courts, sandy volleyball courts, covered event pavilion, and associated amenities meet all requirements for your new park. Biltmore also completed an expansion to the City of St. Petersburg's North Shore Aquatic Center with your selected architect, Wannamacher Jensen Architects, bringing an established working relationship.

Working throughout the South Florida area, we bring a working knowledge of local codes, requirements and an established subcontractor base. Our recent area South Florida projects include the new five-story Miami-Dade Main Health Department and their new 7-story parking garage, as well a major signature projects for Florida International University, and Florida Department of Health.

We fully understand your proposed scope of work and commit to deliver your project in a timely matter. We welcome your review of our qualifications and look forward to the opportunity to personally present our qualifications and contribute to the continued growth, and life-style enhancements of City of Doral.

The following persons are authorized to make representations on behalf of Biltmore:

Edward A. Parker, Jr., President William Parker, EVP/Secretary Treasurer Richard Parker, EVP

Travis Parker, Vice President Jeff Parker, Vice President Vito DiRuggiero, Vice Present

All authorized persons listed may be reached at the address and phone number below.

Very truly yours,

BILTMORE CONSTRUCTION CO., INC.

Edward A. Pakker, Jr., PE

President



Submitted by:
Biltmore Construction Co., Inc.
1055 Ponce de Leon Boulevard
Belleair, Florida 33756
727.585.2084

Travis Parker, LEED AP, Vice President tparker@biltmoreconstruction.com

for

RFP #2014-36
Construction Manager At-Risk to Provide Preconstruction Services via a Guaranteed Maximum Price (Guaranteed Maximum Price) Amendment for the NW 14th Avenue Park



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Statement Submittal Form Solicitation Response Form (Attached to Pkg. Exterior per instructions) Certification of Solicitation Requirements Contact Information Worksheet (Attached to Pkg. Exterior per instructions) Proposer Qualification Statement **Business Entity Affidavit** Non-Collusion Affidavit No Contingency Affidavit ADA Disability Nondiscrimination Statement Equal Employment Opportunity Certification Public Entity Crimes Statement Drug-Free Workplace Program Anti-Kickback Affidavit Cone of Silence Certification Proposer's Certification RFP Signature Certificate of Authority Tie Submittal Form



- Firm Background

1. Founded in 1954, Biltmore has been providing construction services throughout the State and South Florida area. Biltmore is a privately-held Florida corporation and has operated continuously under the same family ownership/management for the past 60 years with a current full-time staff of 50 professionals. We consistently deliver our projects within schedule and within or under budget. It is our philosophy that a Construction Manager is a "Partner" with our client, the architect/design team, and our Project Team, fully embracing the intent of the CM process.

Working as a complete Team, we monitor and contribute recommendations during the development of the schematic construction documents and continually evaluate, review, and make recommendations that directly affect the cost, schedule, and quality, while evaluating potential LEED credit levels as well as their costs and alternatives to assure certification goals. Our ability to successfully deliver projects to municipal and public clients is documented in Section G. Our Corporate Certificate and General Contractor's License follow:

State of Florida Department of State

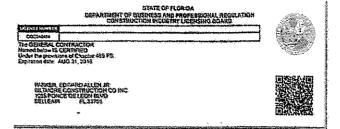
I certify from the records of this office that HR.TMORE CONSTRUCTION CO., INC. is a corporation organized under the laws of the State of Florida, filed on June 18, 1954.

The document number of this corporation is 179213.

I further certify that said corporation is a paid all fees due this office through December 31, 2014, that its most recent annual report uniform buriness repor was filed on Lamany 9, 2014, and its status is active.

I further centify that said compension has not filed Articles of Dissolution.





- 2. Biltmore does not have any other business affiliations or joint ventures.
- 3. Biltmore's primary clients include private and public clients such as the Florida Department of Health; Florida Department of Juvenile Justice: Florida Department of Management Services: Universities; Colleges; and municipal clients.
- 4. Biltmore has not ever been sanctioned, fined, or had any other legal or license related action taken against it.
- 5. Memberships in Professional Organizations

American Society of Civil Engineers American Society for Healthcare Engineering (ASHE) American Institute of Certified Public Accountants (AICPA)

American Association of Construction Estimators (AACE)

Area Agency on Aging Board of Directors Associated General Contractors of America -Greater FL Chapter (AGC)

Multiple Chambers of Commerce State-wide City of Clearwater Community Development Board Construction Owners Assn. of America (COAA) Construction Financial Managers Association (CFMA)

Florida Association of Plumbing-Gas-Mechanical Inspectors, Inc.

Florida Educational Facilities Planners Association (F International Council of Shopping Center (ICSC) International Erosion Control Association International Risk Management Association Martin County Economic Development Council Stuart/Martin County Chamber of Commerce Salvation Army Board of Directors Society for Marketing Professional Services (SMPS) Precast/Prestressed Concrete Institute City of St. Petersburg Downtown Partnership U.S. Green Building Council & Local Chapter



D - Team Experience

 Indicate firm's number of years of experience in providing CMR Services or D/B services for projects of the same size & complexity as required by RFQ.

Biltmore has provided construction services for the past 60 years, with an emphasis providing CMR and Design/Build Services for the past 35 years. Over 80% of our projects are delivered via CMR.

 Ability to provide multi-disciplinary management in areas of facility assessment, scope definition/validation, planning, public engagement, cost estimating, scheduling, QC and assurance plan, building code review/inspection, design, construction, closeout, and warranty services.

Working as a complete Team, we monitor and contribute recommendations during the development of the construction documents and continually evaluate, review, and make recommendations that directly affect the cost, schedule, and quality, while evaluating potential LEED credit levels as well as their costs and alternatives to assure certification goals.

PRECONSTRUCTION: We believe that control of the project budget transcends estimating: it is an active process to realistically control the budget and program from the project onset. It is a continuing process throughout all project phases to achieve several goals:

1) assure the design is contained within budget limits; 2) assure there is a balance between the various building components relative to the program; 3) provide the City with timely budget status reports to assist decision making; 4) provide the most economically feasible design to meet the needs of your users without compromising quality.

During conceptual design, an estimate of projected cost is compiled at each submittal phase based on the current design documents. We use historical cost elemental data, unit prices from the local subcontractor and supplier base as well as validation by conceptual subcontractor quotes.

As design progresses, the Team re-estimates the project using the same report format to enable us to perform an accurate side-by-side comparison. This comparison is performed jointly with the Architect to address any differences and analyze why the

estimate differs (increase or decrease), based on assumptions made, if any, enabling the Team to incorporate any design adjustments at that stage.

CONSTRUCTION PHASE: As the project moves into construction, the Project Manager is responsible for procurement and buy-out approach to achieve the best value using the following procedures:

- Document Reviews: Develop clear, concise "Bid Packages" and coordinated Scopes of Work defining responsibilities for each package to assure there are no omissions/duplications to enable the prospective bidders to reduce contingencies. Scopes also include items of work that our past experiences deem necessary, even if not shown on the drawings or specifications.
- Local Participation: Pursue local qualified subcontractors/suppliers.
- Pre-Bid Meetings: Conduct Pre-Bid Meetings with subcontractors, to answer questions and provide clarifications to reduce bid assumptions resulting in more accurate bids and prevent change orders.
- Post-Bid Interviews: Conduct interviews with responsive bidders to confirm their proposals include the entire Scope of Work
- Negotiation and Award: Following review of the successful bidder's estimate for scope content, we initiate negotiations by addressing line items that are not consistent with other subcontractors and our own bid estimates. Once our Team is satisfied with the successful bidder's estimate and bid scope, we recommend the contract award.

VALUE ENGINEERING (VE): As systems and finishes are defined during the design phase, our Estimators and Project Manager conduct a thorough VE review to identify viable alternatives without compromising quality. Our Team reviews proposed materials and systems are reviewed with the question "Is this the best method and system?" Possible recommendations are submitted for review by the City and Architect prior to proceeding with comprehensive analysis. Approved items that maintain both the quality and design intent are then analyzed and descriptions of alternates are incorporated into our bid packages and tabulated for review by the City. Periodic design review meetings with the design team will be initiated as often as necessary to review the status.





By communicating items that will be added to the construction documents that are not on the current documents, we are able to accurately convey this information to our trade contractors, which increases the accuracy of preliminary estimate.

Additionally, our Project Managers have completed the Army Corps of Engineers Quality Control and Quality Assurance Certification Program which advocates lifecycle costs as an integral component of value engineering vs. simply replacing quality materials with less costly materials. As the systems and finishes are defined during the design progression, our Team works with the architect to review and identify viable alternatives without compromising quality with an emphasis on life-cycle costs.

Constructability Review: As your CM, one of the activities we perform during preconstruction is the

constructability review. This process continues throughout construction covering all aspects of the project. Using an overlay system, our VP of Operations, Estimators, and Project Manager conduct a thorough review of the construction documents to evaluate constructability and determine if any design conflicts, omissions, or duplications exist. When any questions arise, we prepare "Requests for Information" to assure the construction documents are clear and specific so everyone has a clear understanding of the scope of work. We also involve subcontractors and/or manufacturers during preconstruction. This involvement increases knowledge by gaining a superior understanding the entire project, the goals of the project team, what is to be accomplished; the level of quality expected which reduces the level of "perceived" risk. When the perceived risk is eliminated, the end result is reduced cost, higher quality, and an accelerated construction schedule.

3. List all successfully completed projects comparable in design, scope, size and complexity, within the past 5 years. Describe scope of each project in physical terms and by cost, describe the respondent's responsibilities, and provide name and contact telephone number of an individual in a position of responsibility who can attest to respondent's activities in relation to the project.

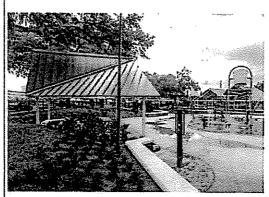
Water Works Park at Riverwalk City of Tampa, FL

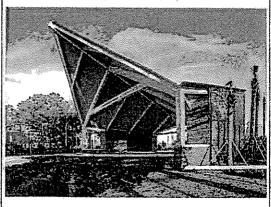
Total: \$7,400,000 Completion: 08/14

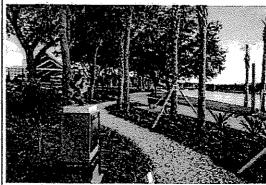
Contact:
James Jackson,
Planning/Design Mgr.
813.274.8773
james.jackson
@tampagov.net

Design/Build Services

New 5-acre river-front municipal park featuring amphitheater and performance pavilion; picnic areas with shelters; playground with rope climb designed as ship's rigging; splash pad with large, timed water bucket that empties at two minute intervals; event stage and event lawn area; restrooms; boat dock with slips; walking and bike paths; dog park; pedestrian bridge; restoration the existing natural Ulele Spring; and Brownfield site remediation.







Student Recreation Center University of South Florida

Total: \$11,840,000 Completion: 07/11

Contact: Eric Hunter, Dir.

of Recreation

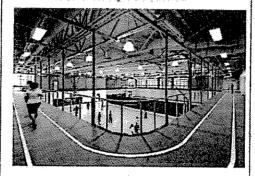
813.974.2135

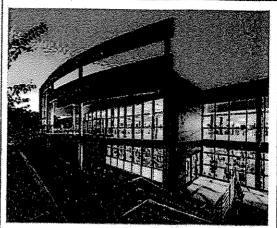
ehunter@admin.usf.edu

Design/Build Services

LEED Pending

Totaling 73,000 GSF, the 35,000 SF addition and 38,000 SF renovation houses a 2-story recreation and athletic training facility with suspended indoor track; intramural basketball courts; elevated exercise & fitness decks for weight and strength training; aerobics and cardiovascular training, classrooms, retail area, with "wifi" throughout. The new addition houses a 14,000 GSF commercial food services and café, administration offices, and a multiuse/dining and event area. Extensive site work and utility relocation.







Turley Athletic Complex and South Beach Recreation Area at Eckerd College

Total: \$5,200,000 Completion: 08/11

Contact:

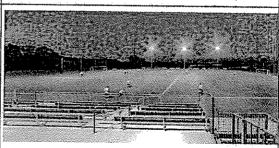
Bill McKenna, Dir. of Facilities & Construction 727. 867.5211

CM-at-Risk Services

The Turley Athletic Complex features lighted baseball and softball diamonds, a practice infield, soccer field, grandstand, tennis courts, two full-length asphalt basketball courts, and sports facility housing locker rooms, athletic training facilities, and snack bar. The 14-acre athletic fields include 1 artificial turf soccer field; 1 natural turf soccer field; 3 NCAA Tennis Courts with electronic scoreboards; bleachers, storage building; lighting; related site and infrastructure,

2 sand-volleyball courts, outdoor pavilion, full size intramural athletic fields, and 100-yard white sand beach on Boca Ciega Bay; sidewalks and area landscaping.









North Shore Aquatics Complex Expansion City of St. Petersburg

Total: \$3,400,000 Completion: 2008

Contact:

Steve Ochsner, Facilities Design & Development 727.892.5195

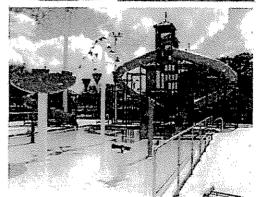
CM-at-Risk Services

Architect: Wannemacher Jensen Architects This expansion included three new building additions, a new 25-meter warm-up/training pool, a splash pool and renovations to the existing pool house. The 25-meter pool with zero depth entry also features a handicap accessible pool entry ramp; a new a zero-entry children's splash pool features water slides, bubbling jets, water bucket drop, and fountain features.

A new entry building houses waiting area, security, sculpture display, and ticket booth.

Scope included associates site work and landscaping.





GO Sports Pavilion Eckerd College

Total: \$1,500,000 Completion: 01/12

Contact:

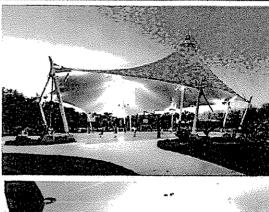
Bill McKenna, Dir. of Facilities & Construction 727, 867,5211

CM-at-Risk Services



The GO Pavilion features 14,000 GSF of tensile fabric structure to shield users from the intense Florida sun. The structure provides for 3 intramural-sized Basketball courts built to accommodate removable Tennis/Volley Ball netting. The specialized custom fabric structure is secured with hi-tension steel cables anchored by 55-foot deep/3-foot diameter drilled-shaft foundations to meet 140 MPH wind loads. The pavilion provides a protected venue to serve a variety of activities ranging from intramural sports and club sports, festivals and community events, campus social activities including evening galas and student organized concerts.

The project scope included all associated site work, infrastructure, and landscaping.







Treasure Island Central Beach Trail Treasure Island, FL

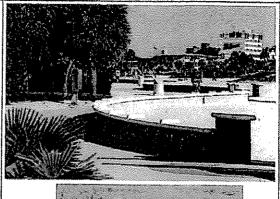
Total: \$1,600,000 Completion: 03/13

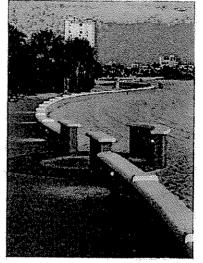
Contact:
Hal Bruce, Director
727. 547.4575 Ext. 257
hbruce@
mytreasureIsland.org

General Contractor

The new .85 mile, 12-ft wide Beach Trail. runs parallel to the shoreline behind the "Miracle Mile" of Treasure Island motels and resorts and meanders through Treasure Island's dune system. There are 17 beach access nodes along the path linked to street entrances along Gulf Boulevard. The trail is lit by turtlefriendly lamps every 20 feet encased in stainless steel embedded into the retaining wall. Running the full length of the trail, a 24.5-inch high sand retaining wall is capped with a bench top, which provides a nearly mile-long seating bench along the Gulf. Decorative nautical images are embedded into the tan and ruby-red concrete through a sandblasting technique.

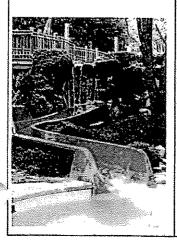
Project scope included demolition of existing aging linear-concrete trail; installation of showers and native landscaping,



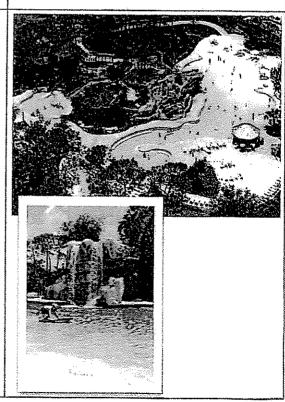


Loch Ness Recreation Complex at Innisbrook Golf & Spa Resort Palm Harbor, FL

Total: \$ 4,100,000 Completion: 1999



The Loch Ness Monster Recreation Complex offers two sand beach zerowater entry areas, a 15-foot waterfall. two 100-linear ft. water slides, and a separate plunge pool with bubbling jets and fountains. Comprised of three temperature-controlled serpentine pools, the 6,943 SF main pool surrounds a 33-foot main-made mountain featuring multiple waterfalls, water slides, and boardwalks through lush tropical landscaping to the mountain top. The separate 361 SF jacuzzi spa seats up to 36 people. A splash pool for children features jets, slides and zero entry. The complex includes 2,500 GSF in new structures including a covered pavilion, gazebo, food service for casual pool side dining, locker and restroom facilities, as well as water volleyball, and sunbathing areas.





List the firm's successfully completed projects comparable in design, scope, size and complexity, undertaken in the past five (5) years that achieved a USGBC LEED Silver certification for new construction or greater.

University of South Florida – Recreation Center	Completed: 08/11	LEED Silver*
Project Manager: Travis Parker, LEED AP	Total: \$11,840,000	*Pending
Eckerd College – James Center for Molecular and Life Sciences	Completed: 01/13	LEED Platinum*
Project Manager: Travis Parker, LEED AP	Total: \$30,000,000	*Pending
City of Seminole - Public Works Administration/EOC Building;	Completed: 07/10	LEED Gold &
Public Works Operations Building (One contract-2 bldgs.)	Total: \$5,775,000	LEED Platinum
Project Manager: Vito DiRuggiero, LEED AP	200	
Broward County - Environmental Protection Lab Building	Completed: 03/09	LEED Silver
Project Manager: Jeff Parker, LEED AP	Total: \$5,432,000	
St. Petersburg College - Student Services Building	Completed: 01/09	LEED Gold
Project Director: Travis Parker, LEED AP	Total: \$9,890,000	
The Elliott Museum - Stuart, Florida	Completed: 01/13	LEED Silver*
Project Manager: Bruce L. Schafer	Total: \$14,000,000	*Pending

- 5. List the firm's personnel that have achieved LEED Accreditation.
 - Travis Parker
- Jeff Parker
- Vito DuRuggiero

- Blake Shatto
- John O'Connor
- * Bonnie J. Beetle
- 6. Provide name(s) of the person within your organization who was most actively concerned with managing each project. (Included in #4 above)
- List and describe all legal claims against any member of the team alleging errors and/or amissions, or any breach of professional ethics, including those settled out of court, during in the past five (5) years.
 - Neither Biltmore Construction, nor any team member, has been involved or party to any legal claims regarding errors and/or omissions, or any breach of professional ethics, during the past five (5) years.
- 7. Describe the firm's experience in LEED certified projects and how this experience will be invaluable in navigating the City through the LEED certification process from design through construction and warranty period to achieve the certification it requires. In addition, describe sustainable materials, practices and building systems which the firm has successfully used in other LEED certified projects
 - In addition to our LEED projects listed above, Biltmore completed Library West at the University of Florida LEED Gold; and Eckerd College lota Complex LEED Certified, with the City of Clearwater's new multi-story Fire Station 45 and Administration Center (\$10 Million) nearing completion with LEED Silver anticipated.

Our Project Manager and Team is experienced working with independent commissioning firms and peer reviews during the design/construction phases of our projects to assure all potential LEED credits are properly documented for certification. As we completed our first LEED projects, Biltmore adopted and implemented the use of LEED processes for material recycling and disposal as a standard construction practice for our projects, whether the project is LEED driven or not. We have learned that following these LEED steps help in our material efficiency, are cost effective and saves in the overall project costs. These cost savings are then passed along to the owner/client.

While page number restrictions limit our ability to fully share all successful LEED systems, several examples include: Photovoltaic panels on both City of Seminole Public Works projects (earning LEED Gold and Platinum); Solar Water Heating Panels and solar thermal collectors for direct heating of hot water; Solar-powered LED Parking Lot/ Security/Exterior Lighting (which can easily be adapted to your project); Automatic interior lighting systems to turn off lights in unoccupied rooms; Low energy fluorescent and LED lighting; Florida-native and drought tolerant landscaping, reducing or eliminating irrigation systems; and recently at the Eckerd College Center for Molecular & Life Sciences Building (CMLS), a unique cooling system designed in collaboration with the City of St. Petersburg that uses reclaimed water from their nearby City reclamation plant, saving several thousands of gallons of potable water usage per day and eliminating the need for a cooling tower. The CMLS is anticipated to achieve LEED Platinum.



F - Project Manager's Experience

Provide a comprehensive summary of experience and qualifications of the individual selected to serve as the Project Manager. This individual must have a minimum of five years' experience in the management of construction projects, participated on a LEED certified project and possess extensive knowledge in the management of construction projects, value engineering, working in a team environment, is well versed in project schedules and budgeting. Furthermore, this individual should have served as Project Manager on projects having the same size (i.e., construction budget of \$5 million or greater) and complexity, one of which is required to have achieved a USGBC LEED Silver certification as required by this RFP.



Travis Parker, LEED AP, Project Manager, was selected to lead your team based on his recent experience completing several similar projects which include all the elements contained in your new NW 114th Avenue Park: the new City of Tampa Water Works Park at Riverwalk ,the Recreation Center at the University of South Florida, and the Athletics Complex at Eckerd College. He has also completed several signature projects in the South Florida area from Miami to the Keys.

Travis brings over 18 years experience, 14 with Biltmore Construction completing projects ranging to over \$32 million, completing three LEED projects. As both a Project Manager and Vice President, he will oversee and direct the activities of the entire team and work closely with the Team throughout the design process and in developing the GMP. He is

responsible for schedules, phasing plans, budgets, and facilitating communication with all parties as needed from the design phase through the warranty period. As a LEED AP, he will also assist the Team in achieving your LEED Silver goal and assure all LEED credits are reviewed and documented.

Credentials:

BA Urban Geography University of South
Florida
AA Architecture St. Petersburg College
Certified General Contractor
State of Florida
LEED Accredited
Professional
OSHA 30-Hour Training
Certification

Professional Memberships: Associated General Contractors U. S. Green Building Council (USGBC) Florida Gulf Coast Chapter of USGBC Precast/Prestressed Concrete Institute Tampa Bay Watch

- City of Tampa Water Works Park at Riverwalk \$7.4 Million
- University of South Florida Student Recreation Center \$11.9 Million (LEED Silver Pending)
- Eckerd College Turley Athletic Complex \$ 5.0 Million
- Eckerd College Center for Molecular & Life Sciences \$30 Million (LEED Platinum Pending)
- Eckerd College GO Sports Pavilion/Basket Ball Courts \$1.5 Million
- Town of Cutler Bay -o Saga Bay and Bel Aire Ball Parks \$1.1 Million
- Lauderdale Lakes Community Center and Webb Park \$1.2 Million
- Florida International University School of Architecture Complex \$13 Million
- Eckerd College Iota Complex \$12.9 Million (LEED Certified)
- City of Marathon Joint-Use Fire Station and EOC Center \$5.9 Million
- Islamorada Municipal and Public Safety Complex \$ 4.7 Million
- Florida Atlantic University Student Center \$7.8
- St. Petersburg College Student Services Building \$9.8 Million (LEED Gold Certified)
- Monroe County Joint-Use Sheriff's Facility/EOC \$12 Million
- Keys Energy Distribution Administration Building 6-\$6 Million





G = Similar Projects

Provide a list of a minimum of five (5) projects which demonstrate the Team's experience in providing the services two of which are required to have achieved a USGBC LEED Silver certification as required under this RFP and in the scope of services for this project.

Water Works Park at Riverwalk

Total: \$7,400,000 Completion: 08/14

Owner:

City of Tampa

100 E.Jackson St., 4N, Tampa, FL 33602

James Jackson, Planning Mgr.

813.274.8773

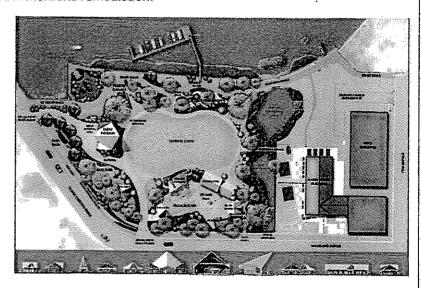
james.jackson@tampagov.net

Architect:

Rowe Architects Incorporated 100 East Madison Street, #200 Tampa, FL 33602 Rick Rowe, AIA \$13.221.8771 Ext. 109 r.rowe@rowearchitects.com

Design/Build Services

New 5-acre river-front municipal park featuring amphitheater and performance pavilion; picnic areas with shelters; playground with rope climb designed as ship's rigging; splash pad with large, timed water bucket that empties at two minute intervals; event stage and event lawn area; restrooms; boat dock with slips; walking and bike paths; dog park; pedestrian bridge; restoration the existing natural Ulele Spring; and Brownfield site remediation.



Student Recreation Center

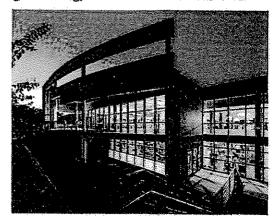
Total: \$11,840,000 Completion: 07/11

Owner: University of South Florida 4202 E. Fowler Ave., REC111 Tampa, Florida 33620 Eric Hunter, Dir. of Recreation P: 813.974.2135 ehunter@admin.usf

Architect:

Canerday, Belfsky + Arroyo St. Petersburg, Fl 33701 Leo Arroyo, AIA 72.823.0675 F: 727.895.3456 Leo@canerday.com Ranked 11th out of the top 20 Campus Recreation Centers in the U.S., and totaling 73,000 GSF, the 35,000 SF addition and 38,000 SF renovation houses a 2-story recreation and athletic training facility with suspended indoor track; intramural basketball courts; elevated exercise & fitness decks for weight and strength training; aerobics and cardiovascular

training rooms, classrooms, retail area, with "wifi" throughout. The new addition houses a 14,000 GSF commercial food services and café, administration offices, and a multi-use/dining and event area. Extensive site work and utility relocation.





Student Services Building

Total: \$9,890,000 Completion: 1/2009

Owner: St. Petersburg College

PO Box 13489

St. Petersburg , FL 33733 727.341.3226 F: 727.341.3377 James Pedicone, Director pedicone.james@spcollege.edu

Architect:

Canerday, Belfsky + Arroyo St. Petersburg, Fl 33701 Leo Arroyo, AIA 72.823.0675 F: 727.895.3456 Leo@canerday.com

Public Works Administration/EOC and Operations Buildings

Owner: City of Seminole 7464 Ridge Road, Seminole, FL 33772 Frank Edmunds, City Manger 727.391.0204 X 2201 Fedmunds@myseminole.com

Architect: Mason Blau & Associates 4625 East Bay Drive, Clearwater, FL Mike Mason, AIA, 727.530.0570 mmason@masonblau.com

Turley Athletic Complex and South Beach Recreation Area

Total: \$5,200,000 Completion: 08/11

Owner: Eckerd College 4200 54th Ave. S, St. Petersburg, FL Bill McKenna 727.867.5211 E-Mail: themvgroup@aol.com

Architect:

Canerday, Belfsky + Arroyo St. Petersburg, Fl 33701 Leo Arroyo, AIA 72.823.0675 F: 727.895.3456 Leo@canerday.com New 44,000 SF multi-story/multi-use space features two-story glass curtain wall and illuminated staircase, serving the students' living room on campus, allowing students to gather to collaborate and study, while having the flexibility to use the space to provide meeting/exhibit space for special events. The facility houses the Student Services Department, Security and I.D. offices, Bookstore/Retail Space, offices, meeting and

conference rooms, international Student Center & Art Gallery, and spaces for future growth. Scope included all site work, utility installation, an landscaping. SPC's first LEED Gold Certified Building.



Totaling over 23,000 SF, these 2 buildings are built to withstand a CAT 5 hurricane, Constructed to LEED standards, the Administration Building earned LEED Gold Certification with the Operations Facility earning LEED

Platinum Certification,

ThePW Administration/ EOC houses offices, conference space, EOCand Data Center. The Public Works Operations Building provides a nine vehicle bays and office space.



The Turley Athletic Complex features lighted baseball and softball diamonds, a practice infield, soccer field, grandstand, tennis courts, two full-length asphalt basketball courts, and sports facility housing locker rooms, athletic training facilities, and snack bar. The 14-acre athletic fields

include 1 artificial turf soccer field; 1 natural turf soccer field; 3 NCAA Tennis Courts with electronic scoreboards; bleachers, storage building; lighting; related site and infrastructure, 2 sand-volleyball courts, outdoor pavilion, full size intramural athletic fields, and 100-yard white sand beach on Boca Ciega

Bay; sidewalks and area landscaping.



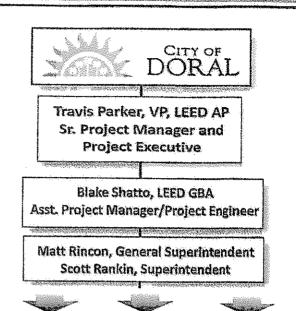




H - Personinal

1. Provide a summary organizational chart showing your team. Identify the primary contact/project manager and describe the roles of each key person. 2. Provide spreadsheet showing all key professionals directly responsible for services to City. Include the following information; title, years at your firm, years of experience with public entities, professional licenses and peer review evaluations.

Resumes may be found in "Appendix Tab".



TEAM TECHNICAL'S SUPPORT

Vito DiRuggiero Barry Cercone Project Add
Director of Preconstruction Estimating TB

ector of Preconstruction Estin Don Bannister Jonathan Project Accounting Safety

Barry Cercone
Estimating Project Administrator
TBD
Jonathan Jaramillo
Safety Director Professionals

Key Team Roles/Title	Years Exp./ Years with Firm	Licenses/Credentials
Travis Parker, LEED AP, VP Sr. Project Manager and Project Executive Peer Review: Excellent	18 Years / 14 Years	BA Urban Geography - University of South Florida AA Architecture - St. Petersburg College Certified General Contractor - State of Florida LEED Accredited Professional OSHA 30-Hour Training Certification
Blake Shatto, EIT, LEED GBA Asst. Project Manager / Project Engineer Peer Review: Excellent	6+ Years / 3-1/2 Years	Bachelor of Science of Civil Engineering – FSU - Cum Laude Engineer-in-Training Certification – Florida DPR Building Construction – Edison State College Certified General Contractor – State of Florida LEED Green Building Associate OSHA 10-Hour Training Certification
Matt Rincon, General Superintendent Peer Review: Excellent	37+ Years / 20 Years	Certified General Contractor - Florida OSHA 10 & 30-Hour Training Certification First-Aid & CPR Certified — American Red Cross Corps of Engineers Quality Assurance Training & Certification
Scott Rankin, Superintendent Peer Review: Excellent	27 Years / 17+ Years	AGC Superintendent Training Program OSHA 30-Hour Training Certification First-Aid & CPR Certified - American Red Cross
Barry Cercone, Sr. Estimator Peer Review: Excellent	3 Years	Bachelor of Science in Physics -University of Pittsburgh AA Architectural Technology - St. Petersburg College Certified General Contractor -State of Florida



- Risk Assessment Plan

All Consultants must submit a Risk-Assessment Plan. Limit two (2) pages front side of page only should be included within the RFQ response. The RAP should address • Potential project risks. (Areas that may cause the Contractor not to finish on time, not finish with budget, cause any change orders, or be a source of dissatisfaction with the owner); • Explanation of how the risks can be avoided/minimized' • Propose any options that could increase the value of this project; • Explain the benefits of the RAP. Address the quality and performance differences in terms of risk minimization that the City can understand and what benefits the option will provide to the user.

The reduction of risk is directly associated with the amount of time allowed prior to construction, to review, locate and identify areas that may need additional documentation and clarification to provide the clearest intent of the scope of work for all trade contractors on bid day. By having a clear picture of the work required by each trade, schedules can be put together in greater detail and costs can be provided more precisely, thereby greatly reducing the risks of schedule and cost overruns during construction. The ollowing graphic describes how the reduction of risk reduces as the project progresses through both preconstruction and construction phases. Throughout our 60 years in business, Biltmore has had great success on all counts for every project completed throughout the state, from Key West to Pensacola. This success is directly related to maintaining open communication and transparency with all team members.

As your Construction Manager, we will lead this process of integration and collaboration that harnesses the talents and insights of the City and all primary team members; the Architect, Engineers, and key subcontractors. Using this method of integration and collaboration, we can use the design time more effectively and significantly reduce risk associated with building systems, product availability and obsolescence, project costs, life-cycle costs, operational concerns, schedule and overall quality.

The collaborative blending and merging of shop drawings and manufacturer recommendations, installer input and the Owners staff including the maintenance supervisor has been another way we have integrated processes to save time and provide better communication, quality and accuracy for various building systems.

This method was used while constructing the new Water Works Park project for the City of Tampa. For this project. Biltmore, the City of Tampa and Design Professionals worked closely with Weller Pools for the construction of the splash pad feature. Our collaborative team worked together, sharing ideas and project details developed jointly resulting in the timely completion and accuracy of shop drawings, equipment specifications, and maintenance requirements for the splash pad feature, insuring the Owner that the final product would be operated and maintained per the City's requirements for all public parks. This process saved steps in the shop drawing process resulting in cost and time savings on this project and minimized changes during construction due to non-compliance. It also helped to improve how the City specifies equipment and operates the various water features located throughout the City's parks. This same methodology was utilized throughout the project for items including playground equipment, outdoor stage lighting, sound systems, site lighting, plant material selection, etc.

Should Biltmore have the honor of being short-listed, we will be happy to provide in-depth details of the methods used to accomplish these objectives and how they may bring value to your project.

The following diagram graphically illustrates this methodology and how it affects the potential savings in schedule duration and money.

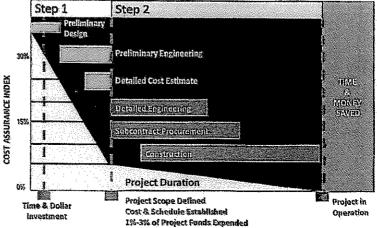




EXHIBIT A

Proposed Lump Sum Amount for Pre-Construc	tion
Services in an Amount Not to Exceed:	

\$49,280,00

Please write amount:

Forty-nine Thousand, Two Hundred Eighty Dollars.

Proposed Overhead/Profit Martin in a Not to Exceed of <u>4% (Four percent)</u> of the Proposed Guaranteed Maximum Price (GMP) for this Project.



Credentials:

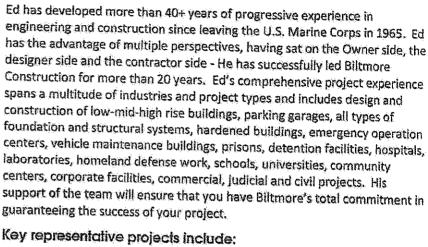
US Marine Corps Active 1961 - 1965 **BS Civil Engineering** California State University Certified General Contractor FL, SC, NC Registered Professional Engineer FL, CA, CO, MN, AZ, SD Licensed Threshold Inspector State of Florida Commercial Multi-Engine Inst. Pilot Pilot Angel Flight Southeast

Professional Memberships:

American Society of Civil Engineers **Associated General Contractors** Angel Flight Southeast

With Biltmore 27+ Years.





- The Elliott Museum New 43,000 GSF multi-story museum with exhibit space for art collections, inter-active displays, tiered-seating theater and lecture, open display gallery, offices and open lobby for museum events.
- Largo Public Library & Community Complex 93,000 SF Library, 2-story facility, bookstore, multi-use event space wing; courtyards; integrated IT/AV Systems, and complete site work and infrastructure installation
- First Presbyterian Church Youth/Community Center & Annex Addition 7,500 GSF vertical addition/renovation for a multi-use, event space
- Secrets of the Sea Marine Discovery Center Sitework, MEP upgrades, interior remodel, facility move
- USF Recreation & Wellness Center 41,800 SF D/B project that includes two buildings, an 11,800 GSF food center and a 30,500 GSF two-story gym & wellness center.
- Westin Innisbrook Loch Ness Monster Pool Complex New water park complex for the Innisbrook Resort with of manmade mountains, two winding water slides, and 3 connecting pools including a splash pool, 30-person spa, walk-in sandy beach pool, grottos water caves and pop-jets, a cascading waterfall, waterside bar and grill.
- Northshore Pool & Recreation Complex Expansion of existing complex, new 25-meter competition pool, new complex entry building with cashier & administration offices, new multipurpose building with work-out room for aquatic team. Multi-use community space, convert existing building to divisible conference space & offices
- Pasadena Yacht & Country Club New 32,000 SF clubhouse, cart storage, swimming pool, bathhouse, parking, dining, kitchen, locker rooms, gym
- Westchase Country Club, Tampa 9,500 SF golf club, 5,000 SF cart barn, 190,652 SF concrete cart paths, cart bridge, floating tee
- Sailfish Point Country Club- New 50,000 SF, exclusive, high-end country club and beach club; dining/banquet rooms, fitness center, Stuart, FL





Credentials:

BA Urban Geography
University of South Florida
AA Architecture
St. Petersburg College
Certified General Contractor
State of Florida
LEED Accredited Professional
State of Florida
OSHA 30-Hour Training Certification

Professional Memberships:

Associated General Contractors
U. S. Green Building Council (USGBC)
Florida Gulf Coast Chapter of USGBC
Precast/Prestressed Concrete
Institute

Travis has more than 18 years of construction experience, 14 of which have been with Biltmore. His comprehensive project experience spans many industries and project types including higher-education projects, low to mid-high rise buildings, parks and recreational facilities, residential complexes, parking garages, all types of foundation and structural systems, hardened buildings, emergency operation centers, detention facilities, laboratories, and judicial projects.

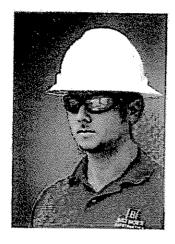
Key representative projects include:

- FIU School of Architecture New 72,500 SF, 3 story building includes 5 structures housing studios, offices, gallery and media center, theater/auditorium, covered terrace and a model-building studio. The award-winning facility featured glass curtain walls; multiple buildings surrounding courtyard with 2-story architectural geometric structures.
- USF Student Recreation Center Two-story sports and athletic training facility with Indoor, elevated track; dining; and support space
- Eckerd College Recreational Facilities Master Plan Cobb Center Recreation & Wellness Renovations, Soccer & Tennis Complex 14 Acres - I turf soccer fields; NCAA tennis courts; GO Pavilion
- Eckerd College Molecular & Life Sciences Building –\$30 million, 55,000-square-foot state-of-the-art facility; Classrooms, Biology, Chemistry and Biochemistry labs Seeking LEED Platinum
- FAU University Center New 36,670 SF addition and 19,203 SF of remodeled/renovated space to house the new Student/University Center with offices, conference and multi-use space and auditorium
- City of Tampa Waterworks Park at Riverwalk New City Park with Splash Pool, outdoor Event Stage, docks and additional amenities
- Sugarloaf Key Athletic Fields Monroe County Schools
- Saga Bay and Bel Aire Ball Parks Cutler Bay, FL
- Lauderdale Lakes Recreation Center and Willie R. Webb Park
- Village of Islamorada Administrative Center & Public Safety
 Headquarters Complex Three-story office and conferencing facility
- City of Seminole Public Works /EOC & Operations Building Hardened to meet Cat. V & FEMA 361 standards, includes back-up generator systems to sustain operations for 7 days; EOC is LEED Gold and the Operations Building is LEED Platinum.
- City of Marathon Joint-Use Fire Station/EOC New Two-story 24,000 GSF
 Fire Station providing fire protection services to both the City of Marathon and the Marathon Airport.
- Eckerd College Library & Tier II Data Center New 55,000 SF 2-Story signature library; offices, study rooms, multi-purpose rooms, and technologies hub for campus



Blake Shatto, EIT, LEED GBA

Asst. Project Manager/ Project Engineer



Credentials:

Bachelor of Science of Civil Engineering

- Florida State University
- Cum Laude

Engineer-in-Training Certification — Florida Department of Professional Registration

Building Construction – Edison State College

Certified General Contractor

– State of Florida

LEED Green Building Associate
OSHA 10-Hour Training Certification

Professional Memberships:

American Society of Civil Engineers Florida Gulf Coast Chapter of USGBC

With Biltmore 3+ Years

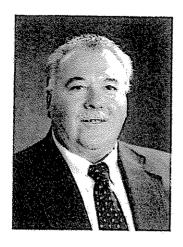
Blake brings 6 years of hands-on construction experience, 3+ with Biltmore, in the capacity of Project Engineer and Project Manager. This experience ranges from complex higher-education projects to 30-story hi-rise structures as a Project Engineer Intern. Blake is responsible for the on-site day-to-day project management and will oversee budget and schedule compliance. His engineering background is an asset to any project, assuring all installations are properly constructed to plan documents.

