City of Atlantic Beach

# Final Agenda

## Regular City Commission Meeting

**Monday, June 26, 2023 - 6:30 p.m.**
**Commission Chamber**
**City Hall, 800 Seminole Road**
**Atlantic Beach, FL 32233**

**INVOCATION AND PLEDGE TO THE FLAG**
**CALL TO ORDER**

Page(s)

**1. APPROVAL OF MINUTES**

1.A. Approve minutes of the Regular Commission Meeting on May 22, 2023. 5 - 19
5-22-23 Regular City Commission Draft Minutes

**2. COURTESY OF FLOOR TO VISITORS**

**PUBLIC COMMENT**

**3. CITY MANAGER REPORTS**

* 3.A. Accept the 90-Day Calendar (July - Sept. 2023) 21 - 24
90-Day Calendar (July - Sept. 2023)

3.B. City Manager Search Update

* 3.C. Splash Pad 25 - 113
Link to Splashpad Project Manual
Installation Letter & Cost Proposal
Contract
Plans
Waterplay Quote
Waterplay Schematic

* 3.D. Dora Drive Update 115
Dora Drive Update

* 3.E. America 250 Marker at Veterans Memorial Park 117
America 250 Marker at Veterans Memorial Park

**4. REPORTS AND/OR REQUESTS FROM CITY COMMISSIONERS**

* 4.A. Parks Master Plan (Commissioner Kelly)

**5. UNFINISHED BUSINESS FROM PREVIOUS MEETINGS**

None.

## 6. CONSENT AGENDA

None.

## 7. COMMITTEE REPORTS

* 7.A. Arts, Recreation, and Culture Committee (ARCC) 119 - 120
ARCC Report

## 8. ACTION ON RESOLUTIONS

* 8.A. **RESOLUTION NO. 23-22** 121 - 123
A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF ATLANTIC BEACH, FLORIDA, AUTHORIZING THE CITY TO CONTRACT WITH ACON CONSTRUCTION TO PROVIDE DESIGN-BUILD SERVICES FOR THE CONSTRUCTION OF A SPLASH PAD AT DONNER PARK AT A PRICE NOT TO EXCEED $529,500 AND PRE-PURCHASE THE SPLASH PAD AMENITIES FROM WATERPLAY AT A PRICE NOT TO EXCEED $78,000; AUTHORIZING THE CITY MANAGER TO EXECUTE CONTRACTS AND PURCHASE ORDERS IN ACCORDANCE WITH AND AS NECESSARY TO EFFECTUATE THE PROVISIONS OF THIS RESOLUTION; AND PROVIDING AN EFFECTIVE DATE.
Resolution No. 23-22

## 9. ACTION ON ORDINANCES

9.A. **ORDINANCE NO. 55-23-38, Public Hearing and Final Reading** 125 - 138
AN ORDINANCE OF THE CITY OF ATLANTIC BEACH, FLORIDA INCREASING MONTHLY SANITATION RATES BY 16.63% BY AMENDING CHAPTER 16, SOLID WASTE AND RECYCLING, ARTICLE I, SOLID WASTE DEFINITIONS AND PROCEDURES, SECTION 16-10 FEES FOR COLLECTION; PROVIDING FOR INTENT; PROVIDING FOR ADOPTION OF THE NEW RATES; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.
Ordinance No. 55-23-38

## 10. MISCELLANEOUS BUSINESS

None.

## 11. CITY ATTORNEY/CITY CLERK REPORTS AND/OR REQUESTS

## 12. CLOSING COMMENTS BY CITY COMMISSIONERS AND CITY MANAGER

## 13. ADJOURNMENT

This meeting will be live-streamed and videotaped. The video recording will be posted within four business days on the City's website. To access live or recorded videos, click on the Meeting Videos tab on the city's home page at www.coab.us.

If any person decides to appeal any decision made by the City Commission with respect to any matter considered at any meeting, such person may need a record of the proceedings, and, for such purpose, may need to ensure that a verbatim record of the proceedings is made, which record shall include the testimony and evidence upon which the appeal is to be based.

Any person wishing to speak to the City Commission on any matter at this meeting should submit a request to the City Clerk prior to the meeting. For your convenience, forms for this purpose are available at the entrance to the Commission Chamber.

Every effort is made to indicate what action the City Commission is expected to take on each agenda item. However, the City Commission may act upon any agenda subject, regardless of how the matter is stated on the agenda.

In accordance with the Americans with Disabilities Act and Section 286.26, Florida Statutes, persons with disabilities needing special accommodation to participate in this meeting should contact the City Clerk's Office by 5:00 PM, the Thursday prior to the meeting.

# MINUTES
## Regular City Commission Meeting
## Monday, May 22, 2023 - 6:30 PM
## Commission Chamber

**INVOCATION AND PLEDGE OF ALLEGIANCE**
**CALL TO ORDER:**

Following the Pledge of Allegiance, Mayor Ford called the meeting to order at 6:31 PM. City Clerk Bartle called the roll.

**ATTENDANCE:**

**Present:**
Curtis Ford, Mayor - Seat 1
Bruce Bole, Commissioner - Seat 2
Michael Waters, Commissioner - Seat 3
Candace Kelly, Commissioner - Seat 4
Jessica Ring, Commissioner - Seat 5

**Also Present:**
Joe Gerrity, Interim City Manager (CM)
Jason Gabriel, City Attorney (CA)
Donna Bartle, City Clerk (CC)
Kevin Hogencamp, Deputy City Manager (DCM)
Ladayija Nichols, Deputy City Clerk (DCC)

**1 APPROVAL OF MINUTES**

**1A. Approve minutes of the Regular Commission Meetings held on October 24, 2022, November 14, 2022, and April 24, 2023.**

Mayor Ford asked if there were any corrections or changes needed. There were no corrections to the minutes. Mayor Ford stated the minutes stand as submitted.

**1B. Approve minutes of the Town Hall Meeting held on April 15, 2023.**

Mayor Ford asked if there were any corrections or changes needed. There were no corrections to the minutes. Mayor Ford stated the minutes stand as submitted.

**2. COURTESY OF FLOOR TO VISITORS**

**2.A. Gun Violence Proclamation**

Mayor Ford read the proclamation (which is attached hereto and made a part of this Official Record as **Attachment A**) and presented it to Ellen Glasser. She expressed kind remarks and thanked the Commission for presenting this proclamation.

5-22-23 Attachment A

**PUBLIC COMMENT**



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Mayor Ford explained the process for public comments and opened the Courtesy of the Floor to Visitors. City Clerk Bartle called each speaker to the podium.

**Michael Hoffmann** addressed concerns regarding the Charter Revision Committee, elections and voter representation.

**Ellen Glasser** gave condolences to Sgt. Michael Kunovich who lost his life in the line of duty. Thanked staff for recognizing the life of Town Marshal Paul Patrick. She expressed her opinions regarding the splash pad and other City projects.

**Stephen Fouraker** spoke about the STOP Committee.

**Anjna Roy** spoke regarding the potential pickleball expansion and mentioned a petition to help maintain mixed use (which is attached hereto and made a part of this Official Record as **Attachment B**).

**Linda Lanier** expressed her opinions regarding the CM search and encouraged the Commission to reevaluate their strategies.

**Pat Hazouri** spoke about the 500 block of Atlantic Boulevard development.
5-22-23 Attachment B

## 3. CITY MANAGER REPORTS

### 3.A. Accept the 90-Day Calendar (June - Aug. 2023)

There was ***CONSENSUS*** to accept the 90-Day Calendar.

### 3.C. Additional Updates

CM Gerrity provided the following updates:

- Asked for another $100,000 to put towards repaving. Commissioners Kelly and Waters inquired about streets that would be affected. CM Gerrity confirmed that there are additional funds for Ahern Street and the last street that was added was Dewees. Commissioner Bole mentioned a water issue, and Mayor Ford added to these comments and inquired about drainage. CM Gerrity mentioned that the water issue could be looked at. There was a *CONSENSUS* for CM Gerrity to move forward with this project.
- Addressed the Neptune Beach (NB) potential water collaboration and that there hasn't been a formal request but there has been a request for fire suppression water to the Publix area. Mayor Ford mentioned that if there is ever a formal request from NB, there will be a public forum opened up for input. Commissioner Waters mentioned that he's received emails regarding this topic and reassured the public that there would be an opportunity to speak when it arises. Commissioner Ring inquired about the water supply to the new Publix and CM Gerrity



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mentioned that there is currently a green tank behind the building supplying the water.

- Acknowledged Maurice Stepherson, Utility Collection/Distribution Operator Trainee for helping with a water leak while off duty.
- Encouraged the Commission to let him know of any time off during budget season.

**3.B. Splash Pad**

Commissioner Ring expressed that she supports this project and is appreciative of staff providing funding updates.

Commissioner Waters mentioned that he knows what this would mean to the kids but has concerns about the maintenance and funding of the project.

Commissioner Bole expressed support of the project and emphasized that he will continue to support the project.

Commissioner Kelly spoke in support of the project.

Mayor Ford expressed that kids will certainly enjoy the park but he's not interested in spending $600,000 for it and encouraged the Commission to consider other projects. He also mentioned that budget time is approaching and that he would not support moving forward with this project but would support placing it out for bid again.

Commissioner Kelly reminded everyone that many projects have already been budgeted for. Mayor Ford clarified with CM Gerrity that there is currently $272,000 budgeted for this project and that the most recent bid came in at $607,000.

Commissioner Ring inquired about the initial cost. CM Gerrity mentioned that he was unsure if $272,000 was the initial cost but that is the amount that was budgeted.

Commissioner Waters mentioned that he was fine with placing it out for bid again. He also wants to see where it would fit into the upcoming budget and how much the annual costs will be.

There was a *CONSENSUS* to request for option 3, to place it out for bid again.

**3.D. Additional Update**

- Provided an update on a piece of property acquired by the City (which is attached hereto and made a part of this Official Record as **Attachment C**). He mentioned that he would like to put it out for sale or bid. Commissioner Waters asked if the property is habitable and CM Gerrity mentioned that City Engineer (CE ) Steve Swann suggested that it would be a nice spot for a home. Commissioner Bole recommended bringing in CE Swann to provide his input on this property. CM



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Gerrity mentioned that CE Swann would provide a presentation regarding the property at the next meeting.

5-22-23 Attachment C

**4. REPORTS AND/OR REQUESTS FROM CITY COMMISSIONERS**

**Commissioner Kelly**

- Requested reopening the parks master plan to allow for reevaluation.

**Commissioner Ring**

- Made a visit to Mayport Middle School for their garden field day.
- Participated in Kids to Parks Day.
- Mayor Ford requested having the parks master plan on the next agenda.

**Commissioner Waters**

- Inquired about addressing the STOP Committee. Mayor Ford clarified that he would address this.

**Mayor Ford**

- Thanked Jane Stevens for her efforts at Mayport Middle School.
- Thanked staff and citizens for their help with Dancin' in the Streets.
- Mentioned that he attended Acoustic Night and complimented the event.
- Discussed that there were plentiful applications for the STOP Committee. He mentioned that the BMRC meeting for May 23, 2023 has been canceled. He proposed that Resolution No. 23-11 be amended to change it to allow the Commission to choose two from their districts to be on the committee and one choice from him, allowing his choice to be the chair and making the total number of members 9.

Commissioner Bole expressed support for the proposal and expressed getting this done two weeks from tonight. Mayor Ford mentioned that the next meeting would be three weeks out.

Commissioner Kelly expressed that it would seem arbitrary for her to pick two. Mayor Ford encouraged the Commission to review the applications from their district and make educated decisions.

Commissioner Ring asked what the procedure would have been with the resolution as it stands. Mayor Ford mentioned that BMRC would have broken it up into multiple meetings and brought back recommendations for the Commission to vote on as a collective.

Commissioner Waters agreed with Commissioner Bole's sentiments.

CA Gabriel clarified that the forthcoming amended resolution would include the Commissioners' two choices and that there would be an approval of those members.

There was a ***CONSENSUS*** to move towards writing a revised resolution and submitting names by Wednesday May 31, 2023.

**5. UNFINISHED BUSINESS FROM PREVIOUS MEETINGS**

**5.A. Discussion/Direction on City Manager Search**



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CM Gerrity spoke about his experience during the time of his hire. He suggested being open and thinking outside of the box.

Mayor Ford provided his input and proposed putting out an RFP in order to get a quote and find out the services a search firm would provide. He also expressed taking another look at the current applications and possibly interviewing multiple candidates moving forward.

Commissioner Bole mentioned that the City should be selling itself as well and expressed that there shouldn't be anymore restrictions placed on the application. He reminded the Commission that the goal is to hire a manager and not someone with specific expertise but someone that can work with departments and other cities. CM Gerrity referenced himself and mentioned that he's not qualified to be a department head in any of the departments however, with his background, he's learned a lot. CM Gerrity added that the idea is to look for someone who probably doesn't have any expertise in one field but knows how to keep things out of trouble.

Commissioner Kelly seconded the idea of going back through the current applications. She mentioned that it would be great to have someone who is able to come in and coordinate/manage operations.

Commissioner Ring encouraged the Commission to think outside of the box. She suggested providing housing or a place of residency for the City Manager as an additional benefit.

Commissioner Waters emphasized the importance of having a candidate that could relate with all aspects of AB. He also encouraged interviewing multiple candidates.

Mayor Ford suggested offering a monthly stipend for housing or a one time hiring bonus and address that it is for the high cost of living, with the assumption that the CRC would make the recommendation for change.

There was a ***CONSENSUS***to have Commissioners come back with 3 options from the current applications and discuss them at the next meeting. CM Gerrity inquired about the Commission doing the interviews individually or on Zoom. There was a ***CONSENSUS*** to put out an RFP for an executive search firm. The Commissioners also agreed to complete the interviews individually via Zoom.

**6. CONSENT AGENDA**

None.

**7. COMMITTEE REPORTS**

None.

**8. ACTION ON RESOLUTIONS**



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**8.A. RESOLUTION NO. 23-18**

**A RESOLUTION OF THE CITY OF ATLANTIC BEACH, FLORIDA, AUTHORIZING THE FUNDS FOR ENGINEERING CONSTRUCTION ADMINISTRATION SERVICES FOR THE SHERRY DRIVE WATER MAIN IMPROVEMENTS, PHASE I; AUTHORIZING THE CITY MANAGER TO EXECUTE CONTRACTS AND PURCHASE ORDERS IN ACCORDANCE WITH AND AS NECESSARY TO EFFECTUATE THE PROVISIONS OF THIS RESOLUTION; AND PROVIDING AN EFFECTIVE DATE.**

Mayor Ford read the title of the resolution.

***MOTION:*** Approve (Adopt) Resolution No. 23-18.

***Motion: Jessica Ring***
***Second: Michael Waters***

| | |
|---|---|
| ***Curtis Ford*** | ***For*** |
| ***Bruce Bole*** | ***For*** |
| ***Michael Waters (Seconded By)*** | ***For*** |
| ***Candace Kelly*** | ***For*** |
| ***Jessica Ring (Moved By)*** | ***For*** |

***Motion passed 5 to 0.***

**9. ACTION ON ORDINANCES**

**9.A. ORDINANCE NO. 20-23-167, Public Hearing and Final Reading**

**AN ORDINANCE AMENDING THE OPERATING BUDGET FOR THE CITY OF ATLANTIC BEACH, FLORIDA FOR FISCAL YEAR BEGINNING OCTOBER 1, 2022 AND ENDING SEPTEMBER 30, 2023, AND PROVIDING AN EFFECTIVE DATE.**

Mayor Ford read the title of the ordinance.

The Public Hearing was opened. There were no speakers. The Public Hearing was closed.

***MOTION:*** Accept (Approve) Ordinance No. 20-23-167.

***Motion: Michael Waters***
***Second: Bruce Bole***

| | |
|---|---|
| ***Curtis Ford*** | ***For*** |
| ***Bruce Bole (Seconded By)*** | ***For*** |
| ***Michael Waters (Moved By)*** | ***For*** |



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| | |
|---|---|
| ***Candace Kelly*** | ***For*** |
| ***Jessica Ring*** | ***For*** |

***Motion passed 5 to 0.***

**10. MISCELLANEOUS BUSINESS**

None.

**11. CITY ATTORNEY/CITY CLERK REPORTS AND/OR REQUESTS**

None.

**12. CLOSING COMMENTS BY CITY COMMISSIONERS AND CITY MANAGER**

**Commissioner Waters**

- Mentioned that he had a great time at Dancin' in the Streets.
- Acknowledged Memorial Day.
- Expressed that the Commission had good discussions tonight.

**Commissioner Ring**

- Expressed that she is appreciative of everyone's thoughts regarding the CM search.

**Commissioner Bole**

- Mentioned that dancing in the streets provides funding to the Beaches Town Center Agency.

**Commissioner Kelly**

- Reminded everyone of the Memorial Day event at Veterans Memorial Park, 9 a.m. on May 29, 2023.

**13. ADJOURNMENT**

The meeting adjourned at 8:25 p.m.

Attest:

| | |
|---|---|
| Donna L. Bartle, City Clerk | Curtis Ford, Mayor |

Date Approved:_____

DRAFT

**Attachment A to**
**5-22-23 Minutes**

# Proclamation of the City of Atlantic Beach

***in Recognition of***

## *National Gun Violence Awareness Day*

**WHEREAS**, every day, more than 110 Americans are killed by gun violence, alongside more than 200 who are shot and wounded, and on average there are nearly 16,000 gun homicides every year; and

**WHEREAS**, Americans are 26 times more likely to die by gun homicide than people in other high-income countries; and

**WHEREAS**, in Florida has 2,849 gun deaths every year, with a rate of 12.9 deaths per 100,000 people. Florida has the 27th highest rate of gun deaths in the United States; and

**WHEREAS**, gun homicides and assaults are concentrated in cities, with more than half of all firearm related gun deaths in the nation occurring in 127 cities; and

**WHEREAS**, cities across the nation, including in Atlantic Beach, are working to end the senseless violence with evidence-based solutions. Indeed, mayors and law enforcement officers know their communities best, are the most familiar with local criminal activity and how to address it, and are best positioned to understand how to keep their citizens safe.

**WHEREAS**, support for the Second Amendment rights of law-abiding citizens goes hand-in-hand with keeping guns away from people with dangerous histories; and

**WHEREAS**, by wearing orange on June 2, 2023, Americans will raise awareness about gun violence and honor the lives of gun violence victims and survivors; and

**WHEREAS**, we renew our commitment to reduce gun violence and pledge to do all we can to keep firearms out of the wrong hands, and encourage responsible gun ownership to help keep our children safe.

**NOW, THEREFORE BE IT RESOLVED** that I, Mayor Curtis Ford, Mayor of the City of Atlantic Beach, declares the first Friday in June 2023, June 2, to be

**National Gun Violence Awareness Day**

in the City of Atlantic Beach. Further, I encourage all citizens to support efforts to prevent the tragic effects of gun violence and to honor and value human lives.

IN WITNESS WHEREOF, I have set my hand and caused the Official Seal of the City of Atlantic Beach to be affixed this 22nd day of May 2023.

Curtis Ford, Mayor

**Attachment B to**
**5-22-23 Minutes**

1. Anjna Chauhan Atlantic Beach FL 32233 US 2023-05-11
2. Chris Brophy Atlantic Beach FL 32222 US 2023-05-11
3. Saswata Roy Jacksonville FL 32210 US 2023-05-11- 140 8th St., Atlantic Beach, FL
4. Hana Hladikova Jacksonville Beach FL 32250 US 2023-05-11
5. Anzhelika Siloyan Atlantic Beach FL 32233 US 2023-05-11
6. Anastasia Houston Jacksonville FL 32233 US 2023-05-11- 331 7th St. Atlantic Beach, FL
7. Michael Houston Atlantic Beach FL 32233 US 2023-05-11
8. Kelly Burnett Atlantic Beach FL 32233 US 2023-05-11
9. Meredith Frisch Atlantic Beach FL 32233 US 2023-05-11
10. Tom Goodrich Atlantic Beach FL 32233 US 2023-05-11
11. Peter Christamtsis Jacksonville FL 32207 US 2023-05-11- 377 8th St., Atlantic Beach, FL
12. Tami Roick Jacksonville Beach FL 32250 US 2023-05-11- 2228 Oceanwalk Dr. W., Atlantic Beach, FL
13. Chris Rood Atlantic Beach FL 32233 US 2023-05-11
14. Ali Hall Atlantic Beach FL 32233 US 2023-05-11
15. Shylo Kline Jacksonville FL 32255 US 2023-05-11- 325 4th St., Atlantic Beach, FL
16. Brooke Anderson Atlantic Beach FL 32233 US 2023-05-11
17. Amy Newbern Atlantic Beach FL 32250 US 2023-05-11
18. Nichole Rood Atlantic Beach FL 32233 US 2023-05-11
19. Christine Smith Atlantic Beach FL 32233 US 2023-05-11
20. David Doward Jacksonville FL 32222 US 2023-05-11- 88 Ocean Blvd., Atlantic Beach, FL
21. George Mayforth Atlantic Beach FL 32233 US 2023-05-11
22. Zuzia Thorpe Atlantic Beach FL 32223 US 2023-05-11
23. Sareh Hayes Atlantic Beach FL 32233 US 2023-05-11
24. Judy Smith Jacksonville Beach FL 32250 US 2023-05-11- 377 1st St., Atlantic Beach, FL
25. DJ Sheil Atlantic Beach FL 32233 US 2023-05-11
26. Sharisse Baer Atlantic Beach FL 32233 US 2023-05-11
27. Richard Fisher Atlantic Beach FL 32233 US 2023-05-11
28. Richard Lamb Jacksonville Beach FL 32250 US 2023-05-11- 1153 Mayport Landing Dr., Atlantic Beach, FL
29. Ronnie Burak Atlantic Beach FL 32233 US 2023-05-11
30. Lori Gaglione Jacksonville Beach FL 32250 US 2023-05-11- 1505 Selva Marina Dr., Atlantic Beach, FL
31. Ivona strycova Jacksonville beach FL 32250 US 2023-05-11- 368 7th St., Atlantic Beach, FL
32. Marie Legene Atlantic Beach FL 32233 US 2023-05-11
33. Dasha Cvek Atlantic Beach FL 32233 US 2023-05-11
34. Sarah Czerski Atlantic Beach FL 32233 US 2023-05-11
35. Antony Maniatis Atlantic Beach FL 32233 US 2023-05-11
36. Lisa Smith Jacksonville Beach FL 32250 US 2023-05-11- 1675 Selva Marina Dr., Atlantic Beach, FL
37. Nancy Turner Atlantic Beach FL 32233 US 2023-05-11
38. Scotie Cousin Atlantic Beach FL 32233 US 2023-05-11
39. Lulee Rady Atlantic Beach FL 32233 US 2023-05-11
40. Josh Nussbaum Atlantic Beach FL 32233 US 2023-05-11
41. Lorelle Weil Atlantic Beach FL 32233 US 2023-05-11
42. Melanie Stimler Atlantic Beach FL 32233 US 2023-05-11
43. Brenda Moffitt Jacksonville Beach FL 32250 US 2023-05-11- 1780 Atlantic Beach Dr., Atlantic Beach, FL
44. Donald Phillips Atlantic Beach FL 32233 US 2023-05-12
45. Lisa Goodrich Atlantic Beach FL 32233 US 2023-05-12
46. John Rockwell Atlantic Beach FL 32233 US 2023-05-12
47. Mary Love Jacksonville Beach FL 32250 US 2023-05-12- 351 1st Street, Atlantic Beach, FL
48. Brooke Anderson Jacksonville Beach FL 32250 US 2023-05-12- 824 Sherry Dr., Atlantic Beach, FL
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54. Kim Amato Atlantic Beach FL 32233 US 2023-05-12
55. R Thomas Owen Atlantic Beach FL 32233 US 2023-05-12
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57. Kris Kocan Jacksonville Beach FL 32250 US 2023-05-12- 354 1st St., Atlantic Beach, FL
58. Celeste Blackman Jacksonville FL 32255 US 2023-05-12- 378 4th St., Atlantic Beach, FL
59. Stephanie Fischer Atlantic Beach FL 32233 US 2023-05-13
60. Susan Snead Atlantic Beach FL 32233
61. Julia Clarkson Atlantic Beach FL 32233 US 2023-05-15

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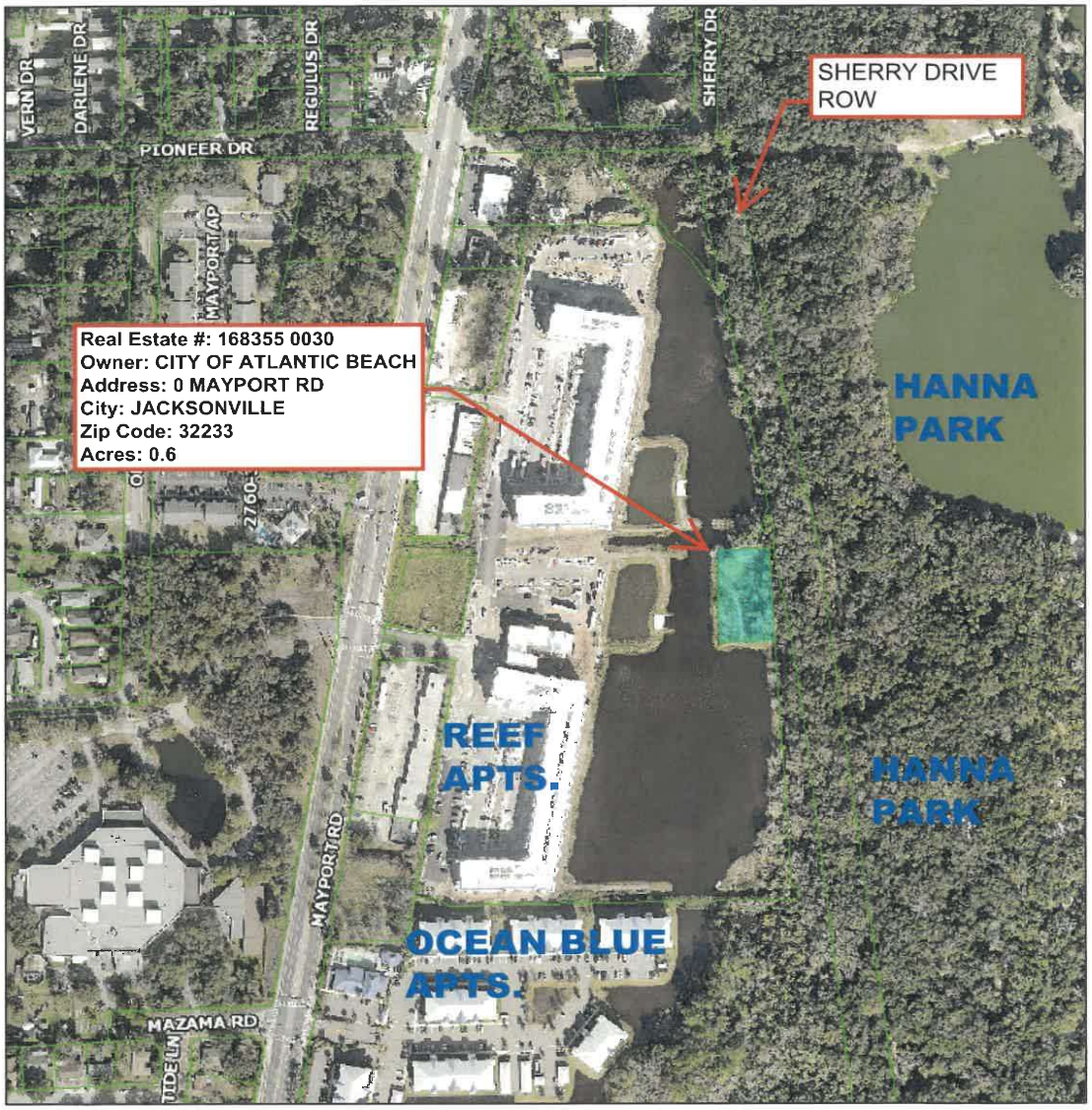
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10. Tom Goodrich Atlantic Beach FL 32233 US 2023-05-11
11. Peter Christamtsis Jacksonville FL 32207 US 2023-05-11- 377 8th St., Atlantic Beach, FL
12. Tami Roick Jacksonville Beach FL 32250 US 2023-05-11- 2228 Oceanwalk Dr. W., Atlantic Beach, FL
13. Chris Rood Atlantic Beach FL 32233 US 2023-05-11
14. Ali Hall Atlantic Beach FL 32233 US 2023-05-11
15. Shylo Kline Jacksonville FL 32255 US 2023-05-11- 325 4th St., Atlantic Beach, FL
16. Brooke Anderson Atlantic Beach FL 32233 US 2023-05-11
17. Amy Newbern Atlantic Beach FL 32250 US 2023-05-11
18. Nichole Rood Atlantic Beach FL 32233 US 2023-05-11
19. Christine Smith Atlantic Beach FL 32233 US 2023-05-11
20. David Doward Jacksonville FL 32222 US 2023-05-11- 88 Ocean Blvd., Atlantic Beach, FL
21. George Mayforth Atlantic Beach FL 32233 US 2023-05-11
22. Zuzia Thorpe Atlantic Beach FL 32223 US 2023-05-11
23. Sareh Hayes Atlantic Beach FL 32233 US 2023-05-11
24. Judy Smith Jacksonville Beach FL 32250 US 2023-05-11- 377 1st St., Atlantic Beach, FL
25. DJ Sheil Atlantic Beach FL 32233 US 2023-05-11
26. Sharisse Baer Atlantic Beach FL 32233 US 2023-05-11
27. Richard Fisher Atlantic Beach FL 32233 US 2023-05-11
28. Richard Lamb Jacksonville Beach FL 32250 US 2023-05-11- 1153 Mayport Landing Dr., Atlantic Beach, FL
29. Ronnie Burak Atlantic Beach FL 32233 US 2023-05-11
30. Lori Gaglione Jacksonville Beach FL 32250 US 2023-05-11- 1505 Selva Marina Dr., Atlantic Beach, FL
31. Ivona strycova Jacksonville beach FL 32250 US 2023-05-11- 368 7th St., Atlantic Beach, FL
32. Marie Legene Atlantic Beach FL 32233 US 2023-05-11
33. Dasha Cvek Atlantic Beach FL 32233 US 2023-05-11
34. Sarah Czerski Atlantic Beach FL 32233 US 2023-05-11
35. Antony Maniatis Atlantic Beach FL 32233 US 2023-05-11
36. Lisa Smith Jacksonville Beach FL 32250 US 2023-05-11- 1675 Selva Marina Dr., Atlantic Beach, FL
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38. Scotie Cousin Atlantic Beach FL 32233 US 2023-05-11
39. Lulee Rady Atlantic Beach FL 32233 US 2023-05-11
40. Josh Nussbaum Atlantic Beach FL 32233 US 2023-05-11
41. Lorelle Weil Atlantic Beach FL 32233 US 2023-05-11
42. Melanie Stimler Atlantic Beach FL 32233 US 2023-05-11
43. Brenda Moffitt Jacksonville Beach FL 32250 US 2023-05-11- 1780 Atlantic Beach Dr., Atlantic Beach, FL
44. Donald Phillips Atlantic Beach FL 32233 US 2023-05-12
45. Lisa Goodrich Atlantic Beach FL 32233 US 2023-05-12
46. John Rockwell Atlantic Beach FL 32233 US 2023-05-12
47. Mary Love Jacksonville Beach FL 32250 US 2023-05-12- 351 1st Street, Atlantic Beach, FL
48. Brooke Anderson Jacksonville Beach FL 32250 US 2023-05-12- 824 Sherry Dr., Atlantic Beach, FL
49. Sherry Whiddon Atlantic Beach FL 33629 US 2023-05-12
50. Christine Hutchinson Atlantic Beach FL 32233 US 2023-05-12
51. Stephen Fouraker Atlantic Beach FL 32233 US 2023-05-12
52. Valerie Scrogins Atlantic Beach FL 32233 US 2023-05-12
53. Kimberly Brown Atlantic Beach FL 32233 US 2023-05-12
54. Kim Amato Atlantic Beach FL 32233 US 2023-05-12
55. R Thomas Owen Atlantic Beach FL 32233 US 2023-05-12
56. Drew Khadivi Jacksonville Beach FL 32250 US 2023-05-12- 91 Ocean Breeze Dr., Atlantic Beach, FL
57. Kris Kocan Jacksonville Beach FL 32250 US 2023-05-12- 354 1st St., Atlantic Beach, FL
58. Celeste Blackman Jacksonville FL 32255 US 2023-05-12- 378 4th St., Atlantic Beach, FL
59. Stephanie Fischer Atlantic Beach FL 32233 US 2023-05-13
60. Susan Snead Atlantic Beach FL 32233
61. Julia Clarkson Atlantic Beach FL 32233 US 2023-05-15

**Attachment B to**
**5-22-23 Minutes**

1. Anjna Chauhan Atlantic Beach FL 32233 US 2023-05-11
2. Chris Brophy Atlantic Beach FL 32222 US 2023-05-11
3. Saswata Roy Jacksonville FL 32210 US 2023-05-11- 140 8th St., Atlantic Beach, FL
4. Hana Hladikova Jacksonville Beach FL 32250 US 2023-05-11
5. Anzhelika Siloyan Atlantic Beach FL 32233 US 2023-05-11
6. Anastasia Houston Jacksonville FL 32233 US 2023-05-11- 331 7th St. Atlantic Beach, FL
7. Michael Houston Atlantic Beach FL 32233 US 2023-05-11
8. Kelly Burnett Atlantic Beach FL 32233 US 2023-05-11
9. Meredith Frisch Atlantic Beach FL 32233 US 2023-05-11
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**Attachment C to**
**5-22-23 Minutes**




May 16, 2023

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# CITY OF ATLANTIC BEACH
# SURPLUS PROPERTY

**CITY OF ATLANTIC BEACH**
**CITY COMMISSION MEETING**
**STAFF REPORT**

**AGENDA ITEM:** 90-Day Calendar for the Mayor and Commission

**SUBMITTED BY:** Yvonne Calverley, Executive Assistant to the City Manager yc

**TODAY'S DATE:** June 12, 2023

**MEETING DATE:** June 26, 2023

**BACKGROUND:** The 90-day calendar is included on the agenda for the purpose of setting meeting dates and determining the location, time and whether to videotape special meetings and workshops. The rolling 90-day calendar will be revised after receiving input from City staff and the Commission, and will be included in each agenda for consideration.

**NOTES:**

1) A Town Hall meeting is scheduled for 10 a.m. on Saturday, July 8 at the Adele Grage Cultural Center.
2) Budget Meetings have been scheduled for 5:30 pm on the following dates:
   July 25
   August 7
   August 24 (*if needed*)

**BUDGET:** None

**RECOMMENDATION:** Approve the 90-Day Calendar for July – September 2023

**ATTACHMENT:** 1) Mayor and Commission 90-Day Calendar (July – September 2023)

**REVIEWED BY CITY MANAGER**: Joe Gentry

## MAYOR AND COMMISSION

# July 2023

| SUNDAY | MONDAY | TUESDAY | WEDNESDAY | THURSDAY | FRIDAY | SATURDAY |
|---|---|---|---|---|---|---|
| | | | | | | 1 |
| 2 Farmers Market (Russell Park) 10 am - 2 pm<br>Songwriters Concert (Bull Park) 6-8 pm | 3 | 4<br>**City Offices Closed** | 5<br>Safety, Traffic & Parking Committee 6 pm | 6 Special Magistrate Hearing 2 pm<br>ESC Speaker Series 6 pm | 7 | 8<br>Town Hall Meeting 10 am (Adele Grage) |
| 9<br>Farmers Market (Russell Park) 10 am - 2 pm | 10<br>Commission Mtg 6:30 pm (Invoc-Ring) | 11<br>ARCC Meeting 6 pm | 12 ESC Tree Subcommittee 5:15 pm<br>ESC Meeting 6 pm | 13 | 14 | 15 |
| 16<br>Farmers Market (Russell Park) 10 am - 2 pm | 17 | 18<br>Community Development Board Mtg 6 pm | 19<br>ESC Outreach Subcommittee Meeting 4:45 pm | 20 | 21 Shakespeare in the Park 7:30 pm (Johansen Park)<br>Family Paint Night (Donner Park) 6:30 pm | 22<br>Shakespeare in the Park 7:30 pm (Johansen Park) |
| 23 Farmers Market (Russell Park) 10 am - 2 pm<br>Acoustic Night (Bull Park) 6 pm | 24<br>Commission Mtg 6:30 pm (Invoc-Ford) | 25<br>Budget Meeting 5:30 pm | 26<br>Charter Review Committee 6 pm | 27 ESC Sustainability & Resiliency Subcommittee Meeting 9 am | 28 | 29 |
| 30<br>Farmers Market (Russell Park) 10 am - 2 pm | 31 | | | | | |

**MAYOR AND COMMISSION**

# August 2023

| SUNDAY | MONDAY | TUESDAY | WEDNESDAY | THURSDAY | FRIDAY | SATURDAY |
|---|---|---|---|---|---|---|
| | | 1 | 2 | 3<br>ESC Speaker Series<br>6 pm | 4 | 5 |
| 6 Farmers Market (Russell Park) 10 am - 2 pm<br>Songwriters Concert (Bull Park) 6-8 pm | 7<br>Budget Meeting 5:30 pm | 8<br>ARCC Meeting 6 pm | 9 ESC Tree Subcommittee 5:15 pm<br>ESC Meeting 6 pm | 10<br>Pension Board 6:30 pm | 11 | 12 |
| 13<br>Farmers Market (Russell Park) 10 am - 2 pm | 14<br>Commission Mtg 6:30 pm (Invoc-Bole) | 15<br>Community Development Board Mtg 6 pm | 16<br>ESC Outreach Subcommittee 4:45 pm | 17 | 18 Movies in the Park 8 pm-Bull Park<br>Family Paint Night 6:30 pm (Jordan Park) | 19 |
| 20 Farmers Market (Russell Park) 10 am - 2 pm<br>Acoustic Night (Bull Park) 6 pm | 21 | 22<br>ARCC Meeting 9 am<br>(Grant Presentations) | 23<br>Charter Review Committee 6 pm | 24 Sustainability & Resiliency Meeting Noon<br>ARCC Meeting 3 pm (Grant Presentations)<br>Budget Meeting 5:30 pm (*if needed*) | 25 | 26 |
| 27<br>Farmers Market (Russell Park) 10 am - 2 pm | 28<br>Commission Mtg 6:30 pm (Invoc-Waters) | 29 | 30 | 31 | | |

MAYOR AND COMMISSION

# September 2023

| SUNDAY | MONDAY | TUESDAY | WEDNESDAY | THURSDAY | FRIDAY | SATURDAY |
|---|---|---|---|---|---|---|
| | | | | | 1 | 2 |
| 3<br>Farmers Market<br>10 am – 2 pm<br>(Russell Park) | 4<br>**Labor Day**<br>**City Offices**<br>**Closed** | 5 | 6 | 7 Special Magistrate Hearing 2 pm<br>ESC Speaker Series<br>6 pm | 8<br>Movies in the Park<br>8 pm<br>(Donner Park) | 9 |
| 10<br>Farmers Market<br>10 am – 2 pm<br>(Russell Park) | 11<br>Commission Mtg<br>6:30 pm<br>(Invoc-Kelly) | 12<br>ARCC Meeting<br>6 pm | 13 ESC Tree Subcommittee<br>5:15 pm<br>ESC Meeting<br>6 pm | 14 | 15<br>Family Paint Night<br>6:30 to 7:30 pm<br>(Donner Park) | 16 |
| 17<br>Farmers Market<br>10 am – 2 pm<br>(Russell Park) | 18 | 19<br>Community Development Board Mtg 6 pm | 20<br>ESC Outreach Subcommittee Meeting 4:45 pm | 21 | 22 | 23 |
| 24<br>Farmers Market<br>10 am – 2 pm<br>(Russell Park) | 25<br>Commission Mtg<br>6:30 pm<br>(Invoc-Ring) | 26 | 27<br>Charter Review Committee<br>6 pm | 28<br>ESC Sustainability & Resiliency Subcommittee Meeting 9 am | 29 | 30<br>Fall Festival<br>10 am to 1 pm<br>(Donner Park) |
| 31 | | | | | | |

**ACON Construction Co., Inc.**
3653 Regent Boulevard, Suite 401 • Jacksonville, Florida 32224 • Telephone (904) 565-9060 Fax (904) 565-9080

June 17, 2023

City of Atlantic Beach (COAB)
800 Seminole Road
Atlantic Beach, FL 32233

Attention: Mr. Steve Swann, P.E.
City Engineer
Reference: Donner Park Splash Pad
COJ DB Contract #71629—22 "Piggyback"

Mr. Smith,

We are pleased to provide this proposal for the work on the subject project under the guidelines of the referenced contract.

The scope of this project is to receive the Water Play equipment and features purchased by the City and install them with the necessary concrete, plumbing and finishes specified in the drawings provided by the City. Also included is a design review of the provided plans to make sure we shore up any issues. Permitting and any impact fees are covered by the City. The contingency provided will be used by ACON per the base contract to avoid added costs and eliminate change orders.

Our Guaranteed Maximum Price (GMP) for the project scope as stated is $529,500.00.

The Guaranteed Completion Date (GCD) will be 240 days from receipt of materials and permit provided by City.

Breakdowns follow this letter. Please contact me if you have any questions or need further information.

Sincerely,

Frank Anderson
Construction Manager

## ACON Construction Company

## DB Contract 71629-22 COAB "PIGGYBACK"

### Donner Park Splashpad

**DATE: 6/17/23**

| ITEM # | DESCRIPTION | UNITS | QUANTITY | UNIT COST | TOTAL COST |
|---|---|---|---|---|---|
| | Project Management | Hrs | 20 | $110.00 | $2,200.00 |
| | Supervision | Hrs | 40 | $75.00 | $3,000.00 |
| | Administration | Hrs | 10 | $75.00 | $750.00 |
| | Splash Pad (Excluding Water Play Equipment & Features) See Attached Quote (No Shelter) | LS | 1 | $402,000.00 | $402,000.00 |
| | Design Review of Supplied Drawings for Buildability | LS | 1 | $5,000.00 | $5,000.00 |
| | Remove Basketball Court (City to remove light poles and fixtures) | LS | 1 | $7,500.00 | $7,500.00 |
| | Add Equip Cover | LS | 1 | $20,000.00 | $20,000.00 |
| | Add Electrical Service | LS | 1 | $15,000.00 | $15,000.00 |
| | Add Sewer Connection | LS | 1 | $20,500.00 | $20,500.00 |
| | ACON Limited Contingency | LS | 1 | $11,500.00 | $11,500.00 |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | **Subtotal** | | | | **$487,450.00** |
| | DB Fee | LS | 1 | $42,050.00 | $42,050.00 |

| | | | | |
|---|---|---|---|---|
| | | | **TOTAL** | **$529,500.00** |

**DESIGN-BUILD SERVICES CONTRACT**
**BETWEEN**
**CITY OF JACKSONVILLE**
**AND**
**ACON CONSTRUCTION COMPANY, INC.**
**FOR**
**DESIGN-BUILD SERVICES**
**FOR**
**SMALL ACTIVE AND PASSIVE PARKS DESIGN-BUILD PROJECTS**

**THIS DESIGN-BUILD SERVICES CONTRACT** for Design-Build Services for Small Active and Passive Parks Design-Build Projects is made and entered into this 8th day of March, 2022 (the "Effective Date"), by and between the **CITY OF JACKSONVILLE**, a consolidated municipal corporation and political subdivision existing under the Constitution and laws of the State of Florida (the "City" or "Owner"), and **ACON CONSTRUCTION COMPANY, INC.** ( the "Design-Builder").

**BACKGROUND FACTS**

**A.** Owner issued CDB-0112-21 Request for Proposals, including all addenda issued thereto (the "RFQ"), a copy of which is on file with the City of Jacksonville's Procurement Division, for certain design-build services consisting of design, permitting, and construction elements necessary for the renovation or new construction of Park design-build projects as more particularly described in Section 4 (Description of Services) of the RFQ (the "Services").

**B.** Based on Design-Builder's Statement of Qualifications to the RFQ (the "SOQ"), a copy of which is on file with the City of Jacksonville's Procurement Division, Design-Builder was selected by Owner as one (1) of three (3) design-builders best qualified to perform the Services, and Owner awarded this Contract to Design-Builder pursuant to Chapter 126, *Ordinance Code*.

**C.** Owner and Design-Builder have negotiated mutually satisfactory terms for the execution of the Services; now therefore

**IN CONSIDERATION** of the premises and the mutual covenants contained below, and for other good and valuable consideration acknowledged by the parties to be sufficient, the parties agree as follows:

**1. BACKGROUND FACTS AND CAPITALIZED TERMS.** The Background Facts set forth above are true and correct and incorporated herein by this reference. Unless otherwise defined herein, all capitalized terms shall have the meanings given to them in the RFQ, and the Specific Conditions attached hereto as **Exhibit A**; provided, however, if the RFQ and the Specific Conditions define the same term differently or different terms are defined in the same way, then such terms will be construed in the context of the document in which the term is defined.

**2. INCORPORATION OF RFQ AND SOQ TERMS; ESTIMATED ANNUAL CONTRACT FUNDING.** The RFQ and SOQ are incorporated herein by this reference and the

terms and conditions set forth therein shall be binding upon the Design-Builder in this Contract. Design-Builder acknowledges that funding for each Specific Project will be established in the Capital Improvement Program (CIP) for Fiscal Year 2021-2022. The annual funding projected for this Contract will not exceed up to eight (8) million dollars each fiscal year (October 1st through September 30th) and the Owner estimates from one (1) to thirty (30) Specific Projects during the Contract term; provided, however, that such projected funding and estimated projects are not a guarantee by Owner during the Contract term. To the extent that the estimated eight (8) million dollars or any lesser amount is available during any fiscal year for this Contract, the Owner, in its sole discretion, may rollover any unspent funding of the eight (8) million into subsequent fiscal years.

**3. PERFORMANCE OF SERVICES.** Design-Builder shall perform the Services as specified in the RFQ, and provide all material, equipment, tools, and labor necessary to complete the Work for Specific Projects as defined in the RFQ. The Services shall also include, but not be limited to, the start-up and proven commissioning of all systems to make a Specific Project a fully functioning facility, structure, or improvement. If any services, functions, or responsibilities not specifically described in Section 4 of the RFQ or this Contract are necessary for the proper performance and provision of the Work, they shall be deemed to be implied by and included within the Services to the same extent and in the same manner as if specifically described in this Contract. The Design-Builder shall be responsible for providing the equipment, supplies, personnel (including management, employees, and training), and other resources as necessary to provide the Work. The Design-Builder accepts the special relationship established between itself and Owner by this Contract. The Design-Builder covenants with Owner that it is an expert in the design, permitting, and construction of Specific Projects to be requested herein by Owner and will cooperate with Owner, its representatives, program managers, and construction managers in fostering the interests of Owner with respect to Specific Projects. The Design-Builder shall employ sound business administration and superintendence to complete Specific Projects in a manner consistent with the best interests of Owner.

**4. TERM.** This Contract shall commence on the Effective Date and shall continue and remain in full force and effect for five (5) years thereafter until expiration or earlier termination as provided in this Contract or the RFQ.

**5. CONTRACT DOCUMENTS.** In the event of any inconsistency, conflict, or ambiguity between or among the following specified contract documents (collectively the "Contract Documents"), the Contract Documents shall take precedence in the following order:

**a.** All written modifications, amendments, including Project Specific Contract Amendments, and change orders to this Contract;

**b.** This Contract, including all exhibits attached hereto and incorporated herein;

**c.** SOQ;

**d.** Specific Conditions;

**e.** Design and construction documents prepared and approved in accordance with the DCP;

f. DCP; and

g. RFQ.

The Contract Documents are intended to permit the parties to complete the Work and all obligations required by the Contract Documents within the Contract Time(s) for the GMP specified in each Project Specific Contract Amendment for each Specific Project. The Contract Documents are intended to be complementary and interpreted in harmony so as to avoid conflict with words and phrases interpreted in a manner consistent with construction and design industry standards. In the event of any inconsistency, conflict, or ambiguity between or among the Contract Documents, the Contract Documents shall take precedence in the order in which they are listed in this Section 5 hereof.

**6. OWNERSHIP OF WORK PRODUCT.**

**A.** Design-Builder shall deliver to Owner for approval and acceptance, and before being eligible for final payment of any amounts due, all drawings, maps and plats; the originals of specifications; the approved as-built drawings if Design-Builder has performed contract administration; true copies of all computations, survey notes, and diaries; and, copies of memoranda and pertinent correspondence pertaining to the work (including a copy of all computer disks containing any of the aforementioned data). Design-Builder shall provide a copy of all CADD work on computer disks in the Autocad drawing format or the transfer DFX format. CADD work shall conform with the current CADD standards of the Engineering Division of Owner. All such documents described in this Section 6.A (collectively referred to as "Work Products") shall become the property of Owner. Design-Builder shall not be liable for any re-use of such Work Products for other than the specific purpose intended without Design-Builder's written verification or adaptation thereof. Design-Builder and Owner agree that said Work Products shall be considered as works made for hire under the United States Copyright laws. Owner shall have the absolute and exclusive right to own and use all the Work Products together with any and all copyrights, patents, trademarks, and service marks associated with the Work Products. The use of the Work Products in any manner by Owner shall not support any claim by Design-Builder for additional compensation.

**B.** Upon termination of the Contract for any reason prior to Specific Project completion, all Work Products completed up through the date of termination and paid for by Owner under the terms of this Contract shall become the property of Owner as set forth in Section 6.A above.

**C.** In addition to any other indemnifications from the Design-Builder to Owner in the Contract Documents, Design-Builder will, at its expense, defend all claims, actions, or proceedings against Owner based on any allegation that the Work Products or any part of the Work Products constitutes an infringement of any copyright, patent, or any other intellectual property right, and will pay to Owner all costs, damages, charges, and expenses occasioned to Owner by reason thereof. Owner will give Design-Builder written notice of any such claim, action, or proceeding and, at the request and expense of Design-Builder, Owner will provide Design-Builder with available information, assistance, and authority for the defense. If in any action or proceeding the Work Products, or any parts thereof are held to constitute an infringement, Design-Builder will forthwith either secure for Owner the right to continue

using the Work Products or will, at Design-Builder's expense, replace the infringing items with non-infringing Work Products or make modifications as necessary so that the Work Products no longer infringe. Design-Builder will obtain and pay for all patent, copyright, and other intellectual property royalties and license fees required in respect of the Work Products.

## 7. CONTRACT TIME.

**A. Date of Commencement.** The Work on any Specific Project shall commence within five (5) days of Design-Builder's receipt of Owner's Notice to Proceed ("Date of Commencement") unless the parties mutually agree otherwise in writing. No Notice to Proceed shall be issued by Owner prior to the parties' execution of a Project Specific Contract Amendment for a Specific Project in accordance with Section 8 herein, and Owner shall assume no liability or obligation to Design-Builder prior to the issuance of a Notice to Proceed. For purposes of this Agreement, a "***Notice to Proceed***" shall mean the written notification by Owner to Design-Builder to proceed with the construction of a Specific Project.

**B. Substantial Completion and Final Completion.** For purposes of this Agreement, "Substantial Completion" shall be defined as in the Specific Conditions. Substantial Completion of each Specific Project shall be achieved by the date set forth in the Notice to Proceed for a Specific Project (the "***Scheduled Substantial Completion Date***"). Guaranteed Completion of each Specific Project shall be achieved by the date as set forth in the Project Specific Contract Amendment for each Project ("***Guaranteed Completion Date***"). Design-Builder shall resolve all items on the Substantial Completion punch to Owner's satisfaction and acceptance by the Guaranteed Completion Date. All of the dates set forth in this Section 7 ("***Contract Time(s)***") shall be subject to adjustment in accordance with the Specific Conditions.

**C. Time is of the Essence.** Owner and Design-Builder mutually agree that time is of the essence with respect to the dates and times set forth in the Project Specific Contract Amendment for each Specific Project.

**D. Liquidated Damages.** Design-Builder understands that if Substantial Completion is not attained by the Scheduled Substantial Completion Date contained in the Notice to Proceed and Project Specific Contract Amendment for a Specific Project, Owner will suffer damages which are difficult to determine and accurately specify. Design-Builder agrees that if Substantial Completion is not attained by one (1) day after the Scheduled Substantial Completion Date (the "***LD Date***"), Design-Builder shall pay Owner the amount specified in the Project Specific Contract Amendment as liquidated damages for each day that the Substantial Completion extends beyond the LD Date. The liquidated damages provided herein shall be in lieu of all liability for any and all extra costs, losses, expenses, claims, penalties, and any other damages, whether special or consequential, and of whatsoever nature incurred by Owner which are occasioned by any delay in achieving Substantial Completion by the Scheduled Substantial Completion Date and shall be Owner's sole remedy for the delay. Design-Builder understands and agrees that liquidated damages are to be paid not as a penalty, but as compensation to Owner as a fixed and reasonable liquidated damages for losses that Owner will suffer because of such default, whether through increased administrative and engineering costs, interference with Owner's normal

operations, other tangible and intangible costs, or otherwise, which costs will be impossible or impractical to measure or ascertain with any reasonable specificity. Liquidated damages may, at Owner's sole discretion, be deducted from any monies held by Owner that are otherwise payable to Design-Builder.

