



**INVITATION TO BID 2024-04
CITY OF PARKER
PARKER SPORTS COMPLEX
PHASE 2**

**ADDENDUM NO. 1
REQUESTS FOR INFORMATION**

Issued May 29, 2024

Bids are due at 2:00 p.m. CST on Tuesday, June 4, 2024. Bids will be publicly opened and read aloud at 5:30 p.m. CST at the City Council Meeting on Tuesday, June 4, 2024.

The following questions have been received from bidder(s) and are being addressed through this Addendum:

1. Could you please tell me how large a project this Phase 2 is. We may be interested if its large enough.

City's Response to Request for Information Question No. 1

The project is estimated to be in the range of \$575,000 to \$675,000.

2. Will this project have a pre-bid meeting?

City's Response to Request for Information Question No. 2

No pre-bid meeting is scheduled for this project.

3. Will this project require Davis-Bacon wages?

City's Response to Request for Information Question No. 3

Davis-Bacon wages are not required for this project.

4. Will this project have a Tax-Savings Agreement/Require Owner-Paid Material?

City's Response to Request for Information Question No. 4

No, this project will not have a tax-savings agreement with the City nor owner-paid materials. However, as noted in the both the plans and specs, there is gravel on site that can either be hauled to the City's Maintenance Yard or can be used for road base. This deduct is included as Alternates A.3 - City's Gravel Stockpile to be Used as Road and Parking Base of the Bid Form.

5. Do you have an Engineer's estimate?

City's Response to Request for Information Question No. 5

See City's Response No. 1 above.



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6. Is there any electrical work required, there is a new light pole shown on Sheet C1.1 in the Northern portion of the pond ?

City's Response to Request for Information Question No. 6

The light pole relocation will be completed by the City.

7. Does traffic calming mean Maintenance of Traffic?

City's Response to Request for Information Question No. 7

Please see attached revised **Sheet C1.3** which includes the Traffic Calming Speed Bumps along the park's entrance road.

8. Does your company perform construction material testing (CMT), i.e., compaction, concrete breaks, core-drills of asphalt , etc.? If so, are you issuing a quote for this project?

City's Response to Request for Information Question No. 8

There is a line item in the Bid Form that addresses construction testing. The Contractor will be responsible for providing testing through a third party construction testing entity.

The following are additional changes being made through this Addendum:

9. The City is adding approximately 660 linear feet of wood split-rail fencing between the parking area and walking path. Please refer to the revised Measurement & Payment and Bid Form.

Replacement of Contract Documents and Drawings:

Attachment A: **REMOVE** the Instructions to Bidders in its entirety and **REPLACE** with the attached revised Instructions to Bidders.

Attachment B: **REMOVE** the Measurement and Payment section in its entirety and **REPLACE** with the attached revised Measurement and Payment section.

Attachment C: **REMOVE** the Bid Form in its entirety and **REPLACE** with the attached revised Bid Form.

Attachment D: **REMOVE** the Agreement in its entirety and **REPLACE** with the attached revised Agreement.

Attachment E: **REMOVE** the Construction Drawings in its entirety and **REPLACE** with the attached revised Construction Drawings.



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ATTACHMENT A

REVISED INSTRUCTIONS TO BIDDERS

INSTRUCTIONS TO BIDDERS

INTRODUCTION

The objective of this Invitation to Bid (ITB) is to select a Florida-Licensed General Contractor or Underground Utility Contractor to provide services to the City of Parker (hereinafter referred to as "CITY" or "OWNER") for the rehabilitation of the **Parker Sports Complex (Phase 2)** located at 4721 U.S. Business 98 in Parker, Florida as detailed on the Construction Drawings.

- A. Phase 2 of this project will consist of the following site improvements to the Parker Sports Complex including but not limited to (see Bid Form and Contract Document for full details of project):
1. Construction of a proposed 24-foot-wide aggregate roadway that runs through the park and connects to U.S. Business Highway 98 to the south and Lake Drive to the north. This will include signage as shown on the Contract Documents..
 - a. The City has added an additive alternate to the Bid Form for construction of an asphalt base in lieu of aggregate base roadway. This will include striping along the roadway as shown on the Contract Documents.
 2. Construction of a proposed aggregate parking area that runs parallel to the access road.
 - a. The City has added an additive alternate to the Bid Form for construction of an asphalt base in lieu of aggregate base parking area. This will include striping of the parking spaces as shown on the Contract Documents.
 3. Construction of a 6-foot-wide clay walking path that will encircle the field at the park and connect to the existing sidewalks adjacent to the courts.
 - a. The City has added an additive alternate to the Bid Form for construction of a 6-foot-wide concrete sidewalk in lieu of clay walking path.
 4. Construction of 6-foot-wide concrete sidewalk from the entrance of the park at U.S. Business Highway 98 that will connect at the existing concrete sidewalk between the existing basketball courts and dog runs as well as south of the pickleball courts from the proposed walking path which will connect at the existing concrete sidewalk along a portion of U.S. Business Highway 98 as well as concrete ADA-compliant parking spaces to the north

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of the site. This will include ADA-compliant striping and symbols and ADA-compliant signage.

5. Construction of the following stormwater improvements to the Parker Sports Complex including but not limited to (see Bid Form and Contract Document for full details of project):
 - a. Grading and compaction of a proposed 83,457 square foot stormwater pond which will have a depth of 5 feet. The stormwater pond slopes and berms shall be stabilized with Bermuda Sod 419.

b. Other associated stormwater improvements

~~b.~~6. Installation of approximately 660 linear feet of wood split-rail fencing between the parking area and clay walking path, as shown on the contract drawings.

- B. It should be noted that all water system improvements will be constructed by the City of Parker.
- C. It should be noted that the City of Parker has a stockpile of gravel on site that will need to be moved to the City's maintenance yard or as a deductive alternate can be used for a portion of the roadway and parking base.

The OWNER seeks BIDs from a Florida-Licensed General Contractor or Underground Utility Contractor that can provide all permits, labor, materials, equipment, tools, transportation, and supplies required for the rehabilitation work to be performed for the **Parker Sports Complex – Phase 2** project. Work shall be completed in conformance with the Construction Drawings and Specifications provided by the OWNER.

QUALIFICATIONS

The CONTRACTOR shall be a Florida-Licensed General Contractor or Underground Utility Contractor who specializes in general civil construction work. Subcontractors shall be Florida licensed in their trade. Additional information regarding Contractor's past performance and from references may be requested and considered to determine the Contractor's qualifications. BIDs may be deemed nonresponsive if not accompanied by proof of State of Florida General Contractor or Underground Utility Contractor License. Funding for the project may be reimbursed by the Federal Emergency Management Agency (FEMA) as part of Disaster Recovery from Hurricane Michael FEMA Project No. DR No. 4399.

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BID DEADLINE/DELIVERY

SEALED BIDS will be received up until **2:00 p.m. (CDT) on Tuesday, June 4, 2024**, for **ITB 2024-002 – PARKER SPORTS COMPLEX - PHASE 2**. Bids will be publicly opened and read aloud at the City Council Meeting on **Tuesday, June 4, 2024 at 5:30 p.m.**

Late submissions will not be accepted. Each BID shall be valid to the City of Parker for a period of 90 days after the Bid Opening.

BIDs shall be delivered to:

**Ms. Taylor Jeffreys
Public Works Administrator
City of Parker Florida
1001 West Park Street
Parker, Florida 32404**

BIDs shall be received by the OWNER no later than the BID deadline. BIDDERS should submit one (1) original BID package labeled as “Original” And one (1) copy BIDs shall be enclosed in a sealed envelope bearing the title of the work, the name of the BIDDER and the date of Bid Opening.

It is the sole responsibility of the BIDDER to ensure that the BID is received on time. ANY BID RECEIVED AFTER THE SPECIFIED TIME WILL NOT BE ACCEPTED OR CONSIDERED.

The OWNER will publicly open and read aloud each BID. Once the OWNER has determined the lowest, responsive, responsible BIDDER and has verified all BIDDER documentation, the selected BIDDER will be notified of intent to award the BID and to start the contract process.

SPECIAL ACCOMMODATION

Any person requiring a special accommodation at a Bid Opening because of a disability should call the City Clerk at (850) 871-4104 at least 5 workdays prior to the Bid Opening. For Hearing Impaired, Dial 1-800-955-8771 (TDD), and 1-800-955-8770 (Voice).