Key representative projects include:

- Largo Data Center New single-story 3,000 SF facility is hardened to Cat-5 wind loads to provide continuous service to City functions. The center features full emergency 400 KVA electric power generator equipped with 7 days of fuel with dual generator support capability. Construction is masonry with split-face veneer and sloped metal roof. Project scope includes extensive utility work and tie-in extensions, parking and landscaping.
- Project Engineer/Assistant PM for new 55,000 GSF, \$30 million Center for Molecular and Life Sciences Complex at Eckerd College. CMLS houses Chemistry, Biology, and Biochemistry programs; teaching labs, classrooms, faculty offices, meeting spaces, covered courtyards, a greenhouse and study areas. Scope included development of 21-acre site; utility and infrastructure extensions & relocations, major roadway relocation, storm water collection and retention, parking and landscaping. The precast complex is hardened with impact glass windows and doors. LEED Platinum Certification pending.
- Project Manager for Galbraith Marine Science Lab Renovations at Eckerd College. Phased to maintain operations, scope included select demolition, laboratory upgrades/alterations, new ductwork and extensive MEP; new electrical stand-by power generator, and equipment storage addition.
- Project Manager for Sheen Building A & C Renovations at Eckerd College; Mechanical, Electrical, Fire Alarm and Plumbing Renovations on 120-seat auditorium and Chemistry labs. Scope included new interior lab finishes; flooring replacement; selective hardware replacement; renovated/expanded restroom modifications for ADA compliance; installation of interior and exterior ornamental railings; selective asbestos abatement.
- Project Engineer Intern for two 23-story hi-rise condominiums at Jasmine Bay – Estero Island; and two 30-story hi-rise condos at High Point Place – Ft. Myers. Construction was post-tension concrete.



Matt Rincon General Superintendent



Credentials:

Certified General Contractor Florida

OSHA 10 & 30-Hour Training Certification

First-Aid & CPR Certified – American Red Cross

Corps of Engineers Quality
Assurance Training & Certification

Professional Memberships:

Associated General Contractors

Matt has 37 years of construction experience, 20 with Biltmore. His experience includes performing as both General Superintendent and Project Manager. His "hands-on" experience and owner-perspective brings effective leadership and solutions to your projects. As General Superintendent, Matt provides support to project management and superintendents and ensures Biltmore standards are being practiced, safety programs active and assures quality ids maintained. He will share his experience and the experience of other Biltmore project teams in dealing with issues similar to those found on your project to facilitate creative solutions. Matt offers experience in minor and complex phasing projects always striving for maximum efficiency and minimal disruption to the owner.

Key representative projects include:

- City of Tampa Waterworks Park at Riverwalk New City Park with Splash Pool, outdoor Event Stage, docks and additional amenities
- USF Student Recreation Center Two-story sports and athletic training facility with indoor, elevated track; dining; and support space
- Northshore Pool & Recreation Complex, St. Petersburg Expansion of existing complex, new 25-meter competition pool, new complex entry building with cashier & administration offices, new multipurpose building with work-out room for aquatic team. Multi-use/classroom space, convert existing building to divisible conference space & offices
- City of Marathon Joint-Use Fire Station New Two-story 24,000 GSF Fire Station providing fire protection services to both the City of Marathon and the Marathon Airport. The precast construction is designed to withstand a Category 5 Storm event and will also serve as the EOC Center for the City
- Village of Islamorada Administrative Center, Fire Station #21 & Public Safety Headquarters Complex – Three-story office and conferencing facility featuring a fire station with 2 vehicles bays, sleeping quarters, kitchen & hazmat decontamination chamber, administration offices, and conference rooms.
- Monroe County Sheriff's Department Joint-Use Facility –55,000 SF, 3-story Joint-Use Sheriff's Office and detention facility; including office administration floor; Classrooms; play courts; restroom/locker facilities; outdoor lighting; sitework & utilities. Facility serves as EOC Center for Sheriff's Department
- Pasadena Yacht & Country Club New 32,000 SF clubhouse, cart storage, swimming pool, bathhouse, parking, dining, kitchen, locker rooms, gym
- Belleview Biltmore Resort Hotel Renovations/preservation and additions to 500,000 GSF historic hotel; new entry building; new conference center, new pool facilities
- Sailfish Point Country Club- New 50,000 SF, exclusive, high-end country club and beach club; dining/banquet rooms, fitness center, Stuart, FL
- Eckerd Soccer & Tennis Complex –New artificial turf soccer field with three new NCAA tennis courts, ancillary lighting, seating and electronic scoreboards.



ORIGINAL DOCUMENT

Received 1-13-15



Credentials:

AGC Superintendent Training Program
OSHA 10 & 30-Hour Training
Certification
First-Aid & CPR Certified
American Red Cross

Professional Memberships:

Associated General Contractors

Scott has 27 years of construction experience, 17 years of which have been with Biltmore Construction. His hands-on field supervision experience includes universities, mixed-use retail/condo hi-rises, jails, and post-tension and concrete structural systems ranging to 15 stories. As Superintendent, Scott will be responsible for managing construction daily, coordinating and supervising all trades, construction phasing and sequencing, and coordinating the staging and safety plans placing top priority on the safety of students, staff and traffic along with minimizing problems and delays. Scott will also address traffic concerns, material delivery routes and schedules, subcontractor management, and the overall on-site construction management process from preconstruction through closeout.

Key representative projects include:

- City of Tampa Waterworks Park at Riverwalk New City Park with Splash Pool, outdoor Event Stage, docks and additional amenities
- Sugarloaf School Ball fields— Monroe County School District –
 Foundation/concrete pad installations for dugouts and bleachers for softball and soccer fields; new pavilion, and restroom addition
- Northshore Pool & Recreation Complex, St. Petersburg Expansion of existing complex, new 25-meter competition pool, new complex entry building with cashier & administration offices, new multipurpose building with work-out room for aquatic team. Multiuse/classroom space, convert existing building to divisible conference space & offices
- St. Petersburg College West St. Petersburg Community Library New 2-story, 50,000 SF joint-use library; multi-purpose community room, integrated I/T and A/V systems
- Pinellas County Judicial Tower Phased renovation of the 4th and 5th Floor levels converting the existing law library space into Judges Suites and new Courtrooms. Work was competed while the building remained occupied with key construction phases completed after hours.
- City of Marathon Joint-Use Fire Station New Two-story 24,000 GSF Fire Station providing fire protection services to both the City of Marathon and the Marathon Airport. The precast construction is designed to withstand a Category 5 Storm event and will also serve as the EOC Center for the City
- Eckerd College Molecular & Life Sciences Building –\$30 million,
 55,000 SF for Biology, Chemistry and Biochemistry programs.
- St. Petersburg College Natural Sciences Building New multi-story teaching facility including labs, fume hoods and classrooms; planetarium and observation deck



Barry Cercone Senior Estimator



Credentials:

Bachelor of Science in Physics University of Pittsburgh

AA Architectural Technology, St. Petersburg College

Certified General Contractor State of Florida CGC051055

Professional Memberships:

Gulf Coast Chapter of USGBC

With Biltmore 4+ Years

Barry brings over 28 years in construction experience with the past 15 years as a dedicated Project Estimator. As Senior Estimator, he specializes in estimating, cost analysis, value engineering, and preparation of work scopes for bidding and budgeting. His estimating experience includes all types of construction including municipal, academic, and public and private sector projects. Barry has been with Biltmore for four years.

Key representative projects include:

- USF Student Recreation Center Two-story sports and athletic training facility with indoor, elevated track; dining; and support space
- City of Tampa Waterworks Park at Riverwalk New City Park with Splash Pool, outdoor Event Stage, docks and additional amenities
- Eckerd College Molecular & Life Sciences Building –55,000 GSF multi-use facility housing Biology, Chemistry and Biochemistry programs, – LEED Platinum Pending
- DOH / Homeland Security multiple BLS-3 Labs Suites at eight Florida locations within DOH facilities
- Kissimmee Diagnostic Lab Complex Department of Agriculture Necropsy Laboratory Building and New BSL-3 Lab Building
- The New Elliott Museum New 50,000 GSF multi-story museum administration offices; storage warehouse. LEED Silver Pending.
- Tampa Bay Water Emergency Operations Building and Tier IV Data Center
- St. Petersburg West Library & St. Petersburg College Joint-use Library - 50,000 SF 2-story library with multi-purpose rooms sharing space with the City of St. Petersburg Library Association.
- Miami-Dade Center of Excellence —New multi-story administrative and clinic facility for Miami DOH
- Largo Data Center New single-story 3,000 SF facility is hardened to Cat-5 wind loads to provide continuous service to City functions.
 Project scope includes utility tie-in extensions, parking &landscaping.
- SPC Downtown Center 124,000 GSF, phased demolition and remodel/conversion of an existing parking structure into a multistory, multi-use classroom facility with administration/offices, dining, commercial kitchen, auditorium, black-box theatre
- Village of Islamorada Administrative Center & Public Safety
 Headquarters Complex Three-story office and conferencing facility
- Tampa Bay Water Administration Testing Lab Facility including Tier
 IV Data Center O'Lakes, FL



CHUBB GROUP OF INSURANCE COMPANIES



Federal Insurance Company
15 Mountain View Road, Warren, New Jersey 07059

October 13, 2014

Edward A. Rojas, City Manager City of Doral 8401 NW 53rd Terrace Doral, Florida 33166

RE: Biltmore Construction Co., Inc.

Construction Manager At-Risk Firm to Provide Preconstruction & Construction Services via a Guaranteed Maximum Price Amendment for the NW 114th Avenue Park, RFP #2014-36

Dear Mr. Rojas,

We understand that Biltmore Construction Co., Inc. is submitting their RFP for the above referenced project. Biltmore Construction Co., Inc. has been a valued surety client of the Federal Insurance Company since 2003. Currently, this excellent contractor has available Surety Credit for single projects up to \$80 Million with an aggregate program in the range of \$150 Million. We are always pleased to consider any Proposal that our client wants to pursue.

We would welcome the opportunity to provide Performance & Payment Bonds for Biltmore Construction Co., Inc. on your project, subject to mutually acceptable contract terms and conditions, and an appropriate request from Biltmore Construction for the Bonds.

Federal Insurance Company is licensed to do business in all states, with an A.M. Best Rating of A++ and a Financial Size of XV.

Sincerely,

FÉDERAL INSURANCE COMPANY

Bruce N. Telander, Attorney-in-Fact

October 20, 2014

City of Doral 8401 NW 53rd Terrance, Doral, FL 33166

Re: Request for Proposal # 2014-36 NW - 114th Avenue Park

To Whom It May Concern:

As Biltmore Construction Inc.'s insurance agent of record, we are confirming that if Biltmore Construction should be awarded the project referenced above, it is our intention to provide coverage required under the insurance requirements section. Notably the \$ 3M Professional Liability Limit; \$ 1M OCP; and Builders Risk Insurance to the extent commercially available. Please contact me with any further questions relating to Biltmore's insurance program as it relates to their ability to bid on this project and comply with any and all insurance obligations. Thank you.

Sincerely,

Jackie Ferguson

Account Manager
Cobb Strecker Dunphy & Zimmermann, Inc.



Evidence of Insurability: Bilmore will secure and provide all required insurance coverages as outlined in RFP upon award of project, should we be selected. Following ar current representative certificates:

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SECTION 5.0: STATEMENT SUBMITTAL FORM:

RFP#2014-36

THIS STATEMENT IS SUBMITTED TO:
City of Doral
8401 NW 53rd Terrace
Doral, Florida 33166

- 1. The undersigned Proposer proposes and agrees, if this RFP is accepted, to enter into an agreement with The City of Doral to perform and furnish all goods and/or services as specified or indicated in the Agreement Documents for the Agreement Price and within the Agreement Time indicated in this RFP and in accordance with the other terms and conditions of the Agreement Documents.
- Proposer accepts all of the terms and conditions of the RFP and Instructions to Proposers, including without limitation those dealing with the disposition of RFP Security. This RFP will remain subject to acceptance for 90 days after the day of RFP opening. Proposer agrees to sign and submit the Agreement with the Bonds and other documents required by the RFP Requirements within ten days after the date of City's Notice of Award.
- 3. In submitting this Statement, Proposer represents, as more fully set forth in the Agreement, that:
 - (a) Proposer has examined copies of all the RFP Documents and of the following Addenda (receipt of all which is hereby acknowledged.)

Addendum No1	Dated: 10/17/14
Addendum No. 2	Dated:10/21/14
Addendum No.	Dated:
Addendum No.	Dated:

- (b) Proposer has familiarized themselves with the nature and extent of the Agreement Documents, required goods and/or services, site, locality, and all local conditions and Law and Regulations that in any manner may affect cost, progress, performance, or furnishing of the Work.
- (c) Proposer has studied carefully all reports and drawings of subsurface conditions and drawings of physical conditions.
- (d) Proposer has obtained and carefully studied (or assumes responsibility for obtaining and carefully studying) all such examinations, investigations, explorations, tests and studies (in addition to or to supplement those referred to in (c) above) which pertain to the subsurface or physical conditions at the site or otherwise may affect the cost, progress, performance, or furnishing of the Work at the Agreement Price, within the Agreement Time and in accordance with the other

Page 42 of 67

- terms and conditions of the Agreement Documents, and no additional examinations, investigations, explorations, tests, reports or similar information or data are or will be required by Proposer for such purposes.
- (e) Proposer has correlated the results of all such observations, examinations, investigations, explorations, tests, reports, and studies with the terms and conditions of the Agreement Documents.
- (f) Proposer has given the City written notice of all conflicts, errors, discrepancies that it has discovered in the Agreement Documents and the written resolution thereof by the City is acceptable to Proposer.
- (g) This RFP is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization, or corporation; Proposer has not directly or indirectly induced or solicited any other Proposer to submit a false or sham Statement; Proposer has not solicited or induced any person, firm or corporation to refrain from submitting a statement. Proposer has not sought by collusion to obtain for itself any advantage over any other Proposer or over the City.
- 4. Proposer understands that the quantities provided (if any) are only provided for evaluation purposes only. The actual quantities (if any) may be higher or lower than those in the RFP.
- Proposer agrees that the work will be completed as scheduled from the date stipulated in the Notice to Proceed.
- Communications concerning this RFP shall be addressed to:

Biltmore Construction Co., Inc.
1055 Ponce de Leon Blvd.
Belleair, FL 33756
727-585-2084
727-585-2088
Travis Parker, VP

6. The terms used in this RFP which are defined in the General Conditions of the Agreement included as part of the Agreement documents have the meanings assigned to them in the General Conditions.

STATEMENT

I understand that a "person" as defined in Para. 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding Contract and which Bids or applies to Bid on Contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "persons" includes those officers, directors,

executives, partners, shareholders, employe management of any entity.	es, members, and agents who are active in			
SUBMITTED THIS DAY October /7	, 2014.			
Person Authorized to sign RFP:				
	(Signature)			
Èdward A. Parker, Jr.	(Print Name)			
President	(Title)			
Company Name: Biltmore Construction Co., Inc.				
Company Address: 1055 Ponce de Leon Blvd.				
Belleair, FL 33756				
Phone: 727-585-2084 Fax: 727-585-	2088			
Email: eparker@biltmoreconstruction.com	· · ·			

[End of Section 5. This space left intentionally blank.]

STATEMENT OF NO RESPONSE

Construction Manager At-Risk Firm to Provide Preconstruction Services via a Guaranteed Maximum Price (Guaranteed Maximum Price) Amendment for the NW 114th Avenue Park

RFP # 2014-36

PROPOSERS TO THIS OPPORTUNITY MAY WRITE "N/A" ON THIS FORM, OR MAY OMIT IT FROM THEIR RESPONSE.

If you are not proposing on this service/commodity, please complete and return this form to: City of Doral – City Clerk's Office 8401 NW 53rd Terrace, Doral, FL 33166. Failure to respond may result in deletion of your firm's name from the qualified vendor list for the City of Doral.

COMPANY NAME:	N/A
ADDRESS:	
TELEPHONE:	
SIGNATURE:	
DATE:	
We, the undersigned heasons:	nave declined to submit a response on the above because of the following
or man Insufficie We do no Our sche Unable to Specifica	tions/Scope of Work too "tight", i.e., geared toward brand ufacturer only (explain below) ont time to respond of offer this product, service or an equivalent dule would not permit us to perform of meet bond requirements tions unclear (explain below) secify below)
REMARKS:	

CERTIFICATION OF SOLICITATION REQUIREMENTS RFP # 2014-36

PROPOSERS MUST COMPLETE AND RETURN THIS FORM WITH THE SOLICITATION PACKET. FAILURE TO INCLUDE SHALL RESULT IN SUBMITTAL BEING DEEMED NON-RESPONSIVE.

COMPANY NAME: Biltmore Construction Co., Inc.

ADDRESS: 1055 Ponce	de Leon Blvd., Belleair, Florida 33756		
TELEPHONE: 727-585-2084			
SIGNATURE:			
DATE: October 17, 2014			
I have carefully read and understo limited to, the sections specified b	ood all the requirements of the solicitation, including, but not elow. Please initial next to each requirement below:		
Project Overview	Schedule of Events		
Project Overview	Due Date		
Previous Page	Solicitation Response Form (previous page)		
Section 2.6/4.2	Format and Signatures		
Section 2.12	Inquiries		
Section 2.14 Section 3.0	Attached Forms / Certifications		
	Technical Specifications Instructions for Preparing Submittals		
As the person authorized to sign the statement, I certify that this firm is fully knowledgeable with the solicitation requirements and has fully read the entire solicitation.			
	Biltmore Construction Co., Inc.		
VENDOR'S SIGNATURE	NAME OF COMPANY		
Edward A. Parker, Jr., Pres.			
VENDOR PRINT NAME			
For Office Use Only			
Date and Time Received:	Received by:		

Page 48 of 67

PROPOSER QUALIFICATION STATEMENT

RFP#2014-36

he Bidder's/Proposer's response to this questionnaire will be utilized as part of the City's overall
id/Statement Evaluation to ensure that the Bidder/Proposer meets, to the satisfaction of the City of
loral, the minimum requirements for participating in this solicitation.
he following minimum experience is required for this project:

ON THE FORM BELOW, BIDDER/PROPOSER MUST PROVIDE DETAILS FULFILLING ABOVE MINIMUM EXPERIENCE REQUIREMENTS. IT IS MANDATORY THAT PROPOSERS USE THIS FORM IN ORDER TO INDICATE THAT THE MINIMUM EXPERIENCE REQUIREMENT IS MET. NO EXCEPTIONS WILL BE MADE.

1.	Project Name/Location	Water Works Park at Riverwalk
	Owner Name	City of Tampa
	Contact Person	James Jackson
	Contact Telephone No.	813.274.8773
	Email Address:	james.jackson@tampagov.net
	Yearly Budget/Cost	\$7.4 Million
	Dates of Contract	From: 04/13 To: 08/14
2.	Project Name/Location	Student Recreation Center
	Owner Name	University of South Florida
	Contact Person	Eric Hunter
	Contact Telephone No.	813.974.2135
	Email Address:	ehunter@admin.usf.edu
	Yearly Budget/Cost	\$11,840,000
	Dates of Contract	From:05/10To:07/11
3.	Project Name/Location	James Center for Molecular & Life Sciences (LEED Platinum)
	Owner Name	Eckerd College

Page 50 of 67

Contact Person	William "Bill" McKenna
Contact Telephone No.	727.867.5211
Email Address:	themvgroup@aol.com
Yearly Budget/Cost	\$30 Million
Dates of Contract	From: 09/11 To: 01/13

BUSINESS ENTITY AFFIDAVIT

(PROPOSER DISCLOSURE)

RFP#2014-36

I, Edward A. Parker	; Jr.	, bein	g first duly sw	orn state:
The full legal name and business with the City of follows:	business address of the Doral ("City") are (Po	e person(s) or entit st Office addresses	y contracting are not accep	or transacting table), as
59-0720349				
FEDERAL EMPLOYER IDENTIFICATION	in number (if none, social sec	JRITY NUMBER)	Date Anna William Communication Communicatio	90 <u>00000000000000000000000000000000000</u>
Biltmore Construc	tion Co., Inc.			
Name of Entity, Individual, Partners	, or Corporation		***************************************	74 4
Doing business as, if same as above	leave blank			
1055 Ponce de Leo	n Boulevard	Belleair	Florida	33756
STREET ADDRESS	SUITE	CITY	STATE	ZIP CODE

OWNERSHIP DISCLOSURE AFFIDAVIT

1. If the contact or business transaction is with a corporation, the full legal name and business address shall be provided for each officer and director and each stockholder who holds directly or indirectly five percent (5%) or more of the corporation's stock. If the contract or business transaction is with a trust, the full legal name and address shall be provided for each trustee and each beneficiary. All such names and addresses are (Post Office addresses are not acceptable), as follows:

<u>Full Legal Name</u>	<u>Address</u>	<u>Ownership</u>	
Edward A. Parker, Jr.	1055 Ponce de Leon Blvd., Belleair, FL	33	0/
William B. Parker	1055 Ponce de Leon Blvd., Belleair, FL	30	_%
Richard D. Parker	1055 Ponce de Leon Blvd., Belleair, FL	30	%
Travis Parker	1055 Ponce de Leon Blvd., Belleair, FL	< 5	%
Jeff Parker	1055 Ponce de Leon Blvd., Belleair, FL	< 5	%
Vito DiRuggiero	1055 Ponce de Leon Blvd., Belleair, FL	< 5	/0

2.	subcontractors, ma have, any interest	s and business address of any other individual (other than terial men, suppliers, laborers, or lenders) who have, or will (legal, equitable, beneficial or otherwise) in the contract or n with the City are (Post Office addresses are not acceptable),
	Edward A. Parker, Jr.	1055 Ponce de Leon Blvd., Belleair, FL
	W <u>illiam B. Parker</u>	1055 Ponce de Leon Blvd., Belleair, FL
	Richard D. Parker	1055 Ponce de Leon Blvd., Belleair, FL
	Travis Parker	1055 Ponce de Leon Blvd., Belleair, FL
	Jeff Parker	1055 Ponce de Leon Blvd., Belleair, FL
	Vito DiRuggiero	1055 Ponce de Leon Blvd., Belleair, FL
-	re of Affiant	October /7 , 2014 Date
	A. Parker, Jr., President	
Printed	Name of Affiant	
Persona O R	o and subscribed before m lly known n/a d identification n/ a	e this // day of October , 20 14 .
Notary F	Public-State of FLORIDA	
N/A		My commission expires: March 11, 2016
Type of	dentification	
		Printed, typed, or stamped commissioned name of Notary Public BONNIE JEAN BEETLE MY COMMISSION # EE163934 EXPIRES: March 11, 2016 EXPIRES: March 11, 2016 EXPIRES: March 11, 2016 EXPIRES: March 11, 2016 EXPIRES: March 11, 2016

NON-COLLUSION AFFIDAVIT

RFP # 2014-36

State	of Florida)
Count	y of Pinellas) SS
BEFO being	RE ME, the undersigned authority, personally appeared <u>Edward A. Parker, Jr.</u> , who, after duly sworn, deposes and states that all of the facts herein are true:
(1)	He/She/Fhey is/are the President
	(Owner, Partner, Officer, Representative or Agent) of Biltmore Construction Co., Inc. , the BIDDER that has submitted the attached Bid;
(2)	He/She/They is/are fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;
(3)	Such Bid is genuine and is not a collusive or sham Bid;
(4)	Neither the said BIDDER nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other BIDDER, firm, or person to submit a collusive or sham Bid in connection with the Work for which the attached Bid has been submitted; or to refrain from bidding in connection with such Work; or have in any manner, directly or indirectly, sought by agreement or collusion, or communication, or conference with any BIDDER, firm, or person to fix any overhead, profit, or cost elements of the Bid or of any other BIDDER, or to fix any overhead, profit, or cost elements of the Bid Price or the Bid Price of any other BIDDER, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed Work; and
(S)	The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the BIDDER or any other of its agents, representatives, owners, employees or parties in interest, including this affiant.
FURTH	IER AFFIANT SAYETH NOT By: Print Name: Edward A. Parker, Jr.
<u>Edwa</u>	TO AND SUBSCRIBED before me this // day of October , 2014 by rd A. Parker, Jr. , who is personally known to me or has produced n/a as identification
	Janne Joan Retter
	Notary Public State of Florida at Large
Av Com	mission Fxnires

Page 54 of 67

My Commission Number:

No Contingency Affidavit

State of	Florida)	
County	of Pinellas) SS	
BEFORE being du	ME, the undersigned authority, personally a uly sworn, deposes and states that all of the fa	ppeared _Edward A. Parker, Jr, who, after cts herein are true:
	He/She/They is/are President Agent) of Biltmore Construction Co., Inc.	(Owner, Partner, Officer, Representative or, the BIDDER that has submitted the attached Bid;
1	member has promised to pay, and Firm has i contingent upon the City of Doral awarding t principal, employee, agent, representative has	incipal, employee, agent, representative or family not, and will not; pay a fee the amount of which is his contract. Firm warrants that neither it, nor any procured, or attempted to procure, this contract in Dade County conflict of interest and code of ethics
(Further, Firm acknowledges that a violation of contract and forfeiture of funds paid, or to performance of the contract.	f this warranty may result in the termination of the be paid, to the Firm, if the Firm is chosen for
FURTH	ER AFFIANT SAYETH NOT	By: Print Name: Edward A. Parker, Jr.
sworn Edward	TO AND SUBSCRIBED before me this // da d A. Parker, Jr. , who is personally kno n/a as identification.	y of <u>October</u> , 2014 by own to me or has produced
		Notary Public State of Florida at Large
7	mission Expires: March 11, 2016 mission Number: EE165934	BONNIE JEAN BEETLE MY COMMISSION # EE165934 EXPIRES: March 11, 2016 LOUI-NOTARY II, Notary Discount Assoc. Co.

Page 55 of 67

AMERICANS WITH DISABILITIES ACT (ADA)

DISABILITY NONDISCRIMINATION STATEMENT

RFP#2014-36

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

This sworn statement is submitted to the City Of Doral, Florida by: Edward A. Parker, Jr.

	for: Biltmore Construction Co., Inc.		(print individual's name and tit	le)
	(print name of entity submitting sworn statement)			
	whose business address is: 1055 Ponce de	Leon Blvd., Bell	eair, Florida 33756	
	and (if applicable) its Federal Employer Num	ber (FEIN)is: 59-0	720349	
	(If the entity has no FEIN, include the Social Security N	umber of the individual	signing this swom statement:	rd magaay dayay u tu.
I, being	duly first sworn state:			
with all pertain	le above named firm, corporation or organization with, and assure that any subcontractor, or applicable requirements of the laws listed the laws listed the laws listed the laws for a ling to employment, provision of programs a lites, renovations, and new construction.	r third party contr selow including hi	actor under this project of	complies
III, Publ	perican with Disabilities Act of 1990 (ADA), Pu 2213 and 47 USC Sections 225 and 661 includ lic Accommodations and Services Operated b Miscellaneous Provisions.	ling Title I. Employ	ment. Title II Dublic Sonie	es; Title
The Fed	orida Americans with Disabilities Accessibilit L 553.513, Florida Statutes: The Rehabilitation deral Transit Act, as amended 49 USC Sectio 3601-3631.	Act of 1973, 229 Upon 1612; The Fair I	SC Section 794	42 USC
Edward	O AND SUBSCRIBED before me this // day of _ A. Parker, Jr, who is personally known to	October 2012 to me of has produce Motary Public State of Florida at I	Son Ber	— Lie
	ission Expires: March 11, 2016 ission Number: EE165934	Service Services	BONNIE JEAN BEETL MY COMMISSION # EEI6599 EXPIRES: March 11, 2016 20-MOTARY FI. Notary Discount Assoc. C	Š

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EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

RFP # 2014-36

I, Edward A. Parker, Jr.	President
(Individual's Name)	(Title)
of the Biltmore Construction Co., Inc. (Name of Company)	, do hereby certify that
I have read and understand the Compliance set forth under sub-section 3.2.3 of this doc	with Equal Employment Opportunity requirements ument.
Attachment of this executed form, as such, solicitation for services.	is required to complete a valid response to this
Individual's Signature	
October /7 , 2014	
Date	

SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(a)

FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES RFP # 2014-36

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

		. Parker, J			ubmitted	to City	of Doral			
for E	Biltmore	Constructi	on Co., Inc.	7		/-ia /				whose
busine		addr		is				******		MIIOSE
<u> 1055</u>	<u>Ponce</u>	de Leon B	<u>lvd., Bellea</u>	r, Flori	da 3375	6		31	nd (if	applicable)
its Fed		ıloyer Identi	fication num	er (FEI	N) is <u>59</u> .	0720349	(IF the			IN, include
the	Social	Security	Number	of	the	individual	signing	this		statement:

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

legal power to enter into a binding Contract and which Bids or applies to Bid on Contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "persons" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of any entity.

Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Indicate which statement applies.) Neither the entity submitting this sworn statement, nor any of it's officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. The entity submitting this sworm statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (Attach a copy of the final order.) I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH MAY 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES, FOR CATEGORY TWO OF ANY, CHANGE IN THE INFORMATION CONTAINED IN THIS FORM. Print Name: Edward A. Parker, Jr. day of October SWORN TO AND SUBSCRIBED before me this / Edward A. Parker, Jr. who is personally known to me or has produced as identification. Notary Public

State of Florida at Large

My Commission Expires: March 11, 2016 My Commission Number: EE165934

BONNIE JEAN BEETLE

NY COMMISSION # EE165934

EXPIRES: March 11, 2016

1300-NOTARY FI. Notary Discoust Assoc. Co.

DRUG-FREE WORKPLACE PROGRAM

RFP # 2014-36

Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids which are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. In order to a have a drug-free workplace program, a business shall:

- 1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- Inform Employees about the dangers of drug abuse in the workplace, the business' policy of maintaining drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- 3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
- In the statement specified in subsection (1), notify the employees that, as a conditions of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
- Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
- 6. Make good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

VENDOR'S SIGNATURE

Biltmore Construction Co., Inc.

NAME OF COMPANY

Edward A. Parker, Jr., President VENDOR PRINT NAME

Page 60 of 67

ANTI-KICKBACK AFFIDAVIT

RFP # 2014-36

State of Florida)
County of Pinellas)
to any employees of the City of	y sworn, depose and say that no portion of the sum herein bid will be paid f Doral, its elected officials, and <u>Biltmore Construction Co., Inc.</u> or its ission, kickback, reward or gift, directly or indirectly by me or any member ne corporation.
	By: Print Name: Edward A. Parker, Jr.
	efore me this // day of October, 2014 by, who is personally known to me or has produced. as identification. Notary Public State of Florida at Large
My Commission Expires: March 1 My Commission Number: EE165	1, 2016

BONNIE JEAN BEETLE
MY COMMISSION # EE159934
EXPIRES: March 11, 2016
OTARY F. Notary Discount Assoc Co.

CONE OF SILENCE CERTIFICATION RFP # 2014-36

i,Edward A. Parker, Jr.	, President
(Individual's Name)	(Title)
of the Biltmore Construction Co., Inc. (Name of Company)	do hereby certify that
I have read and understand the terms set Silence.	forth under Section 3.4 of this document titled Cone of
Attachment of this executed form, as su solicitation for services.	uch, is required to complete a valid response to this
Individual's Signature	-
October /7, 2014	
Date	-

PROPOSER'S CERTIFICATION

RFP # 2014-36

I have carefully examined the Request for Qualifications, Instructions to Bidders, General and/or Special Conditions, Vendor's Notes, Specifications, proposed agreement and any other documents accompanying or made a part of this Request for Qualifications.

I hereby propose to furnish the goods or services specified in the Request for Qualifications. I agree that my statement will remain firm for a period of 365 days in order to allow the City adequate time to evaluate the statements.

I certify that all information contained in this statement is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this statement on behalf of the firm as its act and deed and that the firm is ready, willing and able to perform if awarded the contract.

I further certify, under oath, that this statement is made without prior understanding, agreement, connection, discussion, or collusion with any other person, firm or corporation submitting a statement for the same product or service; no officer, employee or agent of the City of Doral or any other proposer is interested in said statement; and that the undersigned executed this Proposer's Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

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

Biltmore Construction Co., Inc.	
Name of Business	***************************************
Ву:	Sworn to and subscribed before me
	this // day of October ,20 14
Signature	
Edward A, Parker, Jr.	
Name and Title, Typed or Printed	- // ' //
1055 Ponce de Leon Blvd.	Donnie Jan Deette
Mailing Address	Notary Public
Belleair, Florida 33756	STATE OF FLORIDA
City, State and Zip Code	SIMIL OF TOTAL
727-585-2084	BONNIE JEAN BEETLE S
Telephone Number	My Commission Expires My Commission Expires EXPIRES: March 11, 2016 1:3033-DTARY R. Notery Discount Area. Co.

Acknowledgement of Addenda: Issued Addenda must be signed and submitted with response.

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ADDENDA ACKNOWLEGEMENT By:



1. For the RFP #2014-36, the City is requiring a park or similar project in the last 5 years. Would you consider changing the requirement to the last 10 years? I believe you would open up the solicitation to more competition. Because of the recession, very few projects have been advertised in the past 6+ years. Qualified firms will be excluded with only a five year range.

The requirements for this RFP will remain at 5 years.

2. The RFP and CM draft contract state that there will be Phase I (90%) and Phase II (100%) documents. For purposes of CM Pre-Construction Services, will there be budget analysis required by the CM prior to these phases?

Yes, the Contractor should perform a cost analysis at 50%, 90%, and 100% prior going out to bid as detailed on page 33 of the RFP.

3. Will there be Schematic Designs and Design Development Designs submitted for the review and comments from the CM?

Progress Drawings will be provided to the CM when requested.

4. There was no Reference Form included with the RFP – will the City provide a specific form for listing the references or should we just list the references as part of the proposal?

Please submit references as part of your proposal.

5. Is there a Geotechnical Report and a Phase I Environmental Study available for the site?

Geotech report is available.

Phase I Environmental Study is not.

6. Is there a preliminary LEED Scorecard available for review?

No.

7. On Page 3, under Project Overview, the estimated construction cost is stated to range from \$15 million to \$18 million, however, the last paragraph on page 3 requires a Letter of Eligibility for bonding in the amount of \$5.5 million. Can you please confirm or clarify; a) that the amount to be confirmed by our bonding company is the \$5.5 million; and b) the letter will not be counted toward the 15-page limit.

The bonding company shall confirm the project's estimated construction cost of \$15 million to \$18 million.

The letter will not count toward the 15-page limit.

8. On Page 17, 2.2 QUALIFICATIONS/ EXPERIENCE OF PROPOSERS, the it states "Firms/Individual shall submit written evidence of insurability from the firm's/Individual's insurance company, for the type and amount of insurance specified in Section 2.9". Since this may be several pages, can you please confirm that this written evidence will not be counted toward the 15-page limit?

The letter will not count toward the 15-page limit.

9. In Section 6: Forms/Deliverables, Pages 46 through 68 of the RFP are required forms to be included with our submittal. Can you please confirm that these forms are not counted toward the 15-page limit?

The letter will not count toward the 15-page limit.

ADDENDUM#2 ACKNOWLEMENT BY:



July 1, 2014

Mr. Jorge Gomez, P.E., Chief of Engineering City of Doral 8401 N.W. 53rd Terrace, 2nd Floor Doral, Florida 33166

Re:

Report of Geotechnical Engineering Services

Proposed N.W. 114th Avenue Park 11300 N.W. 81st Terrace, Doral, Florida

PSI Project No.: 0397-753

Dear Mr. Gomez:

Professional Service Industries, Inc. (PSI) has completed a geotechnical engineering study in connection with the above referenced project. Our services were provided in general accordance with PSI Proposal No. P0-397-124568, dated May 29, 2014. Authorization to proceed was provided by means of a City of Doral — Work Order for Professional Services, dated, May 30, 2014. This report provides an overview of the work completed by us in connection with the study and provides recommendations for use in site preparation and foundation design.

1.0 PROJECT INFORMATION

1.1 GENERAL

The area of study is an approximate ±18 acres parcel of land located on the southwest corner of N.W. 82nd Street and 112th Avenue in Doral, Florida. More specifically, the site is bounded by N.W. 82nd Street on the north, N.W. 112th Avenue on the east and residential communities on the south and west sides of the property. N.W. 114th Avenue traverses through the middle of the property with a skewed orientation, carrying traffic in the north-south direction. A site vicinity map identifying the project location with respect to existing streets and features is presented on Sheet 1 of the Appendix.

At the time of our study, the "south-half" of the property was densely vegetated, while, the "north-half" of the property had highly variable grades and vegetation to a lesser degree compared to the south-half. The highly variable grades within the north-half of the property can be attributed to prior earthwork that may have occurred at the site, with the raised portions of the site being about 2 to 3 feet higher than adjoining roadway grades. Our truck mounted drilling equipment used for the subsurface exploration did not experience any difficulty in moving around the north-half of the site, while, access into the south-half of the property was severely restricted. Photographs from our site visit are presented in Sheet 2 of the Appendix.

The overall project as we understand will consist of the following new components:

1. Playfields on the east side of N.W. 114th Avenue consisting of:

a. Soccer fields within the southeast corner of the overall property.

 A baseball field within the south-central portion of the overall property, just east of N.W. 114th Avenue.

RFP SIGNATURE PAGE FOR ORPORATION

RFP #2014-36

<u>Address</u>

Name

The officers of the Corporation are as follows:

President Edward A. Parker,	Jr 1055 Ponce de Leon Blvd., Belle	eair, FL 33756				
xec.Vice-President Richard D. Parker - 1055 Ponce de Leon Blvd., Belleair, FL 33756						
Secretary William B. Parker -						
Treasurer William B. Parker -	Treasurer William B. Parker - 1055 Ponce de Leon Blvd., Belleair, FL 33756					
Registered Agent Edward A. Pa	arker, Jr 1055 Ponce de Leon Blvd	Belleair. FL 33756				
The full names and residences	of stockholders, persons, or firms					
RFP, as principals, are as follow	or scoukholders, persons, or firms	interested in the foregoing				
Edward A. Parker, Jr President	Travis Parker - VP					
1055 Ponce de Leon, Belleair, FL	1055 Ponce de Leon, Belleair, FL					
William B. Parker - EVP/S/T	Jeff Parker - VP					
1055 Ponce de Leon, Belleair, FL	1055 Ponce de Leon, Belleair, FL					
Richard D. Parker - EVP	Vito DiRuggiero - VP					
1055 Ponce de Leon, Belleair, FL	1055 Ponce de Leon, Belleair, FL					
A CONTRACTOR OF THE CONTRACTOR						
Post Office Address Bidder						
1055 Ponce de Leon Blvd.	BILTMO	RECONSTRUCTION CO., INC.				
Dollaria Di 20700		refe Name				
Belleair, FL 33756						
	Fresio	lent's Signature				
		SIDA				
Is this corporation incorporated	in the State of FL Attest:	些外级				
	etary					
	·					
If no, give address of principle p	aca of husiness					
	ace of pasifiess:					

	The straight and a straight and a					

Page 65 of 67

TIE SUBMITTAL CERTIFICATION RFP#2014-36

I, Edward A. Parker, Jr.	President
(Individual's Name) of the Biltmore Construction Co., Inc.	(Title)
understand the requirements/procedures for Tie of this document.	, do hereby certify that I have read and statements set forth under sub-section 5.1.5
Attachment of this executed form, as such, is req	uired to complete a valid statement.
Individual's Signature	
October /7 , 2014	

RESOLUTION No. 14-195

A RESOLUTION OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF DORAL, FLORIDA, APPROVING THE AWARD OF **REQUEST OF QUALIFICATION #2014-36 FOR A CONSTRUCTION** MANAGER AT-RISK FIRM TO BILTMORE CONSTRUCTION CO.: AUTHORIZING THE CITY MANAGER TO NEGOTIATE AND **ENTER** INTO AN **AGREEMENT** WITH **BILTMORE** CONSTRUCTION CO. FOR THE PROVISION CONSTRUCTION MANAGEMENT SERVICES FOR THE PRECONSTRUCTION PHASE OF THE NW 114TH AVENUE PARK PROJECT, IN AN AMOUNT NOT TO EXCEED \$49,280.00; PROVIDING FOR IMPLEMENTATION: AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the City of Doral (the "City") issued Request for Proposal #2014-36 for a "Construction Manager At-Risk Firm," (the "RFP"), and the City received four (4) bids by the October 21, 2014 deadline, with all companies meeting the required criteria; and

WHEREAS, the selected firm will be used to perform preconstruction and potentially construction services for the NW 114th Avenue Park project; and

WHEREAS, after the deadline, the Evaluation Committee ranked and scored the proposals based on a 100 Point System; and

WHEREAS, Biltmore Construction Co. ("Biltmore") was the most responsive and responsible proposer with an average score of 92.48; and

WHEREAS, Staff has recommended that the City Council authorize the City Manager to negotiate and enter into an agreement with Biltmore, in an amount not to exceed \$49,280.00, for preconstruction services including value engineering, constructability reviews, and obtaining bids for construction services to deliver a Guaranteed Maximum Price ("GMP"); and

Res. No. 14-195 Page 3 of 3

The foregoing Resolution was offered by Councilmember Cabrera who moved its adoption. The motion was seconded by Vice Mayor Ruiz and upon being put to a vote, the vote was as follows:

Mayor Luigi Boria	Yes
Vice Mayor Sandra Ruiz	Yes
Councilman Pete Cabrera	Yes
Councilwoman Cristi Fraga	Yes
Councilwoman Ana Maria Rodriguez	Yes

PASSED AND ADOPTED this 10th day of December, 20

LUIC BORIA, MAYOR

ATTEST:

BARBARA HERRERA, CITY CLERK

APPROVED AS TO FORM AND LEGAL SUFFICIENCY FOR THE SOLE USE OF THE CITY OF DORAL.