**8. PROJECT SPECIFIC CONTRACT AMENDMENTS**. Owner may enlist Services from the Design-Builder for a Specific Project or multiple Specific Projects together during the term of this Contract. Prior to Owner's issuing a Notice to Proceed for a Specific Project(s), Owner and Design-Builder will execute a Project Specific Contract Amendment in the form attached hereto as **Exhibit B**. Owner shall have no liability or obligations to Design-Builder prior to Owner's issuance of a Notice to Proceed for a Specific Project. All Project Specific Contract Amendments will be subject to approval by the City of Jacksonville's Competitive Sealed Proposal Evaluation Committee (CSPEC) and Mayor or his designee. Each Project Specific Contract Amendment shall contain: (1) a specific description of the Project; (2) Guaranteed Maximum Price (GMP) in accordance with Section 10 herein which is equal to Design-Builder's Fee (as defined in Section 9.C hereof) plus the negotiated lump sum Cost of the Work (as defined in Section 9.D hereof), subject to any adjustments made in accordance with the Specific Conditions; (3) a Scheduled Substantial Completion Date; (4) Guaranteed Completion Date; (5) the amount of liquidated damages in accordance with Section 7.D; and (6) an updated Maximum Indebtedness amount under this Contract.

**9. MAXIMUM INDEBTEDNESS; PAYMENTS TO DESIGN-BUILDER**.

**A. Maximum Indebtedness.**

Owner's maximum indebtedness under this Contract is an amount not to exceed Zero ($0.00) ("Maximum Indebtedness). The Maximum Indebtedness amount shall be increased via a Project Specific Contract Amendment.

**B. Payments.**

**i.** Owner will pay Design-Builder for each Specific Project using either a two-phased approach where Owner will first pay Design-Builder an amount to perform a portion of the design elements based upon a DCP for a Specific Project as described in Section 4 of the RFQ to enable the Owner and Design-Builder to negotiate a GMP and GCD for the Specific Project, or a one-phased approach where Owner will negotiate a GMP and GCD, which shall include design services. Any such amount paid by Owner under either approach will be pursuant to a Project Specific Contract Amendment.

**ii.** Upon Owner's acceptance of the GMP Proposal in accordance with Section 10 herein, Owner and Design-Builder will execute a Project Specific Contract Amendment and pay Design-Builder in accordance with the payment terms set forth in the Specific Conditions.

iii. Notwithstanding the foregoing, Design-Builder acknowledges and agrees that Owner may not solicit Design-Builder to perform any

Work pursuant to the terms hereof during the term of this Contract, and Owner makes no guarantee or representation as to the quantity of Specific Projects, if any, that Owner may solicit from, or issue to, Design-Builder to perform Work during the term of this Contract. Design-Builder further acknowledges and agrees that Design-Builder shall have no recourse, legal or otherwise, against Owner if Owner does not solicit Design-Builder to perform any Work or Specific Projects pursuant to this Contract.

**C. Design-Builder's Fee.**

**i.** Design-Builder's Fee for each Specific Project shall be limited as follows:

- For Projects with a GMP less than $100,000, Design Builder's Fee shall not exceed fifteen percent (15%) of the negotiated lump sum Cost of the Work for that Project, subject to negotiations between both parties.

- For Projects with a GMP between $100,000 and $500,000, Design-Builder's Fee shall not exceed ten percent (10%) of the negotiated lump sum Cost of the Work for that Project, subject to negotiations between both parties.

- For Projects with a GMP in excess of $500,000, Design-Builder's Fee shall not exceed seven and a half percent (7.5%) of the negotiated lump sum Cost of the Work for that Project, subject to negotiations between both parties.

**D. Cost of the Work.** The term "Cost of the Work" shall mean costs reasonably incurred by Design-Builder in the proper performance of the Work required for each Specific Project. The Cost of the Work shall include only the following:

**i.** Wages of direct employees of Design-Builder performing the Work at the Sites or, with Owner's agreement, at locations off the Sites.

**ii.** Wages or salaries of Design-Builder's supervisory and administrative personnel engaged in the performance of the Work and who are located at the Sites or working off-Site to assist in the production or transportation of material and equipment necessary for the Work.

**iii.** Wages or salaries of Design-Builder's personnel stationed at Design-Builder's principal or branch offices who are performing functions required to complete the Work. The reimbursable costs of personnel stationed at Design-Builder's principal or branch offices shall include a markup to compensate Design-Builder for the Project-related overhead associated with such personnel.

**iv.** Costs incurred by Design-Builder for employee benefits, premiums, taxes, insurance, contributions and assessments required by law, collective bargaining agreements, or which are customarily paid by Design-Builder, to the extent such costs are based on wages and salaries paid to employees of Design-Builder covered under Sections 9.D(i)-(iii) hereof.

**v.** The reasonable and documented portion of the cost of travel, accommodations, and meals for Design-Builder's personnel necessarily and directly incurred in connection with the performance of the Work.

**vi.** Payments properly made by Design-Builder to Subcontractors and Design Consultants for performance of portions of the Work, including any required insurance and bond premiums incurred by Subcontractors and Design Consultants.

**vii.** Costs, including transportation, inspection, testing, storage and handling, of materials, equipment, and supplies incorporated or reasonably used in completing the Work.

**viii.** Costs less salvage value of materials, supplies, temporary facilities, machinery, equipment, and hand tools not customarily owned by the workers that are not fully consumed in the performance of the Work and which remain the property of Design-Builder, including the costs of transporting, inspecting, testing, handling, installing, maintaining, dismantling, and removing such items.

**ix.** Costs of removal of debris and waste from the Sites.

**x.** The reasonable costs and expenses incurred in establishing, operating, and demobilizing the Site(s) office(s), including the cost of facsimile transmissions, long-distance telephone calls, postage and express delivery charges, telephone service, photocopying, and DSL internet services.

**xi.** Rental charges and the costs of transportation, installation, minor repairs and replacements, dismantling and removal of temporary facilities, machinery, equipment, and hand tools not customarily owned by the workers which are provided by Design-Builder at the Sites, whether rented from Design-Builder or others, and incurred in the performance of the Work.

**xii.** Premiums for insurance and bonds required by this Agreement or the performance of the Work, including, but not limited to, errors and omissions insurance, including any sub-contractors bonds as Design-Builder deems appropriate.

**xiii.** All fuel and utility costs incurred in the performance of the Work.

**xiv.** Sales, use, or similar taxes, tariffs, or duties incurred in the performance of the Work.

**xv.** Costs for permits, royalties, licenses, tests, and inspections incurred by Design-Builder as a requirement of the Contract Documents.

**xvi.** Deposits which are lost, except to the extent caused by Design-Builder's negligence.

**xvii.** Costs incurred in preventing damage, injury, or loss in case of an emergency affecting the safety of persons and property to the extent not covered by Design-Builder's insurance.

**xviii.** Other documented costs reasonably and properly incurred in the performance of the Work to the extent approved in writing by Owner.

**xix.** Design-Builder Firm, when qualified, may self-perform all or a portion of the Work for any item listed on the estimate or GMP breakdown where it is deemed advantageous due to schedule or economic benefit for the direct cost of the Work.

**xx.** Costs of all reproductions used for bidding or information purposes required by the Specific Projects to directly benefit the Specific Projects.

**xxi.** Costs for watchmen and security services for the Specific Projects.

**xxii.** Costs for such temporary facilities during construction as approved by Owner, including temporary water, heat, power, sanitary facilities, telephones, radios, and computers with software.

**xxiii.** Costs for efficient logistical control of the Sites, including horizontal and vertical transportation and materials and personnel. Also, costs for adequate storage.

**D. Non-Reimbursable Costs.**

The following shall be excluded from the Cost of the Work:

**i.** Compensation for Design-Builder's personnel stationed at Design-Builder's principal or branch offices, except as provided for in Sections 9.D (i)-(iii) hereof.

**ii.** Overhead and general expenses, except as provided for in Section 9.D hereof or which may be recoverable for changes to the Work.

**iii.** The cost of Design-Builder's capital used in the performance of the Work.

iv. Once the parties have agreed on a GMP, costs that would cause the GMP, as may be adjusted in accordance with the Contract Documents, to be exceeded.

v. Any costs incurred by Design-Builder arising out of Design-Builder's, or its employees', agents', contractors' and subcontractors', errors, negligent or wrongful acts or omissions in performing the Work.

**10. GUARANTEED MAXIMUM PRICE.**

**A. GMP Established after Execution of this Agreement**

i. **GMP Proposal.** Design-Builder shall submit a GMP Proposal to Owner for each Specific Project, which shall include the following unless the parties mutually agree otherwise:

a. A proposed GMP, which shall be the sum of:

1) Design-Builder's Fee as defined in Section 9.C hereof;

2) the negotiated lump sum Cost of the Work as defined in Section 9.D hereof, inclusive of any Design-Builder's Contingency, if applicable, as defined in this Section 10; and

3) For purposes of this Agreement, "Contingency" means the amount set forth in the GMP, which amount shall not constitute more than fifteen percent (15%) of the GMP and which amount is available for Design-Builder's exclusive use for costs that are incurred in performing the Work that are not included in a specific line item or which would be the basis for a Change Order under the Contract Documents. By way of example, and not as a limitation, such costs include trade buy-out differentials, overtime, and acceleration. The Contingency is not available to Owner for any reason, including changes in scope or any other item which would enable Design-Builder to increase the GMP under the Contract Documents. In no event shall the Contingency be used by Design-Builder to pay for Non-Reimbursable Costs, as defined in Section 9.D. Design-

Builder shall provide Owner with notice of all anticipated charges against the Contingency and any Contingency amount remaining unused upon Final Payment shall be returned to Owner.

**b.** A list of the drawings and specifications, including all addenda, used as the basis for the GMP Proposal;

**c.** A list of the assumptions and clarifications made by Design-Builder in the preparation of the GMP Proposal, which list is intended to supplement the information contained in the drawings and specifications;

**d.** The allowable construction time upon which the proposed GMP is based, and a schedule upon which the Scheduled Substantial Completion Date is based;

**e.** A list of allowances and a statement of their basis;

**f.** A schedule of alternate prices;

**g.** A schedule of unit prices;

**h.** A statement of Additional Services; and

**i.** The time limit for acceptance of the GMP Proposal.

**ii.** **Review and Adjustment to GMP Proposal.** After submission of the GMP Proposal, Design-Builder and Owner shall meet to discuss and review the GMP Proposal. If Owner has any comments regarding the GMP Proposal or finds any inconsistencies or inaccuracies in the information presented, it shall promptly give written notice to Design-Builder of such comments or findings. If appropriate, Design-Builder shall, upon receipt of Owner's notice, make appropriate adjustments to the GMP Proposal.

**iii.** **Acceptance of GMP Proposal.** If Owner accepts the GMP Proposal, as may be amended by Design-Builder and Owner, Owner shall submit the GMP Proposal to the City of Jacksonville's Competitive Sealed Proposal Evaluation Committee (CSPEC) for approval. Upon obtaining approval from CSPEC, Owner and Design-Builder will execute a Project Specific Contract Amendment in the amount of the GMP.

**iv.** **Failure to Accept the GMP Proposal.** If Owner rejects the GMP Proposal or fails to notify Design-Builder in writing on or before the

date specified in the GMP Proposal that it accepts the GMP Proposal, the GMP Proposal shall be deemed withdrawn and of no effect. In such event, Owner and Design-Builder shall meet and confer as to how the Project will proceed, with Owner having the following options:

a. Owner may suggest modifications to the GMP Proposal, whereupon, if such modifications are accepted in writing by Design-Builder, the GMP Proposal shall be deemed accepted and the parties shall proceed in accordance with Section 10.A.iii above; or

b. Owner may abandon pursuit of a Specific Project with this Design-Builder and terminate this Contract in accordance with the terms herein.

## 11. PROCEDURE FOR PAYMENT.

### A. Progress Payments.

i. Design-Builder shall submit to Owner on the tenth (10th) day of each month, beginning with the first month after the Date of Commencement, Design-Builder's Application for Payment in accordance with Article 6 of the Specific Conditions.

ii. Owner shall make payment within twenty-one (21) days after Owner's receipt of each properly submitted and accurate Application for Payment in accordance with Article 6 of the Specific Conditions, but in each case less the total of payments previously made, and less amounts properly withheld under Section 6.3 of the Specific Conditions.

iii. Progress payments under this Section only will be made only upon Owner's receipt from Design-Builder of updated schedules and reports submitted with each invoice, as set forth in Section 2.1.2 of the Specific Conditions.

### B. Retainage on Progress Payments.

i. Owner will retain ten percent (10%) of each Application for Payment; provided, however, that when fifty percent (50%) of the Work has been completed by Design-Builder, Owner will consider, in its sole discretion, whether to retain any additional amounts from Design-Builder's subsequent Applications for Payment. Owner will also reasonably consider reducing retainage for Subcontractors completing their work early in the Specific Project. Retainage shall not be withheld on services or fees set forth in Section 9.C herein and for materials purchased by Design-Builder.

ii. Upon Final Completion of the entire Work or, if applicable, any portion of the Work pursuant to Section 6.6 of the Specific Conditions, Owner shall release to Design-Builder all retained amounts relating, as applicable, to the entire Work or completed portion of the Work, less an amount equal to one and one-half (1 ½) times the reasonable value of all remaining or incomplete items of Work as noted in the Certificate of Final Completion.

**C. Final Payment.** Design-Builder shall submit its Final Application for Payment to Owner in accordance with Section 6.7 of the Specific Conditions. Owner shall make payment on Design-Builder's properly submitted and accurate Final Application for Payment within twenty-one (21) days after Owner's receipt of the Final Application for Payment, provided that Design-Builder has satisfied the requirements for final payment set forth in Section 6.7.2 of the Specific Conditions.

**D.** Record Keeping and Finance Controls. Design-Builder shall keep full and detailed accounts and exercise such controls as may be necessary for proper financial management, using accounting and control systems in accordance with generally accepted accounting principles and as provided in the Contract Documents and, specifically, Section 12.31 of the Specific Conditions. During the performance of the Work and for a period of three (3) years after receipt of final payment, Owner and Owner's accountants shall be afforded access from time to time, upon reasonable notice, to Design-Builder's records, books, correspondence, receipts, subcontracts, vouchers, memoranda, and other data relating to the Work, all of which Design-Builder shall preserve for a period of three (3) years after receipt of final payment.

**12. TERMINATION FOR CONVENIENCE**. The parties' termination rights shall be as set forth in the Specific Conditions, RFQ, and as set forth below:

**A.** Upon ten (10) days' written notice to Design-Builder, Owner may, for its convenience and without cause, elect to terminate this Contract or any Specific Project. In such event, Design-Builder shall cease performing Work on the Specific Project and Owner shall pay Design-Builder for the following:

i. Up to receipt of notice of termination: (i) all Work actually, timely and faithfully rendered on all Specific Projects, including that portion of Design-Builder's fees equal to the percentage of Work completed and (ii) for proven and documented costs or expenses in connection with the Work required for each Specific Project. Thereafter until the date of termination, only for such services as are specifically authorized in writing by Owner, and

ii. Fair compensation either by purchase or rental, at the election of Owner, for any equipment obtained by Design-Builder and used for the Specific Projects.

**B.** If Owner terminates this Contract pursuant to Section 12.A above and proceeds to design and construct the Specific Project through its employees, agents, or third parties, Owner's rights to use the Work Products shall be as set forth in Section 6 hereof.

**13. Contract Managers.** Each party shall designate various individuals as their respective Contract Managers for each Specific Project performed under this Contract, which individual has the authority and responsibility to avoid and resolve disputes relating to this Contract and to oversee the party's performance of its duties and obligations pursuant to the terms of this Contract. The Contract Manager for each Specific Project shall be designated in the Project Specific Contract Amendment for each Project. As of the Effective Date, City's Contract Manager is Robin Smith (Phone: 904.255.8710; Fax: 904.255.8926; RobinSmith@coj.net), and Design-Builder's Contract Manager is Frank Anderson fanderson@aconcci.com (Phone: 904.565.9060 Ext 305, Fax: 904-565-9080)

**A. Owner's Representatives.**

Owner designates the individual listed below as its Senior Representative ("Owner's Senior Representative"), which individual has the authority and responsibility

Robin Smith, P.E., Chief
Engineer and Construction Management Division
Public Works Department, City of Jacksonville
214 North Hogan Street, 10th Floor
Jacksonville, FL 32202

Owner shall designate various individuals as its Owner's Representative t, which individual has the authority and responsibility set forth in Section 3.4 of the Specific Conditions.

**B. Design-Builder's Representatives.**

Design-Builder designates the individual listed below as its Senior Representative ("Design-Builder's Senior Representative"), which individual has the authority and responsibility for avoiding and resolving disputes.

Frank Anderson, Vice President of Operations
Acon Construction Co., Inc.
3653 Regent Boulevard, Suite 401
Jacksonville, FL 3222

**14. NOTICES.** Unless otherwise provided herein, any and all notices which are permitted or required in this Contract shall be in writing and shall be duly delivered and given when personally served, or the next business day after such notice is sent by overnight delivery service by a nationally recognized courier such as Federal Express or UPS with delivery charges paid by the sender, or three (3) business days after such notice is mailed to the person at the address designated below. If notice is mailed, the same shall be mailed, postage prepaid, in the United States mail by certified or registered mail – return receipt requested. Failure to accept certified or registered mail shall be deemed a receipt thereof within ten (10) days after the first notice of delivery of the certified or registered mail. Any

entity may change its address as designated herein by giving notice thereof as provided herein or such other address either party from time to time specifies in writing to the other.

If to the Owner: Robin Smith, P. E.
Engineering & Construction Management Division
Public Works Department, City of Jacksonville
214 N. Hogan Street
Jacksonville, Florida 32202
Attn: Director

With a copy to: Office of General Counsel
Government Operations and Commercial Law Department
117 West Duval Street, Suite 480
Jacksonville, Florida 32202
Attn: Corporation Secretary

If to Design-Builder: Marianne Sypniewski, VP/Treasurer
ACON Construction Co., Inc.
3653 Regent Boulevard, Suite 401
Jacksonville, Florida 32224

With a copy to: _____

15. **MISCELLANEOUS PROVISIONS.**

**A. Dates and Time Periods.** Should the date for the giving of any notice, the performance of any act, or the beginning or end of any period provided for herein fall on a Saturday, Sunday or other legal holiday, such date shall be extended to the next succeeding business day which is not a Saturday, Sunday or legal holiday.

**B. Governing Law.** This Contract shall be governed and interpreted under the laws of the State of Florida. The venue shall be Duval County, Florida.

**C. Amendments.** All changes to, additions to, modifications of, or amendment to this Contract, or any of the terms, provisions and conditions hereof, shall be binding only when in writing and signed by the authorized officer, agent or representative of each of the parties hereto.

**D. Headings.** The paragraph headings used in this Contract are for convenience purposes only and shall not be used in the interpretation of this Contract.

**E. Exhibits.** All Exhibits attached hereto are incorporated herein by this reference and made a part of this Contract.

**F. Counterparts.** The Contract may be executed in a number of identical counterparts, each of which for all purposes is deemed an original, and all of which

constitute collectively one (1) agreement, but in making proof of the Contract, it shall not be necessary to produce or account for

**G. Severability**. The provisions of this Contract are severable, and if any provision of any part hereof or the application thereof to any person or circumstance shall ever be held by any court of competent jurisdiction to be invalid or unconstitutional for any reason, the remainder of this Contract and the application of such provisions or part hereof to other persons or circumstances shall not be affected thereby.

**H. Approvals.** Design-Builder represents and warrants to Owner that Design-Builder has full right and authority to execute and perform its obligations under the Contract, and Design-Builder and the person(s) signing this Contract on Design-Builder's behalf represent and warrant to Owner that such person(s) are duly authorized to execute this Contract on Design-Builder's behalf without further consent or approval by anyone. Design-Builder shall deliver to Owner promptly upon request all documents reasonably requested by Owner to evidence such authority.

**REMAINDER OF PAGE LEFT BLANK INTENTIONALLY – SIGNATURE PAGE FOLLOWS.**

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

Attest:

By: _____
James R. McCain, Jr.
Corporation Secretary

**CITY OF JACKSONVILLE**

By: _____
Brian Hughes
Chief Administrative Officer
For: Mayor Lenny Curry
Under Authority of:
~~Executive Order~~ No: 2019-02
Lenny Curry
Mayor

In compliance with the Ordinance Code of the City of Jacksonville, I do hereby certify that there is an unexpended, unencumbered, and unimpounded balance in the appropriation sufficient to cover the foregoing Contract, and provision has ~~been made~~ for the payment of the monies provided therein to be paid from the following account:

_____
Director of Finance
CITY Contract Number: 71629

Form Approval:

By: _____
Office of General Counsel

Witness:

By: _____
Name: Catherine Watson
Its: VP-Admin & Finance

**ACON CONSTRUCTION COMPANY, INC.**

By: _____
Name: David Sypniewski
Its: President

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**Exhibit "A"**

Special Conditions to immediately follow this page.

# Specific Conditions
# (Design-Build Contract)

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Article 1

## General

### 1.1 Mutual Obligations

**1.1.1** Owner and Design-Builder commit at all times to cooperate fully with each other, and proceed on the basis of trust and good faith, to permit each party to realize the benefits afforded under the Contract Documents.

### 1.2 Basic Definitions

**1.2.1** *Contract* or *Agreement* refers to the executed agreement between Owner and Design-Builder pursuant to a contract award issued by the City of Jacksonville's Procurement Division in accordance with the RFQ to perform design-build services for Specific Project(s).

**1.2.2** *Day* or *Days* shall mean calendar days unless otherwise specifically noted in the Contract Documents.

**1.2.3** *Design Consultant* is a qualified, licensed design professional who is not an employee of Design-Builder, but is retained by Design-Builder, or employed or retained by anyone under contract with Design-Builder or Subcontractor, to furnish design services required under the Contract Documents.

**1.2.4** *Hazardous Conditions* are any materials, wastes, substances and chemicals deemed to be hazardous under applicable Legal Requirements, or the handling, storage, remediation, or disposal of which are regulated by applicable Legal Requirements.

**1.2.5** *Specific Conditions of Contract* refer to this *Specific Conditions of Contract*, which shall be incorporated into the Contract by reference and made a part thereof.

**1.2.6** *Legal Requirements* are all applicable federal, state and local laws, codes, ordinances, rules, regulations, orders and decrees of any government or quasi-government entity having jurisdiction over the Projects or Sites, the practices involved in the Projects or Sites, or any Work.

**1.2.7** *Design Criteria Package or DCP* is defined in Section 2 of the RFQ and will be developed by Owner for each Specific Project is developed by or for Owner to describe Owner's requirements and objectives for the Specific Project, including use, space, price, time, site and expandability requirements, as well as submittal requirements and other requirements governing Design-Builder's performance of the Work. The DCP may include conceptual documents, design criteria, performance requirements and other Project-specific technical materials and requirements.

**1.2.8** *Specific Project* or *Project* is an individual assignment to be performed under the Contract. Each project shall be authorized by a Notice to Proceed after a Project Specific Contract Amendment has been executed by Owner and Design-Builder. Each Specific Project shall be performed under a Guaranteed Maximum Price (GMP) and Guaranteed Completion Date as specified in the Contract amendment. Owner shall have no liability or obligations to Design-Builder prior to Owner's issuance of a Notice to Proceed for a Specific Project.

**1.2.9** *Site* is the land or premises on which the Project(s) is/are located.

**1.2.10** *Subcontractor* is any person or entity retained by Design-Builder as an independent contractor to perform a portion of the Work required for the Projects and shall include materialmen and suppliers.

**1.2.11** *Sub-Subcontractor* is any person or entity retained by a Subcontractor as an independent contractor to perform any portion of a Subcontractor's Work required for the Projects and shall include materialmen and suppliers.

**1.2.12** *Substantial Completion* is the date on which the Work, or an agreed upon portion of the Work, is sufficiently complete so that Owner can occupy and use the Project or a portion thereof for its intended purposes.

**1.2.13** *Work* is comprised of all Design-Builder's design, construction and other services required by the Contract Documents, including procuring and furnishing all materials, equipment, services and labor reasonably inferable from the Contract Documents to complete the Specific Projects. A Specific Project may be performed individually or multiple Specific Projects may be performed aggregately by Design-Builder

**1.2.14** *RFQ* shall mean the CDB-_____ Request For Qualifications No.____ issued by Owner for the Work.

Unless otherwise defined in these Specific Conditions, all capitalized terms contained herein shall have the same meaning as given to them in the RFQ.

## Article 2

## Design-Builder's Services and Responsibilities

### 2.1 General Services

**2.1.1** Design-Builder's Representative shall be reasonably available to Owner and shall have the necessary expertise and experience required to supervise the Work. Design-Builder's Representative shall communicate regularly with Owner's Representative and shall be vested with the authority to act on behalf of Design-Builder. Design-Builder's Representative may be replaced only with the mutual agreement of Owner and Design-Builder.

**2.1.2** Design-Builder shall provide Owner with a monthly status report detailing the progress of the Work for each Specific Project, including whether (i) the Work is proceeding according to schedule, (ii) discrepancies, conflicts, or ambiguities exist in the Contract Documents that require resolution, (iii) health and safety issues exist in connection with the Work, and (v) other items require resolution so as not to jeopardize Design-Builder's ability to complete the Work for the GMP and within the Contract Time(s). In addition, Design-Builder shall provide Owner with a log of submittals, RFI's, Change Orders, and shop drawings.

**2.1.3** Design-Builder shall prepare and submit a schedule for the execution of the Work for each Specific Project for Owner's review and response. The schedule shall indicate the dates for the start and completion of the various stages of Work, including the dates when Owner information and approvals are required to enable Design-Builder to achieve the Contract Time(s). The schedule shall be revised as required by conditions and progress of the Work, but such revisions shall not relieve Design-Builder of its obligations to complete the Work within the Contract Time(s), as such dates may be adjusted in accordance with the Contract Documents. Owner's review of and response to the schedule shall not be construed as relieving Design-Builder of its complete and exclusive control over the means, methods, sequences and techniques for executing the Work.

### 2.2 Design Professional Services

**2.2.1** Design-Builder shall, consistent with applicable state licensing laws, provide through qualified, licensed design professionals employed by Design-Builder, or procured from qualified, independent licensed Design Consultants, the necessary design services, including architectural, engineering and other design professional services, for the preparation of the required drawings, specifications and other design submittals to permit Design-Builder to complete the Work for the Projects consistent with the Contract Documents. Nothing in the Contract Documents is intended or deemed to create any legal or contractual relationship between Owner and any Design Consultant.

### 2.3 Standard of Care for Design Professional Services

**2.3.1** The standard of care for all design professional services performed to execute the Work shall be the care and skill ordinarily used by members of the design profession practicing under similar conditions at the same time and locality of the Specific Project. Notwithstanding the preceding sentence, if the parties agree upon specific performance standards for any aspect of the Work, which standards are to be set forth in a Project Specific Contract Amendment entitled "Performance Standard Requirements," the design professional services shall be performed to achieve such standards.

**2.4 Design Development Services**

**2.4.1** Design-Builder and Owner shall, consistent with any applicable provision of the Contract Documents, agree upon any interim design submissions that Owner may wish to review, which interim design submissions may include design criteria, drawings, diagrams and specifications setting forth the Specific Project requirements. On or about the time of the scheduled submissions, Design-Builder and Owner shall meet and confer about the submissions, with Design-Builder identifying during such meetings, among other things, the evolution of the design and any significant changes or deviations from the Contract Documents, or, if applicable, previously submitted design submissions. Minutes of the meetings will be maintained by Design-Builder and provided to all attendees for review. Following the design review meeting, Owner shall review and approve the interim design submissions in a time that is consistent with the turnaround times set forth in Design-Builder's schedule.

**2.4.2** Design-Builder shall submit to Owner "Construction Documents" setting forth in detail drawings and specifications describing the requirements for construction of the Work. The Construction Documents shall be consistent with the latest set of interim design submissions, as such submissions may have been modified in a design review meeting. The parties shall have a design review meeting to discuss, and Owner shall review and approve, the Construction Documents in accordance with the procedures set forth Section 2.4.1 above. After Owner's issuance of a Notice to Proceed, Design-Builder shall proceed with construction in accordance with the approved Construction Documents and shall submit one set of approved Construction Documents to Owner prior to commencement of construction.

**2.4.3** Owner's review and approval of interim design submissions and the Construction Documents is for the purpose of mutually establishing a conformed set of Contract Documents compatible with the requirements of the Work. Neither Owner's review nor approval of any interim design submissions and Construction Documents shall be deemed to transfer any design liability from Design-Builder to Owner.

**2.4.4** To the extent not prohibited by the Contract Documents or Legal Requirements, Design-Builder may prepare interim design submissions and Construction Documents for a portion of the Work to permit construction to proceed on that portion of the Work prior to completion of the Construction Documents for the entire Work; provided, however, nothing in this 2.4.4 authorizes work not expressly and in writing agreed to by Owner pursuant to an amendment to the Contract.

**2.5 Legal Requirements**

**2.5.1** Design-Builder shall perform the Work in accordance with all Legal Requirements and shall provide all notices applicable to the Work as required by the Legal Requirements.

**2.5.2** The Contract Price and/or Contract Time(s) for any Specific Projects may be adjusted to compensate Design-Builder for the effects of any changes in the Legal Requirements enacted after the date of Notice to Proceed affecting the performance of the Work. Such effects may include, without limitation, revisions Design-Builder is required to make to the Construction Documents because of changes in Legal Requirements.

**2.6 Government Approvals and Permits**

**2.6.1** Design-Builder shall obtain and pay for all necessary permits, approvals, licenses, government charges and inspection fees required for the prosecution of the Work by any government or quasi-government entity having jurisdiction over the Specific Project.

**2.6.2** Design-Builder shall provide reasonable assistance to Owner in obtaining those permits, approvals and licenses that are Owner's responsibility.

**2.7 Design-Builder's Construction Phase Services**

**2.7.1** Design-Builder shall provide through itself or Subcontractors the necessary supervision, labor, inspection, testing, start-up, material, equipment, machinery, temporary utilities and other temporary facilities to permit Design-Builder to complete construction of the Specific Projects consistent with the Contract Documents. Owner may provide additional inspection and testing services, but Owner shall not be obligated to provide such services.

**2.7.2** Design-Builder shall perform all construction activities efficiently and with the requisite expertise, skill and competence to satisfy the requirements of the Contract Documents. Design-Builder shall at all times exercise complete and exclusive control over the means, methods, sequences and techniques of construction.

**2.7.3** Design-Builder shall employ only Subcontractors who are duly licensed and qualified to perform the Work consistent with the Contract Documents. Owner may reasonably object to Design-Builder's selection of any Subcontractor, provided that the Contract Price and/or Contract Time(s) shall be adjusted to the extent that Owner's decision impacts Design-Builder's cost and/or time of performance.

**2.7.4** Design-Builder assumes responsibility to Owner for the proper performance of the Work of Subcontractors and any acts and omissions in connection with such performance. Nothing in the Contract Documents is intended or deemed to create any legal or contractual relationship between Owner and any Subcontractor or Sub-Subcontractor, including but not limited to any third-party beneficiary rights.

**2.7.5** Design-Builder shall coordinate the activities of all Subcontractors. If Owner performs other work on the Specific Project or at the Site with separate contractors under Owner's control, Design-Builder agrees to reasonably cooperate and coordinate its activities with those of such separate contractors so that the Specific Project can be completed in an orderly and coordinated manner without unreasonable disruption.

**2.7.6** Design-Builder shall keep the Site reasonably free from debris, trash and construction wastes to permit Design-Builder to perform its construction services efficiently, safely and without interfering with the use of adjacent land areas. Upon Substantial Completion of the Work, or a portion of the Work, Design-Builder shall remove all debris, trash, construction wastes, materials, equipment, machinery and tools arising from the Work or applicable portions thereof to permit Owner to occupy the Specific Project or a portion of the Specific Project for its intended use.

**2.8 Design-Builder's Responsibility for Project Safety**

**2.8.1** Design-Builder recognizes the importance of performing the Work in a safe manner so as to prevent damage, injury or loss to (i) all individuals at the Site, whether working or visiting, (ii) the Work, including materials and equipment incorporated into the Work or stored on-Site or off-Site, and (iii) all other property at the Site or adjacent thereto. Design-Builder assumes responsibility for implementing and monitoring all safety precautions and programs related to the performance of the Work. Design-Builder shall, prior to commencing construction, designate a Safety Representative with the necessary qualifications and experience to supervise the implementation and monitoring of all safety precautions and programs related to the Work. Unless otherwise required by the Contract Documents, Design-Builder's Safety Representative shall perform periodic safety inspections of the Site and correct any conditions on the Site determined to be unsafe from said inspection as soon as practicable.

**2.8.2** Design-Builder and Subcontractors shall comply with all Legal Requirements relating to safety, as well as any Owner-specific safety requirements set forth in the Contract Documents, provided that such Owner-specific requirements do not violate any applicable Legal Requirement. Design-Builder will immediately report in writing any safety-related injury, loss, damage or accident arising from the Work to Owner's Representative and, to the extent mandated by Legal Requirements, to all government or quasi-government authorities having jurisdiction over safety-related matters involving the Specific Project or the

Work.

**2.9 Design-Builder's Warranty**

**2.9.1** Design-Builder warrants to Owner that the construction, including all materials and equipment furnished as part of the construction, shall be new unless otherwise specified in the Contract Documents, of good quality, in conformance with the Contract Documents and free of defects in materials and workmanship. Design-Builder's warranty obligation excludes defects caused by abuse, alterations, or failure to maintain the Work by persons other than Design-Builder or anyone for whose acts Design-Builder may be liable. Nothing in this warranty is intended to limit any manufacturer's warranty which provides Owner with greater warranty rights than set forth in this Section 2.9 or the Contract Documents. Design-Builder will provide Owner with all manufacturers' warranties upon Substantial Completion.

**2.10 Correction of Defective Work**

**2.10.1** Design-Builder agrees to correct any Work that is found to not be in conformance with the Contract Documents, including that part of the Work subject to Section 2.9 hereof, within a period of one year from the date of Substantial Completion of the Work or any portion of the Work, or within such longer period to the extent required by the Contract Documents, at no additional cost to Owner.

**2.10.2** Design-Builder shall, within fourteen (14) days of receipt of written notice from Owner that the Work is not in conformance with the Contract Documents, take meaningful steps to commence correction of such nonconforming Work, including the correction, removal or replacement of the nonconforming Work and any damage caused to other parts of the Work affected by the nonconforming Work. If Design-Builder fails to commence the necessary steps within such fourteen (14) day period, Owner, in addition to any other remedies provided under the Contract Documents, may provide Design-Builder with written notice that Owner will commence correction of such nonconforming Work with its own forces. If Owner does perform such corrective Work, Design-Builder shall be responsible for all reasonable costs incurred by Owner in performing such correction. If the nonconforming Work creates an emergency requiring an immediate response, the fourteen (14) day periods identified herein shall be deemed inapplicable.

**2.10.3** The one year period referenced in Section 2.10.1 above applies only to Design-Builder's obligation to correct nonconforming Work and is not intended to constitute a period of limitations for any other rights or remedies Owner may have regarding Design-Builder's other obligations under the Contract Documents.

## Article 3

## Owner's Services and Responsibilities

**3.1 Duty to Cooperate**

**3.1.1** Owner shall, throughout the performance of the Work, cooperate with Design-Builder and perform its responsibilities, obligations and services in a timely manner to facilitate Design-Builder's timely and efficient performance of the Work and so as not to delay or interfere with Design-Builder's performance of its obligations under the Contract Documents.

**3.1.2** Owner shall provide timely reviews and approvals of interim design submissions and Construction Documents consistent with the turnaround times set forth in Design-Builder's schedule, as approved by Owner.

**3.2 Furnishing of Services and Information**

**3.2.1** Unless expressly stated to the contrary in the Contract Documents, Owner shall provide, at its own cost and expense, within ten (10) days after execution of the Contract, for Design-Builder's information and use the following, all of which Design-Builder is entitled to rely upon in performing the Work:

**3.2.1.1** To the extent available, surveys describing the property, boundaries, topography and reference points for use during construction, including existing service and utility lines;

**3.2.1.2** To the extent available, geotechnical studies describing subsurface conditions, and other surveys describing other latent or concealed physical conditions at the Site;

**3.2.1.3** Temporary and permanent easements, zoning and other requirements and encumbrances affecting land use, or necessary to permit the proper design and construction of the Specific Project and enable Design-Builder to perform the Work;

**3.2.1.4** To the extent available, a legal description of the Site;

**3.2.1.5** To the extent available, as-built and record drawings of any existing structures at the Site; and

**3.2.1.6** To the extent available, environmental studies, reports and impact statements describing the environmental conditions, including Hazardous Conditions, in existence at the Site.

**3.3 Intentionally deleted.**

**3.4 Owner's Representative**

**3.4.1** Owner's Representative shall be responsible for providing Owner-supplied information and approvals in a timely manner to permit Design-Builder to fulfill its obligations under the Contract Documents. Owner's Representative shall also provide Design-Builder with prompt notice if it observes any failure on the part of Design-Builder to fulfill its contractual obligations, including any errors, omissions or defects in the performance of the Work.

**3.5 Government Approvals and Permits**

**3.5.1** Design Builder shall obtain and pay for all necessary permits, approvals, licenses, government charges and inspection fees necessary to perform and construct the Work.

**3.6 Owner's Separate Contractors**

**3.6.1** Owner is responsible for all work performed on the Specific Project or at the Site by separate contractors under Owner's control. Owner shall require its separate contractors to reasonably cooperate with, and coordinate their activities so as not to unreasonably interfere with Design-Builder in order to enable Design-Builder to timely complete the Work consistent with the Contract Documents.

## Article 4

## Hazardous Conditions and Differing Site Conditions

**4.1 Hazardous Conditions**

**4.1.1** Unless otherwise expressly provided herein or in the Contract Documents to be part of the Work, Design-Builder is not responsible for any Hazardous Conditions encountered at the Site that are not introduced to the Site by Design-Builder, Subcontractors or anyone for whose acts they may be liable. Upon encountering any such Hazardous Conditions, Design-Builder will stop Work immediately in the affected area

and duly notify Owner and, if required by Legal Requirements, all government or quasi-government entities with jurisdiction over the Specific Project or Site.

**4.1.2** Upon receiving notice of the presence of suspected Hazardous Conditions, Owner shall take the necessary measures required to ensure that the Hazardous Conditions are remediated or rendered harmless. Such necessary measures shall include Owner retaining qualified independent experts to (i) ascertain whether Hazardous Conditions have actually been encountered, and, if they have been encountered, (ii) prescribe the remedial measures that Owner must take either to remove the Hazardous Conditions or render the Hazardous Conditions harmless.

**4.1.3** Design-Builder shall be obligated to resume Work at the affected area of the Specific Project only after Owner's expert provides it with written certification that (i) the Hazardous Conditions have been removed or rendered harmless and (ii) all necessary approvals have been obtained from all government and quasi-government entities having jurisdiction over the Specific Project or Site.

**4.1.4** Design-Builder may be entitled, in accordance with these General Conditions of Contract, to an adjustment in its Contract Price and/or Contract Time(s) to the extent Design-Builder's cost and/or time of performance have been materially adversely impacted by the presence of Hazardous Conditions.

**4.1.5** Notwithstanding the preceding provisions of this Section 4.1, Owner is not responsible for Hazardous Conditions introduced to the Site by Design-Builder, Subcontractors or anyone for whose acts they may be liable. Design-Builder and its Subcontractors shall comply with all Legal Requirements for the handling of such Hazardous Conditions and shall bear full responsibility for such Hazardous Conditions, including, but not limited to, payment and liability for the transportation, use and disposal of any hazardous materials under Design-Builder's control during the performance of the Work. Disposal of hazardous materials should only be at Owner approved facilities. Design-Builder shall provide Owner with appropriate documentation showing proper disposal of its hazardous materials.

**4.1.6** In addition to the indemnity requirements in Article 7 below, Design-Builder shall indemnify, defend and hold harmless Owner and Owner's officers, directors, employees and agents from and against all claims, losses, damages, liabilities and expenses, including attorneys' fees and expenses, arising out of or resulting from those Hazardous Conditions introduced to the Site by Design-Builder, Subcontractors or anyone for whose acts they may be liable or for violating any Legal Requirements for the handling of such Hazardous Conditions.

**4.2 Differing Site Conditions**

**4.2.1** Concealed or latent physical conditions or subsurface conditions at the Site that (i) materially differ from the conditions indicated in the Contract Documents or (ii) are of an unusual nature, differing materially from the conditions ordinarily encountered and generally recognized as inherent in the Work are collectively referred to herein as "Differing Site Conditions." If Design-Builder encounters a Differing Site Condition, Design-Builder may be entitled to an adjustment in the Contract Price and/or Contract Time(s) to the extent Design-Builder's cost and/or time of performance are adversely impacted by the Differing Site Condition.

**4.2.2** Upon encountering a Differing Site Condition, Design-Builder shall provide prompt written notice to Owner of such condition, which notice shall not be later than three (3) days after such condition has been encountered. Design-Builder shall, to the extent reasonably possible, provide such notice before the Differing Site Condition has been substantially disturbed or altered.

## Article 5

## Insurance and Bonds

**5.1 Design-Builder's Insurance Requirements**

**5.1.1** Design-Builder's Insurance Requirements shall be as set forth in the RFQ.

**5.2 Bonds and Other Performance Security**

**5.2.1** Design-Builder's requirements as to performance and labor and material payment bonds shall be as set forth in the RFQ.

## Article 6

## Payment

**6.1 Schedule of Values**

**6.1.1** Within ten (10) days after receipt of Notice to Proceed for a Specific Project, Design-Builder shall submit for Owner's review and approval a schedule of values for all of the Work (the "Schedule of Values"). The Schedule of Values will (i) subdivide the Work into its respective parts, (ii) include values for all items comprising the Work and (iii) serve as the basis for monthly progress payments made to Design-Builder throughout the Work, provided said progress is consistent with the Schedule of Values.

**6.2 Monthly Progress Payments**

**6.2.1** On or before the date established in the Contract, Design-Builder shall submit for Owner's review and approval its Application for Payment requesting payment for all Work performed as of the date of the Application for Payment. The Application for Payment shall be accompanied by all supporting documentation required by the Contract Documents.

**6.2.2** The Application for Payment may request payment for equipment and materials not yet incorporated into the Specific Project, provided that (i) Owner is satisfied that the equipment and materials are suitably stored at either the Site or another acceptable location, (ii) the equipment and materials are protected by suitable insurance and (iii) upon payment, Owner will receive the equipment and materials free and clear of all liens and encumbrances.

**6.2.3** The Application for Payment shall constitute Design-Builder's representation that the Work has been performed consistent with the Contract Documents, has progressed to the point indicated in the Application for Payment, and that title to all Work will pass to Owner free and clear of all claims, liens, encumbrances, and security interests upon the incorporation of the Work into the Specific Project, or upon Design-Builder's receipt of payment, whichever occurs earlier.

**6.3 Withholding of Payments**

**6.3.1** On or before the date established in the Contract, Owner shall pay Design-Builder all amounts properly due. If Owner determines that Design-Builder is not entitled to all or part of an Application for Payment, it will notify Design-Builder in writing at least five (5) days prior to the date payment is due. The notice shall indicate the specific amounts Owner intends to withhold, the reasons and contractual basis for the withholding, and the specific measures Design-Builder must take to rectify Owner's concerns. Design-Builder and Owner will attempt to resolve Owner's concerns prior to the date payment is due. If the parties cannot resolve such concerns, Design-Builder may pursue its rights under the Contract Documents, including those under Article 10 hereof.

**6.3.2** Notwithstanding anything to the contrary in the Contract Documents, Owner shall pay Design-Builder all undisputed amounts in an Application for Payment within the times required by the Contract.

**6.4 Right to Stop Work**

**6.4.1** If Owner fails to pay Design-Builder any undisputed amount that becomes due, Design-Builder, in addition to all other remedies provided in the Contract Documents, may stop Work pursuant to Section 11.3 hereof.

**6.5 Design-Builder's Payment Obligations**

**6.5.1** Design-Builder will pay Design Consultants and Subcontractors, in accordance with its contractual obligations to such parties, all the amounts Design-Builder has received from Owner on account of their work. Design-Builder will impose similar requirements on Design Consultants and Subcontractors to pay those parties with whom they have contracted. Design-Builder will indemnify and defend Owner against any claims for payment and mechanic's liens as set forth in Article 7 hereof.

**6.6 Substantial Completion**

**6.6.1** Design-Builder shall notify Owner when it believes the Work, or to the extent permitted in the Contract Documents, a portion of the Work, is substantially complete. Within ten (10) days of Owner's receipt of Design-Builder's notice, Owner and Design-Builder will jointly inspect such Work to verify that it is substantially complete in accordance with the requirements of the Contract Documents. If such Work is substantially complete, Owner shall prepare and issue a Certificate of Substantial Completion that will set forth (i) the date of Substantial Completion of the Work or portion thereof, (ii) the remaining items of Work that have to be completed before final payment, (iii) provisions (to the extent not already provided in the Contract Documents) establishing Owner's and Design-Builder's responsibility for the Specific Project's security, maintenance, utilities and insurance pending final payment and (iv) an acknowledgment that warranties commence to run on the date of Substantial Completion, except as may otherwise be noted in the Certificate of Substantial Completion.

**6.6.2** Upon Substantial Completion of the entire Work or, if applicable, any portion of the Work, Owner shall release to Design-Builder all retained amounts relating, as applicable, to the entire Work or completed portion of the Work, less an amount equal to one and one-half (1 ½) times the reasonable value of all remaining or incomplete items of Work as noted in the Certificate of Substantial Completion, upon consent of Surety.

**6.6.3** Owner, at its option, may use a portion of the Work which has been determined to be substantially complete, provided, however, that (i) a Certificate of Substantial Completion has been issued for the portion of Work addressing the items set forth in Section 6.6.1 above, (ii) Design-Builder and Owner have obtained the consent of their sureties and insurers, and to the extent applicable, the appropriate government authorities having jurisdiction over the Specific Project, and (iii) Owner and Design-Builder agree that Owner's use or occupancy will not interfere with Design-Builder's completion of the remaining Work.

**6.7 Final Payment**

**6.7.1** After receipt of a Final Application for Payment from Design-Builder, Owner shall make final payment by the time required in the Contract, provided that Design-Builder has completed all of the Work in conformance with the Contract Documents.

**6.7.2** At the time of submission of its Final Application for Payment, Design-Builder shall provide the following information:

**6.7.2.1** an affidavit that there are no claims, obligations or liens outstanding or unsatisfied for labor, services, material, equipment, taxes or other items performed, furnished or incurred for or in connection with the Work which will in any way affect Owner's interests;

**6.7.2.2** a general release executed by Design-Builder waiving, upon receipt of final payment by Design-Builder, all claims, except those claims previously made in writing to Owner and remaining unsettled at the time of final payment;

**6.7.2.3** consent of Design-Builder's surety to final payment;

**6.7.2.4** all operating manuals, warranties and other deliverables required by the Contract Documents; and

**6.7.2.5** certificates of insurance confirming that required coverages will remain in effect consistent with the requirements of the Contract Documents.

## Article 7

### Indemnification

**7.1 Design Builder's General Indemnification of Owner - Design Services.**

**7.1.1.** Design-Builder's indemnification obligations to Owner for design services shall be as set forth in the RFQ.

**7.2 Design-Builder's General Indemnification of Owner - Construction Services.**

**7.2.1** Design-Builder's indemnification obligations to Owner for construction services shall be as set forth in the RFQ.

## Article 8

### Time

**8.1 Obligation to Achieve the Contract Times**

**8.1.1** Design-Builder agrees that it will commence performance of the Work and achieve the Contract Time(s) in accordance with Section 7 of the Contract.

**8.2 Delays to the Work**

**8.2.1** If Design-Builder is delayed in the performance of the Work due to acts, omissions, conditions, events, or circumstances beyond its control and due to no fault of its own or those for whom Design-Builder is responsible, the Contract Time(s) for performance shall be reasonably extended by Change Order. By way of example, events that will entitle Design-Builder to an extension of the Contract Time(s) include acts or omissions of Owner or anyone under Owner's control (including separate contractors), changes in the Work, Differing Site Conditions, Hazardous Conditions, wars, floods, labor disputes, unusual delay in transportation, epidemics abroad, earthquakes, adverse weather conditions not reasonably anticipated, and other acts of God.

**8.2.2** In addition to Design-Builder's right to a time extension for those events set forth in Section 8.2.1 above, Design-Builder also may be entitled, in Owner's reasonable discretion, to an appropriate adjustment of the Contract Price as set forth in Section 10.1 below; provided, however, that the Contract Price shall not be adjusted for those events set forth in Section 8.2.1 above that are beyond the control of both Design-Builder and Owner, including the events of war, floods, labor disputes, earthquakes, epidemics, adverse weather conditions not reasonably anticipated, and other acts of God.

## Article 9

### Changes in the Project

**9.1 Change Orders.** The Owner, without invalidating the Contract, may order Changes in the Specific Project within the general scope of the Contract consisting of additions, deletions or other revisions, the GMP, and the Construction Completion Date, being adjusted accordingly. All changes in the Specific Project not covered by an authorized contingency shall be authorized by Change Order to the Project Specific Contract Amendment.

**9.1.1** Change Order Definition - A Change Order is a written order on an approved change order form under the authorization of the City of Jacksonville to the Design-Builder signed by the Owner issued after the issuance of Notice to Proceed authorizing a Change in the Specific Project, the Design-Builder's fee, or the Construction Completion date. Each adjustment in the GMP resulting from a change order shall clearly separate the amount attributable to the Cost of the Specific Project. Execution of a Change Order by the Design-Builder serves as a waiver and an accord and satisfaction of all issues related to the work identified in the Change Order.

**9.1.2** Acceptable Ways Of Determining Increases Or Decreases In The GMP On Change Orders - The increase or decrease in the Guaranteed Maximum Price resulting from a change in the Specific Project shall be determined in one or more of the following ways:

**9.1.2.1** by mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation by the Owner;

**9.1.2.2** by unit prices stated in the Contract or subsequently agreed upon, if less;

**9.1.2.3** by Cost of Work as defined in Section 9.D of the Contract and a mutually acceptable fixed or percentage fee if less than the negotiated fee; or

**9.1.2.4** by the method provided in Subparagraph 9.1.3.

**9.1.3** Itemized Accounting On Change Orders - If none of the methods set forth in Clause 9.1.2 is agreed upon, the Design-Builder, provided he receives a written order signed by the Owner, shall promptly proceed with the Work involved. The cost of such Work shall then be determined on the basis of the reasonable expenditures and savings of those performing the Work attributed to the change. However, in the event a Change Order is issued under these conditions, the Owner will establish an estimated cost of the work and the Design-Builder shall not perform any work whose cost exceeds that estimate without prior written approval by the Owner. In such case, and also under Article 9.1.2 above, the Design-Builder shall keep and present, in such form as the Owner may prescribe, an itemized accounting together with appropriate supporting data organized and maintained consistent with reasonable generally accepted accounting principals and practices of the increase in the Cost of Work of the Specific Project as outlined in Section 9.D of the Contract. The amount of decrease in the Guaranteed Maximum Price to be allowed by the Design-Builder to the Owner for any deletion or change which results in a net decrease in cost will be the amount of the actual net decrease.

**9.1.4** Adjustments In Unit Prices & GMP Due To Inequitable Quantity Changes - If unit prices are stated in the contract amendment or subsequently agreed upon, and if the quantities originally contemplated are so changed in a proposed Change Order that application of the agreed unit prices to the quantities of Work proposed will cause substantial inequity to the Owner or the Design-Builder, the applicable unit prices and Guaranteed Maximum Price may be equitably adjusted.

**9.1.5** Concealed Conditions - Should concealed conditions encountered in the performance of the Work below the surface of the ground or should concealed or unknown conditions in an existing structure be at variance with the conditions indicated by the Drawings, Specifications, or Owner furnished information or should unknown physical conditions below the surface of the ground or should concealed or unknown conditions in an existing structure of an unusual nature, differing materially from those ordinarily encountered

in work of the character provided for in the Contract, be encountered, the Guaranteed Maximum Price and the Construction Completion date shall be equitably adjusted by Change Order upon a request for Change Order in accordance with Article 9.1.