BID DOCUMENTS

Electronic versions of the solicitation documents are available on the City’s webpage at www.cityofparker.com. Hard copies of the solicitation documents including bid documents, plans, blueprints, or other material associated with the bid may also be obtained from Parker City Hall, located at 1001 West Park Street, Parker, Florida 32404.

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POINT OF CONTACT

The OWNER's representative, Mandy O'Regan, Project Administrator with Anchor Consulting Engineering and Inspection, Inc. (moregan@anchorcei.com) is the only point of contact for this ITB. Under no circumstances may a BIDDER contact any City Council Member or other City employee concerning this ITB until after the contract has been awarded. Any such contact may result in disqualification.

QUESTIONS

BIDDERS shall submit all questions, in writing, to Mandy O'Regan at moregan@anchorcei.com. All questions shall be submitted no later than 5:00 p.m. (CST) on **Friday, May 24, 2024**.

ADDENDA

Addenda issued after the initial specifications are released will be posted on the City's website at www.cityofparker.com. It is the responsibility of the BIDDER prior to submission of any BID to check the City's website above or contact the Owner's Representative, Mandy O'Regan, to verify if any addenda have been issued at moregan@anchorcei.com.

The receipt of all addenda must be acknowledged on the addenda response sheet provided within this BID package.

BID CHECKLIST

Please submit one original of the items on the following list and any other items required in the BID FORMS section or appendices (if applicable) of this ITB. The checklist is provided as a courtesy and may not be all inclusive of items required within this ITB.

1. VALID FLORIDA-REGISTERED GENERAL CONTRACTOR'S LICENSE OR UNDERGROUND UTILITY LICENSE
2. BID FORM
3. BID BOND
4. ADDENDUM ACKNOWLEDGEMENT
5. ANTI-COLLUSION CLAUSE
6. CONFLICT OF INTEREST DISCLOSURE FORM
7. IDENTICAL TIE BIDS/DRUG FREE WORKPLACE
8. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION
9. 44 C.F.R. PART 18-CERTIFICATION REGARDING LOBBYING

10. CERTIFICATION REGARDING SCRUTINIZED COMPANIES LIST
11. SUB-CONTRACTORS LIST

LICENSING

BIDDER shall be properly licensed for the work specified in this Invitation to Bid. All BIDDERS are requested to submit any required license(s) with their BIDs. License(s) must be effective as of the Bid Opening date and must be maintained throughout the contract period. Failure to be properly licensed as stated above will result in the rejection of the BID as nonresponsive.

BID FORM

To receive consideration, all BIDs shall be made on the forms provided herein, properly executed and with all items filled out. Do not change the wording of the Bid Form and do not add words to the wording of the Bid Form. No conditions, limitation, or provisions will be attached or added to the Bid Form or other Bid Documents by the BIDDER.

No BIDDER shall be permitted to correct a Bid mistake after Bid Opening that would cause such BIDDER to have the low bid, except for the correction of errors in extension of unit prices in the BIDs. In such cases, the Unit Price Bid shall not be changed and shall prevail.

BID BOND

A Bid Bond, in the amount of 5% of the proposed Base Bid contract amount, shall accompany each bid. The successful BIDDER's security will be retained until the contract has been signed and the BIDDER has furnished the required Public Construction Bond (found in Contract Forms section of this Bid Document).

The City reserves the right to retain the security of the next BIDDER until the selected BIDDER enters into contract or until 90 days after BID OPENING, whichever is shorter. All other Bid Security will be returned as soon as possible.

COMPLETE BID AMOUNTS; EXAMINATIONS OF SPECIFICATIONS; WORK SITES

BIDs shall be calculated on the basis of unit cost pricing. The unit prices shall include all charges for completing the Work depicted on the drawings. The Work is defined as the improvements described in the Contract Documents and depicted on the drawings to include layout, insurance, taxes, field office and supervision, overhead and profit, permits, impact permit fees, bonds and miscellaneous items needed to complete the BID. No allowance will be made to any BIDDER because of a claimed lack of examination or knowledge.

The submission of a BID shall be construed as conclusive evidence that the BIDDER has made such examination.

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GENERAL TERMS

Companies that are required to register with the Division of Corporations as a domestic or foreign business entity shall provide evidence of their registration.

PUBLIC ENTITY CRIMES STATEMENT

A person or affiliate who has been placed on the convicted contractor list following a conviction for a public entity crime may not submit a BID on a contract to provide any goods or services to a public entity, may not submit a BID on a contract with a public entity for the construction or repair of a public building or public work, may not submit BIDs on leases of real property to a public entity, may not be awarded or perform work as a contractor, contractor, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Florida Statutes, Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted contractor list.

WITHDRAWAL OF BIDS

Any BIDDER may withdraw his/her BID, either personally or by written request, at any time prior to the Bid Opening Date as posted in this ITB. A BIDDER may not withdraw his BID for a period of 90 days after the date of Bid Opening and all BIDs shall be subject to acceptance by the OWNER during this period.

CANCELLATION

The OWNER may cancel this ITB, or reject in whole or in part, when it is in the best interest of the OWNER, as determined by the City Council or their designee. Notice of cancellation shall be posted on the City website.

The notice shall identify the solicitation, and, where appropriate, explain that an opportunity will be given to compete on any re-solicitation or any future procurement of similar items.

PUBLIC RECORDS

In accordance with Chapter 119 of the Florida Statutes (Public Records Law) and except as may be provided by other applicable state or federal law, all BIDDERS should be aware that BIDs, responses, and proposals are in the public domain. BIDDERS must identify specifically any information contained in their response which they consider confidential and/or proprietary and which they believe to be exempt from disclosure, citing, specifically the applicable exempting law.

Sealed bids, proposals, or replies received by the OWNER as a result of this competitive solicitation are exempt from Florida Statute Section 119.071(1) and Section 24(a), Article 1 of the State of Florida Constitution, until such time as the OWNER provides notice of an intended decision or until 30 days after opening the BIDs, proposals, or final replies, whichever is earlier.

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EXEMPTION OF MEETINGS/PRESENTATIONS

Pursuant to Florida Statute Section 286.0113(2), any portion of a meeting at which a negotiation with a Bidder is conducted pursuant to a competitive solicitation, at which a contractor makes an oral presentation as part of a competitive solicitation, or at which a contractor answers questions as part of a competitive solicitation are exempt from public meeting requirements.

However, the OWNER must make a complete recording of any portion of an exempt meeting and no portion of the exempt meeting may be held off the record. The recording of, and any records presented at, the exempt meeting are exempt from the public records law of Section 119.07(1), Florida Statute and Section 24(a), Article I of the State Constitution, until such time as the agency provides notice of an intended decision or until 30 days after opening the BIDs, submittals, or final replies, whichever occurs earlier.

If the OWNER rejects all BIDs, submittals, or replies and concurrently provides notice of its intent to reissue a competitive solicitation, the recording and any records presented at the exempt meeting remain exempt from Section 119.07(1), Florida Statute (2015) and Section 24(a), Article I of the State Constitution until such time as the agency provides notice of an intended decision concerning the reissued competitive solicitation or until the agency withdraws the reissued competitive solicitation.

A recording and any records presented at an exempt meeting are not exempt for longer than 12 months after the initial agency notice rejecting all BIDs, submittals, or replies.

REPRESENTATIONS

The Contract Documents contain the provisions required for the project. Information obtained from an office, Director, or employee of the OWNER for any other person shall not affect the risks or obligations assumed by the BIDDER or relieve the BIDDER from fulfilling any of the conditions of the contract.

BID PROTEST

A notice of protest must be submitted within three business days after posting of the recommendation of award. The protest must be in writing, via e-mail or letter and must identify the protester and the solicitation and shall include a factual summary of the basis of the protest.

The notice of protest is considered filed when it is received by the City Clerk.

BASIS OF AWARD

The contract will be awarded to the lowest, responsive, responsible BIDDER who has proposed the lowest qualified Base Bid and is deemed qualified by the City of Parker, subject to the OWNER's right to reject any or all BIDs and to waive informality and irregularity in the BIDs and proposing. In addition, the OWNER has the right to accept a BID, other than the lowest, when considered to be in the best interest of the OWNER. The Contractor's past performance and references may be evaluated as part of this process.