WEISS, SEROTA, HELFMAN, COLE,

BIERMAN & POPOK, PL

CITY ATTORNEY

ATTACHMENT 4

CONSTRUCTION MANAGER'S GMP PROPOSAL FOR CLEARING, DE-MUCKING, AND SITE FILL WORK, SALARY AND WAGE SCHEDULE, AND ONSITE MANAGEMENT AND SUPERVISORY PERSONNEL

TABLE OF CONTENTS

- ❖ Article 1 Guaranteed Maximum Price (GMP) Proposal
- Guaranteed Maximum Price Breakdown
- Project Summary
- * Exhibit A Enumeration of Contract Documents
- ***** Exhibit B Assumptions and Clarifications
- ***** Exhibit C Construction Schedule
- ❖ Exhibit D − Alternate Prices

ARTICLE 1 - Guaranteed Maximum Price (GMP) Proposal

Biltmore Construction Co., Inc. proposes to complete the work, as described herein, for the Guaranteed Maximum Price (GMP) of Two Million Two Hundred Ninety Three Thousand One Hundred Seven Dollars and 00/100 (\$2,293,107.00).

This Price is for the performance of the Work as described herein and in accordance with the Contract Documents and Exhibits A through Exhibit D.

This Guaranteed Maximum Price (GMP) proposal must be accepted in writing by the Owner on or before <u>April</u> <u>1st, 2015</u>. After said date, this Guaranteed Maximum Price (GMP) proposal shall be null and void absent the express written acceptance by Biltmore Construction Co., Inc.

GUARANTEED MAXIMUM PRICE BREAKDOWN

Itemized Description of the Work	Amount
General Requirements	\$42,955
Site Work	\$1,766,314
Additional Fill Allowance	\$150,000
Site Electrical Set-up	\$8,500
Fill Placement Monitoring / Testing / Survey	\$50,000
Total Subcontractor Cost	\$2,017,769
CM Contingency (3% of Subcontracted Costs)	\$60,533
CM Personnel (Site Supervision, Project Management, Administration)	\$84,591
Subtotal	\$145,124
Total Construction Cost of Work	\$2,162,893
Liability Insurance (.92% of GMP)	\$21,097
OCP Insurance	\$1,200
Performance & Payment Bond (.86% of GMP)	\$19,721
Subtotal	\$42,018
Subtotal (before OH&P)	\$2,204,911
Overhead & Profit for Construction Phase (4%)	\$88,196
· ·	
Total Guaranteed Maximum Price (GMP) Proposal	\$2,293,107

PROJECT SUMMARY

Clear and grub entire site, excavate and remove from site all required organic material as indicated in the PSI Geotechnical report, provide and install, grade and compact suitable fill in all areas required by demucking process to existing ground elevation at south end of site, which is elevation +4.0. Remove fill in north part of site previously placed for building pad as indicated on the Boring Location Plan by PSI dated 6/26/2014 in the soil report. New structural fill will be placed in the building pad areas up to an elevation level with existing adjacent ground. Approximately Elevation +6.5. The remainder of site (north half) will be prepared by grading off to a level surface. All fill material will remain on site. Fill taken from building pad locations will be stockpiled on site for use in the development of the site in the construction phase. Provide and set up temporary construction office and construction traffic circulation, install all silt fence and construction entrances and sumps.

Note: we have included cost of \$103,659 in the de-mucking and filling line item to provide a compacted building pad for the Recreation Building in this phase of work, this pending permit approval of this work.

EXHIBIT A – Enumeration of Contract Documents

Contract Documents include: the Drawings, Specifications, Addenda (*Construction Documents*), the Agreement, General Conditions, Supplementary Conditions as expressly noted herein, and this Exhibit A, as well as the Guaranteed Maximum Price (GMP) Proposal in its entirety. This GMP Proposal is expressly recognized as a Contract Document inasmuch as it forms the basis upon which the Guaranteed Maximum Price is based. *As such, in the event there is any disagreement, conflict, or ambiguity between the GMP Proposal and any other Contract Document, the GMP Proposal shall govern.*

The Owner's issuance of any Notice to Proceed, Purchase Order, or any other written directive or instructions to proceed with the Work, after this signed GMP Proposal has been delivered by Biltmore to the Owner, shall constitute an express acceptance of the foregoing Enumeration of Contract Documents and the enforceability thereof.

Documents	
Civil sheets as prepared by Kimley Horn	
Dated 12-22-14 "95% Progress Set" as	
follows:	
CS	C-301
C-100	C-302
C-200	C-401
C-201	C-402
C-202	C-403
C-203	C-500
C-204	C-501
C-300	C-502
Kimley Horn Drainage Report dated August	
2014; Revised November 2014; 113 pages	
Geotechnical Report dated July 1 st , 2014,	
prepared by PSI	

EXHIBIT B– Assumptions and Clarifications

The Contract Documents are amended by Biltmore Construction Co., Inc. as follows:

- 1. Neither survey nor abatement of Asbestos Containing Material or any other hazardous or unsuitable material is included unless specifically noted as an item included in the Scope of Work.
- 2. No Plan Review Fees are included: Plan review is by Owner.
- 3. Builder's Risk Insurance Deductibles for wind, earthquake, hail or any other act of god perils not required for this scope of work
- 4. No Impact Fees are included.
- 5. No Dumping Fees for contaminated fill are included. A request for confirmation of Arsenic levels has been submitted and currently there are no testing confirmations of this item.
- 6. No Permit Fees are included. Permits are by Owner.
- 7. No Threshold Building Inspection cost is included. All threshold inspections, if required, shall be provided by the Owner.
- 8. Electrical power supply and connections performed by Duke Energy will be paid directly by Owner.
- 9. A separate site office for the Project Architect is not included.
- 10. Domestic water and electrical power consumption costs are included.
- 11. Warranties and Guarantees:
 - a. Biltmore Construction Co., Inc. to the Owner

Biltmore Construction Co., Inc. warrants to the Owner that the materials and workmanship furnished under this Contract will be of good quality and new unless otherwise required or permitted by the Construction/Contract Documents, that the Work will be free from defects not inherent in the quality required or permitted, and that the Work will conform with the requirements of the Construction/Contract Documents. Work not conforming to these requirements, may be considered defective. Biltmore Construction Co., Inc.'s warranty excludes remedy for damage or defect caused by insufficient maintenance, improper operation, or normal wear and tear under normal usage. The term and duration of this express warranty is one (1) year from the Date of Substantial Completion. The provisions herein shall not prevent the Owner from proceeding directly against the manufacturer and/or installer for such longer period of time as allowed by state statute.

b. Installer / Subcontractor Warranties and Guarantees

The Subcontractor shall warrant to the Owner and to Biltmore Construction Co., Inc. that all workmanship and materials are free from defects in installation. The express warranty/guarantee shall be consistent with the durations stipulated in the Construction/Contract Documents. The period customarily being one (1) year from the Date of Substantial Completion established in the Construction/Contract Documents.

Notwithstanding anything to the contrary, neither Biltmore Construction Co., Inc., nor its surety, nor the Subcontractor shall have any joint/several liability relating to, nor shall they be obligated to underwrite,

or in any way become guarantor(s) of any manufacturer's warranty/guaranty or product to the Owner. The Owner shall be provided with the "standard" manufacturer's warranty, and it shall satisfy the requirements under the Construction/Contract Documents relating thereto.

c. Manufacturer's Express Warranties / Guarantees

Biltmore Construction Co., Inc. shall collect and transmit to the Owner any and all standard manufacturer's warranties and standard manufacturer's guarantees specified in the Construction/Contract Documents. The obligation and liability of Biltmore Construction Co., Inc. and/or its surety is limited to the collection and proper transmittal of these warranties and guarantees to the Owner.

- 12. Special conditions relating to Owner purchased Contractor installed items and associated tax Exemption.
 - a. Notwithstanding any provision to the contrary, should the Owner elect to purchase items directly and avoid any sales taxes or other taxes, the Owner will defend, indemnify, and hold harmless Biltmore Construction Co., Inc. absolutely from and against any claim, audit, investigation, cost, or assertion of any kind made by, or on behalf of, the Florida Department of Revenue or other such agency that may arise during and / or subsequent to the completion of the project. Under no circumstances shall Biltmore Construction Co., Inc. or its subcontractors be liable for the sales taxes associated with the owner purchased items.
 - b. The public Owner will provide Biltmore and the vendor with an executed Certificate of Entitlement (COE). By rule, the COE must be attached to each Owner Direct Purchase Order (ODPO) and should also be attached to any / each change order issued to the ODPO (if applicable). The public Owner must issue a separate COE for EACH such purchase order/change order.

13. Property Insurance: Not Applicable

Biltmore Construction Co., Inc. shall purchase and maintain, until the date of Substantial Completion of this project, a Special Form (all "Risks of Physical Loss") Completed Value Builders Risk insurance policy in the amount of ______ which represents the total value of the Subcontracted Cost of Work—less the Landscaping Allowance, Site Construction, Materials Testing, and the Unforeseen Allowance work completed previously and including any subsequent modifications thereto, insuring the interests of the Owner, the Construction Manager, and Subcontractors in the Work under this contract.

All premiums cost related to this property insurance shall be considered as a Cost of the Work and not subject to mark up.

The following items are the responsibility of the Owner to assume or insure, and are not included in this GMP:

- a. Owner Purchased items relating to the project not included in the GMP Proposal.
- b. Property insurance coverage on existing buildings and/or contents.
- c. Property insurance coverage on the Work under this Contract after the date of Substantial Completion.
- d. Flood insurance coverage and/or risk of loss due to Flood.
- e. Deductibles for wind, hail, earthquake or act of god perils.

14. Subcontractor Payments:

Notwithstanding anything to the contrary, the Owner specifically acknowledges and agrees that the Construction Manager (Contractor) operates on a pay-when-paid basis with its subcontractors, and nothing contained herein or elsewhere shall be interpreted to require the Construction Manager and/or its Surety to remit any payment (including final payment) to subcontractors prior to the receipt of payment (including final) from the Owner.

EXHIBIT C – Construction Schedule

Subject to the ASSUMPTIONS AND CLARIFICATIONS contained herein, the anticipated construction period shall be __Seventy Five (75)_calendar days from the Notice to Proceed, written notification of approval of the City of Doral City Council and all required permits to achieve Substantial Completion. We anticipate the Start of Construction as _March 2nd, 2015_and Substantial Completion on May 16th, 2015_

Final Completion shall be within Fifteen (15) calendar days following the Date of Substantial Completion of the Work.

A preliminary schedule is included. A more detailed CPM Project Schedule will be provided in accordance with the requirements of the Agreement between the Owner and Biltmore Construction Co., Inc.

EXHIBIT D – Alternate Prices

DESCRIPTION	AMOUNT
De-Mucking add per yard	In Site Bids
De-Mucking credit per yard	In Site Bids
Imported Fill add per yard	In Site Bids
Imported Fill credit per yard	In Site Bids

NW 114th Ave Park - Doral FL, Demucking
Anticipated Contract Amount \$
Anticipated Duration in Months (Field Officiestimated Building Area 2,293,107 GMP 4 MO SF Anticipated Drawing Sheets Established Labor Burden SHTS 50.00%

2 Number of Floors LF Bldg Perim Length 600 LF Site Length 1233 LF Site Width 1 Spec Vols Avg Delivery Cost

CONSTRUCTION PHASE FEE								
DESCRIPTION	QUANTITY			UNIT \$		EXTENSION		TOTALS
PROJECT PERSONNEL								
Project Management	400	MH	\$	41.00	\$	16,400		
Labor taxes, insurance, etc.				50.00%	\$	8,200		
General Superintendent	80	MH	\$	55.00	\$	4,400		
Labor taxes, insurance, etc.				50.00%	\$	2,200		
Superintendent	400	MH	\$	49.00	\$	19,600		
Labor taxes, insurance, etc.				50.00%	\$	9,800		
Assistant Superintendent(s)	120	MH	\$	31.00	\$	3,720		
Labor taxes, insurance, etc.				70.00%	\$	2,604		
Safety Director	8	MH	\$	36.00	\$	288		
Labor taxes, insurance, etc.				50.00%	\$	144		
Project Engineer	_	МН	\$	20.00	\$	-		
Labor taxes, insurance, etc.				50.00%	\$	-		
MEP Coordinator	-	MH	\$	30.00	\$	-		
Labor taxes, insurance, etc.				50.00%	\$	-		
AE Coordinator	-		\$	30.00	\$	-		
Labor taxes, insurance, etc.				50.00%	\$	-		
Project Scheduler	-	MH	\$	30.00	\$	-		
Labor taxes, insurance, etc.				50.00%	\$	-		
Jobsite Clerical / Administration	-	МН	\$	18.00	\$	-		
Labor taxes, insurance, etc.				35.00%	\$	-		
Home Office Clerical / Administration	200	MH	\$	18.00	\$	3,600		
Labor taxes, insurance, etc.				35.00%	\$	1,260		
							\$	72,216
TRAVEL & LIVING EXPENSES	QUANTITY			UNIT \$		EXTENSION		TOTALS
Motel Rooms		NIGH	\$	200.00	\$	4.000		
Apartment Rental		MO	\$	1.000.00				
Apartment Furnishings	_	MO	\$	250.00	,	_		
Apartment Utilities	_	MO	\$	180.00	\$	_		
Pick-up Truck	3	_	\$	425.00	\$	1,275		
Rental Car		DAYS		75.00	\$	2,250		
Gasoline Expenses for Travel		GAL	\$	3.25	\$	2,600		
Mileage Reimbursement	-	MILE	\$	0.360	\$	-,555		
Travel Allowance	_	MO	\$	400.00	\$	_		
Burden on Travel Allowance		1	7	50.00%		_		
Per Diem	30	DAYS	\$	75.00	\$	2.250		
Air Fare	-	TRIP		150.00	\$	-		
Airport Parking Fees	_	TRIP	+	15.00	\$	-		
Turnpike & Expressway Tolls	_	TRIP		6.00	\$	-		
Meals	_	EA	\$	10.00	\$	-		
			Ψ	10.00	Ψ.		\$	12.375
							-	,
TOTAL CONSTRUCTION PHASE FEE							\$	84,591

CENERAL CONDITIONS (Cost of the Wo	aule)					
GENERAL CONDITIONS (Cost of the Wo	QUANTITY		UNIT \$		EXTENSION	TOTALS
Jobsite Office Trailer Rental		MO	\$ 575.00	\$	575	IUIALS
Jobsite Office Trailer Set-up & Tie Down		EA	\$ 700.00		700	
Jobsite Office Trailer Removal		EA	\$ 700.00		700	
Steps, Ramps & Decks		EA	\$ 750.00		1,500	
Jobsite Office Furniture		ls	\$ 650.00		650	
Storage Trailers	-	MO	\$ 150.00	\$	-	
Temporary Phone Service - Set-up Charge	2	EA	\$ 225.00	\$	450	
Temporary Phone Service - Field Office	1	MO	\$ 450.00		450	
Nextel Service	3	MO	\$ 180.00	\$	540	
Extra Telephone Lines	-	MO	\$ 100.00	\$	<u>-</u>	
Jobsite Computer	1	ls	\$ 1,200.00		1,200	
Jobsite Copier - Rental & Maintenance		MO	\$ 175.00		175	
Jobsite Fax Machine		MO	\$ 100.00		100	
Field Office Cleaning Service		MO	\$ 75.00		75	
Office Equipment & Supplies		MO	\$ 100.00		100	
Jobsite Postage	1	MO	\$ 80.00	\$	80	* 7.005
						\$ 7,295
BONDS & INSURANCE	QUANTITY		UNIT \$		EXTENSION	TOTALS
General Liability Insurance	\$ -		0.50%	6 \$	-	
Professional Liability Insurance	\$ -					
Builder's Risk Insurance	\$ -	1.0	0.48%	6 \$	-	
Deductible Allowance	<u>-</u>	LS	0.000			
Flood Insurance	\$ -		0.23%	6 \$	Not Applied blo	
Wind Deductible Buy-down	\$ -	LS	\$ -	· ·	Not Applicable	
DMS Building Permit State Fire Marshall Review	\$ - \$ -		0.25%	_	<u> </u>	
Performance & Payment Bonds	\$ -		0.25% #DIV/0!	0 \$	<u> </u>	
renormance & Fayment Bonds	φ -		#010/0!			\$ -
						y -
PROJECT CLEANING					4 000	
Clean-up Labor	80	MH	\$ 16.00		1,280	
Labor taxes, insurance, etc.	-	DULL	70.00%	_	Temp Labor	
Rubbish Removal / Dumpster		PULL	\$ 425.00 \$ 45.00		2,125	
Clean Roadways	200	IVITI	\$ 45.00 70.00%		9,000 6,300	
Labor taxes, insurance, etc. Final Cleaning Service			70.007	6 \$	0,300	
		CE.	¢ 0.30	9		
Final Cleaning Service	-	SF	\$ 0.30	\$	-	\$ 18.705
		SF		\$		\$ 18,705
PROJECT SAFETY & SECURITY	QUANTITY		UNIT \$		EXTENSION	\$ 18,705 TOTALS
PROJECT SAFETY & SECURITY First Aid & Safety Supplies	QUANTITY 2	MO	UNIT \$	\$	EXTENSION 120	
PROJECT SAFETY & SECURITY First Aid & Safety Supplies Safety Railings	QUANTITY 2	MO LF	UNIT \$ \$ 60.00 \$ 5.00	\$	EXTENSION	
PROJECT SAFETY & SECURITY First Aid & Safety Supplies Safety Railings Watchman Service	QUANTITY 2 0 0	MO LF HRS	UNIT \$ \$ 60.00 \$ 5.00 \$ 20.00	\$	EXTENSION 120	
PROJECT SAFETY & SECURITY First Aid & Safety Supplies Safety Railings Watchman Service Fire Extinguishers	QUANTITY 2 0 0 0 2.00	MO LF HRS EA	UNIT \$ \$ 60.00 \$ 5.00 \$ 20.00 \$ 80.00	\$ \$ \$ \$	EXTENSION 120	
PROJECT SAFETY & SECURITY First Aid & Safety Supplies Safety Railings Watchman Service Fire Extinguishers Fire Watchman	QUANTITY 2 0 0 0 2.00	MO LF HRS	UNIT \$ \$ 60.00 \$ 5.00 \$ 20.00 \$ 80.00 \$ 13.00	\$ \$ \$ \$	EXTENSION 120 160	
PROJECT SAFETY & SECURITY First Aid & Safety Supplies Safety Railings Watchman Service Fire Extinguishers Fire Watchman Labor taxes, insurance, etc.	QUANTITY 2 0 0 2.00 0	MO LF HRS EA MH	UNIT \$ \$ 60.00 \$ 5.00 \$ 20.00 \$ 80.00 \$ 13.00 70.00	\$ \$ \$ \$ \$	EXTENSION 120 160	
PROJECT SAFETY & SECURITY First Aid & Safety Supplies Safety Raillings Watchman Service Fire Extinguishers Fire Watchman Labor taxes, insurance, etc. Temporary Interior Partitions	QUANTITY 2 0 0 2.00 0 0 0 0 0 0 0 0 0 0 0 0 0 0	MO LF HRS EA MH	UNIT \$ \$ 60.00 \$ 5.00 \$ 20.00 \$ 80.00 \$ 13.00 70.00 \$ 15.00	\$ \$ \$ \$ \$ \$	EXTENSION 120 160	
PROJECT SAFETY & SECURITY First Aid & Safety Supplies Safety Railings Watchman Service Fire Extinguishers Fire Watchman Labor taxes, insurance, etc.	QUANTITY 2 0 0 2.00 0 0 0 0 0 0 0 0 0	MO LF HRS EA MH	UNIT \$ \$ 60.00 \$ 5.00 \$ 20.00 \$ 80.00 \$ 13.00 70.00 \$ 15.00	\$ \$ \$ \$ \$ \$ \$	EXTENSION 120 160	
PROJECT SAFETY & SECURITY First Aid & Safety Supplies Safety Railings Watchman Service Fire Extinguishers Fire Watchman Labor taxes, insurance, etc. Temporary Interior Partitions Weather Protection	QUANTITY 2 0 0 2.00 0 0 0 0 0 0 0 0 0	MO LF HRS EA MH	UNIT \$ \$ 60.00 \$ 5.00 \$ 20.00 \$ 80.00 \$ 13.00 70.009 \$ 15.00	\$ \$ \$ \$ \$ \$ \$ \$ \$	EXTENSION 120 160	
PROJECT SAFETY & SECURITY First Aid & Safety Supplies Safety Railings Watchman Service Fire Extinguishers Fire Watchman Labor taxes, insurance, etc. Temporary Interior Partitions Weather Protection Perimeter Fence Modification Allw.	QUANTITY 2 0 0 2.00 0 0 0 0 0 0 0 0 0	MO LF HRS EA MH LF MO LS	UNIT \$ \$ 60.00 \$ 5.00 \$ 20.00 \$ 80.00 \$ 13.00 70.00 \$ 15.00 \$ 15.00 \$ 5,000.00	\$ \$ \$ \$ \$ \$ \$ \$ \$	EXTENSION 120 160	
PROJECT SAFETY & SECURITY First Aid & Safety Supplies Safety Railings Watchman Service Fire Extinguishers Fire Watchman Labor taxes, insurance, etc. Temporary Interior Partitions Weather Protection Perimeter Fence Modification Allw. Fence - Privacy Mesh	QUANTITY 2 0 0 2.00 2.00 0 0 1	MO LF HRS EA MH LF MO LS LF	UNIT \$ \$ 60.00 \$ 5.00 \$ 20.00 \$ 80.00 \$ 13.00 70.00 \$ 15.00 \$ 1,000.00 \$ 3,000.00 \$ 3,000.00	\$ \$ \$ \$ \$ \$ \$ \$ \$ \$	EXTENSION 120 160 5,000	
PROJECT SAFETY & SECURITY First Aid & Safety Supplies Safety Railings Watchman Service Fire Extinguishers Fire Watchman Labor taxes, insurance, etc. Temporary Interior Partitions Weather Protection Perimeter Fence Modification Allw. Fence - Privacy Mesh Fence - Traffic Gates	QUANTITY 2 0 0 2.00 0 0 1	MO LF HRS EA MH LF MO LS LF EA	UNIT \$ \$ 60.00 \$ 5.00 \$ 20.00 \$ 80.00 \$ 13.00 \$ 15.00 \$ 15.00 \$ 3.00 \$ 3.00 \$ 3.00 \$ 3.00	\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	EXTENSION 120 160 5,000	
PROJECT SAFETY & SECURITY First Aid & Safety Supplies Safety Railings Watchman Service Fire Extinguishers Fire Watchman Labor taxes, insurance, etc. Temporary Interior Partitions Weather Protection Perimeter Fence Modification Allw. Fence - Privacy Mesh Fence - Traffic Gates Fence - Personnel Gates Pedestrian Walkway Fence Maintenance	QUANTITY 2 0 0 2.00 2.00 0 1 0 2	MO LF HRS EA MH LF MO LS LF EA EA LF	UNIT \$ \$ 60.00 \$ 5.00 \$ 20.00 \$ 80.00 \$ 13.00 70.00 \$ 15.00 \$ 1,000.00 \$ 3.00 \$ 300.00 \$ 350.00 \$ 150.00	\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	EXTENSION 120 160	
PROJECT SAFETY & SECURITY First Aid & Safety Supplies Safety Raillings Watchman Service Fire Extinguishers Fire Watchman Labor taxes, insurance, etc. Temporary Interior Partitions Weather Protection Perimeter Fence Modification Allw. Fence - Privacy Mesh Fence - Traffic Gates Fence - Personnel Gates Pedestrian Walkway	QUANTITY 2 0 0 2.00 0 0 1 1 0 2 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0	MO LF HRS EA MH LF MO LS LF EA EA LF	UNIT \$ \$ 60.00 \$ 5.00 \$ 20.00 \$ 80.00 \$ 13.00 70.00 \$ 15.00 \$ 3.00 \$ 3.00 \$ 300.00 \$ 155.00	\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	EXTENSION 120 160 5,000	
PROJECT SAFETY & SECURITY First Aid & Safety Supplies Safety Railings Watchman Service Fire Extinguishers Fire Watchman Labor taxes, insurance, etc. Temporary Interior Partitions Weather Protection Perimeter Fence Modification Allw. Fence - Privacy Mesh Fence - Traffic Gates Fence - Personnel Gates Pedestrian Walkway Fence Maintenance Plastic Mesh Fencing Security Signage	QUANTITY 2 0 0 2.00 0 0 1 1 0 2 0 2 50	MO LF HRS EA MH LF MO LS LF EA LF MO LF EA	UNIT \$ \$ 60.00 \$ 5.00 \$ 20.00 \$ 13.00 \$ 15.00 \$ 15.00 \$ 15.00 \$ 15.00 \$ 5.00 \$ 3.00 \$ 300.00 \$ 150.00 \$ 300.00	\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	EXTENSION 120 160 5,000 200	
PROJECT SAFETY & SECURITY First Aid & Safety Supplies Safety Railings Watchman Service Fire Extinguishers Fire Watchman Labor taxes, insurance, etc. Temporary Interior Partitions Weather Protection Perimeter Fence Modification Allw. Fence - Privacy Mesh Fence - Traffic Gates Fence - Personnel Gates Pedestrian Walkway Fence Maintenance Plastic Mesh Fencing Security Signage Traffic Control Signage	QUANTITY 2 0 0 2.00 0 0 1 0 2 0 0 50 0 0 0 0 0 0 0 0 0 0 0 0 0 0	MO LF HRS EA MH LF MO LS LF EA LF EA LF MO LF MO LF EA MO LF MO LF EA	UNIT \$ \$ 60.00 \$ 5.00 \$ 20.00 \$ 80.00 \$ 13.00 \$ 15.00 \$ 15.00 \$ 15.00 \$ 5,000.00 \$ 5,000.00 \$ 300.00 \$ 150.00 \$ 20.00 \$ 55.00 \$ 55.00 \$ 55.00 \$ 55.00 \$ 55.00	\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	EXTENSION 120 160	
PROJECT SAFETY & SECURITY First Aid & Safety Supplies Safety Railings Watchman Service Fire Extinguishers Fire Watchman Labor taxes, insurance, etc. Temporary Interior Partitions Weather Protection Perimeter Fence Modification Allw. Fence - Privacy Mesh Fence - Traffic Gates Fence - Personnel Gates Pedestrian Walkway Fence Maintenance Plastic Mesh Fencing Security Signage Traffic Control Signage Pedestrian Control Signage	QUANTITY 2 0 0 2.00 0 0 1 0 2 0 50 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0	MO LF HRS EA MH LF MO LS LF EA LF MO MO MO	UNIT \$ \$ 60.00 \$ 5.00 \$ 20.00 \$ 80.00 \$ 13.00 \$ 15.00 \$ 15.00 \$ 15.00 \$ 15.00 \$ 1,000.00 \$ 5,000.00 \$ 3.00 \$ 300.00 \$ 150.00 \$ 20.00 \$ 22.00 \$ 25.00	\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	EXTENSION 120 160 5,000 200 - 1,000	
PROJECT SAFETY & SECURITY First Aid & Safety Supplies Safety Railings Watchman Service Fire Extinguishers Fire Watchman Labor taxes, insurance, etc. Temporary Interior Partitions Weather Protection Perimeter Fence Modification Allw. Fence - Privacy Mesh Fence - Traffic Gates Fence - Personnel Gates Pedestrian Walkway Fence Maintenance Plastic Mesh Fencing Security Signage Traffic Control Signage Pedestrian Control Signage Project Sign	QUANTITY 2 0 0 2.00 0 0 1 1 0 2 0 50 0 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	MO LF HRS EA MH LF MO LS LF EA EA LF MO MO LF EA MO MO EA	UNIT \$ \$ 60.00 \$ 5.00 \$ 20.00 \$ 13.00 \$ 15.00 \$ 15.00 \$ 3.00 \$ 5,000.00 \$ 5,000.00 \$ 3.00 \$ 300.00 \$ 150.00 \$ 300.00 \$ 150.00 \$ 150.00 \$ 150.00 \$ 150.00 \$ 150.00 \$ 150.00 \$ 150.00 \$ 150.00 \$ 150.00 \$ 150.00 \$ 150.00 \$ 150.00 \$ 150.00 \$ 150.00 \$ 150.00 \$ 150.00 \$ 150.00 \$ 150.00	\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	EXTENSION 120 160 5,000 1,000	
PROJECT SAFETY & SECURITY First Aid & Safety Supplies Safety Railings Watchman Service Fire Extinguishers Fire Watchman Labor taxes, insurance, etc. Temporary Interior Partitions Weather Protection Perimeter Fence Modification Allw. Fence - Privacy Mesh Fence - Privacy Mesh Fence - Personnel Gates Pedestrian Walkway Fence Maintenance Plastic Mesh Fencing Security Signage Traffic Control Signage Pedestrian Control Signage Project Sign Worker Parking Expenses	QUANTITY 2 0 0 2.00 0 0 0 1 1 0 2 0 0 50 0 1 1 0 0 0 0 0 0 0 0 0 0 0 0 0	MO LF HRS EA MH LF MO LS LF EA LF MO LF EA MO MO EA MO	UNIT \$ \$ 60.00 \$ 5.00 \$ 20.00 \$ 88.00 \$ 13.00 70.00 \$ 15.00 \$ 3.00 \$ 5,000.00 \$ 5,000.00 \$ 150.00 \$ 300.00 \$ 55.00 \$ 20.00 \$ 25.00 \$ 20.00 \$ 25.00 \$ 25.00	\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	EXTENSION 120 160 5,000 200 - 1,000 - 1,200 - 1,200 - 1,200	
PROJECT SAFETY & SECURITY First Aid & Safety Supplies Safety Railings Watchman Service Fire Extinguishers Fire Watchman Labor taxes, insurance, etc. Temporary Interior Partitions Weather Protection Perimeter Fence Modification Allw. Fence - Privacy Mesh Fence - Traffic Gates Fence - Personnel Gates Pedestrian Walkway Fence Maintenance Plastic Mesh Fencing Security Signage Traffic Control Signage Pedestrian Control Signage Project Sign Worker Parking Expenses Jobsite Radios	QUANTITY 2 0 0 2.000 0 0 0 1 0 2 0 50 0 0 1 1 0 0 0 0 0 0 0 0 0 0 0 0 0	MO LF HRS EA MH LF MO LS LF EA LF EA LF MO LF EA MO MO MO MO	UNIT \$ \$ 60.00 \$ 5.00 \$ 20.00 \$ 13.00 \$ 15.00 \$ 15.00 \$ 15.00 \$ 15.00 \$ 15.00 \$ 5.00 \$ 3.00 \$ 300.00 \$ 55.00 \$ 55.00 \$ 150.00 \$ 150.00 \$ 150.00 \$ 150.00 \$ 150.00 \$ 150.00 \$ 150.00 \$ 150.00 \$ 150.00 \$ 150.00 \$ 150.00 \$ 100.00	\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	EXTENSION 120 160 5,000 200 - 1,000 - 1,200 - 1,200	
PROJECT SAFETY & SECURITY First Aid & Safety Supplies Safety Railings Watchman Service Fire Extinguishers Fire Watchman Labor taxes, insurance, etc. Temporary Interior Partitions Weather Protection Perimeter Fence Modification Allw. Fence - Privacy Mesh Fence - Privacy Mesh Fence - Personnel Gates Pedestrian Walkway Fence Maintenance Plastic Mesh Fencing Security Signage Traffic Control Signage Pedestrian Control Signage Project Sign Worker Parking Expenses	QUANTITY 2 0 0 2.000 0 0 0 1 0 2 0 50 0 0 1 1 0 0 0 0 0 0 0 0 0 0 0 0 0	MO LF HRS EA MH LF MO LS LF EA LF MO LF EA MO MO EA MO	UNIT \$ \$ 60.00 \$ 5.00 \$ 20.00 \$ 88.00 \$ 13.00 70.00 \$ 15.00 \$ 3.00 \$ 5,000.00 \$ 5,000.00 \$ 150.00 \$ 300.00 \$ 55.00 \$ 20.00 \$ 25.00 \$ 20.00 \$ 25.00 \$ 25.00	\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	EXTENSION 120 160 5,000 200 - 1,000 - 1,200 - 1,200 - 1,200	TOTALS
PROJECT SAFETY & SECURITY First Aid & Safety Supplies Safety Railings Watchman Service Fire Extinguishers Fire Watchman Labor taxes, insurance, etc. Temporary Interior Partitions Weather Protection Perimeter Fence Modification Allw. Fence - Privacy Mesh Fence - Traffic Gates Fence - Personnel Gates Pedestrian Walkway Fence Maintenance Plastic Mesh Fencing Security Signage Traffic Control Signage Pedestrian Control Signage Project Sign Worker Parking Expenses Jobsite Radios Tent for Meetings	QUANTITY 2 0 0 2.00 0 0 1 1 0 2 0 50 0 0 1 1 0 1 1 1 1 1 1 1 1 1 1 1 1	MO LF HRS EA MH LF MO LS LF EA LF EA LF MO LF EA MO MO MO MO	UNIT \$ \$ 60.00 \$ 5.00 \$ 20.00 \$ 80.00 \$ 13.00 \$ 15.00 \$ 15.00 \$ 15.00 \$ 15.00 \$ 5,000.00 \$ 5,000.00 \$ 20.00 \$ 150.00 \$ 150.00 \$ 150.00 \$ 150.00 \$ 150.00 \$ 150.00 \$ 150.00 \$ 150.00 \$ 150.00 \$ 150.00 \$ 150.00 \$ 150.00 \$ 150.00 \$ 150.00 \$ 150.00 \$ 150.00 \$ 150.00 \$ 150.00 \$ 150.00	\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	EXTENSION 120 160 5,000 1,000 - 1,200 - 1,200 - 2,500	TOTALS 10,180
PROJECT SAFETY & SECURITY First Aid & Safety Supplies Safety Railings Watchman Service Fire Extinguishers Fire Watchman Labor taxes, insurance, etc. Temporary Interior Partitions Weather Protection Perimeter Fence Modification Allw. Fence - Privacy Mesh Fence - Traffic Gates Fence - Personnel Gates Pedestrian Walkway Fence Maintenance Plastic Mesh Fencing Security Signage Traffic Control Signage Pedestrian Control Signage Project Sign Worker Parking Expenses Jobsite Radios Tent for Meetings	QUANTITY 2 0 0 2.00 2.00 0 1 0 2 2 0 50 0 1 1 0 1 0 1 0 0 1 0 0 1 0 0 0 0	MO LF HRS EA MH LF EA LF EA LF MO LF EA MO MO MO MO IS	UNIT \$ \$ 60.00 \$ 5.00 \$ 20.00 \$ 80.00 \$ 13.00 70.00 \$ 15.00 \$ 1,000.00 \$ 3.00 \$ 3.00 \$ 3.00 \$ 3.00 \$ 150.00 \$ 150.00 \$ 150.00 \$ 150.00 \$ 150.00 \$ 150.00 \$ 150.00 \$ 150.00 \$ 150.00 \$ 150.00 \$ 150.00 \$ 150.00 \$ 150.00 \$ 150.00	\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	EXTENSION 120 160 5,000 1,000 - 1,200 - 2,500 EXTENSION	TOTALS
PROJECT SAFETY & SECURITY First Aid & Safety Supplies Safety Railings Watchman Service Fire Extinguishers Fire Watchman Labor taxes, insurance, etc. Temporary Interior Partitions Weather Protection Perimeter Fence Modification Allw. Fence - Privacy Mesh Fence - Traffic Gates Fence - Personnel Gates Pedestrian Walkway Fence Maintenance Plastic Mesh Fencing Security Signage Traffic Control Signage Pedestrian Control Signage Pedestrian Control Signage Project Sign Worker Parking Expenses Jobsite Radios Tent for Meetings TEMPORARY UTILITIES & SANITATION Temporary Electrical Set-up w/ Pole & Met	QUANTITY 2 0 0 2.00 0 0 1 1 0 2 0 50 0 1 1 0 1 1 0 1 0 0 1 1 0 0 0 1 1 0 0 0 1 1 0 0 0 1 1 0 0 0 1 1 0 0 0 1 1 0 0 0 1 1	MO LF EA MH LF EA EA LF EA MO LF EA MO MO MO IS	UNIT \$ \$ 60.00 \$ 5.00 \$ 20.00 \$ 80.00 \$ 13.00 \$ 15.00 \$ 15.00 \$ 15.00 \$ 5,000.00 \$ 5,000.00 \$ 3.00 \$ 300.00 \$ 150.00 \$ 20.00 \$ 250.00 \$ 250.00 \$ 1,200.00 \$ 2550.00 \$ 1,200.00	\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	EXTENSION 120 160 5,000 200 1,000 1,200 2,500 EXTENSION In Electrical	TOTALS 10,180
PROJECT SAFETY & SECURITY First Aid & Safety Supplies Safety Railings Watchman Service Fire Extinguishers Fire Watchman Labor taxes, insurance, etc. Temporary Interior Partitions Weather Protection Perimeter Fence Modification Allw. Fence - Privacy Mesh Fence - Privacy Mesh Fence - Personnel Gates Fence - Personnel Gates Pedestrian Walkway Fence Maintenance Plastic Mesh Fencing Security Signage Traffic Control Signage Project Sign Worker Parking Expenses Jobsite Radios Tent for Meetings TEMPORARY UTILITIES & SANITATION Temporary Electrical Set-up w/ Pole & Met	QUANTITY 2 0 0 2.00 0 0 2.00 0 1 1 0 2 0 50 0 1 0 0 1 0 0 0 1 0 0 0 1 1 0 0 0 1 1 0 0 0 1 1 0 0 0 1 1 0 0 0 1 1 0 0 0 1 1 0 0 0 0 1	MO LF HRS EA MH LF EA LF EA LF EA MO MO MO MO Is	UNIT \$ \$ 60.00 \$ 5.00 \$ 20.00 \$ 13.00 \$ 15.00 \$ 15.00 \$ 15.00 \$ 15.00 \$ 5,000.00 \$ 5,000.00 \$ 300.00 \$ 150.00 \$ 150.00 \$ 150.00 \$ 20.00 \$ 25.00 \$ 20.00 \$ 25.00 \$ 25.00 \$ 25.00 \$ 25.00 \$ 300.00 \$ 300.00 \$ 300.00 \$ 300.00	\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	EXTENSION 120 160 5,000 1,000 - 1,200 - 2,500 EXTENSION	TOTALS 10,180
PROJECT SAFETY & SECURITY First Aid & Safety Supplies Safety Railings Watchman Service Fire Extinguishers Fire Watchman Labor taxes, insurance, etc. Temporary Interior Partitions Weather Protection Perimeter Fence Modification Allw. Fence - Privacy Mesh Fence - Privacy Mesh Fence - Personnel Gates Pedestrian Walkway Fence Maintenance Plastic Mesh Fencing Security Signage Traffic Control Signage Pedestrian Control Signage Pedestrian Control Signage Project Sign Worker Parking Expenses Jobsite Radios Tent for Meetings TEMPORARY UTILITIES & SANITATION Temporary Electrical Set-up w/ Pole & Met Temporary Electrical Consumption Early Permanent Power for A/C	QUANTITY 2 0 0 2.000 0 0 1 1 0 2 0 50 0 1 1 0 0 0 1 1 0 0 1 1 0 0 0 1 1 0 0 0 0 1 1 0	MO LF HRS EA MH LF EA LF EA LF EA MO MO MO Is	UNIT \$ \$ 60.00 \$ 5.00 \$ 20.00 \$ 80.00 \$ 13.00 70.00 \$ 15.00 \$ 1,000.00 \$ 5,000.00 \$ 300.00 \$ 150.00 \$ 250.00 \$ 250.00 \$ 250.00 \$ 250.00 \$ 250.00 \$ 250.00 \$ 300.00 \$ 300.00 \$ 300.00 \$ 300.00 \$ 300.00 \$ 300.00 \$ 300.00		EXTENSION 120 160 5,000 200 - 1,000 1,200 2,500 EXTENSION In Electrical 600	TOTALS 10,180
PROJECT SAFETY & SECURITY First Aid & Safety Supplies Safety Railings Watchman Service Fire Extinguishers Fire Watchman Labor taxes, insurance, etc. Temporary Interior Partitions Weather Protection Perimeter Fence Modification Allw. Fence - Privacy Mesh Fence - Privacy Mesh Fence - Personnel Gates Pedestrian Walkway Fence Maintenance Plastic Mesh Fencing Security Signage Traffic Control Signage Pedestrian Control Signage Pedestrian Control Signage Project Sign Worker Parking Expenses Jobsite Radios Tent for Meetings TEMPORARY UTILITIES & SANITATION Temporary Electrical Set-up w/ Pole & Met Temporary Electrical Consumption Early Permanent Power for A/C Temporary Lighting	QUANTITY 2 0 0 2.00 0 2.00 0 1	MO LF HRS EA MH LF EA LF EA LF MO LF EA MO MO MO MO MO MO MO MO MO	UNIT \$ \$ 60.00 \$ 5.00 \$ 20.00 \$ 80.00 \$ 13.00 70.00 \$ 15.00 \$ 1,000.00 \$ 3.00 \$ 3.00 \$ 3.00 \$ 150.00 \$ 150.00 \$ 150.00 \$ 150.00 \$ 150.00 \$ 100.00 \$ 2.00 \$ 250.00 \$ 250.00 \$ 250.00 \$ 150.00 \$ 16.67	\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	EXTENSION 120	TOTALS 10,180
PROJECT SAFETY & SECURITY First Aid & Safety Supplies Safety Railings Watchman Service Fire Extinguishers Fire Watchman Labor taxes, insurance, etc. Temporary Interior Partitions Weather Protection Perimeter Fence Modification Allw. Fence - Privacy Mesh Fence - Privacy Mesh Fence - Personnel Gates Pedestrian Walkway Fence Maintenance Plastic Mesh Fencing Security Signage Traffic Control Signage Pedestrian Control Signage Pedestrian Control Signage Project Sign Worker Parking Expenses Jobsite Radios Tent for Meetings TEMPORARY UTILITIES & SANITATION Temporary Electrical Set-up w/ Pole & Met Temporary Electrical Consumption Early Permanent Power for A/C Temporary Utilting Temporary Water Set-up w/ Meter	QUANTITY 2 0 0 2.00 0 0 0 1 1 0 2 0 0 50 0 1 1 0 0 1 1 0 1 0 1 0 1 0 1 0	MO LF HRS EA MH LF EA LF EA LF MO LF EA MO MO Is EA MO MO MO MO MO MO MO MO MO MO MO MO MO	UNIT \$ \$ 60.00 \$ 5.00 \$ 20.00 \$ 13.00 \$ 13.00 \$ 15.00 \$ 15.00 \$ 15.00 \$ 2.00 \$ 3.00 \$ 3.00 \$ 3.00 \$ 3.00 \$ 150.00 \$ 2.00 \$ 2.00 \$ 250.00 \$ 250.00 \$ 1250.00 \$ 150.00 \$ 3.00 \$ 3.00 \$ 150.00 \$ 150.00 \$ 150.00 \$ 150.00 \$ 150.00 \$ 2.00 \$ 150.00 \$ 150.00 \$ 2.00 \$ 150.00 \$ 150.00 \$ 150.00 \$ 150.00 \$ 150.00 \$ 150.00 \$ 150.00 \$ 150.00 \$ 150.00 \$ 150.00 \$ 150.00 \$ 150.00 \$ 150.00 \$ 150.00 \$ 150.00 \$ 150.00 \$ 150.00 \$ 150.00 \$ 150.00	\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	EXTENSION 120 160 5,000 1,000 1,200 2,500 EXTENSION In Electrical 600 50 2,000	TOTALS 10,180
PROJECT SAFETY & SECURITY First Aid & Safety Supplies Safety Railings Watchman Service Fire Extinguishers Fire Watchman Labor taxes, insurance, etc. Temporary Interior Partitions Weather Protection Perimeter Fence Modification Allw. Fence - Privacy Mesh Fence - Traffic Gates Fence - Personnel Gates Pedestrian Walkway Fence Maintenance Plastic Mesh Fencing Security Signage Traffic Control Signage Project Sign Worker Parking Expenses Jobsite Radios Tent for Meetings TEMPORARY UTILITIES & SANITATION Temporary Electrical Set-up w/ Pole & Met Temporary Lighting Temporary Water Set-up w/ Meter Temporary Water Set-up w/ Meter Temporary Water Consumption	QUANTITY 2 0 0 2.00 0 0 0 1 1 0 2 0 50 0 1 1 0 0 1 1 0 0 1 1 0 0 1 1 0 0 1 1 0 0 1 1 0 0 1 1 0 0 0 1 1 0 0 0 1 1 0 0 0 1 1 0 0 0 1 1 0 0 0 1 1 0 0 0 1 1 0 0 0 0 1 1 0 0 0 0 1 1 0 0 0 0 1 1 0 0 0 0 1 1 0 0 0 0 1 1 0 0 0 0 1 1 0 0 0 0 0 1 1 0 0 0 0 0 1 1 0 0 0 0 0 0 1 1 0	MO LF EA MH LF EA EA MO LF EA MO MO LF EA MO MO MO MO MO MO MO MO MO MO MO MO MO	UNIT \$ \$ 60.00 \$ 5.00 \$ 20.00 \$ 13.00 \$ 15.00 \$ 15.00 \$ 15.00 \$ 15.00 \$ 2.00 \$ 2.00 \$ 3.00 \$ 3.00 \$ 3.00 \$ 3.00 \$ 150.00 \$ 2.00 \$ 2.50 \$ 10.00 \$ 2.50 \$ 16.67 \$ 2.00 \$ 3.33333 \$ 16.67 \$ 2.00 \$ 2.00 \$ 2.00 \$ 3.33333	\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	EXTENSION 120	TOTALS 10,180
PROJECT SAFETY & SECURITY First Aid & Safety Supplies Safety Railings Watchman Service Fire Extinguishers Fire Watchman Labor taxes, insurance, etc. Temporary Interior Partitions Weather Protection Perimeter Fence Modification Allw. Fence - Privacy Mesh Fence - Privacy Mesh Fence - Personnel Gates Pedestrian Walkway Fence Maintenance Plastic Mesh Fencing Security Signage Traffic Control Signage Project Sign Worker Parking Expenses Jobsite Radios Tent for Meetings TEMPORARY UTILITIES & SANITATION Temporary Electrical Set-up w/ Pole & Met Temporary Lighting Temporary Under Consumption Early Permanent Power for A/C Temporary Water Consumption Water & Ice for Workers	QUANTITY 2 0 0 2.00 0 0 0 0 0 1 1 0 0 50 0 1 0 0 1 0 0 0 0 1 0 0 0 0 0 0	MO LF HRS EA MH LF EA EA LF EA MO LF EA MO MO MO MO MO MO MO MO MO MO MO MO MO	UNIT \$ \$ 60.00 \$ 5.00 \$ 20.00 \$ 13.00 \$ 15.00 \$ 15.00 \$ 15.00 \$ 15.00 \$ 5,000.00 \$ 5,000.00 \$ 300.00 \$ 150.00 \$ 20.00 \$ 25.00 \$ 20.00 \$ 25.00	\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	EXTENSION 120 160 5,000 200 - 1,000 - 1,200 - 2,500 EXTENSION In Electrical 600 - 50 2,000 400 400 150	TOTALS 10,180
PROJECT SAFETY & SECURITY First Aid & Safety Supplies Safety Railings Watchman Service Fire Extinguishers Fire Watchman Labor taxes, insurance, etc. Temporary Interior Partitions Weather Protection Perimeter Fence Modification Allw. Fence - Privacy Mesh Fence - Privacy Mesh Fence - Personnel Gates Pedestrian Walkway Fence Maintenance Plastic Mesh Fencing Security Signage Traffic Control Signage Pedestrian Control Signage Pedestrian Control Signage Project Sign Worker Parking Expenses Jobsite Radios Tent for Meetings TEMPORARY UTILITIES & SANITATION Temporary Electrical Set-up w/ Pole & Met Temporary Electrical Consumption Early Permanent Power for A/C Temporary Water Set-up w/ Meter Temporary Water Set-up w/ Meter Temporary Water Consumption Water & Ice for Workers Chemical Toilets	QUANTITY 2 0 0 2.000 0 0 0 0 0 1 0 0 0 0 1 1 0 0 1 1 0 0 1 1 0 0 1 1 2 0 0 3 1 1 2 2 2 3	MO LF HRS EA MH LF EA EA MO MO MO MO MO MO MO MO MO MO MO MO MO	UNIT \$ \$ 60.00 \$ 5.00 \$ 20.00 \$ 13.00 70.00 \$ 15.00 \$ 15.00 \$ 3.00 \$ 15.00 \$ 2.00 \$ 15.00 \$ 3.00 \$ 3.00 \$ 3.00 \$ 150.00 \$ 150.00 \$ 150.00 \$ 150.00 \$ 150.00 \$ 150.00 \$ 150.00 \$ 150.00 \$ 100.00	\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	EXTENSION 120	TOTALS 10,180
PROJECT SAFETY & SECURITY First Aid & Safety Supplies Safety Railings Watchman Service Fire Extinguishers Fire Watchman Labor taxes, insurance, etc. Temporary Interior Partitions Weather Protection Perimeter Fence Modification Allw. Fence - Privacy Mesh Fence - Privacy Mesh Fence - Personnel Gates Fence - Personnel Gates Fence Maintenance Plastic Mesh Fencing Security Signage Traffic Control Signage Project Sign Worker Parking Expenses Jobsite Radios Tent for Meetings TEMPORARY UTILITIES & SANITATION Temporary Electrical Set-up w/ Pole & Met Temporary Lighting Temporary Water Consumption Water & Ice for Workers	QUANTITY 2 0 0 2.000 0 0 0 0 0 1 0 0 0 0 1 1 0 0 1 1 0 0 1 1 0 0 1 1 2 0 0 3 1 1 2 2 2 3	MO LF HRS EA MH LF EA EA LF EA MO LF EA MO MO MO MO MO MO MO MO MO MO MO MO MO	UNIT \$ \$ 60.00 \$ 5.00 \$ 20.00 \$ 13.00 \$ 15.00 \$ 15.00 \$ 15.00 \$ 15.00 \$ 5,000.00 \$ 5,000.00 \$ 300.00 \$ 150.00 \$ 20.00 \$ 25.00 \$ 20.00 \$ 25.00	\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	EXTENSION 120 160 5,000 200 - 1,000 - 1,200 - 2,500 EXTENSION In Electrical 600 - 50 2,000 400 400 150	TOTALS 10,180