**9.2 Claims For Additional Cost Or Time**

All claims for additional cost or time shall be made by request for a change order submitted as provided in this Article 9. If there is any time delay or disruption during the Specific Project, the Substantial Completion date shall be extended by Change Order. Design-Builder must provide a time impact analysis justifying any request for equitable time extension.

Only delays or disruptions which are determined to extend the critical path for the schedule or constructing the Specific Project will result in a time extension. Neither the Owner nor the Design-Builder shall be considered to own the schedule float time.

No Owner's representative has the authority to allow or require constructive acceleration; actual acceleration shall only be compensable upon specific written approval by the Owner after receipt of an acceptable time impact analysis and evaluation of a recovery schedule that would reasonably justify such action

**9.3 Minor Changes In The Project**

The Owner's Representative will have authority to order minor changes in the Specific Project not involving an adjustment in the Guaranteed Maximum Price or an extension of the Construction Completion Date and not inconsistent with the intent of the Drawings and Specifications. Such changes shall be effected by written order. Changes shall be approved by the Owner's Representative.

**9.4 Emergencies**

In any emergency affecting the safety of persons or property, the Design-Builder shall act at his discretion, to prevent threatened damage, injury or loss. Any increase in the Guaranteed Maximum Price or extension of time claimed by the Design-Builder on account of emergency work shall be determined as provided in this Article 9.

## Article 10

## Contract Adjustments and Disputes

**10.1 Requests for Contract Adjustments and Relief**

**10.1.1** Settlement of Claims. In any case where Design-Builder deems that extra compensation is due it for services or materials not clearly covered in the Contract, or not ordered in writing by the Owner as an additional service, Design-Builder shall notify the Owner in writing within seven (7) days of the time the request is made, and before it begins the work on which it bases the claim. Design-Builder shall not commence such work without prior written authorization from the Owner. If such authorization is not previously given, or the claim is not separately and strictly accounted for, Design-Builder hereby agrees to waive the claim for such extra compensation. However, such notice or accounting shall not in any way be construed as proving the validity of the claim. Any dispute not otherwise settled shall be resolved by City of Jacksonville Executive Order 98-212. Design-Builder agrees that the Owner shall not be liable for any claim that Design-Builder fails to submit as timely notice a Request for Change Order as provided herein.

**10.1.2** Exclusive Remedy of Claim. For work Design-Builder performs with its own forces, and in addition to the adjustments provided for in Articles 8 and 9, Design-Builder's exclusive remedy for delays or disruption in performance of the construction caused by events beyond its control, including delays claimed to be caused by or attributable to the Owner, including claims based on breach of contract or negligence, shall be a claim submitted in compliance with Section 10.1.1 above, for an extension of the scheduled construction time. In the event of a change in such work, Design-Builder's claim for adjustments in the contract sum are

limited exclusively to its actual costs for such changes plus the negotiated fee percentage for the Specific Project for overhead and profit. Design-Builder expressly agrees that the foregoing constitutes its sole and exclusive remedies for delays or disruptions and changes in such work, and eliminate any other remedies for claim for increase in the contract price relating to accidents, disruption or delays, changes in the work, damages, losses or additional compensation.

**10.2 Duty to Continue Performance**

**10.2.1** Unless provided to the contrary in the Contract Documents, Design-Builder shall continue to perform the Work and Owner shall continue to satisfy its payment obligations to Design-Builder, pending the final resolution of any dispute or disagreement between Design-Builder and Owner.

## Article 11

## Stop Work and Termination for Cause

**11.1 Owner's Right to Stop Work**

**11.1.1** Owner may, without cause and for its convenience, order Design-Builder in writing to stop and suspend the Work on any Specific Project. Such suspension shall not exceed ninety (90) consecutive days or aggregate more than one-hundred twenty (120) days during the duration of the Specific Project.

**11.1.2** Design-Builder is entitled to seek an adjustment of the Contract Price and/or Contract Time(s) if its cost or time to perform the Work has been adversely impacted by any suspension of stoppage of Work by Owner.

**11.2 Owner's Right to Perform and Terminate for Cause**

**11.2.1** If Design-Builder persistently fails to (i) provide a sufficient number of skilled workers, (ii) supply the materials required by the Contract Documents, (iii) comply with applicable Legal Requirements, (iv) timely pay, without cause, Design Consultants or Subcontractors, (v) prosecute the Work with promptness and diligence to ensure that the Work is completed by the Contract Time(s), as such times may be adjusted, or (vi) perform material obligations under the Contract Documents (each of the foregoing an "Event of Default" or "Default"), then Owner, in addition to any other rights and remedies provided in the Contract Documents or by law, shall have the rights set forth in Sections 11.2.2 and 11.2.3 below.

**11.2.2** Upon the occurrence of an Event of Default, Owner may provide written notice to Design-Builder that it intends to terminate the Contract unless the problem cited is cured, or commenced to be cured, within seven (7) days of Design-Builder's receipt of such notice. If Design-Builder fails to cure, or reasonably commence to cure, such problem, then Owner may give a second written notice to Design-Builder of its intent to terminate within an additional seven (7) day period. If Design-Builder, within such second seven (7) day period, fails to cure, or reasonably commence to cure, such problem, then Owner may declare the Contract terminated for default by providing written notice to Design-Builder of such declaration.

**11.2.3** Upon declaring the Contract terminated pursuant to Section 11.2.2 above, Owner may enter upon the premises and take possession, for the purpose of completing the Work, of all materials, equipment, scaffolds, tools, appliances and other items thereon, which have been purchased or provided for the performance of the Work, all of which Design-Builder hereby transfers, assigns and sets over to Owner for such purpose, and to employ any person or persons to complete the Work and provide all of the required labor services, materials, equipment and other items. In the event of such termination, Design-Builder shall not be entitled to receive any further payments under the Contract Documents until the Work shall be finally completed in accordance with the Contract Documents. At such time, if the unpaid balance of the Contract Price exceeds the cost and expense incurred by Owner in completing the Work, such excess shall be paid by Owner to Design-Builder. Notwithstanding the preceding sentence, Design-Builder will only be entitled to be paid for Work performed prior to its Default. If Owner's cost and expense of completing the Work exceeds the

unpaid balance of the Contract Price, then Design-Builder shall be obligated to pay the difference to Owner. Such costs and expense shall include not only the cost of completing the Work, but also losses, damages, costs and expense, including attorneys' fees and expenses, incurred by Owner in connection with the reprocurement and defense of claims arising from Design-Builder's Default.

**11.2.4** If Owner improperly terminates the Contract for cause, the termination for cause will be converted to a termination for convenience in accordance with the provisions of Article 8 of the Contract.

**11.3 Design-Builder's Right to Stop Work**

**11.3.1** Design-Builder may, in addition to any other rights afforded under the Contract Documents or at law, stop Work for the following reason:

**11.3.1.1** Owner's failure to pay undisputed amounts properly due under Design-Builder's application for Payment within thirty (30) days after the due date.

**11.3.2** Should the event set forth in Section 11.3.1 above occur, Design-Builder has the right to provide Owner with written notice that Design-Builder will stop Work unless said event is cured within seven (7) days from Owner's receipt of Design-Builder's notice. If owner does not cure the problem within such seven (7) day period, Design-Builder may stop Work. In such case, Design-Builder shall be entitled to make a claim for adjustment to the Contract Price and Contract Time(s) to the extent it has been adversely impacted by such stoppage.

**11.4 Design-Builder's Right to Terminate for Cause**

**11.4.1** Design-Builder, in addition to any other rights and remedies provided in the Contract Documents or by law, may terminate the Contract for cause for the following reasons:

**11.4.1.1** The Work has been stopped for ninety (90) consecutive days, or more than one-hundred twenty (120) days during the duration of the Specific Project, because of court order, any government authority having jurisdiction over the Work, or orders by Owner under Section 11.1.1 hereof, provided that such stoppages are not due to the acts or omissions of Design-Builder or anyone for whose acts Design-Builder may be responsible or the events that are beyond the control of both Design-Builder and Owner, including the events of war, floods, labor disputes, earthquakes, epidemics, adverse weather conditions not reasonably anticipated, and other acts of God..

**11.4.1.2** Owner's failure to provide Design-Builder with any information, permits or approvals that are Owner's responsibility under the Contract Documents which result in the Work being stopped for ninety (90) consecutive days, or more than one-hundred twenty (120) days during the duration of the Specific Project, even though Owner has not ordered Design-Builder in writing to stop and suspend the Work pursuant to Section 11.1.1 hereof.

**11.4.1.3** Owner's failure to cure the problem set forth in Section 11.3.1 above after Design-Builder has stopped the Work.

**11.4.2** Upon the occurrence of an event set forth in Section 11.4.1 above, Design-Builder may provide written notice to Owner that it intends to terminate the Contract unless the problem cited is cured, or commenced to be cured, within seven (7) days of Owner's receipt of such notice. If Owner fails to cure, or reasonably commence to cure, such problem, then Design-Builder may give a second written notice to Owner of its intent to terminate within an additional seven (7) day period. If Owner, within such second seven (7) day period, fails to cure, or reasonably commence to cure, such problem, then Design-Builder may declare the Contract terminated for default by providing written notice to Owner of such declaration. In such case, Design-Builder shall be entitled to recover in the same manner as if Owner had terminated the Contract for its convenience under Article 8 of the Contract.

**11.5 Bankruptcy of Design-Builder**

**11.5.1** If Design-Builder institutes or has instituted against it a case under the United States Bankruptcy Code (such party being referred to as the "Bankrupt Party"), such event may impair or frustrate the Bankrupt Party's ability to perform its obligations under the Contract Documents. Accordingly, should such event occur:

**11.5.1.1** The Bankrupt Party, its trustee or other successor, shall furnish, upon request of the non-Bankrupt Party, adequate assurance of the ability of the Bankrupt Party to perform all future material obligations under the Contract Documents, which assurances shall be provided within ten (10) days after receiving notice of the request; and

**11.5.1.2** The Bankrupt Party shall file an appropriate action within the bankruptcy court to seek assumption or rejection of the Contract within sixty (60) days of the institution of the bankruptcy filing and shall diligently prosecute such action.

If the Bankrupt Party fails to comply with its foregoing obligations, the non-Bankrupt Party shall be entitled to request the bankruptcy court to reject the Contract, declare the Contract terminated and pursue any other recourse available to the non-Bankrupt Party under this Article 11.

**11.5.2** The rights and remedies under Section 11.5.1 above shall not be deemed to limit the ability of the non-Bankrupt Party to seek any other rights and remedies provided by the Contract Documents or by law, including its ability to seek relief from any automatic stays under the United States Bankruptcy Code or the right of Design-Builder to stop Work under any applicable provision of these General Conditions of Contract.

## Article 12

## Miscellaneous

**12.1 Amendments**

The Contract Documents may not be changed, altered, or amended in any way except in writing signed by a duly authorized representative of each party.

**12.2 Accuracy of Work**

Design-Builder shall be responsible for the accuracy of its work, including work by any subcontractors, and shall promptly make necessary revisions or corrections resulting from errors and omissions on the part of Design-Builder or subcontractors without additional compensation. Acceptance of the work by the Owner shall not relieve Design-Builder of the responsibility for subsequent corrections of any such errors and the clarification of any ambiguities. At any time during the construction of a Specific Project provided for by the Contract Documents or during any phase of work performed by others based on data furnished by Design-Builder under the Contract, Design-Builder shall confer with the Owner for the purpose of interpreting the information furnished and/or to correct any errors and/or omissions made by Design-Builder. Design-Builder shall prepare all drawings or data to correct its errors and/or omissions without added compensation, even though final payment may have already been received therefore. Design-Builder shall be and shall remain liable, in accordance with applicable law, for all damages to the Owner caused by Design-Builder's breach of contract or its negligent performance of any of the services furnished under the Contract. Design-Builder shall not be responsible for any time delays in a Specific Project caused by circumstances beyond Design-Builder's control.

**12.3 Public Utilities and Permitting Authorities**

Where privately, publicly or cooperatively owned utility companies will require re-arrangements in connection with the proposed construction, and when certain permits will be required for construction, Design-Builder shall make the necessary contacts and confer with the owners of such utilities regarding the requisite

revisions in their facilities, apprising the Owner of the results of all such contacts. Design-Builder shall make no commitments with utilities or permitting authorities which are binding upon the Owner. Owner shall conduct all negotiations with public utilities and authorities. However, Design-Builder shall participate in such negotiations at the request of the Owner.

**12.4 Independent Contractor**

In the performance of the Contract, Design-Builder shall be acting in the capacity of an independent contractor, and not as an agent, employee, partner, joint venturer or associate of the Owner. Design-Builder shall be solely responsible for the means, methods, techniques, sequences and procedures utilized in the full performance of the Contract.

**12.5 Ethics Provision For Professional Services**

Design-Builder, by affixing its signature to the Contract represents that it has reviewed the provisions of the Jacksonville Ethics Code contained in Chapter 602, Ordinance Code, and the provisions of the Jacksonville Purchasing Code contained in Chapter 126, Ordinance Code.

**12.6 Cooperation With Counsel for the City**

Design-Builder acknowledges that the Owner is represented by the Office of General Counsel. During the term of the Contract, it may be necessary to attend meetings or participate in telephone calls or discussions with counsel for the Owner for issues related to a Specific Project. Design-Builder may also have its counsel at such meetings, and it is agreed by the parties that neither side will claim that a conflict exists or that counsel may not represent its client on the basis of any such meeting, duty or conference.

**12.7 Harmony**

Design-Builder hereby agrees that he will exert every reasonable and diligent effort to assure that all labor employed by Design-Builder and his Subcontractors for work on a Specific Project shall work in harmony with and be compatible with all other labor being used by building and construction contractors now or hereafter on the site of a project. Design-Builder further agrees that this provision will be included in all subcontracts of the Subcontractors as well as Design-Builder's own contract; provided, however, that this provision shall not be interpreted or enforced so as to deny or abridge, on account of membership or non-membership in any labor union or labor organization, the right of any person to work as guaranteed by Article 1, Section 6 of the Florida Constitution.

**12.8 Apprentices**

If Design-Builder employs apprentices on a project, the behavior of the Design-Builder and the Owner shall be governed by the provisions of Chapter 446, Florida Statutes, and by applicable standards and policies governing apprentice programs and agreements established by the Division of Labor of the State of Florida Department of Labor and Employment Security. Design-Builder will include a provision similar to the foregoing sentence in each subcontract.

**12.9 Unauthorized Immigrants**

Owner shall consider the employment by Design-Builder of unauthorized immigrants a violation of section 274A(e) of the Immigration and Nationalization Act. Such violation shall be cause for unilateral cancellation of this contract in accordance with the termination for cause provision above.

**12.10 Prompt Payment to Subcontractors and Suppliers**

**12.10.1 Generally.** When Design-Builder receives payment from Owner for labor, services, or materials furnished by subcontractors and suppliers hired by Design-Builder, Design-Builder shall remit payment due (less proper retainage) to those subcontractors and suppliers within 10 calendar days after Design-Builder's receipt of payment from Owner. Nothing herein shall prohibit Design-Builder from disputing,

pursuant to the terms hereof, all or any portion of a payment alleged to be due to its subcontractors and suppliers. In the event of such a dispute, Design-Builder may withhold the disputed portion of any such payment only after Design-Builder has provided notice to Owner and to the subcontractor or supplier whose payment is in dispute, which notice shall: (i) be in writing; (ii) state the amount in dispute; (iii) specifically describe the actions required to cure the dispute; and (iv) be delivered to Owner and said subcontractor or supplier within 10 calendar days after Design-Builder's receipt of payment from Owner. Design-Builder shall pay all undisputed amounts due within the time limits imposed by this section.

**12.10.2 Jacksonville Small and Emerging Business ("JSEB") Enterprise Participation.** Notwithstanding Chapter 126, Part 6 of the Jacksonville Ordinance Code (the "Code"), Design-Builder shall pay all contracts awarded with certified JSEBs as defined therein their pro-rata share of their earned portion of the progress payments made by Owner under the applicable contract within seven (7) business days after Design-Builder's receipt of payment from Owner (less proper retainage). The pro-rata share shall be based on all work completed, materials, and equipment furnished or services performed by the certified JSEB at the time of payment. As a condition precedent to progress and final payments to Design-Builder, Design-Builder shall provide to Owner, with its requisition for payment, documentation that sufficiently demonstrates that Design-Builder has made proper payments to its certified JSEBs from all prior payments that Design-Builder has received from Owner. Design-Builder shall not unreasonably withhold payments to certified JSEBs if such payments have been made to the Design-Builder. If Design-Builder withholds payment to its certified JSEBs, which payment has been made by Owner to Design-Builder, Design-Builder shall return said payment to Owner. Design-Builder shall provide notice to Owner and to the certified JSEB whose payment is in dispute, which notice shall: (i) be in writing; (ii) state the amount in dispute; (iii) specifically describe the actions required to cure the dispute; and (iv) be delivered to Owner and said subcontractor or supplier within five (5) calendar days after Design-Builder's receipt of payment from Owner. Design-Builder shall pay all undisputed amounts due within the time limits imposed by this section. The failure to pay undisputed amounts to the JSEB within 7 business days shall be a breach of contract, compensable by 1% of the outstanding invoice being withheld by the Owner as liquidated damages. Continued failure to adhere to this clause may be cause for termination.

**12.10.3 Third Party Liability.** The prompt payment requirements hereunder shall in no way create any contractual relationship or obligation between the Owner and any subcontractor, supplier, JSEB, or any third-party, nor create any Owner liability for Design-Builder's failure to make timely payments hereunder. However, Design-Builder's failure to comply with the Prompt Payment requirements shall constitute a material breach of its contractual obligations to Owner. As a result of said breach, the Owner, without waiving any other available remedy it may have against Design-Builder, may: (i) issue joint checks; and (ii) charge Design-Builder a 0.2% daily interest penalty or penalties specified in Chapter 126 of the Code for JSEBs and Chapter 218, Florida Statutes, for non-JSEBs, whichever is greater.

**12.11 Audit Provisions**

Chapter 126.109 of the Purchasing Code: A person providing capital improvements, contractual services, supplies or professional services with a value in excess of eight thousand dollars, computed on a cumulative basis for all the transactions during a fiscal year of the Owner, and purchased by the Owner pursuant to a method of purchase other than by formal competitive bid, unless otherwise provided herein, shall agree and be deemed to have agreed by virtue of doing business under contract with the Owner to allow access and examination at all reasonable times by the Council Auditor or any duly authorized representative of the Council Auditor to business records directly pertinent to the transaction until the expiration of three years after final payment pursuant to the transaction. No examination shall be conducted until the Council Auditor has made a recommendation to the Council President that the examination should or, in the alternative, should not be conducted and until the Council President has approved the conducting of the examination.

EXHIBIT A

**Form 6 – Price Sheet**

NAME OF CONSULTANT ACON Construction Co., Inc.

Proposal Number CDB-0112-21, Design-Build Services for Small Active and Passive Parks

**SCHEDULE OF PROPOSED PRICES/RATES**

1. Flat Fee (payable upon completion of project or upon completion of listed deliverables):

To be provided on a project-by-project basis with the Project Specific Amendment

2. If charges are based on hours worked, the hourly direct labor rates (without Fringe Benefits) are:

| | |
|---|---|
| Principal (Partner or Senior Officer): | $ 130.00 hr. |
| Project Manager (Responsible Professional): | $ 110.00 hr. |
| ~~Registered Professional Engineer~~ Estimator | $ 80.00 hr. |
| ~~Senior Inspector~~ QC Manager | $ 80.00 hr. |
| ~~Inspector~~ Superintendent | $ 75.00 hr. |
| ~~Engineering Technician~~ Admin Assistant | $ 75.00 hr. |
| Clerical | $ 50.00 hr. |

3. Other Direct Project Costs per Unit (please specify)

To be negotiated

4. Estimated percentage of total fee to be performed by sub-contractors 35-50 %

5. Please provide any other relevant rates that may apply to this project including average direct hourly labor rates for other categories of proposed personnel

EXHIBIT A

**Form 6 – Price Sheet**

NAME OF CONSULTANT VRL Architects, Inc.

Proposal Number CDB-0112-21, Design-Build Services for Small Active and Passive Parks

**SCHEDULE OF PROPOSED PRICES/RATES**

1. Flat Fee (payable upon completion of project or upon completion of listed deliverables):

To be provided on a project-by-project basis with the Project Specific Amendment

2. If charges are based on hours worked, the hourly direct labor rates (without Fringe Benefits) are:

| | |
|---|---|
| Principal (Partner or Senior Officer): | $ 145.00 hr. |
| Project Manager (Responsible Professional): | $ 123.00 hr. |
| Registered Professional Engineer | $ 108.00 hr. |
| ~~Senior Inspector~~ Drafter | $ 45.00 hr. |
| Inspector | $ 123.00 hr. |
| Design ~~Engineering~~ Technician | $ 80.00 hr. |
| Clerical | $ 50.00 hr. |

3. Other Direct Project Costs per Unit (please specify)

As negotiated

4. Estimated percentage of total fee to be performed by sub-contractors _____%

5. Please provide any other relevant rates that may apply to this project including average direct hourly labor rates for other categories of proposed personnel

EXHIBIT A

**Form 6 – Price Sheet**

NAME OF CONSULTANT Hanson Professional Services Inc.

Proposal Number CDB-0112-21 COJ Design-Build Parks

**SCHEDULE OF PROPOSED PRICES/RATES**

1. Flat Fee (payable upon completion of project or upon completion of listed deliverables):

To be provided on a project by project basis with the Project Specific Amendment.

2. If charges are based on hours worked, the hourly direct labor rates (without Fringe Benefits) are:

| | |
|---|---|
| Principal (Partner or Senior Officer) | $264.09 hr. |
| Project Manager (Responsible Professional) | $217.74 hr. |
| Registered Professional Engineer | $188.17 hr. |
| Engineer | $158.36 hr. |
| Inspector | $105.66 hr. |
| Engineering Technician | $105.66 hr. |
| Clerical | $72.50 hr. |

3. Other Direct Project Costs per Unit (please specify)

_____

_____

_____

_____

4. Estimated percentage of total fee to be performed by sub-contractors_____%

5. Please provide any other relevant rates that may apply to this project including average direct hourly labor rates for other categories of proposed personnel

_____

EXHIBIT A

**Form 6 – Price Sheet**

NAME OF CONSULTANT Halff Associates, Inc.

Proposal Number CDB-0112-21

**SCHEDULE OF PROPOSED PRICES/RATES**

1. Flat Fee (payable upon completion of project or upon completion of listed deliverables):
DO NOT SUBMIT WITH YOUR PROPOSAL

2. If charges are based on hours worked, the hourly direct labor rates (without Fringe Benefits) are:

| | |
|---|---|
| Principal (Partner or Senior Officer): | $ 225.00 hr. |
| Project Manager (Responsible Professional): | $ 155.00 hr. |
| Registered Professional ~~Engineer~~ Landscape Architect | $ 135.00 hr. |
| Senior Inspector | $ _____ hr. |
| Inspector | $ _____ hr. |
| ~~Engineering Technician~~ Graduate Landscape Architect | $ 105.00 hr. |
| Clerical | $ 55.00 hr. |

3. Other Direct Project Costs per Unit (please specify)

4. Estimated percentage of total fee to be performed by sub-contractors _____%

5. Please provide any other relevant rates that may apply to this project including average direct hourly labor rates for other categories of proposed personnel

EXHIBIT A

**Form 6 – Price Sheet**

NAME OF CONSULTANT Clary & Associates, Inc.

Proposal Number CDB-0008-16, Design Build Services for Active and Passive (Park) Projects

**SCHEDULE OF PROPOSED PRICES/RATES**

1. Flat Fee (payable upon completion of project or upon completion of listed deliverables):

To be provided on a project by project basis with the Project Specific Amendment

2. If charges are based on hours worked, the hourly direct labor rates (without Fringe Benefits) are:

| | |
|---|---|
| Principal (Partner or Senior Officer): | $190.00 hr. |
| Project Manager (Responsible Professional): | $165.00 hr. |
| Registered Professional Engineer | $_____ hr. |
| Senior Inspector | $_____ hr. |
| Inspector | $_____ hr. |
| Engineering Technician | $_____ hr. |
| Clerical | $ 55.00 hr. |

3. Other Direct Project Costs per Unit (please specify)

3 Man Field Crew $155.00/hour

Cadd Technician $95.00/hour

4. Estimated percentage of total fee to be performed by sub-contractors _____%

5. Please provide any other relevant rates that may apply to this project including average direct hourly labor rates for other categories of proposed personnel

EXHIBIT A

**Form 6 – Price Sheet**

NAME OF CONSULTANT CSI Geo, Inc.

Proposal Number CDB-0112-21 COJ Design-Build Parks

**SCHEDULE OF PROPOSED PRICES/RATES**

1. Flat Fee (payable upon completion of project or upon completion of listed deliverables):

To be provided on a project by project basis with the Project Specific Amendment

2. If charges are based on hours worked, the hourly direct labor rates (without Fringe Benefits) are:

| | |
|---|---|
| Principal (Partner or Senior Officer): | $ 230.00 hr. |
| Project Manager (Responsible Professional): | $ 230.00 hr. |
| Registered Professional Engineer | $ 185.00 hr. |
| Senior Inspector | $ N/A hr. |
| Inspector | $ N/A hr. |
| Engineering Technician | $ 93.00 hr. |
| Clerical | $ 56.00 hr. |

3. Other Direct Project Costs per Unit (please specify)

| | |
|---|---|
| Engineer | $ 159.00 |
| Staff Engineer | $ 120.00 |
| CADD Technician | $ 112.00 |
| | |

4. Estimated percentage of total fee to be performed by sub-contractors _____%

5. Please provide any other relevant rates that may apply to this project including average direct hourly labor rates for other categories of proposed personnel

Please See Attached

EXHIBIT A

**Form 6 – Price Sheet**

NAME OF CONSULTANT SES Energy Services LLC

Proposal Number COJ Design Build Parks

**SCHEDULE OF PROPOSED PRICES/RATES**

1. Flat Fee (payable upon completion of project or upon completion of listed deliverables):

To be provided on project by project basis with the Project Specific Amendment

2. If charges are based on hours worked, the hourly direct labor rates (without Fringe Benefits) are:

| | |
|---|---|
| Principal (Partner or Senior Officer): | $257.47 hr. |
| Project Manager (Responsible Professional): | $257.47 hr. |
| Sr. Environmental Scientist I | $191.26 hr. |
| Environmental Scientist I | $145.54 hr. |
| Environmental Scientist II | $139.65 hr. |
| Environmental Specialist | $122.85 hr. |
| Environmental Technician | $84.98 hr. |
| GIS / CADD | $98.66 hr. |

3. Other Direct Project Costs per Unit (please specify)

4. Estimated percentage of total fee to be performed by sub-contractors_____%

5. Please provide any other relevant rates that may apply to this project including average direct hourly labor rates for other categories of proposed personnel

## JSEB FORM 1
## CITY OF JACKSONVILLE SMALL & EMERGING BUSINESS PROGRAM

**SCHEDULE OF JSEB SUPPLIER/ CONSULTANT/ SUBCONTRACTOR**

NAME OF BIDDER: ACON Construction Co., Inc.

PROJECT TITLE: Design Build Services for Small Active and Passive Parks Design-Build Projects

BID NUMBER: CDB-0112-21 TOTAL BASE BID AMOUNT: TBD

| NAME OF SUB FIRM | Federal I.D. NO. | JSEB (Y/ N) | TYPE OF WORK TO BE PERFORMED | *TOTAL CONTRACT VALUE |
|---|---|---|---|---|
| A Plus Construction | 20-2825963 | Y | See LOI | TBD |
| SJD Consultants | 47-3442835 | Y | See LOI | TBD |
| Holman | 06-1684870 | Y | See LOI | TBD |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |

The undersigned acknowledges and agrees that, if any of the above-listed JSEBs are not, for any reason, properly certified with the City, in accordance with Ordinance 2004-602, at the time of bid opening, the same will not be counted toward meeting the participation percentage goal as defined herein.

The undersigned will enter into a formal Agreement with the JSEB Suppliers/Consultants/Subcontractors identified herein for work listed in this schedule, as well as any applicable alternates, conditioned upon execution of a contract with the City of Jacksonville. Under penalties of perjury I declare that I have read the foregoing conditions and instructions and the facts are true to the best of my knowledge and beliefs.

Signature: _____ Title: President Date: 6-23-2021
Signature of Prime Contractor

Print Name: David Sypniewski

* For solicitations that are not project specific, such as: misc. services, design build, etc.; "TBD" will initially be accepted with the bid submittal on Form 1 and the Letters of Intent. For solicitations that are project specific you will be required to provide a dollar amount or percentage on Form 1 and on all Letters of Intent. "TBD" will not be accepted.

**Attach additional list of subcontractors/sub-consultants as needed**

**Exhibit "B"**

Project Specific Contract Amendment Form

**[INSERT NUMBER] AMENDMENT TO DESIGN-BUILD CONTRACT**

**THIS _____ AMENDMENT TO DESIGN-BUILD CONTRACT** ("*Amendment*") is entered into and effective the day of _____, 20___, between the **CITY OF JACKSONVILLE**, a consolidated municipal corporation and political subdivision existing under the laws of the State of Florida (the "Owner"), and _____ ( "Design-Builder").

**BACKGROUND FACTS**

**A.** Owner and Design-Builder entered into that certain Design-Build Contract dated _ _____ for Design-Builder to perform the Services as more particularly described in CDB-0006-16 Request For Qualifications issued by Owner (the "***Contract***"); and

**B.** Owner and Design-Builder desire to amend the Contract to incorporate the Specific Project terms negotiated by the parties as set forth herein.

**NOW, THEREFORE**, in mutual consideration of the provisions contained herein, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree to amend the Contract as follows:

1. **Background Facts**. The Background Facts as set forth above are agreed to be true and correct and incorporated herein by this reference.

2. **Capitalized Terms**. Unless otherwise defined herein, all capitalized terms shall have the meanings given to them in the Contract.

3. **Specific Project Description**. The purposes of this Amendment, the Specific Project Work is described more particularly on **Exhibit A** attached hereto.

4. **Amendment to Section 9.A of the Contract**. Section 9.A of the Agreement is amended to increase the Maximum Indebtedness under the Contract, and as amended, shall read as follows:

> A. Maximum Indebtedness.
> Owner's maximum indebtedness under the Contract is an amount not to exceed _____ ($_____.00) ("Maximum Indebtedness). The Maximum Indebtedness amount shall be increased via a Project Specific Contract Amendment.

5. **Scheduled Substantial Completion Date.** In accordance with Section 7.B of the Contract, the Scheduled Substantial Completion Date for the Specific Project as agreed upon by the

parties is _____ (_____) days following the date of Owner's issuance of the Notice to Proceed for the Specific Project.

6. **Guaranteed Maximum Price**. In accordance with Section 10 of the Contract, the Guaranteed Maximum Price for the Specific Project as agreed upon by the parties is $_____ _____.

7. **Guaranteed Completion Date**. In accordance with Section 7.B of the Contract, the Guaranteed Completion Date for the Specific Project as agreed upon by the parties is ____ (_____) days following the Scheduled Substantial Completion Date for the Specific Project.

8. **Liquidated Damages**. In accordance with Section 7.D of the Contract, the liquidated damages for each day that Substantial Completion extends beyond the LD Date for the Specific Project as agreed upon by the parties is $_____.

9. **Designated Representatives**. In accordance with Section 13 of the Contract, Owner's Representative for the Specific Project shall be (insert name, address, and phone/fax number):

_____
_____
_____
_____

In accordance with Section 13 of the Contract, Design-Builder's Representative for the Specific Project shall be (insert name, address, and phone/fax number):

_____
_____
_____
_____

10. **Authority**. Design-Builder represents and warrants to Owner that Design-Builder has full right and authority to execute and perform its obligations under the Contract as amended by this Amendment, and Design-Builder and the person(s) signing this Amendment on Design-Builder's behalf represent and warrant to Owner that such person(s) are duly authorized to execute this Amendment on Design-Builder's behalf without further consent or approval by anyone. Design-Builder shall deliver to Owner promptly upon request all documents reasonably requested by Owner to evidence such authority.

11. **Effectiveness; Ratification of the Agreement**. The Effective Date shall be the latter date that either Owner or Design-Builder executes this Amendment. The provisions of the Contract shall remain in full force and effect except as expressly provided in this Amendment.

**12. Entire Agreement.** This Amendment is the entire agreement of the parties regarding the modifications to the Contract provided herein, and supersedes all prior agreements and understandings regarding such subject matter, and may be modified only by a writing executed by the party against whom the modification is sought to be enforced, and shall bind and benefit the parties and their respective successor, legal representatives and assigns.

**13. Counterpart Execution.** This Amendment may be executed in a number of identical counterparts, each of which for all purposes is deemed an original, and all of which constitute collectively one (1) agreement, but in making proof of this Amendment, it shall not be necessary to produce or account for more than one such counterpart.

*[The remainder of this page was intentionally left blank by the parties.]*

EXIBIT A – SPECIFIC PROJECT DESCRIPTION/WORK

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

**FOR OWNER:**

**CITY OF JACKSONVILLE**, a consolidated municipal corporation and political subdivision existing under the laws of the State of Florida

Attest:

By:_____
James R. McCain, Jr.
Corporation Secretary

By:_____
Lenny Curry
Mayor

In compliance with the *Ordinance Code* of the Owner of Jacksonville, I do hereby certify that there is an unexpended, unencumbered, and unimpounded balance in the appropriation sufficient to cover the foregoing Contract, and provision has been made for the payment of the monies provided therein to be paid from the following account:

_____
Director of Finance
CITY Contract Number: _____

Form Approval:

By:_____
Office of General Counsel

**FOR DESIGN-BUILDER:**

ACON Construction Co., Inc.

Attest:

By:_____
Corporate Secretary - David Sypniewski

By:_____
Name: David Sypniewski
Its: President

As Witnessed:

By:_____
Catherine Watson

Contract Purchase Agreement POA-71629-22

| | |
|---|---|
| Agreement | POA-71629-22 |
| Agreement Date | 14-FEB-2022 |
| Revision | 0 |
| Agreement Amount | 8,000,000.00 USD |
| Solicitation Number | CDB-0112-21 |

Sold To
**City of Jacksonville**
**117 West Duval Street**
**Suite 375**
**JACKSONVILLE, FL 32202**
**US**

Supplier
**ACON Construction Co., Inc.**
**3653 Regent Boulevard Suite 401**
**JACKSONVILLE, FL 32224**

Notes Pricing in accordance with CDB-0112-21 RFQ for Small Active and Passive Parks Design-Build Projects

| Supplier Number | Payment Terms | Freight Terms | FOB | Shipping Method |
|---|---|---|---|---|
| 20905 | Net 30 | Freight Prepaid | FOB Destination | Best Way |
| Start Date | End Date | | Confirm To | |
| | | | Bryan Matus<br>bmatus@coj.net | |

DRAFT

| | |
|---|---|
| This Order is subject to the General conditions attached here to.<br>Manufacturer's Federal excise tax exempt no 59-89-0120K<br>Florida State sales and use tax exemption no. 85-8012621607C-8 | Approved by Gregory Pease, Chief Procurement Division |

1

**SUBJECT: RFQ FOR SMALL ACTIVE AND PASSIVE PARKS DESIGN-BUILD PROJECTS**
**BID # CDB-0112-21** **OPEN DATE: 2021-06-23**

**COMPETITIVE SEALED PROPOSAL EVALUATION COMMITTEE**

**KIND AND BASIS OF CONTRACT: CONSTRUCTION – DESIGN/BUILD- PRE-QUALIFICATIONS**

**AGENCY: PUBLIC WORKS**

**BASIS OF AWARD: EVALUATION CRITERIA**

**NUMBER OF BIDS INVITED: 7** **NUMBER RECEIVED: 4** **OTHER: 0**

**SUMMARY OF BIDS AND RECOMMENDED ACTIONS:**
The City had previously issued this RFQ and the evaluation committee has evaluated proposals. Subsequently, presentations were conducted and evaluated on November 4, 2021. Based upon the combination of proposal and presentation evaluations, scores and rankings are as follows (Listed in alphabetical order):

1) Acon Construction Co., Inc. – 117.00
2) Astra Construction Services, LLC – 109.50
3) Baker Consulting and Engineering, LLC, d/b/a Baker Design Build – 106.00

Recommend approval of award to Acon Construction Co., Inc., as receiving the highest score in accordance with the evaluation and ranking above. Period of Service will be five (5) years from effective date of contract with funding not-to-exceed $8,000,000.00 annually with carryover for any unused portion. To be executed by formal contract through Office of General Counsel.

**ATTACHMENTS:** Recommendation Memo, Scoring Matrix, Section 2.6, Attachment B- Evaluation Criteria, JSEB Memo, Previous Award

**ANALYST:** BRYAN MATUS

**RESPECTFULLY SUBMITTED:** GREGORY PEASE, CHIEF PROCUREMENT DIVISION

CONCURRENCE BY: Robin G. Smith, P.E., Chief, Engineering and Construction Management

**(ALL AWARD ACTIONS SUBJECT TO LAWFULLY APPROPRIATED FUNDS)**
ACTION OF CSPEC COMMITTEE ON RECOMMENDATIONS ABOVE

MEMBERS APPROVING 5 MEMBERS DISAPPROVING 0 DATE: 2/3/2022

OTHER

ACTION OF AWARDING AUTHORITY DATE 2-4-22

APPROVED ✓ DISAPPROVED:

OTHER:

SIGNATURE OF AUTHENTICATION

Brian Hughes
Chief Administrative Officer
For: Mayor Lenny Curry
Under Authority of:
Executive Order No. 2019-02

| PROJECT NO. | SHEET NO. |
|---|---|
| PR 2206 | 0 of 11 |

THIS BLOCK IS FOR UTILITIES DIVISIONS OF CITY OF ATLANTIC BEACH TO SIGN OFF ON INDICATING ALL ATLANTIC BEACH UTILITIES ARE LOCATED PROPERLY ACCORDING TO BEST AVAILABLE INFORMATION

SIGNATURE OF UTILITY DIRECTOR — DATE

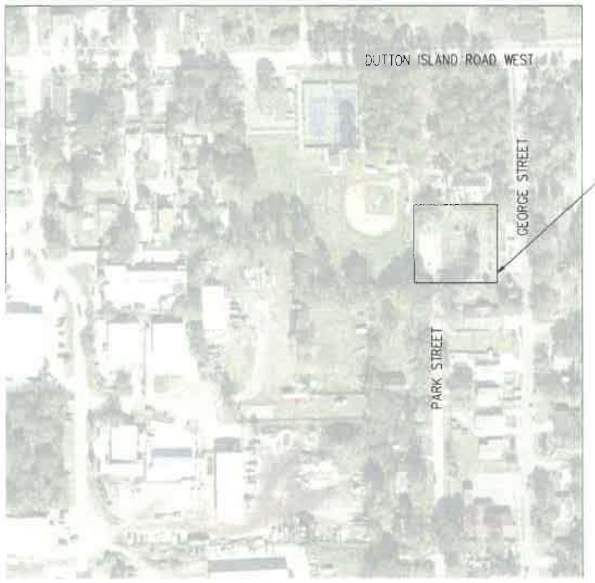
SIGNATURE OF CONVEYANCE DIVISION DIRECTOR — DATE

SIGNATURE OF STREETS DIVISION DIRECTOR — DATE

SIGNATURE OF CITY INSPECTOR — DATE

# DONNER PARK SPLASH PAD

## 2072 GEORGE STREET
## ATLANTIC BEACH, FLORIDA




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DUSTIN HAMPTON LICENSE No. 85304 STATE OF FLORIDA PROFESSIONAL ENGINEER

THIS DOCUMENT HAS BEEN DIGITALLY SIGNED AND SEALED BY DUSTIN HAMPTON ON THE DATE ADJACENT TO THE SEAL.

PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED AND THE SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC DOCUMENTS.

CITY PROJ. PR 2206

### UTILITY CONTACTS

| ORGANIZATION | ADDRESS | TELEPHONE NUMBER | CONTACT AND TITLE |
|---|---|---|---|
| CITY OF ATLANTIC BEACH 1. WATER AND SEWER 2. ENGINEERING | 1200 SANDPIPER LANE ATLANTIC BEACH, FL 32233 | (904) 247-5886 | TROY STEPHENS, PUBLIC UTILITIES DIRECTOR MR. SCOTT WILLIAMS, PUBLIC WORKS DIRECTOR |
| AT&T | 735 MILL CREEK RD JACKSONVILLE, FL 32211 | (561) 683-2729 | DINO FARRUGGIO |
| CENTURYLINK | 6263 PHILIPS HWY, JACKSONVILLE, FL 32216 | (877) 386-8344 x2 | NETWORK RELATIONS |
| COMCAST | 5934 RICHARD ST., 2ND FLOOR JACKSONVILLE, FL. 32216 | (904) 738-8898 | ANDREW SWEENEY |
| JEA ELECTRIC | 21 W. CHURCH ST. MAIL TOWER 10 JACKSONVILLE, FL. 32202 | (904) 665-8001 | RYAN WEEKS |
| MCI | 6703 SOUTHPOINT DR. N. JACKSONVILLE, FL. 32216 | (877) 472-4439 | MCI INVESTIGATIONS |

### PREPARED BY


HANSON

8075 Gate Parkway West
Suite 204
Jacksonville, Florida 32216
(904) 737-0090
Certificate of Authorization No. 7961

Engineer of Record: Dustin Hampton, PE #85304


CONSTRUCTION COMPLETION DATE _____

FIELD VERIFIED BY _____

CITY OF *Atlantic Beach - Florida*

| REVISIONS | | |
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| BY | DATE | DESCRIPTION |
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DECEMBER 2022

1200 SANDPIPER LANE ATLANTIC BEACH, FLORIDA 32233 904-247-5834

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

GENERAL CONSTRUCTION NOTES

1. PRIOR TO INITIATING WORK, CONTRACTOR SHALL PHOTOGRAPHICALLY DOCUMENT THE CONDITIONS IN AND AROUND THE DONNER PARK SPLASH PAD PROJECT WITH COLOR DIGITAL PHOTOGRAPHS. PHOTOS SHALL BE PROVIDED TO THE OWNER OR OWNER'S DESIGNATED REPRESENTATIVE AT THE PRE-CONSTRUCTION MEETING. CONTRACTOR SHALL BE RESPONSIBLE FOR DAMAGE TO EXISTING CONDITIONS THAT ARE TO REMAIN, WITH SAID PHOTOS TO SUPPORT CONDITIONS AT THE SITE.
2. CONTRACTOR IS RESPONSIBLE FOR PROVIDING A LOCATION FOR STAGING AND STORAGE OF MATERIALS. CONTRACTOR SHALL OBTAIN WRITTEN PERMISSION FROM THE PROPERTY OWNER PRIOR TO STORING OR STAGING. A COPY OF THE WRITTEN PERMISSION SHALL BE PROVIDED TO THE OWNER OR OWNER'S DESIGNATED REPRESENTATIVE PRIOR TO STORING OR STAGING.
3. CONTRACTOR SHALL CHECK PLANS FOR CONFLICTS AND DISCREPANCIES AND NOTIFY OWNER OR OWNER'S DESIGNATED REPRESENTATIVE PRIOR TO CONSTRUCTION. CONTRACTOR SHALL NOTIFY THE OWNER OR OWNER'S DESIGNATED REPRESENTATIVE OF ANY CONFLICTS BEFORE PERFORMING WORK IN THE AFFECTED AREA.
4. ALL LANES MUST BE OPENED FOR TRAFFIC DURING AN EVACUATION NOTICE OF A HURRICANE OR OTHER CATASTROPHIC EVENT AND SHALL REMAIN OPEN FOR THE DURATION OF THE EVACUATION OR EVENT.
5. IT IS THE RESPONSIBILITY OF CONTRACTOR TO ESTABLISH THE FOLLOWING IN THE FIELD: RIGHT OF WAY LINES, BENCHMARKS, CENTER LINES AND STATIONING AS MAY BE REQUIRED TO CONSTRUCT THE PROJECT.
6. PERFORM ALL WORK IN A SAFE MANNER. FOLLOW ALL SAFETY RULES AND GUIDELINES OF O.S.H.A. THE CONTRACTOR IS WHOLLY RESPONSIBLE FOR ANY INJURIES OF HIS EMPLOYEES, OTHER EMPLOYEES, INTRUDERS, AND ANY DAMAGE TO PRIVATE PROPERTY OR PERSONS DURING THE COURSE OF THIS PROJECT. INCLUDE ALL COSTS ASSOCIATED WITH COMPLYING WITH O.S.H.A. REGULATIONS AND THE FLORIDA TRENCH SAFETY ACT IN THE CONTRACTOR'S BID.
7. PRIOR TO PREPARING THE BID, VISIT THE JOB SITE FOR THE PURPOSE OF BECOMING FAMILIAR WITH THE NATURE AND THE EXTENT OF THE WORK AND SITE CONDITIONS, EITHER SURFACE OR SUB-SURFACE (INCLUDING GROUNDWATER CONDITIONS), WHICH MAY AFFECT THE WORK TO BE PERFORMED AND THE EQUIPMENT, LABOR AND MATERIALS REQUIRED. FAILURE TO DO SO WILL NOT RELIEVE THE CONTRACTOR OF COMPLETE PERFORMANCE UNDER THE CONTRACT. THE PRICES ESTABLISHED FOR THE WORK TO BE COMPLETED WILL REFLECT ALL COSTS PERTAINING TO THE WORK. ANY CLAIMS FOR EXTRAS BASED ON SUBSTRATA OR GROUND WATER TABLE CONDITIONS WILL NOT BE ALLOWED.
8. FURNISH SHOP DRAWINGS TO ENGINEER INDICATING MATERIALS AND MANNER OF INSTALLATION FOR ALL COMPONENTS OF THE PROJECT. ENGINEER'S APPROVAL IS REQUIRED PRIOR TO THE PURCHASE OF MATERIALS AND CONSTRUCTION.
9. VERIFY AND PROTECT ALL EXISTING TREES AND NATURAL VEGETATION THAT ARE TO REMAIN UNDISTURBED. CLEAR & GRUB AREAS INDICATED FOR CONSTRUCTION AND REMOVE ALL ROOTS AND MISCELLANEOUS VEGETATION EXCEPT SPECIFIC TREES THAT SHALL BE PROTECTED FROM DAMAGE DURING CONSTRUCTION WITH THE USE OF TREE BARRIERS. DO NOT OPERATE OR STORE HEAVY EQUIPMENT, NOR HANDLE, NOR STORE MATERIALS WITHIN THE DRIP LINES OF PROTECTED TREES OR OUTSIDE THE LIMITS OF GRADING. A LICENSED TREE SURGEON WILL BE REQUIRED SHOULD MINOR TRIMMING OF PROTECTED TREES BE NECESSARY. UNPROTECTED TREES REQUIRING REMOVAL MAY NOT BE SHOWN ON SURVEY. COMPLY WITH ALL LOCAL CODES. OBTAIN ALL PERMITS, AND PAY ALL FEES.
10. PRIOR TO CONSTRUCTION, REVIEW ALL PERMIT CONDITIONS AND REGULATORY REQUIREMENTS AND ADHERE TO ALL SUCH CONDITIONS AND REQUIREMENTS DURING CONSTRUCTION. DISPOSE OF EXCESS MATERIAL IN A LEGAL MANNER OFF THE OWNER'S PROPERTY AT NO ADDITIONAL COST UNLESS OTHERWISE NOTED.
11. SOD ALL DISTURBED AREAS UNLESS OTHERWISE NOTED. MAINTAIN NEWLY GRADED AREAS AND REPAIR WHERE SETTLING AND EROSION HAVE OCCURRED. DO NOT DISTURB PROTECTED TREES OR WETLANDS AREAS UNLESS OTHERWISE DIRECTED. ALL SOD SHALL MATCH EXISTING SOD.
12. COORDINATE ALL WORK WITHIN CITY RIGHT-OF-WAY WITH THE PROPER AGENCIES FOR MAINTENANCE OF TRAFFIC, METHOD OF CONSTRUCTION, AND REPAIR. PROVIDE ACCESS TO ALL EXISTING FACILITIES (HOMES, BUSINESSES, ETC.) LOCATED WITHIN PROJECT LIMITS AT ALL TIMES. ADDITIONAL NON-PROTECTED TREES MAY NEED TO BE REMOVED THAN WHAT IS SHOWN ON THE PLANS. CONTRACTOR TO FIELD VERIFY SITE CONDITIONS.
13. CONTRACTOR SHALL PROTECT PRIVATE PROPERTY DURING CONSTRUCTION AND COORDINATE SCHEDULED WORK WITH THE OWNER.
14. THE CONTRACTOR SHALL FURNISH AND INSTALL EROSION CONTROL FEATURES AS NECESSARY TO PREVENT SILT OR DEBRIS FROM LEAVING THE SITE.
15. THE CONTRACTOR MUST COORDINATE THE ADJUSTMENT OF UTILITIES AND UNDERGROUND STRUCTURES TO AVOID CONFLICTS. PROVIDE A 12" MINIMUM CLEARANCE BETWEEN ALL UTILITIES, OR, AS REQUIRED BY THE CITY. SERVICE INTERRUPTIONS MUST BE COORDINATED WITH PUBLIC WORKS INSPECTOR A MINIMUM OF 24 HOURS IN ADVANCE.
16. UNLESS DIRECTED OTHERWISE BY PROJECT PLANS AND SPECIFICATIONS, CONSTRUCTION METHODS AND MATERIALS MUST BE IN ACCORDANCE WITH CURRENT CITY OF JACKSONVILLE AND FLORIDA DEPARTMENT OF TRANSPORTATION STANDARDS.
17. SAWCUT SIDEWALKS, DRIVEWAYS, CURB AND GUTTER, AND ALL PAVEMENT PRIOR TO REMOVAL.
18. DUMPSTERS MUST BE PROVIDED BY CITY APPROVED PROVIDER AND WILL NOT BE ALLOWED TO STAY ON SITE.
19. ONCE MOBILIZED, CONTRACTOR MUST WORK ON THE PROJECT CONTINUOUSLY WITHOUT ABSENCES FROM THE SITE UNLESS APPROVED BY THE OWNER.
20. CONTRACTOR SHALL PROTECT SPRINKLERS. ANY DAMAGE WILL BE REPAIRED AT THE CONTRACTOR'S EXPENSE.

SURVEY NOTES

1. ALL ELEVATIONS REFER TO THE NORTH AMERICAN VERTICAL DATUM (NAVD) OF 1988.
2. ANY PUBLIC LAND CORNER OR BENCH MARK WITHIN THE LIMITS OF CONSTRUCTION IS TO BE PROTECTED. IF A CORNER MONUMENT IS IN DANGER OF BEING DESTROYED AND HAS NOT BEEN PROPERLY REFERENCED, CONTRACTOR SHALL NOTIFY THE OWNER OR OWNER'S DESIGNATED REPRESENTATIVE IMMEDIATELY. ANY MONUMENT OTHERWISE DESTROYED BY CONTRACTOR SHALL BE RESET BY A FLORIDA PROFESSIONAL SURVEYOR AND MAPPER AT CONTRACTOR'S EXPENSE.
3. EXISTING BOUNDARY CONDITIONS AND TOPOGRAPHIC INFORMATION ARE BASED ON THE SURVEY PROVIDED BY THE CITY OF ATLANTIC BEACH. THE SURVEY WAS PREPARED BY LD BRADLEY LAND SURVEYORS, DATED JANUARY 26, 2011.
4. PROVIDED SURVEY DOES NOT INCLUDE TREE OR UNDERGROUND UTILITIES. CONTRACTOR TO VERIFY FIELD CONDITIONS AND REPORT ANY CONFLICTS TO THE DESIGN ENGINEER.
5. IF ANY GEODETIC MONUMENT WITHIN THE LIMITS OF CONSTRUCTION ARE DISTURBED, CONTRACTOR SHALL NOTIFY:
   MR.DAVID NEWCOMER
   FLORIDA GEODETIC ADVISOR
   NATIONAL GEODETIC SURVEY
   3900 COMMONWEALTH BOULEVARD
   TALLAHASSEE, FL 32399
   (850) 245-2610, (202) 308-5736
   DAVID.NEWCOMER@NOAA.GOV.