RIGHT TO REJECT

In accordance with OWNER policies, the OWNER reserves the right to:

1. Reject any or all BIDs received.
2. Select and award any portion of any or all BID Items.
3. Waive minor informalities and irregularities in the Respondent's BID.

A BID may be rejected if it is non-responsive or does not conform to the requirements and instructions in this ITB. A BID may be non-responsive by reasons, including, but not limited to:

1. Failure to utilize or complete prescribed forms.
2. Conditional BIDs.
3. Incomplete BIDs.
4. Indefinite or ambiguous BIDs.
5. Failure to meet deadlines.
6. Improper and/or undated signatures.

Other conditions which may cause rejection of BIDs include:

1. Evidence of collusion.
2. Obvious lack of experience or expertise to perform the required work.
3. Submission of more than one BID for the same work from an individual.
4. Bidder or corporation under the same or a different name.
5. Failure to perform or meet financial obligations on previous contracts.
6. Not delivered on or before the date and time specified as the due date for submission of the BID.

EXECUTION OF CONTRACT DOCUMENTS

The AWARDED BIDDER shall, within 10 days after receipt of the Notice of Award and the contract forms or documents, sign and deliver all required Contract Documents to the OWNER's Representative for submittal to the OWNER. The AWARDED BIDDER shall also deliver any required bonds and the policies of insurance or insurance certificate as required. All bonds and insurance documents shall be approved by the OWNER before the successful AWARDED BIDDER may proceed with the work. The execution of the Agreement shall be contingent upon the AWARDED CONTRACTOR obtaining all required building permits. Neither the Notice of Award nor the execution of the required contract documents by the AWARDED BIDDER creates any rights in the BIDDER. The BIDDER has no rights with respect to the award of contract until a fully executed Agreement is signed by all required parties and all insurance policies and other required deliverables are provided and approved by the OWNER.

CONSTRUCTION TIME

The Agreement will include a stipulation that the work be Substantially Complete within 150 calendar days following receipt of the Notice to Proceed and achieve Final Completion within 30 days thereafter. Should the CONTRACTOR fail to complete the work by the specified date, the OWNER shall deduct from the Contract Sum the amount of \$250.00 per calendar day as liquidated damages for every day subsequent to the specified date until the work is fully completed and receipted by the OWNER as being completed. For purposes of time calculation, day one of the project is one calendar day after the Notice to Proceed date.

PUBLIC CONSTRUCTION BOND

Prior to signing the Contract, the AWARDED BIDDER will secure and post a Public Construction Bond pursuant to Section 255.05 of the Florida Statutes. All such bonds shall be issued by a Surety acceptable to the OWNER. The OWNER will designate to whom subject bonds shall be posted. Failure or refusal to furnish adequate bonds in a satisfactory form shall subject the AWARDED BIDDER to loss of time from the allowable construction period equal to the time of delay in furnishing the required bonds.

EMPLOYMENT ELIGIBILITY VERIFICATION

CONTRACTOR shall utilize the U.S. Department of Homeland Security’s E-Verify system, in accordance with the terms governing use of the system, to confirm the employment eligibility of:

1. All persons employed by the AWARDED BIDDER during the term of the Agreement to perform employment duties within Florida; and
2. All persons, including contractors, subcontractors, assigned by the AWARDED BIDDER to perform work pursuant to the Agreement with the DHS and OWNER. By submission of a proposal in response to this document, the BIDDER certifies compliance with the above requirements.

HOLD HARMLESS AND INDEMNIFICATION

1. The AWARDED BIDDER shall indemnify and hold harmless the OWNER, and its officers, agents, attorneys and employees, from any and all claims, suits, actions, damages, liabilities, expenditures, or causes of action of any kind, losses, penalties, interest, demands, judgments, and costs of suit, including attorneys’ fees and paralegals’ fees, for any expense, damage, or liability incurred by any of them, whether for bodily or personal injury, death, property damage, direct or consequential damages, or economic loss, including environmental impairment, arising directly or indirectly, on account of or in connection with contractor’s performance of the Agreement or by any person, firm, or corporation to whom any portion of the performance of this Agreement is subcontracted to or used by the contractor, or by any other person.

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2. The parties understand and agree that such indemnification by the AWARDED BIDDER relating to any matter which is the subject of this Agreement shall extend throughout the term of this Agreement and any statutes of limitations thereafter.
3. The AWARDED BIDDER's obligation shall not be limited by or in any way to any insurance coverage or by any provision in or exclusion or omission from any policy of insurance.

PAYMENTS

Payments shall be made in accordance with the Florida Prompt Payment Act, Chapter 218, Florida Statutes. Refer to the Article 4 of the Agreement for more details.

WARRANTY

The AWARDED BIDDER/CONTRACTOR shall fully warrant all workmanship and material, to meet or exceed the performance of the obligations under this Agreement and specifications, for a period of 1 year after completion of the Work. The warranty period begins at the date of final payment for the project. The CONTRACTOR shall expeditiously repair and remedy any defects in the construction that are discovered within 1 year, without cost or charge to the OWNER. In the event the CONTRACTOR fails, within 5 days after notice, to begin correction of the defect, or fails within a reasonable time thereafter to complete the repair or remedy, the OWNER may have the work done at the CONTRACTOR's expense or may proceed against the CONTRACTOR's Public Construction Bond.

SUBCONTRACTORS

The AWARDED BIDDER will be the prime service provider and shall be responsible for all work performed and Agreement deliverables. Proposed use of subcontracts should be included in the BIDDER's response. Requests for use of subcontractors received subsequent to the solicitation process are subject to review and approval by the OWNER. The OWNER reserves the right to request and review information in conjunction with its determination regarding a subcontract request. All subcontractors are subject to the same requirements of this solicitation as the AWARDED BIDDER. The AWARDED BIDDER is the single point of contact for all work performed on the awarded project. AWARDED BIDDER shall provide a single point of contact for matters in relation to the construction, as follows:

1. Name
2. Phone Number(s)
3. Email Address

DUTY TO PAY DEFENSE COSTS AND EXPENSES

1. The AWARDED BIDDER agrees to reimburse and pay on behalf of the OWNER the cost of the OWNER legal defense, through and including all appeals, and to include all attorneys' fees, costs, and expenses of any kind for any and all:

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- a. claims described in the Hold Harmless and Indemnification paragraph; or,
 - b. other claims arising out of the CONTRACTOR's performance of the Agreement and in which the OWNER has prevailed.
2. The OWNER shall choose its legal defense team, experts, and consultants and invoice the AWARDED BIDDER accordingly for all fees, costs, and expenses upon the conclusion of the claim.
 3. Such payment on the behalf of the OWNER shall be in addition to any and all other legal remedies available to the OWNER and shall not be considered to be the OWNER's exclusive remedy.

TERMINATION FOR CONVENIENCE

The OWNER may terminate any awarded contract at any time for any reason by giving at least a 30-day notice in writing to the AWARDED BIDDER. If the contract is terminated by the OWNER as provided herein, the AWARDED BIDDER will be entitled to receive payment for those services reasonably performed to the date of termination.

TERMINATION FOR CAUSE

This Contract may be terminated by the OWNER if the AWARDED BIDDER is found to have submitted a false certification as required under Section 287.135 (2), Florida Statutes and has been placed on the Scrutinized Companies that Boycott Israel List, Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or been engaged in business operations in Cuba or Syria. If the AWARDED BIDDER fails to comply with any of the terms and conditions of the awarded Contract, the OWNER may give notice, in writing, to the AWARDED BIDDER of any or all deficiencies claimed.

The notice will be sufficient for all purposes if it describes the default in general terms. If all defaults are not cured and corrected within a reasonable period as specified in the notice, the OWNER may, with no further notice, declare the awarded contract to be terminated.

The AWARDED BIDDER will thereafter be entitled to receive payment for those services reasonably performed to the date of termination, less the amount of reasonable damages suffered by the OWNER by reason of the AWARDED BIDDER's failure to comply with the awarded Contract.

Notwithstanding the above, the AWARDED BIDDER is not relieved of liability to the OWNER for damages sustained by the OWNER by virtue of any breach of this Contract by the AWARDED BIDDER and the OWNER may withhold any payments to the AWARDED BIDDER for the purpose of setoff until such time as the amount of damages due the OWNER from the AWARDED BIDDER is determined.