FIELD ENGINEERING & QUALITY CONT Survey - Elevations	1.00	Is			\$	_	in GM	P summary
As-built Survey	1.00		\$	500.00	\$	500	III OW	Summary
Layout Labor / Carpentry	1.00	MH	\$	13.50	\$	-		
Labor taxes, insurance, etc.		10111	Ψ	70.00%	\$	-		
Layout Supplies	0	MO	\$	10.00	\$			
Proctor Tests	10.00		Ψ	10.00	\$	_	in GM	P summary
Field Density Tests	100.00				\$	_		P summary
Concrete Cylinder Sets	-	SETS	\$	80.00	\$		III OW	- Summary
Special Testing		LS	Ψ	00.00	\$	_		
oposiai i osiiiig					Ψ.		\$	500
JOBSITE DOCUMENTATION	QUANTITY			UNIT \$		EXTENSION	•	TOTALS
Aerial Photographs	3	MO	\$	90.00	\$	270		
Jobsite Digital Camera		MO	\$	20.00	\$			
Documentation Photographs		MO	\$	25.00	\$	-		
As-built Drawing CAD File Expense		EA	\$	1,000.00	\$	_		
As-built Drawing Reproduction	-	EA	\$	2.00	\$	-		
Schedule Update Supplies	0	MO	\$	10.00	\$	_		
Extra Plans & Specifications for Constructi		SETS		75.00	\$	300		
Shop Drawing & Submittal Reproduction	-	EA	\$	0.50	\$	-		
Website Service	0	MO	\$	200.00	\$	_		
77030.10 00.1100			*	200.00	Ť		\$	570
JOBSITE EQUIPMENT								
Small Tools		MO	\$	450.00	\$	1,350		
Backhoe/Loader		MO	\$	1,000.00	\$	-		
Hoisting Equipment - Fork Lift		MO	\$	5,000.00	\$	-		
Hoisting Equipment - Hydraulic Crane		MO	\$	7,000.00	\$	-		
Hoisting Equipment - Friction Crane		MO	\$	12,000.00	\$	-		
Hoisting Equipment - Operator		MH	\$	22.00	\$	-		
Labor taxes, insurance, etc.	0			70.00%		-		
Personnel Hoist		MH	\$	10,000.00	\$	-		
Scaffolding	0	MO	\$	1,000.00	\$	-		
							\$	1,350
BIDDING EXPENSES	QUANTITY			UNIT \$		EXTENSION		TOTALS
Bid Advertisements		DAYS		300.00		e-Construction		
Bid Package Preparation	0	МН	\$	15.00		e-Construction		
Labor taxes, insurance, etc.				35.00%		e-Construction		
Bid Document Reproduction		SETS		67.00		e-Construction		
Bid Document Postage & Delivery	0	SETS	\$	25.00	Pr	e-Construction		
							\$	-
LABOR BURDEN	\$ 30,508							
Automatic Labor Burden	,							
Calculated Labor Burden								
TOTAL GENERAL CONDITIONS (COST	OF WORK)				\$	42,955	\$	42,95
TOTAL CONSTRUCTION PHASE FEE							\$	84,59
TOTAL CONCINCOTION FINAL FEE							Ψ	04,33
TOTAL CONSTRUCTION PHASE FEE &	OFNEDAL CON	DITIO					\$	127,546

ATTACHMENT 5 PROJECT SCHEDULE

)	0	Task Mode	Task Name	Duration	Start	Finish	Predecessors	18, ' Feb 22, ' Mar 29, May 3, ' Jun 7, ' 1 2 17 4 19 3 18 3 18 2 17 2
1		-5	NW 114th Ave Park	316.85 days	Thu 1/22/15	Fri 4/8/16		
2		-	Phase 1	117 days	Thu 1/22/15	Fri 7/3/15		
3		-5	Preconstruction	27 days	Thu 1/22/15	Fri 2/27/15		
4		-5	Permiting	27 days	Thu 1/22/15	Fri 2/27/15		
5		-5	Site Visit w/ Bidders	0 days	Thu 1/22/15	Thu 1/22/15		1/22
6		-	Phase 1 Bidding	10 days	Thu 1/22/15	Wed 2/4/15	5	
7	-	-5	Phase 1 Preliminary GMP	0 days	Mon 2/2/15	Mon 2/2/15		2/2
8		-5	Phase 1 Bids Due	0 days	Thu 2/5/15	Thu 2/5/15		♦ 2/5
9		-5	City Council Meeting	0 days	Wed 2/11/15	Wed 2/11/15		◆ 2/11
10		-5	Clearing & De-Mucking	90 days	Mon 3/2/15	Fri 7/3/15	4	
11		-5	Mobilization	3 days	Mon 3/2/15	Wed 3/4/15		
12		-5	Survey & Layout	3 days	Mon 3/2/15	Wed 3/4/15	11SS	
13		-5	Erosion Control	5 days	Wed 3/4/15	Tue 3/10/15	12SS+2 days	
14		-5	Entrances & Haul Roads	10 days	Fri 3/6/15	Fri 3/20/15	13FS-50%	
15		-5	Clearing & Grubbing	30 days	Fri 3/13/15	Fri 4/24/15	14FS-50%	
16		-5	Grade & Compact Staging Area	15 days	Fri 3/13/15	Fri 4/3/15	15SS	
17		-5	Removal of Unsuitable Material	45 days	Wed 3/18/15	Wed 5/20/15	15SS+3 days	
18		-5	Import of New Fill	45 days	Wed 4/1/15	Wed 6/3/15	17SS+10 days	
19		-5	Earthwork & Site Grading	45 days	Mon 5/4/15	Fri 7/3/15	18FS-50%	
20		-5	Building Pad	15 days	Fri 3/13/15	Fri 4/3/15	15SS	
21		-5	Phase 2	316.85 days	Thu 1/22/15	Fri 4/8/16		

Page 1

ATTACHMENT 6 SCHEDULE OF VALUES

	City of Doral, Florida NW 114th Avenue Park											DATE:	968-0 04/01 03/31 1-096	1/15 1/15		
Α	В		С		D		E	F			G			Н		1
ITEM	DESCRIPTION OF WORK		SCHEDULED		<u> </u>			MATER	IALS		TOTAL	%		BALANCE	RI	TAINAGE
NO.			VALUE		ROM PREVIOUS APPLICATION		THIS PERIOD	PRESEN STOR (NOT	NTLY ED		COMPLETED IND STORED TO DATE	(G/C)		TO FINISH (C-G)		
Adminis	stration - Biltmore Construction	Co.,	Inc.					,								
1000	Liability Insurance Premium	\$	21,097.00	\$	-	\$	-	\$	-	\$	-		\$	21,097.00	\$	=
1005	Performance and Payment Bonds	\$	19,721.00	\$	-	\$	-	\$	-	\$	-		\$	19,721.00	\$	=
1010	General Conditions	\$	42,955.00	\$	-	\$	-	\$	-	\$	-		\$	42,955.00	\$	-
1015	OCP Insurance	\$	1,200.00	•	-	\$	-	\$	-	\$	-		\$	1,200.00	\$	-
	CM Supervision and Administrative Personnel	\$	84,591.00	_	-	\$	-	\$	-	\$	-		\$	84,591.00	\$	-
	Plan Review/Permits (By Owner)	\$	1	\$	-	\$	-	\$	-	\$	-		\$	-	\$	-
	CM Contingency	\$	60,533.00	\$	-	\$	-	\$	-	\$	-		\$	60,533.00	\$	-
	Project Buyout Savings	\$	-	\$	-	\$	-	\$	-	\$	-		\$	-	\$	-
	Owner Contingency	\$	-	\$	-	\$	-	\$	-	\$	-		\$	-	\$	-
	Construction Management Fee	\$	88,196.00	\$	-	\$	-	\$	-	\$	-		\$	88,196.00	\$	-
	Preconstruction Services Fee	\$	-	\$	-	\$	-	\$	-	\$	-		\$	-	\$	-
1055	Final Construction Cleaning	\$	-	\$	-	\$	-	\$	-	\$	-		\$	-	\$	-
	Additional Fill Allowance	\$	150,000.00		-	\$	-	\$	-	\$	-		\$	150,000.00	\$	-
1065	Site Electrical Set-up	\$	8,500.00		-	\$	-	\$	-	\$	-		\$	8,500.00	\$	-
1070	Fill Placement Monitoring / Testing / Survey	\$	50,000.00	\$	-	\$	-	\$	-	\$	-		\$	50,000.00	\$	-
Adminis	stration Subtotal	\$	526,793.00	\$		\$	-	\$	-	\$	-		\$	526,793.00	\$	-
			·											·		
Site Wo	rk															
2000	Mobilization	\$	2,910.00	\$	-	\$	-	\$	-	\$	-		\$	2,910.00	\$	-
2002	Silt Fence	\$	15,625.00	\$	-	\$	-	\$	-	\$	-		\$	15,625.00	\$	-
2003	Construction Entrances	\$	10,463.00	\$	-	\$	-	\$	-	\$	-		\$	10,463.00	\$	-
2004	Clearing & Grubbing	\$	59,014.00	\$	-	\$	-	\$	-	\$	-		\$	59,014.00	\$	-
2005	Removal of Unsuitable Mat	\$	699,390.00	\$	-	\$	-	\$	-	\$	-		\$	699,390.00	\$	-
	Import New Fill	\$	808,141.00	\$	-	\$	-	\$	-	\$	_		\$	808,141.00	\$	-
2007	Grading Staging Area	\$	6,422.00	\$	-	\$	-	\$	-	\$	_		\$	6,422.00	\$	-
	Earthwork & Balance	\$	40,254.00	\$	-	\$	-	\$	-	\$	-		\$	40,254.00	\$	-
2009	Dust Control & Street Clean	\$	8,636.00	\$	-	\$	-	\$	-	\$	-		\$	8,636.00	\$	-
2010	P&P Bond	\$	11,800.00	\$	-	\$	-	\$	-	\$	-		\$	11,800.00	\$	-
2011	Building Pad Allowance	\$	103,659.00	\$	-	\$	-	\$	-	\$	-		\$	103,659.00	\$	-
	-															
Sitowor	k Subtotal	\$	1,766,314.00	\$	-	\$		\$	-	\$	-		\$	1,766,314.00	\$	-
Sitewor	n Gustotai	ψ	1,700,314.00	۰	-	Ψ	-	Ψ	-	Ψ	<u>-</u>		Ψ	1,100,314.00	Ψ	-
	PROJECT TOTALS	\$	2,293,107.00	\$	-	\$	-	\$	-	\$	-		\$ 2	2,293,107.00	\$	-

ATTACHMENT 7 OWNER DIRECT PURCHASES

SUPPLEMENTARY CONDITIONS PROVISIONS FOR TAX EXEMPT TRANSACTIONS/DIRECT MATERIALS PURCHASING FOR CONSTRUCTION MANAGER AT-RISK AGREEMENT FOR NW 114TH AVENUE PARK

These Supplementary Conditions are in addition to those set forth in general conditions of the of the Construction Management At-Risk Services Agreement by and between the City of Doral (the "City") and Biltmore Construction (the "CM"), dated ______ (the "Agreement") are incorporated therein and made a part hereof by this reference. To extent these Supplementary Conditions are in direct conflict with any other the particular provision of the Agreement, these Supplementary Conditions shall prevail and be used. References to the "Project" as stated herein shall refer to the

- 1. Provisions for administration of tax exempt transactions for direct materials purchasing by City of Doral are authorized pursuant to Section 212.08(6), Florida Statutes, Department of Revenue Rule 12A-1.094, Florida Administrative Code, and Section 2-323 of the City of Doral Code of Ordinance.
- 2. City, being exempt from sales tax pursuant to the authority set forth above, reserves the right to make direct purchases of certain materials to be incorporated into the construction of the Project by the CM and its Subcontractors. The direct purchase by City of materials to be implemented for the Project and the amount of such direct purchases shall be at the sole discretion of City and as further set forth herein. The CM agrees to the reasonableness of terms and conditions set forth herein for tax exempt transactions/direct materials purchasing by City. Any products, materials, supplies or equipment included in the GMP Amount to be directly purchased by City shall be referred to as City-Purchased Materials and shall be governed by the terms and conditions of the Contract Documents and these Supplementary Conditions. The CM and its Subcontractors shall include the terms and conditions of these Supplementary Conditions in all contracts related to materials directly purchased by City. The CM shall remain responsible for the purchase of all materials not the subject of sales tax recovery, including payment of all sales tax associated therewith.
- 3. The CM's Guaranteed Maximum Price (the "GMP") Proposal and all Subcontractor bid amounts included therein shall include all applicable Florida State sales and other taxes and any and all associated and necessary costs for all products materials supplies and equipment required to complete the Work set forth in the Construction Documents as if all such items were being purchased by the CM.
- 4. The approved GMP Amendment indicates the amount of negotiated sales tax recovery in the form of a Guaranteed Sales Tax Recovery Amount equivalent to

the applicable sales tax that would otherwise be required to be paid if the CM were purchasing the materials. All Guaranteed Sales Tax Recovery Amounts and City-Purchased Materials Amounts shall be calculated based on the applicable sales tax rate. City will not be required to purchase materials exceeding the City-Purchased Materials Amount.

- 5. The approved GMP Amendment shall indicate whether the GMP Amount includes the sales tax corresponding to the Guaranteed Sales Tax Recovery Amount. The determination of whether or not to include the sales tax in the GMP Amount shall be at the sole discretion of City. If the sales tax corresponding to the Guaranteed Sales Tax Recovery Amount has not already been deducted from the approved GMP Amount, the GMP Amount will be adjusted by credit Change Order to deduct from the GMP Amount the Guaranteed Sales Tax Recovery Amount. Such deductive Change Orders may be processed as an initial Change Order or as subsequently processed Change Order(s) at such later time as deemed appropriate by the City prior to Final Completion of the Project. The CM agrees to deductive Change Orders for Guaranteed Sales Tax Recovery Amounts.
- Once established, the Guaranteed Sales Tax Recovery Amount shall not be subject to reduction, it being understood that City is entitled to the full amount of such sales tax recovery, notwithstanding the actual amount of materials purchased by City for the Project.
- 7. The CM agrees that the portion of the GMP Amount anticipated for City-Purchased Materials Amount shall not be encumbered under the City purchase order for the GM and shall be used by City to purchase certain materials for the Project. Should it be deemed appropriate by City, the CM agrees to deductive Change Orders for the City-Purchased Materials Amounts.
- 8. The CM agrees to submit Purchase Order Requests for materials, products and equipment purchases to City as set forth herein for the full amount of the City-Purchased Materials Amount. If the amount of all materials actually purchased by City is less than the City-Purchased Materials Amount, the difference shall be encumbered under the City's purchase order for the CM. If the GMP Amount had already been adjusted by initial credit Change Order for the City Purchased Materials Amount prior to the purchase of the materials, such difference shall be returned to the GMP Amount by additive Change Order or contingency adjustment. The CM may submit its requisition for payment in the amount of such difference only after all materials purchases purchased have been fully completed and the associated deductive Change Order or contingency adjustment for the City-Purchased Materials Amount has been approved by the City. The CM shall not be entitled to any refund of the Guaranteed Sales Tax Savings due to the amount of materials actually purchased by City being less than the City-Purchased Materials Amount, unless the CM can show that it was

- unable to achieve the City-Purchased Materials Amount for reasons or causes solely attributable to actions or inactions of the City.
- 9. The CM agrees that the sole purpose for uses of portions of the GMP Amount or deductive Change Orders for City-Purchased Materials, is to facilitate purchasing of materials by City for the Project without payment of sales tax. With the exception of the requirements of law for qualification of City purchases of materials to be exempt from payment of sales tax, the CM shall remain fully responsible for the performance of all Work required to construct the Project as set forth in the Contract Documents and GMP Amendment, inclusive of all labor, products, materials and equipment, whether purchased by City or the CM. The CM shall be responsible for the timely and proper submission of all deductive Change Orders related to City-Purchased Materials, including allowance of sufficient time for their processing and approval by City.
- 10. Upon mutual agreement between the CM and City, the City-Purchased Materials Amount may be increased beyond that initially established in the approved GMP Amendment. Any subsequent City-Purchased Materials shall conform to the requirements set forth herein for initially established City-Purchased Materials and the CM agrees to appropriate deductive Change Orders for the additional Guaranteed Sales Tax Savings corresponding to the increase in City-Purchased Materials Amount.
- 11. The CM and Subcontractor shall be responsible for selecting all suppliers, vendors and materialmen (collectively referred to herein as "Vendors") for all City-Purchased Materials, as necessary for the performance of the Work. The CM and Subcontractors shall include the provisions of the Agreement the Contract for Construction and any Supplementary Conditions in the terms and conditions of all Vendor Agreements and Purchase Order Requests for City-Purchased Materials.
- 12. The CM shall advise City of any proposed Vendors it has selected no less than ten (10) business days prior to the time the CM submits any Purchase Order Request for any proposed Vendor. If any of CM's proposed Vendors are not active Vendors with City, the CM shall be responsible for ensuring that those Vendors are established as active Vendors with City prior to submission of any Purchase Order Requests to City for those Vendors. If any Vendor applications for CM or Subcontractors' proposed Vendors are incomplete or unacceptable, shall be responsible for having such deficiencies rectified or selecting other Vendors without any delay to the Project and without any increase in the GMP Amount.
- 13. As the CM and Subcontractors determine that City-Purchased Materials need to be ordered, the CM shall prepare and submit to City a standard Purchase Order Request, in the form set forth by City, to specifically identify the products, materials and equipment to be purchased by City for the project. Such Purchase Order Requests and associated invoices shall not include materials

for any other Projects under any other Contracts or other GMP Amendments. Each Purchase Order Request shall be prepared by each Subcontractor and be approved by the CM and Subcontractor prior to submission to City. Each Purchase Order Request shall include, but not be limited to the following:

- a. The name, address, telephone number, contact person and City Vendor Number, if applicable, for the material supplier;
- b. Manufacturer or brand, model or specification number of the item;
- c. Quantity needed as estimated by Subcontractor;
- d. The price quoted by the Vendor for the materials identified therein;
- e. The applicable sales tax associated with such quote (as if not tax exempt); and
- f. Delivery dates as established by Subcontractor.
- 14. Purchase Order Requests shall include reference to any terms and conditions which have been negotiated with the Vendor (i.e. payment terms, warranties, etc.). All Purchase Order Requests are to be submitted to City along with a copy of the Vendor's quotation, no less than 15 business days prior to the date required for ordering the materials. Purchase Order Requests shall not be in amounts less than \$10,000.00, unless otherwise authorized in writing by City. The CM shall provide written notice to City at the time the last Purchase Order Request for City-Purchased Materials is submitted.
- 15. After receipt of the Purchase Order Request City shall prepare its Purchase Orders for equipment materials or supplies Pursuant to the Purchase Order the Vendor will provide the required quantities of products materials and equipment at the price established in the Vendor's quote to the Subcontractor less any sales tax Upon receipt of each Purchase Order the Subcontractor through the Construction Manager, shall verify the terms and conditions of the Purchase Order and advise City of any discrepancies no later than three (3) business days after receipt. A City staff member shall be the approving authority for City on Purchase Orders for all City-Purchased Materials. The Purchase Order shall also require the delivery of City-Purchased Materials on the delivery date(s) provided by the Subcontractor in the Purchase Order Request and shall indicate F.O.B. the place of destination, which is defined as the Project site. City Purchase Orders shall contain, or be accompanied by, City exemption certificate and must include City name, address, and exemption number with issue and expiration date shown.
- 16. The CM through its Subcontractors shall be fully responsible for all matters relating to City-Purchased Materials in accordance with these procedures, including but not limited to timely delivery and receipt of all City-Purchased Materials, verifying correct quantities, verifying documentation or orders in a timely manner, coordinating purchases, providing and obtaining all warranties and guarantees required by the Contract Documents, inspection and acceptance of goods at the time of delivery, and loss or damage to equipment

and materials following delivery to the site due to the negligence of the CM or any of its Subcontractors. The CM and/or Subcontractor shall coordinate delivery schedules, sequence of delivery, loading orientation, and other arrangements normally required by the Subcontractor for the particular materials furnished. The CM and/or Subcontractor shall provide all services required for the unloading, handling and storage of materials through installation. The CM and Subcontractor agree to indemnify and hold harmless City from any and all claims of whatever nature resulting from nonpayment of goods to Vendors arising from the actions or directions of CM or Subcontractor.

- 17. As City-Purchased Materials are delivered to the Project site, the Construction Manager through its Subcontractors, shall visually inspect all shipments from the Vendors, and approve the Vendor's invoice for materials delivered. The Subcontractors shall assure that each delivery is accompanied by documentation adequate to identify the Purchase Order against which the purchase is made. This documentation shall consist of a delivery ticket and an invoice from the Vendor confirming the Purchase Order, together with such additional information as City or CM may require. The Subcontractors will verify, in writing, the accuracy of the delivery ticket.
- 18. On a weekly basis, Subcontractors shall be required to review invoices submitted by all Vendors of City-Purchased Materials delivered to the Project site during that week and either concur or object to City issuance of payment to the Vendors, based upon Subcontractors' records of materials delivered to the site and any defects in such materials. The Subcontractor will then forward the invoice to the CM for its review and approval prior to submission to City. All Vendor invoices shall be stamped "Approved For Payment" and be signed by the CM and Subcontractors prior to submission to City for payment processing. The CM shall notify City in writing in a timely manner such that City can, at its option, visit the site to verify and audit the accuracy of the CM and Subcontractors' representation that the City Purchased Materials indicated in the invoice, delivery ticket or bill of lading were actually delivered to and are present on the Project site.
- 19. Vendor invoices shall be submitted to City weekly and be accompanied by the aforementioned delivery documentation and a listing of all City-Purchased Materials that have been delivered to date in a format acceptable to City will process the Vendor invoices and checks will be released delivered and remitted directly to the Vendors in the manner as all other City Vendor invoices are processed pursuant to applicable Florida Law Construction Manager shall provide written notice to City when all purchases and invoicing have been fully completed for each Purchase Order. The CM shall provide written confirmation from all Vendors confirming that all materials were ordered, delivered and invoiced as set forth in the Vendor's purchase order including confirmation of any portion of the materials and corresponding dollar amount not to be ordered, delivered and invoiced for the Project.

- 20. The CM and its Subcontractors shall be responsible for City-Purchased Materials being in conformance with the Contract and Construction Documents. All shop drawings and submittals shall be made by the Subcontractors, through the CM, in accordance with the Contract Documents for all City-Purchased Materials. CM and Subcontractor shall determine prior to incorporation into the Work if such materials are patently defective, and whether such materials are identical to the materials ordered and match the description on the bill of lading. If the CM or Subcontractor discovers defects or non-conformities in City-Purchased Materials, upon such visual inspection, the CM or Subcontractor shall not utilize such non-conforming or defective materials in the Work and instead shall promptly notify the Vendor, in writing, of the defective or non-conforming condition in order to pursue repair or replacement of those materials without any delay or interruption to the Project. Additionally, the Subcontractor shall notify City, in writing, through the Contractor-Construction Manager of such occurrence. If the Subcontractor fails to perform such inspection, and otherwise incorporates City-Purchased Materials, the condition of which it either knew about or should have known about by performance of an inspection, CM and Subcontractor shall promptly take action to remedy the defect or non-conformity so as not to delay the Work.
- 21. The CM and Subcontractor shall maintain detailed records of all City-Purchased Materials delivered to the site in a format acceptable to City including all City-Purchased Materials delivered into the Subcontractor's possession and portions of all such materials which have been incorporated into the work.
- 22. Each monthly Requisition for Payment shall clearly differentiate between and shall separately show amounts CM is requesting for payment for Work in place, all City-Purchased Materials Amounts established in the approved GMP and amounts of all City-Purchased Materials delivered to the Project site. If any City-Purchased Materials represented in the Requisition for Payment as having been delivered to the site are found not to be present on the site, City reserves the right to deduct amounts from the Payment Requisition as appropriate to protect the City. Retainage shall not be withheld for City Purchased Materials.
- 23. After all Purchase Order Requests and associated invoices for payment for City-Purchases Materials have been finalized a deductive Change Order or contingency adjustment for City-Purchased Materials may be processed if deemed appropriate and at the sole discretion of the City The Construction Manager shall provide a full final accounting and reconciliation of all City-Purchased Materials actual processed for the Project.
- 24. The CM and Subcontractor shall be responsible for all warranty and guarantee obligations set forth in the Contract Documents for the Project for all materials and products incorporated therein, including all City-Purchased Materials. All

- repairs, maintenance or damage repair calls related to City-Purchased Materials shall be forwarded to the Subcontractor for resolution with the appropriate supplier or Vendor.
- 25. The City shall be deemed to take title for City-Purchased Materials from the Vendor at the time of delivery to the Project site and approval by the CM and Subcontractor. The transfer of the possession of City-Purchased Materials from the City to the CM and Subcontractor shall constitute a bailment for mutual benefit of City and the CM and Subcontractor. City shall be considered the bailor and the CM and Subcontractor the bailee of the City-Purchased Materials. City-Purchased Materials shall be considered returned to City for purposes of its bailment at such time as they are incorporated into the Project or consumed in the process of completing the Project. Bailee shall have the duty to properly safeguard, store and protect all City-Purchased Materials.
- 26. The CM shall assume the risk of loss for City-Purchased Materials for the Project as set forth in the Agreement for the period of delivery of those materials to the Project site and until the time those materials have been incorporated into the Work by the CM and during that period of time, the CM shall be responsible for deductible payments for any covered loss(s). Further, the CM shall responsible for providing all proper handling, storage and protection from damage, theft or other loss for all City-Purchased Materials delivered to the Site in the same manner as set forth in the Agreement for all materials, products and equipment to be incorporated into the work.
- 27. City shall in no way be liable for interruption or delay in the Project for any defects or any other problems with the Project or for any extra or cost resulting from delay in the delivery of or defects in City-Purchased Materials and the Construction Manager and its Subcontractors expressly accept all risks and responsibilities for incomplete, improper or untimely delivery of these materials.
- 28. CM shall be responsible for the removal and proper disposal of any waste City-Purchased Materials delivered to the site that were not used to complete the Project. City, at its option, may take possession of any City-Purchased Materials delivered to the site that were not incorporated into the Work by the CM.

ATTACHMENT 3

CONSTRUCTION MANAGER'S GMP PROPOSAL FOR PHASE II CONSTRUCTION OF NW 114th Ave PARK, SALARY AND WAGE SCHEDULE, ONSITE MANAGEMENT AND SUPERVISORY PERSONNEL, PROJECT SCHEDULE, AND SCHEDULE OF VALUES



1055 Ponce de Leon Boulevard - Belleair, Florida 33756 – 727.585.2084 - Fax 727.585.2088 tparker@biltmoreconstruction.com

TRANSMITTAL

To: Mr. Lazaro Quintero

Asst. Parks and Recreation Director

City of Doral

Parks and Recreation Department 8401 NW 53rd Terrace, 2nd Floor

Doral, Florida 33166

lazaro.quintero@cityofdoral.com

Date: June 16, 2015

Job #: BCC #968

Re: N.W. 114th Avenue Park &

Recreational Facility

ENCLOSED PLEASE FIND:

ORIGINALS	DATE	NUMBER	DESCRIPTION
1	6-16-15		Final GMP Proposal

COMMENTS:

Travis Parker

By: Travis Parker, Vice President

cc: Harold Somarriba
Wannemacher Jensen Architects, Inc.



GUARANTEED MAXIMUM PRICE PROPOSAL

June 16, 2015

City of Doral NW 114th Avenue Park and Recreation Center



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- Value Engineering Suggestions, Summary
- GMP Schedule of Values with VE Included
- Project Summary
- Exhibit A Enumeration of Contract Documents
- **❖** Exhibit B Allowance Items
- Exhibit C Assumptions and Clarifications
- * Exhibit D Construction Schedule
- Exhibit E Alternate Prices
- **❖** Exhibit F − Unit Prices
- **❖** Exhibit G − Clarifications and Sketches

ARTICLE 1 - Guaranteed Maximum Price (GMP) Proposal

Biltmore Construction Co., Inc. proposes to complete the work, as described herein, for the Guaranteed Maximum Price of: <u>NINETEEN MILLION SEVEN HUNDRED SEVEN THOUSAND, SIX HUNDRED TWENTY NINE and 00/100 Dollars (\$ 19,707,629.00).</u>

This Price is for the performance of the Work as described herein and in accordance with the Contract Documents and Exhibits A through Exhibit D, and Exhibits E & F as applicable.