AS-BUILT SURVEY

1. CONTRACTOR SHALL PROVIDE SIX (6) COPIES OF SIGNED AND SEALED AS-BUILT SURVEYS TO THE OWNER OR OWNER'S DESIGNATED REPRESENTATIVE FOR FINAL CERTIFICATION OF THE PROJECT. THE AS-BUILT SURVEY SHALL BE PREPARED AND CERTIFIED BY A PROFESSIONAL SURVEYOR AND MAPPER LICENSED IN FLORIDA PURSUANT TO CHAPTER 472 FLORIDA STATUTES.
2. IN ADDITION TO THE SIGNED AND SEALED SURVEY, CONTRACTOR SHALL PROVIDE TWO (2) COPIES OF THE SURVEY IN CAD AND PDF FORMATS ON ELECTRONIC MEDIA.
3. AS-BUILT DRAWINGS PROVIDED BY THE CONTRACTOR SHALL SHOW ALL EXISTING UTILITY LINES ENCOUNTERED DURING CONSTRUCTION. PLANS SHALL CONTAIN SIZE, DEPTH, CLEARANCES WITH OTHER UTILITIES, MATERIAL, LOCATION AND, IF KNOWN, TYPE OF LINE - SHOW ON AS-BUILTS.

DEMOLITION NOTES

1. ALL DEMOLISHED MATERIALS WILL BECOME THE PROPERTY OF THE CONTRACTOR UNLESS OTHERWISE DESIGNATED. DISPOSE OF DEMOLISHED MATERIALS OFF THE OWNER'S PROPERTY IN A LEGAL MANNER. REMOVE ALL EXISTING PAVEMENT, BASE COURSES, SIDEWALKS, CURBS, DRAINAGE STRUCTURES, ETC. SCHEDULED FOR REMOVAL TO FULL DEPTH. USE WATER SPRINKLING AND OTHER SUITABLE METHODS AS NECESSARY TO CONTROL DUST AND DIRT CAUSED BY THE DEMOLITION WORK. ALL DEMOLISHED MATERIAL AND DEBRIS MUST BE HAULED OFF AT THE END OF EACH WORK PERIOD.

GRADING & DRAINAGE NOTES

1. PERFORM CLEARING AND STRIPPING OF TOPSOIL BEYOND THE PAVEMENT AREAS. GRADE THE AREAS AS REQUIRED TO PROVIDE POSITIVE SURFACE WATER RUNOFF. VERIFY EXISTING ELEVATIONS AND PRIOR TO BEGINNING WORK, NOTIFY THE ENGINEER IN THE EVENT OF ANY DISCREPANCIES AND/OR ERRORS OR IF PROBLEMS ARE ENCOUNTERED DURING CONSTRUCTION.

MAINTENANCE OF TRAFFIC GENERAL NOTES

1. TRAFFIC SHALL BE MAINTAINED IN ACCORDANCE WITH THE FDOT STANDARD PLANS.
2. TEMPORARY TRAVEL LANES SHALL NOT BE LESS THAN 10 FT. IN WIDTH ON ROADWAYS OPEN TO TRAFFIC AND ADJACENT SIDE ROADS. TRAVEL LANES ON ROADWAYS OPEN TO TRAFFIC SHALL BE PROPERLY DELINEATED AT ALL TIMES DURING CONSTRUCTION.
3. MAINTENANCE OF TRAFFIC OPERATIONS ON INTERSECTING THOROUGHFARES AND ADJACENT STREETS, SHALL BE COORDINATED WITH THE CITY OF ATLANTIC BEACH, PUBLIC WORKS DEPARTMENTS, 1209 SANDPIPER LANE, ATLANTIC BEACH, FLORIDA, 32233. PHONE (904) 247-5834.
4. IT IS THE RESPONSIBILITY OF CONTRACTOR TO MAINTAIN CLEAR ZONE REQUIREMENTS FOR EQUIPMENT AND MATERIALS STORAGE AND WORK ZONE PROTECTION AS SPECIFIED IN FDOT STANDARD PLANS.
5. CONTRACTOR SHALL PROVIDE TEMPORARY DRAINAGE WHEN HISTORICAL DRAINAGE PATTERNS ARE IMPEDED IN AN ACTIVE WORK ZONE. ANY ADDITIONAL COST ASSOCIATED WITH DRAINAGE (INSTALLATION AND REMOVAL OF TEMPORARY STRUCTURES, DE-SILTING OF EXISTING PIPES) SHALL BE INCIDENTAL TO MAINTENANCE OF TRAFFIC.
6. ACCESS TO EXISTING DRIVEWAYS SHALL BE PROVIDED AT ALL TIMES. CONTRACTOR SHALL SUBMIT AN ACCESS MAINTENANCE PLAN FOR REVIEW AND RELEASE FOR CONSTRUCTION BY THE OWNER OR OWNER'S DESIGNATED REPRESENTATIVE. RESIDENTS SHALL BE NOTIFIED 72 HOURS IN ADVANCE OF ANY DRIVEWAY INTERRUPTIONS.
7. THE OWNER OR OWNER'S DESIGNATED REPRESENTATIVE RESERVES THE RIGHT TO REQUIRE ADDITIONAL DEVICES AND/OR CHANGES TO THE TRAFFIC CONTROL PLAN BASED UPON CHANGING TRAFFIC CONDITIONS OR TRAFFIC SAFETY ISSUES.
8. CONTRACTOR SHALL PROVIDE A TRAFFIC CONTROL OFFICER DURING ALL INTERMITTENT LANE CLOSURE OPERATIONS, NIGHT TIME OPERATIONS, AERIAL SIGNAL MODIFICATIONS, AND DURING IMPLEMENTATION OF CHANGE IN THE TRAFFIC PATTERN (REROUTING OR SHIFTING TRAFFIC).
9. UNLESS OTHERWISE NOTED IN THE PLANS, THE EXISTING 25 MPH SPEED LIMITS ON ALL ROADWAYS SHALL BE MAINTAINED DURING CONSTRUCTION.
10. THE CONTRACTOR SHALL COORDINATE THE WORK WITHIN CITY OR STATE RIGHT-OF-WAY WITH THE PROPER AGENCIES FOR MAINTENANCE OF TRAFFIC AND METHOD OF CONSTRUCTION AND REPAIR. CONTRACTOR SHALL OBTAIN ALL PERMITS AND APPROVALS PRIOR TO INITIATING WORK WITHIN THE RIGHT OF WAY.
11. THE CONTRACTOR SHALL COORDINATE CONSTRUCTION WITH ALL OTHER CONSTRUCTION ADJACENT TO THE PROJECT. IN THE EVENT OF ANY CONFLICT WHATSOEVER, THE CONTRACTOR SHALL NOTIFY THE OWNER OR THE OWNER'S DESIGNATED REPRESENTATIVE PRIOR TO PROCEEDING WITH CONSTRUCTION.

ARBORICULTURAL MITIGATION PLAN

1. NO TREES SHALL BE REMOVED, PRUNED, FERTILIZED OR ALTERED IN ANY WAY WITHOUT FIRST CONTACTING THE OWNER OR OWNER'S DESIGNATED REPRESENTATIVE.
2. ROOT PRUNING OF TREES LABELED TO BE PROTECTED SHALL ONLY BE DONE UNDER THE DIRECTION OF A CERTIFIED ARBORIST. ROOTS TO BE PRUNED MUST BE CUT CLEANLY AND NOT TORN OR RIPPED.
3. NO MECHANICAL TRENCHING OF ANY KIND WILL TAKE PLACE WITHIN THE DRIP-LINE OF TREES LABELED TO BE PRESERVED. CONTRACTOR SHALL INSURE THAT ALL UTILITIES ARE COMBINED IN A SINGLE TRENCH OR A MINIMUM OF TRENCHES AND THAT RADIAL TRENCHING BE UTILIZED WHEREVER POSSIBLE TO AVOID ANY UNNECESSARY SEVERING OF ROOTS. SEDIMENTATION AND EROSION PROTECTION SHALL CONSIST OF STAKED BALES. NO TRENCHED-IN SILT FENCING SHALL BE ALLOWED. THE CONTRACTOR SHALL COORDINATE ALL EROSION CONTROL ACTIVITIES WITH THE OWNER OR OWNER'S DESIGNATED REPRESENTATIVE.
4. ALL WORK ASSOCIATED WITH TREE PRESERVATION ACTIVITIES FOR THE DURATION OF THE PROJECT SHALL INCLUDE SAFETY STANDARDS AS OUTLINED IN ANSI Z133, "SAFETY REQUIREMENTS FOR TREE CARE OPERATORS". SAFE WORKING CONDITIONS AND THE SAFETY OF THE PUBLIC ARE OF THE UTMOST IMPORTANCE. UNSAFE WORK PRACTICES SHALL NOT BE TOLERATED.

GENERAL UTILITY NOTES

1. CONTRACTOR SHALL BE RESPONSIBLE FOR ALL EXISTING UTILITIES TO REMAIN ANY DAMAGE TO UTILITIES TO REMAIN SHALL BE PAID FOR BY CONTRACTOR AT CONTRACTOR'S EXPENSE.
2. THE EXISTING FACILITIES AND UTILITIES SHOWN ON THE PLANS WERE LOCATED FROM THE OWNER'S AND OTHER RECORDS. GUARANTY IS NOT MADE THAT ALL EXISTING FACILITIES OR UTILITIES ARE SHOWN OR THAT THOSE SHOWN ARE ENTIRELY ACCURATE. THE CONTRACTOR SHALL ASSURE HIMSELF OF THE PRESENCE AND LOCATION OF ALL UTILITIES, STRUCTURES, OR OTHER FACILITIES IN THE WORK AREA PRIOR TO PERFORMING THE WORK. THE OWNER AND THE ENGINEER WILL ASSUME NO LIABILITY FOR DAMAGES SUSTAINED OR COSTS INCURRED BECAUSE OF THE CONTRACTOR'S OPERATIONS IN THE VICINITY OF THE EXISTING UTILITIES, STRUCTURES, OR FACILITIES. THE GENERAL NOTES ON THE PLANS ALSO INDICATE THE REQUIREMENTS OF THE CONTRACTOR AS REGARDS EXISTING FACILITIES, STRUCTURES, AND UTILITIES. THE CONTRACTOR SHALL NOTIFY THE ENGINEER OR ANY DEVIATION BETWEEN EXISTING CONDITIONS AND THE DRAWINGS, AND INDICATE THE LOCATION OF THE EXISTING UTILITIES, STRUCTURES, AND FACILITIES ON THE RECORD DRAWINGS.
3. CONTRACTOR SHALL NOTIFY THE UTILITY OWNERS LISTED BELOW THROUGH 811 A MINIMUM OF TWO (2) FULL BUSINESS DAYS IN ADVANCE OF BEGINNING CONSTRUCTION ON THE JOB SITE.

| UTILITY OWNER/COMPANY | CONTACT | TELEPHONE |
|---|---|---|
| CITY OF ATLANTIC BEACH WATER UTILITY | TROY STEPHENS | (904) 247-5886 |
| JACKSONVILLE ELECTRIC AUTHORITY | RYAN WEEKS | (904) 665-8001 |
| COMCAST | ANDREW SWEENEY | (904) 738-6898 |
| AT&T COMMUNICATION | DINO FARRUGGIO | (561) 6832729 |
| CENTURYLINK | NETWORK RELATIONS | (877) 366-8344x2 |
| MCI | MCI INVESTIGATIONS | (877) 472-4439 |

4. CONTRACTOR SHALL DESIGNATE AN ON-SITE UTILITY COORDINATOR WHO WILL BE RESPONSIBLE FOR COORDINATING ALL UTILITY ISSUES WITH THE APPLICABLE AGENCIES.
5. CONTRACTOR SHALL AVOID WATER AND SEWER SERVICE INTERRUPTIONS AND MAINTAIN EXISTING DEMAND AT ALL TIMES.
6. CONTRACTOR SHALL BE RESPONSIBLE FOR HOLDING AN ON-SITE PRE-CONSTRUCTION UTILITY MEETING WITH ALL APPLICABLE UTILITY PROVIDERS. THE MEETING SHALL BE CONDUCTED BY CONTRACTOR'S DESIGNATED UTILITY COORDINATOR. CONTRACTOR SHALL BE RESPONSIBLE FOR RECORDING MINUTES OF THE MEETING AND PROVIDE A COPY OF SAID MINUTES TO ALL ATTENDEES WITHIN TWO (2) WEEKS AFTER THE MEETING.
7. LOCATIONS, ELEVATIONS, AND DIMENSIONS OF EXISTING UTILITIES, STRUCTURES AND OTHER FEATURES ARE SHOWN ACCORDING TO THE BEST INFORMATION AVAILABLE AT THE TIME OF PREPARATION OF THESE PLANS. CONTRACTOR SHALL VERIFY THE LOCATIONS, ELEVATIONS, AND DIMENSIONS OF ALL EXISTING UTILITIES, STRUCTURES AND OTHER FEATURES AFFECTING THIS WORK PRIOR TO CONSTRUCTION.
8. CONTRACTOR SHALL COORDINATE THE LOCATION AND RELOCATION OF ALL APPLICABLE UTILITIES WITH THE CITY OF ATLANTIC BEACH AND CORRESPONDING UTILITY AUTHORITIES BEFORE CONSTRUCTION EFFORTS BEGIN.
9. WHERE UTILITIES ARE TO BE ABANDONED IN PLACE, ALL VOIDS ARE TO BE FILLED WITH EXCAVATABLE FLOWABLE FILL AND THE HORIZONTAL AND VERTICAL POSITIONS OF THE UTILITY SHALL BE LOCATED BY SURVEYOR LICENSED IN THE STATE OF FLORIDA UNDER CHAPTER 472, FLORIDA STATUTES. THE UTILITY COMPOSITION AND IDENTIFIED USE ARE TO BE MAPPED WITH THE ABOVE INFORMATION AND FOUR (4) COPIES OF THE MAP SHALL BE PROVIDED TO THE OWNER ALONG WITH CAD FILES.
10. WHERE WATER AND/OR SEWER SERVICE CONFLICTS OCCUR, THE WATER OR SEWER SERVICE SHALL BE ADJUSTED TO MEET JEA STANDARDS AND SPECIFICATIONS.

EROSION CONTROL NOTES

1. THE CONTRACTOR IS RESPONSIBLE FOR REMOVING SILT FROM SITE IF NOT REUSABLE ON-SITE AND ASSURING PLAN ALIGNMENT AND GRADE IN ALL DITCHES AND SWALES AT COMPLETION OF CONSTRUCTION.
2. THE SITE CONTRACTOR IS RESPONSIBLE FOR REMOVING THE TEMPORARY EROSION AND SEDIMENT CONTROL DEVICES AFTER COMPLETION OF CONSTRUCTION AND ONLY WHEN AREAS HAVE BEEN STABILIZED.
3. ADDITIONAL PROTECTION - ON-SITE PROTECTION IN ADDITION TO THE ABOVE MUST BE PROVIDED THAT WILL NOT PERMIT SILT TO LEAVE THE PROJECT CONFINES DUE TO UNSEEN CONDITIONS OR ACCIDENTS.
4. CONTRACTOR SHALL ENSURE THAT ALL DRAINAGE STRUCTURES, PIPES, ETC. ARE CLEANED OUT AND WORKING PROPERLY AT TIME OF ACCEPTANCE.
5. NECESSARY REPAIRS TO BARRIERS SHALL BE ACCOMPLISHED PROMPTLY.
6. SILT FENCES AND FILTER BARRIERS SHALL BE INSPECTED IMMEDIATELY AFTER EACH RAINFALL AND AT LEAST DAILY DURING PROLONGED RAINFALL. ANY REQUIRED REPAIRS SHALL BE MADE IMMEDIATELY.
7. SHOULD THE FABRIC ON A SILT FENCE OR FILTER BARRIER DECOMPOSE OR BECOME INEFFECTIVE PRIOR TO THE END OF THE EXPECTED USABLE LIFE AND THE BARRIER STILL BE NECESSARY, THE FABRIC SHALL BE REPLACED PROMPTLY.
8. SEDIMENT DEPOSITS SHOULD BE REMOVED AFTER EACH STORM EVENT. THEY MUST BE REMOVED WHEN DEPOSITS REACH APPROXIMATELY ONE-THIRD THE HEIGHT OF THE BARRIER.
9. ANY SEDIMENT DEPOSITS REMAINING IN PLACE AFTER THE SILT FENCE OR FILTER BARRIER IS NO LONGER REQUIRED SHALL BE DRESSED TO CONFORM WITH THE EXISTING GRADE, PREPARED AND SEEDED.
10. THE CONTRACTOR IS RESPONSIBLE FOR FOLLOWING THE BEST EROSION AND SEDIMENT CONTROL PRACTICES AS OUTLINED IN THE PLANS, SPECIFICATIONS AND ST. JOHNS RIVER WATER MANAGEMENT DISTRICT SPECIFICATIONS AND CRITERIA.
11. FOR ADDITIONAL INFORMATION ON SEDIMENT AND EROSION CONTROL REFER TO "EROSION AND SEDIMENT CONTROL DESIGNER AND REVIEWER MANUAL" BY THE FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) AND THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (FDEP).
12. ALL DISTURBED AREAS SHALL BE GRASSED, FERTILIZED, MULCHED AND MAINTAINED UNTIL A PERMANENT VEGETATIVE COVER IS ESTABLISHED.
13. SOD SHALL BE PLACED IN AREAS WHICH MAY REQUIRE IMMEDIATE EROSION PROTECTION TO ENSURE QUALITY STANDARDS ARE MAINTAINED
14. ANY DISCHARGE FROM DEWATERING ACTIVITY SHALL BE FILTERED AND CONVEYED TO THE OUTFALL IN A MANNER WHICH PREVENTS EROSION AND TRANSPORTATION OF SUSPENDED SOLIDS TO THE RECEIVING OUTFALL.
15. DEWATERING PUMPS SHALL NOT EXCEED THE CAPACITY OF THAT WHICH REQUIRES A CONSUMPTIVE USE PERMIT FROM THE ST. JOHNS RIVER WATER MANAGEMENT DISTRICT.
16. ALL DISTURBED AREAS TO BE STABILIZED THROUGH COMPACTION, SILT SCREENS, AND GRASSING. ALL FILL SLOPES 1:3 (V:H) OR STEEPER TO RECEIVE STAKED SOLID SOD.
17. ALL DEWATERING, EROSION, AND SEDIMENT CONTROL TO REMAIN IN PLACE AFTER COMPLETION OF CONSTRUCTION AND REMOVED ONLY WHEN AREAS HAVE STABILIZED.
18. THIS PLAN INDICATES THE MINIMUM EROSION AND SEDIMENT MEASURES REQUIRED FOR THIS PROJECT. THE CONTRACTOR IS RESPONSIBLE FOR MEETING ALL APPLICABLE RULES, REGULATIONS AND WATER QUALITY GUIDELINES AND MAY NEED TO INSTALL ADDITIONAL CONTROLS.
19. THE CONTRACTOR SHALL BE REQUIRED TO RESPOND TO ALL WATER MANAGEMENT DISTRICT INQUIRIES RELATIVE TO COMPLIANCE OF SJRWMD FOR EROSION AND SEDIMENTATION CONTROL. THE COST OF THIS COMPLIANCE SHALL BE PART OF THE CONTRACT.

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

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HANSON
Hanson Professional Services Inc.
8075 Gate Parkway West, S-204
Jacksonville, Florida 32216-3665
C.A. 1981 Offices Nationwide
Engineer of Record
Dustin Hampton, P.E.
License No. 85214

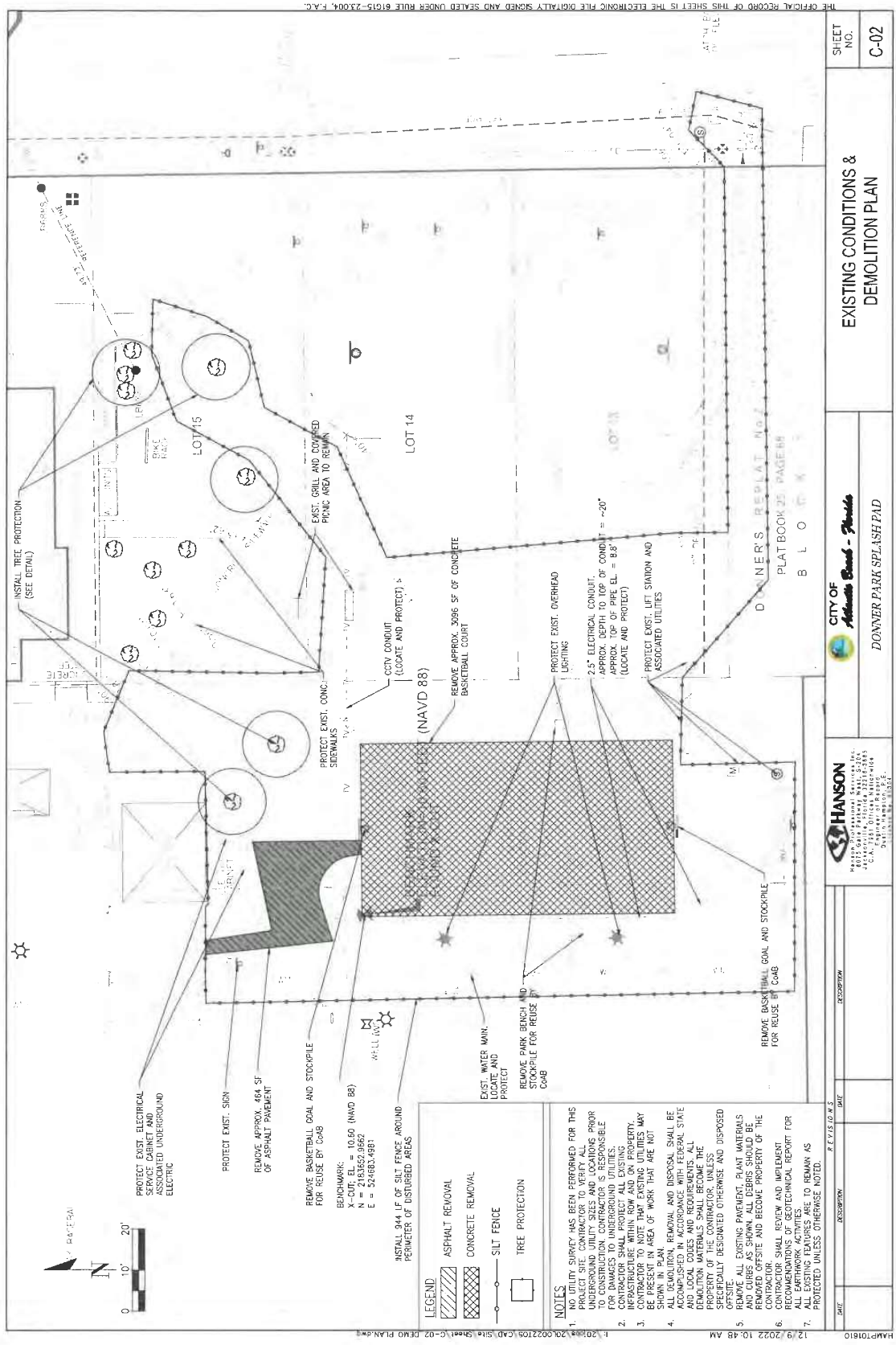
CITY OF Atlantic Beach - Florida

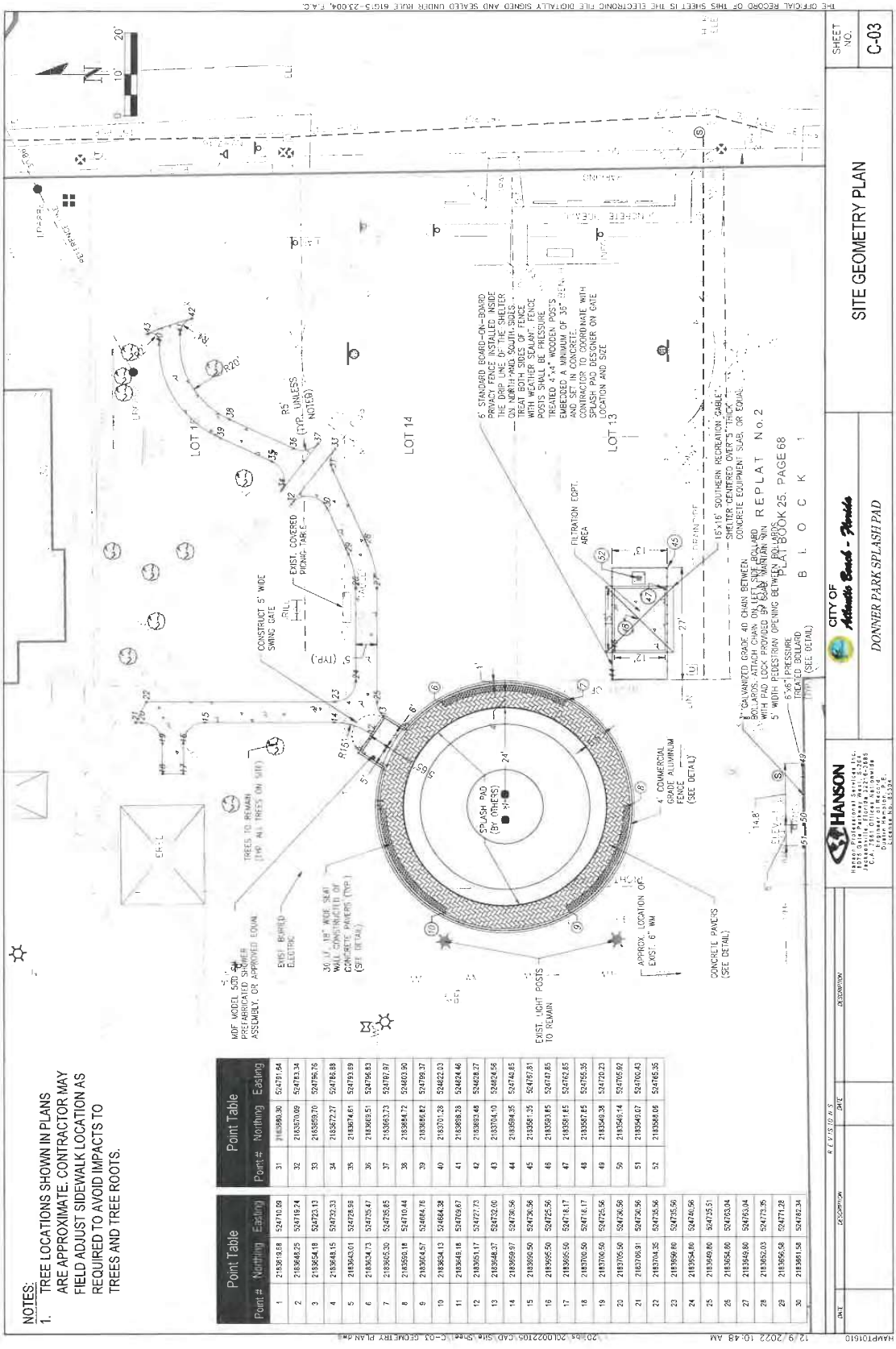
DONNER PARK SPLASH PAD

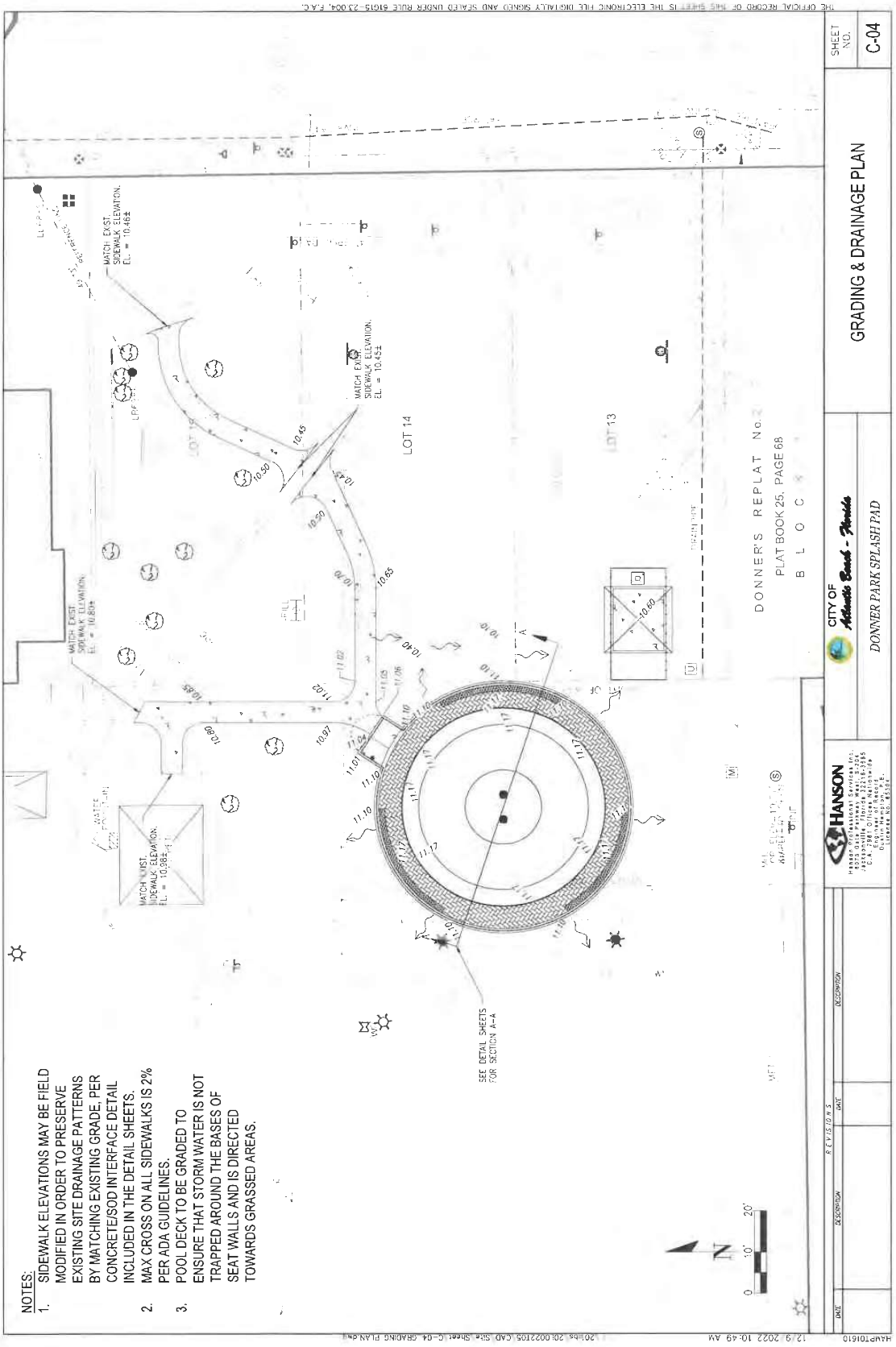
GENERAL NOTES

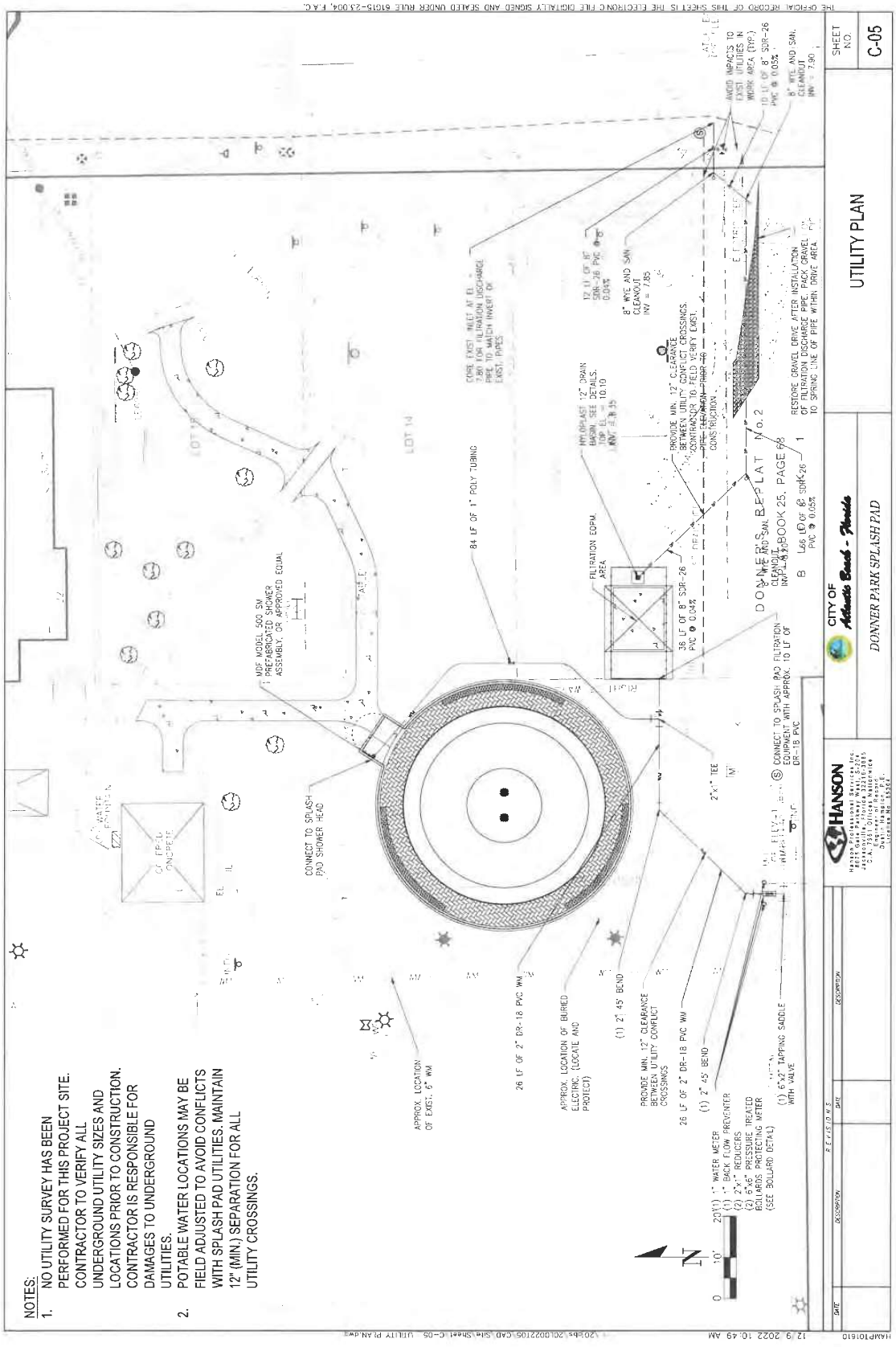
SHEET NO. C-02

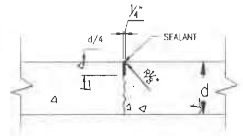
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EXISTING CONDITIONS & DEMOLITION PLAN
DONNER PARK SPLASH PAD
CITY OF Atlantic Beach - Florida
HANSON
SHEET NO. C-02
LEGEND
ASPHALT REMOVAL
CONCRETE REMOVAL
SILT FENCE
TREE PROTECTION
NOTES
1. NO UTILITY SURVEY HAS BEEN PERFORMED FOR THIS PROJECT SITE. CONTRACTOR TO VERIFY ALL UNDERGROUND UTILITY SIZES AND LOCATIONS PRIOR TO CONSTRUCTION. CONTRACTOR IS RESPONSIBLE FOR DAMAGES TO UNDERGROUND UTILITIES.
2. CONTRACTOR SHALL PROTECT ALL EXISTING INFRASTRUCTURE WITHIN ROW AND ON PROPERTY. CONTRACTOR TO NOTE THAT EXISTING UTILITIES MAY BE PRESENT IN AREA OF WORK THAT ARE NOT SHOWN IN PLAN.
3. ALL DEMOLITION, REMOVAL AND DISPOSAL SHALL BE ACCOMPLISHED IN ACCORDANCE WITH FEDERAL STATE AND LOCAL CODES AND REGULATIONS. ALL DEMOLITION MATERIALS SHALL BECOME THE PROPERTY OF THE CONTRACTOR, UNLESS SPECIFICALLY DESIGNATED OTHERWISE AND DISPOSED OFFSITE.
4. REMOVE ALL EXISTING PAVEMENT, PLANT MATERIALS AND CURBS AS SHOWN. ALL DEBRIS SHOULD BE REMOVED OFFSITE AND BECOME PROPERTY OF THE CONTRACTOR.
5. CONTRACTOR SHALL REVIEW AND IMPLEMENT RECOMMENDATIONS OF GEOTECHNICAL REPORT FOR ALL EARTHWORK ACTIVITIES.
6. ALL EXISTING FEATURES ARE TO REMAIN AS PROTECTED UNLESS OTHERWISE NOTED.
PROTECT EXIST. ELECTRICAL SERVICE CABINET AND ASSOCIATED UNDERGROUND ELECTRIC
PROTECT EXIST. SIGN
REMOVE APPROX. 464 SF OF ASPHALT PAVEMENT
REMOVE BASKETBALL GOAL AND STOCKPILE FOR REUSE BY CoAB
BENCHMARK:
X-CUT, EL. = 10.60 (NAVD 88)
N = 2163552.9662
E = 524683.4981
INSTALL 944 LF OF SILT FENCE AROUND PERIMETER OF DISTURBED AREAS
EXIST. WATER MAIN. LOCATE AND PROTECT
REMOVE PARK BENCH AND STOCKPILE FOR REUSE BY CoAB
INSTALL TREE PROTECTION (SEE DETAIL)
EXIST. GRILL AND COVERED PICNIC AREA TO REMAIN
PROTECT EXIST. CONC. SIDEWALKS
CCTV CONDUIT (LOCATE AND PROTECT)
REMOVE APPROX. 3096 SF OF CONCRETE BASKETBALL COURT
PROTECT EXIST. OVERHEAD LIGHTING
2.5" ELECTRICAL CONDUIT. APPROX. DEPTH TO TOP OF CONDUIT = ~20" APPROX. TOP OF PIPE EL. = 8.8' (LOCATE AND PROTECT)
PROTECT EXIST. LIFT STATION AND ASSOCIATED UTILITIES
REMOVE BASKETBALL GOAL AND STOCKPILE FOR REUSE BY CoAB
LOT 15
LOT 14
DONNER'S REPLAT
PLAT BOOK 25 PAGE 68
BLOCK
0 10' 20'
N
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SITE GEOMETRY PLAN
DONNER PARK SPLASH PAD
CITY OF Atlantic Beach - Florida
HANSON
SHEET NO. C-03
REPLAT No. 2
PLAT BOOK 25, PAGE 68
LOT 13
LOT 14
B L O C K 1
NOTES:
1. TREE LOCATIONS SHOWN IN PLANS ARE APPROXIMATE. CONTRACTOR MAY FIELD ADJUST SIDEWALK LOCATION AS REQUIRED TO AVOID IMPACTS TO TREES AND TREE ROOTS.
Point Table
Point # Northing Easting
1 2183818.58 524710.09
2 2183648.23 524719.24
3 2183654.18 524723.13
4 2183648.15 524732.33
5 2183643.01 524728.96
6 2183634.73 524735.47
7 2183605.30 524728.65
8 2183598.18 524710.44
9 2183604.57 524684.76
10 2183634.13 524684.38
11 2183649.18 524709.67
12 2183651.17 524727.73
13 2183648.37 524732.60
14 2183659.97 524736.56
15 2183666.50 524726.56
16 2183666.50 524725.56
17 2183666.50 524718.17
18 2183706.50 524718.17
19 2183706.50 524725.56
20 2183706.50 524736.56
21 2183706.91 524736.56
22 2183704.35 524735.56
23 2183656.80 524735.56
24 2183654.80 524740.56
25 2183649.80 524735.51
26 2183654.80 524703.04
27 2183649.80 524703.04
28 2183652.03 524723.95
29 2183656.58 524771.28
30 2183661.58 524782.34
Point Table
Point # Northing Easting
31 2183690.30 524791.64
32 2183670.69 524783.34
33 2183659.70 524796.76
34 2183672.27 524786.88
35 2183674.61 524793.69
36 2183669.51 524796.83
37 2183663.73 524797.97
38 2183664.72 524803.90
39 2183666.82 524799.37
40 2183701.28 524822.03
41 2183698.28 524824.46
42 2183693.48 524828.27
43 2183704.10 524824.56
44 2183694.35 524740.85
45 2183681.35 524767.81
46 2183693.85 524747.65
47 2183681.85 524762.85
48 2183667.85 524755.35
49 2183649.38 524720.23
50 2183646.14 524705.82
51 2183649.07 524760.43
52 2183668.06 524765.35
TREES TO REMAIN (TYP. ALL TREES ON SITE)
EXIST. BURIED ELECTRIC
36' LF 18" WIDE SEAT WALL CONSTRUCTED OF CONCRETE PAVERS (TYP.) (SEE DETAIL)
WDF WOOD 5.5ft PREFABRICATED SHOWER ASSEMBLY, OR APPROVED EQUAL
CONSTRUCT 5' WIDE SWING GATE
EXIST. COVERED PICNIC TABLE
R15' (TYP.)
R15' (TYP. UNLESS NOTED)
SPLASH PAD (3H OTHERS)
EXIST. LIGHT POSTS TO REMAIN
4' COMMERCIAL GRADE ALUMINUM FENCE (SEE DETAIL)
APPROX. LOCATION OF EXIST. 6" WM
CONCRETE PAVERS (SEE DETAIL)
6' STANDARD BOARD-ON-BOARD PRIVACY FENCE INSTALLED INSIDE THE DRIP LINE OF THE SHELTER ON NORTH AND SOUTH SIDES - TREAT BOTH SIDES OF FENCE WITH WEATHER SEALANT. FENCE POSTS SHALL BE WOODEN POSTS TREATED AS A MINIMUM OF 36" DEEP EMBEDDED A MINIMUM OF 36" DEEP AND SET IN CONCRETE. CONTRACTOR TO COORDINATE WITH SPLASH PAD DESIGNER ON GATE LOCATION AND SIZE
FILTRATION EQPT. AREA
15'x16' SOUTHERN RECREATION 'CABLE' SHELTER CENTERED OVER 5" THICK CONCRETE EQUIPMENT SLAB, OR EQUAL
4' GALVANIZED GRADE 40 CHAIN BETWEEN BOLLARDS. ATTACH CHAIN ON LEFT SIDE BOLLARD WITH PAD LOCK PROVIDED BY CITY MAINTENANCE
5' WIDTH PEDESTRIAN OPENING BETWEEN BOLLARDS
6'x6" PRESSURE TREATED BOLLARD (SEE DETAIL)
14.8'
REVISIONS
DATE DESCRIPTION
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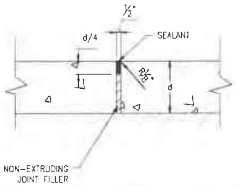

NOTES:
1. SIDEWALK ELEVATIONS MAY BE FIELD MODIFIED IN ORDER TO PRESERVE EXISTING SITE DRAINAGE PATTERNS BY MATCHING EXISTING GRADE, PER CONCRETE/SOD INTERFACE DETAIL INCLUDED IN THE DETAIL SHEETS.
2. MAX CROSS ON ALL SIDEWALKS IS 2% PER ADA GUIDELINES.
3. POOL DECK TO BE GRADED TO ENSURE THAT STORM WATER IS NOT TRAPPED AROUND THE BASES OF SEAT WALLS AND IS DIRECTED TOWARDS GRASSED AREAS.
SEE DETAIL SHEETS FOR SECTION A-A
LOT 14
LOT 13
DONNER'S REPLAT No. 2
PLAT BOOK 25, PAGE 68
B L O C K
GRADING & DRAINAGE PLAN
SHEET NO. C-04
CITY OF Atlantic Beach - Florida
DONNER PARK SPLASH PAD
HANSON
DESCRIPTION
DATE
REVISIONS


NOTES:
1. NO UTILITY SURVEY HAS BEEN PERFORMED FOR THIS PROJECT SITE. CONTRACTOR TO VERIFY ALL UNDERGROUND UTILITY SIZES AND LOCATIONS PRIOR TO CONSTRUCTION. CONTRACTOR IS RESPONSIBLE FOR DAMAGES TO UNDERGROUND UTILITIES.
2. POTABLE WATER LOCATIONS MAY BE FIELD ADJUSTED TO AVOID CONFLICTS WITH SPLASH PAD UTILITIES. MAINTAIN 12" (MIN.) SEPARATION FOR ALL UTILITY CROSSINGS.
UTILITY PLAN
DONNER PARK SPLASH PAD
CITY OF Atlantic Beach - Florida
HANSON
SHEET NO. C-05
DONNER PARK AND SAN. REPLAT
PLAT BOOK 25, PAGE 68
LOT 14
84 LF OF 1" POLY TUBING
CONNECT TO SPLASH PAD SHOWER HEAD
MDF MODEL SSD SM PREFABRICATED SHOWER ASSEMBLY OR APPROVED EQUAL
CONCRETE
FILTRATION EQPM. AREA
CONN. EXIST. INLET AT EL. 7.80 FOR FILTRATION DISCHARGE PIPE, TO MATCH INVERT OF EXIST. PIPES
MYLOPLAST 12" DRAIN BASIN, SEE DETAILS. TOP EL. = 10.10 INV. = 8.35
PROVIDE MIN. 12" CLEARANCE BETWEEN UTILITY CONFLICT CROSSINGS. CONTRACTOR TO FIELD VERIFY EXIST. PIPE CROSSINGS PRIOR TO CONSTRUCTION
36 LF OF 8" SDR-26 PVC @ 0.04%
8" WYE AND SAN CLEANOUT INV = 7.85
12 LF OF 8" SDR-26 PVC @ 0.05%
AVOID IMPACTS TO EXIST UTILITIES IN WORK AREA (TYP.)
10 LF OF 8" SDR-26 PVC @ 10.05%
8" WYE AND SAN. CLEANOUT INV = 7.90
RESTORE GRAVEL DRIVE AFTER INSTALLATION OF FILTRATION DISCHARGE PIPE. PACK GRAVEL TO SPRING LINE OF PIPE WITHIN DRIVE AREA
66 LF OF 8" SDR-26 PVC @ 0.05%
CONNECT TO SPLASH PAD FILTRATION EQUIPMENT WITH APPROX. 10 LF OF DR-18 PVC
2"x1" TEE
(1) 2" 45° BEND
26 LF OF 2" DR-18 PVC W/W
(1) 2" 45° BEND
(1) 6"x2" TAPPING SADDLE WITH VALVE
APPROX. LOCATION OF EXIST. 6" W/W
APPROX. LOCATION OF BURIED ELECTRIC (LOCATE AND PROTECT)
PROVIDE MIN. 12" CLEARANCE BETWEEN UTILITY CONFLICT CROSSINGS
20'
0
10'
N
(1) 1" WATER METER
(1) 1" BACK FLOW PREVENTER
(2) 2"x1" REDUCERS
(2) 6"x6" PRESSURE TREATED BOLLARDS PROTECTING METER (SEE BOLLARD DETAIL)
DESCRIPTION
DATE
REVISIONS
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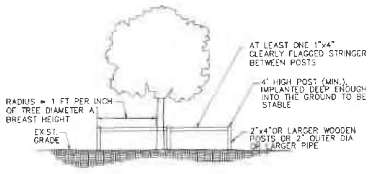

NOTES:
1. d = 5" CONCRETE SIDEWALK (N.T.S.)
2. d = 6" CONCRETE PAVEMENT
3. TRANSVERSE CONTRACTION OR LONGITUDINAL JOINT, SAWED OR PRE MOLDED.
4. JOINT SEALANT SHALL FOLLOW THE STANDARDS LISTED IN SECTION 932-1.2 OF THE FDOT STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION.

CONTRACTION JOINT
SCALE: 1" = 1"



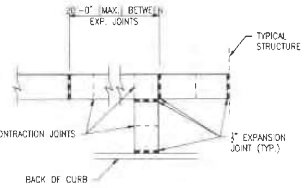

NOTES:
1. d = 5" CONCRETE SIDEWALK (N.T.S.)
2. d = 6" CONCRETE PAVEMENT
3. JOINT SEALANT SHALL FOLLOW THE STANDARDS LISTED IN SECTION 932-1.2 OF THE FDOT STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION.

EXPANSION JOINT



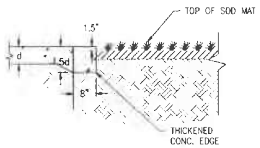

TREE PROTECTION DETAIL
N.T.S.

NOTES:
1) TREE PROTECTION BARRIERS SHALL BE INSTALLED IN ACCORDANCE WITH SECTION 5-83(G)(4) OF THE TALLAHASSEE LAND DEVELOPMENT CODE.
2) PLACE TREE PROTECTION BARRIER AROUND ALL TREES SHOWN TO BE PROTECTED WITHIN CONSTRUCTION AREAS.
3) ALL GRADING FOR DRAINAGE OCCURRING WITHIN THE CRITICAL PROTECTION ZONE (CPZ) OF THE TREES SHALL BE DONE BY HAND OR AS DIRECTED ON-SITE BY THE PERMITTEE'S CERTIFIED ARBORIST.




TYPICAL SIDEWALK JOINT LAYOUT
SCALE: 1" = 3'

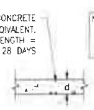
SIDEWALK NOTES:
1. ALL WALKS SHALL BE 5" THICK, UNLESS OTHERWISE NOTED.
2. CONTRACTION JOINTS SHALL BE SPACED AT 4'-0" INTERVALS FOR 4' AND 5' SIDEWALKS, AND 5'-0" INTERVALS FOR 6' SIDEWALKS.
3. MAX INTERVAL BETWEEN CONTRACTION JOINTS SHALL BE 10'-0".
4. WHERE WALK IS PARALLEL AND ABUTS CONC. CURB, SEPARATE WITH ½" EXPANSION JOINT.
5. WHERE WALK ABUTS STRUCTURE, SEPARATE WITH ½" EXP. JOINT.
6. ALL SIDEWALKS GREATER THAN 8'-0" IN WIDTH SHALL HAVE A LONGITUDINAL CONTRACTION JOINT IN THE CENTERLINE OF THE SIDEWALK. LONGITUDINAL CONTRACTION JOINTS SHALL NOT BE SPACED GREATER THAN 8'-0".
7. MAXIMUM ALLOWABLE SLOPE OF SIDEWALKS 2% TRANSVERSELY AND 1:20 LONGITUDINALLY.




CONCRETE / SOD INTERFACE DETAIL
SCALE: 1" = 3'

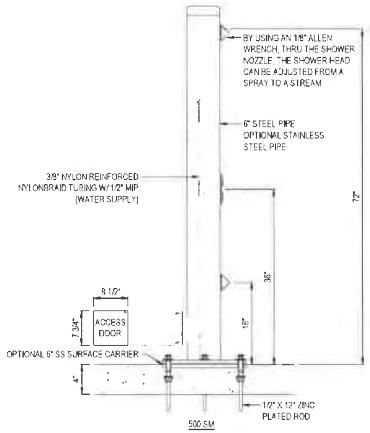
PORTLAND CEMENT CONCRETE W/ FIBERMESH OR EQIVALENT. COMPRESSIVE STRENGTH = 3500 PSI @ 28 DAYS

NOTES:
1. SURFACE SHALL HAVE MEDIUM BROOM FINISH.
2. d = 5"




CONCRETE SIDEWALK / SLAB DETAIL

MOST DEPENDABLE FOUNTAINS, INC.
5705 COMMANDER DR. P.O. BOX 587
ARLINGTON, TN 38002-0587
PHONE: (901) 867-0039
www.mostdependable.com




NOTES:
1. OPTIONAL STAINLESS STEEL SURFACE CARRIER RECOMMENDED ON SURFACE MOUNT INSTALLATIONS.
2. INSTALLATION TO BE COMPLETED IN ACCORDANCE WITH MANUFACTURER'S SPECIFICATIONS.
3. DO NOT SCALE DRAWING.
4. THIS DRAWING IS INTENDED FOR USE BY ARCHITECTS, ENGINEERS, CONTRACTORS, CONSULTANTS AND DESIGN PROFESSIONALS FOR PLANNING PURPOSES ONLY. THIS DRAWING MAY NOT BE USED FOR CONSTRUCTION.
5. ALL INFORMATION CONTAINED HEREIN WAS CURRENT AT THE TIME OF DEVELOPMENT BUT MUST BE REVIEWED AND APPROVED BY THE PRODUCT MANUFACTURER TO BE CONSIDERED ACCURATE.
6. CONTRACTOR'S NOTE: FOR PRODUCT AND COMPANY INFORMATION VISIT www.CADdetails.com/info AND ENTER REFERENCE NUMBER 3354-10.1.