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ANTICIPATED SCHEDULE

This schedule may be altered solely at the OWNER's discretion:

ITB Advertisement

Panama City News Herald

Wednesday, May 8, 2024 and
Wednesday, May 22, 2024

Questions Due Date:

Friday, May 24, 2024 (5:00 p.m. CST)

Bid Deadline:

Tuesday, June 4, 2024 (2:00 p.m. CST)

**Bids Read Out Loud
at Council Mtg:**

Tuesday, June 4, 2024 (5:30 p.m. CST)

**Award Recommendation
At Council Meeting:**

Tuesday, June 18, 2024

Substantial Completion:

Within 150 days of Notice to Proceed

Final Completion:

30 days after Substantial Completion



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ATTACHMENT B

REVISED MEASUREMENT AND PAYMENT

**SECTION 01150
MEASUREMENT AND PAYMENT**

PART 1 - SCOPE OF WORK

- A. The scope of this section of the Contract Documents is to further define the items included in each Bid Item in the Bid Proposal section of these Specifications.
- B. Payment will be made based on the specified items included in the description in this section for each bid item.

1.02 GENERAL

- A. All Contract Prices included in the Bid Proposal section will be full compensation for all labor, materials, tools, equipment, and incidentals necessary to complete the construction as shown on the drawings and/or as specified in the Contract Documents to be performed under this contract.
- B. Actual quantities of each item bid on a unit price basis will be determined upon completion of the construction in the manner set up for each item in this section of the specifications.
- C. Payment for all items listed in the Bid Form will constitute full compensation for all work shown and/or specified to be performed under this project.

1.03 ESTIMATED QUANTITIES

- A. The quantities shown are approximate and are given only as a basis of calculation upon which the award of the Contract is to be made.
- B. The OWNER/ENGINEER does not assume any responsibility for the final quantities, nor shall the CONTRACTOR claim misunderstanding because of such estimate of quantities.
- C. Final payment will be made only for satisfactorily completed quantity of each item.

1.04 WORK OUTSIDE AUTHORIZED LIMITS

- A. No payment will be made for work constructed outside the authorized limits of work.

1.05 MEASUREMENT STANDARDS

- A. Unless otherwise specified for the particular items involved, all measurements of distance shall be taken horizontally or vertically.

1.06 AREA MEASUREMENTS

- A. In the measurement of items to be paid for on the basis of area of finished work, the lengths and/or widths to be used in the calculations shall be the final dimensions measured along the surface of the completed work within the neat lines shown or designated.

1.07 LUMP SUM ITEMS

- A. Where payment for items is shown to be paid on a lump sum basis, no separate payment will be made for any item of work required to complete the lump sum item.
- B. Lump sum bid items shall be complete, tested and fully operable prior to request for final payment.
- C. Measurement shall be based upon the ENGINEER's estimate of percent complete per partial payment period.

1.08 UNIT PRICE ITEM

- A. Separate payment will be made for the items of work described herein and listed on the Bid Form.
- B. Any related work not specifically listed but required for satisfactory completion of the work shall be considered to be included in the scope of the appropriate listed work items.

1.09 OTHER PROVISIONS

- A. No separate payment will be made for the following items and the cost of such work shall be included in the applicable pay items of work unless indicated otherwise in the individual bid item.
 - 1. Sheeting and shoring.
 - 2. Clearing, grubbing, and grading.
 - 3. Replacement and/or repair of existing utilities damaged during construction.
 - 4. Trench excavation, including necessary pavement removal, rock removal, muck removal and restoration unless a separate bid item is listed in the Bid Form.
 - 5. Ditch and swale restoration.
 - 6. Dewatering and disposal of surplus water, including permitting if required.

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7. Bypass pumping, refer to included geotechnical report and bid accordingly.
 8. Structural fill, backfill and grading.
 9. Adjusting existing valve boxes, manhole frames and covers and other structures.
 10. Placing system in operation.
 11. Any material and equipment required to be installed and utilized for the tests.
 12. Maintaining the existing quality of service during construction.
 13. Appurtenant work as required for a complete and operable system.
- B. Final payment shall not be requested by the CONTRACTOR or made by the OWNER until record drawings have been submitted to the ENGINEER.

PART 2 - PRODUCTS (NOT APPLICABLE)

PART 3 - EXECUTION

3.01 BASE BID

A. BID ITEM 1.1 - MOBILIZATION/DEMOBILIZATION

1. Payment for all work included under this bid item will be made at the lump sum price bid for mobilization and demobilization of all labor, equipment, materials, and appurtenances necessary for construction of the project.
2. Mobilization shall include all those operations necessary for the movement of personnel, insurance, equipment, supplies, and incidentals to the project site and for the establishment of temporary offices, buildings, safety equipment and first aid supplies, and sanitary and other facilities.
3. Also included as part of this bid item is the cost for project indemnifications, video and photographs, shop drawings, working drawings, schedules, record drawings and documents, coordination, and phasing and other miscellaneous items associated with the work.
4. Measurement for this bid item will be lump sum. The lump sum price for mobilization/demobilization will be limited to 10% of the total contract base bid amount.

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5. The initial 70% of the Mobilization/Demobilization lump sum price will be payable with the first month's partial payment.
6. The remaining 30% of the Mobilization/Demobilization lump sum price will be payable with the final partial payment.

B. BID ITEM 1.2 – PERFORMANCE AND PAYMENT BONDS

1. Payment for this bid item shall be made at the lump sum price bid for all bonds as required by the Contract Documents.
2. Payment will be made only after proper documentation is provided to the ENGINEER. Measurement of this bid item shall be lump sum.
3. THIS BID ITEM SHALL NOT EXCEED 5.0% OF THE ENTIRE CONTRACT BID AMOUNT.

C. BID ITEM 1.3 – CONSTRUCTION TESTING

1. Payment for all work included under this bid item will be made at the lump sum price bid for testing to be performed in accordance with the state standards.
2. Payment shall include all testing necessary for construction of the improvements indicated in plans.
3. Payment shall constitute complete compensation for all labor, materials, equipment, testing laboratory fees, and any other necessary work needed to complete this work item.
4. Measurement for the work included under this bid item shall be lump sum.

D. BID ITEM 1.4 – STAKEOUT & AS-BUILTS BY PROFESSIONAL SURVEYOR

1. Payment for the work included under this bid item shall be made at the lump sum price bid for all work associated with furnishing all stakeout/layouts of the improvements as well as surveys, as-built drawings and preparation of record drawings as required under the contract documents. As-Builts shall be provided to the Owner at the end of the project. As-builts shall be of sufficient detail to confirm quantities, above and below ground, elevations, materials, and locations of all improvements associated. As-Builts shall be signed and sealed by a Florida Registered Professional Land Surveyor.

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2. Payment shall constitute complete compensation for all labor, materials, and equipment necessary to complete this work item.
3. Measurement for the work included under this bid item shall be lump sum.

E. BID ITEM 1.5 – EROSION CONTROL & NPDES PERMITTING

1. Payment for all work included under this bid item will be made at the lump sum price bid for all work associated with the prevention, control and abatement of erosion and water pollution and NPDES Permit Administration in accordance with the contract documents.
2. Payment shall include all items and incidentals necessary to complete the work in conformance with NPDES and other permit requirements.
3. Payment for the work included under this bid item shall be made at unit bid price for installing silt fencing and inlet protection systems as required under the contract documents.
4. Payment shall include all material, labor, equipment, and incidentals necessary to provide and install silt fencing and inlet protection systems around existing inlets at the locations noted on the Construction Drawings.
5. Measurement for work included under this bid item will be lump sum.

F. BID ITEM 1.6 – DEMOLITION (INCLUDES REMOVAL AND HAULING FEE)

1. Payment for all work included under this bid item will be made at the lump sum price bid for all work associated with removal of approximately 3,000 square feet of gravel parking and fencing near the playground in accordance with the contract documents.
2. Payment shall include all material, labor, equipment, and incidentals necessary to remove the gravel parking and fencing as shown on the contract documents.
3. Measurement for the work included under this bid item shall be percentage of work completed.

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**G. BID ITEM 2.0 – PARKING AND DRIVE AISLE CONSTRUCTION
(BID ITEMS 2.1 AND 2.2)**

1. Payment for this Bid Item will be made at the bid unit price and shall include all labor, materials, and equipment to construct the access roadway and parking area (Bid Item 2.1 and 2.2 of the Bid Form).
2. These Bid Items include placing 6 inches of subbase stabilization and 6 inches of crushed concrete or approved alternate material within the limits of the project area.
3. These Bid Items also include compaction, and grading, restoration, sod, and clean-up of both the access roadway and parking area.
4. These Bid Items also include all necessary incidentals and appurtenances that are needed for constructing the access roadway and parking area as indicated on the Contract Drawings.
5. Measurement for the work included under this bid item shall be calculated based on units of work completed.