	DILTMORE CONOTRICTION	00.440	
	BILTMORE CONSTRUCTION NW 114th Ave Park & Recreation Center	26,413	
	Rec Bldg Total	9,721 36,134	ef
	Shelter 1	708	31
	Shelter 2	1,256	
	Shelter 3	603	
	Shelter 4	792	
	Concession	435	
	RR	756	
	Storage	816	
	Bandshell	942	
	Eq Room	707	
	Total All	43,148	sf
CSI	Item Description	GMP	A (O.E.
Div	OFNEDAL BEOLUBENESITO	Totals	\$/SF
	GENERAL REQUIREMENTS	Not included	\$ 2.1
	Permit - Allowance	Not included	
	Survey Tie-in survey	12,000 in GC's	
	As-built survey	in GC's	
	Testing - Building	20,000	
	Testing - Site	60,000	
	Impact fee	BY Owner	
	····p#################################	0	
2	EXISTING CONDITIONS	0	
_		0	
3	CONCRETE	0	\$ 40.1
	Concrete	1,700,000	39.
		0	
	Precast Stairs	30,031	
		0	
	MASONRY	0	
	Unit Masonry	in concrete	
		0	
	STEEL	0	
	Steel	1,420,314	
	Ornamental Bailings	0	
	Ornamental Railings	240,806	+
	Metal Screenwalls	179,260	
	Metal Screenwalls	179,200	
	Expansion Joints	5,000	
	Expansion come	0,000	
6	WOOD & PLASTIC	0	\$ 2.5
	Rough Carpentry	0	
	Roof Blocking	In roof/stucco	1
	Interior Blocking	in drywall/roof	
		0	
	Cabinetry	96,490	2.
	Closet shelf allowance, PL59 closet 110A	500	
	Concrete Counter	14,620	0.
		0	
7	THERMAL & MOISTURE	0	· ·
	Bonded Sheet Membrane Waterproofing	in drywall	0.
	Elevator Pit Waterproofing	3,500	
	Building Insulation	in drywall/roof	
	Child Applied Manchana Air Daylor	0	
	Fluid Applied Membrane Air Barriers	see div 9	
	Deputs Siding	220,000	
	Resysta Siding	220,000	
075423	TPO Roofing	0 558,246	
010423	Roofing Underlayment	in above	
	Roof Accessories	in above	
075419	PVC Roofing	in above	
3, 37 13		0	
	Firestopping	0	
	· · ·	0	
	Joint Sealants	2,529	
	* **	0	
8	OPENINGS	0	
	Doors/Frames/Hardware - Mtl	64,297	
	HM Doors and Frames	in above	
	Flush Wood Doors	in above	

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GMP Price Breakdown

CSI	Item Description	GMP	
Div		Totals	\$/SF
	Door Hardware	in above	
	Door and Hardware Installation	17,500	0.4
		0	
	Access Doors/Frames	500	0.01
		0	
	Coiling Counter Shutters	2,380	0.06
087913	Key Storage Equipment (know box)	374	0.01
		0	
	Glazing	336,084	7.79
084113	Aluminum Storefronts and Entrances	above	
084413	Glazed Aluminum Curtainwalls	above	
	Interior Storefront	above	
	Interior Glazing	0	
	Mirrors	above	
		0	
9	FINISHES	0	\$ 31.00
	Stucco, includes exterior MS Framing	775,000	17.96
		0	
	Drywall	in stucco	0.00
		0	
	Acoustic	39,150	0.91
		0	
	Tile	104,652	2.43
		0	
	Wood Sports & Dance Floor	131,325	3.04
	Doral Logo at 2 indoor Basketball Courts	2,000	0.01
	Dorai Logo at 2 indoor basketball courts	2,000	
	Destruction to Floor Occasions	04.040	
096450	Resilient Sports Floor Coverings	31,340	0.73
		0	
	Flooring	105,481	2.44
		0	
	Floor Protection	18,000	0.42
		0	
096623	Resinous Epoxy Flooring	9,000	0.21
300020	Treesined Epony Flooring	0,000	0.21
	Painting & Wallcovering	121,750	0.00
	Painting & Wallcovering		2.82
40	SPECIALTIES	0	
10			\$ 4.20
	Signage	91,200	2.11
	add 5 exterior bulletin board signs	7,500	
		0	
	Park Rules signs	12,038	0.28
		0	
	Plastic Toilet Compartments	23,900	0.55
		0	
	Toilet Accessories	19,950	0.46
		0	
	Louvers	0	0.00
		0	
	Folding Panel Partitions	14,600	0.34
		0	
	FE/FEC	2,996	0.07
		0	
	Metal Lockers	in Furniture	0.00
			0.00
	Flormolog		
	Γιαγμυίτο		0.21
	FOLUDATAIT		A
11			·
	Folding & Portable Stages		0.73
		0	
	Residential Appliances	1,187	0.03
		0	
	Food Service Equipment	6.886	0.16
	The Hall Broad Control of the Hall Broad Con		3.10
	Stage Curtains	6,099	0.14
11	Flagpoles EQUIPMENT Folding & Portable Stages Residential Appliances Food Service Equipment	0 9,106 0 0 31,572 0 1,187 0 6,886	\$

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CSI Div	Item Description	GMP Totals		\$/SF
	Projection Screens, Install only	1,671	,	0.0
	Tojection Screens, install only	0		0.0
(Gymnasium Equipment, Scoreboards & Dividers	48,500		1.1
		0		
J	lungle Gym	71,520		1.6
E	Exercise Equipment	40,000		0.9
1.	astallation Dellat Deal Table Dina Denn Table	405		
	nstallation Ballet, Pool Table, Ping Pong Table Pool Table	405		0.0
	Ping Pong Table	500		0.0
<u>'</u>	ing rong rabic	0		0.0
12 F	FURNISHINGS	0	\$	6.10
	Roller Shades	6,801		0.1
_	7. 14.4.0.5	0		
F	Floor Mats & Frames	11,024		0.2
Т	Felescoping Stands	9,000		0.2
		0		5.2
F	Furniture, A2.5, 2.6	236,473		
Т	Tables, Chairs & Seating in Multi Purpose	in Furniture		0.0
10 0	PRECIAL CONCERNICATION	0	•	40.00
13 8	SPECIAL CONSTRUCTION Splash Pads Complete	440,000	\$	10.20
	Spidsiff add Complete	0		
	ELEVATORS	0	\$	2.13
E	Electric Traction Elevators	92,000		
04 5	TIDE OLIDDDECOLON	0	•	4 46
	FIRE SUPPRESSION Wet Sprinkler System	64,270	\$	1.49
v	vet opininer oystem	04,270		
22 F	PLUMBING	0	\$	8.58
F	Plumbing	370,000		
		0		
23 F	HVAC	0	¢	18.33
	HVAC	781,043	Ψ	10.55
	controls	0		
	test & balance	10,000		
		0		
	ELECTRICAL		\$	56.13
E	ELECTRICAL	1,712,056		
	Sport Field Lighting	710,000		
	Sport Field Lighting	7 10,000		
27 (COMMUNICATIONS	0	\$	4.01
	Structured Cabling	in electrical	7	
	Cabling for, AV, CCTV, Access & Security	65,968		
	·	0		
74134 E	Broadband Distribution System	in electrical		
		0		
	Public Address Music System	By owner		
(Gym PA System	in electrical		
		0		
	C. A. A. M. C. COTA MITTO C. C. C. C.			
ļl:	nfrastructure Allowance, site CCTV, WiFI, Sound @ event lawn	107,000		
28 0	ELECTRONIC SAFETY AND SECURITY	0	\$	
	Access Control	By Owner	Þ	-
- F	WOOD CONTROL	By Owner 0		
li	ntrusion Detection	By Owner		
"		0		
\	/ideo Surveillance	By Owner		
- 1		0		
Г	Digital Addressable Fire Alarm System	in Div 26		

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GMP Price Breakdown

CSI			
l Div	Item Description	GMP Totals	\$/SF
	SITE & INFRASTRUCTURE		\$ 192.88
	Site Work - Offsite (Roadwork)	781,820	
	Site Work - Onsite	2,240,000	51.91
	add fuel efficient vehicle signs	1,200	
	add water distribution for added hose bibbs	0	
-	City Consents	0	
	Site Concrete	740,428 0	
	Pavers	109,575	
	1 avcis	0	2.54
	Tennis, Basketball & Volleyball Courts	270,000	6.26
		0	
	Fencing & Gates	660,000	
	Temp construction fencing	By owner	
		0	
	Landscaping & Irrigation	1,147,387	
	Landscaping Irrigation & Wells	above above	
 	Sod	_ above above	
+	LS maintenance (care & watering)	22,500	
		0	
	Synthetic Turf Sports Fields	845,000	19.58
		0	
	Baseball Field Work	56,075	1.30
		_ 0	
	Baseball bases, scoreboard, foul poles	4,450	0.10
	December 11, 4 Occident Diserter	0	
	Boardwalk, & Seatwall Planks	232,172 0	
	Playground Equipment & Surfaces	 447,557	
	Playground area south of Soccer Fields	37,962	
	Longer blade of turf per COD turf Ordinance	8,750	
		0	
	Artificial Turf Mounds	in Playground	0.00
		0	
	Shade Sails	138,821	3.22
	D (:	0	
	Dugouts	54,427 0	1.26
	Benches	6,337	0.15
	Denotes	0	0.13
	Bleachers	25,120	0.58
	Bleacher Covers Poligon	389,750	9.03
		0	
	Site Furnishings - Landscape Forms	80,138	
 	Site Furnishings - Landscape Forms Installation	in Playground	
 	Site Furnishings - Balance (Picnic Tables)	0	
 	one i umoningo - dalance (Ficinc Tables)	23,010 0	
50	OTHER	0	
	Pedestrian Bridge - costs in Conc, Steel, Screenwalls, Roof, Doors, Paint, Signs, Plbg, Electrical	In Trades above	
		0	
	SUBTOTAL	19,653,871	\$ 455.50
	Builder's Risk Insurance	286,988	
	Builder's Risk Wind Buydown	in above	
	Builder's Risk Deductible - 1 occurance to deductable	50,000	
	OCP	22,920	
	Insurance	207,449	
	General Conditions	758,079	
	Bond	135,294	
	SUBTOTAL	21,114,602	
	CM Fee	844,584	
-	Contingency	589,616	

NW 114th AVE Park - Recreation Center Doral, FL

CSI Division	Item # Divisio		Value +/(-)	Accepted	<status> Pending</status>	Rejected	Remarks	Estimated Design Fees
1		DIVISION 1 - GENERAL CONDITIONS:	(450,000)	(450.000)				
	1	Projected tax savings from owner direct purchases.	(150,000)	(150,000)				
1		Totals General Conditions	(150,000)	(150,000)	0	0		
			(100,000)	(100,000)		•		1
		DIVISION 2 - EXISTING CONDITIONS			0			
	1	Phase 1 De-Mucking: Allow use of fill available from Acosta						
		Tractors.			0			
	2	Phase 1 De-Mucking: Allow mixing of existing organic soil with						
		new soil in non structural areas.	Not Acceptable		Not Acceptable			
2		Totals Sitework	0	0	0	0		
		Totals Sitework		U		U		I
		DIVISION 3 - CONCRETE:	+					
	1				0			
3		Totals Concrete	0	0	0	0		
		DIVISION 4 - MASONRY / STONE:						
	1				0			
	2				0			
4		Totals Masonry	0	0	0	0		
1 1				•		•		
		DIVISION 5 - METALS:						
	1	Change from railing system specified and shown to a cable rail						
		system.	(58,420)	(58,420)				1,2
		Change from Toris deck at double gym to another type deck,	(04.500)	(04 500)				1
	2	structural engineer to advise deck types acceptable. Change from aluminum ladder to steel ladder to roof.	(81,500) (750)	(81,500) (750)				1,5
	3	Change from aluminum lauder to steer lauder to 1001.	(750)	(750)				
5		Totals Metals	(140,670)	(140,670)	0	0		2,7
			(113,213)	(110,010)]
		DIVISION 6 - WOODS & PLASTICS:						
	1				0			
	2				0			
		Totals Woods & Plastics	0	0	0	•		
6	l	Totals Woods & Plastics	1	U		0		I
		DIVISION 7 - MOISTURE PROTECTION:						
		Provide Everguard TPO with batten seam at shelters in lieu of	(118,344)	(118,344)				1
		specified PVC roof system.	(1.15,511)	(, 0 + - 1)				
	2	Provide Fibertite TPO roof membrane on balance of roofs vs.	Add					
		specified TPO roofing system						
	3	Provide roofing system without battens at shelters.	(38,717)	(38,717)				
		Total Military Butterform	(4== 60.1)	(4== 004)				
7		Totals Moisture Protection	(157,061)	(157,061)	0	0		

NW 114th AVE Park - Recreation Center Doral, FL

	Item #		Value		<status></status>		Davissin	Estimated
Division	Divisio	Description of Work	+/(-)	Accepted	Pending	Rejected	Remarks	Design Fees
		DIVISION 8 - DOORS & WINDOWS:						
		Use YKK storefront system at all openings. YKK will provide					Need Approval by building official	
		letter and engineering to support system will meet wind						
		pressures required.						
		Delete Storefront S112F & S112G at 2nd floor of indoor play,	(3,802)	(3,802)				
		wall becomes solid framed wall same as adjacent.						
8		Totals Doors & Windows	(3,802)	(3,802)	0	0		
			(0,000)	(=,==)				
		DIVISION 9 - FINISHES:						
	1	Use a traffic topping at exterior raised decks in lieu of exterior	(16,000)	(16,000)				1
		tile. Add Nosings at Stair treads.						
	2	At interior Resysta siding change stud spacing to 12" o.c. and			0			
		delete gyp board beneath.						
	3	Use firetreated plywood at exterior Resysta siding over metal	in estimate		in estimate			
		stud framed areas.						
		Use stucco in lieu of Resysta Siding at Bandshell.		bandshell deleted				
		Change tile at public areas to polished concrete.	(23,785)					
		Change wood gym floor to 3rd grade Maple in lieu of 2nd grade	(11,500))			only one of items 6 thru 9 can be	
		specified. Remaining spec does not change					taken.	
		Change gym sub floor from Robbins Defender system to	(7,000))			only one of items 6 thru 9 can be	
		Robbins Biocushon, same as the dance floor in 2nd and better					taken.	
		Maple.						
		Change gym sub floor from Robbins Defender system to	(20,000))			only one of items 6 thru 9 can be	
		Robbins Biocushon, same as the dance floor in 3rd grade Maple.					taken.	
								<u></u>
		Use a modified Robbins Biocushion subfloor incorporating 1	(26,000)	(26,000)			only one of items 6 thru 9 can be	
		layer of OSB and 1 layer of 1/2" CDX plywood using 3rd grade					taken.	
		maple.						
		Totals Finished	(404.005)	(05.705)				
9		Totals Finishes	(104,285)	(65,785)	0	. 0		1
		DIVISION 10 - SPECIALTIES						
		Use phenolic toilet partitions vs. solid plastic	(6,206)	(6,206)				
		Use Vinyl Letters at bridge sign in lieu of metal	(20.000)	. , ,				
		Delete Bridge Sign	(4,761)	(20,000)		(4,761)		
	3	Delete Bridge Sign	(4,701)	1		(4,701)	-	
10		Totals Specialties	(30,967)	(26,206)	0	(4,761)		
			(00,00.)	(=0,=00)	1	(.,)		
		DIVISION 11 - EQUIPMENT:						
	1	Delete Exercise equipment from CM, Owner to provide.	(40,000)	(40,000)				
				, ,				
, .		Totals Equipment	(40,000)	(40,000)	0	0		
		DIVISION 12 - FURNISHINGS:						
		Totals Furnishings	0	0	0	0		

NW 114th AVE Park - Recreation Center Doral, FL

	Item #		Value		<status></status>		B	Estimated
Divisior	Divisio	Description of Work	+/(-)	Accepted	Pending	Rejected	Remarks	Design Fees
		DIVISION 13 - SPECIAL CONSTRUCTION:						
	1	Delete Entech Creative custom column feature from center feature of splash pad.	in below allowanc l	Delete Entech Crea	ative custom colur	nn feature from c	center feature of splash pad.	
	2	Use colored concrete at center circle areas, grey concrete at balance.	in below allowanc	Use colored concre	ete at center circle	areas, grey cond	crete at balance.	
	3	Reduce Splash Pad to \$300,000 Allowance	(140,000)	(140,000)				7,
		Totals Special Construction	(140,000)	(140,000)	0	0		7
			(1.10,000)	(:::5,555)		•		•
		DIVISION 14 - CONVEYING SYSTEMS:						
	1	Use holeless hydraulic elevators in lieu of machine roomless elevators.	(16,000)	(16,000)				
	2	Reduce to 2,500 lb capacity.			0		Quoted 3,500 lb capacity based upon the elevator platform size in plans, spec state 2,500 lb.	
	l	Totale Conveying Systems	(40,000)	(40,000)		•		
		Totals Conveying Systems	(16,000)	(16,000)	0	0		
		DIVISION 15 - MECHANICAL:						
		DITION TO MEDITATIONE						
		HVAC						
		Provide a standard efficiency air cooled chiller vs. the specified high efficiency air cooled chiller	(6,000)	(6,000)			Provide add alternate for high efficiency chiller in GMP	
	2	Provide ductsox in lieu of spiral duct at gymnasium area.	(7,000)	(7,000)			Provide add alternate for ductwork as designed in Gym in GMP	
		Plumbing						
	1	VE plumbing fixtures from sensor to manual	not accepted					
	2	Use CPVC in lieu of copper for domestic water lines.	(20,000)	(20,000)				
		Totals Mechanical	(33,000)	(33,000)	0	0		
		DIVISION 16 - ELECTRICAL:						
	1	VE light fixture package						
		Delete Code Blue system complete.	(55,710)	(55,710)				
	3	Delete Systems Cabling, Security, Access, CCTV	(30,000)	(30,000)			Rec Bldg only, City to contract direct per addendum #3, item 3.	
		Musco proposes reducing the 25 year warranty to 10 years. Control Link will remain in the proposal. Price reduction from Musco Lighting and Imperial Electric	(83,750)			(83,750)	Find a way to reduce cost without it affecting the warranty.	
		Cost reduction to base bid from Musco and Low Bid subcontractor Imperial Electric.	(15,000)	(15,000)				
		Total Florida	(404 (50)	(400 710)		(00 ===		
		Totals Electrical	(184,460)	(100,710)	0 ,	(83,750)		

NW 114th AVE Park - Recreation Center Doral, FL

CSI Item DivisiorDivis		Value +/(-)	Accepted	<status> Pending</status>	Rejected	Remarks	Estimated Design Fees
	DIVISION 31: SITEWORK & AMENITIES						
	A Fencing:						
	1 Change perimeter fence to vinyl coated chain link fence, in lieu	(83,000)			(83,000)	C
	of ornamental aluminum picket fence.						
	2 Delete all perimeter aluminum or chain link fence	(72,046)			(72,046)	
	3 Change playground fence to aluminum picket fence 4' high.	(48,000)	(48,000))			1,200
	4 Change playground fence to vinyl coated chain link fence 4' high	. (8,993)	(8,993))			
	5 Change 8' high Vinyl Fence to 6' high.	(31,500)	(31,500))			
	6 Use 8' High Vinyl Fence at East Side of property	15,500			15,500		
	7 Revise Tennis court fence layout, all fence to be 10' high with	in base bid		in base bid		current design majority of perimeter	
	windscreen with 10' high fence for 16' return ea. end and then 4'					fence is 4' tall.	
	high for the balance between courts. The court with the						
	backboard will be fully fenced; the remainder with 4' high fence.						
	B Site Amenities:						
	1 Delete Boardwalk	(236,296)	(236,296)				2,500
	2 Change Playground surface to alternate material			0			
	3 Delete turf and shelter at south end of soccer fields	(202,727)	(202,727))			
	4 Delete two shelters, (1 type 1, 1 type 2)one at east side one at west side.	(101,300)	(101,300))			3,039
	5 Delete 1 additional type I Shelter.	(27,348)	(27,348)				820
	6 Reduce Playground Equipment & surfaces and shadesails.	(75,412)	(75,412))			
	C Sport Fields & courts:						
	Delete underdrains at volley ball area, use 12" deep sand for volleyball court.	(5,000)			(5,000		
	2 Use natural turf at large soccer field	(388,947)			(388,947)	(
	3 Use alternate turf small field	(3,500)			(3,500		C
	4 Use natural turf at all soccer fields	(314,233)			(314,233		(
	5 Use alternate turf large field	(3,500)			(3,500		
	6 Delete 1/2 court basketball court	(9,628)	(9,628))			289
6A	Delete 1 additional outside Basketball court, and lighting.	(56,283)	,		(56,283)	
6B	Delete 1 Tennis Court	(47,644)			(47,644	Provide add alternate for adding back	
						one tennis court. Need to coordinate lighting for 4 court scheme and add alternate.	
	7 Delete 2 sets of bleachers & covers at small soccer field	(22,577)	(22,577))			677
	Reduce # of coats of court surfaces to 2 coats in lieu of 3 at basketball courts	(2,348)	(2,348)				70
	9 Reduce # of coats of court surfaces to 2 coats in lieu of 3 at	(3,871)	(3,871)			According to Plexi Pave Rep, 2 coats	116
	tennis courts	(6,671)	(0,011)			will provide a medium speed surface which is probably more suitable for a public court. The third coat is typically a smooth coat (no aggregate) which increases the play speed of the court.	
1	0 Use an alternate design for dugouts.	(16,000)	(16,000))			1,600
	Simplify shade sail design at tennis courts and reduce to 2 covers 16' x 10', number of benches reduce accordingly.	(21,230)	(21,230)				637
11A	Use a 10' Cabana Bench from 10-S Supply Pompano FL, in lieu of the two shades and benches in item 11, above.	(7,656)	(7,656))			

NW 114th AVE Park - Recreation Center Doral, FL

VALUE ENGINEERING SUGGESTIONS

CSI Division	Item # Divisio	Description of Work	Value +/(-)	Accepted	<status> Pending</status>	Rejected	Remarks	Estimated Design Fees
	12 Delete all te	nnis court shades and reduce benches	(18,156)			(18,156)		
	13 Provide Sin	gle slope shade structures for bleachers, in lieu of	(50,000)	(50,000)				
	barrel top sh	nades.	, , ,	` '				
	D Landscape	s & Hardscape:						
	1 Reduce LS	& Irrigation budget to \$800,000	(347,387)	(347,387)				20,8
	2 Delete cond	rete seatwall at event lawn.	(27,454)	(27,454)				(
	3 Change des	ign of seat walls at play area			0		Value of current = \$8,000, 61 If	
		er walls at west side of site	(18,000)	(18,000)				7
	sandblast fir	ewalk finish from coquina applied aggregate & nish to standard grey concrete with broom finish. order to remain per original design.	(200,160)	(200,160)				
		ewalks by 10% grey concrete	(31,000)	(31,000)				1,8
	7 Change dro	p off area, reduce pavers, reduce bollards, per ved 3-31-15 from WJ.	(63,028)	(63,028)				1,5
	8 Delete pave	rs at concession building change to concrete.	(4,000)	(4,000)				:
	Totals Site	work & Amenities	(2,532,722)	(1,555,914)	0	(976,808)		36,
	DIVISION 1	7: BUILDING PROGRAM, MASTER PLAN			+			
	1 Reduce Gyr		(96,824)			(96,824)		
		ilever at Gym, delete screenwall	(162,623)			(162,623		
		e Soccer/Football Field	(193,934)			(193,934		
	4 Remove Ba	ndshell	(237,020)	(237,020)				
	5 Reduce Exi	Balconies, square off building					Provide add alternate for original design building shape and exit	
			(91,286)			. , ,	balconies.	10,
		al ramp and equipment storage, add stair and ts place. Increase size of Storage Building at Soccer	(50,552)			(50,552)		
	Totals Build	ding Program	(832,238)	(237,020)	0	(595,219)		10,
	DIVISION 1	8: - ALLOWANCES						
	1							
	Totals Allo	wances	0	0	0	0		

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NW 114th AVE Park - Recreation Center

Doral, FL

VALUE ENGINEERING SUGGESTIONS

CSI Item #		alue /(-)	Accepted	<status> Pending</status>	Rejected	Remarks	Estimated Design Fees
				i i i i i i i i i i i i i i i i i i i			
						Estimated design fees. Actual	
	Project Total Cost Savings/Scope Changes (4,3	365,205)	(2,666,167)	0	(1,660,538)	fees by WJ Architects	58,8
	Insurance, Bond, Fee, Contingency (9%)		(239,955)				
	Design Fees for Changes		64,950				
	Price as per Current Design		22,548,802				
	ADJUSTED TOTAL PHASE II with VE Applied		19,707,629				
	COSTS IN PHASE I GMP						
	De-Mucking 2,	,293,107	2,293,107				
	Remove unsuitable fill to approved site (arsenic) 1,	,283,491	1,283,491				
	TOTAL PHASE I AND II		23,284,227				

Page 6 of 6

	BILTMORE CONSTRUCTION	
	NW 114th Ave Park & Recreation Center, Doral, FL	42.257
	Project Bldg Area Total (sf)	42,257
CSI Div	Item Description	Dollar Value
01	Survery & Testing	92,000
03	Concrete & Masonry	1,617,350
03	Precast Stairs	30,03
05	Steel	1,217,428
05	Ornamental Railings	182,386
05	Metal Screenwalls	161,880
05	Expansion Joints	5,000
06	Rough Carpentry	(
06	Cabinetry	96,490
06	Closet shelf allowance, PL59 closet 110A	500
06	Concrete Counter	14,620
07	Bonded Sheet Membrane Waterproofing	in drywall
07	Elevator Pit Waterproofing	3,500
07	Building Insulation	in drywall/roo
07	Fluid Applied Membrane Air Barriers	in drywal
07	Traffic Topping Resysta Siding	16,777
07 07	Resysta Siding Roofing	193,000 368,029
07	Firestopping	in MEPF
07	Joint Sealants	2,529
08	Doors/Frames/Hardware	82,797
08	Access Doors/Frames	500
08	Coiling Counter Shutters	2,380
08 08	Key Storage Equipment (knox box) Glazing	329,80
09	Drywall & Stucco	760,279
09 09	Acoustic Tile	39,150 27,05 ⁴
09	Wood Sports & Dance Floor	107,325
09	Resilient Sports Floor Coverings	31,340
09	Flooring	123,48
09	Polished Concrete	19,028
09	Resinous Epoxy Flooring	9,000
09	Painting & Wallcovering	119,376
10	Signage	90,738
10	Plastic Toilet Compartments	17,694
10	Toilet Accessories	19,950
10	Louvers	in HVAC
10	Folding Panel Partitions	14,600
10	FE/FEC	2,996
10	Metal Lockers	in Furniture
10	Flagpoles	9,100
11	Folding & Portable Stages	31,572
11	Residential Appliances	1,187
11	Food Service Equipment	6,886
11	Stage Curtains	6,099
11	Projection Screens, Install only	1,67
11	Gymnasium Equipment, Scoreboards & Dividers	48,500
11	Jungle Gym	71,520
11	Exercise Equipment	By Owne
11	Install Ballet Bars, Pool, Ping Pong	405
11	Pool & Ping Pong Table	4,500
12	Roller Shades	6,801
12	Floor Mats & Frames	11,024

	BILTMORE CONSTRUCTION NW 114th Ave Park & Recreation Center, Doral, FL	
	Project Bldg Area Total (sf)	42,25
	in the second se	,,
CSI Div	Item Description	Dollar Value
12	Telescoping Stands	9,0
12	Furniture, A2.5, 2.6	236,4
12	Tables, Chairs & Seating in Multi Purpose	in Furnit
13	Splash Pads Complete	300,0
14	Elevators	72,0
21	Fire Protection	64,2
22	Plumbing	349,1
23	HVAC (includes test & balance)	778,5
	·	·
26	ELECTRICAL	1,636,4
26	Sport Field Lighting	695,0
27	Infrastructure Allowance, site CCTV, WiFI, Sound @ event lawn	107,0
28	ELECTRONIC SAFETY AND SECURITY	In Electri
31	Site Work - Offsite (Roadwork)	781,8
31	Site Work - Onsite	2,249,1
31	Site Concrete	440,0
31	Pavers	76,5
31	Tennis, Basketball & Volleyball Courts	252,5
31	Fencing & Gates	571,5
31	Landscaping & Irrigation	826,1
31	Synthetic Turf Sports Fields	845,0
31	Baseball Field Work	56,0
31	Baseball bases, scoreboard, foul poles	4,4
31	Boardwalk, & Seatwall Planks Playground Equipment & Surfaces	Dele
31	Shade Sails	396,1
31 31	Dugouts	75,4 38,4
31	Benches	15,4
31	Bleachers	20,5
31	Bleacher Covers Poligon	155,5
31	Site Furnishings - Landscape Forms	64,3
31	Site Furnishings - Landscape Forms Site Furnishings - Balance (Picnic Tables)	23,0
- 01	Dalance (Florito Tables)	20,0
	SUBTOTAL	17,138,7
	Builder's Risk Insurance	284,8
	Builder's Risk Wind Buydown	in abo
	Builder's Risk Deductible - 1 occurance to deductable	50,0
	OCP	22,9
	Insurance	182,0
	General Conditions	758,0
	Bond	119,9
	SUBTOTAL	18,556,5
	CM Fee	
		742,2
	Contingency	493,8
	TOTAL	19,792,67
	Projected Sales Tax Savings from Owner Direct Purchases	-150,0
	ADDITIONAL DESIGN FEES	64,9
	GRAND TOTAL	19,707,62

PROJECT SUMMARY

The project consists of the construction of:

18 acre urban setting park including a new 2–story, 38,300 SF Recreation Building which houses two full court basketball courts, an elevated running track and workout area, aerobics and dance floor, multipurpose room and related support spaces. Other features of the project: a pedestrian bridge with storage building, extensive hardscapes, sidewalks, pavers, concrete seatwalls, planters, fencing, baseball field with Bermuda turf, 1 regulation soccer field, 1 - ½ sized soccer field and 2 - ¼ sized soccer fields all with synthetic turf, 5 tennis courts, 3 full basketball courts, 2 sand volleyball courts, a splash-pad, playground equipment, 5 park shelters, concession building with toilets, event lawn, and storage building at soccer fields.

On-Site work includes complete site development, earthwork, utilities and paving. Off-Site work consists of revision and widening of adjacent roadways to the park. De-Mucking, clearing and grubbing work approved under GMP Amendment #1 dated February 27, 2015 and is separate from this GMP.

EXHIBIT A – Enumeration of Contract Documents

Contract Documents include: the Drawings, Specifications, Addenda (*Construction Documents*), the Agreement, General Conditions, Supplementary Conditions as expressly noted herein, and this Exhibit A, as well as the Guaranteed Maximum Price (GMP) Proposal in its entirety. This GMP Proposal is expressly recognized as a Contract Document inasmuch as it forms the basis upon which the Guaranteed Maximum Price is based. *As such, in the event there is any disagreement, conflict, or ambiguity between the GMP Proposal and any other Contract Document, the GMP Proposal shall govern.*

The Owner's issuance of any Notice to Proceed, Purchase Order, or any other written directive or instructions to proceed with the Work, after this signed GMP Proposal has been delivered by Biltmore to the Owner, shall constitute an express acceptance of the foregoing Enumeration of Contract Documents and the enforceability thereof.

As prepared by Wannemacher Jensen Architects, Inc.:

3/26/2015	1407 - NW 114TH AVE PARK - DRAWING INDEX		
Sheet #	Sheet Name	Description	Latest Revision
	CIVIL		
C (CS)	COVER SHEET (ONSITE CIVIL)	GMP SET	1/20/2015
C-100	GENERAL NOTES	GMP SET	1/20/2015
C-200	DEMOLITION NOTES	GMP SET	1/20/2015
C-201	OVERALL DEMOLITION PLAN	GMP SET	1/20/2015
C-202	EROSION CONTROL NOTES	GMP SET	1/20/2015
C-203	OVERALL EROSION CONTROL PLAN	GMP SET	1/20/2015
C-204	EROSION CONTROL DETAILS	GMP SET	1/20/2015
C-300	OVERALL SITE PLAN	Addm 2, Rev 2	2/19/2015
C-301	GEOMETRY, SIGNAGE AND STRIPING PLAN	GMP SET	1/20/2015
C-302	GEOMETRY, SIGNAGE AND STRIPING PLAN	GMP SET	1/20/2015
C-401	PAVING, GRADING AND DRAINAGE PLAN	GMP SET	1/20/2015
C-402	PAVING, GRADING AND DRAINAGE PLAN	Addm 2, Rev 2	2/19/2015
C-403	PAVING, GRADING AND DRAINAGE SECTIONS	GMP SET	1/20/2015
C-404	PAVING, GRADING AND DRAINAGE DETAILS	GMP SET	1/20/2015
C-500	WATER AND SEWER NOTES	GMP SET	1/20/2015
C-501	WATER AND SEWER PLAN	Addm 2, Rev 2	2/19/2015
C-502	WATER AND SEWER PROFILE	Addm 2, Rev 2	2/19/2015
R (CS)	COVER SHEET (OFFSITE ROADWAY)	GMP SET	1/20/2015
R-100	ROADWAY GENERAL NOTES	GMP SET	1/20/2015
R-101	ROADWAY KEY SHEET	Addm 2, Rev 2	2/19/2015
R-200	ROADWAY PAVING, GRADING AND DRAINAGE NOTES	Addm 2, Rev 2	2/19/2015
R-201	TYPICAL SECTIONS	GMP SET	1/20/2015

R-300	ROADWAY PLAN - 82nd STREET	Addm 2, Rev 2	2/19/2015
R-301	ROADWAY PLAN - 82nd STREET	Addm 2, Rev 2	2/19/2015
R-302	ROADWAY PLAN - 82nd STREET	GMP SET	1/20/2015
R-303	ROADWAY PLAN - 112th AVE	GMP SET	1/20/2015
R-400	SIGNAGE AND MARKING PLAN - 82nd STREET	GMP SET	1/20/2015
R-401	SIGNAGE AND MARKING PLAN - 82nd STREET	Addm 2, Rev 2	2/19/2015
R-402	SIGNAGE AND MARKING PLAN - 82nd STREET	Addm 2, Rev 2	2/19/2015
R-403	SIGNAGE AND MARKING PLAN - 112th AVE	GMP SET	1/20/2015
	LANDSCAPE		
L-000	LANDSCAPE COVER SHEET	Addm 2, Rev 2	2/19/2015
L-100	OVERALL LANDSCAPE PLAN	Addm 2, Rev 2	2/19/2015
L-101	HARDSCAPE PLAN	Addm 2, Rev 2	2/19/2015
L-102	HARDSCAPE PLAN	Addm 2, Rev 2	2/19/2015
L-150	HARDSCAPE DETAILS	Addm 2, Rev 2	2/19/2015
L-151	HARDSCAPE DETAILS	Addm 2, Rev 2	2/19/2015
L-152	HARDSCAPE DETAILS	GMP SET	1/20/2015
L-153	HARDSCAPE DETAILS	Addm 2, Rev 2	2/19/2015
L-154	HARDSCAPE DETAILS	Addm 2, Rev 2	2/19/2015
L-155	HARDSCAPE DETAILS	Addm 2, Rev 2	2/19/2015
L-156	HARDSCAPE DETAILS	GMP SET	1/20/2015
L-157	HARDSCAPE DETAILS	Addm 2, Rev 2	2/19/2015
L-158	HARDSCAPE DETAILS	Addm 2, Rev 2	2/19/2015
L-159	HARDSCAPE DETAILS	Addm 2, Rev 2	2/19/2015
L-200	OVERALL PLANTING PLAN	Addm 2, Rev 2	2/19/2015
L-201	PLANTING PLAN	Addm 2, Rev 2	2/19/2015
L-202	PLANTING PLAN	Addm 2, Rev 2	2/19/2015
L-203	PLANTING PLAN	Addm 2, Rev 2	2/19/2015
L-204	PLANTING PLAN	Addm 2, Rev 2	2/19/2015
L-250	PLANTING DETAILS	Addm 2, Rev 2	2/19/2015
L-251	PLANTING SPECIFICATIONS	GMP SET	1/20/2015
L-300	OVERALL IRRIGATION PLAN	Addm 2, Rev 2	2/19/2015
L-350	IRRIGATION DETAILS	GMP SET	1/20/2015
L-351	IRRIGATION DETAILS	GMP SET	1/20/2015
	ARCHITECTURE		
A0.0	COVER SHEET	GMP SET	undated
A0.1	DRAWING LEGENDS, BUILDING DATA, SHEET INDEX	Addm 2, Rev 2	1/20/2015
			(titleblock
A0.2	LEVEL 1. LIFE CAPETY DI ANI	GMP SET	unchanged)
	LEVEL 1 - LIFE SAFETY PLAN		1/20/2015
A0.3	LEVEL 2 - LIFE SAFETY PLAN	GMP SET	1/20/2015

A1.0	ARCHITECTURAL SITE PLAN	Addm 2, Rev 2	1/20/2015
		,	(titleblock
			unchanged)
A1.1	SITE PLAN - BUILDING SETBACKS	Addm 2, Rev 2	2/19/2015
A2.0	FLOOR PLANS - REC BUILDING + PEDESTRIAN BRIDGE	GMP SET	1/20/2015
A2.1	LEVEL 1 - FLOOR PLAN	Addm 3, Rev 3	3/2/2015
A2.2	LEVEL 2 - FLOOR PLAN	Addm 2, Rev 2	2/19/2015
A2.3	LEVEL 1 - DIMENSION PLAN	Addm 2, Rev 2	2/19/2015
A2.3.1	LEVEL 1 - EDGE OF SLAB PLAN	Addm 2, Rev 2	2/19/2015
A2.4	LEVEL 2 - DIMENSION PLAN	Addm 2, Rev 2	2/19/2015
A2.4.1	LEVEL 2 - EDGE OF SLAB PLAN	Addm 2, Rev 2	2/19/2015
A2.5	LEVEL 1 - FURNITURE PLAN	Addm 3, Rev 3	3/2/2015
A2.6	LEVEL 2 - FURNITURE PLAN	Addm 3, Rev 3	3/2/2015
A2.7	LEVEL 1 - FINISH PLAN	Addm 3, Rev 3	3/2/2015
A2.8	LEVEL 2 - FINISH PLAN	Addm 2, Rev 2	2/19/2015
A2.9	FINISH LEGEND	Addm 2, Rev 2	2/19/2015
A2.10	ROOF PLAN	Addm 2, Rev 2	2/19/2015
A2.11	PEDESTRIAN BRIDGE	Addm 4, Rev 4	3/3/2015
A3.0	BLDG. ELEVATIONS - REC BUILDING + PEDESTRIAN BRIDGE	Addm 4, Rev 4	3/3/2015
A3.1	EXTERIOR ELEVATIONS	GMP SET	1/20/2015
A3.2	EXTERIOR ELEVATIONS	Addm 2, Rev 2	2/19/2015
A3.3	BUILDING SECTIONS	GMP SET	1/20/2015
A3.4	BUILDING SECTIONS	Addm 2, Rev 2	2/19/2015
A3.5	BUILDING SECTIONS	GMP SET	1/20/2015
A3.6	PEDESTRIAN BRIDGE SECTIONS, WALL SECTIONS	Addm 4, Rev 4	3/3/2015
A3.7	PEDESTRIAN BRIDGE DETAILS	Addm 2, Rev 2	2/19/2015
A3.8	AXONOMETRIC VIEWS	GMP SET	1/20/2015
A4.1	ENLARGED RESTROOM PLANS AND ELEVATIONS	GMP SET	1/20/2015
A4.2	ENLARGED RESTROOM PLANS AND ELEVATIONS	Addm 2, Rev 2	2/19/2015
A4.3	MILLWORK ELEVATIONS	Addm 2, Rev 2	2/19/2015
A4.4	ENLARGED FLOOR PLANS AND MILLWORK ELEVATIONS	Addm 3, Rev 3	3/2/2015
A4.5	ENLARGED FLOOR PLANS AND MILLWORK ELEVATIONS	GMP SET	1/20/2015
A4.6	MILLWORK SECTIONS AND DETAILS	Addm 2, Rev 2	2/19/2015
A4.7	INTERIOR ELEVATIONS	Addm 2, Rev 2	2/19/2015
A4.8	INTERIOR ELEVATIONS	Addm 2, Rev 2	2/19/2015
A6.1	LEVEL 1 - REFLECTED CEILING PLAN	Addm 2, Rev 2	2/19/2015
A6.2	LEVEL 2 - REFLECTED CEILING PLAN	Addm 2, Rev 2	2/19/2015
A7.1	ENLARGED STAIR PLANS, SECTIONS AND DETAILS	Addm 2, Rev 2	1/20/2015
			(titleblock
A7.2	FALLADOED STAID DLANG SECTIONS AND DETAILS	CMD SET	unchanged)
A7.2	ENLARGED STAIR PLANS, SECTIONS AND DETAILS	GMP SET	1/20/2015