MODEL 500 SM
SHOWN W/ OPTIONAL 6" SS SURFACE CARRIER FOR SURFACE MOUNT (SM)

PRE-FABRICATED SHOWER UNIT DETAIL

| REVISIONS | | | |
|---|---|---|---|
| DATE | DESCRIPTION | DATE | DESCRIPTION |
| | | | |

HANSON
Hanson Professional Services Inc.
6675 Gate Parkway West, S-204
Jacksonville, Florida 32216-3685
C.A. 7961 Offices Nationwide
Engineer of Record
Dustin Hanson, P.E.
License No. 85304

CITY OF Atlantic Beach - Florida

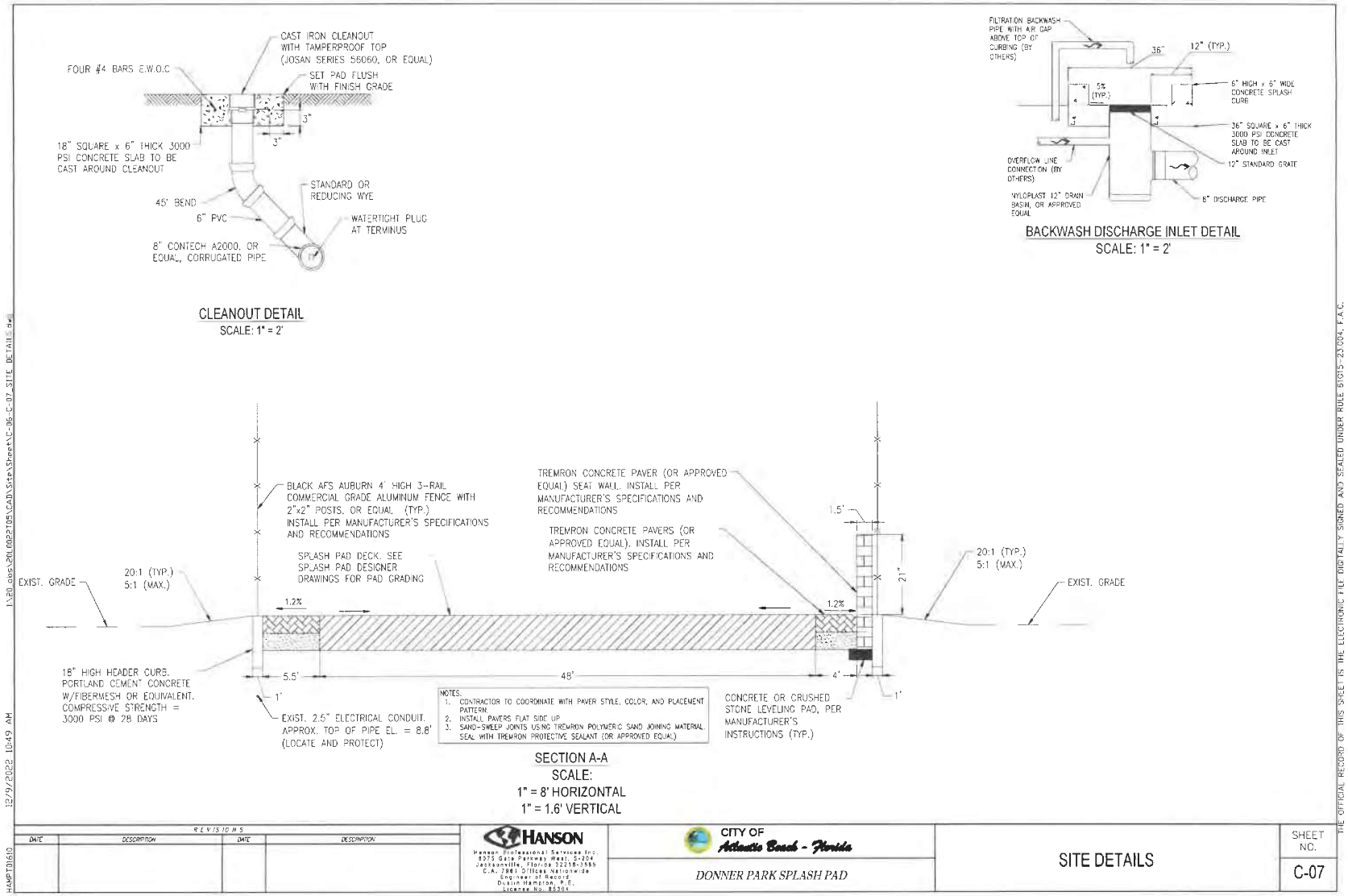
DONNER PARK SPLASH PAD

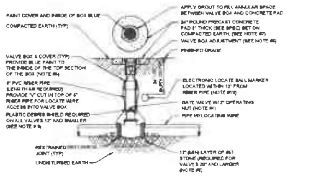
SITE DETAILS

SHEET NO. C-06

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CAST IRON CLEANOUT WITH TAMPERPROOF TOP (JOSAN SERIES 56060, OR EQUAL)
FOUR #4 BARS E.W.O.C
SET PAD FLUSH WITH FINISH GRADE
3"
3"
18" SQUARE x 6" THICK 3000 PSI CONCRETE SLAB TO BE CAST AROUND CLEANOUT
STANDARD OR REDUCING WYE
45° BEND
6" PVC
WATERTIGHT PLUG AT TERMINUS
8" CONTECH A2000, OR EQUAL, CORRUGATED PIPE
CLEANOUT DETAIL
SCALE: 1" = 2'
FILTRATION BACKWASH PIPE WITH AIR GAP ABOVE TOP OF CURBING (BY OTHERS)
36"
12" (TYP.)
5% (TYP.)
6" HIGH x 6" WIDE CONCRETE SPLASH CURB
36" SQUARE x 6" THICK 3000 PSI CONCRETE SLAB TO BE CAST AROUND INLET
12" STANDARD GRATE
OVERFLOW LINE CONNECTION (BY OTHERS)
NYLOPLAST 12" DRAIN BASIN, OR APPROVED EQUAL
6" DISCHARGE PIPE
BACKWASH DISCHARGE INLET DETAIL
SCALE: 1" = 2'
BLACK AFS AUBURN 4' HIGH 3-RAIL COMMERCIAL GRADE ALUMINUM FENCE WITH 2"x2" POSTS, OR EQUAL (TYP.) INSTALL PER MANUFACTURER'S SPECIFICATIONS AND RECOMMENDATIONS
TREMRON CONCRETE PAVER (OR APPROVED EQUAL) SEAT WALL. INSTALL PER MANUFACTURER'S SPECIFICATIONS AND RECOMMENDATIONS
TREMRON CONCRETE PAVERS (OR APPROVED EQUAL). INSTALL PER MANUFACTURER'S SPECIFICATIONS AND RECOMMENDATIONS
SPLASH PAD DECK. SEE SPLASH PAD DESIGNER DRAWINGS FOR PAD GRADING
EXIST. GRADE
20:1 (TYP.) 5:1 (MAX.)
1.2%
1.5'
21"
20:1 (TYP.) 5:1 (MAX.)
EXIST. GRADE
18" HIGH HEADER CURB. PORTLAND CEMENT CONCRETE W/FIBERMESH OR EQUIVALENT. COMPRESSIVE STRENGTH = 3000 PSI @ 28 DAYS
5.5'
48'
4'
1'
1'
EXIST. 2.5" ELECTRICAL CONDUIT. APPROX. TOP OF PIPE EL. = 8.8' (LOCATE AND PROTECT)
NOTES.
1. CONTRACTOR TO COORDINATE WITH PAVER STYLE, COLOR, AND PLACEMENT PATTERN
2. INSTALL PAVERS FLAT SIDE UP
3. SAND-SWEEP JOINTS USING TREMRON POLYMERIC SAND JOINING MATERIAL. SEAL WITH TREMRON PROTECTIVE SEALANT (OR APPROVED EQUAL)
CONCRETE OR CRUSHED STONE LEVELING PAD, PER MANUFACTURER'S INSTRUCTIONS (TYP.)
SECTION A-A
SCALE:
1" = 8' HORIZONTAL
1" = 1.6' VERTICAL
REVISIONS
DATE
DESCRIPTION
DATE
DESCRIPTION
HANSON
Hanson Professional Services Inc.
8375 Gate Parkway West, S-204
Jacksonville, Florida 32216-3385
C.A. 7961 Offices Nationwide
Engineer of Record
Dustin Hampton, P.E.
License No. 85304
CITY OF Atlantic Beach - Florida
DONNER PARK SPLASH PAD
SITE DETAILS
SHEET NO.
C-07
HAMPTON610
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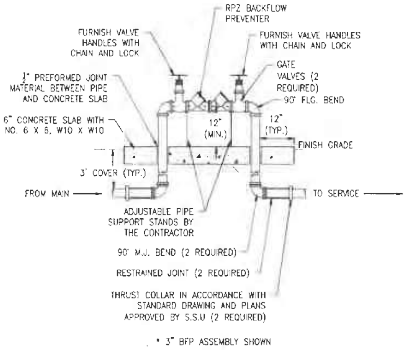

NOTES

FOR NEW TIE LOCATIONS, A PRECAST CONCRETE VALVE PAD SHALL BE PROVIDED AND INSTALLED FLUSH WITH GRADE. CONCRETE PADS ARE NOT REQUIRED FOR VALVE LOCATIONS WITH ASPHALT PAVING OR AS DIRECTED BY THE ENGINEER.

LOCATING WIRE IS REQUIRED ON ALL PVC MAIN PIPING.

1. A "V" CUT SHALL BE CAST INTO THE TOP OF THE CONCRETE VALVE PAD AND ALL PAINTED BLUE.
2. VALVE BOX AND COVER SHALL BE PAINTED BLUE INSIDE AND AT EXPOSED AREAS.
3. IN PAVED AREAS INSTALL VALVE AT A DEPTH TO ALLOW 1'-6" MIN DISTANCE BETWEEN THE VALVE COVER PLATE AND THE TOP OF THE VALVE OPERATING NUT. IN UNPAVED AREAS, BURY VALVE AT A DEPTH TO ALLOW A MINIMUM CLEARANCE BETWEEN THE VALVE TOP AND THE TOP OF THE VALVE OPERATING NUT. EXTRA LONG EXTENSION STEMS SHALL BE PROVIDED WHERE APPLICABLE SO THAT THE OPERATING NUT WILL BE NO MORE THAN 3'-6" BELOW FINISHED GRADE.
4. FOR NEW CONSTRUCTION THE VALVE BOX SHALL BE ADJUSTED TO ACHIEVE TO ALLOW FOR FUTURE ROAD ADJUSTMENTS. ROUTE LOCATOR WIRES THRU 2" VENT IN THE TOP OF THE 8" RISER PIPE FOR LOCATE WIRE ACCESS AT VALVE BOX. THE LOCATE WIRE EXTRA LONG PIG TAIL AT THE TOP SHALL BE CONNECTED TOGETHER WITH A WIRE NUT.
5. WHERE EXISTING PIPING AND VALVES ARE "WATER", THE NEW CONNECTION AND PIPING OF DIFFERENT MATERIAL SHALL BE TYPE PROVIDE A DOUBLE RESTRAINED GASKET AND ATTACH THE START RATE WIRE BOND TAG TO THE END OF THE LOCATE WIRE. TAGS ARE NOT REQUIRED ON VALVES WITH ALLIED CAST IRON VALVE BOXES.
6. IN LIEU OF THE CAST CONCRETE PAD, A 3' THICK 24" SQUARE OR ROUND PRECAST CONCRETE PAD W/ 2" REBAR AROUND PERIMETER MAY BE USED.
7. GRAVEL SHALL BE PROVIDED UNDER ALL ALL ITEMS OF MISCELLANEOUS THE MINIMUM VERTICAL CLEARANCE OF 6" BELOW THE VALVE OPERATING NUT. THIS SHALL BE THE OVERALL HEIGHT OF THE VALVE.
8. FOR ALL 12" & LESS VALVES SHALL BE PROVIDED A WHITE OR BLACK PLASTIC DEBRIS SHIELD WHICH SHALL BE PLACED ON THE OPERATING NUT. THIS SHIELD SHALL COVER THE PENTAGON NUT BELOW THE UPPER DISC BUT INCORPORATE AN EXTENSION. SHIELD SHALL BE BY "MC BOX-UP OR APPROVED EQUAL.
9. ALL VALVES SHALL BE INSTALLED WITH AN ELECTRONIC LOCATE MARKER. WARNING SHALL BE AT LEAST 3 FEET BELOW GRADE AND BE PLACED DIRECTLY ABOVE THE PIPE.

## WATER VALVE INSTALLATION DETAIL




* 3" BFP ASSEMBLY SHOWN

## RPZ BACKFLOW PREVENTER ASSEMBLY
SCALE: 1" = 3'

## HORIZONTAL & VERTICAL SEPARATION REQUIREMENTS

PROPOSED UTILITY

| COMPLETE/EXISTING UTILITY | POTABLE WATER | | | WASTEWATER GRAVITY AND FORCE MAIN | | | RECLAIMED WATER | | | VACUUM SEWERS | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | HORIZ. | VERT. | JOINT SPACING | HORIZ. | VERT. | JOINT SPACING | HORIZ. | VERT. | JOINT SPACING | HORIZ. | VERT. | JOINT SPACING |
| POTABLE WATER | 3' NOTE 1 | 12" | 7' NOTE 3 | 6' IN 10' | 12" NOTE 1 | 6' NOTE 3 | 3' | 12" | 7' NOTE 3 | 3' IN 10' | 12" | 7' NOTE 3 |
| RECLAIMED WATER | 3' | 12" | 6' NOTE 3 | 3' NOTE 1 | 12" | 3' NOTE 3 | 3' | 12" | 7' NOTE 3 | 7' NOTE 1 | 12" | 7' NOTE 3 |
| WASTEWATER GRAVITY AND FORCE MAIN | 6' IN 10' | 12" | 6' NOTE 3 | 3' NOTE 1 | 12" | 6' | 3' NOTE 1 | 12" | 7' NOTE 3 | 7' NOTE 1 | 12" | 7' NOTE 3 |
| VACUUM SEWERS | 3' IN 10' | 12" | 7' NOTE 3 | 7' NOTE 1 | 12" | 7' | 3' NOTE 1 | 12" | 7' NOTE 3 | 7' NOTE 1 | 12" | 7' NOTE 3 |
| RIGHT OF WAYS | 3' NOTE 1 | NR | NR | 3' NOTE 1 | NR | NR | 3' NOTE 1 | NR | NR | 3' NOTE 1 | NR | NR |
| PERMANENT STRUCTURES (BUILDINGS SIGNS POLES ETC.) | SEE NOTE 5 | NR | NR | SEE NOTE 5 | NR | NR | SEE NOTE 5 | NR | NR | SEE NOTE 5 | NR | NR |
| STORM SEWERS | 3' NOTE 1 | 12" | 7' NOTE 3 | 3' NOTE 1 | 12" | 6' NOTE 3 | 3' NOTE 1 | 12" | 7' NOTE 3 | 7' NOTE 1 | 12" | 7' NOTE 3 |
| GAS | 3' NOTE 1 | 12" | 7' NOTE 3 | 3' NOTE 1 | 12" | 7' NOTE 3 | 3' NOTE 1 | 12" | 7' NOTE 3 | 3' NOTE 1 | 12" | 7' NOTE 3 |
| TREES | 3'-0" NOTE 6 | NR | NR | 3'-0" NOTE 6 | NR | NR | 3'-0" NOTE 6 | NR | NR | 3'-0" NOTE 6 | NR | NR |
| ALL OTHER UTILITIES | 3' NOTE 1 | 12" | 7' NOTE 3 | 3' NOTE 1 | 12" | 6' NOTE 3 | 3' NOTE 1 | 12" | 7' NOTE 3 | 7' NOTE 1 | 12" | 7' NOTE 3 |

NOTES

THIS SEPARATION REQUIREMENT IS TO PROVIDE ATTENUITY (FOR CLARITY TEXAS AND MAINTENANCE. THERE ARE FIVE (5) ADDITIONAL SEPARATIONS DUE TO THE ADDITIONAL DEPTH OF 1'-0" FOR EVERY FOOT OF DEPTH OVER 5'-0". FOR PIPES THAT ARE LESS IT SHALL BE CENTER TO CENTER. FOR EXAMPLE, A 10" FORCE MAIN WOULD BE 5'-0" + 5'-0" = 10'-0".

1. THE MINIMUM JOINT SPACING SHOWN IS FOR THE PIPE SIZES IN CLOTH PIPE. STEEL LINER MAINS HAVE A MINIMUM OF 6' SEPARATION.
2. DIRT WALLS SHALL BE MAINTAINED BETWEEN TRENCHES OF PIPE TO OUTSIDE OF PIPE.
3. NO WATER PIPE SHALL PASS THROUGH OR COME INTO CONTACT WITH ANY PART OF MANHOLE OF STORM WATER INLET OR STRUCTURES.
4. WATER MAINS SHOULD CROSS ABOVE OTHER PIPES WHENEVER POSSIBLE. WHERE WATER MAINS MUST BE BELOW OTHER UTILITY PIPING, THE MINIMUM SEPARATION SHALL BE 12 INCHES.
5. REFER TO APPLICABLE SECTION 300 IN 4.1.1.
6. SEE SECTION 300 IN 4.1.1 FOR MINIMUM SEPARATION REQUIREMENTS FROM TREES TO STRUCTURES.

## SEPARATION REQUIREMENTS FOR WATER, WASTEWATER AND RECLAIMED WATER MAINS

| REVISIONS | | | |
|---|---|---|---|
| DATE | DESCRIPTION | DATE | DESCRIPTION |
| | | | |

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8075 Gate Parkway West, G-204
Jacksonville, Florida 32216-2685
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Engineer of Record
Dustin Hanson, P.E.
License No. 85324

CITY OF Atlantic Beach - Florida

DONNER PARK SPLASH PAD

UTILITY DETAILS

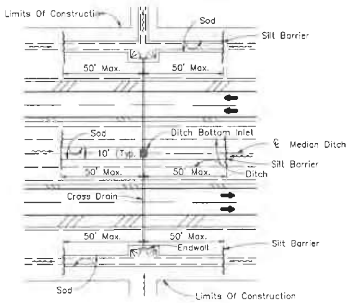
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HAMPTON612

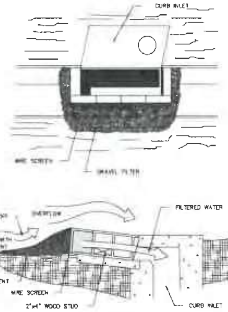
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1. THE CONTRACTOR IS RESPONSIBLE FOR REMOVING SILT FROM SITE IF NOT REUSABLE ON-SITE AND ASSURING PLAN ALIGNMENT AND GRADE IN ALL DITCHES AND SWALES AT COMPLETION OF CONSTRUCTION.
2. THE SITE CONTRACTOR IS RESPONSIBLE FOR REMOVING THE TEMPORARY EROSION AND SEDIMENT CONTROL DEVICES AFTER COMPLETION OF CONSTRUCTION AND ONLY WHEN AREAS HAVE BEEN STABILIZED.
3. ADDITIONAL PROTECTION – ON-SITE PROTECTION IN ADDITION TO THE ABOVE MUST BE PROVIDED THAT WILL NOT PERMIT SILT TO LEAVE THE PROJECT CONFINES DUE TO UNSEEN CONDITIONS OR ACCIDENTS.
4. CONTRACTOR SHALL INSURE THAT ALL DRAINAGE STRUCTURES, PIPES, ETC. ARE CLEANED OUT AND WORKING PROPERLY AT TIME OF ACCEPTANCE.
5. WIRE MESH SHALL BE LAID OVER THE DROP INLET SO THAT THE WIRE EXTENDS A MINIMUM OF 1 FOOT BEYOND EACH SIDE OF THE INLET STRUCTURE. HARDWARE CLOTH OR COMPARABLE WIRE MESH WITH 1/2-INCH OPENINGS SHALL BE USED. IF MORE THAN ONE STRIP OF MESH IS NECESSARY, THE STRIPS SHALL BE OVERLAPPED.
6. FDOT NO. 57 COARSE AGGREGATE SHALL BE PLACED OVER THE WIRE MESH AS INDICATED IN D-903. THE DEPTH OF STONE SHALL BE AT LEAST 12 INCHES OVER THE ENTIRE INLET OPENING. THE STONE SHALL EXTEND BEYOND THE INLET OPENING AT LEAST 18 INCHES ON ALL SIDES.
7. IF THE STONE FILTER BECOMES CLOGGED WITH SEDIMENT SO THAT IT NO LONGER ADEQUATELY PERFORMS ITS FUNCTION, THE STONES MUST BE PULLED AWAY FROM THE INLET, CLEANED AND REPLACED.
8. THE FILTER BARRIER SHALL BE ENTRENCHED AND BACKFILLED. A TRENCH SHALL BE EXCAVATED TO A MINIMUM DEPTH OF 8 INCHES. THE EXCAVATED SOIL SHALL BE BACKFILLED AND COMPACTED AGAINST THE FILTER BARRIER.
9. NECESSARY REPAIRS TO BARRIERS SHALL BE ACCOMPLISHED PROMPTLY.
10. SILT FENCES AND FILTER BARRIERS SHALL BE INSPECTED IMMEDIATELY AFTER EACH RAINFALL AND AT LEAST DAILY DURING PROLONGED RAINFALL. ANY REQUIRED REPAIRS SHALL BE MADE IMMEDIATELY.
11. SHOULD THE FABRIC ON A SILT FENCE OR FILTER BARRIER DECOMPOSE, OR BECOME INEFFECTIVE PRIOR TO THE END OF THE EXPECTED USABLE LIFE AND THE BARRIER STILL BE NECESSARY, THE FABRIC SHALL BE REPLACED PROMPTLY.
12. SEDIMENT DEPOSITS SHOULD BE REMOVED AFTER EACH STORM EVENT. THEY MUST BE REMOVED WHEN DEPOSITS REACH APPROXIMATELY ONE-THIRD THE HEIGHT OF THE BARRIER.
13. ANY SEDIMENT DEPOSITS REMAINING IN PLACE AFTER THE SILT FENCE OR FILTER BARRIER IS NO LONGER REQUIRED, SHALL BE DRESSED TO CONFORM WITH THE EXISTING GRADE, PREPARED AND SODDED.
14. THE STRUCTURE SHALL BE INSPECTED AFTER EACH RAIN AND REPAIRS MADE AS NEEDED.
15. SEDIMENT SHALL BE REMOVED AND THE TRAP RESTORED TO ITS ORIGINAL DIMENSIONS WHEN THE SEDIMENT HAS ACCUMULATED TO 1/3 THE DESIGN DEPTH OF THE TRAP. REMOVED SEDIMENT SHALL BE DEPOSITED IN A SUITABLE AREA AND IN SUCH A MANNER THAT IT WILL NOT ERODE.
16. THE CONTRACTOR IS RESPONSIBLE FOR FOLLOWING THE BEST EROSION AND SEDIMENT CONTROL PRACTICES AS OUTLINED IN THE PLANS, SPECIFICATIONS AND ST. JOHNS RIVER WATER MANAGEMENT DISTRICT SPECIFICATIONS AND CRITERIA.
17. FOR ADDITIONAL INFORMATION ON SEDIMENT AND EROSION CONTROL, REFER TO "EROSION AND SEDIMENT CONTROL DESIGNER AND REVIEWER MANUAL" BY THE FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) AND THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (FDEP).
18. EROSION AND SEDIMENT CONTROL BARRIERS SHALL BE PLACED ADJACENT TO ALL WETLAND AREAS WHERE THERE IS POTENTIAL FOR DOWNSTREAM WATER QUALITY DEGRADATION. SEE DETAIL SHEET FOR TYPICAL CONSTRUCTION.
19. ALL DISTURBED AREAS SHALL BE GRASSED, FERTILIZED, MULCHED AND MAINTAINED UNTIL A PERMANENT VEGETATIVE COVER IS ESTABLISHED.
20. SOD SHALL BE PLACED IN AREAS WHICH MAY REQUIRE IMMEDIATE EROSION PROTECTION TO ENSURE WATER QUALITY STANDARDS ARE MAINTAINED.
21. ANY DISCHARGE FROM DEWATERING ACTIVITY SHALL BE FILTERED AND CONVEYED TO THE OUTFALL IN A MANNER WHICH PREVENTS EROSION AND TRANSPORTATION OF SUSPENDED SOLIDS TO THE RECEIVING OUTFALL.
22. DEWATERING PUMPS SHALL NOT EXCEED THE CAPACITY OF THAT WHICH REQUIRES A CONSUMPTIVE USE PERMIT FROM THE ST. JOHNS RIVER WATER MANAGEMENT DISTRICT.
23. ALL DISTURBED AREAS TO BE STABILIZED THROUGH COMPACTION, SILT SCREENS, AND GRASSING. ALL FILL SLOPES 3:1 OR STEEPER TO RECEIVE STAKED SOLID SOD.
24. ALL DEWATERING, EROSION, AND SEDIMENT CONTROL TO REMAIN IN PLACE AFTER COMPLETION OF CONSTRUCTION AND REMOVED ONLY WHEN AREAS HAVE STABILIZED.
25. THIS PLAN INDICATES THE MINIMUM EROSION AND SEDIMENT MEASURES REQUIRED FOR THIS PROJECT. THE CONTRACTOR IS RESPONSIBLE FOR MEETING ALL APPLICABLE RULES, REGULATIONS AND WATER QUALITY GUIDELINES AND MAY NEED TO INSTALL ADDITIONAL CONTROLS.
26. THE CONTRACTOR SHALL BE REQUIRED TO RESPOND TO ALL WATER MANAGEMENT DISTRICT INQUIRIES RELATIVE TO COMPLIANCE OF SURFACE WATER FOR EROSION AND SEDIMENTATION CONTROL. THE COST OF THIS COMPLIANCE SHALL BE PART OF THE CONTRACT.




DITCH INSTALLATIONS AT DRAINAGE STRUCTURES

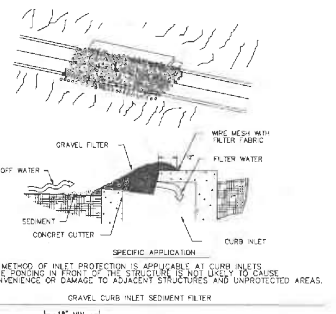



SPECIFIC APPLICATION

THIS METHOD OF INLET PROTECTION IS APPLICABLE AT CURB INLETS WHERE AN OVERFLOW CAPACITY IS NECESSARY TO PREVENT EXCESSIVE PONDING IN FRONT OF THE STRUCTURE.

BLOCK & GRAVEL CURB INLET SEDIMENT FILTER

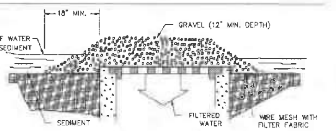
N.T.S.




SPECIFIC APPLICATION

THIS METHOD OF INLET PROTECTION IS APPLICABLE AT CURB INLETS WHERE PONDING IN FRONT OF THE STRUCTURE IS NOT LIKELY TO CAUSE INCONVENIENCE OR DAMAGE TO ADJACENT STRUCTURES AND UNPROTECTED AREAS.

GRAVEL CURB INLET SEDIMENT FILTER



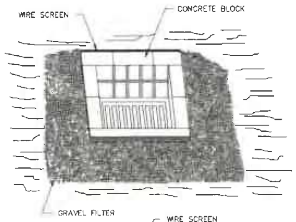

SPECIFIC APPLICATION

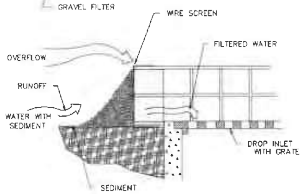
THIS METHOD OF INLET PROTECTION IS APPLICABLE WHERE HEAVY CONCENTRATED FLOWS ARE EXPECTED, BUT NOT WHERE PONDING AROUND THE STRUCTURE MIGHT CAUSE EXCESSIVE INCONVENIENCE OR DAMAGE TO ADJACENT STRUCTURES AND UNPROTECTED AREAS.

GRAVEL AND WIRE MESH DROP INLET SEDIMENT FILTER

GRAVEL INLET SEDIMENT TRAP

N.T.S.




SPECIFIC APPLICATION

THIS METHOD OF INLET PROTECTION IS APPLICABLE WHERE HEAVY FLOWS ARE EXPECTED AND WHERE AN OVERFLOW CAPACITY IS NECESSARY TO PREVENT EXCESSIVE PONDING AROUND THE STRUCTURE.

BLOCK & GRAVEL DROP INLET SEDIMENT FILTER

N.T.S.

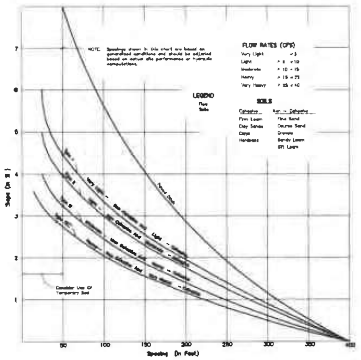
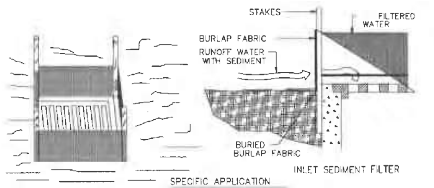



CHART 1

RECOMMENDED SPACING FOR TYPE III AND TYPE IV SILT FENCES

SPACING RECOMMENDATION FOR SILT FENCES

N.T.S.




SPECIFIC APPLICATION

THIS METHOD OF INLET PROTECTION IS APPLICABLE WHERE THE INLET DRAINS A RELATIVELY FLAT AREA (SLOPES NO GREATER THAN 5 PERCENT) WHERE SHEET OR OVERLAND FLOWS (NOT EXCEEDING 0.5 cfs) ARE TYPICAL. THE METHOD SHALL NOT APPLY TO INLETS RECEIVING CONCENTRATED FLOWS, SUCH AS IN STREET OR HIGHWAY MEDIANS.

DROP INLET SEDIMENT FILTER

N.T.S.

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| DATE | DESCRIPTION | DATE | DESCRIPTION |

HANSON
Hanson Professional Services Inc.
8075 Gate Parkway West, S-204
Jacksonville, Florida 32216-2685
C.A. 7561 Offices Nationwide
Engineer of Record
Dustin Hampton, P.E.
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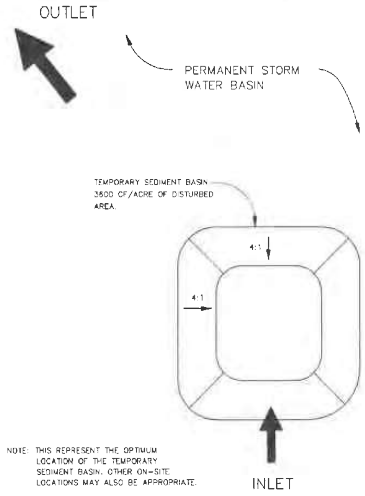
CITY OF Atlantic Beach - Florida

DONNER PARK SPLASH PAD

EROSION CONTROL DETAILS

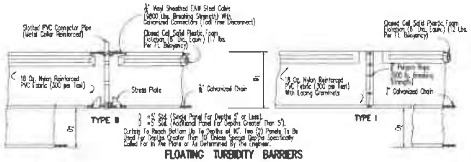
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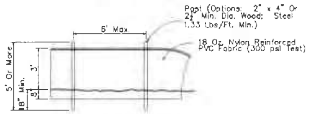



NOTE: THIS REPRESENT THE OPTIMUM LOCATION OF THE TEMPORARY SEDIMENT BASIN. OTHER ON-SITE LOCATIONS MAY ALSO BE APPROPRIATE.

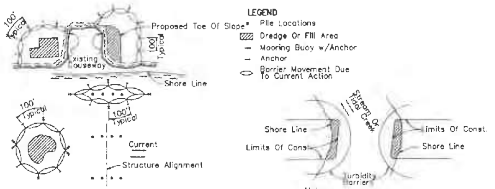
**TEMPORARY SEDIMENT BASIN**
N.T.S.




**FLOATING TURBIDITY BARRIERS**




**STAKED TURBIDITY BARRIER**



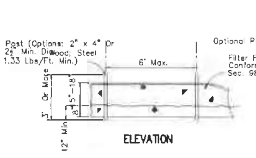

LEGEND
- Pile Locations
- Dredge Or Fill Area
- Mooring Buoy w/Anchor
- Anchor
- Barrier Movement Due To Current Action

NOTES:
1. Turbidity barriers are to be used in all permanent bodies of water regardless of water depth.
2. Number and spacing of anchors dependent on current velocities
3. Deployment of barrier around pile locations may vary to accommodate construction operations.
4. Navigation may require segmenting barrier during construction operations.

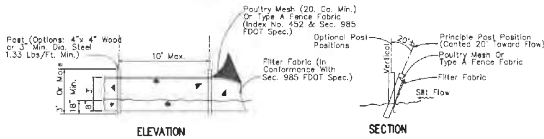
Note: Turbidity barriers for flowing streams and tidal creeks may be either floating or staked types or any combinations of types that will suit site conditions and meet erosion control and water quality requirements. The barrier type(s) will be at the contractors option unless otherwise specified in the plans. However, segments will be of the same type throughout. Where the plans call for "Floating Turbidity Barrier and/or Staked Turbidity Barrier." Posts in staked turbidity barriers to be installed in vertical position unless otherwise directed by the Engineer.

**TURBIDITY BARRIER APPLICATIONS**

**TURBIDITY BARRIERS**
N.T.S.

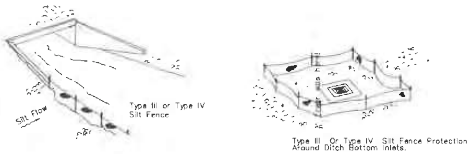



**TYPE III SILT FENCE**




Note: Silt Fence to be paid for under the contract unit price for Staked Silt Fence (LF).

**TYPE IV SILT FENCE**



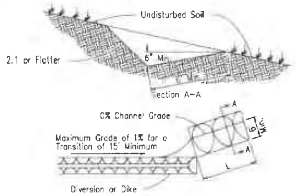

Do not deploy in a manner that silt fences will act as a dam across permanent flowing watercourses. Silt fences are to be used at upland locations only. Turbidity barriers used at permanent bodies of water.

**SILT FENCE APPLICATIONS**

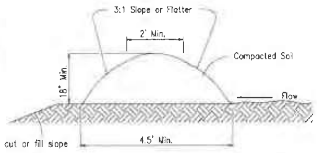



Note: Spacing for Type III Fence to be in accordance with Chart II, Plate D-906 and ditch installations at drainage structures above.

**SILT FENCE TYPE III & IV**
N.T.S.




LEVEL SPREADER




TEMPORARY DIVERSION DIKE

**DIVERSION DIKE**
N.T.S.

| REVISIONS | | | |
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Dustin Hampton, P.E.
License No. 85104

CITY OF Atlantic Beach - Florida

DONNER PARK SPLASH PAD

EROSION CONTROL DETAILS

SHEET NO. C-10

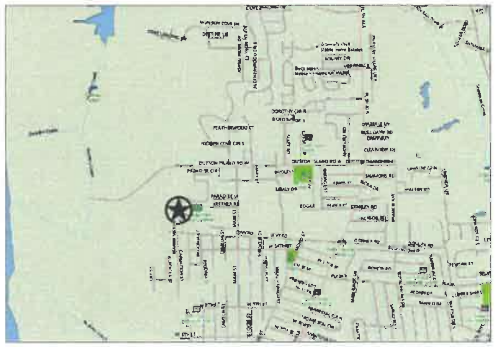
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# SPLASH PAD
# CONSTRUCTION PLANS
FOR
# DONNER PARK
ATLANTIC BEACH, FL



VICINITY MAP



LOCATION MAP
2072 GEORGE STREET
ATLANTIC BEACH, FL, 322331
DUVAL COUNTY

PREPARED BY:

FLORIDA C.A. # 28177
4337 PABLO OAKS CT., SUITE #101
JACKSONVILLE, FL 32224
PH 904-223-9773 FX 866-832-9236
www.wetengineering.net
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11/2022
HEATHER W. BAXTER P.E.
LICENSE # 94671

FSPA
Florida Swimming Pool Association
IAAPA
MEMBER

| NO. | REVISION/ISSUE | DATE |
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4337 PABLO OAKS CT., SUITE #101
JACKSONVILLE, FL 32224
PH 904-223-9773 FX 866-832-9236
www.wetengineering.net
FL Certificate of Authority No. 28177

SPLASH PAD CONSTRUCTION PLANS DONNER PARK

COVER SHEET

DESIGNED BY: HWB
DRAWN BY: TCH
CHECKED BY: HWB

PROJECT: 22052
DATE: 11/22/22
SCALE: AS NOTED
SHEET: CV1.0

DO NOT SCALE PLANS. CONTRACTOR SHALL VERIFY ALL DIMENSIONS AND CONDITIONS AT THE JOB SITE AND SHALL REPORT ANY DISCREPANCIES TO THE ENGINEER BEFORE PROCEEDING WITH THE WORK.

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| | | | |
|---|---|---|---|
| ADJUSTABLE | ADJ. | HIGH DENSITY POLYETHYLENE | HDPE |
| APPROXIMATE | APPROX. | INSIDE DIAMETER | I.D. |
| AVENUE | AVE. | INVERT | INV. |
| BASE LINE | B | IRON PIPE | I.P. |
| BOX & COVER | B & C | IRON PIPE SIZE | I.P.S. |
| BOULEVARD | BLVD. | JOINT | JT. |
| BUTTERFLY VALVE | B.V. | LEFT | LT. |
| BENCH MARK | B.M. | MANUFACTURER | MANUF. |
| CAST IRON | C.I. | MAXIMUM | MAX. |
| CONTROL JOINT | C.J. | MECHANICAL | MECH |
| CENTERLINE | ℄ | METERED END SECTION | M.E.S. |
| CLEARANCE | CLR. | MANHOLE | M.H. |
| CLEANOUT | C.O. | MINIMUM | MIN. |
| CONCENTRIC | CON. | MALE IRON PIPE | M.I.P. |
| CONCRETE | CONC. | MECHANICAL JOINT | M.J. |
| CONSTRUCT | | MALE PIPE THREAD | M.P.T. |
| CONSTRUCTION | CONST. | NOT IN CONTRACT | N.I.C. |
| CHECK VALVE | C.V. | NUMBER | NO. |
| CENTERED | CTRD. | NOT TO SCALE | N.T.S. |
| DIAMETER | DIA. | NORMAL WATER LEVEL | N.W.L. |
| DUCTILE IRON | D.I. | ON CENTER | O.C. |
| DRIVEWAY | D/W | OUTSIDE DIAMETER | O.D. |
| EXPANSION JOINT | E.J. | PROPERTY LINE | P. |
| ELEVATION | EL. / ELEV. | PLUG VALVE | P.V. |
| EASEMENT | ESMT. | POLYVINYL CHLORIDE | PVC |
| EACH WAY | E.W. | REINFORCED CONCRETE PIPE | RCP |
| FIGURE | FIG. | REDUCER | RED. |
| FLANGE / FLANGED | F.L.G. | RECEIVED | RECD |
| FORCE MAIN | F.M. | REQUIRED | REQD. |
| FEMALE PIPE THREAD | F.P.T. | RIGHT | RT. |
| FEET | FT. | RIGHT-OF-WAY | R/W |
| GALVANIZED | GALV | STANDARD DIMENSIONAL RATIO | SDR |
| GALLONS PER MINUTE | GPM | STAINLESS STEEL | S.S. |
| GATE VALVE | G.V. | STORM SEWER | ST. |
| HOSE BIBB | HB | STATION | STA. |
| | | STEEL | STL. |
| | | SIDE WALK | SW |
| | | STATIC WATER LEVEL | S.W.L. |
| | | TOTAL DYNAMIC HEAD | T.D.H. |
| | | TYPICAL | TYP. |
| | | UNLESS OTHERWISE NOTED | U.O.N. |
| | | WITH | W/ |
| | | WATER LEVEL | W.L. |
| | | WATER METER | W.M. |

## ABBREVIATIONS

- ACCELERATOR PIPE
- AIR PIPE
- BACKWASH PIPE
- DRAIN PIPE
- EQUALIZER PIPE
- FEATURE PIPE
- GUTTER PIPE
- RETURN PIPE
- RETURN THERAPY PIPE
- SANITARY SEWER PIPE
- SKIMMER PIPE
- STORM SEWER PIPE
- SUCTION PIPE
- THERAPY AIR PIPE
- UNDERDRAIN PIPE
- VACUUM PIPE
- WATER PIPE
- REDUCER
- EROSION CONTROL
- FENCE LINE

EXISTING CONCRETE OR WOOD POWER POLE

EXISTING SPOT ELEVATION

NEW SPOT ELEVATION

ELEVATION REFERENCE

KEY GEOMETRY POINT

SECTION OR DETAIL VIEW

DENOTES SECTION / LETTER OR DETAIL NUMBER

DENOTES PAGE NUMBER WHERE SECTION OR DETAIL IS REFERENCED FROM

PLAN VIEW

DENOTES DETAIL NUMBER

DENOTES PAGE NUMBER WHERE DETAIL APPEARS

DENOTES SECTION NUMBER

DENOTES PAGE NUMBER WHERE SECTION APPEARS

## LEGEND

POOL SHELL IS TO BE CONSTRUCTED AS SHOWN ON THE STRUCTURAL DETAILS. FOR PAVER DECKS, TOP OF BEAM MUST BE CONSTRUCTED SUCH THAT THE COPING MANUFACTURER'S RECOMMENDED SETTING MORTAR THICKNESS IS NOT EXCEEDED. IN NO INSTANCE SHALL THE BEAM BE BUILT UP WITH MORTAR TO ACHIEVE THE NECESSARY DECK ELEVATION. IF BUILD-UP OF THE SHELL IS REQUIRED FOLLOWING INITIAL CONCRETE POUR/SHOOT, THE ENGINEER SHALL BE CONTACTED IMMEDIATELY TO COORDINATE A PROPER INSTALLATION.

CONSULT THE HARDSCAPE ARCHITECT'S PLANS AND SPECIFICATIONS FOR INSTALLATION OF COPING AND PAVERS AND EXPANSION JOINT MATERIAL AND LOCATIONS.

## IMPORTANT CONSTRUCTION NOTE

1. CONCRETE ADMIXTURE: POOL SHELL STRUCTURE SHALL BE OF SHOTCRETE CAST-IN-PLACE CONSTRUCTION. ALL CONCRETE MIX USED ON THE JOB SHALL INCLUDE XYPEX C-SERIES ADMIX OR APPROVED EQUAL. CONTRACTOR SHALL CONSULT WITH THE LOCAL XYPEX TECHNICAL REPRESENTATIVE FOR ASSISTANCE IN DETERMINING THE MOST APPROPRIATE ADMIX PRODUCT FOR THE JOB. WEATHER CONDITIONS, CONCRETE SPECIFICATIONS, ETC. MAY AFFECT THE ADMIX SPECIFICATION. PREPARE PRODUCT AND APPLY IN ACCORDANCE WITH MANUFACTURER'S INSTRUCTIONS.
2. COLD JOINTS: ALL COLD JOINTS SHALL BE TREATED WITH A SLURRY COAT OF XYPEX CONCENTRATE OR APPROVED EQUAL PRIOR TO THE SUCCESSIVE CONCRETE APPLICATION. PREPARE PRODUCT AND APPLY IN ACCORDANCE WITH MANUFACTURER'S INSTRUCTIONS. CONTACT THE LOCAL XYPEX REPRESENTATIVE FOR COORDINATION.
3. GROUT SEALER: SEALER SHALL BE APPLIED TO ALL GROUT LINES. SEALER PRODUCT INFORMATION SHALL BE SUBMITTED BY CONTRACTOR TO ARCHITECT AND ENGINEER FOR APPROVAL.
4. CONTRACTOR SHALL PROVIDE SUBMITTALS FOR ALL WATERPROOFING MATERIALS USED ON THE PROJECT.

## WATERPROOFING NOTES

POOL CONTRACTOR SHALL CONSULT THE GEOTECHNICAL INVESTIGATION PERFORMED FOR THE SITE. CONTRACTOR SHALL BE FAMILIAR WITH THE RECOMMENDATIONS INCLUDED WITH THE REPORT AND INCORPORATE THE RECOMMENDATIONS INTO CONSTRUCTION OF THE POOL(S) AS NECESSARY.

## GEOTECHNICAL NOTE

1. DEPTH MARKINGS SHALL BE IN ACCORDANCE WITH FLORIDA STATUTES SECTION 454.1.2.3.1 AND SHALL BE LOCATED AS FOLLOWS: WHEN CURB PROVIDED, ON INSIDE AND OUTSIDE OF TOP OF CURB. NO POOL CURB PROVIDED, ON INSIDE VERTICAL WALL AT OR ABOVE THE WATER LEVEL AND ON EDGE OF DECK WITHIN TWO FEET OF THE POOL WATER. WHEN OPEN-TYPE GUTTER DESIGNS USED, DEPTH MARKERS SHALL BE LOCATED ON BACK OF GUTTER WALL. MAXIMUM PERIMETER DISTANCE BETWEEN MARKINGS SHALL BE 25 FEET. CONTRACTOR SHALL VERIFY EXACT DEPTH PRIOR TO PLACING DEPTH MARKINGS. ALL DEPTH MARKINGS SHALL BE TILE. ALL MARKINGS INSTALLED ON HORIZONTAL SURFACES SHALL HAVE SLIP-RESISTANT FINISH. DEPTH MARKERS SHALL BE ACCURATE TO WITHIN THREE INCHES AT NORMAL OPERATING WATER LEVEL WHEN MEASURED THREE FEET FROM THE POOL WALL. DEPTH MARKINGS SHALL HAVE "FEET" AND "INCHES" OR "FT" AND "IN" AFTER THE NUMBERS. MARKINGS SHALL BE 4 INCHES HIGH (MIN.)
2. "NO DIVING" MARKINGS SHALL BE LOCATED ON TOP OF CURB RISER OR ON DECK WITHIN 2 FEET OF WATER AT LOCATIONS SHOWN. MAXIMUM PERIMETER DISTANCE BETWEEN MARKINGS SHALL BE 25 FEET. ALL MARKINGS INSTALLED ON HORIZONTAL SURFACES SHALL HAVE SLIP-RESISTANT FINISH. MARKINGS SHALL BE TILE AND SHALL HAVE 4 INCH LETTERS. A 6-INCH TILE WITH A 4-INCH OR LARGER RED, INTERNATIONAL "NO DIVING" SYMBOL MAY BE SUBSTITUTED FOR THE "NO DIVING" MARKINGS.
3. A SUN SHELF MUST HAVE A DARK CONTRASTING SLIP-RESISTANT TILE WARNING AT THE EDGE OF THE SHELF AND THE POOL WALL EXTENDING 4 INCHES FROM THE HORIZONTAL SHELF EDGE SURFACE. ADDITIONALLY, A 2 INCH CONTRASTING TILE LINE IS REQUIRED ON THE VERTICAL POOL WALL AT THE EDGE OF THE SHELF. WHEN THE EDGE OF A SUN SHELF USES STAIRS AS A TRANSITION, THE SUN SHELF EDGE TILE MARKINGS SHALL COMPLY WITH STEP EDGE REQUIREMENTS AS PROVIDED IN SECTION 454.1.2.3.3. WET DECK LOCATED DEPTH AND NO DIVING MARKERS SHALL BE PLACED EVERY 25 FEET OR LESS. IF THE VERTICAL DISTANCE BETWEEN THE COPING OR WET DECK AND THE SHELF FLOOR ADJACENT TO THE WALL IS 12 INCHES OR LESS, THESE MARKERS SHALL INDICATE THE WATER DEPTH OF THE SUN SHELF. WHERE VERTICAL DISTANCE BETWEEN THE COPING OR WET DECK AND THE SHELF FLOOR ADJACENT TO THE WALL IS MORE THAN 12 INCHES, "NO ENTRY" MARKERS SHALL BE PROVIDED IN THE DECK. WHEN THE SUN SHELF DOES NOT USE STAIRS AS A TRANSITION, DEPTH MARKERS OF THE ADJACENT POOL DEPTH AT THE SUN SHELF EDGE AND NO DIVE MARKERS SHALL BE PLACED ON THE SUN SHELF FLOOR, EVERY 10 FEET OR LESS, ALONG A LINE NO MORE THAN 1 FOOT BACK FROM THE EDGE OF THE SUN SHELF ABOVE THE DEEPER POOL.
4. PIPING RECOMMENDATION: SCH 40 PVC IS RECOMMENDED FOR PREVENTION OF CRACKING DUE TO SETTLING. OWNER MAY ELECT TO SUBSTITUTE SCH 40 METAL PIPE IF SHADED, EXCEPT ALL PIPING UNDER SUN SHELF REMAIN SCHEDULE PVC. ALL PIPING SHALL BE NSF-pw APPROVED. ANY PIPING EXPOSED TO SUNLIGHT SHALL BE COATED FOR UV PROTECTION. ALL EQUIPMENT COMING INTO CONTACT WITH POOL WATER TO BE CERTIFIED BY NSF OR BY THE MANUFACTURER TO BE LEAD-FREE.
5. POOL WASTE WATER SHALL BE DISCHARGED THROUGH AN AIR GAP, DISPOSAL FROM D.E. TYPE FILTERS SHALL BE ACCOMPLISHED THROUGH BACKWASH WITH DISPOSAL TO SANITARY SEWER, STORM SEWER, DRAINFIELDS, OR OTHER MEANS, IN ACCORDANCE WITH LOCAL REQUIREMENTS INCLUDING OBTAINING ALL LOCAL PERMITS.
6. A RINSE SHOWER SHALL BE PROVIDED ON OR NEAR THE POOL DECK WITHIN THE PERIMETER OF THE POOL FENCE (NOT REQUIRED FOR INDOOR POOLS). HOSE BIB WITH VACUUM BREAKER SHALL BE PROVIDED FOR DECK WASH DOWN.
7. POOL DECKS SHALL HAVE AN UNOBSTRUCTED AREA WITH A MINIMUM WIDTH OF 4 FEET AROUND THE PERIMETER OF THE POOL. DECKS SHALL BE CONSTRUCTED OF CONCRETE SLAB OR OTHER NON-ABSORBENT MATERIAL HAVING A SMOOTH SLIP RESISTANT SURFACE AND SHALL BE UNIFORMLY SLOPED AT A MINIMUM OF TWO PERCENT TO A MAXIMUM OF FOUR PERCENT AWAY FROM THE POOL OR TO DECK DRAINS TO PREVENT STANDING WATER. WHEN A CURB IS PROVIDED, THE DECK SHALL NOT BE MORE THAN 10" BELOW THE TOP OF THE CURB. TEXTURED DECK FINISHES THAT PROVIDE PITTING AND CREVICES OF MORE THAN 3/16" DEEP THAT ACCUMULATE SOIL ARE PROHIBITED.
8. OUTDOOR LIGHTING REQUIREMENT: IF NIGHT SWIMMING IS REQUIRED, OVER-HEAD LIGHTING SHALL PROVIDE A MINIMUM OF THREE FOOT CANDLES OF ILLUMINATION AT POOL WATER SURFACE AND POOL DECK SURFACE. UNDERWATER LIGHTING SHALL PROVIDE ONE-HALF WATT PER SQUARE FOOT OF WATER SURFACE AREA (OR THE EQUIVALENT). IF NO UNDERWATER LIGHTING IS INSTALLED, OVER-HEAD LIGHTING SHALL PROVIDE A MINIMUM OF FIFTEEN FOOT CANDLES.
9. ELECTRICAL EQUIPMENT WIRING AND INSTALLATION INCLUDING GROUNDING OF POOL COMPONENTS SHALL CONFORM TO THE NATIONAL ELECTRICAL CODE-LATEST.
10. CHEMICALS SHALL BE STORED IN A COOL, DRY, AND WELL-VENTILATED AREA UNDER A ROOF OR OTHER ENCLOSURE AND SHALL BE INACCESSIBLE TO THE PUBLIC.
11. GROUND HANDRAILS AND LADDERS WITH #8 COPPER GROUND WIRE IN ACCORDANCE WITH THE NATIONAL ELECTRIC CODE.
12. FLOORS AND WALLS SHALL BE WHITE OR LIGHT PASTEL IN COLOR. WRITTEN APPROVAL MUST BE OBTAINED FROM THE HEALTH DEPARTMENT PRIOR TO INSTALLATION OF ANY DESIGN OR LOGO ON POOL FLOOR OR WALLS.
13. GUTTER DRAIN SPACING SHALL NOT EXCEED 10 FT., FOR 2 IN. DRAINS OR 15 FT. FOR 2 1/2" IN. DRAINS. LIP OF GUTTER SHALL BE UNIFORMLY LEVEL WITH A MAXIMUM TOLERANCE OF ONE-FOURTH INCH BETWEEN THE HIGH AND LOW AREAS.
14. INLET'S SHALL BE DIRECTIONALLY ADJUSTABLE AND SHALL NOT PROTRUDE INTO THE POOL. MAXIMUM WALL INLET SPACING IS 20 FEET. WALL INLETS SHALL BE INSTALLED A MINIMUM OF 12 INCHES BELOW THE NORMAL OPERATING WATER LEVEL UNLESS PRECLUDED BY THE POOL DEPTH OR INTENDED FOR A SPECIFIC ACCEPTABLE PURPOSE.
15. RECIRCULATION EQUIPMENT TO BE HOUSED BY WEATHER PROOF, LOCKABLE ENCLOSURE WITH ADEQUATE CROSS VENTILATION. ACCESS SHALL MEASURE 9 X 8' (MIN.). ENCLOSURE SHALL INCLUDE LIGHT WHICH PROVIDES MIN. 30 FC ILLUMINATION.
16. MAIN DRAIN GRATES SHALL BE COMPLIANT WITH THE VIRGINIA GRAEME BAKER ACT AND IN ACCORDANCE WITH ASME A112.19.8-2007. MAIN DRAIN OUTLETS SHALL BE COVERED WITH A SECURED ORIENTING ANCHOR REQUIRES THE USE OF A TOOL TO REMOVE. DEPTH AT MAIN DRAIN SHALL NOT BE MORE THAN 3 INCHES GREATER THAN THE DEPTH SHOWN ON ADJACENT DEPTH MARKERS.
17. PRESSURE GAUGES SHALL HAVE 2" MIN. DIA. FACE WITH 0-60 PSI RANGE.
18. POOL AREA SHALL INCLUDE ONE SHEPHERD'S HOOK, WITH ONE-PIECE POLES (MIN. 16' LONG) AND ONE LIFESAVING RING (MIN. 18" DIA.) WITH SUFFICIENT ROPES ATTACHED TO REACH ALL PARTS OF THE POOL FROM THE DECK. POOLS GREATER THAN 50 FEET IN LENGTH SHALL HAVE MULTIPLE UNITS WITH AT LEAST ONE SHEPHERD'S HOOK AND ONE LIFE SAVING RING LOCATED ALONG EACH OF THE LONGER SIDES OF THE POOLS. SPA POOLS (UNDER 200 SQUARE FEET OF SURFACE AREA, AND INTERACTIVE WATER FEATURES OR WADING POOLS WITH TWO FEET OR LESS OF WATER DEPTH ARE EXEMPT FROM THIS REQUIREMENT.
19. THE FOLLOWING RULES SHALL BE POSTED AT OR NEAR POOLSIDE AND SHALL BE LEGIBLE FROM POOL DECK:
    (1) NO FOOD OR BEVERAGES IN THE POOL OR ON POOL WET DECK. COMMERCIALLY BOTTLED WATER IN PLASTIC BOTTLES IS ALLOWED ON THE POOL WET DECK FOR POOL PATRON HYDRATION.
    (2) NO GLASS OR ANIMALS IN THE FENCED POOL AREA (OR 50 FEET FROM UNFENCED POOL)
    (3) BATHING LOAD ___ PERSONS
    (4) POOL HOURS ___ A.M. TO ___ P.M.
    (5) SHOWER BEFORE ENTERING
    (6) DO NOT SWALLOW THE POOL WATER
    (7) POOL MAXIMUM DEPTH ___ FEET. (MUST BE IN 2-INCH LETTERS)
    (8) IF THE POOL INCLUDES A "SUN SHELF," MARKING "DROP OFF AT SUN SHELF EDGE IS __ A __ FEET DEEP" IN 4-INCH LETTERS (NOT REQUIRED WHERE SUN SHELF TRANSITIONS TO STEPS)
    (9) IF THE POOL INCLUDES A SUN SHELF, "DO NOT PLACE FURNITURE IN POOL."