H. BID ITEM 3.0 – DRAINAGE WORK (BID ITEMS 3.1 THROUGH 3.5)

1. Payment for this Bid Item will be made at the unit bid price and shall include all labor, materials, and equipment to the drainage improvements within the site.
2. These Bid Items include installation of the following improvements:
 - a. Mitered End Sections (2)
 - b. FDOT Type C Inlet (1)
 - c. FDOT Type C Inlet with Skimmer (1)
 - d. RCP Pipe Culvert, 15-inch, approximately 134 linear feet
 - e. Rip Rap, 2 locations with 33 square yards at each location.
3. These Bid Items include excavation, disposal, backfill, compaction, and grading, restoration, sod, and clean-up during installation of these drainage improvements to the site.
4. These Bid Items include all necessary incidentals and appurtenances that are needed for installing these drainage improvements as indicated on the Contract Drawings.

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5. Measurement for the work included under this bid item shall be calculated based on units of work completed.

**I. BID ITEM 4.0 – PAVEMENT MARKINGS AND SIGNAGE
(BID ITEMS 4.1 THROUGH 4.3)**

1. Payment for all work included under this bid item will be made at the lump sum price bid for all work associated with striping and signage within the site.
2. These Bid Items include pavement marking and symbols of the ADA designated spaces at the north end of the site as shown on the Contract Drawings.
3. These Bid Items also include site-wide signage including stop signs, speed limit signs, and ADA-compliant parking signs as well as ADA Detectable Warning pads at both entrances into the sports park as shown on the Contract Drawings.
4. These Bid Items include all necessary incidentals and appurtenances that are needed for applying ADA pavement markings and symbols only, installing signs (stop signs, speed limit signs, and ADA parking signs), and ADA detectable warning pads as shown on the Contract Drawings.
5. Measurement for the work included under this bid item shall percentage of work completed.

**J. BID ITEM 5.0 – LANDSCAPING WORK
(BID ITEM 5.1 ~~AND THROUGH 5.23~~)**

1. Payment for this Bid Item will be made at the unit bid price and shall include all labor, materials, and equipment to sod the stormwater pond area (Bid Item 5.1 of the Bid Form).
2. This Bid Item includes sodding the slopes and berms of the stormwater pond with Bermuda Sod 419.
3. Bid Item 5.2 shall be for the application of spray seed in the areas as indicated on the plans. Seed shall be applied per the distributors recommendation.
- ~~3.4.~~ Bid Item 5.3 shall be for the installation of a wood split-rail fence, 2-foot by 10-foot section with 5 feet open between each 20-foot section.
- ~~4.5.~~ This Bid Item includes all necessary incidentals and appurtenances that are needed for sodding the stormwater pond, ~~and~~ seeding the

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site, [and installing the fencing](#) as indicated on the Contract Drawings.

~~5.6.~~ Measurement for the work included under this bid item shall be calculated based on units of work completed.

K. BID ITEM 6.0- CONCRETE WORK (BID ITEM 6.1)

1. Payment for this Bid Item will be made at the unit bid price and shall include all labor, materials, and equipment to construct a 5-foot-wide concrete sidewalk from the entrance of the park at U.S. Business Highway 98 that will connect at the existing concrete sidewalk between the existing basketball courts and dog runs as well as south of the pickleball courts from the proposed walking path which will connect at the existing concrete sidewalk along a portion of U.S. Business Highway 98 as well as construction of ADA compliant parking spaces at the north end of the park as shown on the Contract Drawings (Bid Item 6.1 of the Bid Form).
2. This Bid Item includes excavation, disposal, backfill, compaction and grading, restoration, sod, and clean-up during installation of a 5-foot-wide, 4-inch thick, collective total of 454 square yards of concrete as shown on the Contract Drawings.
3. This Bid Item includes all necessary incidentals and appurtenances that are needed for constructing concrete work as indicated on the Contract Drawings.
4. Measurement for the work included under this bid item shall be calculated based on units of work completed.

L. BID ITEM 7.0 – EARTHWORK (BID ITEMS 7.1 AND 7.2)

1. Payment for this Bid Item will be made at the bid unit price and shall include all labor, materials, and equipment to excavate and construct a stormwater pond and clay walking path as shown on the Contract Drawings (Bid Items 7.1 and 7.2 of the Bid Form).
2. These Bid Items include excavation, disposal, backfill, compaction and grading, and clean-up during excavation of a stormwater pond and the construction of a 6-foot-wide clay walking path that encircles the park field.
3. Bid Item 7.1 – Earthwork includes hauling and disposal of excavated soil as well as hauling and tipping fees. The excavated soil will become property of the Contractor upon execution of this contract. The material shall to be utilized or disposed of as determined by the Contractor. This Bid Item should include any costs associated with

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excavation, removal and disposal of said material.

4. Bid Item 7.2 – Clay Walking Path includes providing, placing, distributing, compacting, etc. of clay material and any fees associated with moving that material onsite.
5. This Bid Item includes all necessary incidentals and appurtenances that are needed for constructing the stormwater pond and clay walking path as indicated on the Contract Drawings.
6. Measurement for the work included under this bid item shall be calculated based on units of work completed.

M. BID ADDITIVE ALTERNATE A.1 – ASPHALT IN LIEU OF CRUSHED CONCRETE (BID ITEMS A.1.1 THROUGH A.1.6)

1. Payment for this Bid Item will be made at the unit bid price and shall include all labor, materials, and equipment to construct the access roadway and parking area with asphalt concrete in lieu of crushed concrete (Bid Item 2.1 and 2.2 of the Bid Form).
2. These Bid Items include placing 6 inches of subbase stabilization, 6 inches of base course, and 1 inch of Type 3 asphaltic concrete.
3. These Bid Items also include any minor excavation, compaction and grading, restoration, sod, and clean-up of both the access roadway and parking area.
4. These Bid Items also include parking area striping, stop bar striping, and traffic calming.
5. These Bid Items also include all necessary incidentals and appurtenances that are needed for constructing the access roadway and parking area with asphaltic concrete as indicated on the Contract Drawings.
6. Measurement for the work included under this bid item shall be calculated based on units of work completed.

N. BID ADDITIVE ALTERNATE A.2 – CONCRETE SIDEWALK IN LIEU OF CLAY WALKING PATH (BID ITEM A.2.1)

1. Payment for this Bid Item will be made at the unit bid price and shall include all labor, materials, and equipment to construct a concrete sidewalk in lieu of a clay walking path (Bid Item 7.2 of the Bid Form).
2. This Bid Item includes the construction of approximately 2,045 square yards of 5-foot-wide concrete sidewalk.

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3. This Bid Item includes installation of a 2-inch sand subbase and a 4-inch-thick concrete top overlay with a minimum of 3,000 psi which will be jointed at 5-foot intervals. This Bid Item includes minor excavation, disposal, backfill, compaction, and grading, restoration, sod, and clean-up during installation of the concrete sidewalk.
4. This Bid Item includes all necessary incidentals and appurtenances that are needed for constructing the concrete sidewalk as indicated on the Contract Drawings.
5. Measurement for the work included under this bid item shall be calculated based on units of work completed.

O. BID DEDUCTIVE ALTERNATE A.3 – DEMOLITION AND SUBBASE DEDUCTIVE

1. Payment for work included under this bid item will be made at the lump sum price bid for deducting the removal of approximately 3,000 square feet of gravel parking per Bid Item 1.6 from the Base Bid in accordance with the contract documents.
2. Payment for work included under this bid item will be made at the lump sum price bid for deducting the removal of approximately 3,000 square feet of gravel parking per Bid Item 1.6 from the Base Bid in accordance with the contract documents.
3. Payment shall include all material, labor, equipment, and incidentals necessary to remove the gravel parking and fencing as shown on the contract documents.
4. Measurement for the work included under this bid item shall percentage of work completed.

END OF SECTION 01150



**INVITATION TO BID 2024-04
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PHASE 2**

ATTACHMENT C

REVISED BID FORM

BID FORM ITB NO: 2024-02

This proposal of _____, hereinafter called "BIDDER," organized and existing under the laws of the State of _____ doing business as (Insert "a corporation" or "a partnership" or "an individual" as applicable) _____ is hereby submitted to the City of Parker.