A7.3	ENLARGED VERTICAL CIRCULATION PLANS, SECTIONS,	GMP SET	1/20/2015
	AND DETAILS	JIVII JET	1,20,2013
A8.1	WALL SECTIONS	Addm 2, Rev 2	2/19/2015
A8.2	WALL SECTIONS	Addm 2, Rev 2	2/19/2015
A8.3	WALL SECTIONS	Addm 3, Rev 3	3/2/2015
A8.4	WALL SECTIONS	Addm 2, Rev 2	2/19/2015
A8.5	WALL SECTIONS	Addm 2, Rev 2	2/19/2015
A8.6	WALL SECTIONS	Addm 3, Rev 3	3/2/2015
A9.1	PARTITION TYPES	GMP SET	1/20/2015
A9.1.1	PARTITION DETAILS	Addm 2, Rev 2	2/19/2015
A9.2	ENCLOSURE DETAILS	Addm 2, Rev 2	2/19/2015
A9.2.1	ENCLOSURE DETAILS	Addm 2, Rev 2	2/19/2015
A9.3	DETAILS	Addm 2, Rev 2	2/19/2015
A9.3.1	FIRE SEPARATION DETAILS	Addm 2, Rev 2	2/19/2015
A9.4	STOREFRONT DETAILS	Addm 2, Rev 2	1/20/2015
A9.5	STOREFRONT DETAILS	Addm 2, Rev 2	1/20/2015
A9.6	STOREFRONT DETAILS	Addm 2, Rev 2	1/20/2015
A9.6.1	STOREFRONT DETAILS	Addm 2, Rev 2	1/20/2015
A9.7	STOREFRONT ELEVATIONS	Addm 2, Rev 2	1/20/2015
A9.8	STOREFRONT ELEVATIONS, WINDOW SCHEDULE	Addm 3, Rev 3	3/2/2015
A9.9	DOOR SCHEDULES	Addm 3, Rev 3	3/2/2015
A9.10	JUNGLE GYM PLAN, ELEVATION + VIEWS	GMP SET	1/20/2015
Floor Plan 1	FLOOR PLAN - CONCESSION = RESTROOM	Addm 3, Rev 3	3/2/2015
NW AXO VIEW 2	NW AXONOMETRIC VIEW FOR REFERENCE	Addm 3, Rev 3	3/2/2015
RCP 3	RCP - CONCESSION = RESTROOM	Addm 3, Rev 3	3/2/2015
Aa2.1	CONCESSION + RESTROOM - FLOOR PLAN, RCP, ROOF	Addm 2, Rev 2	1/20/2015
	PLAN		(titleblock unchanged)
Aa2.2	CONCESSION + RESTROOM ENLARGED DIMENSION	GMP SET	1/20/2015
	PLANS	J	_, _, _, _,
Aa3.1	CONCESSION + RESTROOM - EXT. ELEVS., BUILDING SECTIONS	GMP SET	1/20/2015
Aa4.1	CONCESSION + RESTROOM ENLARGED PLANS AND ELEVATIONS	Addm 2, Rev 2	1/20/2015 (titleblock
			unchanged)
Aa8.1	CONCESSION + RESTROOM WALL SECTIONS + DETAILS	Addm 2, Rev 2	1/20/2015
			(titleblock
Aa9.1	CONCESSION + STOREFRONT DETAILS	Addm 2, Rev 2	unchanged) 2/19/2015
Ab2.1	BANDSHELL	Addm 2, Rev 2	2/19/2015
Ac2.1	STORAGE, CHILLER ENCLOSURE, TRASH ENCLOSURE	Addm 2, Rev 2	1/20/2015
	The state of the s	, 2, 110 2	(titleblock
			unchanged)

Ac8.1	STORAGE, CHILLER ENCLOSURE, TRASH ENCLOSURE	Addm 2, Rev 2	1/20/2015
			(titleblock
A 10 4	CUELTEDS TWO I TWO		unchanged)
Ad2.1	SHELTERS - TYPE I, TYPE II	Addm 2, Rev 2	2/19/2015
Ae2.1	SHELTERS - TYPE III, TYPE IV	Addm 2, Rev 2	2/19/2015
	STRUCTURAL		
S0.1	STRUCTURAL ABBREV., SYMBOLS, AND SHEET INDEX	Addm 2, Rev 2	2/19/2015
S0.2	STRUCTURAL NOTES	Addm 2, Rev 2	2/19/2015
S0.3	REC CENTER BUILDING WIND LOADING	Addm 2, Rev 2	2/19/2015
S0.4	AUXILIARY BUILDING WIND LOADING	Addm 2, Rev 2	2/19/2015
S0.5	JOIST PROFILE	Addm 2, Rev 2	2/19/2015
S1.1	FOUNDATION PLAN	Addm 4, Rev 4	3/3/2015
S1.2	SECOND FLOOR FRAMING PLAN	Addm 4, Rev 4	3/3/2015
S1.3	ROOF FRAMING PLAN	Addm 2, Rev 2	2/19/2015
S2.1	TYPICAL FOUNDATION DETAILS I	Addm 2, Rev 2	2/19/2015
S2.2	TYPICAL FOUNDATION DETAILS II	Addm 2, Rev 2	2/19/2015
S2.3	TYPICAL FOUNDATION DETAILS III	Addm 2, Rev 2	2/19/2015
S3.1	TYPICAL SUPERSTRUCTURE DETAILS I	Addm 2, Rev 2	2/19/2015
S3.2	TYPICAL SUPERSTRUCTURE DETAILS II	Addm 2, Rev 2	2/19/2015
S3.3	TYPICAL SUPERSTRUCTURE DETAILS III	Addm 2, Rev 2	2/19/2015
S4.1	STRUCTURAL SECTIONS I	Addm 2, Rev 2	2/19/2015
S4.2	STRUCTURAL SECTIONS II	Addm 2, Rev 2	2/19/2015
S4.3	STRUCTURAL SECTIONS III	Addm 2, Rev 2	2/19/2015
S4.4	STRUCTURAL SECTIONS VI	Addm 2, Rev 2	2/19/2015
S4.5	STRUCTURAL SECTIONS V	Addm 2, Rev 2	2/19/2015
S5.1	STRUCTURAL ELEVATIONS I	Addm 2, Rev 2	2/19/2015
S5.2	STRUCTURAL ELEVATIONS II	Addm 2, Rev 2	2/19/2015
S6.1	PEDESTRIAN BRIDGE- GENERAL NOTES	Addm 4, Rev 4	3/3/2015
S6.2	PEDESTRIAN BRIDGE- STRUCTURAL FRAMING PLANS	Addm 4, Rev 4	3/3/2015
S6.3	PEDESTRIAN BRIDGE- STRUCTURAL ELEVATIONS	Addm 4, Rev 4	3/3/2015
S6.4	PEDESTRIAN BRIDGE- SECTIONS	Addm 4, Rev 4	3/3/2015
S6.5	PEDESTRIAN BRIDGE- CIRCULAR RAMP	Addm 4, Rev 4	3/3/2015
Sa1.1	CONCESSION- STRUCTURAL PLANS	Addm 2, Rev 2	2/19/2015
Sb1.1	BANDSHELL- STRUCTURAL PLANS	Addm 2, Rev 2	2/19/2015
Sc1.1	STORAGE- STRUCTURAL PLANS	Addm 2, Rev 2	2/19/2015
Sd1.1	PARK SHELTER I- STRUCTURAL PLANS	Addm 2, Rev 2	2/19/2015
Sd1.2	PARK SHELTER II- STRUCTURAL PLANS	Addm 2, Rev 2	2/19/2015
Sd1.3	PARK SHELTER III- STRUCTURAL PLANS	Addm 2, Rev 2	2/19/2015
Sd1.4	PARK SHELTER IV- STRUCTURAL PLANS	Addm 2, Rev 2	2/19/2015
Se1.1	CHILLER YARD- STRUCTURAL PLANS	Addm 2, Rev 2	2/19/2015
	ELECTRICAL	,	
E0.0	ELECTRICAL LEGEND AND GENERAL NOTES	GMP SET	1/20/2015
LU.U	ELECTRICAL LEGEND AND GENERAL NOTES	GIVIP JE I	1/20/2013

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E0.1	ELECTRICAL SITE PLAN	Addm 2, Rev 2	2/19/2015
E1.1	ELECTRICAL FIRST FLOOR POWER PLAN	Addm 2, Rev 2	2/19/2015
E1.2	ELECTRICAL SECOND FLOOR POWER PLAN	Addm 2, Rev 2	2/19/2015
E1.3	ELECTRICAL ROOF PLAN	GMP SET	1/20/2015
E2.1	ELECTRICAL FIRST FLOOR LIGHTING PLAN	Addm 2, Rev 2	2/19/2015
E2.2	ELECTRICAL SECOND FLOOR LIGHTING PLAN	GMP SET	1/20/2015
E2.3	LIGHTING CONTROLS & FIXTURE SCHEDULE	Addm 2, Rev 2	2/19/2015
E3.1	ELECTRICAL ENLARGED PLANS	Addm 2, Rev 2	2/19/2015
E3.2	ELECTRICAL ENLARGED PLANS	Addm 2, Rev 2	2/19/2015
E4.1	ELECTRICAL DETAILS	GMP SET	1/20/2015
E5.1	ELECTRICAL RISER DIAGRAM AND SCHEDULES	Addm 2, Rev 2	2/19/2015
E5.2	FIRE ALARM SYSTEM RISER, NOTES, AND DETAILS	GMP SET	1/20/2015
E6.1	ELECTRICAL PANEL SCHEDULES	Addm 2, Rev 2	2/19/2015
E6.2	ELECTRICAL PANEL SCHEDULES	Addm 2, Rev 2	2/19/2015
E7.0	ELECTRICAL EQUIPMENT COORDINATION SCHEDULE	Addm 2, Rev 2	2/19/2015
	FIRE PROTECTION		
F0.0	FIRE PROTECTION	Addm 2, Rev 2	2/19/2015
	MECHANICAL		
M0.0	MECHANICAL LEGEND & SPECIFICATIONS	GMP SET	1/20/2015
M0.1	MECHANICAL SITE PLAN	GMP SET	1/20/2015
M1.0	MECHANICAL FIRST FLOOR PLAN - DUCTWORK	Addm 2, Rev 2	2/19/2015
M1.2	MECHANICAL SECOND FLOOR PLAN - DUCTWORK	Addm 2, Rev 2	2/19/2015
M1.3	MECHANICAL ROOF PLAN - DUCTWORK	Addm 2, Rev 2	2/19/2015
M2.1	MECHANICAL FIRST FLOOR PLAN - PIPING	GMP SET	1/20/2015
M2.2	MECHANICAL SECOND FLOOR PLAN - PIPING	GMP SET	1/20/2015
M2.3	MECHANICAL ROOF PLAN - PIPING	GMP SET	1/20/2015
M3.0	MECHANICAL ENLARGED PLANS	GMP SET	1/20/2015
M4.0	MECHANICAL DETAILS	GMP SET	1/20/2015
M4.1	MECHANICAL DETAILS	GMP SET	1/20/2015
M4.2	MECHANICAL DETAILS	GMP SET	1/20/2015
M5.0	MECHANICAL SCHEDULES	Addm 2, Rev 2	2/19/2015
M6.0	MECHANICAL CONTROLS	GMP SET	1/20/2015
M6.1	MECHANICAL CONTROLS	GMP SET	1/20/2015
	PLUMBING		
P0.0	PLUMBING LEGEND, SCHEDULES AND GENERAL NOTES	Addm 2, Rev 2	2/19/2015
P0.1	SITE PLAN - PLUMBING	Addm 2, Rev 2	2/19/2015
P1.0	UNDERGROUND - PLUMBING PLAN	Addm 2, Rev 2	2/19/2015
P1.1	LEVEL 1 - PLUMBING GRAVITY PLAN	Addm 2, Rev 2	2/19/2015
P1.2	LEVEL 2 - PLUMBING GRAVITY PLAN	Addm 2, Rev 2	2/19/2015
P1.3	LEVEL 3 - PLUMBING ROOF PLAN	GMP SET	1/20/2015
P2.1	LEVEL 1 - PLUMBING PRESSURE PLAN	Addm 2, Rev 2	2/19/2015
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P2.2	LEVEL 2 - PLUMBING PRESSURE PLAN	Addm 2, Rev 2	2/19/2015
P3.1	ENLARGED PLUMBING PLANS	Addm 2, Rev 2	2/19/2015
P4.1	DETAILS - PLUMBING	Addm 2, Rev 2	2/19/2015
P5.1	GRAVITY RISERS - PLUMBING	Addm 2, Rev 2	2/19/2015
P5.2	PRESSURE RISERS	Addm 2, Rev 2	2/19/2015
Pa2.1	CONCESSION - PLUMBING PLANS	Addm 2, Rev 2	2/19/2015
Pb2.1	BAND SHELL - PLUMBING PLANS	Addm 2, Rev 2	2/19/2015
	TECHNOLOGY		
T0.0	TECHNOLOGY LEGEND & SPECIFICATIONS	Addm 2, Rev 2	2/19/2015
T0.1	SITE PLAN - TECHNOLOGY	GMP SET	1/20/2015
T1.1	FIRST FLOOR PLAN - VOICE/DATA	Addm 2, Rev 2	2/19/2015
T1.2	SECOND FLOOR PLAN - VOICE/DATA	Addm 2, Rev 2	2/19/2015
T2.1	FIRST FLOOR PLAN - AV & SECURITY	Addm 2, Rev 2	2/19/2015
T2.2	SECOND FLOOR PLAN - AV & SECURITY	Addm 2, Rev 2	2/19/2015
T2.3	ROOF PLAN - AV & SECURITY	GMP SET	1/20/2015
T3.1	CCTV COVERAGE - TECHNOLOGY	Addm 2, Rev 2	2/19/2015
T4.1	ENLARGED PLANS - TECHNOLOGY	Addm 2, Rev 2	2/19/2015
T5.1	RISER DIAGRAMS - TECHNOLOGY	Addm 2, Rev 2	2/19/2015
T5.2	RISER DIAGRAMS - TECHNOLOGY	Addm 2, Rev 2	2/19/2015
T5.3	RISER DIAGRAMS - TECHNOLOGY	GMP SET	1/20/2015
T6.1	DETAILS - VOICE/DATA	Addm 2, Rev 2	2/19/2015
T6.2	DETAILS - VOICE/DATA	GMP SET	1/20/2015
T6.3	DETAILS - AUDIO/VIDEO	GMP SET	1/20/2015
T6.4	DETAILS - SECURITY	GMP SET	1/20/2015
	AQUATIC		
PL0.00	COVER SHEET	Addm 2, Rev 2	2/19/2015
PL0.01	CONTACTS AND RESPONSIBILITIES	Addm 2, Rev 2	2/19/2015
PL0.10	NOTES & SPECIFICATIONS	Addm 2, Rev 2	2/19/2015
PL0.11	NOTES & SPECIFICATIONS	Addm 2, Rev 2	2/19/2015
PL0.20	PARTIAL SITE PLAN - DIMENSIONS & ELEVATIONS	Addm 2, Rev 2	2/19/2015
PL0.21	PARTIAL SITE PLAN - DECK BOM, ID & UTILITY CONNECTIONS	Addm 2, Rev 2	2/19/2015
PL0.22	PARTIAL SITE PLAN - EQUIPMENT YARD & UTILITY CONNECTIONS	Addm 2, Rev 2	2/19/2015
PL0.23	DECK, SAFETY, PIPE HANGERS & SUPPORTS	Addm 2, Rev 2	2/19/2015
PL1.00	IWF - DATA BLOCK, BOM & ID, DIMENSIONS, BONDING, FINISH SCHEDULE & SECTION	Addm 2, Rev 2	2/19/2015
PL1.10	IWF - PIPING SCHEMATIC	Addm 2, Rev 2	2/19/2015
PL1.11	IWF- PIPING SCHEMATIC	GMP SET	DELETED
PL1.20	IWF - DETAILS	Addm 2, Rev 2	2/19/2015
PL1.30	IWF - EQUIPMENT YARD - LAYOUT, BOM LIST, ID & DIMENSIONS	Addm 2, Rev 2	2/19/2015

PL1.31	IWF - EQUIPMENT YARD DETAILS	Addm 2, Rev 2	2/19/2015
PL1.32	IWF - EQUIPMENT YARD DETAILS	Addm 2, Rev 2	2/19/2015
	SPECIFICATIONS	GMP SET	Latest Revision Date
001000	Table of Contents	Addm 1, Rev 1	2/2/2015
011000	Summary	GMP SET	1/20/2015
012500	Substitution Procedures	GMP SET	1/20/2015
012600	Contract Modification Procedures	GMP SET	1/20/2015
012900	Payment Procedures	GMP SET	1/20/2015
013100	Project Management and Coordination	GMP SET	1/20/2015
013200	Construction Progress Documentation	Addm 1, Rev 1	2/5/2015
013233	Photographic Documentation	Addm 1, Rev 1	2/5/2015
013300	Submittal Procedures	GMP SET	1/20/2015
014000	Quality Requirements	GMP SET	1/20/2015
014200	References	GMP SET	1/20/2015
015000	Temporary Facilities and Controls	GMP SET	1/20/2015
016000	Product Requirements	GMP SET	1/20/2015
017300	Execution	GMP SET	1/20/2015
017419	Construction Waste Management and Disposal	GMP SET	1/20/2015
017700	Closeout Procedures	GMP SET	1/20/2015
017823	Operation and Maintenance Data	GMP SET	1/20/2015
017839	Project Record Documents	GMP SET	1/20/2015
017900	Demonstration and Testing	GMP SET	1/20/2015
018113.1	Sustainable Design Requirements	Addm 1, Rev 1	2/5/2015
019113	General Commissioning Requirements	GMP SET	1/20/2015
030000	Cast-In-Place Concrete	GMP SET	1/20/2015
042000	Unit Masonry	GMP SET	1/20/2015
051200	Structural Steel Framing	GMP SET	1/20/2015
053000	Acoustical Metal Roof Deck	GMP SET	1/20/2015
054000	Cold Formed Metal Framing	GMP SET	1/20/2015
055000	Metal Fabrications	GMP SET	1/20/2015
057300	Ornamental Handrails and Railing	GMP SET	1/20/2015
061000	Rough Carpentry	GMP SET	1/20/2015
061525	Fiber Reinforced Hybrid Decking	GMP SET	1/20/2015
064116	Plastic-Laminate-Faced Architectural Cabinets	GMP SET	1/20/2015
072100	Building Insulation	GMP SET	1/20/2015
072600	Underslab Vapor Barrier	GMP SET	1/20/2015
072726	Fluid-Applied Membrane Air Barriers	GMP SET	1/20/2015
074645	Fiber Reinforced Hybrid Rainscreen Siding	GMP SET	1/20/2015
075419	Polyvinyl-Chloride (PVC) Roofing	GMP SET	1/20/2015

075423	Thermoplastic Polyolefin (TPO) Roofing	GMP SET	1/20/2015
076200	Sheet Metal Flashing and Trim	GMP SET	1/20/2015
077200	Roof Accessories	GMP SET	1/20/2015
079200	Joint Sealants	GMP SET	1/20/2015
081113	Hollow Metal Doors and Frames	GMP SET	1/20/2015
081416	Flush Wood Doors	GMP SET	1/20/2015
083310	Overhead Coiling Door	Addm 2, Rev 2	2/19/2015
084113	Aluminum-Framed Entrances and Storefronts	GMP SET	1/20/2015
084413	Glazed Aluminum Curtain Walls	GMP SET	1/20/2015
087100	Door Hardware	GMP SET	1/20/2015
087913	Key Storage Equipment	GMP SET	1/20/2015
088000	Glazing	Addm 1, Rev 1	2/5/2015
092216	Non-Structural Metal Framing	GMP SET	1/20/2015
092400	Portland Cement Plastering (Stucco)	GMP SET	1/20/2015
092900	Gypsum Board	GMP SET	1/20/2015
093000	Sheet Membrane Waterproofing and Crack Isolation	Addm 1, Rev 1	2/2/2015
093013	Ceramic Tiling	GMP SET	1/20/2015
095113	Acoustical Panel Ceilings	Addm 2, Rev 2	2/19/2015
096400	Wood Sports-Floor Assemblies	Addm 1, Rev 1	1/20/2015
096410	Wood Dance-Floor Assemblies	Addm 1, Rev 1	2/2/2015
096450	Resilient Sports-Floor Coverings	GMP SET	1/20/2015
096513	Resilient Base and Accessories	GMP SET	1/20/2015
096519	Resilient Flooring	GMP SET	1/20/2015
096623	Resinous Epoxy Flooring	GMP SET	1/20/2015
096813	Tile Carpeting	GMP SET	1/20/2015
097200	Wall Coverings	GMP SET	1/20/2015
099100	Painting	GMP SET	1/20/2015
101400	Signage	Addm 3, Rev 3	3/2/2015
102113	Plastic Toilet Compartments	GMP SET	1/20/2015
102239	Folding Panel Partitions	GMP SET	1/20/2015
102800	Toilet Accessories	GMP SET	1/20/2015
104416	Fire Extinguishers	GMP SET	1/20/2015
105113	Metal Lockers	GMP SET	1/20/2015
107516	Ground-Set Flagpoles	GMP SET	1/20/2015
116123	Folding and Portable Stages	GMP SET	1/20/2015
116143	Stage Curtains	GMP SET	1/20/2015
116623	Gymnasium Equipment	GMP SET	1/20/2015
116643	Interior Scoreboards	Addm 2, Rev 2	2/19/2015
116653	Gymnasium Dividers	GMP SET	1/20/2015
123661	Simulated Stone Countertops	GMP SET	1/20/2015
124816	Floor Mats and Frames	GMP SET	1/20/2015

124940	Roller Shades	Addm 2, Rev 2	2/19/2015
126600	Telescoping Stands	GMP SET	1/20/2015
142100	Electric Traction Elevators	GMP SET	1/20/2015
210500	Common Work Results for Fire Suppression	GMP SET	1/20/2015
210507	Sleeves and Sleeve Seals for Fire Suppression Piping	GMP SET	1/20/2015
210517	Escutcheons for Fire-Suppression Piping	GMP SET	1/20/2015
211200	Fire-Suppression Standpipes	GMP SET	1/20/2015
211200	Wet-Pipe Sprinkler Systems	GMP SET	1/20/2015
220500	Common Work Results for Plumbing	GMP SET	1/20/2015
220507	Sleeves and Sleeve Seals for Plumbing Piping	GMP SET	1/20/2015
220517	Escutcheons for Plumbing Piping	GMP SET	1/20/2015
220518	Meters and Gages for Plumbing Piping	GMP SET	1/20/2015
220523	General -Duty Valves for Plumbing Piping		1/20/2015
220529	Hangers and Supports for Plumbing Piping and	GMP SET	1/20/2015
220529	Equipment	GIVIP SET	1/20/2015
220553	Identification for Plumbing Piping and Equipment	GMP SET	1/20/2015
221116	Domestic Water Piping	GMP SET	1/20/2015
221119	Domestic Water Piping Specialties	GMP SET	1/20/2015
221316	Sanitary Waste and Vent Piping	GMP SET	1/20/2015
221319	Sanitary Waste Piping Specialties	GMP SET	1/20/2015
224223	Commercial Showers, Receptors, and Basins	GMP SET	1/20/2015
224213.13	Commercial Water Closets	GMP SET	1/20/2015
224213.16	Commercial Urinals	GMP SET	1/20/2015
224216.13	Commercial Lavatories	GMP SET	1/20/2015
224216.16	Commercial Sinks	GMP SET	1/20/2015
224713	Drinking Fountains	GMP SET	1/20/2015
230000	Common Requirements for HVAC	GMP SET	1/20/2015
230529	Hangers and Supports for HVAC Piping and Equipment	GMP SET	1/20/2015
230548	Vibration Controls for HVAC Piping and Equipment	GMP SET	1/20/2015
230500	Common Work Results for HVAC	GMP SET	1/20/2015
230513	Common Motor Requirements for HVAC Equipment	GMP SET	1/20/2015
230516	Expansion Fittings and Loops for HVAC Piping	GMP SET	1/20/2015
230517	Sleeves and Sleeve Seals for HVAC Piping	GMP SET	1/20/2015
230518	Escutcheons for HVAC Piping	GMP SET	1/20/2015
230519	Meters and Gages for HVAC Piping	GMP SET	1/20/2015
230523	General Duty Valves for HVAC Piping	GMP SET	1/20/2015
230548	Vibration Controls for HVAC Piping and Equipment	GMP SET	1/20/2015
230553	Identification for HVAC Piping and Equipment	GMP SET	1/20/2015
230593	Testing, Adjusting and Balancing for HVAC	GMP SET	1/20/2015
230713	Duct Insulation	GMP SET	1/20/2015
230719	HVAC Piping Insulation	GMP SET	1/20/2015

230800	Commissioning of HVAC	GMP SET	1/20/2015
230923	Direct Digital Control System for HVAC	GMP SET	1/20/2015
232113	Hydronic Piping	GMP SET	1/20/2015
232923	Variable Frequency Drives	GMP SET	1/20/2015
233113	Metal Ducts	GMP SET	1/20/2015
233300	Air Duct Accessories	GMP SET	1/20/2015
233423	HVAC Power Ventilators	GMP SET	1/20/2015
236423	Scroll Water Chillers	GMP SET	1/20/2015
237313	Modular Indoor Central Station Air-Handling Units	GMP SET	1/20/2015
238126	Split-System Air Conditioners	GMP SET	1/20/2015
260010	Basic Electrical Requirements	GMP SET	1/20/2015
260519	Low-Voltage Electrical Power Conductors and Cables	GMP SET	1/20/2015
260526	Grounding and Bonding for Electrical Systems	GMP SET	1/20/2015
260529	Hangers and Supports for Electrical Systems	GMP SET	1/20/2015
260533	Raceways and Boxes for Electrical Systems	GMP SET	1/20/2015
260543	Underground Ducts and Raceways for Electrical Systems	GMP SET	1/20/2015
260544	Sleeves and Sleeve Seals for Electrical Raceways and Cabling	GMP SET	1/20/2015
260553	Electrical Identification	GMP SET	1/20/2015
260923	Lighting Control Devices	GMP SET	1/20/2015
260943.23	Relay-Based Lighting Controls	GMP SET	1/20/2015
262200	Low-Voltage Transformers	GMP SET	1/20/2015
262413	Switchboards	GMP SET	1/20/2015
262416	Panelboards	GMP SET	1/20/2015
262713	Electricity Metering	GMP SET	1/20/2015
262726	Wiring Devices	GMP SET	1/20/2015
262816	Enclosed Switches and Circuit Breakers	GMP SET	1/20/2015
264313	Surge Protective Devices for Low-Voltage Electrical Power Circuits	GMP SET	1/20/2015
265100	Interior Lighting	GMP SET	1/20/2015
265600	Exterior Lighting	GMP SET	1/20/2015
265668	Exterior Athletic Lighting	GMP SET	1/20/2015
283111	Digital, Addressable Fire-Alarm System	GMP SET	1/20/2015
270010	Technology General Provisions	GMP SET	1/20/2015
270526	Grounding & Bonding for Telecommunications	GMP SET	1/20/2015
270528	Raceways for Technology	GMP SET	1/20/2015
271000	Structured Cabling Systems	GMP SET	1/20/2015
274134	Broadband Distribution System	GMP SET	1/20/2015
275113	Public Address Music System	GMP SET	1/20/2015
313116	Termite Treatment	GMP SET	1/20/2015
323123	PVC Privacy Fence and G ate	Addm 1, Rev 1	2/2/2015

EXHIBIT B – Allowance Items

The Allowances noted below represent reasonably anticipated values included in this GMP Proposal to cover the cost of certain items absent or not specified in sufficient detail in the Construction Documents as listed in Exhibit "A" ENUMERATION OF CONTRACT DOCUMENTS Section of this GMP Proposal or for which uncertainty remains. The amount of the Allowance stipulated herein is inclusive of all labor, materials, equipment taxes, delivery, insurances, bond and fees necessary to perform the anticipated work, unless otherwise noted.

Allowances for work as represented in this GMP Proposal govern over the actual items contained in the Contract Documents. Variations between the Allowance values and the actual cost of these prescribed items may be reflected in add or deduct Change Order(s) to this GMP Proposal.

Exhibit "C" ASSUMPTIONS AND CLARIFICATIONS section of this GMP Proposal may provide a more detailed description of these Allowances.

	ALLOWANCE
DESCRIPTION OF ALLOWANCE	AMOUNT
Doral Logo at basketball courts, Interior (2)	\$2,000.00
Exterior Bulletin Boards Signs (5 ea. @ \$1,500)	\$7,500.00
Park Rules Signs (14 total)	\$12,038.00
Fuel Efficient Vehicle Signs (8 total)	\$1,200.00
Pool and Ping Pong Table	\$4,500.00
Site Cabling for Event Lawn Sound System, WiFi Access Points and CCTV	\$107,000.00
Shelving at Room 110A	\$500.00
Value Engineering Allowance (see attached summary)	-\$2,906,123

EXHIBIT C – Assumptions and Clarifications

The Contract Documents are amended by Biltmore Construction Co., Inc. as follows:

- 1. The following **are not** included in the GMP Proposal:
 - A. Survey of, and/or the abatement of, Asbestos Containing Material or any other hazardous or unsuitable material, unless specifically noted as an item included in the Scope of Work.
 - B. Fees for Plan Review, Permit or Utility Connection Fees.
 - C. Impact Fees.
 - D. Threshold Building Inspection or other special structural inspection costs. All such inspections, if required, shall be provided by the Owner.
 - E. A separate site office for the Project Architect, unless otherwise noted as an item included in General Requirements.
 - F. Premium or exotic colors or finishes. Unless otherwise specified, colors and finishes shall be only standard selections available from the manufacturer.
 - G. Performance Specifications.

2. Warranties and Guarantees:

A. Biltmore Construction Co., Inc. Warranties and Guarantees

Biltmore Construction Co., Inc. warrants to the Owner that the materials and workmanship furnished under this Contract will be of good quality and new unless otherwise required or permitted by the Construction/Contract Documents, that the Work will be free from defects not inherent in the quality required or permitted, and that the Work will conform with the requirements of the Construction/Contract Documents. Work not conforming to these requirements may be considered defective. Biltmore Construction Co., Inc.'s warranty excludes remedy for damage or defect caused by insufficient maintenance, improper operation, or normal wear and tear under normal usage. The term and duration of this express warranty is one (1) year from the Date of Substantial Completion. The provisions herein shall not prevent the Owner from proceeding directly against the manufacturer and/or installer for such longer period of time as allowed by State Statute.

B. Installer / Subcontractor Warranties and Guarantees

The Subcontractor shall warrant to the Owner and to Biltmore Construction Co., Inc. that all workmanship and materials are free from defects in installation. The express warranty/guarantee shall be consistent with the durations stipulated in the

Construction/Contract Documents. The period customarily being <u>one (1)</u> year from the Date of Substantial Completion established in the Construction/Contract Documents.

Notwithstanding anything to the contrary, neither Biltmore Construction Co., Inc., nor its Surety, nor the Subcontractor shall have any joint/several liability relating to, nor shall they be obligated to underwrite, or in any way become guarantor(s) of any manufacturer's warranty/guaranty or product to the Owner. The Owner shall be provided with the "standard" manufacturer's warranty, and it shall satisfy the requirements under the Construction/Contract Documents relating thereto.

Manufacturer's Express Warranties / Guarantees

Biltmore Construction Co., Inc. shall collect and transmit to the Owner any and all standard manufacturer's warranties and standard manufacturer's guarantees specified in the Construction/Contract Documents. The obligation and liability of Biltmore Construction Co., Inc. and/or its Surety is limited to the collection and proper transmittal of these warranties and guarantees to the Owner.

Special conditions relating to Owner purchased / Contractor installed items and associated tax exemptions:

Notwithstanding any provision to the contrary, should the Owner elect to purchase items directly and avoid any sales taxes or other taxes, the Owner will defend, indemnify, and hold harmless Biltmore Construction Co., Inc. absolutely from and against any claim, audit, investigation, cost, or assertion of any kind made by, or on behalf of, the Florida Department of Revenue or other such agency that may arise during and / or subsequent to the completion of the project. Under no circumstances shall Biltmore Construction Co., Inc. or its subcontractors be liable for the sales taxes associated with the Owner-purchased items.

The public Owner will provide Biltmore and the vendor with an executed Certificate of Entitlement (COE). By rule, the COE must be attached to each Owner Direct Purchase Order (ODPO) and should also be attached to any / each change order issued to the ODPO (if applicable). The public Owner must issue a separate COE for EACH such purchase order/change order.

4. Builder's Risk Insurance:

The Contractor shall purchase and maintain, until the date of Substantial Completion of the project by Owner, a standard Special Form (all "Risks of Physical Loss") Completed Value Builder's Risk insurance policy in the amount of the initial contract sum (GMP), including any subsequent modifications thereto, insuring the interests of the Owner, Construction Manager, and Subcontractors in the Work under this contract.

The Owner shall be responsible for:

- a. All premium and/or deductible costs that are incurred as a result of claims covered under this policy and that exceed the allowance amount.
- Any claim which is not covered by any of the Construction Manager's insurance policies and is not incurred as a result of the Construction Manager's and/or Trade Contractor's Work under this Contract.
- c. Property insurance coverage on the Work under this contract after the date of Substantial Completion.
- 5. Basis of this GMP Proposal relative to 100% Drawing Document Review Comments and other potential design changes subsequent to the submittal of this proposal:

This proposal is provided prior to the completion of the final design documents. It is also provided with a list of 100% Drawing Review Comments that apply at the time of its submittal. Accordingly, the Owner, Architect, and Construction Manager agree that, notwithstanding any provision to the contrary, they shall work in cooperation to develop a final Scope of Work which does not substantially change from that currently shown on the referenced Construction Documents, the cost of which is intended to be within the Owner's Construction Budget and is fully consistent with the qualifications and conditions noted herein. If the Scope of Work changes, this GMP Proposal and the indicated costs are subject to change. At the Owner's request, Biltmore Construction Co., Inc. has included a value of SIXTY-FOUR THOUSAND NINE HUNDRED FIFTY **DOLLARS & 00/xx's-----(\$64,950.00)** to compensate the Design Team, Wannemacher Jensen Architects, Inc., for document revisions to comply with Value Engineering requirements. This in no way implies design liability or responsibility under Biltmore Construction Co., Inc.'s Contract with the Owner. All design liability and responsibility remains with the Design Team, Wannemacher Jensen Architects, Inc. and their Consultants, per the terms of their Contract with the City of Doral.

EXHIBIT D - Construction Schedule

Subject to the ASSUMPTIONS AND CLARIFICATIONS contained herein, the anticipated construction period shall be THREE HUNDRED SIXTY-FIVE (365) calendar days to achieve Substantial Completion, after receipt, by Biltmore Construction Co., Inc., of all of the following requirements:

- Execution of the Guaranteed Maximum Price Amendment of the Agreement Between Owner and Biltmore Construction Co., Inc.
- Receipt of the Written Notice To Proceed.
- Upon receipt of approved Building Permit through the City of Doral.

Final Completion shall be within **FORTY-FIVE** (45) calendar days following the Date of Substantial Completion of the Work.

A more detailed CPM Project Schedule will be provided in accordance with the requirements of the Agreement Between Owner and Biltmore Construction Co., Inc.

EXHIBIT E – Additive Alternate Prices

DESCRIPTION	AMOUNT
Provide high efficiency air cooled chiller as per original specifications in lieu of standard efficiency air cooled chiller noted in the Value Engineering Suggestions.	\$6,540.00
Band Shell	\$258,352.00
Planter Walls at West side of site	\$19,620.00
Shelters (3 Pavilions)	\$140,226.00

NOTE: Election to accept any or all of the above alternates must be made no later than

NINETY (90) days from the date of the Notice to Proceed in order to not affect price or schedule.

EXHIBIT F – Unit Prices

DESCRIPTION	UNIT PRICE
Not Applicable	\$ /
	\$ /
	\$ /
	\$ /
	\$ /
	\$ /
	\$ /
	\$ /
	\$ /
	\$ /

EXHIBIT "G" Clarifications & Sketches

Exhibit G

THE FOLLOWING CLARIFICATIONS AND QUALIFICATIONS ARE TO BE MADE A PART OF OUR GMP.

GENERAL

- 1. The Estimate is based on the plans, specifications and addenda 1 through 4, issued by Wannemacher Jensen Architects, Inc., St. Petersburg, FL. See attached enumeration of documents for a full listing of documents.
- 2. We have also included cost savings options in this GMP. See attached Value Engineering Suggestions print date of 5/5/2015.
- 3. Utility tap and or impact fees are not included.
- 4. Building Permit fees are not included.
- 5. Street Closure fees are not included.
- 6. Allowances are listed at the end of this document.

DIVISION 2 – EXISTING CONDITIONS

 Removal of hazardous materials has been addressed in the previous GMP for de-mucking and arsenic laden soil remediation. We have not included any additional costs for hazardous material survey or remediation.

DIVISIONS 3 & 4 – CONCRETE & MASONRY

- 1. We have included single bond beams at tops of walls at storage building per typical details. These conditions should be reviewed by the Structural Engineer.
- 2. Details are needed for the following items: a. site signs shown on A1.0, details for footing and wall panels. b. parapet beam at concession building. c. benches at concession building shown on Aa8.1, details needed by Structural Engineer, d. concrete counter with columns at balcony elevation 7/A4.3, details needed for structural support.
- 3. For alternate using polished concrete in lieu of tile at common areas a detail will need to be worked out for the stair treads, reference details 5,6,7/A7.2.

DIVISION 5 – STEEL

1. The deflection requirement for the last 3 gymnasium roof joists will be based upon L/360. This supersedes notes 13, 14 Sheet S0.2 under 5210 Steel Joists.

DIVISION 6 – CARPENTRY

- 1. Acrylic boxes for flyers at reception desk assumed by Owner, see detail 1/A4.4.
- 2. Cash drawer at reception desk assumed by Owner, see 3/A4.4.

- 3. We've included an allowance for closet shelves referenced by note PL-59 sheet A2.1.
- 4. Menu Board at concession assumed by Owner, see 2/A4.5.
- 5. Laminate colors will need to be selected, colors are indicated in finish legend but not indicated on cabinet elevations in most cases.

DIVISION 7 – THERMAL & MOISTURE PROTECTION

- 1. The roofing at the shelter buildings has been included using EverGuard TPO, EverGuard TPO Batten Seam Profile and associated insulation per NOA 14-0128.01. The Batten Seam Profile has been deleted in our list of VE items. Please note this assembly attaches directly to metal roof deck and does not include plywood as indicated on the drawings. This VE pricing also includes TPO coated 24 gauge galvanized edge metal with kynar finish in lieu of Stainless Steel specified (see item 2 below).
- 2. We have included aluminum pre finished coping per the notes on plan sheet A2.10 on the Rec Building and all other buildings except the shelters. This varies from the spec 076200 which lists stainless steel.

DIVISION 8 – DOORS AND WINDOWS

- 1. Wood door veneers are figured as Red Oak. Spec 081416 lists both Red Oak and White Birch.
- 2. Exterior door hardware will comply with NOA for openings. There may be some discrepancies between the products used in the NOA and those listed in the hardware schedule.
- 3. Exterior openings Type A,B,C,D,H,I,K,L,N,O are all figured in curtain wall (not storefront as per details) because of height & NOA.

DIVISION 9 – FINISHES

- 1. Polished concrete option for VE includes up to a grade 2 grind, then polish to a high gloss, grey color. Approximately \$1/SF extra for a color. Additional color and patterns are additional cost. See VE Listing division 9 item 6.
- We have not included cost for moisture vapor barrier beneath vinyl tile on slab on grade.
 Moisture Vapor barrier only needed if moisture pressure exceeds manufacturers acceptable levels. Moisture testing of slab with test packs is included.
- 3. Waterproofing membrane beneath tile occurs only at 2nd floor restroom locations. We are using Laticrete Hydroban or similar at these locations. Cut sheet has been provided.
- 4. Shower pan membrane will be PVC shower liner.
- 5. We are including R-11 sound attenuation batts at interior walls noted for acoustical batt insulation. We could not find value or thickness called out in plans or specifications. Architect to confirm.

DIVISION 10 – SPECIALTIES

1. We have allowed \$7,500 total for 5 exterior bulletin board signs.

- 2. We have allowed \$12,038 for 14 Park Rules Signs.
- 3. We have allowed \$1,200 for 8 fuel efficient vehicle signs.

DIVISION 11 – EQUIPMENT

- 1. We have included Folding & Portable Stage by Wenger Corp. One small discrepancy to the specifications is that their stair rails are not detachable.
- 2. We have included cost to provide a pool table and ping pong table with needed balls, cues, nets, paddles and balls at an allowance of \$4,500.

DIVISION 14 – CONVEYING SYSTEMS

1. We have included costs for a 3,500 lb. elevator, based upon the platform size shown on the drawings. The specifications state 2,500 lb. capacity. The original specifications call for a machine room-less elevator. We have included reduced cost for a hole-less hydraulic elevator in our Value Engineering Suggestions list.

DIVISION 22 - PLUMBING

1. We have included drains shown on A2.11 which are not shown on the plumbing drawings. We have included drains as TD-1 drains.

DIVISION 26 – ELECTRICAL

- 1. We have included at the Owner's and Architects request an allowance for site cabling and raceway for CCTV, WiFi and also cabling for sound distribution at the event lawn, per sketches provided by WJA. This cost is included as an allowance of \$107,000. This work was not shown in the contract documents.
- 2. We have included cable and raceway for AV System, Access Control, & Intrusion Detection, and Video Surveillance systems. Equipment and programming for these systems are provided by the Owner.

DIVISION 32 – EXTERIOR IMPROVEMENTS

- For the decorative perimeter fencing we are using a shop fabricated fence to match the
 appearance of the Echelon Majestic fence noted on the plans. The fence will be a welded
 system with a powder coated finish, fabricated and installed by Hernandez Ornamental Inc.
 Miami, FL, or similar.
- 2. We have included all 10' high fencing with windscreen at the outer perimeter of the tennis courts, with 10' high fence and windscreen for 20' at ends between courts. Sheet L102 indicates 4' high fence at some of the outer perimeter of the tennis courts.
- 3. We have used Greenfields, Slidemax XP50 synthetic turf as the basis of our GMP. Their system includes all drainage pipe and tiles, perimeter curbing, and striping and decals as

noted in plans. This system includes 2.5 lbs of sand per sf, and 3 lbs of ambient rubber per sf as fill in the turf layer. Greenfields provides an 8 yr. synthetic turf warranty. The Landscape drawings mention "Revolution" as the turf. We have quotes from Field Turf, Revolution which would be an additional \$78,261. Field Turf also quoted their XM657 turf, which is similar to Greenfields, and would be an add of \$33,297 to our GMP. We have previously sent a bid tab indicating other bids received which would be optional and price would be adjusted accordingly to our GMP based upon the difference to the selected vs. Greenfields

- 4. We have included the boardwalk as a system from York Bridge, all inclusive. Note that this system does not include Resysta decking and rail uprights but includes PT lumber with York Bridges warranty for 25 years, and their treatment protective coating system which they warrant for 3 years. The boardwalk is one of the items to be deleted to get into the Owners budget.
- 5. We have included shade sails at playground equipment by Shade Systems. However this is an item which is on the list for cost savings at a target amount of savings in combination with playground equipment. Kimley Horn and Wannemacher Jensen Architects to work with Rep Services (Playground equipment and surfaces, and shade sails) to arrive at cost savings target or \$75,412 savings for these items from the GMP value of \$586,378. This does not include the play area south of the soccer fields which is also being deleted in cost saving reductions.