    LETTERING FOR POOL RULES SIGN SHALL BE 1" HIGH (MIN.) UNLESS NOTED OTHERWISE. POOLS OF 200 SQUARE FEET IN AREA OR LESS (ATTACHED OR DETACHED SPAS) WELL CONFIGURATION SHALL HAVE NO LESS THAN 1-INCH LETTERS INCLUDED WITH THE ABOVE LISTED POOL RULES. ADDITIONAL RULES REQUIRED FOR INTERACTIVE WATER FEATURES: "DO NOT SWALLOW FOUNTAIN WATER. IT IS RECIRCULATED" AND "DO NOT USE FOUNTAIN IF YOU ARE ILL WITH DIARRHEA."
20. THERE SHALL BE NO PROVISION FOR DRINK OR FOOD SERVICE FACILITIES WITHIN 12' OF THE WATER'S EDGE.
21. EACH MAIN DRAIN SHALL INCLUDE INSTALLATION OF A HYDROSTATIC VALVE.
22. LADDERS SHALL BE OF THE CROSS-BRACED TYPE, BE CONSTRUCTED OF CORROSION RESISTANT MATERIALS AND BE SECURELY ANCHORED INTO THE POOL DECK. CLEARANCE BETWEEN LADDER AND POOL WALL SHALL BE BETWEEN THREE TO SIX INCHES. LADDERS SHALL EXTEND AT LEAST 36 INCHES ABOVE THE POOL DECK, THE TOP RUNG OF THE LADDER SHALL BE AT OR BELOW THE WATER LEVEL OR OPEN GUTTER POOLS AND NOT MORE THAN 12 INCHES BELOW THE DECK OR CURB TOP ON ALL OTHER TYPE POOLS.
23. COLLECTOR TANKS SHALL BE SIZED TO PROVIDE ONE MINUTE OF RESIDENCE TIME AT DESIGN FLOW.
24. CONTRACTOR TO VERIFY FINISHED POOL DECK ELEVATION AND COLLECTOR TANK SITE GRADE ARE EQUAL UNLESS OTHERWISE NOTED. IF THESE ELEVATIONS ARE NOT EQUAL CONTACT ENGINEER.
25. SANITARY FACILITIES SHALL HAVE OUTSIDE ACCESS DOOR WITH SIGNS GIVING DIRECTION TO ACCESS. REQUIRED IF ACCESS IS NOT VISIBLE FROM ANY PORTION OF THE POOL DECK. SIGNS SHALL HAVE LETTERS A MINIMUM OF 1" HIGH. SANITARY FACILITIES' FLOORS SHALL BE SLOPED TO A FLOOR DRAIN. INTERSECTION BETWEEN FLOORS AND WALLS SHALL BE COVED WHERE EITHER FLOOR OR WALL IS NOT MADE OF WATERPROOF MATERIALS SUCH AS TILE OR VINYL. FLOOR SHALL NOT CONTAIN POOR BATHS, CARPET OR CORK BOARDS. FLOORS SHALL BE CONSTRUCTED OF CONCRETE OR OTHER NONABSORBENT MATERIALS AND SHALL HAVE SMOOTH SLIP RESISTANT FINISH. A HOSE BIB WITH VACUUM BREAKER SHALL BE PROVIDED IN OR WITHIN 25 FEET OF EACH REST ROOM TO ALLOW FOR EASE OF CLEANING.
26. MINIMUM VERTICAL CLEARANCE ABOVE POOL AND DECK IS 7 FEET. MINIMUM HEIGHT OF BRIDGE OR OBSTRUCTION OVER POOL SHALL BE EIGHT FEET FROM BOTTOM OF POOL AND AT LEAST FOUR FEET ABOVE THE SURFACE OF THE POOL.
27. TWENTY PERCENT OF THIS DECK ALONG THE POOL PERIMETER MAY BE OBSTRUCTED PROVIDED ANY ONE OBSTRUCTION DOES NOT EXCEED TEN PERCENT OR TWENTY FEET, WHICHEVER IS LESS, IN ANY ONE AREA WHERE THE WATER DEPTH IS 5 FEET OR LESS. OBSTRUCTIONS SHALL HAVE WET DECK AREA BEHIND OR THROUGH THEM. WITH NEAR EDGE OF THE WALK WITHIN 15 FEET OF THE WATER. THESE OBSTRUCTIONS MUST BE PROTECTED BY A BARRIER OR MUST BE DESIGNED TO DISCOURAGE PATRON ACCESS. WHEN AN OBSTRUCTION EXISTS IN MULTIPLE AREAS AROUND THE POOL THE MINIMUM DISTANCE BETWEEN OBSTRUCTIONS SHALL BE FOUR FEET.

## POOL NOTES

28. TO EMPTY THE POOL FOR ANY REASON, THE HYDROSTATIC UPLIFT PRESSURE MUST BE ELIMINATED. THE OWNER MUST CONSULT A CONTRACTOR EXPERIENCED IN ELIMINATING UPLIFT PRESSURE. CONTRACTOR SHOULD CONSIDER INSTALLATION OF A GRAVEL BED WITH UNDERDRAIN PIPING SYSTEM IN AREAS WHERE GROUNDWATER COULD RESULT IN UPLIFT PRESSURES THAT COULD FLOAT POOL OUT OF THE GROUND.
29. OVERHEAD SERVICE WIRING SHALL NOT PASS WITHIN AN AREA EXTENDING 10 FEET HORIZONTALLY AWAY FROM THE INSIDE EDGE OF THE POOL WALLS, DIVING STRUCTURES, OBSERVATION STANDS, TOWERS AND PLATFORMS.
30. THE SWIMMING POOL BARRIER AND/OR ITS COMPLIANT SAFETY COMPONENTS SHALL BE IN PLACE PRIOR TO FILLING OF THE POOL.
31. CONTRACTOR IS RESPONSIBLE FOR ALL PIPE SUPPORTS AND HANGERS AS REQUIRED.
32. ALL POOL CHEMICALS TO BE NSF-60 CERTIFIED.
33. POOL PLANS HAVE BEEN DESIGNED IN ACCORDANCE WITH FL BUILDING CODE, 7TH EDITION (2020).
34. CONTRACTOR SHALL VERIFY AVAILABLE ELECTRICAL PHASE AND VOLTAGE PRIOR TO ORDERING POOL EQUIPMENT.

## POOL NOTES (CONT.)

1. CONTRACTOR SHALL VISIT THE SITE PRIOR TO BIDDING TO FAMILIARIZE HIMSELF WITH THE FIELD CONDITIONS.
2. IN ACCORDANCE WITH THE GENERAL CONDITIONS, IT SHALL BE THE SOLE RESPONSIBILITY OF THE CONTRACTOR TO LOCATE AND AVOID ALL UTILITIES, STRUCTURES AND OBSTRUCTIONS BOTH ABOVE AND BELOW THE GROUND SURFACE. ALL DAMAGE RESULTING FROM THE CONTRACTOR'S FAILURE TO COMPLY SHALL BE REPAIRED AT THE CONTRACTOR'S EXPENSE.
3. ALL AREAS DISTURBED DURING CONSTRUCTION SHALL BE GRASSED AND MULCHED ACCORDING TO THE SPECIFICATIONS, AS NECESSARY.
4. SHOULD THE SURFACE OR SUBSURFACE CONDITIONS VARY FROM WHAT IS SHOWN ON THESE PLANS, THE CONTRACTOR SHALL IMMEDIATELY NOTIFY THE ENGINEER.
5. CONTRACTOR IS RESPONSIBLE FOR THE CONTROL OF SEDIMENT-LADEN RUNOFF RESULTING FROM STORM EVENTS DURING THE CONSTRUCTION PHASE. EROSION CONTROL FACILITIES SHOULD BE INSTALLED EARLY DURING THE CONSTRUCTION PERIOD SO AS TO PREVENT THE TRANSPORT OF SEDIMENT INTO SURFACE WATERS. REVEGETATION AND STABILIZATION OF DISTURBED AREAS SHOULD BE ACCOMPLISHED AS SOON AS POSSIBLE TO REDUCE THE POTENTIAL FOR FURTHER SOIL EROSION.
6. PIPE JOINT DEFLECTION, WHERE REQUIRED, SHALL NOT EXCEED 50% OF THE MAXIMUM RECOMMENDED BY THE PIPE MANUFACTURER.
7. THE CONTRACTOR SHALL BE RESPONSIBLE FOR INSURING THAT ALL PERMITS FOR CONSTRUCTION HAVE BEEN OBTAINED. THESE PERMITS SHALL INCLUDE, BUT NOT BE LIMITED TO, COUNTY BUILDING DEPARTMENT OR FLORIDA DEPT. OF HEALTH.
8. A HORIZONTAL SEPARATION OF 6-FEET (MIN.) SHALL BE MAINTAINED BETWEEN PARALLEL WATER AND SEWER LINES, WHERE WATER AND SEWER LINES CROSS, 12-INCHES OF VERTICAL CLEARANCE SHALL BE MAINTAINED. WHERE WATER AND SEWER LINES CROSS AND 12" CAN NOT BE MAINTAINED, A 20-LF. SECTION OF DUCTILE IRON OR PVC PIPE SHALL BE CENTERED AT THE POINT OF CROSSING. THIS SITUATION MAY OR MAY NOT BE NOTED ON THE DESIGN DRAWINGS IN EACH CASE. ANY DEVIATIONS FROM THESE MINIMUMS MUST BE APPROVED IN WRITING BY THE ENGINEER.
9. WATER SUPPLY FACILITIES AND PIPES SHALL BE INSTALLED, CLEANED, DISINFECTED AND BACTERIOLOGICALLY CLEARED FOR SERVICE IN ACCORDANCE WITH THE LATEST APPLICABLE AWWA STANDARDS AND FDEP RULES.
10. ALL UNDERGROUND UTILITY COMPANIES SHALL BE CONTACTED AT LEAST 48 HOURS PRIOR TO COMMENCING CONSTRUCTION.
11. PIPING SHALL BE PRESSURE TESTED PRIOR TO COVER. RETURN PIPING SHALL BE TESTED AT 50 PSI FOR TWO HOURS. MAIN DRAIN, SKIMMER, AND GUTTER PIPING SHALL BE TESTED AT 5 PSI FOR TWO HOURS. CONTRACTOR TO USE WATER TESTING ONLY.
12. PLANS HAVE BEEN PRODUCED IN ACCORDANCE WITH THE 2020 FLORIDA BUILDING CODE.

## GENERAL NOTES

### INDEX OF DRAWINGS

| DWG # | DESCRIPTION |
|---|---|
| CV1.0 | COVER SHEET |
| I1.0 | INDEX, GENERAL NOTES, & ABBREVIATIONS |
| I1.1 | EQUIPMENT LISTS |
| C1.0 | DEMOLITION PLAN |
| C1.1 | OVERALL SITE IMPROVEMENTS |
| M1.0 | SPLASH PAD GEOMETRY PLAN |
| M2.0 | SPLASH PAD MECHANICAL PLAN |
| M3.0 | SPLASH PAD EQUIPMENT AREA |
| M3.1 | SPLASH PAD RECIRCULATION SCHEMATIC |
| M4.0 | MECHANICAL DETAILS |
| M4.1 | MECHANICAL DETAILS |
| M4.2 | MECHANICAL DETAILS |
| S1.0 | STRUCTURAL PLAN AND NOTES |
| S1.1 | STRUCTURAL DETAILS |
| E1.0 | ELECTRICAL PLAN & DETAILS |

## INDEX OF DRAWINGS

HEATHER W. BAXTER P.E.
LICENSE # 94671
STATE OF FLORIDA

FSPA Florida Swimming Pool Association

IAAPA MEMBER

| NO. | REVISION/ISSUE | DATE |
|---|---|---|
| 1. | BID SET | 11/22/22 |


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PROJECT NAME
SPLASH PAD CONSTRUCTION
PLANS DONNER PARK

SHEET TITLE
INDEX, GENERAL NOTES, & ABBREVIATIONS

DESIGNED BY: HWB
DRAWN BY: TCH
CHECKED BY: HWB

PROJECT: 22052
DATE: 11/22/22
SCALE: AS NOTED
SHEET: I1.0


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FILE: \\TSCLIENTS\WET\projects\2022 Projects\22052 Donner Park Splash Pad\Plans\22-052-I1.0-I1.1.dwg SAVED: 11/22/2022 10:15:14 AM PLOTTED: 11/22/2022 1:31:35 PM BY: Heather Baxter

## SPLASH PAD EQUIPMENT LIST

| NO. | QUAN. | ITEM | MANUFACTURER | CATALOG NO. | DESCRIPTION |
|---|---|---|---|---|---|
| 1 | 1 | COLLECTION TANK | VARPAX | CT1350 | 1350 GALLONS, 7' 6" DEEP RAMPON, 7' FEATURE SUCTION, 8' MAN DOWN, W/ WATER LEVEL CONTROLLER & ACCESSORIES. SEE DRAWINGS FOR DETAILS |
| 2 | 1 | RECIRCULATION PUMP (P-1) | PENTAIR | WHISPERFLOW VS | 100 GPM @ 65 F.T. 5 HP, W/ INTEGRATED STRAINER, W/ INTEGRATED PROGRAMMABLE VFD, 230V, 1Ø |
| 3 | 1 | FEATURE PUMP (P-2) | PENTAIR | WHISPERFLOW VS | 120 GPM @ 80 F.T. 5 HP, W/ INTEGRATED STRAINER, W/ INTEGRATED PROGRAMMABLE VFD, 230V, 3Ø |
| 4 | 2 | SAND FILTER | FLUIDRA | 96711-33 | 7.59 SF. FT. FILTRATION AREA, 307 GPM CAPACITY, W/ 3" MULTIPORT VALVE |
| 5 | 1 | CHLORINE CROCK | CHEMTAINER | LLDPE 96 | 100 GALLONS, W/ LABEL AND LOCKING LID |
| 6 | 1 | ACID CROCK | CHEMTAINER | TC 1630AA | 30 GALLONS, W/ LABEL AND LOCKING LID |
| 7 | 2 | CHLORINE FEEDER | STENNER | 45M6 | 50 GPD CAPACITY |
| 8 | 1 | ACID FEEDER | STENNER | 45M3 | 22 GPD CAPACITY |
| 9 | 1 | WATER QUALITY CONTROLLER | HAYWARD | CAT 1600 | W/ FLOW SENSOR, PROBES, WIFI CAPABILITIES |
| 10 | 1 | UV SANITIZER | EVQUA | WP-115-04 | NSF/ANSI APPROVED, 240 GPM @ 40 mJ/cm², 230V, 1Ø |
| 11 | 1 | FLOW METER (RECIRCULATION) | BLUE WHITE | 363059 | 3" 40-240 GPM |
| 12 | 1 | FLOW METER (FEATURE) | BLUE WHITE | 363058 | 3" 40-240 GPM |
| 13 | 2 | MAIN DRAIN SUMP GRATE | WATERPLAY | DSG-0007 | 17" X 17" ANTI-SUCTION OUTLET |
| 14 | 1 | RULES SIGN | - | - | PER TITLE, SEE NOTES |
| 15 | 19 | INTERACTIVE TOYS | WATERPLAY | - | SEE PLANS FOR DETAILS |
| 16 | 1 | ACTIVATION BALLARD | WATERPLAY | 00151-1504 | SEE PLANS FOR DETAILS |
| 17 | 1 | CONTROLLER | WATERPLAY | 00152-2148 | SEE PLANS FOR DETAILS |
| 18 | 1 | DECHLORINATION UNIT | ARDEN INDUSTRIES | ELIMINATOR | 3" W/ FLOWMETER, 2" FLEX SUCTION TUBE & DIP TUBE ASSEMBLY |
| 19 | 1 | DECHLORINATION CROCK | CHEMTAINER | TC 1625PA | 30 GALLONS, W/ LABEL AND LOCKING LID (CALCIUM THIOSULFATE SOLUTION) |

MAINTENANCE EQUIPMENT LIST

| NO. | QUAN. | ITEM | MANUFACTURER | CATALOG NO. | DESCRIPTION |
|---|---|---|---|---|---|
| 1 | 1 | TEST KIT | TAYLOR | K2006C | CL (HR, TOT, ALK, (B), Ca HARDNESS |

FSPA Florida Swimming Pool Association

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| NO. | REVISION/ISSUE | DATE |
|---|---|---|
| 1 | BID SET | 11/22/22 |

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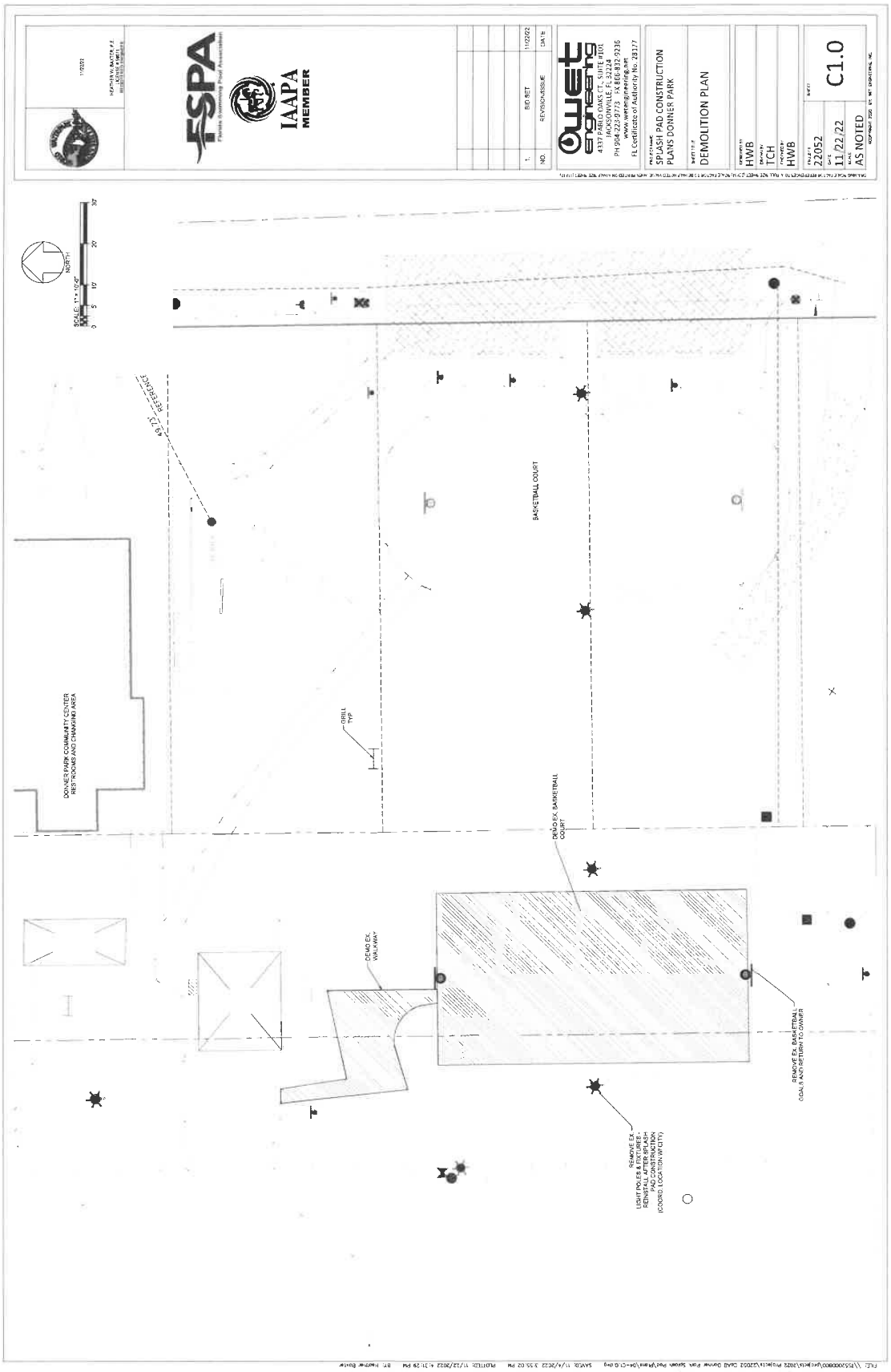
PROJECT: SPLASH PAD CONSTRUCTION PLANS DONNER PARK

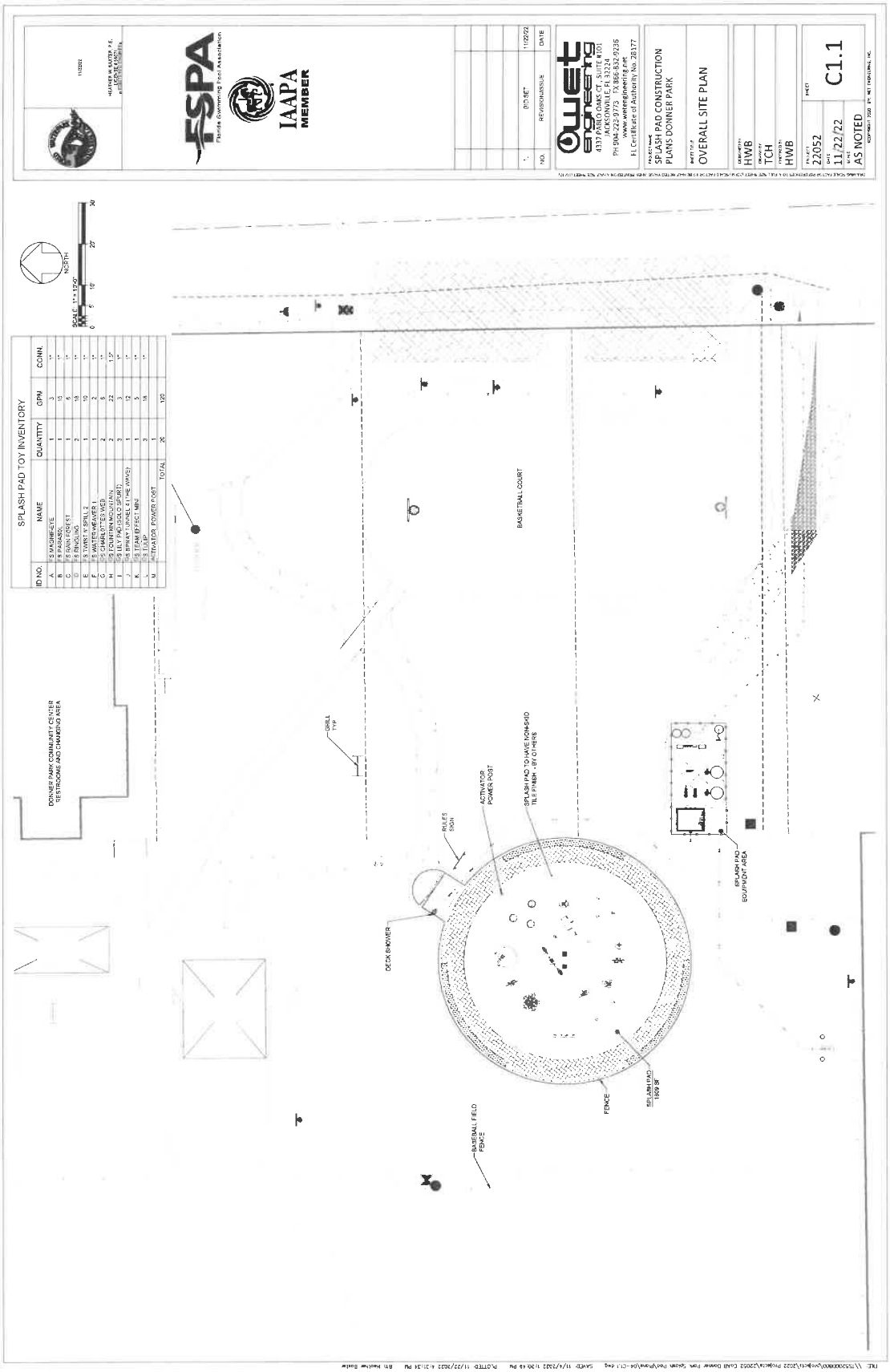
SHEET TITLE: EQUIPMENT LIST

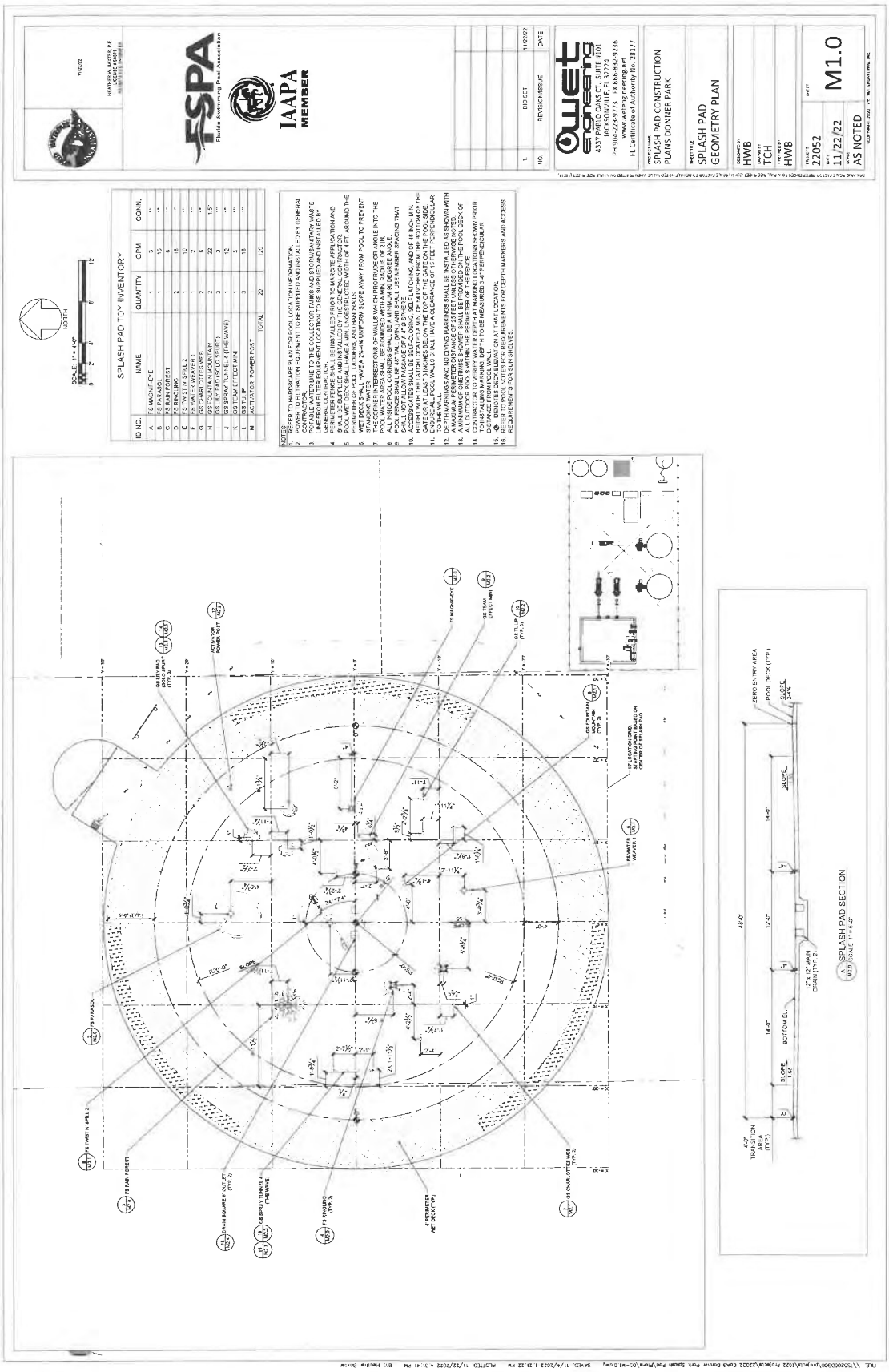
DESIGNED: HWB
DRAWN: TCH
CHECKED: HWB

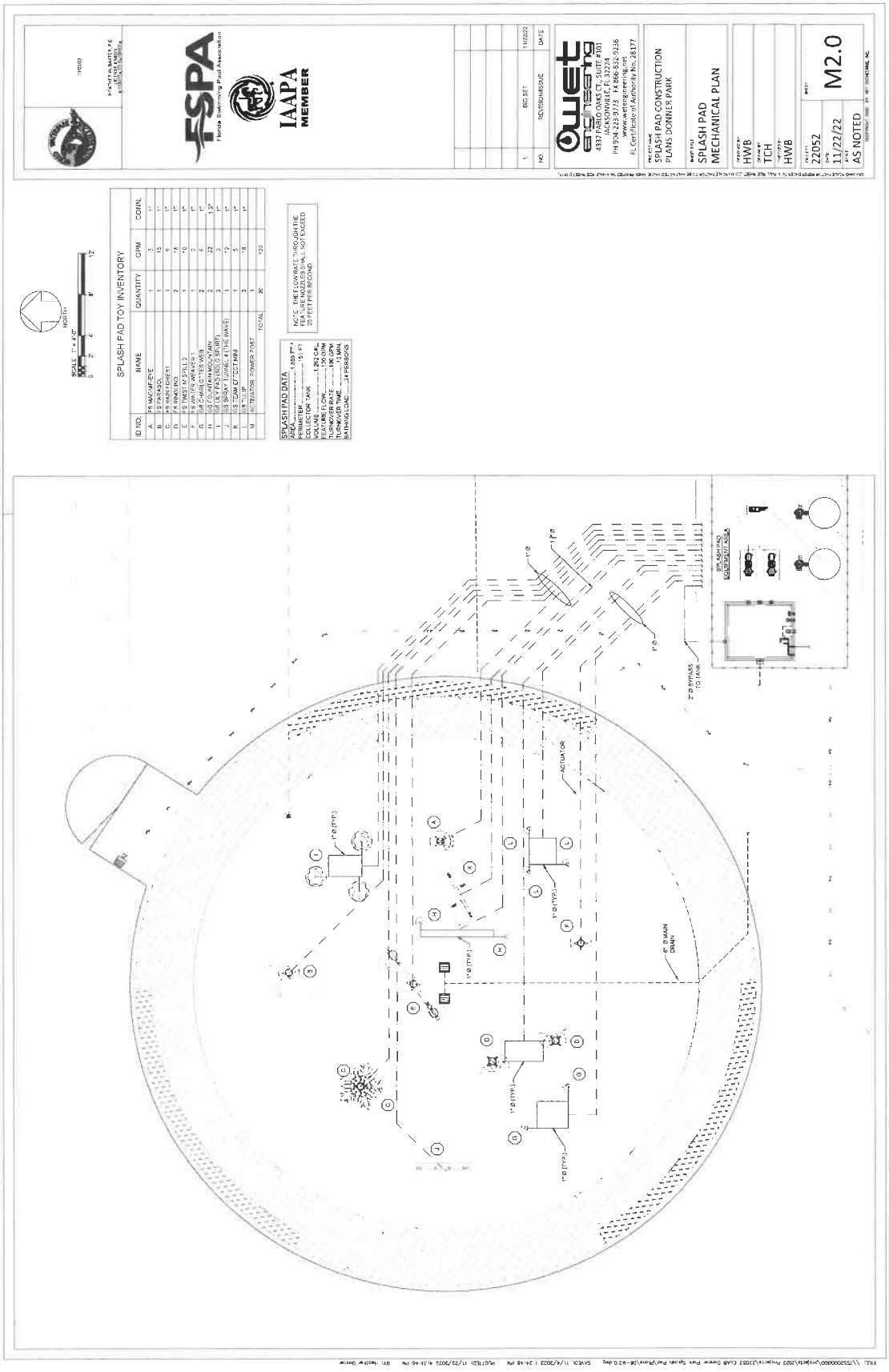
PROJECT #: 22052
DATE: 11/22/22
SCALE: AS NOTED

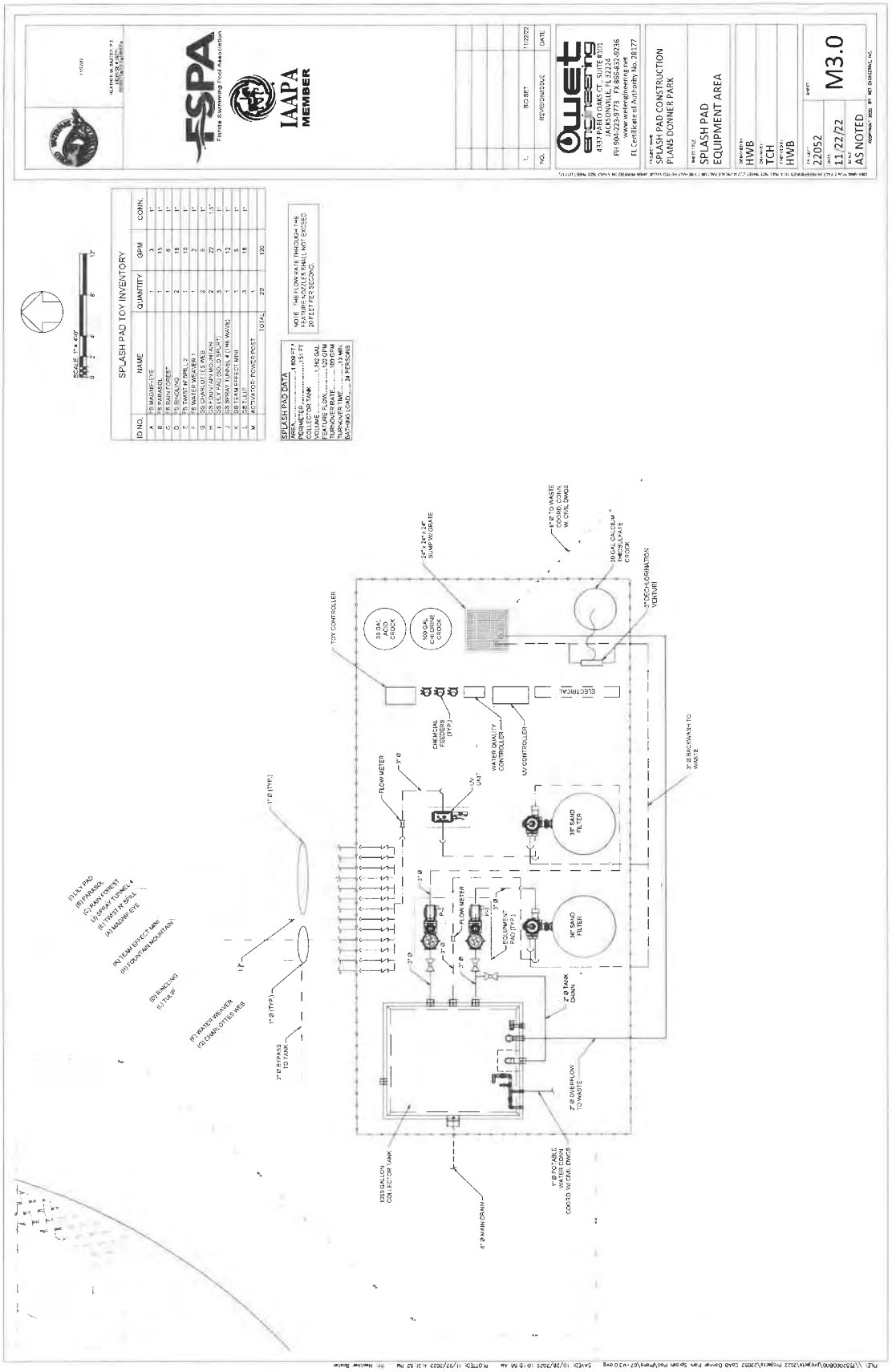
SHEET #: I1.1

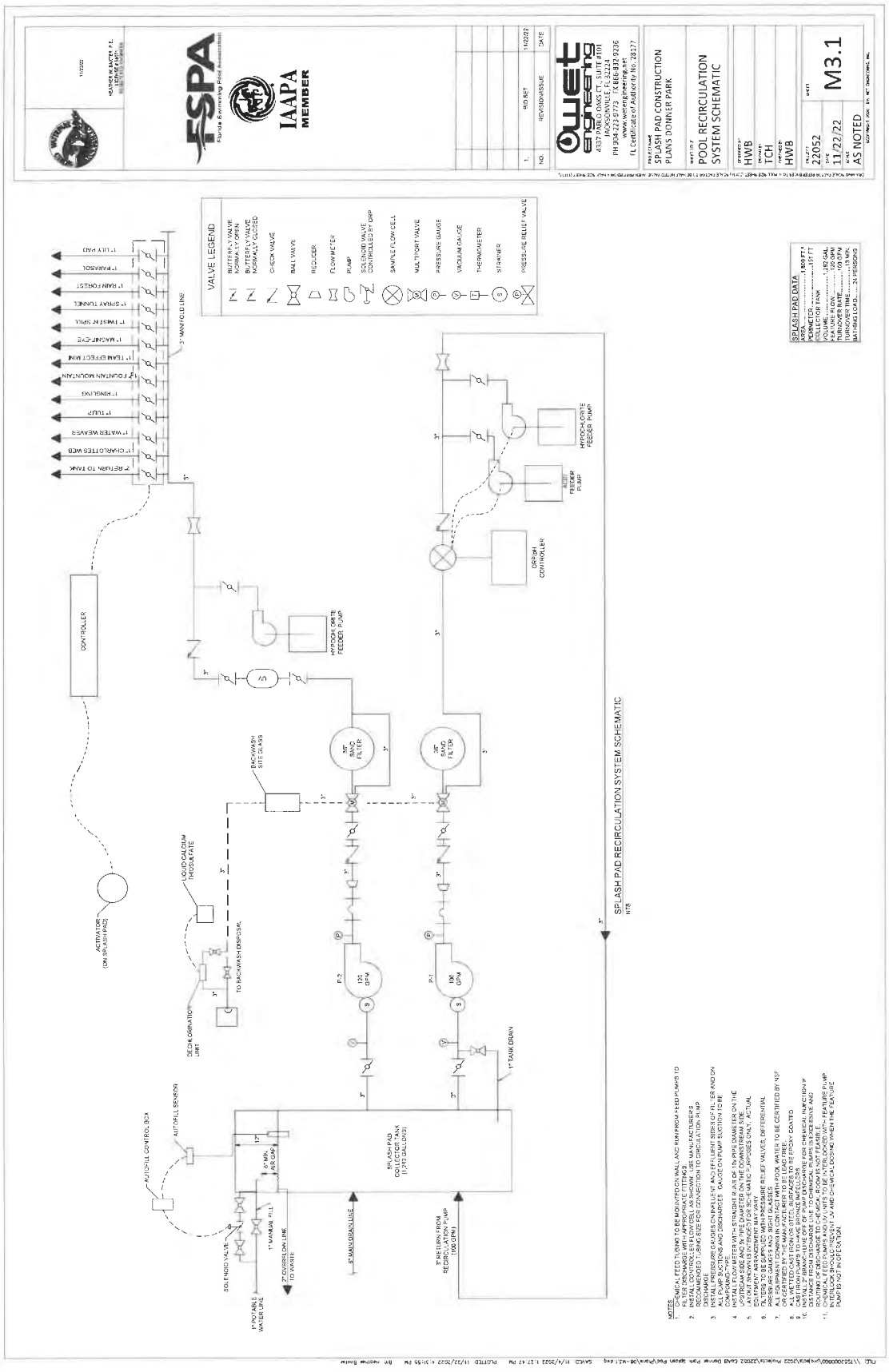

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SPLASH PAD CONSTRUCTION
PLANS DONNER PARK
DEMOLITION PLAN
HWB
TCH
HWB
22052
11/22/22
AS NOTED
C1.0
SCALE: 1" = 10'-0"
NORTH
BASKETBALL COURT
DONNER PARK COMMUNITY CENTER
RESTROOMS AND CHANGING AREA
DRILL
TYP
DEMO EX. BASKETBALL
COURT
DEMO EX.
WALKWAY
REMOVE EX. BASKETBALL
GOAL & AND RETURN TO OWNER
REMOVE EX.
LIGHT POLES & FIXTURES
REINSTALL AFTER SPLASH
PAD CONSTRUCTION
(COORD. LOCATION W/CITY)

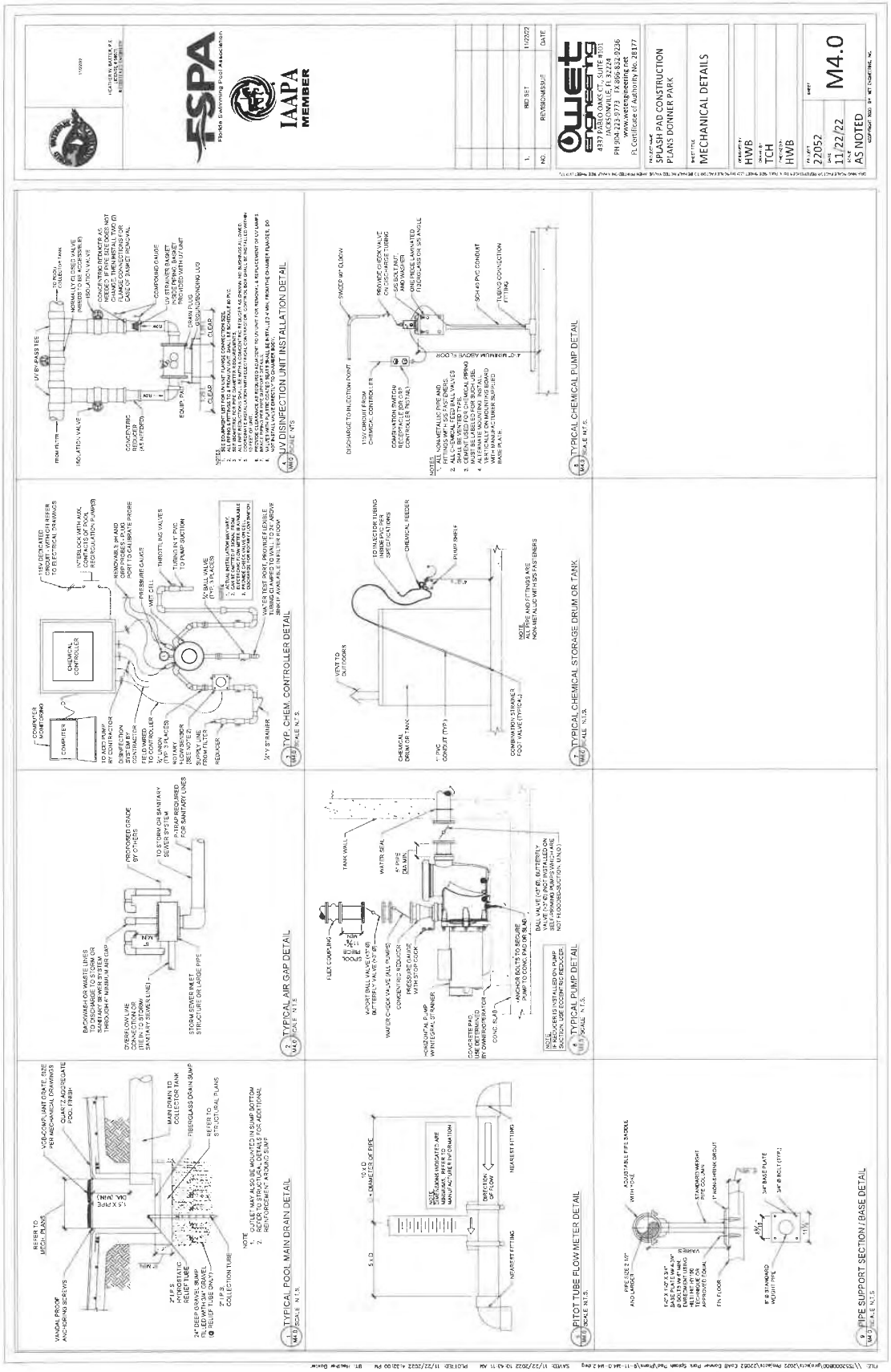

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FL Certificate of Authority No. 28177
PROJECT
SPLASH PAD CONSTRUCTION
PLANS DONNER PARK
SHEET TITLE
OVERALL SITE PLAN
DESIGNED HWB
DRAWN TCH
CHECKED HWB
PROJECT 22052
DATE 11/22/22
SCALE AS NOTED
SHEET C1.1
NO. REVISIONS/ISSUE DATE
BID SET 11/22/22
SCALE: 1" = 10'-0"
NORTH
SPLASH PAD TOY INVENTORY
ID NO. NAME QUANTITY GPM CONN.
A 5 MAGNIFICYE 1 3 1"
B 6 PARASOL 1 15 1"
C 5 SPILL FEST 1 6 1"
D 5 RING TOSS 2 15 1"
E 5 TWIST 'N SPILL 2 1 10 1"
F 5 WATERMEAVER I 1 2 1"
G 5 CHARLOTTE'S WEB 2 5 1"
H 5 DOMINO FOUNTAIN 2 22 1.5"
I 5 LILY PAD (SOLO SPORT) 3 3 1"
J 5 SPRAY TUNNEL (1 THE ARVO) 1 12 1"
K 5 TRAMPOLINE MINI 1 5 1"
L 5 UFO 1 16 1"
M ACTIVATOR POWER POST 1 20 1.5"
TOTAL 20 120
DONNER PARK COMMUNITY CENTER
RESTROOMS AND CHANGING AREA
BASKETBALL COURT
SPRAY PAD
ACTIVATOR POWER POST
SPLASH PAD TO HAVE NONSKID TILE PYMBY - BY OTHERS
RULES SIGN
DECK SKIMMER
SPLASH PAD EQUIPMENT AREA
SPLASH PAD 1809 SF
FENCE
BASEBALL FIELD FENCE

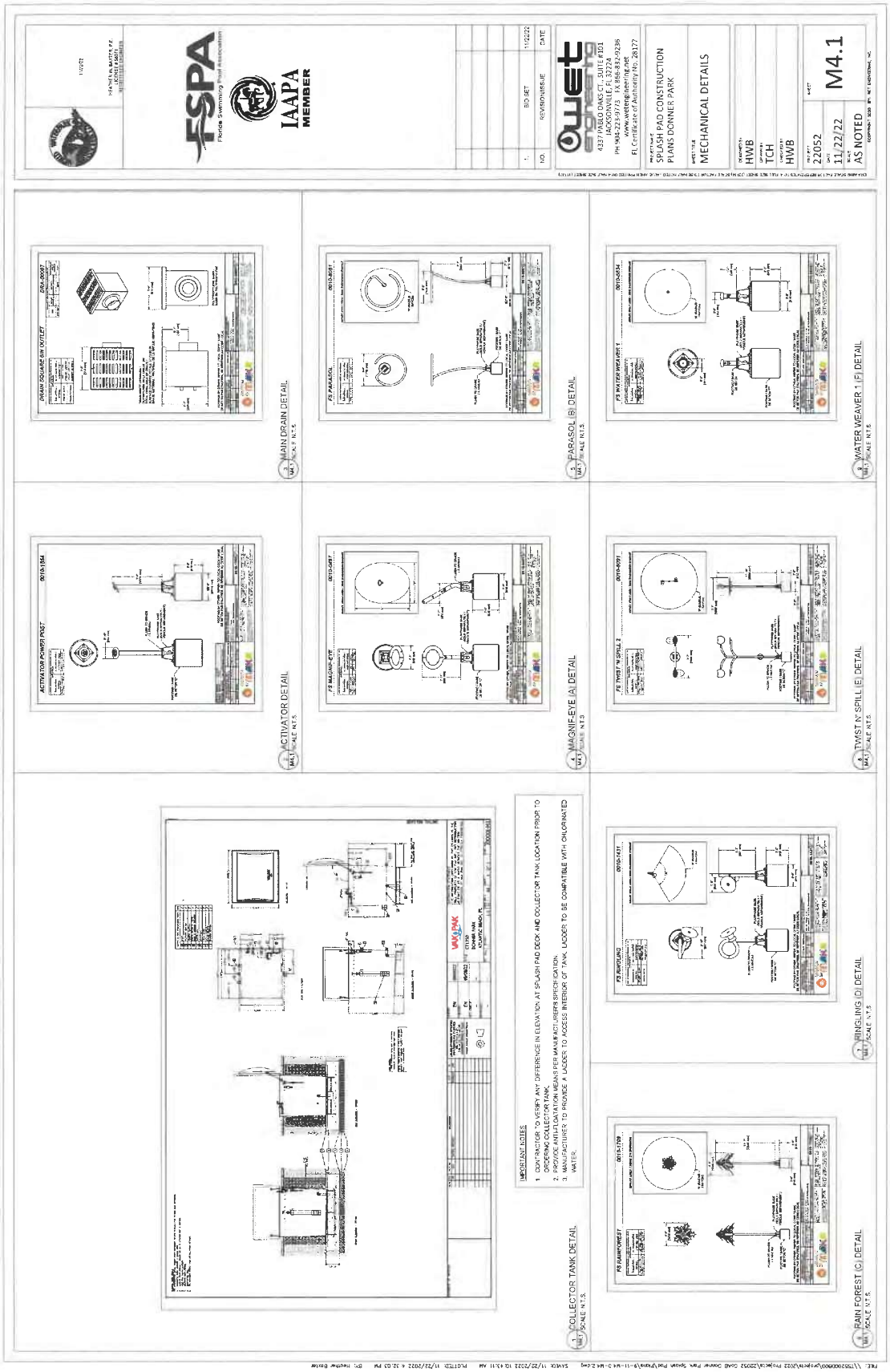

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SPLASH PAD CONSTRUCTION
PLANS DONNER PARK
SPLASH PAD
GEOMETRY PLAN
HWB
TCH
HWB
22052
11/22/22
AS NOTED
M1.0
BID SET
REVISION/ISSUE
DATE
SCALE 1" = 4'-0"
NORTH
SPLASH PAD TOY INVENTORY
ID NO.
NAME
QUANTITY
GPM
CONN.
TOTAL
20
120
NOTES
1. REFER TO HYDROCAD PLAN FOR POOL LOCATION INFORMATION.
2. POOL EQUIPMENT TO BE SUPPLIED AND INSTALLED BY GENERAL CONTRACTOR.
3. POOL EQUIPMENT TO BE SUPPLIED AND INSTALLED BY GENERAL CONTRACTOR.
4. CHAIN LINK FENCE SHALL BE INSTALLED PRIOR TO MARCITE APPLICATION AND SHALL BE SUPPLIED AND INSTALLED BY THE GENERAL CONTRACTOR.
5. POOL DECK SHALL HAVE A MINIMUM UNOBSTRUCTED WIDTH OF 4 FT. AROUND THE PERIMETER OF POOL. LADDERS, AND HANDRAILS.
6. WET DECK SHALL HAVE A 2%-4% UNIFORM SLOPE AWAY FROM POOL TO PREVENT PONDING WATER.
7. ALL CORNER INTERSECTIONS OF WALLS WHICH PROTRUDE OR ANGLE INTO THE POOL WATER AREA SHALL BE ROUNDED WITH A MIN. RADIUS OF 3/4".
8. ALL EXPOSED CORNERS OF DECK SHALL HAVE A MIN. RADIUS OF 3/4".
9. POOL FENCE SHALL BE 48" TALL MIN. AND SHALL USE MEMBER SPACING THAT PREVENTS PASSAGE OF A 4" DIAMETER SPHERE.
10. ACCESS GATES SHALL BE SELF-CLOSING, SELF-LATCHING, AND OF 48 INCH MIN. HEIGHT WITH THE LATCH LOCATED A MIN. OF 54 INCHES FROM THE BOTTOM OF THE GATE. GATES SHALL BE EQUIPPED WITH LOCKING DEVICES AND SHALL OPEN TO ENSURE ALL POOL WALLS SHALL HAVE A CLEARANCE OF 15 FEET PERPENDICULAR TO THE WALL.
11. DIVING BOARDS AND NO DIVING MARKINGS SHALL BE INSTALLED AS SHOWN WITH A MAXIMUM PERIMETER DISTANCE OF 25 FEET UNLESS OTHERWISE NOTED.
12. A MINIMUM OF ONE BRASS SHOWER SHALL BE PROVIDED ON THE POOL DECK OF EACH POOL AND WITHIN 5 FEET OF THE POOL EDGE.
13. CONTRACTOR TO VERIFY WATER DEPTH AT MARKING LOCATIONS SHOWN PRIOR TO FINAL MARKING. WATER DEPTH TO BE MEASURED 3'-0" PERPENDICULAR DISTANCE FROM POOL WALL.
14. ⊕ DENOTES DECK ELEVATION AT THAT LOCATION.
15. REFER TO SHEET M1.1 FOR SPLASH PAD DIMENSIONS AND ACCESS REQUIREMENTS FOR SUN SHELVES.
SPLASH PAD SECTION
SCALE: 1" = 2'-0"
ZERO ENTRY AREA
POOL DECK (TYP.)
SLOPE
24%
4'-0" TRANSITION AREA (TYP.)
BOTTOM EL.
1'-0" MIN. DRAIN (TYP.)