In compliance with the ADVERTISEMENT FOR BIDS, BIDDER hereby proposes to construct watermains and associated appurtenances at the locations depicted on the Construction Drawings as identified in the Instruction to Bidders of this Contract Document, as described in this BID, complete in every detail. Please see BID-FORM page 2 to complete BID FORM in detail.

BID should include all applicable taxes, shipping charges and fees as applicable.

By submission of this BID, each BIDDER certifies, and in the case of a joint BID each party thereto certifies as to its own organization, that this BID has been arrived at independently, without consultation, communication, or agreement as to any matter relating to this BID with any other BIDDER or with any other competitor.

The Unit Contract Price is:

_____ (\$ _____)
(Words)

submitted by:

Name of BIDDER Submitting This BID

BID Prepared By: _____

SEAL: (If BID is by Corporation)

Name of Individual Who Prepared This BID

Contact Email: _____

Address: _____

Phone: _____

Signature of Authorized Representative of BIDDER:

_____ Date: _____

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BID FORM (PLEASE COMPLETE)					
#	Description	Qty	Unit	Cost	Total
1	GENERAL CONDITIONS				
1.1	Mobilization/Demobilization	LS	1	\$	\$
1.2	Performance and Payment Bonds	LS	1	\$	\$
1.3	Construction Testing	LS	1	\$	\$
1.4	Stakeout & As-builts by Professional Surveyor	LS	1	\$	\$
1.5	Erosion and Sediment Control & NPDES Permitting	LS	1	\$	\$
1.6	Demolition, Removal & Hauling	LS	1	\$	\$
1.7	Project Management, Overhead & Profit	LS	1	\$	\$
2	PARKING AND ROADWAY CONSTRUCTION				
2.1	Crushed Concrete Base (6 inches)	SY	5,850	\$	\$
2.2	Subbase Stabilization (6 inches)	CY	975	\$	\$
3	DRAINAGE				
3.1	Mitered End Sections, 15-inch	EA	2	\$	\$
3.2	Inlets, FDOT Type C	EA	1	\$	\$
3.3	Inlets, FDOT Type C, with Skimmer	EA	1	\$	\$
3.4	Pipe Culvert, 15-inch RCP	LF	134	\$	\$
3.5	Rip Rap (2 locations)	CY	66	\$	\$
4	PAVEMENT MARKING AND SIGNAGE				
4.1	Pavement Marking (ADA Striping/Symbols Only)	LS	1	\$	\$
4.2	Signage (Stop Signs, Speed Limit and ADA Parking Signs)	LS	1	\$	\$
4.3	ADA Detectable Warning Pads (2-foot by 6-foot)	EA	2	\$	\$
5	LANSCAPING				
5.1	Performance Turf, Sod	SY	9,273	\$	\$
5.2	Hydroseed	LS	1	\$	\$
5.3	Fencing (Wood Split-Rail)	LF	660	\$	\$

**CITY OF PARKER - INVITATION TO BID NO. 2024-002
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BID FORM (PLEASE COMPLETE)					
#	Description	Qty	Unit	Cost	Total
6	CONCRETE WORK				
6.1	Concrete Sidewalk, 5-foot wide and ADA parking	SY	454	\$	\$
7	EARTHWORK				
7.1	Regular Pond Excavation	CY	15,455	\$	\$
7.2	Clay Walking Path (6-foot-wide x 2,380-foot-long x 4-inch-thick)	SY	2,045	\$	\$
				Total	\$

ADDITIVE ALTERNATES A.1 ASPHALT IN LIEU OF CRUSHED CONCRETE FOR ROADWAY/PARKING					
#	Description	Qty	Unit	Cost	Total
A.1.1	Type 3 Asphaltic Concrete (1 inch)	TN	228	\$	\$
A.1.2	Base Course (6 inches)	SY	5,850	\$	\$
A.1.3	Subbase Stabilization (6 inches)	SY	5,850	\$	\$
A.1.4	Parking Area Striping	LS	1	\$	\$
A.1.5	Painted Stop Bars	LS	1	\$	\$
A.1.6	Traffic Calming	LS	1	\$	\$
				Total	\$

ADDITIVE ALTERNATES A.2 CONCRETE WALKING PATH IN LIEU OF CLAY WALKING PATH					
#	Description	Qty	Unit	Cost	Total
A.2.1	Concrete Sidewalk, 5-foot-wide (walking path)	SY	2,045	\$	\$

DEDUCT ALTERNATES A.3 CITY'S GRAVEL STOCKPILE TO BE USED AS ROAD AND PARKING BASE					
#	Description	Qty	Unit	Cost	Total
A.3.1	Demolition Deduct (deduct hauling gravel to City Main. Yard)	LS	1	\$	\$
A.3.2	Subbase Stabilization Deduct (Use 3,000 SF stockpile of onsite City gravel in lieu of the Subbase for Bid Items 2.2 or A.1.3)	CY	55.56	\$	\$



INVITATION TO BID 2024-04
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PHASE 2

ATTACHMENT D

REVISED AGREEMENT

AGREEMENT

This Agreement, dated _____ is between the City of Parker, located at 1001 West Park Avenue, Parker, Florida 32404 (“OWNER”) and _____, doing business as a _____ (an individual), or (a partnership), or (a corporation), having a business address of _____ (hereinafter called “CONTRACTOR”). It should be noted that the term CONTRACTOR in this Agreement will apply to the CONTRACTOR awarded each of the individual projects from **ITB 2024-002 – CITY OF PARKER - PARKER SPORTS COMPLEX - PHASE 2.**

1. **SCOPE OF WORK**

The OWNER desires to hire CONTRACTOR to provide all necessary labor, supervision, equipment, and supplies for the performance of the work in connection with the construction of **ITB 2024-002 – CITY OF PARKER - PARKER SPORTS COMPLEX - PHASE 2** (“Project”), to be located within Parker, in accordance with the Drawings and Specifications prepared by Anchor CEI, Inc. and all other Contract Documents hereafter specified.

The CONTRACTOR shall furnish, at its sole expense, all supervision, labor, equipment, tools, material, and supplies to properly and efficiently perform all of the Work required under the Contract Documents, as defined herein, and shall be solely responsible for the payment of all taxes, permits and license fees, labor fringe benefits, insurance and bond premiums, and all other expenses and costs required to complete such work in accordance with this Agreement (collectively, the “Work”).

The OWNER shall award the **CITY OF PARKER - PARKER SPORTS COMPLEX - PHASE 2** project as detailed in the Construction Drawings and as summarized by location below:

- A. Phase 2 of this project will consist of the following site improvements to the Parker Sports Complex including but not limited to (see Bid Form and Contract Document for full details of project):
 - 1) Construction of a proposed 24-foot-wide aggregate roadway that runs through the park and connects to U.S. Business Highway 98 to the south and Lake Drive to the north. This will include signage as shown on the Contract Documents.
 - a) The City has added an additive alternate to the Bid Form for construction of an asphalt base in lieu of aggregate base

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roadway. This will include striping along the roadway as shown on the Contract Documents.

- 2) Construction of a proposed aggregate parking area that runs parallel to the access road.
 - a) The City has added an additive alternate to the Bid Form for construction of an asphalt base in lieu of aggregate base parking area. This will include striping of the parking spaces as shown on the Contract Documents.

- 3) Construction of a 6-foot-wide clay walking path that will encircle the field at the park and connect to the existing sidewalks adjacent to the courts.
 - a) The City has added an additive alternate to the Bid Form for construction of a 5-foot-wide concrete sidewalk in lieu of clay walking path.

- 4) Construction of 5-foot-wide concrete sidewalk from the entrance of the park at U.S. Business Highway 98 that will connect at the existing concrete sidewalk between the existing basketball courts and dog runs as well as south of the pickleball courts from the proposed walking path which will connect at the existing concrete sidewalk along a portion of U.S. Business Highway 98 as well as concrete ADA-compliant parking spaces to the north of the site. This will include ADA-compliant striping and symbols and ADA-compliant signage.

- 5) Construction of the following stormwater improvements to the Parker Sports Complex including but not limited to (see Bid Form and Contract Document for full details of project):
 - a) Grading and compaction of a proposed 83,457 square foot stormwater pond which will have a depth of 5 feet. The stormwater pond slopes and berms shall be stabilized with Bermuda Sod 419.