Membrane Type:

TPO

Deck Type 2I:

Steel, Insulated

Deck Description: 22 gauge, thick steel deck is secured to 0.25 in. thick steel structural supports spaced

at 72 in. o.c. with Teks 5 fasteners spaced 6 in. o.c. The deck side laps fastened 24

in. o.c. with Stitch Teks 1 fasteners.

System Type C(3): Membrane adhered to mechanically fastened insulation.

All General and System Limitations apply. Roof accessories not listed in Table 1 of this NOA are not approved and shall not be installed unless said accessories demonstrate compliance with prescriptive Florida Building Code requirements and are field fabricated utilizing the approved membranes listed in Table 1.

Thermal Barrier: Minimum 1/4" thick DensDeck® Roof Board, DensDeck® Prime Roof Board,

(Optional)

DensDeck® DuraGuard Roof Board, Securock® Gypsum-Fiber Roof Board or 3/4"

EnergyGuard[™] Perlite Roof Insulation loose laid on steel deck.

Vapor Retarder: (Optional)

Weather Watch® XT, UnderRoof[™] 2 or UnderRoof[™] HT is self-adhered to the

thermal barrier (excluding EnergyGuard Perlite Roof Insulation).

One or more layers of the following insulations.

Base Insulation Layer

Insulation Fasteners

Fastener Density/ft²

Trable 3> EnergyGuard™ Polyiso Insulation, EnergyGuard™ RA Polyiso Insulation, EnergyGuard™ RH PolyIso Insulation, EnergyGuard™ RN Polyiso Insulation

Minimum 1.5" thick

N/A

N/A

Top Insulation Layer

Insulation Fasteners

Fastener Density/ft²

(Table 3)

Securock® Gypsum-Fiber Roof Board

Minimum 1/4" thick

1,9

1:1.6 ft²

Note: Base insulation is loose laid. Top layer of insulation is fastened threagh the base layer, the optional vapor retarder and thermal barrier (when present) into the steel deck; see top insulation layer for fasteners and density. Insulation panels listed are minimum sizes and dimensions; if larger panels are used, the number of fasteners shall be increased maintaining the same fastener density. Please refer to Roofing Application Standard RAS 117 for insulation attachment.

Membrane:

EverGuard® TPO or EverGuard Extreme® TPO fully adhered in EverGuard® #1121 Bonding Adhesive applied at a total rate of 1.2 – 1.67 gal/sq. Per manufacturer's instructions, half of the adhesive is applied to the substrate and the other half is applied to the back surface of the roof cover. The 3" side laps are sealed with a 1.5" wide heat weld for automatic machine welding. Weld width shall be a minimum 2" width for hand welding. The top surface is broomed and is rolled with a water filled roller weighing a minimum of 250 lbs.



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Membrane:

OR

(Cont.)

EverGuard® TPO or EverGuard Extreme® TPO adhered in EverGuard® Low VOC TPO Bonding Adhesive applied at a rate of 0.91 gal/sq. Per manufacturer's instructions, half of the adhesive is applied to the substrate and the other half is applied to the back surface of the roof cover. The 3" side laps are sealed with a 1.5" wide heat weld for automatic machine welding. Weld width shall be a minimum 2" width for hand welding. The top surface is broomed and is rolled with a water filled roller weighing a minimum of 250 lbs.

OR

EverGuard® TPO or EverGuard Extreme® TPO fully adhered in EverGuard® WB 181 Bonding Adhesive applied at a total rate of 0.84 gal./sq. Per manufacturer's instructions, one quarter of the adhesive is applied to the back of the roof cover and three quarter of the adhesive is applied to the substrate. The side laps are heat welded with a 1.5" wide heat weld for automatic machine welding. Weld width shall be a minimum 2" width for hand welding. The top surface is broomed and is rolled with a water filled roller weighing a minimum of 250 lbs.

Surfacing: (Optional)

Chosen components must be applied according to manufacturer's application instructions. Any coating, listed below, used as a surfacing, must be listed within according to manufacturer's application

EverGuard® TPO Batten Seam Profile or EverGuard® Self-Adhering Standing Seam Profile installed in accordance with manufacturer's specifications and applicable Building Codes.

Topocat® Elastomeric Roofing Membrane) or Topocat® Surface Seal SB applied at 1 to 1.5

Maximum Design

Pressure:

-52.5 psf; (See General limitation #7)

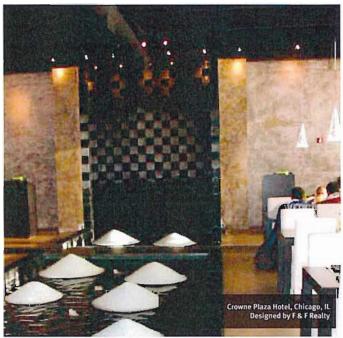


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Hydro Ban™

DS-663.0-0608



PRODUCT NAME

LATICRETE® Hydro Ban™

2. MANUFACTURER

LATICRETE International, Inc. 1 LATICRETE Park North Bethany, CT 06524-3423 USA

> Telephone: +1.203.393.0010, ext. 235 Toll Free: 1.800.243.4788, ext. 235

Fax: +1.203.393.1684 www.laticrete.com Internet:

3. PRODUCT DESCRIPTION

LATICRETE Hydro Ban is a thin, load bearing waterproofing/crack isolation membrane that DOES NOT require the use of fabric in the field, coves or corners. LATICRETE Hydro Ban is a single component self curing liquid rubber polymer that forms a flexible, seamless waterproofing membrane. LATICRETE Hydro Ban bonds directly to a wide variety of substrates.

Uses

- · Interior and exterior.
- Swimming pools, fountains and water features.
- Shower pans, stalls and tub surrounds.
- Industrial, commercial and residential bathrooms and laundries.
- Spas and hot tubs.
- Kitchens and food processing areas.

- Terraces and balconies over unoccupied spaces.
- Countertops and facades.
- Steam rooms (when used in conjunction with a vapor barrier).

Advantages

- Does not require the use of fabric.*
- Allows for flood testing in 24 hours.**
- Bonds directly to metal and PVC plumbing fixtures only.
- Thin; only 0.020-0.030" (0.5-0.8 mm) thick when cured.
- Changes in color from a light sage to an olive green when cured.
- Anti-fracture protection of up to 1/8" (3 mm) over shrinkage and other non-structural cracks.
- "Extra Heavy Service" rating per TCNA performance levels (RE: ASTM C627 Robinson Floor Test).
- Exceeds ANSI A118.10 and A118.12.
- IAPMO approved containing Microban® antimicrobial product protection.
- Fast curing; allows foot traffic in 4-6 hours @ 70°F (21°C), 50% RH.
- Lighter color for ease of inspection.
- Safe-no solvents and non-flammable.
- Install tile, brick and stone directly onto membrane.
- For gaps 1/8" (3 mm) or less see DS 663.5 for complete instructions When cured 70°F (21°C) or higher at 50% RH lower temperature at higher RH will require long cure

Suitable Substrates

- Concrete
- Concrete & brick masonry
- Cement mortar beds
- Cement plaster
- Gypsum wallboard*
- Exterior glue plywood*
- Ceramic tile & stone**
- Cement terrazzo**
- Cement backer board***
- Interior applications only.
- If skim coated with a LATICRETE' Latex Thin-Set Mortar.

 Consult cement backer board manufacturer for specific installation recommendations and to verify acceptability for exterior use.

Packaging

Commercial Unit: 5 gal (18.9) pail liquid (36 commercial units/pallet) Full Unit: 2 gal (7.6 @ pail liquid (80 full units/pallet)

Mini Unit: 4 x 1 gal (3.8 f) pails of liquid packed in a carton (30 cartons/pallet)

Approximate Coverage

Commercial Unit: 250 ft2 (23.2 m2)

Full Unit: 100 ft² (9.3 m²) Mini Unit: 50 ft² (4.6 m²)

Shelf Life

Factory sealed containers of this product are guaranteed to be of first quality for two (2) years* if stored at temperatures >32°F (o°C) and <110°F (43°C).

* High humidity will reduce the shelf life of bagged product.

Limitations

- DO NOT bond to particle board, luan, Masonite® or hardwood surfaces.
- Adhesives/mastics, mortars and grouts for ceramic tile, pavers, brick and stone are not replacements for waterproofing membranes. When a waterproofing membrane is required, use LATICRETE® Hydro Ban™.
- Note: Surfaces must be structurally sound, stable and rigid enough to support ceramic/stone tile, thin brick and similar finishes. Substrate deflection under all live, dead and impact loads, including concentrated loads, must not exceed L/360 for thin bed ceramic tile/brick installations or L/480 for thin bed stone installations where L=span length.
- DO NOT use as a primary roofing membrane over occupied space.
- DO NOT use over dynamic expansion joints, structural cracks or cracks with vertical differential movement (See LATICRETE Hydro Ban Installation Instructions, DS 663.5, for complete instructions).
- DO NOT use over cracks >1/8" (3 mm) in width.
- DO NOT use as a vapor barrier (especially in steam rooms).
- DO NOT expose unprotected membrane to sun or weather for more than 30 days.
- DO NOT expose to negative hydrostatic pressure, excessive vapor transmission, rubber solvents or ketones.
- Must be covered with ceramic tile, stone, brick, concrete, screeds, terrazzo or other traffic-bearing finish. Use protection board for temporary cover.
- Obtain approval by local building code authority before using product in shower pan applications.
- DO NOT install directly over single layer wood floors, plywood tubs/showers/fountains or similar constructs.

Cautions

Consult MSDS for more safety information.

- Allow membrane to cure fully (typically 24 hours @ 70°F (21°C) and 50% RH before flood testing); flood test prior to applying tile or stone. Membrane must be <1/8" (3.2 mm) thick.
- Maximum amount of moisture in the concrete/mortar bed substrate should not exceed 5 lbs/1,000 ft² (2.26 kg/92.9 m²)/ 24 hrs per ASTM F-1869 or 75% relative humidity as measured with moisture probes.
- During cold weather, protect finished work from traffic until fully cured.
- For white and light-colored marbles, use a white LATICRETE Latex Portland Cement Thin Set Mortar.
- For green and moisture sensitive marble, agglomerates and resin backed tile and stone use LATAPOXY® 300 Adhesive (refer to Data Sheet 633.0).

- Allow wet mortars/ plasters (deck mud consistency) to cure for 72 hours at 70° F (21° C) prior to installing LATICRETE Hydro Ban. Allow a minimum 72 hour cure at 70°F (21°C) prior to flood testing in these conditions.
- For temperatures between 45-69°F (7-21°C) allow 3 days prior to flood testing.
- Protect from exposure to traffic or water until fully cured.

4. TECHNICAL DATA

VOC/LEED Product Information



This product has been GREENGUARD Indoor Air Quality Certified® by the GREENGUARD Environmental Institute under the GREENGUARD Standard for Low Emitting Products in finished form.

Applicable Standard

ANSI A118.10 and A118.12

Physical Properties

Physical Property	Test Method	LATICRETE® Hydro Ban*
7-day Hydrostatic Test	ANS! A118.10	Pass
7-day Tensile Strength	ANSI A118.10	265-300 psi (1.8-2.0 MPa)
7-day Water Immersion	ANSI A118.10	95-120 psi (.783 MPa)
7-day Shear Bond	ANS! A118.10	200-275 psi (1.4-1.9 MPa)
28-day Shear Strength	ANSI A118.10	214-343 psi (1.5-2.3 MPa)

Working Properties

LATICRETE Hydro Ban can be applied using a paint brush, roller or trowel. All areas must have two coats to ensure waterproofing capabilities. When using a paint roller, substrate will not show through LATICRETE Hydro Ban if coated with 0.020-0.030" (0.5-0.8 mm) of dried membrane. Color changes from a light sage to olive green when fully cured.

5. INSTALLATION

Surface Preparation

Surface temperature must be $45-90^{\circ}F$ ($7-32^{\circ}C$) during application and for 24 hours after installation. All substrates must be structurally sound, clean and free of dirt, oil, grease, paint, laitance, efflorescence, concrete sealers or curing compounds. Make rough or uneven concrete smooth to a wood float or better finish with a LATICRETE underlayment. Do not level with gypsum or asphalt based products. Maximum deviation in plane must not exceed 1/4" in 10 ft (6 mm in 3 m) with no more than 1/16" in 1 ft (1.5 mm in 0.3 m) variation between high spots. Dampen hot, dry surfaces and sweep off excess water—installation may be made on a damp surface. New concrete slabs shall be damp cured and a minimum of 14 days old before application.

- Installer must verify that deflection under all live, dead and impact loads of interior plywood floors does not exceed industry standards of L/360 for ceramic tile and brick or L/480 for stone installations where L=span length.
- 2. Minimum construction for interior plywood floors.

SUBFLOOR: 5/8" (15 mm) thick exterior glue plywood, either plain with all sheet edges blocked or tongue and groove, over bridged joints spaced 16" (400 mm) o.c. maximum; fasten plywood 6" (150 mm) o.c. along sheet ends and 8" (200 mm) o.c. along intermediate supports with 8d ring-shank, coated or hot dip galvanized nails (or screws); allow 1/8" (3 mm) between sheet ends and 1/4" (6 mm) between sheets edges; all sheet ends must be supported by a framing member; glue sheets to joints with construction adhesive.

Ps 3

UNDERLAYMENT: 5/8" (15 mm) thick exterior glue plywood fastened 6" (150 mm) o.c. along sheet ends and 8" (200 mm) o.c. in the panel field (both directions) with 8d ring-shank, coated or hot dip galvanized nails (or screws); allow 1/8" (3 mm) to 1/4" (6 mm) between sheets and 1/4" (6 mm) between sheet edges and any abutting surfaces; offset underlayment joints from joints in subfloor and stagger joints between sheet ends; glue underlayment to subfloor with construction adhesive. Refer to Technical Data Sheet 152 "Bonding Ceramic Tile, Stone or Brick Over Wood Floors" for complete details.

Pre-Treat Cracks & Joints

Fill all substrate cracks, cold joints, and control joints to a smooth finish using a LATICRETE® Latex Fortified Thin-Set. Alternatively, a liberal coat^^ of LATICRETE Hydro Ban™ applied with a paint brush or trowel may be used to fill in non structural joints and cracks. Apply a liberal coat^^ of LATICRETE Hydro Ban approximately 8" (200 mm) wide over substrate cracks, cold joints, and control joints using a paint brush or roller (heavy napped roller cover). LATICRETE 6" (150 mm) reinforcing fabric can be used to pretreat cracks, joints, curves, corners, drains and penetrations with LATICRETE® Hydro Ban™.

Pre-Treat Coves and Floor/Wall Transitions

Fill all substrate coves and floor/wall transitions to a smooth finish and changes in plane using a LATICRETE latex fortified thin-set mortar. Alternatively, a liberal coat^^ of LATICRETE Hydro Ban applied with a paint brush or trowel may be used to fill in cove joints and floor/wall transitions <1/8" (3 mm). Apply a liberal coat^^ of LATICRETE Hydro Ban approximately 8" (200 mm) wide over substrate coves and floor/wall transitions using a paint brush or roller (heavy napped roller cover).

Pre-Treat Drains

Drains must be of the clamping ring type, with weepers and as per ASME A112.6.3. Apply a liberal coat^^ of LATICRETE Hydro Ban Waterproofing Membrane liquid around and over the bottom half of drain clamping ring. Cover with a second coat^^ of LATICRETE Hydro Ban. When dry, apply a LATICRETE LatasilTM bead where the LATICRETE Hydro Ban meets the drain throat. Install top half of drain clamping ring.

Pre-Treat Penetrations

Allow for a minimum 1/8" (3 mm) space between drains, pipes, lights or other penetrations and surrounding ceramic tile, stone or brick. Pack any gaps around pipes, lights or other penetrations with a LATICRETE Latex fortified thin-set mortar. Apply a liberal coat^^ of LATICRETE Hydro Ban liquid around penetration opening. Cover with a second coat^^ of LATICRETE Hydro Ban. Bring LATICRETE Hydro Ban up to level of tile or stone. When dry, seal flashing with LATICRETE Latasil.

Main Application

Allow any pre-treated areas to dry to the touch. Apply a liberal coat^^ of LATICRETE Hydro Ban with brush or roller over substrate including pre-treated areas. Apply another liberal coat^^ of LATICRETE Hydro Ban over the first coat of LATICRETE Hydro Ban. Let topcoat dry to the touch, approximately 1–3 hours at 70°F (21°C) and 50% RH. When last coat has dried to the touch, inspect final surface for pinholes, voids, thin spots or other defects. LATICRETE Hydro Ban will dry to an olive green color when fully cured. Use additional LATICRETE Hydro Ban to seal defects.

Expansion Joints

See LATICRETE Hydro Ban Installation Instructions 663.5.

Note: Apply a liberal coat of LATICRETE Hydro Ban, approximately 8" (200 mm) wide over the areas. Then embed and loop the 6" (150 mm) wide LATICRETE Waterproofing Membrane Reinforcing

Fabric and allow to bleed through. Then top coat with a second coat of LATICRETE Hydro Ban.

Protection

Provide protection for newly installed membrane, even if covered with a thin bed ceramic tile, stone or brick installation, against exposure to rain or other water for a minimum of 24 hours at 70°F (21°C) and 50% RH.

Flood Testing

Allow membrane to cure fully before flood testing, typically 24 hours at 70°F (21°C) and 50% RH. Cold and/or wet conditions will require a longer curing time. For temperatures 45-69°F (7-21°C) allow 3 days prior to flood testing.

Installing Finishes

Once LATICRETE Hydro Ban has dried to the touch, ceramic tile, stone or brick may be installed by the thin bed method with a LATICRETE Latex Thin-Set Mortar. Allow LATICRETE Hydro Ban to cure 24 hours at 70°F (21°C) and 50% RH before covering with concrete, thick bed mortar, screeds, toppings, coatings, epoxy adhesives, terrazzo or moisture sensitive resilient or wood flooring. Do not use solvent-based adhesives directly on LATICRETE Hydro Ban.

^^ Dry coat thickness is 20–30 mils, 0.02"-0.03", (0.5-0.8 mm); consumption per coat is ~0.01 gal/ft' (-0.4 t/m); coverage per coat is ~100 ft'/gaf (~2.5 m'/ð.

Drains & Penetrations

Use LATICRETE Latasil and foam backer rod to seal space between drain or penetration and finish. Do not use a grout or joint filler mortar.

Control Joints

Ceramic tile, stone and brick installations must include sealantfilled joints over any control joints in the substrate. However, the sealant-filled joints can be offset horizontally by as much as one tile width from the substrate control joint location to coincide with the grout joint pattern.

Expansion Joints

Ceramic tile, stone and brick installations must include expansion at coves, corners, other changes in substrate plane and over any expansion joints in the substrate. Expansion joints in ceramic tile, stone or brickwork are also required at perimeters, at restraining surfaces, at penetrations and at the intervals described in the Tile Council of North America, Inc. (TCNA) Handbook Installation Method EJ171. Use LATICRETE Latasil and backer rod.

Spray Application of LATICRETE Hydro Ban

Follow all installation and surface preparation requirements outlined in this document and DS 663.5 and TDS 410.

The sprayer being used for the application of LATICRETE Hydro Ban should be capable of producing a maximum of 3300 psi (22.8 MPa) with a flow rate of 0.95 to 1.6 GPM (3.6 to 6.0 LPM) using a 0.521 or a 0.631 reversible tip. Keep the unit filled with LATICRETE Hydro Ban to ensure continuous application of liquid. The hose length should not exceed 100' (30 m) in length and 3/8" (9 mm) in diameter.

Apply a continuous LATICRETE Hydro Ban film with an overlapping spray. The wet film has a sage green appearance and dries to a darker olive green color. When the first coat has dried to a uniform olive green color, approximately 45 to 90 minutes at 70°F (21°C), visually inspect the coating for any voids or pinholes. Fill any defects with additional material and apply the second coat at right angles to the first. The wet film thickness should be checked periodically using a wet film gauge. Each wet coat should be 0.015–0.022 inches (0.4–0.6 mm) thick. The combined dried coating should be 0.020–0.030 inches (0.5–0.8 mm) thick or 0.029–0.043 inches (0.7–0.11 mm) wet.

Check application thickness with a wet film gauge periodically as the LATICRETE® Hydro Ban™ is being dispensed to ensure that the appropriate thickness and coverage is achieved. Bounce back and overspray will consume more product. To achieve the required film thickness, the coating must be free from pinholes and air bubbles. Do not back roll the spray applied coating. Allow the LATICRETE Hydro Ban to cure in accord with the instructions in this document, DS 663.5 and TDS 410 prior to the installation of the tile or stone finish.

It is important to note that areas not scheduled to receive the LATICRETE Hydro Ban should be taped off and protected from any potential overspray. Expansion and movement joints should be honored and treated as outlined in this document, DS 663.5 and TDS 410.

Cleaning

While wet, LATICRETE Hydro Ban can be washed from tools with

6. AVAILABILITY AND COST

Availability

LATICRETE and LATAPOXY materials are available worldwide. For Distributor information, call:

Toll Free:

1.800.243.4788, ext. 235

Telephone:

+1.203.393.0010

For on-line Distributor Information, visit LATICRETE at

www.laticrete.com.

Cost

Contact a LATICRETE Distributor in your area.

7. WARRANTY

See 10. FILING SYSTEM.

DS 230.13:

LATICRETE Product Warranty

A component of:

DS 230.12: LATICRETE 10 Year System Warranty

DS 230.14: DS 700.12:

LATICRETE 15 Year Residential Warranty LATICRETE Lifetime Residential Warranty

8. MAINTENANCE

LATICRETE and LATAPOXY grouts require routine cleaning with a neutral pH soap and water. All other LATICRETE and LATAPOXY materials require no maintenance but installation performance and durability may depend on properly maintaining products supplied by other manufacturers.

9. TECHNICAL SERVICES

Technical assistance

Information is available by calling the LATICRETE Technical Service Hotline (hours 8:00 AM to 5:30 PM EST):

Toll Free:

1.800.243.4788, ext. 235

Telephone: +1.203.393.0010, ext. 235

Fax: +1.203.393.1948

Technical and safety literature

To acquire technical and safety literature, please visit our website at www.laticrete.com.

10. FILING SYSTEM

Additional product information is available on our website at www.laticrete.com. The following is a list of related documents:

LATICRETE Product Warranty DS 230.13:

DS 230.12: LATICRETE 10 Year System Warranty

DS 230.14: LATICRETE 15 Year Residential Warranty DS 700.12: LATICRETE Lifetime Residential Warranty

LATICRETE 220 Marble & Granite Mortar DS 297.0:

DS 6200.1: LATICRETE Latasil™

LATAPOXY® 300 Adhesive DS 633.0:

TDS 152: "Bonding Ceramic Tile, Stone or Brick Over

Wood Floors"

TDS 410: Spraying LATICRETE Hydro Ban



LATICRETE International, Inc. One LATICRETE Park North Bethany, CT 06524-3423 USA 1.800.243.4788 +1.203.393.0010 www.laticrete.com

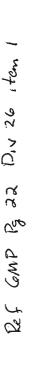
© 2008 LATICRETE International, Inc.
LATICRETE, LATIAPOXY, SPECTRALOCK and the complete logo are Registered Trademarks of LATICRETE International, Inc. GREENGUARD Indoor Air Quality Certified is a Registered Trademark of the GREENGUARD Environmental

DS-663.0-0608

Moud J. Barrie, P.E. Forda Lorna #11567

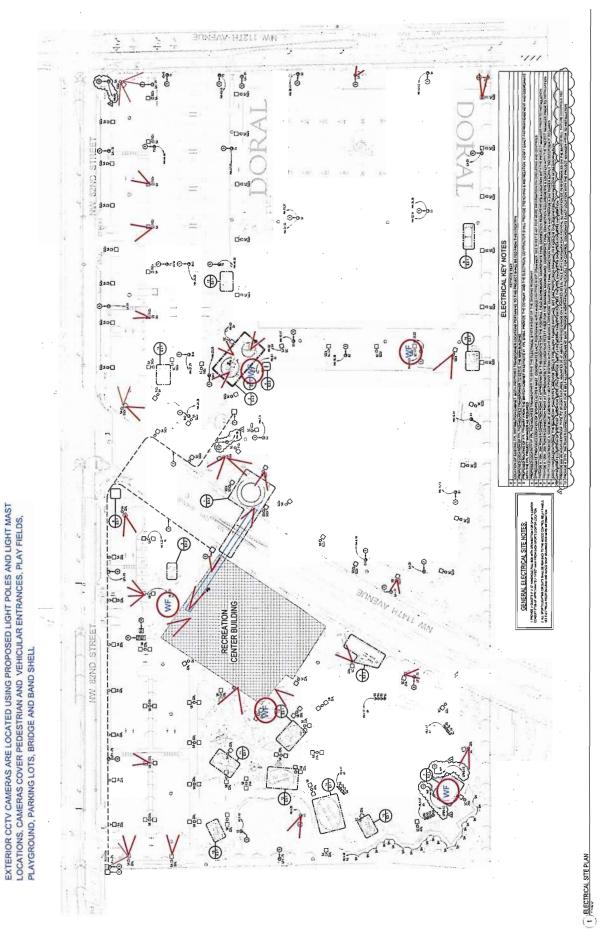
PLACE SERVE (ALT)

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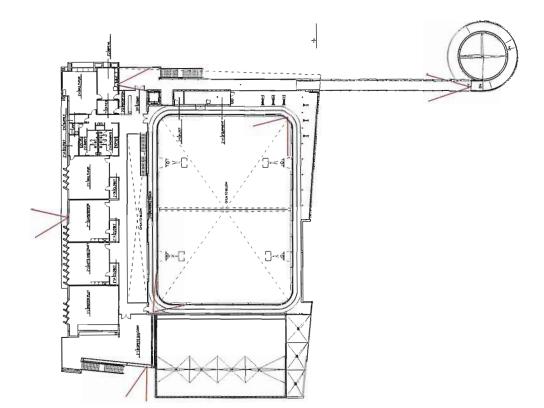
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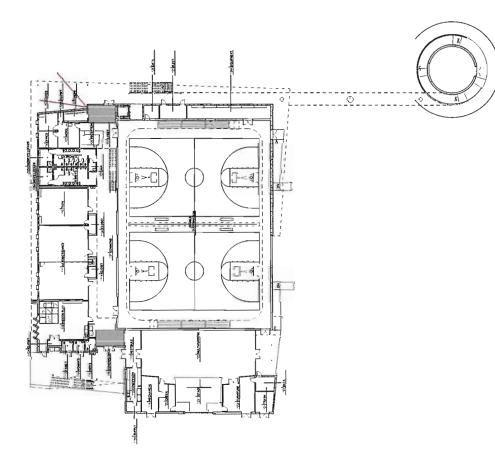
SITE CCTV & WIPI LOCATIONS





Ref GMP Bg 22 Div 26 Item

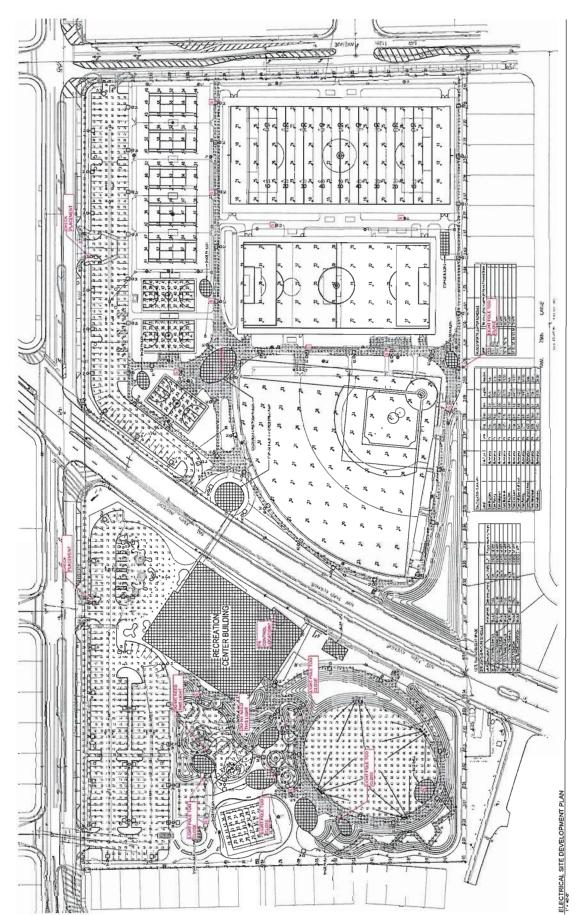


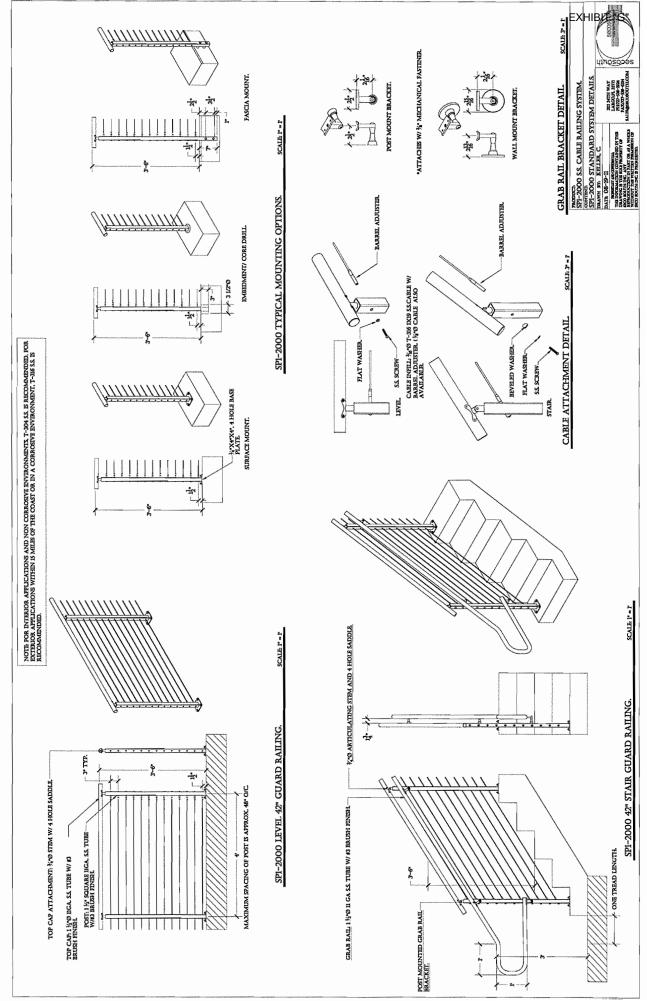


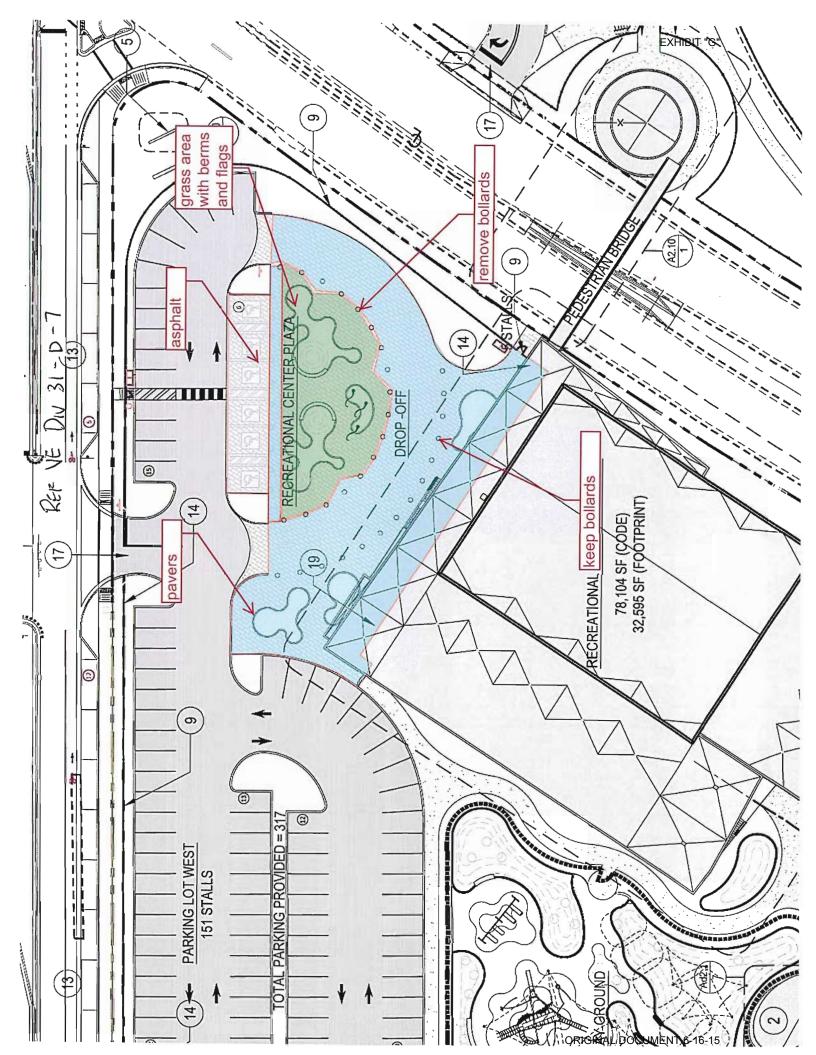
GORDUND FLOOR - REC BUILDING + BRIDGE FLOOR PLAN FOR REFERENCE

(2) SECOND FLOOR - REC CENTER + PEDESTRIAN BRIDGE FLOOR PLAN FOR REFERENCE









PROPOSAL TERM

This GMP Proposal must be accepted in writing by the Owner on or before June 19, 2015. After said date, this GMP Proposal shall be null and void, absent the express written acceptance by Biltmore Construction Co., Inc.

Date: June 16, 2015

BILTMORE CONSTRUCTION CO., INC.

cianatura

Signature

Name: Travis Parker

Print Name

Title: Vice President

ATTACHMENT 4 OWNER DIRECT PURCHASES

SUPPLEMENTARY CONDITIONS PROVISIONS FOR TAX EXEMPT TRANSACTIONS/DIRECT MATERIALS PURCHASING FOR CONSTRUCTION MANAGER AT-RISK AGREEMENT FOR NW 114TH AVENUE PARK

These Supplementary Conditions are in addition to those set forth in general conditions of the of the Construction Management At-Risk Services Agreement by and between the City of Doral (the "City") and Biltmore Construction (the "CM"), dated ______ (the "Agreement") are incorporated therein and made a part hereof by this reference. To extent these Supplementary Conditions are in direct conflict with any other the particular provision of the Agreement, these Supplementary Conditions shall prevail and be used. References to the "Project" as stated herein shall refer to the

- 1. Provisions for administration of tax exempt transactions for direct materials purchasing by City of Doral are authorized pursuant to Section 212.08(6), Florida Statutes, Department of Revenue Rule 12A-1.094, Florida Administrative Code, and Section 2-323 of the City of Doral Code of Ordinance.
- 2. City, being exempt from sales tax pursuant to the authority set forth above, reserves the right to make direct purchases of certain materials to be incorporated into the construction of the Project by the CM and its Subcontractors. The direct purchase by City of materials to be implemented for the Project and the amount of such direct purchases shall be at the sole discretion of City and as further set forth herein. The CM agrees to the reasonableness of terms and conditions set forth herein for tax exempt transactions/direct materials purchasing by City. Any products, materials, supplies or equipment included in the GMP Amount to be directly purchased by City shall be referred to as City-Purchased Materials and shall be governed by the terms and conditions of the Contract Documents and these Supplementary Conditions. The CM and its Subcontractors shall include the terms and conditions of these Supplementary Conditions in all contracts related to materials directly purchased by City. The CM shall remain responsible for the purchase of all materials not the subject of sales tax recovery, including payment of all sales tax associated therewith.
- 3. The CM's Guaranteed Maximum Price (the "GMP") Proposal and all Subcontractor bid amounts included therein shall include all applicable Florida State sales and other taxes and any and all associated and necessary costs for all products materials supplies and equipment required to complete the Work set forth in the Construction Documents as if all such items were being purchased by the CM.
- 4. The approved GMP Amendment indicates the amount of negotiated sales tax recovery in the form of a Guaranteed Sales Tax Recovery Amount equivalent to

the applicable sales tax that would otherwise be required to be paid if the CM were purchasing the materials. All Guaranteed Sales Tax Recovery Amounts and City-Purchased Materials Amounts shall be calculated based on the applicable sales tax rate. City will not be required to purchase materials exceeding the City-Purchased Materials Amount.