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FL Certificate of Authority No. 28177
PROJECT NAME
SPLASH PAD CONSTRUCTION
PLANS DONNER PARK
SHEET TITLE
SPLASH PAD
MECHANICAL PLAN
DESIGNED BY
HWB
DRAWN BY
TCH
CHECKED BY
HWB
PROJECT
22052
DATE
11/22/22
SCALE
AS NOTED
SHEET
M2.0
NO.
1.
REVISION/ISSUE
BID SET
DATE
1/4/2023
SCALE 1" = 4'-0"
NORTH
SPLASH PAD TOY INVENTORY
ID NO.
NAME
QUANTITY
GPM
CONN.
A
F6 MACHINE-EYE
1
3
1"
B
F9 PARADOL
1
15
1"
C
F4 MAGNIFICENT
1
8
1"
D
F5 RINGLING
2
18
1"
E
F5 TWIST N SPILL 2
1
10
1"
F
F9 WATER WEAVER II
1
2
1"
G
F2 JACK O'CONE II
2
4
1"
H
10' FOUNTAIN MOUNTAIN
2
22
1.25"
I
6' (1) Y PAD (SOLO SPURT)
3
3
1"
J
6' SPRAY CONES, 4 (THE WAVE)
1
12
1"
K
4" TEMP DETECT MINI
1
5
1"
L
F8 TIP
3
18
1"
M
ACTUATOR POWER POST
1
1"
TOTAL
26
120
NOTE: THE FLOW RATE THROUGH THE PIPE SHALL NOT EXCEED 10 FEET PER SECOND.
SPLASH PAD DATA
AREA ..... 1,589 FT²
PERIMETER ..... 157 FT
COLLECTOR TANK
VOLUME ..... 1,362 GAL
RECIRCULATION FLOW ..... 120 GPM
TURNOVER RATE ..... 10X GPM
TURNOVER TIME ..... 13 MIN
BATHING LOAD ..... 24 PERSONS
ACTUATOR
6" Ø MAIN DRAIN
2" Ø BYPASS TO TANK
SPLASH PAD EQUIPMENT AREA

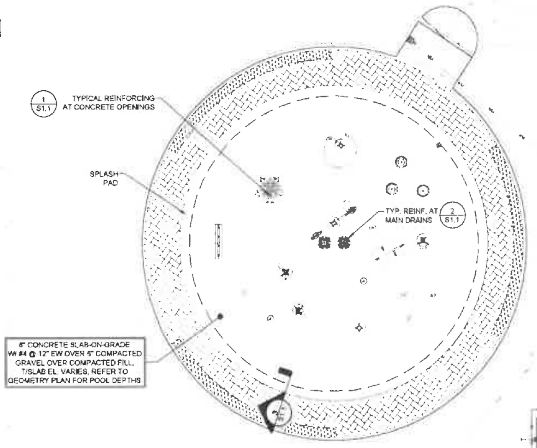

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SPLASH PAD CONSTRUCTION
PLANS DONNER PARK
SPLASH PAD
EQUIPMENT AREA
HWB
TCH
HWB
22052
11/22/22
AS NOTED
M3.0
BID SET
11/2022
SCALE: 1"= 4'-0"
SPLASH PAD TOY INVENTORY
ID NO. | NAME | QUANTITY | GPM | CONN.
A | 5' MAGNIFI-EYE | 1 | 3 | 1"
B | 5' SPRAYSTREE | 1 | 15 | 1"
C | 5' RAIN FOREST | 1 | 6 | 1"
D | 5' SPINDLING | 2 | 18 | 1"
E | 5' TWIST N' SPILL 2 | 1 | 10 | 1"
F | 5' WATER WEAVER | 1 | 2 | 1"
G | 5' CHARLOTTE'S WEB | 1 | 5 | 1"
H | 5' MOUNTAIN MOUNTAIN | 2 | 22 | 1.5"
I | 5' LILY PAD (SOLO SPRAY) | 3 | 3 | 1"
J | 5' SPRAY TUNNEL 4 THE WAVE | 1 | 12 | 1"
K | 5' SPRAYTREE MINI | 1 | 5 | 1"
L | 5' TULIP | 3 | 18 | 1"
M | ACTUATOR, POWER POST | 1 | | 1"
TOTAL | 20 | 120
NOTE: THE FLOW RATE THROUGH THE PIPING SHALL NOT EXCEED 10 FEET PER SECOND.
SPLASH PAD DATA
AREA.....4,859 FT²
PERIMETER.....155 FT
COLLECTOR TANK
VOLUME.....1,750 GAL
FEATURE FLOW.....120 GPM
TURNOVER RATE.....105 GPM
TURNOVER TIME.....15 MIN.
BATHER LOAD.....24 PERSONS
(1) LILY PAD
(5) PARASOL
(1) RAIN FOREST
(1) SPRAY TUNNEL 4
(1) TWISTY SPILL
(1) MAGNIFI-EYE
NOTE: BEAR EFFECT MIN.
(1) MOUNTAIN MOUNTAIN
(5) RINGLING
(5) TULIP
(1) WATER WEAVER
(1) CHARLOTTE'S WEB
1" Ø (TYP.)
1" Ø BYPASS TO TANK
TOY CONTROLLER
30 GAL ACID CHASE
100 GAL CHLORINE CHASE
24" x 24" x 24" SUMP W/ GRATE
1" Ø TO WASTE COORD. CONN. W/ CIVIL DWGS
10 GAL CALCIUM HYPOCHLORITE CHASE
3" Ø CHLORINATION VENTURI
ELECTRICAL
CHEMICAL FEEDERS (TYP.)
WATER QUALITY CONTROLLER
UV CONTROLLER
3" Ø BACKWASH TO WASTE
FLOW METER
UV UNIT
3" Ø
3" SAND FILTER
3" SAND FILTER
FLOW METER
P-2
P-1
EQUIPMENT PAD (TYP.)
2" Ø MAIN DRAIN
2" Ø OVERFLOW TO WASTE
1" Ø POTABLE WATER FILL COORD. W/ CIVIL DWGS
1500 GALLON COLLECTOR TANK
6" Ø MAIN DRAIN

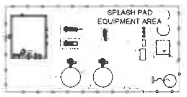

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PROJECT NAME
SPLASH PAD CONSTRUCTION
PLANS DONNER PARK
SHEET TITLE
POOL RECIRCULATION
SYSTEM SCHEMATIC
DESIGNED BY
HWB
DRAWN BY
TCH
CHECKED BY
HWB
PROJECT #
22052
DATE
11/22/22
SCALE
AS NOTED
M3.1
NO.
REVISION/ISSUE
DATE
1
BID SET
11/22/22
VALVE LEGEND
BUTTERFLY VALVE NORMALLY OPEN
BUTTERFLY VALVE NORMALLY CLOSED
CHECK VALVE
BALL VALVE
REDUCER
FLOWMETER
PUMP
SOLENOID VALVE CONTROLLED BY DRP
SAMPLE FLOW CELL
MULTIPORT VALVE
PRESSURE GAUGE
VACUUM GAUGE
THERMOMETER
STRAINER
PRESSURE RELIEF VALVE
SPLASH PAD RECIRCULATION SYSTEM SCHEMATIC
NTS
SPLASH PAD DATA
AREA.....1,809 FT.²
PERIMETER.....155 FT.
AVERAGE DEPTH.....1'-0"
VOLUME.....1,282 GAL.
FEATURE FLOW.....120 GPM
TURNOVER RATE.....15 MIN.
TURNOVER TIME.....13 MIN.
BATHING LOAD.....24 PERSONS
CONTROLLER
ACTIVATOR (ON SPLASH PAD)
AUTOFILL CONTROL BOX
AUTOFILL SENSOR
LIQUID CALCIUM THIOSULFATE
DECHLORINATION UNIT
TO BACKWASH DISPOSAL
BACKWASH SITE GLASS
3MF SAND FILTER
HYPOCHLORITE FEEDER PUMP
ORP/PH CONTROLLER
SPLASH PAD COLLECTOR TANK (1,282 GALLONS)
P-1
100 GPM
P-2
120 GPM
SOLENOID VALVE
1" POTABLE WATER LINE
2" OVERFLOW LINE TO WASTE
1" MANUAL FILL
6" MIN. AIR GAP
1" MANUAL DRAIN LINE
3" RETURN FROM RECIRCULATION PUMP (100 GPM)
1" TANK DRAIN
3" MANIFOLD LINE
2" RETURN TO TANK
1" CHARLOTTES WEB
1" WATER WEAVER
1" TULIP
1" DANCING
12" FOUNTAIN MOUNTAIN
1" FLAME EFFECT MINI
1" MAGNIFYER
1" TWISTER SPILL
1" SPRAY TUNNEL
1" RAIN FOREST
1" PARASOL
1" LILY PAD
NOTES
1. CHEMICAL FEED TUBING TO BE MOUNTED ON WALL AND RUN FROM FEED PUMPS TO INJECTION POINTS IN A NEAT AND WORKMANLIKE FASHION.
2. INSTALL CONTROLLER PER LOW CELL AS SHOWN. USE MANUFACTURER'S RECOMMENDED TUBING SIZE FOR CONNECTION TO CIRCULATION PUMP.
3. INSTALL PRESSURE GAUGES ON INFLUENT AND EFFLUENT SIDES OF FILTER AND ON ALL PUMP SUCTIONS AND DISCHARGES. GAUGE ON PUMP SUCTION TO BE COMPOUND GAUGE.
4. INSTALL FLOW METER WITH STRAIGHT RUNS OF 10x PIPE DIAMETER ON THE UPSTREAM SIDE AND 5x PIPE DIAMETER ON THE DOWNSTREAM SIDE. FOR ACTUAL EQUIPMENT ARRANGEMENT MAY VARY.
5. ALL EQUIPMENT TO BE PROVIDED WITH PRESSURE RELIEF VALVES, DIFFERENTIAL PRESSURE GAUGES AND SIGHT GLASSES.
6. ALL EQUIPMENT COMING IN CONTACT WITH POOL WATER TO BE CERTIFIED BY NSF TO NSF/ANSI 50 AND BEAR THE NSF MARK FOR THE SPECIFIC USE.
7. ALL WETTED CAST IRON OR STEEL SURFACES TO BE EPOXY COATED.
8. CAST IRON PUMPS TO BE EPOXY COATED.
9. PROVIDE 1" TEE OF EQUAL MATERIAL AS FITTING FOR CHEMICAL INJECTION IF DISTANCE FROM DISCHARGE LINE TO CHEMICAL PUMPS IS LESS THAN 10'.
10. CHEMICAL FEED PUMPS AND I/O UNITS TO BE INTERLOCKED WITH FEATURE PUMP INTERLOCK SHOULD PROVENT CHEMICAL DOSING WHEN THE FEATURE PUMP IS NOT IN OPERATION.


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SPLASH PAD CONSTRUCTION
PLANS DONNER PARK
MECHANICAL DETAILS
HWB
TCH
HWB
22052
11/22/22
AS NOTED
M4.0
NO.
REVISION/ISSUE
DATE
1
BID SET
11/22/22
1 TYPICAL POOL MAIN DRAIN DETAIL
2 TYPICAL AIR GAP DETAIL
3 TYP. CHEM. CONTROLLER DETAIL
4 UV DISINFECTION UNIT INSTALLATION DETAIL
5 TYPICAL CHEMICAL PUMP DETAIL
6 TYPICAL CHEMICAL STORAGE DRUM OR TANK
7 PITOT TUBE FLOW METER DETAIL
8 TYPICAL PUMP DETAIL
9 PIPE SUPPORT SECTION / BASE DETAIL


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PROJECT NAME
SPLASH PAD CONSTRUCTION
PLANS DONNER PARK
SHEET TITLE
MECHANICAL DETAILS
DESIGNED BY
HWB
DRAWN BY
TCH
CHECKED BY
HWB
PROJECT #
22052
DATE
11/22/22
SCALE
AS NOTED
M4.1
NO.
REVISION/ISSUE
DATE
1.
BID SET
11/22/22
DRAIN SQUARE GRATE OUTLET
DRA-0097
MAIN DRAIN DETAIL
SCALE: N.T.S.
FS PARASOL
0010-0097
PARASOL (B) DETAIL
SCALE: N.T.S.
FS WATER WEAVER 1
0010-0034
WATER WEAVER 1 (F) DETAIL
SCALE: N.T.S.
ACTIVATOR POWER POST
0010-1354
ACTIVATOR DETAIL
SCALE: N.T.S.
FS MAGNIFI-EYE
0010-0097
MAGNIFI-EYE (A) DETAIL
SCALE: N.T.S.
FS TWIST 'N SPILL 2
0010-0097
TWIST 'N SPILL (E) DETAIL
SCALE: N.T.S.
FS RAINFOREST
0010-1709
RAIN FOREST (C) DETAIL
SCALE: N.T.S.
FS RINGLING
0010-1431
RINGLING (D) DETAIL
SCALE: N.T.S.
COLLECTOR TANK DETAIL
SCALE: N.T.S.
IMPORTANT NOTES
1. CONTRACTOR TO VERIFY ANY DIFFERENCE IN ELEVATION AT SPLASH PAD DECK AND COLLECTOR TANK LOCATION PRIOR TO CONSTRUCTION OF COLLECTOR TANK.
2. PROVIDE ANTI-FLOTATION MEANS PER MANUFACTURER'S SPECIFICATION.
3. MANUFACTURER TO PROVIDE A LADDER TO ACCESS INTERIOR OF TANK. LADDER TO BE COMPATIBLE WITH CHLORINATED WATER.


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11/2/22
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SPLASH PAD CONSTRUCTION
PLANS DONNER PARK
MECHANICAL DETAILS
HWB
TCH
HWB
22052
11.22.22
AS NOTED
M4.2
CHARLOTTES WEB (G) DETAIL
FOUNTAIN MOUNTAIN (H) DETAIL
LILY PAD (I) DETAIL
SPRAY TUNNEL 4 (J) DETAIL
TULIP (L) DETAIL
SOLO SPURT INSERT DETAIL
THE WAVE INSERT DETAIL
TEAM EFFECT MINI (K) DETAIL
CONTROLLER DETAIL




SPLASH PAD TOY INVENTORY

| ID NO. | NAME | QUANTITY | GPM | CONN. |
|---|---|---|---|---|
| A | FS MAGNIFEYE | 1 | 3 | 1" |
| B | FS PARASOL | 1 | 15 | 1" |
| C | FS RAIN FOREST | 1 | 6 | 1" |
| D | FS RINGLING | 2 | 18 | 1" |
| E | FS TWISTN SPILL 2 | 1 | 10 | 1" |
| F | FS WATER WEAVER 1 | 1 | 2 | 1" |
| G | GS CHARLOTTES WEB | 2 | 8 | 1" |
| H | GS FOUNTAIN MOUNTAIN | 2 | 22 | 1.5" |
| I | GS LILY PAD (SOLO SPURT) | 3 | 3 | 1" |
| J | GS SPRAY TUNNEL 4 (THE WAVE) | 1 | 12 | 1" |
| K | GS TEAM EFFECT MINI | 1 | 5 | 1" |
| L | GS TULIP | 3 | 18 | 1" |
| M | ACTIVATOR, POWER POST | 1 | | |
| | TOTAL | 20 | 120 | |




NOTE:

TOY FOUNDATIONS DESIGNED BY OTHERS

NOTES:
1. STRUCTURAL DESIGN IS IN ACCORDANCE WITH THE FLORIDA BUILDING CODE, SEVENTH EDITION (2020).
2. SEE 1/S5.1 FOR TYP REINFORCING AT WALL CORNERS.
3. SEE 2/S5.1 FOR TYP REINFORCING AROUND WALL AND FLOOR OPENINGS. COORD OPENING LOCATIONS W/ MECH. DRAWINGS.
4. SEE MECH DRAWINGS FOR POOL DIMENSIONS & ELEVATIONS. COORD. POOL LOCATION W/ SITE PLAN.
5. ALL FINISHING ELEMENTS SHALL BE ATTACHED PER SUPPLIER'S INSTRUCTIONS (WHERE APPLICABLE).
6. SHOTCRETE / GUNITE / CONCRETE BATCH SAMPLING AND TESTING SHALL BE PERFORMED PER THE APPLICABLE CODE AT THE CONTRACTOR'S EXPENSE.

## DESIGN CRITERIA

ALLOWABLE SOIL BEARING PRESSURE ..... 2,000 PSF

SUPERIMPOSED LIVE LOADS:
WATER ..... 62.4 PCF

## CONCRETE

ALL CONCRETE PROPORTIONING, MIXING, TRANSPORTATION, PLACING, CURING, AND TESTING SHALL CONFORM TO ACI 301. ALL CONCRETE SHALL BE LABORATORY DESIGNED AND CONTROLLED TO MEET THE REQUIREMENTS OF ACI 318 AND THE PROJECTS DESIGN CODE.

FOR THE SLAB ON GRADE, THE DESIGN MIX SHALL BE ESTABLISHED WITH EMPHASIS ON AGGREGATE SELECTION AND PROPORTIONS TO PROVIDE A MIX REQUIRING MINIMUM AMOUNTS OF WATER AND CEMENT. IF FLOOR IS TO BE POURED AND WALLS CONSTRUCTED WITH SHOTCRETE/GUNITE, THE FLOOR SHALL BE POURED PRIOR TO CONSTRUCTION OF THE WALLS. FOR SHOTCRETE/GUNITE FLOORS, APPLICATION SHOULD COMMENCE IN CORNERS AND WORK TOWARDS THE CENTER OF THE POOL FOLLOWING WALL CONSTRUCTION.

USE OF CALCIUM CHLORIDE, CHLORIDE IONS, OR OTHER SALTS IN CONCRETE IS PROHIBITED.

CONCRETE TO CONFORM TO THE FOLLOWING:
- SLAB ON GRADE ..... F'C = 4000 PSI @ 28 DAYS
- TYPE AGGREGATE ..... NORMAL WEIGHT
- WATER/CONCRETE RATIO (MAX.) ..... 0.45

THE AIR CONTENT IN ALL CONCRETE EXPOSED TO WEATHER SHALL BE BETWEEN 1% AND 4%.

UNLESS OTHERWISE NOTED (U.O.N.) ON THE DRAWINGS, MINIMUM COVER FOR REINFORCING SHALL BE AS FOLLOWS:
- CONCRETE CAST AGAINST EARTH ..... 3"
- SLABS ON GRADE ..... 2" FROM TOP
- SLABS AND WALLS (EXPOSED TO EARTH, LIQUID, OR WEATHER) ..... 2"
- SLABS AND WALLS (NOT EXPOSED TO EARTH, LIQUID, OR WEATHER) ..... 1"

ALL HOOKS CALLED FOR IN STRUCTURAL DRAWINGS SHALL BE ACI STANDARD HOOKS, U.N.O.

REINFORCING STEEL SHALL CONFORM TO ASTM A615, GRADE 60 U.N.O.

ALL WELDED WIRE MESH SHALL CONFORM TO ASTM A185. LAP TWO SQUARES AT SPLICES.

DO NOT WELD REINFORCING STEEL UNLESS APPROVED IN WRITING BY THE STRUCTURAL ENGINEER.

TIE ALL REINFORCING STEEL AND EMBEDS SECURELY IN PLACE PRIOR TO PLACING CONCRETE. ALL REINFORCING SHALL BE HELD SECURELY IN POSITION WITH STANDARD ACCESSORIES IN CONFORMANCE WITH CRSI MANUAL OF STANDARD PRACTICE AND ACI 315 DURING THE PLACING OF THE CONCRETE. THE CONTRACTOR SHALL PROVIDE SUPPORTS TO MAINTAIN THE REQUIRED REINFORCING POSITION. "WET STICKING" DOWELS INTO CONCRETE IS NOT PERMITTED.

REINFORCING BARS MAY BE SPLICED ONLY AS SHOWN ON THE DRAWINGS EXCEPT THAT REINFORCING NOTED AS CONTINUOUS MAY BE LAP SPLICED 40 BAR DIAMETERS. LAP SPLICES OF CONTINUOUS REINFORCING IN BEAMS AND TWO-WAY SLABS SHALL BE MADE OVER THE SUPPORT FOR BOTTOM BARS AND AT MID-SPAN FOR TOP BARS.

THE CONTRACTOR SHALL COMPARE THE STRUCTURAL PLANS AND DETAILS WITH THE ARCHITECTURAL PLANS AND DETAILS AND REPORT ANY DISCREPANCIES TO THE ARCHITECT PRIOR TO THE COMMENCEMENT OF SHOP DRAWINGS.

THE CONTRACTOR SHALL PROVIDE AN ALLOWANCE OF 1% OF TOTAL REINFORCING STEEL FOR THE PROJECT TO BE FABRICATED AND PLACED DURING CONSTRUCTION AT THE DIRECTION OF THE STRUCTURAL ENGINEER, IN ADDITION TO THE REINFORCING STEEL REQUIRED BY THE STRUCTURAL DRAWINGS. THE OWNER SHALL RECEIVE CREDIT FOR ANY UNUSED QUANTITY AT THE END OF THE PROJECT.

## SHOTCRETE/GUNITE NOTES

SHOTCRETE/GUNITE APPLICATION, WHEN USED, SHALL ADHERE TO THE FOLLOWING:

SHOTCRETE/GUNITE (WET OR DRY) SHALL BE PROPORTIONED AND PLACED ACCORDING TO IBC SECTION 1902 AND ACI 506. CEMENT TO AGGREGATE, IN DRY WEIGHT, SHALL NOT BE LESS THAN FIVE TO ONE.

SHOTCRETE/GUNITE SHALL NOT BE APPLIED IF AMBIENT AIR TEMPERATURE IS LESS THAN 40F AND FALLING, OR IF TEMPERATURE IS GREATER THAN 105F. NEVER APPLY SHOTCRETE/GUNITE IN HEAVY RAIN.

SUBSTRATE SHOULD BE FOG-SPRAYED WITH WATER PRIOR TO SHOTCRETE/GUNITE APPLICATION TO ALLOW HYDRATION AND LIMIT RAPID DRYING OF CONCRETE, AND TO COOL REINFORCEMENT STEEL.

IF EXPANSIVE SOILS (CLAYS) ARE ENCOUNTERED, THE SIDES AND BOTTOM OF THE POOL EXCAVATION MUST BE IN MOIST CONDITION IMMEDIATELY PRIOR TO PLACEMENT OF SHOTCRETE/GUNITE.

LAP SPLICES FOR REINFORCEMENT SHALL BE STAGGERED INLINE WITH SHOTCRETE/GUNITE SPRAY DIRECTION, NOT SIDE-BY-SIDE PERPENDICULAR TO SPRAY.

UP TO 2" DIAMETER PIPING MAY BE PLACED IN THE LOWER OUTSIDE CORNER OF THE BOND BEAM PROVIDED A MINIMUM OF 1.5 INCH CLEARANCE IS MAINTAINED BETWEEN THE PIPES AND ANY PARALLEL REINFORCEMENT.

## SPECIFICATIONS

CONCRETE WORK SHALL CONFORM TO THE REQUIREMENTS OF ACI, SPECIFICATIONS FOR STRUCTURAL CONCRETE FOR BUILDINGS (LATEST EDITION) EXCEPT AS MODIFIED BY THE REQUIREMENTS OF THE CONTRACT DOCUMENTS.

ALL STRUCTURAL STEEL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF AISC "SPECIFICATIONS FOR STRUCTURAL STEEL BUILDINGS", AISC "SPECIFICATIONS FOR STRUCTURAL JOINTS USING ASTM A325 OR A490 BOLTS", AISC CODE OF STANDARD PRACTICE FOR STEEL BUILDINGS AND BRIDGES", AND AWS D1.1 "STRUCTURAL WELDING CODE", EXCEPT AS MODIFIED BY THE REQUIREMENTS OF THE CONTRACT DOCUMENTS.

## SITE PREPARATION

FOOTING AND SLAB SUBGRADE PREPARATION SHALL BE IN ACCORDANCE WITH RECOMMENDATIONS OF THE GEOTECHNICAL REPORT FOR THE PROJECT PREPARED AND SHALL BE IN COMPLIANCE WITH APPLICABLE REQUIREMENTS OF GOVERNING AUTHORITIES HAVING JURISDICTION. SPECIAL ATTENTION SHALL BE GIVEN TO RECOMMENDED UNDERCUTTING OF MATERIAL CONTAINING ORGANIC MATERIAL.

STRUCTURE SHALL BEAR ONLY ON ROCK OR CLEAN SAND, WHICH SHALL BE COMPACTED TO PROVIDE A STRUCTURALLY SAFE BEARING CAPACITY. ANY UNSUITABLE MATERIAL ENCOUNTERED DURING IN EXCAVATION SHALL BE REMOVED IN ITS ENTIRETY AND THE AREA SHALL BE BACKFILLED WITH ACCEPTABLE MATERIAL AND PROPERLY COMPACTED. WHERE UNSUITABLE MATERIAL CANNOT BE REMOVED, THE POOL MUST BE REDESIGNED.

## GEOTECHNICAL

A GEOTECHNICAL TESTING AND INSPECTION FIRM SHALL BE EMPLOYED TO PERFORM A SOIL SURVEY FOR SATISFACTORY SOIL MATERIALS, SAMPLING, AND TESTING FOR QUALITY CONTROL AS PER THE RECOMMENDATIONS OF THE GEOTECHNICAL REPORT FOR THIS PROJECT. ALL EARTHWORK OPERATIONS SHALL BE PERFORMED TO THE SATISFACTION OF THE GEOTECHNICAL FIRM.

## FOUNDATIONS

A GEOTECHNICAL ENGINEER REGISTERED IN THE STATE OF THE PROJECT SHALL INSPECT AND ASSURE THE ADEQUACY OF ALL SUBGRADES, FILLS, AND BACKFILLS BEFORE PLACEMENT OF FOUNDATIONS, FOOTINGS, SLABS, ETC. WRITTEN ACCEPTANCE OF THE WORK INSPECTED SHALL BE SUBMITTED TO THE ARCHITECT AND STRUCTURAL ENGINEER.

## SUPPLEMENTARY NOTES

PROVIDE ALL TEMPORARY BRACING, SHORING, GUYING OR OTHER MEANS TO AVOID EXCESSIVE STRESSES AND TO HOLD STRUCTURAL ELEMENTS IN PLACE DURING CONSTRUCTION. THE STRUCTURE SHOULD NOT BE CONSIDERED STABLE UNTIL ALL STRUCTURAL ELEMENTS HAVE BEEN CONSTRUCTED.

THE CONTRACTOR MUST PROTECT EXISTING STRUCTURES FROM FAILURE BY ACCEPTABLE METHODS. THE DESIGN ENGINEER ACCEPTS NO RESPONSIBILITY FOR THE SAFETY OF EXISTING STRUCTURES.

WET ENGINEERING INC. OR ANY OF ITS EMPLOYEES SHALL NOT HAVE CONTROL OR BE RESPONSIBLE FOR CONSTRUCTION MEANS, METHODS, TECHNIQUES, PROCEDURES OR SEQUENCES FOR THE ACTS OR OMISSIONS OF THE CONTRACTOR OR ANY OTHER PERSONS PERFORMING THE WORK, OR FOR THE FAILURE OF ANY OF THEM TO CARRY OUT THE WORK IN ACCORDANCE WITH THE CONTRACT DOCUMENTS.

VERIFY ALL DIMENSIONS WITH THE MECHANICAL DRAWINGS.

SEE MECHANICAL, ELECTRICAL, AND PLUMBING DRAWINGS FOR EMBEDS, OPENINGS, SLEEVES, ETC. NOT SHOWN ON THE STRUCTURAL DRAWINGS.

ALL STRUCTURAL OPENINGS AROUND OR AFFECTED BY MECHANICAL, ELECTRICAL, AND PLUMBING EQUIPMENT SHALL BE VERIFIED WITH EQUIPMENT PURCHASED BEFORE PROCEEDING WITH STRUCTURAL WORK AFFECTED.

EMBEDMENT FOR EXPANSION BOLTS SHALL BE 4" MINIMUM FOR ½" DIAMETER BOLTS IN CONCRETE. HILTI KWIK BOLT 3 OR EQUAL.

EPOXY GROUT SHALL BE POWER FAST CARTRIDGE SYSTEM BY RAWL HY150 CARTRIDGE SYSTEM BY HILTI (HILTI RE500, IF HOLE IS CORED INSTEAD OF DRILLED) OR APPROVED EQUAL U.O.N. EMBEDMENT SHALL BE 12 BAR DIAMETER MINIMUM, U.O.N. HOLES SHALL BE ⅛" LARGER THAN REBAR SIZE & ¼" LARGER THAN THREADED ROD SIZE. HOLE SHALL BE BRUSHED OUT WITH BOTTLE BRUSH AND THEN BLOWN OUT WITH AIR USING A COMPRESSOR WITH A FUNCTIONAL OIL TRAP. INSTALLATION SHALL BE IN ACCORDANCE WITH MANUFACTURERS PRINTED INSTRUCTIONS.

ANY ENGINEERING DESIGN PROVIDED BY OTHERS AND SUBMITTED FOR REVIEW SHALL BEAR THE SEAL OF AN ENGINEER REGISTERED IN THE STATE OF FLORIDA.

## SUPPLEMENTARY NOTES (CONT.)

ALL ANGLES, BARS, ANCHORS, ANCHOR BOLTS, ETC. EMBEDDED IN CONCRETE SHALL BE HOT DIPPED GALVANIZED AFTER FABRICATION.

GENERAL CONTRACTOR MUST REVIEW AND APPROVE SHOP DRAWINGS PRIOR TO SUBMITTAL TO ARCHITECTS/ENGINEERS. SUBMITTALS WHICH DO NOT CONTAIN THE CONTRACTORS SHOP DRAWING STAMP OR HAVE BEEN MERELY "RUBBER STAMPED" SHALL BE RETURNED WITHOUT REVIEW.

CHANGES TO THE CONTRACT DOCUMENTS SHALL BE CLOUDED ON SHOP DRAWINGS OR REQUESTED IN WRITING. THE CONTRACTOR IS LIABLE FOR ANY DEVIATIONS UNLESS REVIEWED AND ACKNOWLEDGED BY THE ENGINEER. SHOP DRAWING SUBMITTALS SHALL ONLY BE CHECKED FOR CONFORMANCE WITH THE DESIGN CONCEPT AND THE INFORMATION SHOWN ON THE CONSTRUCTION DOCUMENTS.

REVIEW OF THE SUBMITTAL INFORMATION SHALL BE FOR GENERAL REQUIREMENTS OF THE PROJECT, AND SHALL NOT INCLUDE CHECKING OF DETAILED DIMENSIONS OR DETAILED QUANTITIES, NOR REVIEW OF THE CONTRACTOR'S SAFETY MEASURES ON OR OFF THE WORKSITE OR THE MEANS AND METHODS OF DOING ANY WORK.

THE CONTRACTOR SHALL NOT SCALE DRAWINGS. DIMENSIONS SHOWN ON ARCHITECTURAL AND STRUCTURAL PLANS AND DETAILS WILL CONTROL.

## IMPORTANT CONSTRUCTION NOTES

POOL SHELL IS TO BE CONSTRUCTED AS SHOWN ON THE STRUCTURAL DETAILS. FOR PAVER DECKS, TOP OF BEAM MUST BE CONSTRUCTED SUCH THAT THE COPING MANUFACTURER'S RECOMMENDED SETTING MORTAR THICKNESS IS NOT EXCEEDED. **IN NO INSTANCE SHALL THE BEAM BE BUILT UP WITH MORTAR TO ACHIEVE THE NECESSARY DECK ELEVATION.** IF BUILD-UP OF THE SHELL IS REQUIRED FOLLOWING THE INITIAL CONCRETE POUR, THE ENGINEER SHALL BE CONTACTED IMMEDIATELY TO COORDINATE A PROPER INSTALLATION.

CONSULT THE HARDSCAPE ARCHITECT'S PLANS AND SPECIFICATIONS FOR INSTALLATION OF COPING AND PAVERS AND EXPANSION JOINT MATERIAL AND LOCATIONS.

11/22/22

HEATHER W. BAXTER, P.E.
LICENSE # 58071
STATE OF FLORIDA

FSPA
Florida Swimming Pool Association

IAAPA
MEMBER

| | | |
|---|---|---|
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| | | |
| 1 | BID SET | 11/22/22 |
| NO. | REVISION/ISSUE | DATE |

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www.wetengineering.net
FL Certificate of Authority No. 28177

PROJECT NAME
SPLASH PAD CONSTRUCTION PLANS DONNER PARK

SHEET TITLE
STRUCTURAL PLAN & NOTES

DESIGNED BY: HWB
DRAWN BY: TCH
CHECKED BY: HWB

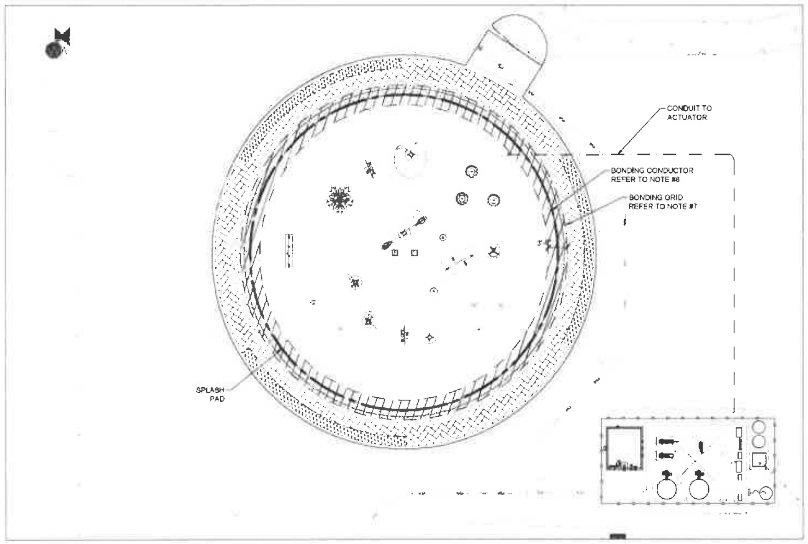
PROJECT: 22052
DATE: 11/22/22
SCALE: AS NOTED
SHEET: S1.0

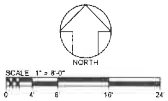
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FILE: \\192.168.0.90\Projects\2022 Projects\22052 DAB Donner Park Splash Pad\Plans\22-11-21 S1.1.dwg SAVED: 10/28/2022 10:12:26 AM PLOTTED: 11/22/2022 4:32:11 PM BY: Heather Baxter

1 TYP REINF @ CONCRETE OPENINGS
S1.1 A1.5
2 TYP MAIN DRAIN SECTION
S1.1 A1.5
3 TYPICAL THICKENED EDGE SECTION
S1.1 A1.5
4 TYP. EQUIPMENT PAD DETAIL
S1.1 A1.5
FSPA
Florida Swimming Pool Association
IAAPA
MEMBER
BID SET
11/7/2022
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SPLASH PAD CONSTRUCTION
PLANS DONNER PARK
STRUCTURAL DETAILS
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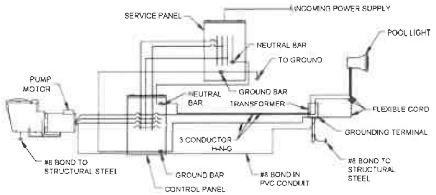


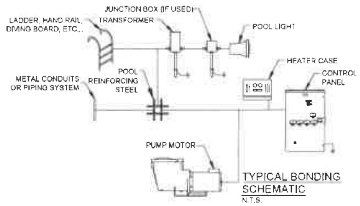

NOTES

1. ELECTRICAL INFORMATION SHOWN APPLIES TO POOL EQUIPMENT ONLY. FOR INFORMATION ON OVERHEAD LIGHTING OR OTHER ELECTRICAL ITEMS, REFER TO ELECTRICAL ENGINEERING DRAWINGS.
2. GROUND AND BOND ALL POOLS AND RELATED EQUIPMENT IN ACCORDANCE WITH NEC ARTICLES 250 AND 680. ELECTRICAL CONTRACTOR SHALL COORDINATE WITH GENERAL CONTRACTOR TO ENSURE THAT ALL METALLIC PARTS OF THE POOL STRUCTURE, INCLUDING THE POOL SHELL AND DECK REINFORCING BARS AND ALL OTHER METAL PARTS ARE BONDED PER NEC ARTICLE 250 AND 680. BOND TOGETHER REINFORCING BARS USING STEEL TIE WIRES. BOND ALL METAL PARTS TO POOL REINFORCING BARS USING #8 AWG COPPER WIRES. THESE METAL PARTS INCLUDE, BUT ARE NOT LIMITED TO LADDERS, RAILINGS, PIPING, CONDUIT, METAL DOOR FRAMES AND METAL PARTS WITHIN 5' OF INSIDE WALL OF POOL. CONNECTION SHALL BE EXOTHERMIC WELD OR LISTED PRESSURE CONNECTORS OR CLAMPS AS APPLICABLE. GROUND STEEL COLUMNS (I.E. FOR TOWERS OR SLIDES) PER NEC ARTICLE 250 AND 680 AND NFPA 780. IF REINFORCING BARS ARE ENCAPSULATED WITH A NONCONDUCTIVE COMPOUND, CONTACT ENGINEER BEFORE PROCEEDING.
3. THIS ELECTRICAL INSTALLATION SHALL MEET ALL REQUIREMENTS OF NEC ARTICLES 250 AND 680. IN ACCORDANCE WITH THIS, UNDERGROUND WIRING SHALL NOT BE PERMITTED UNDER THE POOL OR WITHIN 5' HORIZONTALLY FROM THE INSIDE WALL OF THE POOL UNLESS THIS WIRING IS NECESSARY TO SUPPLY POOL EQUIPMENT PERMITTED BY NEC ARTICLE 680. ALL RECEPTACLES SHALL BE LOCATED AT LEAST 10' FROM THE INSIDE WALL OF POOLS. ALL RECEPTACLES WITHIN 20' OF THE POOL SHALL HAVE GFCI PROTECTION. ADDITIONALLY, ALL UNDERWATER LIGHTING SHALL BE GFCI PROTECTED. MOUNTING HEIGHT FOR ANY LIGHT FIXTURES SUSPENDED OVER POOLS SHALL BE NOT LESS THAN 12' ABOVE MAXIMUM WATER LEVEL.
4. COORDINATE LENGTH OF LIGHT CORDS WITH DISTANCE TO TRANSFORMER AND/OR POWER SUPPLY. CORD LENGTH MAY REQUIRE ADJUSTMENT OF VOLTAGE AT STEP-DOWN TRANSFORMER TO AVOID EXCESSIVE VOLTAGE DROP. IF SO, PROVIDE TAPS FOR TRANSFORMER AS REQUIRED.
5. RECIRCULATION PUMP SHALL BE ELECTRICALLY INTERLOCKED WITH CHEMICAL EQUIPMENT, IF APPLICABLE.
6. ELECTRICAL CONTRACTOR SHALL INSTALL NO FEWER THAN ONE 125-VOLT 15- OR 20-AMPERE RECEPTACLE ON A GENERAL PURPOSE BRANCH CIRCUIT. RECEPTACLE SHALL BE LOCATED NOT LESS THAN 10 FT, FROM AND NOT MORE THAN 20 FT. FROM THE INSIDE WALL OF THE POOL. THE RECEPTACLE SHALL BE LOCATED NOT MORE THAN 6 FT, 6 IN. ABOVE THE FLOOR, PLATFORM, OR GRADE LEVEL SERVING THE POOL (NOT APPLICABLE TO INDOOR POOLS WHERE COMPLIANT RECEPTACLES ARE AVAILABLE).
7. AN EQUIPOTENTIAL COMMON BONDING GRID IS REQUIRED FOR ALL PAVED WALKING SURFACES WITHIN THREE FEET OF THE INSIDE WALLS OF THE POOL AND/OR SPA FOR THE ENTIRE POOL PERIMETER. THE BONDING GRID MAY BE COMPOSED OF STEEL REINFORCING RODS (REBAR), OR #8 BARE SOLID COPPER CONDUCTORS, 6 X 6 X 10 WELDED WIRE FABRIC (MESH) IS ACCEPTABLE WHEN PROPERLY INSTALLED ON CHAIRS AND EACH SECTION IS CLAMPED WITH APPROPRIATE LISTED DEVICES AND/OR #8 SOLID COPPER JUMPERS. THE BONDING GRID MAY NOT BE INSTALLED DIRECTLY IN EARTH CONTACT OR WITHOUT PROPER COVER. THE INSTALLATION MUST BE IN ACCORDANCE WITH 680.26(C), NATIONAL ELECTRIC CODE (NEC) - LATEST AND THE FLORIDA BUILDING CODE - LATEST W/ AMENDMENTS.
8. THE FOLLOWING IS AN ACCEPTABLE ALTERNATIVE TO THE BONDING GRID DEFINED IN NOTE #7, ABOVE. AN UNDERGROUND BONDING CONDUCTOR MADE OF A SINGLE #8 AWG BARE SOLID COPPER WIRE BURIED TO A MINIMUM DEPTH OF 4 INCHES TO 6 INCHES BELOW SUBGRADE AND 18 INCHES TO 24 INCHES FROM INSIDE WALL OF THE SWIMMING POOL OR SPA. THIS IS DEFINED A PERMISSIBLE ALTERNATIVE OR EQUIVALENT TO COMPLIANCE WITH 8.680.26(C) OF THE NEC (2017), NFPA 20, ADOPTED BY REFERENCE WITHIN FBC.
9. THE ELECTRICAL CONTRACTOR SHALL ENSURE THAT SUPPLY VOLTAGE IS WITHIN 5% OF DESIGN VOLTAGE WHEN ALL EQUIPMENT IS IN OPERATION & SHALL RE-TAP TRANSFORMER, UP SIZE WIRE, OR SUPPLY A BUCK AND BOOST TRANSFORMER TO GET SUPPLY VOLTAGE TO NECESSARY LEVEL, IF NECESSARY.

NOTES:
1. TRANSFORMER AND RECEPTACLE LOCATIONS ARE SHOWN FOR REFERENCE ONLY. CONTRACTOR TO REVIEW HARDSCAPE PLANS FOR EXACT LOCATIONS.
2. REFER TO ELECTRICAL PLANS FOR LIGHTING CIRCUIT INFORMATION.
3. GFI RECEPTACLE LOCATIONS NOT SHOWN. REFER TO ELECTRICAL PLANS.
4. THE INSTALLING ELECTRICAL CONTRACTOR WILL VERIFY THAT ALL ELECTRICAL EQUIPMENT GROUNDS WILL HAVE THE SAME REFERENCE POTENTIAL AND WILL GIVE EVIDENCE OF SUCH TO WET ENGINEERING BEFORE ANY EQUIPMENT IS INITIALLY ENERGIZED.




TYPICAL GROUNDING SCHEMATIC
N.T.S




TYPICAL BONDING SCHEMATIC
N.T.S.

11/22/22
HEATHER W. BAXTER, P.E.
LICENSE # 58027

FSPA
Florida Swimming Pool Association

IAAPA
MEMBER

| NO. | REVISION/ISSUE | DATE |
|---|---|---|
| 1. | BID SET | 11/22/22 |

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FL Certificate of Authority No. 28177

PROJECT NAME
SPLASH PAD CONSTRUCTION PLANS DONNER PARK

SHEET TITLE
ELECTRICAL PLAN & DETAILS

DESIGNED BY: HWB
DRAWN BY: TCH
CHECKED BY: HWB

PROJECT: 22052
DATE: 11/22/22
SCALE: AS NOTED
SHEET: E1.0

DRAWINGS AS A FACTUAL REPRESENTATION OF FULL SET PLANS, SIGNED AND SEALED BY THE ENGINEER OF RECORD. ANY REVISIONS MADE TO THESE DRAWINGS WITHOUT THE WRITTEN AUTHORIZATION OF WET ENGINEERING, INC. WILL RELIEVE WET ENGINEERING, INC. OF ALL RESPONSIBILITY FOR THE DESIGN SHOWN.
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# QUOTE



| | | | |
|---|---|---|---|
| **Waterplay Solutions Corp.** | | **Prepared For:** | Shane Corbin |
| **805 Crowley Ave** | | **Quote No:** | QUO-07899 |
| **Kelowna, British Columbia** | | **Revision:** | 4 |
| **V1Y 7G6 Canada** | | **Title:** | Donner Park, City of Atlantic Beach, FL_ Sourcewell Quote |
| **Phone:** | 1.250.712.3393 | **Quote Date:** | 5/11/2023 |
| **Fax:** | 1.250.861.4814 | **Expiry Date:** | 8/9/2023 |
| **Toll Free:** | 1.888.890.6257 (USA & CAN) | **Sales Rep:** | Sean Hare |
| **Website:** | www.waterplay.com | **Email:** | Sean.Hare@makrgroup.com |

## Customer Information

| | | | |
|---|---|---|---|
| **Customer:** | City of Atlantic Beach | **Bill To:** | City of Atlantic Beach |
| **Telephone:** | (904) 247-5874 | | 800 Seminole Road |
| **Payment Terms:** | 50%O 50%S (50% to order/50% to ship) | | Atlantic Beach FL |
| **Currency:** | USD | | 32233 USA |
| **Project Name:** | **Donner Park** | **Main Freight Quoted To:** | Shane Corbin<br>City of Atlantic Beach<br>2072 George St.<br>Atlantic Beach FL<br>32233 USA |
| **Freight Terms:** | FCA-Origin Kelowna BC | | |
| **PO Number:** | | | |
| **Notes:** | | | |
| Sourcewell Project<br>City of Atlantic Beach member ID#67064<br>Waterplay Solutions Corp. contract # 010521-WTR | | **Pre-ship Freight Quoted To:** | Shane Corbin<br>City of Atlantic Beach<br>2072 George St.<br>Atlantic Beach FL<br>32233 USA |

## LINE ITEMS

| Part ID | Qty | Description | Pre-ship | MSRP | Extended Price |
|---|---|---|---|---|---|
| 0010-1709 | 1.00 | FS Rain Forest | N | $6,550.00 | $6,550.00 |
| 0010-0497 | 1.00 | FS Magnif-Eye<br>(Choose a Standard Graphic from our Collection, free of charge) | N | $6,200.00 | $6,200.00 |
| 0010-8091 | 1.00 | FS Twist n Spill 2 | N | $15,510.00 | $15,510.00 |
| 0010-5834 | 1.00 | FS Water Weaver 1<br>(Purchase 3 or more Weavers and receive a 5% discount) | N | $3,040.00 | $3,040.00 |
| 0010-1431 | 2.00 | FS Ringling | N | $5,385.00 | $10,770.00 |
| 0010-8081 | 1.00 | FS Parasol | N | $5,590.00 | $5,590.00 |
| 0010-7477 | 2.00 | GS Fountain Mountain | Y | $785.00 | $1,570.00 |

# QUOTE

FUN BUiLDS

**Quote No:** QUO-07899

| | | | | | |
|---|---|---|---|---|---|
| 0010-7489 | 3.00 | GS Tulip | Y | $785.00 | $2,355.00 |
| 0010-9815 | 1.00 | GS Team Effect Mini | Y | $3,900.00 | $3,900.00 |
| 0010-7475 | 2.00 | GS Charlottes Web | Y | $785.00 | $1,570.00 |
| 0010-0507 | 8.00 | playPHASE Base | Y | $615.00 | $4,920.00 |
| 0010-7491 | 3.00 | GS Lily Pad<br>Nozzle type: 0010-7481 GS Solo Spurt and Graphic required: Choose a Standard Graphic from our Collection, free of charge.<br>(Purchase 3 or more Lily Pads and receive a 5% discount) | Y | $1,135.00 | $3,405.00 |
| 0010-7496 | 1.00 | GS Spray Tunnel 4<br>0010-7486 The Wave nozzle<br>(Compatible with any 2.5" nozzle) | Y | $2,100.00 | $2,100.00 |
| 0010-1854 | 1.00 | Activator Power Post | N | $2,540.00 | $2,540.00 |
| 0010-2248 | 1.00 | Controller WTS by Others<br>**SHIP TO VAKPAK**(Surge Protection Panel 0002-1113 recommended for North America only) | N | $7,575.00 | $7,575.00 |
| DRA-00007 | 2.00 | Drain 12in square 6in Outlet Grey | Y | $375.00 | $750.00 |
| FREIGHT-US | 1.00 | Freight USA<br>Pre-Ship: Embeds (Price will be re-quoted at time of Order) | Y | $1,625.00 | $1,625.00 |
| FREIGHT-UPS | 1.00 | Freight UPS<br>VAK PAK SHIP: Controller(Price will be re-quoted at time of order). | Y | $125.00 | $125.00 |
| FREIGHT-US | 1.00 | Freight USA<br>Main Ship: Features (Price will be re-quoted at time of Order) | N | $6,500.00 | $6,500.00 |
| VIP-LILYPADS | 1.00 | Promotion - Lily Pads | N | $-170.25 | $-170.25 |

| | |
|---|---|
| **MSRP:** | $86,424.75 |
| **Discount:** | **$8,599.22** |
| **Total MSRP:** | **$77,825.53** |
| **Deposit Required (50%):** | **$38,912.77** |

# QUOTE

FUN BUiLDS

**Quote No:** QUO-07899

Waterplay has partnered with Marlin Capital Solutions to provide flexible product financing options to our customers, moving your project from a capital cost to an operational expense.