 - b) Other associated stormwater improvements

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PARKER SPORTS COMPLEX – PHASE 2**

6) Installation of approximately 660 linear feet of wood split-rail fencing between the parking area and clay walking path, as shown on the contract drawings.

- B. It should be noted that all water system improvements will be constructed by the City of Parker.
- C. It should be noted that the City of Parker has a stockpile of gravel on site that will need to be moved to the City's maintenance yard or as a deductive alternate can be used for a portion of the roadway and parking base.

2. CONTRACT DOCUMENTS

The term "Contract Documents" shall have the generally accepted meaning, including but not limited to:

- a. **ITB 2024-002 – CITY OF PARKER - PARKER SPORTS COMPLEX - PHASE 2**, including but not limited to:
 - 1) Plans and Specifications Package.
 - 2) FDEP Supplemental Conditions (Including All Appendices).
 - 3) Bid Form.
 - 4) Bid Bond.
 - 5) Anti-Collusion Clause.
 - 6) Conflict of Interest Disclosure Form.
 - 7) Identical Tie Bids/Drug Free Workplace.
 - 8) Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion.
 - 9) Certification Regarding Lobbying.
 - 10) Certification Regarding Scrutinized Companies List
 - 11) Sub-Contractors List
 - 12) E-Verify Documentation
 - 13) Public Construction Bond (Payment and Performance Bond) and related bond documents.

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- 14) Contractor's response to the ITB.
- 15) Insurance Requirements.
- 16) Notice of Award.
- 17) Notice to Proceed.
- 18) Agreement.
- 19) Notice of Contest of Claim Against Payment Bond (if required).
- 20) Waiver of Right to Claim Against the Payment Bond (Progress Payment).
- 21) Waiver of Right to Claim Against the Payment Bond (Final Payment).
- 22) Contract Change Orders.
- 23) Addenda:
No. __, dated _____, 2024.

The Contract Documents also include any written amendments to any of the above signed by the party to be bound by such amendment. The Contract Documents are sometimes referred to herein as the "Agreement."

In the case of any conflict between the provisions of this Agreement and another Contract Document, the following priority for interpretation of those document provisions shall be followed:

- a. The provisions of this Agreement shall first prevail.
- b. The bid form and accompanying bidder submittals shall be next.
- c. The RFP and attachments shall be the final priority.

In the event of a conflict within or between any other document or documents comprising the Contract Documents, the OWNER alone shall be entitled to select the provision which shall apply.

3. TERM

This Contract shall commence within 10 calendar days after the date of receipt of the "Notice to Proceed" to CONTRACTOR(s). The CONTRACTOR(s) will substantially complete the work within 150 calendar days following receipt of the Notice to Proceed and achieve Final Completion within 30 days thereafter., except to the extent

the period for Final Completion is extended pursuant to the terms of the Contract Documents (“Contract Time”). Final Completion of the Work for each project shall be achieved by CONTRACTOR within the time period set forth in the executed Notice to Proceed. The CONTRACTOR agrees to pay the OWNER, liquidated damages, in the sum of \$250.00 for each calendar day that expires after the Contract Time for Final Completion.

4. CONTRACT PRICE

The CONTRACTOR agrees to perform all of the Work described in the Contract Documents and comply with the terms therein for the sum of \$ _____ as shown in the bid schedule included within the Bid Form, as said amount may be hereafter adjusted pursuant to the terms of the Contract Documents (“Contract Price”).

5. PAYMENTS

- A. Notwithstanding anything contained herein to the contrary, all payments shall be made in accordance with the Florida Prompt Payment Act of the Florida Statute, Chapter 218.70, et seq.
- B. CONTRACTOR shall use **AIA G702 – Application for Payment Form** for all pay requests to the OWNER.
- C. CONTRACTOR shall submit with the first Application for Payment to the OWNER’s designated representative (Anchor Consulting Engineering and Inspection, Inc.), a schedule of values allocated to the various portions of the Work as directly outlined in the CONTRACTOR’s Bid Form, prepared in such form, and supported by such data to substantiate its accuracy as the OWNER shall require from time to time. This schedule of values, unless objected to by the OWNER, shall be used as a basis for reviewing the CONTRACTOR’s Applications for Payment.
- D. CONTRACTOR shall submit an Application for Payment to the OWNER’s designated representative (Anchor Consulting Engineering and Inspection, Inc.) on or before the 25th of each month, filled out and signed by the CONTRACTOR covering the Work performed since the previous month’s Application for Payment. Invoices received after the 25th day of each month shall be considered for payment as part of the next month’s Application for Payment.
- E. CONTRACTOR’s Application for Payment shall be in such form and contain such detail and backup as the OWNER reasonably may require.

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- F. Payment by the OWNER to the CONTRACTOR of the statement amount shall be made within 25 days after the OWNER's designated representative has certified the Application for Payment and submits to the OWNER.
- G. Five Percent (5%) retainage shall be held at the discretion of the OWNER; the 5% retainage shall be paid at the completion of the Work. Provided, however, nothing in this Section shall preclude or limit the OWNER's right to withhold payment as otherwise permitted by the terms of the Contract Documents or as permitted by law. Payments of these monthly invoices shall in no way imply approval or acceptance of the Work.
- H. The retainage, at the discretion of the OWNER, may be reduced once 50% of the work is completed by the CONTRACTOR.
- I. Each Application for Payment shall be accompanied by a **“Waiver of Right to Claim Against the Payment Bond (Progress Payment)”** in a form identified in the Contract Documents for all materials, labor, equipment, services, and other bills associated with that portion of the Work payment is being requested in that Application for Payment.
- J. Further, each Application for Payment request shall be accompanied by a claim release and waiver in the form approved by the OWNER from all Subcontractors and suppliers evidencing their payment in full through the previous month's Application for Payment.
- K. Also, each payment request shall be accompanied by an updated Construction Schedule, a list inventorying all stored materials, a monthly progress status report, and any other document reasonably requested by the OWNER. The OWNER shall not be required to make payment until and unless such releases, documents and information are furnished by the CONTRACTOR.
- L. Further, if the CONTRACTOR is withholding any portion of a payment to any Subcontractor or supplier for any labor, services, or materials for which the OWNER has paid CONTRACTOR, the CONTRACTOR agrees to refund such money to the OWNER upon demand by the OWNER.
- M. The OWNER's designated representative (Anchor Consulting Engineering and Inspection, Inc.) shall review each Application for Payment submitted by the CONTRACTOR and shall make recommendations to the OWNER as to the proper amounts, if any, which may be owed to the CONTRACTOR thereunder. The OWNER shall have the right to refuse to approve payment amounts, or portions thereof, requested by the CONTRACTOR in an Application for Payment, or rescind any amount previously approved, and the OWNER may withhold any payments otherwise due to the CONTRACTOR under this Agreement or any other agreement between the

**CITY OF PARKER - INVITATION TO BID NO. 2024-002
PARKER SPORTS COMPLEX – PHASE 2**

OWNER and CONTRACTOR, to the extent it is reasonably necessary, to protect the OWNER from any expense, cost, or loss attributable to:

- 1) Defective or deficient Work not properly remedied in accordance with the terms of the Contract Documents.
 - 2) The filing or reasonable evidence indicating the probable filing of third-party claims against the OWNER attributable to the fault or neglect of CONTRACTOR.
 - 3) The CONTRACTOR's failure to make timely and proper payments to all Subcontractors and suppliers.
 - 4) Reasonable evidence that the remaining Work cannot be completed for the unpaid Contract Price balance.
 - 5) Reasonable evidence indicating that the remaining Work cannot be completed within the remaining Contract Time.
 - 6) The CONTRACTOR's failure to satisfactorily prosecute the Work in accordance with the requirements of the Contract Documents.
 - 7) Any other material breach of the requirements of the Contract Documents by CONTRACTOR.
- N. The OWNER shall have the right, but not the obligation, to take any corrective action the OWNER deems appropriate to cure any of the above noted items, at the CONTRACTOR's expense, if such items are not cured by the CONTRACTOR to the OWNER's reasonable satisfaction within 3 days after CONTRACTOR's receipt of written notice from the City.
- O. In the event that there is a dispute in the amount of the Application for Payment, then only the disputed amount shall be held until resolved and the undisputed amount shall be paid within the time limits as stated within Section 4 – Payment of this Agreement and the progress of the project shall not be interrupted. Both parties agree that best efforts be made to resolve the disputed amount.
- P. The OWNER may reject a payment request, in whole or in part, submitted by the CONTRACTOR if such payment request is not submitted in strict accordance with the requirements of Section 4 – Payments of this Agreement. In such event, the OWNER shall notify the CONTRACTOR in writing within 20 business days after receipt of such Application for Payment that such request for payment, or portion thereof, has been rejected and the reasons for such rejection. If CONTRACTOR resubmits a revised Application for Payment correcting, in the OWNER's unfettered determination, the deficiency specified in the rejection notice, then the

CITY OF PARKER - INVITATION TO BID NO. 2024-002
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OWNER shall pay the CONTRACTOR the corrected portion of the payment request within 10 business days after the date the revised Application for Payment is received and approved by the OWNER.