- 5. The approved GMP Amendment shall indicate whether the GMP Amount includes the sales tax corresponding to the Guaranteed Sales Tax Recovery Amount. The determination of whether or not to include the sales tax in the GMP Amount shall be at the sole discretion of City. If the sales tax corresponding to the Guaranteed Sales Tax Recovery Amount has not already been deducted from the approved GMP Amount, the GMP Amount will be adjusted by credit Change Order to deduct from the GMP Amount the Guaranteed Sales Tax Recovery Amount. Such deductive Change Orders may be processed as an initial Change Order or as subsequently processed Change Order(s) at such later time as deemed appropriate by the City prior to Final Completion of the Project. The CM agrees to deductive Change Orders for Guaranteed Sales Tax Recovery Amounts.
- Once established, the Guaranteed Sales Tax Recovery Amount shall not be subject to reduction, it being understood that City is entitled to the full amount of such sales tax recovery, notwithstanding the actual amount of materials purchased by City for the Project.
- 7. The CM agrees that the portion of the GMP Amount anticipated for City-Purchased Materials Amount shall not be encumbered under the City purchase order for the GM and shall be used by City to purchase certain materials for the Project. Should it be deemed appropriate by City, the CM agrees to deductive Change Orders for the City-Purchased Materials Amounts.
- 8. The CM agrees to submit Purchase Order Requests for materials, products and equipment purchases to City as set forth herein for the full amount of the City-Purchased Materials Amount. If the amount of all materials actually purchased by City is less than the City-Purchased Materials Amount, the difference shall be encumbered under the City's purchase order for the CM. If the GMP Amount had already been adjusted by initial credit Change Order for the City Purchased Materials Amount prior to the purchase of the materials, such difference shall be returned to the GMP Amount by additive Change Order or contingency adjustment. The CM may submit its requisition for payment in the amount of such difference only after all materials purchases purchased have been fully completed and the associated deductive Change Order or contingency adjustment for the City-Purchased Materials Amount has been approved by the City. The CM shall not be entitled to any refund of the Guaranteed Sales Tax Savings due to the amount of materials actually purchased by City being less than the City-Purchased Materials Amount, unless the CM can show that it was

- unable to achieve the City-Purchased Materials Amount for reasons or causes solely attributable to actions or inactions of the City.
- 9. The CM agrees that the sole purpose for uses of portions of the GMP Amount or deductive Change Orders for City-Purchased Materials, is to facilitate purchasing of materials by City for the Project without payment of sales tax. With the exception of the requirements of law for qualification of City purchases of materials to be exempt from payment of sales tax, the CM shall remain fully responsible for the performance of all Work required to construct the Project as set forth in the Contract Documents and GMP Amendment, inclusive of all labor, products, materials and equipment, whether purchased by City or the CM. The CM shall be responsible for the timely and proper submission of all deductive Change Orders related to City-Purchased Materials, including allowance of sufficient time for their processing and approval by City.
- 10. Upon mutual agreement between the CM and City, the City-Purchased Materials Amount may be increased beyond that initially established in the approved GMP Amendment. Any subsequent City-Purchased Materials shall conform to the requirements set forth herein for initially established City-Purchased Materials and the CM agrees to appropriate deductive Change Orders for the additional Guaranteed Sales Tax Savings corresponding to the increase in City-Purchased Materials Amount.
- 11. The CM and Subcontractor shall be responsible for selecting all suppliers, vendors and materialmen (collectively referred to herein as "Vendors") for all City-Purchased Materials, as necessary for the performance of the Work. The CM and Subcontractors shall include the provisions of the Agreement the Contract for Construction and any Supplementary Conditions in the terms and conditions of all Vendor Agreements and Purchase Order Requests for City-Purchased Materials.
- 12. The CM shall advise City of any proposed Vendors it has selected no less than ten (10) business days prior to the time the CM submits any Purchase Order Request for any proposed Vendor. If any of CM's proposed Vendors are not active Vendors with City, the CM shall be responsible for ensuring that those Vendors are established as active Vendors with City prior to submission of any Purchase Order Requests to City for those Vendors. If any Vendor applications for CM or Subcontractors' proposed Vendors are incomplete or unacceptable, shall be responsible for having such deficiencies rectified or selecting other Vendors without any delay to the Project and without any increase in the GMP Amount.
- 13. As the CM and Subcontractors determine that City-Purchased Materials need to be ordered, the CM shall prepare and submit to City a standard Purchase Order Request, in the form set forth by City, to specifically identify the products, materials and equipment to be purchased by City for the project. Such Purchase Order Requests and associated invoices shall not include materials

for any other Projects under any other Contracts or other GMP Amendments. Each Purchase Order Request shall be prepared by each Subcontractor and be approved by the CM and Subcontractor prior to submission to City. Each Purchase Order Request shall include, but not be limited to the following:

- a. The name, address, telephone number, contact person and City Vendor Number, if applicable, for the material supplier;
- b. Manufacturer or brand, model or specification number of the item;
- c. Quantity needed as estimated by Subcontractor;
- d. The price quoted by the Vendor for the materials identified therein;
- e. The applicable sales tax associated with such quote (as if not tax exempt); and
- f. Delivery dates as established by Subcontractor.
- 14. Purchase Order Requests shall include reference to any terms and conditions which have been negotiated with the Vendor (i.e. payment terms, warranties, etc.). All Purchase Order Requests are to be submitted to City along with a copy of the Vendor's quotation, no less than 15 business days prior to the date required for ordering the materials. Purchase Order Requests shall not be in amounts less than \$10,000.00, unless otherwise authorized in writing by City. The CM shall provide written notice to City at the time the last Purchase Order Request for City-Purchased Materials is submitted.
- 15. After receipt of the Purchase Order Request City shall prepare its Purchase Orders for equipment materials or supplies Pursuant to the Purchase Order the Vendor will provide the required quantities of products materials and equipment at the price established in the Vendor's quote to the Subcontractor less any sales tax Upon receipt of each Purchase Order the Subcontractor through the Construction Manager, shall verify the terms and conditions of the Purchase Order and advise City of any discrepancies no later than three (3) business days after receipt. A City staff member shall be the approving authority for City on Purchase Orders for all City-Purchased Materials. The Purchase Order shall also require the delivery of City-Purchased Materials on the delivery date(s) provided by the Subcontractor in the Purchase Order Request and shall indicate F.O.B. the place of destination, which is defined as the Project site. City Purchase Orders shall contain, or be accompanied by, City exemption certificate and must include City name, address, and exemption number with issue and expiration date shown.
- 16. The CM through its Subcontractors shall be fully responsible for all matters relating to City-Purchased Materials in accordance with these procedures, including but not limited to timely delivery and receipt of all City-Purchased Materials, verifying correct quantities, verifying documentation or orders in a timely manner, coordinating purchases, providing and obtaining all warranties and guarantees required by the Contract Documents, inspection and acceptance of goods at the time of delivery, and loss or damage to equipment

and materials following delivery to the site due to the negligence of the CM or any of its Subcontractors. The CM and/or Subcontractor shall coordinate delivery schedules, sequence of delivery, loading orientation, and other arrangements normally required by the Subcontractor for the particular materials furnished. The CM and/or Subcontractor shall provide all services required for the unloading, handling and storage of materials through installation. The CM and Subcontractor agree to indemnify and hold harmless City from any and all claims of whatever nature resulting from nonpayment of goods to Vendors arising from the actions or directions of CM or Subcontractor.

- 17. As City-Purchased Materials are delivered to the Project site, the Construction Manager through its Subcontractors, shall visually inspect all shipments from the Vendors, and approve the Vendor's invoice for materials delivered. The Subcontractors shall assure that each delivery is accompanied by documentation adequate to identify the Purchase Order against which the purchase is made. This documentation shall consist of a delivery ticket and an invoice from the Vendor confirming the Purchase Order, together with such additional information as City or CM may require. The Subcontractors will verify, in writing, the accuracy of the delivery ticket.
- 18. On a weekly basis, Subcontractors shall be required to review invoices submitted by all Vendors of City-Purchased Materials delivered to the Project site during that week and either concur or object to City issuance of payment to the Vendors, based upon Subcontractors' records of materials delivered to the site and any defects in such materials. The Subcontractor will then forward the invoice to the CM for its review and approval prior to submission to City. All Vendor invoices shall be stamped "Approved For Payment" and be signed by the CM and Subcontractors prior to submission to City for payment processing. The CM shall notify City in writing in a timely manner such that City can, at its option, visit the site to verify and audit the accuracy of the CM and Subcontractors' representation that the City Purchased Materials indicated in the invoice, delivery ticket or bill of lading were actually delivered to and are present on the Project site.
- 19. Vendor invoices shall be submitted to City weekly and be accompanied by the aforementioned delivery documentation and a listing of all City-Purchased Materials that have been delivered to date in a format acceptable to City will process the Vendor invoices and checks will be released delivered and remitted directly to the Vendors in the manner as all other City Vendor invoices are processed pursuant to applicable Florida Law Construction Manager shall provide written notice to City when all purchases and invoicing have been fully completed for each Purchase Order. The CM shall provide written confirmation from all Vendors confirming that all materials were ordered, delivered and invoiced as set forth in the Vendor's purchase order including confirmation of any portion of the materials and corresponding dollar amount not to be ordered, delivered and invoiced for the Project.

- 20. The CM and its Subcontractors shall be responsible for City-Purchased Materials being in conformance with the Contract and Construction Documents. All shop drawings and submittals shall be made by the Subcontractors, through the CM, in accordance with the Contract Documents for all City-Purchased Materials. CM and Subcontractor shall determine prior to incorporation into the Work if such materials are patently defective, and whether such materials are identical to the materials ordered and match the description on the bill of lading. If the CM or Subcontractor discovers defects or non-conformities in City-Purchased Materials, upon such visual inspection, the CM or Subcontractor shall not utilize such non-conforming or defective materials in the Work and instead shall promptly notify the Vendor, in writing, of the defective or non-conforming condition in order to pursue repair or replacement of those materials without any delay or interruption to the Project. Additionally, the Subcontractor shall notify City, in writing, through the Contractor-Construction Manager of such occurrence. If the Subcontractor fails to perform such inspection, and otherwise incorporates City-Purchased Materials, the condition of which it either knew about or should have known about by performance of an inspection, CM and Subcontractor shall promptly take action to remedy the defect or non-conformity so as not to delay the Work.
- 21. The CM and Subcontractor shall maintain detailed records of all City-Purchased Materials delivered to the site in a format acceptable to City including all City-Purchased Materials delivered into the Subcontractor's possession and portions of all such materials which have been incorporated into the work.
- 22. Each monthly Requisition for Payment shall clearly differentiate between and shall separately show amounts CM is requesting for payment for Work in place, all City-Purchased Materials Amounts established in the approved GMP and amounts of all City-Purchased Materials delivered to the Project site. If any City-Purchased Materials represented in the Requisition for Payment as having been delivered to the site are found not to be present on the site, City reserves the right to deduct amounts from the Payment Requisition as appropriate to protect the City. Retainage shall not be withheld for City Purchased Materials.
- 23. After all Purchase Order Requests and associated invoices for payment for City-Purchases Materials have been finalized a deductive Change Order or contingency adjustment for City-Purchased Materials may be processed if deemed appropriate and at the sole discretion of the City The Construction Manager shall provide a full final accounting and reconciliation of all City-Purchased Materials actual processed for the Project.
- 24. The CM and Subcontractor shall be responsible for all warranty and guarantee obligations set forth in the Contract Documents for the Project for all materials and products incorporated therein, including all City-Purchased Materials. All

- repairs, maintenance or damage repair calls related to City-Purchased Materials shall be forwarded to the Subcontractor for resolution with the appropriate supplier or Vendor.
- 25. The City shall be deemed to take title for City-Purchased Materials from the Vendor at the time of delivery to the Project site and approval by the CM and Subcontractor. The transfer of the possession of City-Purchased Materials from the City to the CM and Subcontractor shall constitute a bailment for mutual benefit of City and the CM and Subcontractor. City shall be considered the bailor and the CM and Subcontractor the bailee of the City-Purchased Materials. City-Purchased Materials shall be considered returned to City for purposes of its bailment at such time as they are incorporated into the Project or consumed in the process of completing the Project. Bailee shall have the duty to properly safeguard, store and protect all City-Purchased Materials.
- 26. The CM shall assume the risk of loss for City-Purchased Materials for the Project as set forth in the Agreement for the period of delivery of those materials to the Project site and until the time those materials have been incorporated into the Work by the CM and during that period of time, the CM shall be responsible for deductible payments for any covered loss(s). Further, the CM shall responsible for providing all proper handling, storage and protection from damage, theft or other loss for all City-Purchased Materials delivered to the Site in the same manner as set forth in the Agreement for all materials, products and equipment to be incorporated into the work.
- 27. City shall in no way be liable for interruption or delay in the Project for any defects or any other problems with the Project or for any extra or cost resulting from delay in the delivery of or defects in City-Purchased Materials and the Construction Manager and its Subcontractors expressly accept all risks and responsibilities for incomplete, improper or untimely delivery of these materials.
- 28. CM shall be responsible for the removal and proper disposal of any waste City-Purchased Materials delivered to the site that were not used to complete the Project. City, at its option, may take possession of any City-Purchased Materials delivered to the site that were not incorporated into the Work by the CM.

ATTACHMENT 5 BUILDERS RISK INSURANCE



CONFIRMATION OF INSURANCE

DATE: July 1, 2015

TO: Cobb Strecker Dunphy & Zimmermann, Inc.

Jackie Ferguson 150 South 5th Street

Suite 2800

Minneapolis, MN 55402-4240

E-MAIL ADDRESS: jferguson@csdz.com

FROM: Ned Garmoe

We are pleased to confirm that coverage has been bound with the carrier shown below in accordance with terms, conditions, and limitations provided by the carrier for you and your insured to review. As the broker with the direct relationship with the Insured, it is your responsibility to carefully review with the Insured all of the terms, conditions, and limitations of this Confirmation of Insurance, and to specifically reconcile with the Insured any differences between those quoted and those you requested. RT Specialty expressly disclaims any responsibility for any failure on your part to review or reconcile any such differences with the Insured. This coverage may not be bound without a fully executed brokerage agreement.

Any amendments to coverage must be specifically requested in writing or by submitting a policy change request form and then approved by the Insurance Company Underwriters. Coverage cannot be affected, amended, extended or altered through the issuance of certificates of insurance.

IMPORTANT NOTE: The Home State of the Named Insured shall be determined in accordance with the provisions of the Nonadmitted and Reinsurance Act of 2010, 15. U.S.C §8201, etc. ("NRRA"), and the applicable law of the Home State governing cancellation or non-renewal of insurance shall apply to this Policy.

NAMED INSURED: Biltmore Construction Co., Inc

City of Doral (Additional Insured & Loss Payee)

MAILING ADDRESS: 1055 Ponce de Leon Blvd

Belleaire, FL 33756

SUBMISSION NUMBER: \$150306307

R-T Specialty, LLC



CONFIRMATION OF INSURANCE

CARRIER: Underwriters at Lloyds (Non-Admitted)

POLICY NUMBER: ZGP0112701

POLICY TERM: 7/1/2015 to 7/1/2016

COVERAGE: Named Windstorm and Flood Deductible Buy Back

TYPE: Named Windstorm and Flood Deductible Buy Back Insurance and as more fully

defined in the Policy Wording.

INTEREST: Real and Business Personal Property of the Insured, Extra Expenses and Soft

Costs and as more fully defined in the Policy Wording.

LIMIT: To pay the difference between 5% of Total Insured Costs and USD 50,000 per

occurrence

Maximum recoverable amount hereunder being USD 749,598 per occurrence

SITUATION: 11300 NW 81st Terrace, Doral, FL 33178

CONDITIONS: LSW 1658 - Deductible Buy Back Insurance - Stevens 09 (amended)

60 days Cancellation Clause as per wording.

NMA 1191 – Radioactive contamination exclusion clause NMA 2340 – Seepage and pollution exclusion clause NMA 2802 – Electronic date recognition exclusion clause NMA 2915 (amended) – Electronic Data Endorsement B NMA 2918 – War and Terrorism Exclusion Clause NMA 2962 – Biological or chemical materials exclusion LMA 5018 – Microorganism Exclusion (Absolute) LMA 5019 (amended) – Asbestos Endorsement

LMA 5020 - Service of Suit Clause (U.S.A.) naming Mendes and Mount New

York as per wording.

LMA 5219 - U.S. Terrorism Risk Insurance Act of 2002 as amended

Not Purchased Clause

Fraudulent Claims Clause as per wording

Conformity Clause.

NOTICES: LMA 9037 FLORIDA SURPLUS LINES NOTICE (GUARANTY ACT)

CHOICE OF LAW

& JURISDICTION: This Insurance is governed by the law of Florida and subject to the jurisdiction

of a court of competent jurisdiction within the United States, as determined

under the Service of Suit Clause provided in this Insurance.



INSURER CONTRACT

DOCUMENTATION: This document details the contract terms entered into by the insurer(s), and constitutes the contract document. The contract change document(s) signed by the insurer(s) shall form the evidence of the changes agreed.

This contract is subject to US state surplus lines requirements. It is the responsibility of the surplus lines broker to affix a surplus lines notice to the contract document before it is provided to the insured. In the event that the surplus lines notice is not affixed to the contract document the insured should contact the surplus lines broker.

INFORMATION

INFORMATION:

Total Construction Costs USD 15,991,947

Occupancy Construction of a new Sports Park in Florida

Loss Record New construction

COMMISSION: 10.00%

MINIMUM EARNED PREMIUM: 100.00%

PREMIUM:

Fees are Fully Earned

 Premium
 \$93,400.00

 EMPA Fee - FL
 \$4.00

 Stamping Fee - FL
 \$163.45

 Surplus Lines Tax - FL
 \$4,670.00

TOTAL \$98,237.45

PREMIUM FINANCE

If the premium will be financed, please provide the following information and instruct the premium finance company to send documents to our attention. Premium Finance funds should always be paid to R-T Specialty, LLC:

Name of Premium	
Finance Company:	
Premium Finance	
Account Number:	



This placement may include a broker fee for services that may include performing a risk analysis, comparing policies, processing submissions, communication expenses, searching the markets for the desired coverage, working with underwriters on the coverage proposal and servicing the policy after issuance. Third-party inspection fees may be itemized. If the insured recommends an inspection company we will endeavor to determine if it is approved by the carrier. As a broker, we represent the insured. We will also receive a commission from the insurer. Broker fees on admitted policies may be fully earned and nonrefundable. Broker fees may be applied to renewal policies, endorsements and certificates. Fees applicable to each renewal, endorsement and certificate will be explained in the quotes. The insured was not obligated to purchase the proposed insurance.

We have an agreement with the insurer that we are proposing for your insurance that may pay us future additional compensation. This type of compensation is in addition to any fees and/or commissions that we have agreed to accept for servicing your insurance needs. This compensation, generally known as profit-sharing, is based on formulas that consider the volume of business placed with the company, the profitability of that business, how much of the business is retained for the company's account each year, and other factors. The agreement considers total eligible premium from all clients placed during a calendar year and any profit-sharing payment is usually received around the second calendar quarter of the following calendar year. Because of variables in this program, we have no accurate way at this time to determine the amount of any additional compensation that might be attributable to our proposal for your insurance. If you need any further information about this proposal or this insurance company that we are proposing to provide your insurance please contact us.

CONFIRMED BOUND BY:

Ned Garmoe Nathan Youngs Elizabeth Lubbers Stan Yanz 312-379-8215 312-379-8199 312-878-8297 312-878-8351

CONFIDENTIAL



DATE: July 1, 2015

TO: Cobb Strecker Dunphy & Zimmermann, Inc.

Jackie Ferguson 150 South 5th Street

Suite 2800

Minneapolis, MN 55402-4240

E-MAIL ADDRESS: jferguson@csdz.com

FROM: Ned Garmoe

We are pleased to confirm that coverage has been bound with the carrier shown below in accordance with terms, conditions, and limitations provided by the carrier for you and your insured to review. As the broker with the direct relationship with the Insured, it is your responsibility to carefully review with the Insured all of the terms, conditions, and limitations of this Confirmation of Insurance, and to specifically reconcile with the Insured any differences between those quoted and those you requested. RT Specialty expressly disclaims any responsibility for any failure on your part to review or reconcile any such differences with the Insured. This coverage may not be bound without a fully executed brokerage agreement.

Any amendments to coverage must be specifically requested in writing or by submitting a policy change request form and then approved by the Insurance Company Underwriters. Coverage cannot be affected, amended, extended or altered through the issuance of certificates of insurance.

IMPORTANT NOTE: The Home State of the Named Insured shall be determined in accordance with the provisions of the Nonadmitted and Reinsurance Act of 2010, 15. U.S.C §8201, etc. ("NRRA"), and the applicable law of the Home State governing cancellation or non-renewal of insurance shall apply to this Policy.

NAMED INSURED: Biltmore Construction Co., Inc

City of Doral (Additional Named Insured & Loss Payee)

MAILING ADDRESS: 1055 Ponce de Leon Blvd

Belleaire, FL 33756

SUBMISSION NUMBER: \$150306307



CARRIER: Houston Casualty Company

POLICY NUMBER: H15CP90091-00

POLICY TERM: 7/1/2015 to 7/1/2016

COVERAGE: Builders Risk - IM

To the extent required by any contract or subcontract for an **INSURED PROJECT**, and then only as their respective Interests may appear, all owners, contractors and subcontractors of every tier and any other individual or entity specified in such contract or subcontract are recognized as Additional Insureds hereunder.

All hereinafter referred to as the Insured

The Named Insured shall be deemed the sole and irrevocable agent of each and every Insured under this policy for the purpose of giving or receiving any notices to / from the Company, giving instructions to or agreeing with the Company for alterations of this policy and making or receiving payments of premiums or adjustments of premium.

DESCRIPTION OF INSURED PROJECT (Including Project Name and/or Contract Number as applicable):

New construction of:

new park with a 38,280 sf, 2 story recreation building. Soccer fields, baseball field, 5 tennis courts, 3 full and one ½ court basketball court, 2 sand volley ball courts, playground area, splash pad, band shell with event lawn, 8 park shelters, Concession/Restroom Building, Pedestrian Bridge crossing a 4 lane road, and parking. The site area is approximately 17 acres. Also part of the project is widening and modification of roads adjacent to the property.

Masonry Non-combustible Rec Center

38,280 sq/ft 2 stories

Weather shelter #1 (4 total)

Non-combustible 1 story 472 sq ft each, 1,888 total Weather shelter #2 (2 total)

Non-combustible 1 story 840 sq/ft each; 3,360 total



Weather Shelter # 3

Non-combustible

1 story

1,206 sq/ft

Weather Shelter #4

Non-combustible

1 story

1,580 sq ft

Concessions/Restrooms

Masonry Non-combustible

1 story

1,800 sq/ft

LOCATION OF INSURED PROJECT: 11300 NW 81st Terrace Doral, FL. 33178

ESTIMATED TOTAL CONTRACT VALUES:

\$14,107,773

Physical Damage (hard costs+ owner supplied material)

No Coverage

Existing Property

\$ 1,884,174 No Coverage Delay in Completion – Soft Costs Delay in Completion – Loss of Rental Income

No Coverage

Delay in Completion – Loss of Profit

\$15,991,947

Estimated Total Contract Value

POLICY FORM: Houston Casualty Company Completed Value Builders Risk

Policy Form

ISSUING COMPANY:

Houston Casualty Company (non-admitted)

PARTICIPATION:

100% being \$15,991,947 part of \$15,991,947

POLICY TERRITORY:

While present at the location of the insured project and while in offsite storage or in transit within and/or the fifty (50) states comprising the United States of America, and within the District of Columbia including the territorial coastal waters of any of the

foregoing

POLICY TERM:

From:7/1/15 To: 7/1/16(1.0 yrs.) or the earlier of the actual construction schedule. Such coverage applies for such periods commencing directly with work at the insured project and continues in full force and effect until the earlier of the final acceptance by the owner, the expiration or cancellation date provided or the expiry of the Named Insured's interest unless

otherwise agreed to by endorsement



In the event that an owner places insurance on any portion of the work which has been declared and accepted as Substantially Complete or any portion of the work is occupied or placed into commercial service for its intended purpose, coverage as respects such portion of the work shall cease as of the Substantial Completion Date as stated in the Certificate of Substantial Completion, the date of occupancy or the date of commercial service, whichever first occurs

The foregoing includes a **Hot Testing Period** not exceeding **No Coverage** consecutive days If Delay in Completion Coverage is provided, the Period of Indemnity shall be **No Coverage** days

EXTENSION OF TERM: The policy term, the Hot Testing Period or both may be

extended at the Named Insured's request made in writing to the Company prior to expiration of coverage and upon the Company's acceptance subject to rates, deductibles, limits,

terms and conditions to be agreed

PERILS INSURED: Subject to the terms, exclusions, limitations and conditions

contained in or endorsed to the policy, coverage is provided against all risks of direct physical loss of or damage to property insured while at the location of the insured project, while in offsite storage or while in transit, all within the policy territory and

occurring during the term of this policy

PERILS EXCLUDED: Loss or damage caused by, resulting from, contributed to or

made worse by any of the following, all whether direct or indirect, proximate or remote or in whole or in part caused by, contributed to or aggravated by any physical loss or damage insured is excluded, except as specifically allowed in the policy: Consequential loss, damage or expense; faulty defective, error, deficiency or omission in workmanship, supplies, materials, designs, plans or specifications (resultant damage is covered); War; Nuclear; Inventory Shortage; Infidelity & Dishonesty; Fungus; Pollution & Contamination; Asbestos; Loss or damage covered by manufacturer/supplier guarantee or warranty; Normal subsidence, settling, cracking, expansion, contraction or shrinkage, Cessation of work; Infestation, disease, freeze, drought, hail, ice, snow, vermin, rodent and animal damage to trees, plants shrubs and landscaping; Erosion of finish or rough grades from runoff; Electrical/mechanical injury or error/omission in creating processing or copying electronic records; Millennium exclusion; Cyber risk-data recognition; Nuclear, chemical or biological terrorism; Water damage to property in the open or from water entering a building through

unprotected openings and other perils per standard Houston

Casualty Company policy form



PROPERTY INSURED: Permanent Works - All materials, supplies, equipment,

machinery, and other property of a similar nature, being property of the Insured or of others for which the Insured may be contractually responsible, the value of which has been declared by the Named Insured, all when used or to be used in or

incidental to the demolition of existing structures, site preparation, fabrication or assembly, installation or erection, alteration, renovation or construction of the insured project.

Temporary Works - All scaffolding, form work, fences, shoring, hoarding, falsework and temporary buildings all incidental to the project, the value of which has been declared by the Named

Insured.

PROPERTY EXCLUDED: Land & Land Value; Water; Animals; Standing Timber; Growing

Crops; Accounts; Bills; Currency: Vehicles, Existing Property (unless values declared and sublimit provided); Testing of Prototypical & Used Equipment; Developmental or Used Equipment; Transmission & Distribution Lines Outside of Project

Site; Property while Undergoing Ocean Cargo Shipment;
Radioactive Materials; Property located at other than project
site except while in transit or temporary storage; Contractor plant
& equipment and other property per standard Houston Casualty

Company policy form

STANDARD COVERAGE

EXTENSIONS:

Debris Removal; Property in Transit; Property in Offsite Storage; Expediting Expense; Plans & Blueprints; Fire Department Service Charges/Extinguishing Expenses; Cold Testing; Trees, Plants, Shrubs & Landscaping Materials,

OPTIONAL COVERAGE EXTENSIONS:

(coverage shall only

apply when a sublimit

below)

Damage to Existing Property (Limited or All Risk); Ordinance & Law/Demolition & Increased Cost of Construction; Contractor's Extra Expense; Pollution

& Contamination Cleanup & Decontamination; Interior is shown

Water Damage; Claim Preparation Costs; Mold &

Fungus Remediation; Architects and Engineers; Hot Testing

POLICY LIMIT: The Company will not be liable for more than its proportions of

\$15,991,947 in any one occurrence and further subject to its proportion of the following limits, sublimits and aggregate limits



POLICY SUBLIMITS & AGGREGATE LIMITS:

\$14,107,773	physical damage (hard costs + owner supplied material)					
No Coverage	physical damage to Existing Property					
\$ 1,884,174	Delay In Completion-Soft Costs and/or Loss of Rental Income and/or Loss of					
	Profits (subject to scheduled sublimits & policy aggregate)					
\$250,000	physical damage to property in Transit (per conveyance)					
\$250,000	physical damage to property in Offsite Temporary Storage and/or Offsite					
	Fabrication (per location)					
\$100,000	or 20% of the amount of physical loss or damage to insured property, whichever is					
	less – Expediting Expense					
\$100,000	Trees, Plants, Shrubs & Landscaping Materials					
	(maximum \$2,500 per item including landscaping)					
\$25,000	physical damage to Plans & Blueprints & Other Contract Documents					
\$50,000	Fire Brigade Charges & Extinguishing Expenses;					
\$1,000,000	or 25% of the amount of physical loss or damage to insured property, whichever is					
	less – Debris Removal					
\$1,000,000	Ordinance & Law / Demolition & Increased Cost of Construction					
\$50,000	Contractor's Extra Expense					
\$100,000	Pollution & Contamination Cleanup & Decontamination (Policy Aggregate)					
\$1,000,000	Interior Water Intrusion Damage					
\$50,000	Claim Preparation Costs					
No Coverage	Mold & Fungus Remediation (Policy Aggregate)					
\$25,000	Architects and/or Engineers Fees in restoration following an insured loss					
\$15,991,947	Windstorm other than NAMED WINDSTORM					
\$15,991,947	NAMED WINDSTORM					
	1					

In no event shall these sublimits of liability increase the Policy Limit of Liability.

Application of all sublimits is per occurrence unless otherwise noted.

Sublimits are part of Policy Limit, not in addition to.

ANNUAL AGGREGATE LIMITS OF LIABILITY:

Notwithstanding the foregoing and irrespective of the above stated Limit of Liability, the maximum amount the Company will pay for loss or damage from any one OCCURRENCE, and/or in the aggregate for loss or damage from all OCCURENCES, in any one policy year shall not exceed the following amounts for the following perils unless otherwise limited by the sublimits stated above:

\$10,000,000	Caused by, resulting from, contributed to, or aggravated by the peril of EARTHQUAKE except:
No Coverage	Caused by, resulting from, contributed to, or aggravated by the peril of EARTHQUAKE in all ISO Zone 1, Zone 2, and in the State of California ISO Zone 3
\$10,000,000	Caused by, resulting from, contributed to, or aggravated by the peril of FLOOD except:
\$10,000,000	Caused by, resulting from, contributed to, or aggravated by the peril of FLOOD in Special Flood Hazard Areas(SFHA), areas of 100 year flooding (Zone A, AE,AH,V and Shaded X), as defined by the Federal Emergency Management Agency or equivalent



DEDUCTIBLES:

From the amount of each claim for insured physical loss of or damage to property insured arising out of any one OCCURRENCE, there shall be deducted the applicable amount shown below, and then the liability of the Company shall be only for the amount of such insured loss or damage in excess thereof, subject to the Limit, Sublimits or Aggregate Limits of Liability set forth above. Should more than one physical damage deductible apply in any one occurrence, only the largest shall be applied.

\$10,000 physical loss of or damage to property insured ,except:

\$25,000 as respects water damage other than FLOOD

5 % of the total insured values at risk at the time and place of loss subject

to a minimum deduction of \$250,000 as respects the peril of FLOOD

\$25,000 as respects peril of EARTHQUAKE except:

No Coverage % of the total insured values at risk at the time and place of loss subject

to a minimum deduction of \$No Coverage as respects the peril of EARTHQUAKE in all ISO Zone 1, Zone 2 and in the State of California

ISO Zone 3,

5 % of the total insured values at risk at the time and place of loss subject

to a minimum deduction of \$250,000 as respects the peril of NAMED

WINDSTORM

\$25,000 as respects the peril of WINDSTORM

No Coverage to property insured while undergoing HOT TESTING

30 days waiting period-Delay in Completion

When a percentage (%) is entered absent a corresponding minimum dollar amount above, the percentage shall be applied without minimum. When a dollar amount is entered absent a corresponding percentage (%), the word minimum is deleted.

As respects Delay in Completion coverage, if applicable hereunder, the deductible period stated will always be applied in addition to any deductible stated for physical damage.

ANNUAL RATES: 1.0663/\$100 Physical Damage

1.0716/\$100 Delay in Completion

No Coverage Hot Testing

CANCELLATION: 60 Days, except 10 days for non-payment



VALUATION:

Property Under Construction - The cost to repair or replace the lost or damaged property, valued as of the time and place of loss, with material of like kind and quality, less betterment, including contractor's reasonable profit and overhead in the same proportion as that included in the original contract documents. If not so replaced, loss shall be settled on an Actual Cash Value basis with proper deduction for depreciation and exclusive of overhead and profit

Temporary Works - The actual cash value of the lost or damaged property valued as of the time and place of loss

Property Of Others (including items supplied by the owner or for which the Insured is legally responsible) - The cost to repair or replace the property lost or damaged with material of like kind and quality including contractor's charges incurred prior to loss and related to such property, if any, less betterment, or the property owner's cost, whichever is less

Existing Property - The cost to repair or replace the lost or damaged property with material of like kind and quality valued as of the time and place of loss. In the event that repair or replacement with materials of like kind and quality cannot be effected due to obsolescence or non-availability of such materials or the means and methods of fabricating, manufacturing, or installing such materials, repair or replacement shall be effected with materials, means and / or methods that are functionally equivalent to the lost or damaged property but excluding betterment. If not so replaced, loss shall be settled at Actual Cash Value (the cost to repair or replace as determined above, less depreciation)

Plans, Blueprints, Drawings, Renderings, Specifications Or Other Contract Documents And Models - The cost to reproduce with property of like kind and quality including the cost of gathering or assembling information from back up data if replaced. If not replaced the value of blank material

Trees, Shrubs, Plantings And Landscaping - The cost to replace with property of like kind, quality and size plus the proper proportion of labor expended if such damage occurs after installation

Property In Transit - The invoice cost plus accrued shipping charges less shipper's liability, if any

Delay In Completion Coverage - Actual Loss Sustained



OTHER TERMS APPLYING:

Ť	Permission to Occupy		Continuous weeks of coverage		
Ť	Protective Safeguards	Ť	Fenced Jobsite Perimeter		
	Applicable				
		Ť	Watchman/Security Service-non-working hours		
		Ť	Fire Hydrants Within 500' – Tested & Operational		
		Ť	Exterior Lighting		
		Ť	Brush/Vegetation Control		
		Ť	Other (define)		
Ť	Favorable Inspection & compliance with recommendations, if any				
Ť					
Ť					
Ŧ					

ADDITIONAL UNDERWRITING INFORMATION REQUIRED AS A CONDITION OF BINDING COVERAGE

If an item is checked (x) below it is a required part of the basis for the terms and conditions set forth herein. Any item(s) outstanding at the time a binder is requested may be cause for withdrawal or amendment of these terms and conditions

Breakdown of Estimated Total Contract Values Breakdown of construction contract value by building. Owner or third party supplied material to be installed and not included above Value of existing property to be insured and forming a part of the project Detailed itemized breakdown of Soft Cost line items to be insured by Phase Pro forma income statement for Loss of Rental Income coverage Pro forma income statement for Loss of Profit
Construction Schedule Most Current Critical Path or Bar Chart/Time Line
Project Plans Site or Plot Plan showing relationship between buildings Elevation Plan Typical Floor Plan Structural Framing Plan and Cross Sections (for large span open spaces within a structure) Cross Sections (for dams and tunnels) Profiles (for tunnels and underground / underwater utilities whether bored, drilled or trenched)
Geotechnical Summary Geotechnical Report for all projects (1) requiring deep foundations, (2) in an ISO

R-T Specialty, LLC

Earthquake Zone 1 or 2, (3) in close proximity to quarries or underground / aboveground mines (active or abandoned) or areas of past sinkhole activity, all (4) bridges, dams,

tunnels and all other underground construction and (5) all coastal exposures



(FEMA Fo	Listed Below Emergency Managorm 81-93) It of contractor ex			Hazard Deter	rmination
Policy Forms &	Endorsements	Applicable:			
Builders Risk Form					
Dewatering Endors	ement				
Piling, Sheet Piling	& Caisson Endorseme	ent			
Delay in Completio	n Endorsement				
Terrorism Exclusion	n Endorsement				
COMMISSION:		10.00%			
MINIMUM EARNI	ED PREMIUM:	100.00%			

PREMIUM:

Fees are Fully Earned

 Premium
 \$171,132.00

 EMPA Fee - FL
 \$4.00

 Stamping Fee - FL
 \$299.48

 Surplus Lines Tax - FL
 \$8,556.60

 TOTAL
 \$179,992.08

TRIA - REJECTED

THIS INSURANCE IS ISSUED PURSUANT TO THE FLORIDA SURPLUS LINES LAW. PERSONS INSURED BY SURPLUS LINES CARRIERS DO NOT HAVE THE PROTECTION OF THE FLORIDA INSURANCE GUARANTY ACT TO THE EXTENT OF ANY RIGHT OF RECOVERY FOR THE OBLIGATION OF AN INSOLVENT UNLICENSED INSURER.

SURPLUS LINES INSURERS' POLICY RATES AND FORMS ARE NOT APPROVED BY ANY FLORIDA REGULATORY AGENCY.

THIS POLICY CONTAINS A SEPARATE DEDUCTIBLE FOR HURRICANE OR WIND LOSSES, WHICH MAY RESULT IN HIGH OUT OF POCKET EXPENSES TO YOU.



PREMIUM FINANCE

If the premium will be financed, please provide the following information and instruct the premium finance company to send documents to our attention. Premium Finance funds should always be paid to R-T Specialty, LLC:

Name of Premium	
Finance Company:	
Premium Finance	
Account Number:	

This placement may include a broker fee for services that may include performing a risk analysis, comparing policies, processing submissions, communication expenses, searching the markets for the desired coverage, working with underwriters on the coverage proposal and servicing the policy after issuance. Third-party inspection fees may be itemized. If the insured recommends an inspection company we will endeavor to determine if it is approved by the carrier. As a broker, we represent the insured. We will also receive a commission from the insurer. Broker fees on admitted policies may be fully earned and nonrefundable. Broker fees may be applied to renewal policies, endorsements and certificates. Fees applicable to each renewal, endorsement and certificate will be explained in the quotes. The insured was not obligated to purchase the proposed insurance.

We have an agreement with the insurer that we are proposing for your insurance that may pay us future additional compensation. This type of compensation is in addition to any fees and/or commissions that we have agreed to accept for servicing your insurance needs. This compensation, generally known as profit-sharing, is based on formulas that consider the volume of business placed with the company, the profitability of that business, how much of the business is retained for the company's account each year, and other factors. The agreement considers total eligible premium from all clients placed during a calendar year and any profit-sharing payment is usually received around the second calendar quarter of the following calendar year. Because of variables in this program, we have no accurate way at this time to determine the amount of any additional compensation that might be attributable to our proposal for your insurance. If you need any further information about this proposal or this insurance company that we are proposing to provide your insurance please contact us.

CONFIRMED BOUND BY: Ned Garmoe Nathan Youngs Elizabeth Lubbers Stan Yanz 312-379-8215 312-379-8199 312-878-8297 312-878-8351

CONFIDENTIAL

ATTACHMENT 6 RESOLUTION NO. 15-119

RESOLUTION No. 15-119

A RESOLUTION OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF DORAL, FLORIDA, APPROVING THE SECOND AMENDMENT, IN SUBSTANTIALLY THE FORM PROVIDED, TO THE AGREEMENT FOR CONSTRUCTION MANAGEMENT AT-RISK SERVICES FOR NW 114TH AVENUE PARK WITH BILTMORE CONSTRUCTION, WHICH PROVIDES FOR THE CONSTRUCTION OF PHASE II FOR NW 114TH AVENUE PARK WITH A GUARANTEED MAXIMUM PRICE OF \$19,707,629.00; AUTHORIZING THE CITY MANAGER TO EXECUTE THE SECOND AMENDMENT, SUBJECT TO APPROVAL AS TO FORM AND LEGAL SUFFICIENCY BY THE CITY ATTORNEY, AND **EXPEND** BUDGETED FUNDS: **PROVIDING** IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the City Council for the City of Doral (the "City") awarded RFP# 2014-36 (the "RFP") and the Agreement For Construction Management At-Risk Services for NW 114th Avenue Park with Guaranteed Maximum Price ("GMP Agreement") to Biltmore Construction, pursuant to Resolution #14-195, for the provision of preconstruction services including value engineering, constructability reviews, and obtaining bids for construction services to deliver a Guaranteed Maximum Price, for NW 114th Avenue Park (the "Park"); and

WHEREAS, on February 25th, 2015, the City Council, pursuant to Resolution No. 15-42, approved GMP Agreement Amendment No. 1, which provided for Phase 1 construction of the Park, specifically the clearing, de-mucking, and site fill work, and preparation of the building pad; and

WHEREAS, City Council approved Change Order #01, pursuant to Resolution No. 15-89, during the May 7th, 2015 Special Council Meeting, which addressed and funded the disposal of soil contaminated with arsenic at the Park; and

WHEREAS, during the Phase I construction of the facility, the City worked closely with Biltmore Construction and Wannemacher Jensen Architects to finalize the construction plans and GMP for Phase II of this project; and

WHEREAS, Biltmore Construction has provided a final GMP not to exceed \$19,707,629.00 for Phase II of the Park development, which will consist of the construction of a new 2-story, 36,000 sq. ft. recreation building which will house two full court basketball courts, an elevated running track and workout area, aerobics and dance floor, multipurpose room and related support spaces. Other features of the project include a pedestrian bridge with storage building, extensive hardscapes, sidewalks, pavers, concrete seat walls, planters, fencing, baseball field with Bermuda turf, soccer and football field with synthetic turf, four (5) tennis courts, three (3) basketball courts, two (2) sand volleyballs courts, splash pad, playground equipment, five (5) park shelters, concession building, and event lawn; and

WHEREAS, the overhead/profit margin provided by Biltmore Construction is consistent with the proposal Biltmore submitted in the response to the RFP, which was incorporated into the GMP Agreement and approved by the City Council; and

WHEREAS, Staff has recommended that the City Council authorize the City Manager to amend the GMP Agreement with Biltmore Construction by adding GMP Amendment No.2 for the Phase II construction of NW 114th Avenue Park in an amount not to exceed \$19,707,629.00.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF DORAL, FLORIDA, AS FOLLOWS:

Section 1. Recitals. The above recitals are confirmed, adopted, and incorporated herein and made a part hereof by this reference.

Section 2. Amendment Approved. GMP Amendment No. 2, in substantially the form provided in Exhibit "A", based on the Guaranteed Maximum Price Proposal by Biltmore Construction, attached hereto as Exhibit "B", both incorporated herein and made a part hereof by this reference, which provides for the addition of the GMP for the construction of Phase II in an amount not to exceed \$19,707,629.00 into the GMP Agreement, is hereby approved.

<u>Section 3.</u> <u>Authorization to Procure Services.</u> The City Manager is hereby authorized to execute the GMP Amendment No. 2, subject to approval as to form and legal sufficiency by the City Attorney, and to expend budgeted funds in furtherance thereof. This Authorization does not create or confer any rights to Biltmore Construction Co.

Section 4. Implementation. The City Manager and the City Attorney are hereby authorized to take such action as may be necessary to implement the purpose and provisions of this Resolution.

<u>Section 5.</u> <u>Effective Date.</u> This resolution shall take effect immediately upon adoption.

The foregoing Resolution was offered by Councilmember Cabrera who moved its adoption. The motion was seconded by Councilmember Fraga and upon being put to a vote, the vote was as follows:

Mayor Luigi Boria	Yes
Vice Mayor Sandra Ruiz	Yes
Councilman Pete Cabrera	Yes
Councilwoman Christi Fraga	Yes
Councilwoman Ana Maria Rodriguez	Yes

PASSED AND ADOPTED this 9 day of June, 2015

LVIGI BORIA, MAYOR

ATTEST:

CONNIE DIAZ, CITY CLERK

APPROVED AS TO FORM AND LEGAL SUFFICIENCY FOR THE SOLE USE OF THE CITY OF DORAL

WEISS, SEROTA, HELFMAN, COLE, & BIERMAN, PL

CITY ATTORNEY