If interested in financing your aquatic play project, please visit our website at www.waterplay.com/en/marlin-financing-options/ and click the "Calculate a Finance Quote" button to view quote estimates and submit a preliminary application. Our financing expert will get in touch with you to discuss financing details and next steps. Once approved, Marlin will provide the documentation for you to sign with the agreed-upon monthly payment and term. It's really that easy!

## WATERPLAY EQUIPMENT DOES NOT INCLUDE

Unless otherwise specified, Waterplay equipment DOES NOT include the following:
- Engineered drawings;
- Installation of equipment or other site amenities;
- Specialty fittings, flex couplers or other similar types of joining;
- Field piping/plumbing, double check valves, in-line strainer;
- Power supply, electrical conduit, wiring, connection fittings;
- Electronic solenoid valves (only included with the purchase of a Waterplay manifold).

## COMPLIANCE WITH CODES AND STANDARDS

Waterplay Solutions Corp. is an equipment manufacturer. We participate in ASTM panels for the aquatics industry and make every effort to ensure that our product will meet or exceed the ASTM standards. Waterplay also aims to ensure that most of our features are ADA compliant but some structures will fall outside of this compliance. It is the Customer's responsibility to ensure that any requirements to meet ADA compliance are duly noted prior to placing the order.

Waterplay products are purchased and installed all over the world; unfortunately it is not possible for Waterplay to know all local standards, codes and/or municipal by-laws that may apply to the equipment we provide. Waterplay will work with our Customers to ensure compliance with applicable codes and standards but it is the Customer's responsibility to identify those requirements prior to the signed purchase contract. Failure to do so may result in additional charges to the Customer should modifications be required after the order is placed.

# QUOTE

FUN BUiLDS

**Quote No:** QUO-07899

## TERMS AND CONDITIONS - WATERPLAY SOLUTIONS CORP

PURCHASE CONTRACT TERMS & CONDITIONS OF SALE:

The following terms and conditions (the "Terms and Conditions") form part of the Waterplay purchase contract (the "Purchase Contract") between yourself (the "Customer") and Waterplay Solutions Corp. ("Waterplay"). The Customer's acceptance and understanding of these Terms and Conditions and all other supporting documentation provided as part of this package is evidenced by signing of the Purchase Contract.

**1. PAYMENT TERMS AND FINANCIAL CONSIDERATIONS:**

1.1) Unless otherwise specified in the Purchase Contract, payment by the Customer of the purchase price specified in the Purchase Contract (together with all applicable taxes, the "Purchase Price") shall be on the following terms: 50% of the Purchase Price to be paid prior to Waterplay commencing production on the Customer's order and the balance of the Purchase Price to be paid prior to Waterplay shipping the order (or any part thereof) to the Customer. Any overdue balances are subject to interest charges of 2% per month.

1.2) Payments due prior to order shipping must be received not later than 5 business days prior to the currently stated scheduled ship date. If payment, as required, is not received within this time frame, the shipment may be rescheduled at the discretion of Waterplay. Waterplay reserves the right to invoice the order in full, per the terms of the contract, on the currently stated shipment date. Additionally, Waterplay reserves the right to request, and the customer agrees to pay, storage fees equivalent to 1% of the MSRP value of the order/week OR $500/week whichever is greater, beginning on the currently scheduled date of shipment.

1.3) Unless otherwise specifically stated, all sales taxes or any other personal property taxes, use taxes, duties, excises, levies or tariffs imposed by any government authority and incurred by Waterplay through performance of the Purchase Contract will be the Customer's responsibility and are not included in the Purchase Price. Without limiting the generality of the foregoing, applicable Canadian taxes will be applied to all taxable goods and services included in the Purchase Contract based on the Canada Revenue Agency's GST/HST Place of Supply rules and/or provincial requirements if applicable, as amended from time to time.

1.4) Customers are advised to consult with their financial and tax advisors to obtain further information regarding taxes applicable to their purchase.

1.5) Waterplay maintains a no return policy and asks all Customers to determine feature and colour selection carefully. If the Customer cancels the order after production has commenced, Waterplay reserves the right to charge (and the Customer agrees to pay) a 20% re-stocking fee.

1.6) Cheque, Wire Transfer, Irrevocable Letter of Credit or Credit Card (note: an administrative fee of 3.5% may apply to payments made via Credit Card) are considered acceptable payment methods.

# QUOTE

FUN BUiLDS

**Quote No:** QUO-07899

**2. TITLE:**

2.1) Except where title to the products contained in the Customer's order is explicitly transferred by Waterplay to the Customer and the Purchase Price is paid in full, property in, title to and right to possession of such products shall remain in Waterplay until the Purchase Price and all sums due or to become due from the Customer are fully paid.

2.2) Should the goods comprising the Customer's order be connected with the ground or real property or buildings because of foundations or mechanical parts, then this connection is to be considered as transitory in nature until payment in full of the Purchase Price.

2.3) Unless otherwise agreed, for projects where Waterplay is supplying goods without installation, risk of loss of the goods, or any part of the goods, shall pass to the Customer when the goods or any part of the goods is delivered to the Customer or its agent or to a carrier for delivery to the Customer or its agent, which ever event shall first occur.

2.4) In the event of a "turnkey" projects (where Waterplay is suppling and installing goods), risk of loss of the goods shall pass to the Customer upon completion of the project

**3. DESIGN CHANGES:**

3.1) If the Customer requests any changes in the design specifications, or if changes in such specifications are either required by an authority having jurisdiction or necessitated by material differences between the physical conditions upon which the specifications are based and actual on-site physical conditions, the Purchase Price shall be adjusted accordingly.

**4. LEAD TIMES & ORDER PROCESSING FOR RELEASE TO PROCUREMENT/PRODUCTION,:**

4.1) Waterplay strives to complete orders within the Customer's requested timeline and/or the timelines provided to the Customer at time of confirmation of order processing. However, production lead times can be impacted by multiple factors, some of which are beyond Waterplay's control, including, but not limited to, product mix and plant capacity at the time of order, availability of third party materials, parts, or services required for order completion.

4.2) Expected timing for order completion and shipment from the Waterplay factory will be communicated to the Customer at the time an executed Purchase Contract is accepted by Waterplay. Any revisions to the order completion and shipping timelines will be communicated to the Customer in writing (via email) at the time of revision.

4.3) In order to facilitate stated production and shipping lead times, colour and graphic selections, any other outstanding details specific to the project that are required for order finalization, and initial deposit per the payment terms of the project must be provided to Waterplay within 5 business days of signing of the Purchase Contract. Details regarding any outstanding information or payments required for order processing will be communicated in writing (via email) at the time of order confirmation.

4.3)1. Any delay in provision of the required details by The Customer will result in potential delays to shipping/delivery of the product.

4.4) The expiry date of the originally executed quote/purchase contract shall remain in effect until all information is received and the order is released for procurement and production. Should the stated quote expiry date pass, while information required from the Customer for order release is still outstanding, Waterplay reserves the right to refresh the quote and freight charges. Any applicable variances to the originally stated pricing will be applied.

**5. INSTALLATION SCHEDULING, CUSTOMER TIMELINES, & ASSOCIATED PENALTIES OR DAMAGES**

5.1) The Customer will advise Waterplay in writing (via email) of any schedule constraints and provide full details surrounding any potential for penalties or damages associated with the installation schedule and/or customer timelines.

5.1)1. Waterplay reserves the right to request documentation supporting any stated penalties or damages that may be incurred.

5.1)2. Waterplay will not be held liable for any expense associated with claimed penalties or damages in the event of a failure to provide relevant details as outlined under this agreement AND an explicit acknowledgement/acceptance of the same being provided in writing by Waterplay.

5.2) If Waterplay has been contracted for installation services:

5.2)1. Once production and delivery timelines have been confirmed, Waterplay will work with the customer to confirm arrangements for installation scheduling

5.2)2. Any changes to the confirmed installation schedule will be coordinated and confirmed between Waterplay and the Customer.

5.2)3. Changes to the installation schedule will be contingent on contractor/installer availability.

**6. LOGISTICS AND SHIPPING**

6.1) Transit time from Waterplay's warehouse, or other warehouse should product be direct shipping from another location to destination is in ADDITION to the estimated production/shipping lead times indicated by Waterplay at the time of confirmation of order processing.

6.2) Waterplay shall not be held liable for any costs incurred by the Customer as a result of transit times from Waterplay's warehouse, or other warehouse, to destination.

6.3) Unless otherwise stated in the Purchase Contract or other confirmed communication between Waterplay and the Customer, delivery of Waterplay product shall be either FCA Origin for all domestic/North American deliveries, or CIF Destination Port, or air cargo terminal, for all international/overseas shipments.

6.4) All products will be carefully wrapped, packaged, and secured to mitigate loss or damage during shipment and meet local regulations for import. Charges for any extraordinary packaging requests on the part of the Customer shall be applied.

6.5) All shipments must be inspected upon delivery and any damage, errors, or omissions on parts or components of the order must be reported to Waterplay and the transport company within 48 hours of receipt of goods.

6.6) Where transportation costs are included in the Purchase Price, if the Customer requests a transportation method other than the most economical one, the excess transportation cost shall be paid by the Customer. No credit or deduction shall be allowed to the Customer for any transportation charges beyond any point at which the Customer accepts delivery.

6.7) If required, Waterplay shall communicate the delivery shipment date with the general contractor (the "Contractor") identified by the Customer in this Purchase Contract to permit on site material unloading and handling preparations by the Contractor.

6.8) In the event that changes are made, as a result of the customer's request or action, to the delivery schedule after the Customer's order is confirmed and the expected shipping date and delivery date have been determined, Waterplay reserves the right to request payment of (and the Customer agrees to pay) the outstanding balance of the Purchase Price, effective the initially determined shipping date. Waterplay also reserves the right to request payment of, and the Customer agrees to pay, a storage fee equivalent to 1% of the MSRP value of order/week or $500/week, whichever is greater, beginning on the originally scheduled date of shipment.

**7. FEATURE ACCEPTANCE:**

7.1) The Customer has reviewed local codes/standards as they may apply to the products contained in this order and has noted its acceptance of the design and related product specifications, by signing the Purchase Contract.

7.2) Where custom features have been included, the Customer has indicated acceptance of the custom feature by initialing the enclosed custom product specification pages.

7.3) For orders including Water Treatment Systems ("WTS"), the Customer is responsible for ensuring the accepted system meets local standards and codes and that all appropriate approvals are obtained. The Customer has reviewed the WTS drawings and accepts the design by initialing each page of the drawing package.

**8. SERVICE & SUPPORT:**

8.1) Waterplay is responsible for providing telephone product technical assistance and system start-up support to ensure the proper operation of the Waterplay park systems. Operations and maintenance manuals will be provided at the completion of the project installation.

8.2) In the event that the Purchase Contract includes a provision for on-site service from Waterplay, the Customer is responsible for arranging such services at least 14 calendar days prior to the date a Waterplay representative is first required to be on site. Waterplay reserves the right to bill the Customer for (and the Customer agrees to pay) any additional expenses incurred if travel must be booked with shorter notice.

# QUOTE

FUN BUILDS

**Quote No:** QUO-07899

8.3) Waterplay is responsible for communicating on-site service requirements to the Customer in advance of commencing a service trip.

8.4) The Customer is responsible for coordinating installation schedules with Waterplay to ensure that the site is ready for Waterplay's services upon arrival.

8.5) Waterplay reserves the right to bill the Customer for (and the Customer agrees to pay) any additional time on site and any additional expenses incurred as a result of the site not being ready for the planned services.

8.6) The Customer is responsible for ensuring a safe working environment for any on-site Waterplay or Waterplay contracted service technicians.

8.7) Waterplay contractors and staff have the right to discontinue work if a work environment is deemed by them (in their sole discretion) to be unsafe until such time as the safety concern(s) has been resolved to Waterplay's satisfaction.

8.8) Waterplay reserves the right to bill the Customer for (and the Customer agrees to pay) any additional time on site as well as any additional expenses incurred as a result of waiting to rectify an unsafe work condition.

**9. GENERAL TERMS & CONDITIONS:**

9.1) Relative to the Project identified within this agreement and the commitments between The Customer and Waterplay, the terms and conditions of this Purchase Contract shall supersede those contained in any other purchase order, contract, or agreement, unless expressly agreed to in writing by both parties.

9.2) Acceptance of Order: Waterplay may refuse to accept any order for any reason whatsoever without incurring any liability from the Customer. Change Orders: No change to this Agreement will be enforceable unless the customer has provided an executed Waterplay Change Order.

9.3) Collection Costs: The Customer agrees to pay on demand the amount of all expenses reasonably incurred by Waterplay in efforts to collect the Purchase Price. The Customer shall pay reasonable legal costs (fees and disbursements) on a solicitor and own client basis, including fees incurred in both trial and appellate courts or fees incurred without suit and all court costs.

9.4) Confidentiality: The pricing, design details and specifications of the products included in the Customer's order, including without limitation, fabrication drawings, samples, sketches, photographs, foundation drawings, approval drawings, shipping lists, manuals and any other technical details (collectively, the "Confidential Information") supplied are the property of Waterplay and are confidential. The Customer shall not, without prior written consent of Waterplay, use the Confidential Information except in connection with the installation and operation of the goods supplied or disclose such Confidential Information to third parties unless compelled by law.

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9.5) Limitation of Liability: The aggregate liability of Waterplay, its affiliates, and their respective employees, directors, officers, agents and contractors (collectively, the "MAKR Group") for any claim, whether in contract, tort (including negligence) or otherwise, for any loss or damage arising out of, connected with, or resulting from the manufacture, sale, delivery, installation, resale, repair, replacement or use of any product will in no case exceed the actual portion of the Purchase Price paid by the Customer for that product, or part thereof, which gives rise to the claim. In no event will the Waterplay Group be liable for special, indirect or consequential damages.

9.6) The limitation of liability contained herein shall survive the termination or expiration of the Purchase Contract.

9.7) Governing Law: This Purchase Contract and all amendments, modifications, alterations or supplements to this Purchase Contract shall be governed by the laws of the Province of British Columbia, as to the nature, validity and interpretation of the Purchase Contract. Acceptance of the Customer's order is subject to the condition that Waterplay's obligation under any laws or government orders, rules or regulations issued thereunder whether now in force or hereafter made effective, shall be no greater as a result of such accepted order and no greater than required by such laws, and Waterplay expressly disclaims assumption of any of the Customer's obligations under such laws.

9.8) Time: Time shall be of the essence of this Agreement and of each and every part hereof.

9.9) Dispute Resolution: All disputes arising out of, or in connection with, this Agreement shall be referred to and finally resolved by a single arbitrator (the "Arbitrator") pursuant to the Arbitration Act, R.S.B.C. 1996, c. 55, as amended from time to time or any successor statutes, with such arbitration being held in Kelowna, British Columbia. The decision of the Arbitrator on all issues or matters submitted to the Arbitrator for resolution shall be conclusive, final and binding on all of the parties. The Arbitrator shall determine who shall bear the costs of arbitration.

9.10) Enurement: This Agreement shall be binding upon and enure to the benefit of the parties hereto and their respective executors, administrators, successors and assigns.

9.11) Force Majeure: Neither the Customer nor Waterplay shall be liable for any failure to perform its obligations where such failure is as a result of Acts of God (including fire, flood, earthquake, storm, hurricane or other natural disaster), government imposed restrictions in response to a public crisis, war, invasion, act of foreign enemies, hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation, terrorist activities, nationalization, government sanction, blockage, embargo, labour dispute, strike, lockout, interruption or failure of electricity or telephone service, and no other party will have a right to terminate the agreement evidenced by the Purchase Contract in such circumstances. Any party asserting Force Majeure as an excuse shall have the burden of proving that reasonable steps were taken (under the circumstances) to minimize delay or damages caused by foreseeable events, that all non-excused obligations were substantially fulfilled, and that the other party was timely notified of the likelihood or actual occurrence which would justify such an assertion, so that other prudent precautions could be

# QUOTE

FUN BUiLDS

**Quote No:** QUO-07899

contemplated.

Acceptance of Quote Terms and Conditions of Sale as outlined:

_____ Date

_____ Signature

_____ Printed Name & Title

Please initial/sign each page of this agreement, scan and return all pages to Waterplay via fax, email or mail with confirmation of deposit (if applicable).

Thank you for your order!







Interactive







Interactive







Interactive

**CITY OF ATLANTIC BEACH**
**CITY COMMISSION MEETING**
**STAFF REPORT**

**AGENDA ITEM:** Prospective purchase of 0 Dora Drive

**SUBMITTED BY:** Steve Swann, City Engineer

**TODAY'S DATE:** June 21, 2023

**MEETING DATE:** June 26, 2023

**BACKGROUND:**

The City is considering purchasing 0 Dora Drive, a 2.2-acre parcel of vacant land, for future stormwater retention and passive recreation. A Jones Edmonds analysis surmises that incorporating this property into the City's stormwater management system would provide significant benefit with respect to reducing flood elevations by providing additional storage of stormwater runoff. City staff has negotiated a $1,075,000 purchase price with the property owner.

The city engineer is conducting a cost analysis that will be available at the June 26 meeting. The cost analysis will compare the projected costs of land acquisition and construction of drainage improvements at 0 Dora Drive with a commensurate reduction in construction required to complete the Phase III Hopkins Creek drainage improvement project.

The Phase III Hopkins Creek drainage improvement project, recommended by the 2018 Stormwater Master Plan Update and adopted in the 10-Year Capital Improvement Plan, is intended to provide additional storage of stormwater runoff in the drainage basin. Construction of a stormwater retention pond on the 0 Dora Drive property will partially offset the storage requirements planned for the Phase III project and reduce future construction costs of Phase III project.

**BUDGET:** TBD

**RECOMMENDATION:** Commission provide the City Manager direction on next steps.

**CITY MANAGER**: Joseph Mutt

**Gerrity, Joseph**

**From:** Leslie May <jeanribaultregent@gmail.com>
**Sent:** Saturday, June 17, 2023 11:00 AM
**To:** Corbin, Shane
**Subject:** America 250 Marker at Veterans Memorial Park

Good morning Kevin,

The Jean Ribault Chapter NSDAR is interested in placing a bronze marker at the park in commemoration of America's 250th anniversary. The plaque would read:

Revolutionary War Patriots
This marker commemorates the men and women who achieved
American independence.
These Patriots, believing in the noble cause of liberty,
fought valiantly to found a new nation.
1775 - 1783
Presented by
The Jean Ribault Chapter
Daughters of the American Revolution
in honor of the 250th anniversary of the United States.

We can choose a 30" x 30" post and cap mounted bronze plaque or a 24" x 24" bronze plaque that can be mounted on a wall or stone. Our chapter would need to get approval from our national society to do this.

Please advise me as to how to move forward for COAB approval if you feel this is a worthwhile endeavor.

Thank you for any assistance,

Sincerely,

Leslie May
Regent
Jean Ribault Chapter NSDAR
Working Together
For God, Home, and Country

DAR
Daughters of the American Revolution

**CITY OF ATLANTIC BEACH**
**CITY COMMISSION MEETING**
**STAFF REPORT**

**AGENDA ITEM:** Arts, Recreation, and Culture Committee (ARCC) Report – City Commission Recommendations

**SUBMITTED BY:** Latrenia Thomas, Director of Cultural Arts and Recreation

**TODAY'S DATE:** June 20, 2023

**MEETING DATE:** June 26, 2023

**BACKGROUND:** In January, the Arts, Recreation, and Culture Committee conducted a priority-setting exercise facilitated by Linda Lanier, the outcome of which was approved on June 13 in the form of recommendations to the City Commission in the areas of communication, programming and human resources and collaboration.

**BUDGET:** None

**RECOMMENDATION:** Request that the City Manager consider implementing the ARCC recommendations.

**ATTACHMENT(S):** ARCC Priorities

**REVIEWED BY CITY MANAGER:** 

# ARTS, RECREATION & CULTURE COMMITTEE
## Recommendations to the City Commission
Approved June 13, 2023

### COMMUNICATIONS

We recommend that the City improve communications and marketing systems and outcomes via:

- Developing and implementing a strategy aimed to ensure that residents are fully aware of the arts, recreation and culture amenities and programming available to them, where to find them and what activities are offered.
- Improving the City website's navigability to enable users to more efficiently get the information they are seeking.
- Developing and publishing a catalogue of departmental and grantee programming.
- Utilizing surveys to obtain customer feedback and publicly share the results.

### PROGRAMMING

We recommend that the City strive to enhance arts, recreation and culture programming via:

- Conducting an analysis identifying where the City wants to be with programming, identifying programming gaps, and devising a strategy to close the gaps.
- Activating one or more programming elements (i.e. turtle crawl) that enriches residents' knowledge about the community's history.

### HUMAN RESOURCES & COLLABORATION

We recommend that the City boost the Cultural Arts & Recreation Department's productivity and efficiency via:

- Analyzing whether the amount of City staffing meets the community's needs and expectations, and devising a strategy to adjust the staffing level, as needed.
- Developing and implementing a comprehensive volunteer management program.

**CITY OF ATLANTIC BEACH**
**CITY COMMISSION MEETING**
**STAFF REPORT**

**AGENDA ITEM:** Resolution No. 23-22 authorizing the City to contract with ACON Construction to provide design-build services for the construction of a splash pad at Donner Park at a price not to exceed $529,500 and pre-purchase the splash pad amenities from Waterplay at a price not to exceed $78,000.

**SUBMITTED BY:** Steve Swann, City Engineer/Kevin Hogencamp, Deputy City Manager

**TODAY'S DATE:** June 20, 2023

**MEETING DATE:** June 26, 2023

**BACKGROUND:**

A splash pad is included as a desired amenity for Donner Park in the Parks Master Plan. Upon issuing invitations to bid and soliciting a design-build cost from ACON Construction, which has a design-build agreement with the City of Jacksonville that the City of Atlantic Beach can utilize as a "piggyback", City staff recommends moving forward with a design-build agreement with ACON. The sole respondent to the City's invitations to bids submitted a price of $691,500; the total project cost for the City to utilize ACON, which recently completed a splash pad at Lonnie Miller Park in Jacksonville, will not exceed $607,500.

The guaranteed maximum price provided by ACON Construction, along with additional items that are required, are as follows:

| | |
|---|---|
| ACON Guaranteed Maximum Price | $474,000 (Splash pad, equipment & hardscape) |
| WaterPlay fountains & toys | $78,000 (Direct purchase by City) |
| Equipment Shelter | $20,000 |
| Electrical Service | $15,000 |
| Sewer Connection | $20,500 |
| **Total** | **$607,500** |

**BUDGET:**

Funding for the splash pad is as follows:

| | |
|---|---|
| FRDAP Grant | $185,500 |
| CDBG Grant | $36,500 |
| COAB Grant Match | $185,500 |
| Reallocated FY 2022-23 Funding | $200,000 |
| **Total** | **$607,500** |

Not including staff time for cleaning and daily visits to check water quality, filters, etc., monthly maintenance costs for the splash pad are expected to be less than $1,000 per month when it is being operated in the warmer months. Even during the warmer months, the splash pad will be turned off until the activator button is pushed by a user.

**RECOMMENDATION:** Commission approve Resolution 23-22.

**ATTACHMENTS:** Resolution No. 23-22
Installation Letter and Cost Proposal
ACON Contract
Plans
Pad Specifications
WaterPlay Quote
WaterPlay Schematic

**REVIEWED BY CITY MANAGER:** _____

**RESOLUTION NO. 23-22**

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF ATLANTIC BEACH, FLORIDA, AUTHORIZING THE CITY TO CONTRACT WITH ACON CONSTRUCTION TO PROVIDE DESIGN-BUILD SERVICES FOR THE CONSTRUCTION OF A SPLASH PAD AT DONNER PARK AT A PRICE NOT TO EXCEED $529,500 AND PRE-PURCHASE THE SPLASH PAD AMENITIES FROM WATERPLAY AT A PRICE NOT TO EXCEED $78,000; AUTHORIZING THE CITY MANAGER TO EXECUTE CONTRACTS AND PURCHASE ORDERS IN ACCORDANCE WITH AND AS NECESSARY TO EFFECTUATE THE PROVISIONS OF THIS RESOLUTION; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS,** splash pads offer many benefits to communities. They are safe, fun, and refreshing venue for children to cool off on hot days; they can help promote physical activity and community engagement; they are relatively low-maintenance; and they are environmentally friendly; and

**WHEREAS,** the City's Parks Master Plan envisions adding a splash pad as an amenity at Donner Park; and

**WHEREAS,** funding in the amount of $607,500 is in place in the City's Fiscal Year 2022-23 budget to pay costs associated with the construction of a splash pad at Donner Park; and

**WHEREAS,** the City desires to pre-purchase the splash pad amenities from WaterPlay at a price not to exceed $78,000; and

**WHEREAS,** the City desires to contract with ACON Construction to provide construction services for the project, including installation of the WaterPlay amenities, at a price not to exceed $529,500.

**NOW THEREFORE,** be it resolved by the City Commission of the City of Atlantic Beach as follows:

**SECTION 1**. The City Commission hereby authorizes the City to contract with ACON Construction to provide services for the construction of a splash pad at Donner Park at a price not to exceed $529,500 and pre-purchase the splash pad amenities from WaterPlay at a price not to exceed $78,000.

**SECTION 2.** The City Commission hereby authorizes the City Manager to execute contracts and purchase orders in accordance with and as necessary to effectuate the provisions of this resolution.

**SECTION 3.** This Resolution shall take effect immediately upon its passage and adoption.

**PASSED AND ADOPTED** by the City Commission of the City of Atlantic Beach, this 26th day of June, 2023.

_____
Curtis Ford, Mayor

Attest:

_____
Donna L. Bartle, City Clerk

Approved as to form and correctness:

_____
Jason Gabriel, City Attorney

**CITY OF ATLANTIC BEACH**
**CITY COMMISSION MEETING**
**STAFF REPORT**

**AGENDA ITEM:** ORDINANCE NO. 55-23-38

AN ORDINANCE OF THE CITY OF ATLANTIC BEACH, FLORIDA INCREASING MONTHLY SANITATION RATES BY 16.63% BY AMENDING CHAPTER 16, SOLID WASTE AND RECYCLING, ARTICLE I, SOLID WASTE DEFINITIONS AND PROCEDURES, SECTION 16-10 FEES FOR COLLECTION; PROVIDING FOR INTENT; PROVIDING FOR ADOPTION OF THE NEW RATES; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

**SUBMITTED BY:** Melissa Burns, Director of Finance MB

**TODAY'S DATE:** June 15, 2023

**MEETING DATE:** June 26, 2023

**BACKGROUND:** In June 2021, the City of Atlantic Beach entered into an agreement with GFL Environmental (GFL) effective Aug. 1, 2021, to provide solid waste collection and disposal services for its residents and commercial customers. The agreement stipulated how and when the rates that GFL could adjust the rates it charges the City to provide the services. The rates are broken down into collection, fuel and disposal components. The two components that are subject to periodic adjustments are the fuel and collection components.

The fuel component may be adjusted semi-annually. The fuel adjustment component (FAC) is adjusted based on fuel pricing set at 10% above the fuel pricing as per "On Highway Retail Diesel Price" Lower Atlantic Region, U.S. Department of Energy, Energy Information Administration. In May 2022, GFL exercised this option and increased the fuel component by $1.29 per month, effectively raising the rates that GFL charges the City by 7.4%. On May 19, 2023, GFL notified the City that the fuel component rate was decreasing to $3.22 per month from $3.71, resulting in an overall decrease of 2.5%.

The City was notified on May 27, 2022, of a CPI increase of 7.1% for the collection component, to take effect on October 1, 2022, raising the overall rate GFL charges the City by 3.2%. On May 17, 2023, GFL notified the City that the collection component rate will increase by 6.7% effective Oct. 1, 2023, resulting in an overall increase of 3.2%.

While the City accounts for its solid waste operations in an enterprise fund; the rate the City currently charges does not cover the cost of the solid waste collection services that GFL is providing, and does not cover additional expenses the City incurs providing solid waste collection functions.

The monthly residential rate GFL will charge the City effective Oct. 1, 2023, is $19.46 per month. To cover the GFL charges and additional City solid waste function expenses, and to provide reserves for emergencies, the City's is adding 8% to the amount GFL charges, bringing the monthly residential collection rate to $21.02 -- a 16.63% increase.

**BUDGET:** An increase in garbage service charge revenue July-September

**RECOMMENDATION:** Commission review and vote on Ordinance 55-23-38

**ATTACHMENT(S):** Ordinance 55-23-38
GFL correspondence to the City of Atlantic Beach

**REVIEWED BY CITY MANAGER:** Joe Gentry

**ORDINANCE NO. 55-23-38**

**AN ORDINANCE OF THE CITY OF ATLANTIC BEACH, FLORIDA INCREASING MONTHLY SANITATION RATES BY 16.63% BY AMENDING CHAPTER 16, SOLID WASTE AND RECYCLING, ARTICLE I, SOLID WASTE DEFINITIONS AND PROCEDURES, SECTION 16-10 FEES FOR COLLECTION; PROVIDING FOR INTENT; PROVIDING FOR ADOPTION OF THE NEW RATES; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS,** the City bases its sanitation rates on recovering the cost of providing service and maintaining and utilizing a sanitation enterprise fund reserve (fund balance); and

**WHEREAS,** the City entered into a contract with Green for Life (GFL) Environmental on June 30, 2021, that became effective Aug. 1, 2021; notably, the residential sanitation removal rate GFL charged the City was $17.45 and the monthly residential sanitation removal rate the City charges its residents was and remains $18.02; and

**WHEREAS,** GFL Environmental increased the monthly fuel component rate it charges the City effective May 1, 2022, due to the semi-annual fuel surcharge fuel component adjustment, resulting in a 7.4% overall rate increase to the City; and

**WHEREAS,** GFL Environmental increased the monthly collection component rate effective October 1, 2022, as a result of the consumer price index (CPI) adjustment, resulting in a 3.2% overall rate increase to the City; and

**WHEREAS,** GFL Environmental decreased the monthly fuel component rate it charges the City effective June 1, 2023, due to the semi-annual fuel surcharge fuel component adjustment, resulting in a 2.5% overall rate decrease to the City; and

**WHEREAS,** the City has been notified that GFL Environmental will increase the monthly collection component rate it charges the as a result of the CPI adjustment effective October 1, 2023, resulting in a 3.2% overall rate increase to the City; and

**WHEREAS,** the monthly residential sanitation rate GFL will charge the City effective October 1, 2023, will be $19.46; and

**WHEREAS,** by virtue of the City not passing along sanitation rate increases since June 1, 2019, the City sanitation fund reserve was depleted by about $231,232 between Oct. 1, 2021, and April 30, 2023; and,

**WHEREAS,** the City deems it necessary to increase rates corresponding to the City's sanitation collection provider rate increases since June 1, 2019, to enable it to stabilize the sanitation program's operations while maintaining and utilizing a sufficient sanitation fund reserve; and

**WHEREAS,** in addition and to account for expenses (via the sanitation enterprise fund reserve) pertaining to emergencies and other considerations, the City deems it necessary to establish monthly sanitation rate amounting to 8% more than the monthly amount GFL Environmental charges the City for residential and commercial solid waste removal; and

**WHEREAS,** as such, the City deems it necessary to increase the monthly residential sanitation removal rate to $21.02, a 16.63% increase over the current monthly residential sanitation removal rate of $18.02; and

**WHEREAS,** the City further deems it necessary to correspondingly increase monthly commercial sanitation removal rates as delineated in Section 2 of this Ordinance; and

**WHEREAS,** miscellaneous monthly commercial removal rates not delineated in Section 2 will remain as established in the June 30, 2021, solid waste agreement between the City of Atlantic Beach and GFL Environmental.

**NOW, THEREFORE, BE IT ENACTED BY THE CITY COMMISSION ON BEHALF OF THE PEOPLE OF THE CITY OF ATLANTIC BEACH, FLORIDA:**

**SECTION 1.** Intent.

It is the intent of the City of Atlantic Beach, Florida to adjust monthly fees for sanitation services by 16.63%.

**SECTION 2.** Section 16-10, Article 1, Chapter 16 of the City's Code of Ordinances shall be amended in its entirety as follows:

All residents, occupants and owners of premises in the city shall have accumulations of solid waste removed and disposed of by the ~~franchise~~contractor, and for the service of solid waste removal shall pay the city the sums as promulgated by ordinance shown below for each type of service.

(1) *Residential.* Monthly payments shall be computed by multiplying the initial number of residential units in the service area times ~~seventeen dollars and seventy-eight cents ($17.78)~~ twenty-one dollars and two cents ($21.02) per household for garbage, recycling, and yard waste.

a. Any person requesting an additional garbage pick-up each week shall be charged an additional fee of ~~seventeen dollars and seventy-eight cents ($17.78)~~ twenty-one dollars and two cents ($21.02) per month. The day of the additional pick-up shall be set by the ~~franchisee~~ contractor, and a subscription agreement shall be signed with the city which shall require a minimum of one (1) year of the additional fee.

b. Any person requesting an additional garbage toter (or required to have an additional garbage toter due to volume of excess trash produced) for their household shall be charged an additional fee of ~~eight dollars and eighty-four cents ($8.84)~~ ten dollars and forty-five cents ($10.45) per month and a subscription agreement shall be signed with the city which shall require a minimum of one (1) year of the additional fee.

(2) *Multifamily residential (curbside, all residential services):* Monthly payments shall be computed by multiplying the initial number of residential units in the service area times ~~seventeen dollars and seventy-eight cents ($17.78)~~ twenty-one dollars and two cents ($21.02) per household for garbage, recycling and yard waste.

~~(3) *Multifamily residential recycling using toters:* Monthly recycling bill shall be computed by multiplying the number of toters times nine dollars and fifty-two cents ($9.52) times four and thirty-three hundredths (4.33) in accordance with subsection (11) below.~~

~~(4)~~(3) *Multifamily (containers emptied by mechanical means):* Monthly payments shall be computed by multiplying the total monthly yardage based on container size by the rate of ~~five dollars and fifty-eight cents ($5.58)~~ six dollars and sixty cents ($6.60) per cubic yard. For users of two (2) cubic yard containers, monthly payments shall be computed by multiplying the total monthly commercial yardage collected by the rate of six dollars and ~~seventy-two cents ($6.72)~~ seven dollars and ninety-four cents ($7.94) per cubic yard for containerized garbage.

~~(5)~~(4) *Commercial (curbside, all residential services):* Monthly payments shall be computed by multiplying the number of business units in the service area times ~~seventeen dollars and seventy-eight cents ($17.78)~~ twenty-one dollars and two cents ($21.02) per business for garbage, yard waste and recycling.

~~(6)~~(5) *Commercial (curbside, garbage only, twice a week collection):* Monthly payments shall be computed by multiplying the number of commercial toters times ~~seventeen dollars and seventy-eight cents ($17.78)~~ twenty-one dollars and two cents for garbage.

~~(7)~~(6) *Commercial (containers emptied by mechanical means):* Monthly payments shall be computed by multiplying the total monthly commercial yardage collected by the rate of ~~five dollars and fifty-eight cents ($5.58)~~ six dollars and sixty cents ($.6.60) per cubic yard for containerized garbage based on container size. For users of two (2) cubic yard containers, monthly payments shall be computed by multiplying the total monthly commercial yardage collected by the rate of ~~six dollars and seventy-two ($6.72)~~ seven dollars and ninety-four cents ($7.94) per cubic yard for containerized garbage.

~~(8)~~(7) *Commercial (roll-off containers):* Monthly payments shall be computed by multiplying the total number of roll-off pulls by ~~thirty-two dollars and twenty-four cents ($32.24)~~ thirty-eight dollars and eleven cents ($38.11) per yard (based on container size other than C&D containers). For roll-off compactors, monthly payments shall be computed by multiplying the total number of roll-off pulls by ~~sixteen dollars and seventy-five cents ($16.75)~~ nineteen dollars and eighty cents ($19.80) per yard multiplied by container size.

~~(9)~~(8) *VIP compactors (FEL):* Monthly payments shall be computed by multiplying the total monthly commercial yardage collected based on container size by the rate of ~~sixteen dollars and thirty-two cents ($16.32)~~ nineteen dollars and twenty-nine cents ($19.29) per cubic yard for compacted containerized waste.

~~(10)~~(9) *Special pickups including extra service, excess yard waste and commercial bulk pickups:* Special pickups shall be billed at the rate listed in the schedule of standard charges approved by the city commission.

~~(11)~~(10) *[Standardized billing.]* For billing standardization purposes, monthly payments will be calculated assuming four and thirty-three hundredths (4.33) weeks per month.

**SECTION 2.** Severability. If a Court of competent jurisdiction at any time finds any provision of this Ordinance to be unlawful, illegal or unenforceable, the offending provision shall be deemed severable and removed from the remaining provisions of this Ordinance which shall remain in full force and intact.

**SECTION 3.** Effective Date. This ordinance shall take effect upon final reading and approval.

**PASSED** by the City Commission on first reading this 12th day of June, 2023.

**PASSED** by the City Commission on second and final reading this 26th day of June 2023.

_____
Curtis Ford, Mayor

Attest:

_____
Donna L. Bartle, City Clerk

Approved as to form and correctness:

_____
Jason Gabriel, City Attorney

GFL GREEN FOR LIFE environmental

May 27th, 2022

City of Atlantic Beach, FL
Patricia Drake – Procurement Manager
800 Seminole Rd.
Atlantic Beach, FL 32233

RE: FY22/23 CPI Adjustment

Dear Ms. Drake,

GFL is pleased to be the solid waste and recycling service provider for the City of Atlantic Beach, and I am amazed that another year has already gone by. I hope that GLF is not only meeting, but exceeding the expectations for the Residents, the City Council, and the Staff of Atlantic Beach.

Pursuant to Section F. of our Solid Waste Agreement, the fees or compensation payable to the Contractor may be automatically adjusted upward by an appropriate Consumer Price Index (CPI) Collection Adjustment applied only to theCollection Component of the fee rate(s) no more than once per calendar year, to be effectiveOctober 1 of each year, upon written request of the City or the Contractor provided to theother party no later than June 1 of each year. CPI shall be calculated utilizing the All-Urban Consumers (CPI-U): South Class B/C, all items. Contractor shall use the month of February of the prior contract year to March of the current contract year to calculate the CPI adjustment.

GFL has assessed performed the 2021/2022 CPI calculation and the percentage adjustment equates to an increase of 7.1% (please see below table).

**Table A. South region CPI-U 1-month and 12-month percent changes, all items index, not seasonally adjusted**

| | 2018 | | 2019 | | 2020 | | 2021 | | 2022 | |
|---|---|---|---|---|---|---|---|---|---|---|
| Month | 1-month | 12-month | 1-month | 12-month | 1-month | 12-month | 1-month | 12-month | 1-month | 12-month |
| January | 0.5 | 1.8 | 0.2 | 1.2 | 0.3 | 2.3 | 0.5 | 1.6 | 0.9 | 7.8 |
| February | 0.6 | 2.1 | 0.5 | 1.1 | 0.2 | 1.9 | 0.5 | 2.0 | 1.1 | 8.4 |
| March | 0.2 | 2.3 | 0.7 | 1.6 | -0.1 | 1.1 | 0.8 | 2.9 | 1.4 | 9.1 |

As consistent with our solid waste agreement, GFL will be adjusting the collection portion of our solid waste rates to reflect the 7.1% increase to become effective 10-1-2022. In addition, we have also provided the rate sheets that reflects the fuel surcharge adjustment effective 5-1-2022 and also the CPI adjusted rates effective 10-1-2022.

We appreciate our continued partnership with the City and we look forward to another successful contract year.

Thank you,

*Skip McCall*

Skip McCall
Government Contracts Manager
GFL Solid Waste Southeast, LLC
smccall@gflenv.com
352-507-2029

GFL GREEN FOR LIFE environmental

May 16th, 2023

City of Atlantic Beach, FL
Melissa Burns – Finance Director
800 Seminole Rd.
Atlantic Beach, FL 32233

RE: FY23/24 CPI Adjustment

Dear Ms. Burns,

GFL is pleased to be the solid waste and recycling service provider for the City of Atlantic Beach, and I am amazed that another year has already gone by. I hope that GLF is not only meeting, but exceeding the expectations for the Residents, the City Council, and the Staff of Atlantic Beach.

Pursuant to Section F. of our Solid Waste Agreement, the fees or compensation payable to the Contractor may be automatically adjusted upward by an appropriate Consumer Price Index (CPI) Collection Adjustment applied only to the Collection Component of the fee rate(s) no more than once per calendar year, to be effective October 1 of each year, upon written request of the City or the Contractor provided to the other party no later than June 1 of each year. CPI shall be calculated utilizing the All-Urban Consumers (CPI-U): South Class B/C, all items. Contractor shall use the month of February of the prior contract year to March of the current contract year to calculate the CPI adjustment.

GFL has performed the 2022/2023 CPI calculation and the percentage adjustment equates to an increase of 6.7% (please see below table).

**CPI for All Urban Consumers (CPI-U)**
**Original Data Value**

| | |
|---|---|
| **Series Id:** | CUURN300SA0,CUUSN300SA0 |
| **Not Seasonally Adjusted** | |
| **Series Title:** | All items in South - Size Class B/C, all |
| **Area:** | South - Size Class B/C |
| **Item:** | All items |
| **Base Period:** | DECEMBER 1996=100 |
| **Years:** | 2013 to 2023 |

| Year | Jan | Feb | Mar |
|---|---|---|---|
| **2022** | 171.790 | 173.657 | 176.109 |
| **2023** | 183.679 | 184.804 | 185.325 |

As consistent with our solid waste agreement, GFL will be adjusting the collection portion of our solid waste rates to reflect the 6.7% increase to become effective 10-1-2023.

We appreciate our continued partnership with the City and we look forward to another successful contract year.

Thank you,

*Skip McCall*

Skip McCall
Government Contracts Manager
GFL Solid Waste Southeast, LLC
smccall@gflenv.com
352-507-2029

**City of Atlantic Beach May 1st, 2022**

Updated Monthly Rates to Reflect Semi-Annual Fuel Surcharge fuel component adjustment of **$1.29.** Adjusted residential rate will be reflected parenthetically ( ). Fuel surcharge adjustment will be effective 5-1-2022.

| | **RESIDENTAL CURBSIDE COLLECTION** **Contractor to supply all toters and maintenance of toters** | | | | |
|---|---|---|---|---|---|
| | Monthly Collection Component | Monthly Fuel Component | Monthly Disposal Component | Total Monthly | Total Monthly x approx. 5,139 Customers |
| Refuse | $4.39 | $.94 ($.43) | $2.67 | $8.00 | $41,112 |
| Yard | $2.68 | $.72 ($.43) | $.80 | $4.20 | $21,583.80 |
| Recycling | $1.36 | $.76 ($.43) | $3.13 | $5.25 | $26,979.75 |
| **Monthly Totals** | $8.43 | $2.42 + **($1.29)** | $6.60 | $17.45 **($18.74)** | $89,675.55 |

## COMMERCIAL CONTAINER COLLECTION AND DISPOSAL

**Per Cubic Yard**

| Component | | Rate |
|---|---|---|
| Collection | $3.59 | |
| Disposal | $1.00 | |
| Fuel | $.40 ($1.29) | |
| Total | $4.99 | $4.99 per cubic yard = ($1.29) = **($6.28)** per cubic yard |

| | **Commercial 90 Gallon** | | | |
|---|---|---|---|---|
| | Monthly Collection | Disposal | Fuel Component | Total Monthly Rate |
| First Toter | $16.80 | $2.20 | $1.00 ($1.29) | $20.00 **($21.29)** |
| Second Toter (Total Only) | | | | $20.00 **($21.29)** |
| | **Commercial Hand** | | | |
| | Collection Component | Disposal Component | Fuel Component | Total Monthly Rate |
| Up to 3, 32 Gallon Containers | $16.80 | $2.20 | $1.00 ($1.29) | $20.00 **($21.29)** |

| **Roll Off Compactor** | | | | |
|---|---|---|---|---|
| | 15 Yard | 20 Yard | 30 Yard | 40 Yard |
| Pull Charges | $475.00 ($17.72) | $475.00 ($17.72) | $475.00 ($17.72) | $475.00 ($17.72) |
| Rental/Lease Charges | $500.00 *If contractor owned- | $500.00 ---------- | $600.00 ---------- | $600.00 ---------- |
| **Roll Off Open Top** | | | | |
| Pull Charges | $475.00 ($17.72) | $475.00 ($17.72) | $475.00 ($17.72) | $475.00 ($17.72) |
| Rental Fees Monthly | $0.00 | $0.00 | $0.00 | $0.00 |
| Delivery Fees | $125.00 | $125.00 | $125.00 | $125.00 |

**City of Atlantic Beach May 27th, 2022**

Updated Monthly Rates to Reflect annual CPI adjustment of 7.1%. CPI applied to collection component only and is referenced parenthetically ( ). Adjusted rate table will be effective 10-1-2022.

| | **RESIDENTAL CURBSIDE COLLECTION**<br>**Contractor to supply all toters and maintenance of toters** | | | | |
|---|---|---|---|---|---|
| | Monthly Collection Component | Monthly Fuel Component | Monthly Disposal Component | Total Monthly | Total Monthly x approx. 5,139 Customers |
| Refuse | $4.39 ($.31) | $1.37 | $2.67 | $8.74 | $41,112 |
| Yard | $2.68 ($.19) | $1.15 | $.80 | $4.82 | $21,583.80 |
| Recycling | $1.36 ($.10) | $1.19 | $3.13 | $5.78 | $26,979.75 |
| **Monthly Totals** | $8.43 + **($.60)** | $3.71 | $6.60 | $18.74 **($19.34)** | $89,675.55 |

## COMMERCIAL CONTAINER COLLECTION AND DISPOSAL

**Per Cubic Yard**

| Component | | Rate |
|---|---|---|
| Collection | $3.59 ($.25) | |
| Disposal | $1.00 | |
| Fuel | $1.69 | |
| Total | $6.28 | $6.28 per cubic yard + ($.25) = **($6.53)** |

| | **Commercial 90 Gallon** | | | |
|---|---|---|---|---|
| | Monthly Collection | Disposal | Fuel Component | Total Monthly Rate |
| First Toter | $16.80 ($1.19) | $2.20 | $2.29 | $21.29 **($22.48)** |
| Second Toter (Total Only) | | | | $21.29 **($22.48)** |
| | **Commercial Hand** | | | |
| | Collection Component | Disposal Component | Fuel Component | Total Monthly Rate |
| Up to 3, 32 Gallon Containers | $16.80 ($1.19) | $2.20 | $2.29 | $21.29 **($22.48)** |

| **Roll Off Compactor (CPI Pull Charge Rate $526.45)** | | | | |
|---|---|---|---|---|
| | 15 Yard | 20 Yard | 30 Yard | 40 Yard |
| Pull Charges | $492.72 ($33.73) | $492.72 ($33.73) | $492.72 ($33.73) | $492.72 ($33.73) |
| Rental/Lease Charges | $500.00 *If contractor owned- | $500.00 ---------- | $600.00 ---------- | $600.00 ---------- |
| **Roll Off Open Top (CPI Pull Charge Rate $526.45)** | | | | |
| Pull Charges | $492.72 ($33.73) | $492.72 ($33.73) | $492.72 ($33.73) | $492.72 ($33.73) |
| Rental Fees Monthly | $0.00 | $0.00 | $0.00 | $0.00 |
| Delivery Fees | $125.00 | $125.00 | $125.00 | $125.00 |

**City of Atlantic Beach May 18th , 2023**

Updated Monthly Rates to Reflect semi-annual Fuel Surcharge adjustment. Fuel Adjustment applied to fuel component only and is referenced parenthetically ( ). Adjusted rate table to reflect a fuel component decrease of $.49 will be effective **6-1-2023.**

| | **RESIDENTAL CURBSIDE COLLECTION** **Contractor to supply all toters and maintenance of toters** | | | | |
|---|---|---|---|---|---|
| | Monthly Collection Component | Monthly Fuel Component | Monthly Disposal Component | Total Monthly | |
| Refuse | $4.70 | $1.37 **(-$.29)** | $2.67 | $8.74 | |
| Yard | $2.87 | $1.15 **(-$.13)** | $.80 | $4.82 | |
| Recycling | $1.46 | $1.19 **(-$.07)** | $3.13 | $5.78 | |
| **Monthly Totals** | $9.03 | $3.71 **(-$.49)** | $6.60 | $19.34 **(-$.49)** **$18.85** | |

## COMMERCIAL CONTAINER COLLECTION AND DISPOSAL

**Per Cubic Yard**

| Component | | Rate |
|---|---|---|
| Collection | $3.84 | |
| Disposal | $1.00 | |
| Fuel | $1.69 **(-$.49)** | |
| Total | $6.53 | $6.53 per cubic yard - **($.49)** = **($6.04)** |

| | **Commercial 90 Gallon** | | | |
|---|---|---|---|---|
| | Monthly Collection | Disposal | Fuel Component | Total Monthly Rate |
| First Toter | $17.99 | $2.20 | $2.29 **(-$.49)** | $22.48 **($21.99)** |
| Second Toter (Total Only) | | | | $22.48 **($21.99)** |

| | **Commercial Hand** | | | |
|---|---|---|---|---|
| | Collection Component | Disposal Component | Fuel Component | Total Monthly Rate |
| Up to 3, 32 Gallon Containers | $16.80 ($1.19) | $2.20 | $2.29 **(-$.49)** | $22.48 **($21.99)** |

| | **Roll Off Compactor** | | | |
|---|---|---|---|---|
| | 15 Yard | 20 Yard | 30 Yard | 40 Yard |
| Pull Charges | $526.45 | $526.45 | $526.45 | $526.45 |
| Rental/Lease Charges | $500.00 *If contractor owned- | $500.00 ---------- | $600.00 ---------- | $600.00 ---------- |
| **Roll Off Open Top** | | | | |
| Pull Charges | $526.45 | $526.45 | $526.45 | $526.45 |
| Rental Fees Monthly | $0.00 | $0.00 | $0.00 | $0.00 |
| Delivery Fees | $125.00 | $125.00 | $125.00 | $125.00 |

**City of Atlantic Beach May 18th, 2023**

Updated Monthly Rates to Reflect annual CPI adjustment of 6.7%. CPI applied to collection component only and is referenced parenthetically ( ). Adjusted rate table will be effective **10-1-2023.**

| | **RESIDENTAL CURBSIDE COLLECTION**<br>**Contractor to supply all toters and maintenance of toters** | | | | |
|---|---|---|---|---|---|
| | Monthly Collection Component | Monthly Fuel Component | Monthly Disposal Component | Total Monthly Cost Per Home | |
| Refuse | $4.70 **($.32)** | $1.08 | $2.67 | $8.45 | |
| Yard | $2.87 **($.19)** | $1.02 | $.80 | $4.69 | |
| Recycling | $1.46 **($.10)** | $1.12 | $3.13 | $5.71 | |
| **Monthly Totals** | $9.03 + **($.61)** | $3.22 | $6.60 | $18.85 **($19.46)** | |

## COMMERCIAL CONTAINER COLLECTION AND DISPOSAL

**Per Cubic Yard**

| Component | | Rate |
|---|---|---|
| Collection | $3.84 **($.26)** | |
| Disposal | $1.00 | |
| Fuel | $1.20 | |
| Total | $6.04 | $6.04 per cubic yard + **($.26)** = **($6.30)** |

| | **Commercial 90 Gallon** | | | |
|---|---|---|---|---|
| | Monthly Collection | Disposal | Fuel Component | Total Monthly Rate |
| First Toter | $17.99 + **($1.20)** | $2.20 | $1.80 | $21.99 **($23.19)** |
| Second Toter (Total Only) | | | | $21.99 **($23.19)** |
| | **Commercial Hand** | | | |
| | Collection Component | Disposal Component | Fuel Component | Total Monthly Rate |
| Up to 3, 32 Gallon Containers | $17.99 + **($1.20)** | $2.20 | $1.80 | $21.99 **($23.19)** |

| **Roll Off Compactor (CPI Pull Charge Rate $561.72)** | | | | |
|---|---|---|---|---|
| | 15 Yard | 20 Yard | 30 Yard | 40 Yard |
| Pull Charges | $526.45 **($35.27)** | $526.45 **($35.27)** | $526.45 **($35.27)** | $526.45 **($35.27)** |
| Rental/Lease Charges | $500.00 *If contractor owned- | $500.00 ---------- | $600.00 ---------- | $600.00 ---------- |
| **Roll Off Open Top (CPI Pull Charge Rate $561.72)** | | | | |
| Pull Charges | $526.45 **($35.27)** | $526.45 **($35.27)** | $526.45 **($35.27)** | $526.45 **($35.27)** |
| Rental Fees Monthly | $0.00 | $0.00 | $0.00 | $0.00 |
| Delivery Fees | $125.00 | $125.00 | $125.00 | $125.00 |