- Q. Prior to Final Completion, the OWNER may use any completed or substantially completed portions of the Work. Such use shall not constitute an acceptance of such portions of the Work.
- R. Final Payment - Upon completion and acceptance of the Work, the OWNER's designated representative (Anchor Consulting Engineering and Inspection, Inc.) shall issue a certificate attached to the final Application for Payment that states the Work has been fully performed in accordance with the requirements of the Contract Documents and that the OWNER's designated representative (Anchor Consulting Engineering and Inspection, Inc.) recommends final payment in the amount reflected in the attached final Application for Payment. The OWNER shall make final payment to CONTRACTOR within 30 days after the Work is finally accepted by the OWNER, provided that CONTRACTOR first, and as an explicit condition precedent to the accrual of CONTRACTOR's right to final payment, shall have furnished the OWNER with a properly executed and notarized final release in the form reasonably required by the OWNER, as well as a duly-executed copy of the surety's consent of release of the Public Construction Bond for final payment and such other documentation that may be required by the Contract Documents, the City.
- S. The acceptance by the CONTRACTOR of final payment shall be and shall operate as a full release and waiver of any and all claims by CONTRACTOR against the OWNER arising out of this Agreement, except those identified in writing by the CONTRACTOR as unsettled in its final Application for Payment. Any payment, however, final, or otherwise shall not release the CONTRACTOR or its sureties from any obligations under the Contract Documents. Neither the acceptance of the Work nor payment by the OWNER shall be deemed to be a waiver of the OWNER's right to enforce any obligations of the CONTRACTOR hereunder or to the recovery of damages for defective Work not discovered by the City at the time of final inspection.
- T. No error or oversight in the making of payment or completion certificates shall relieve the CONTRACTOR from its obligation to do and complete the Work in accordance with the requirements of the Contract Documents.
- U. Payments to Subcontractors - The CONTRACTOR shall promptly, but not later than 15 days after receipt of payment from the OWNER, pay all the amount due subcontractors less a retainage of 5%. If there should remain items to be completed, the CONTRACTOR and the OWNER shall list those items required for completion and the CONTRACTOR shall require the retainage of a sum equal to 150% of the estimated cost of completing any

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unfinished items, provided that said unfinished items are separately listed and the estimated cost of completing any unfinished items likewise separately listed. Thereafter, the CONTRACTOR shall pay to the Subcontractors monthly the amount retained for each incomplete item after each of said items is completed. Before issuance of final payment without any retainage, the Subcontractor shall submit satisfactory evidence that all payrolls, material bills and other indebtedness connected with each individual Project has been paid or otherwise satisfied, warranty information is complete, as-built markups have been submitted and instruction for the CITY's operating and maintenance personnel is complete. Final payment may be made to certain select Subcontractors whose Work is satisfactorily completed prior to the total completion of the Project but only upon approval of the CITY.

- V. Delayed Payments by CITY - If the CITY shall fail to pay the CONTRACTOR within 20 days after the receipt of an approved payment request from the CONTRACTOR, then the CONTRACTOR may, upon 14 additional days advance written notice to the CITY and the OWNER'S designated representative (Anchor Consulting Engineering and Inspection, Inc.) stop the Project until payment of the amount owing has been received, provided that the payment request has been submitted in sufficient detail to comply with the guidelines of the Office of the Clerk of the Circuit Court for Bay County. In the event that there is a dispute in the amount of the pay request, then only the disputed amount shall be held until resolved and the undisputed amount shall be paid within the time limits as stated within this paragraph. If undisputed amounts are timely paid, then the CONTRACTOR shall not stop the Project in any fashion and the progress of the project shall not be interrupted. Both parties agree that best efforts be made to resolve the disputed amount.

- W. Payment for Materials and Equipment - Payments will be made for material and equipment not incorporated in the work but delivered and suitably stored at the site (or another location, subject to prior approval and acceptance by the County on each occasion).

6. INDEPENDENT CONTRACTOR

The CONTRACTOR shall at all times, relevant to this Agreement, be an independent CONTRACTOR and maintain control over and have sole responsibility for CONTRACTOR's employees and other personnel. In no event shall the CONTRACTOR, nor any employees or sub-contractors under it, be considered to be employees, servants, or agents of the City of Parker.

7. CONTRACTOR'S PERSONNEL

CONTRACTOR's employees and personnel shall be qualified and experienced to perform the portions of the Work to which they have been assigned. CONTRACTOR has the exclusive right to hire and terminate its employees and may transfer or reassign any of its employees to other work of the CONTRACTOR. The direction of the work of CONTRACTOR's employees shall be under the exclusive control of CONTRACTOR. If the OWNER objects to the presence or performance of any employee of CONTRACTOR, CONTRACTOR shall remove such employee from OWNER premises.

8. COOPERATION

The CONTRACTOR agrees to perform each phase of the Work at the scheduled time and in the scheduled sequence. The CONTRACTOR will cooperate with the City as requested and specifically allow the City to inspect the performance of the Work of this Agreement.

9. DIRECT PURCHASING

This Agreement does not include direct purchasing requirements.

10. MATERIALS, SUPPLIES, ETC.

CONTRACTOR shall furnish and supply all tools, materials, consumable supplies and equipment, safety devices and equipment, and any special clothing that are required to perform the work of this Agreement and consistent with the requirements of the ITB.

11. RECORDS / AUDITS

The OWNER is a public agency subject to Chapter 119, Florida Statutes. The CONTRACTOR shall comply with Florida's Public Records Law. Specifically, the CONTRACTOR shall:

- a. Keep and maintain public records required by the OWNER in order to perform the service.
- b. Upon request from the OWNER's custodian of public records, provide the OWNER with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S. or as otherwise provided by law.

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- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the Agreement if the CONTRACTOR does not transfer the records to the OWNER.
- d. Upon completion of the Agreement, transfer, at no cost to the OWNER, all public records in possession of the CONTRACTOR, or keep and maintain public records required by the OWNER to perform the service. If the CONTRACTOR transfers all public records to the OWNER upon completion of the contract, the CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the CONTRACTOR keeps and maintains public records upon completion of the contract, the CONTRACTOR shall meet all applicable requirements for retaining public records.
- e. All records electronically stored must be provided to the OWNER, upon request from the OWNER's custodian of public records in a format that is compatible with the information technology systems of the OWNER.
- f. During the term of the Agreement, the CONTRACTOR shall maintain all books, reports and records in accordance with generally accepted accounting practices and standards for records directly related to this Agreement. The form of all records and reports shall be subject to the approval of the City's Auditor. The CONTRACTOR agrees to make available to the City's Auditor, during normal business hours and in the City, all books of account, reports and records relating to this contract.

12. PUBLIC RECORDS CUSTODIAN

If the CONTRACTOR has questions regarding the application of Chapter 119, Florida Statutes, to the CONTRACTOR's duty to provide public records relating to this contract, contact the City of Parker at 1001 West Park Avenue, Parker, Florida 32404, via phone at (850) 871-4101 or e-mail at tjeffreys@cityofparker.com.

13. INSPECTOR GENERAL

The parties agree to comply with s.20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with s. 20.055(5), Florida Statutes. "(5) It is the duty of every state officer, employee, agency, special district, board, commission, contractor, and subcontractor to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing pursuant to this section."

14. OWNER Representative

The OWNER's designated representative (Anchor Consulting Engineering and Inspection, Inc.) or another designee assigned by the OWNER has authority to designate the work to be done by CONTRACTOR, to inspect such work, and to resolve questions which arise between the parties.

The CONTRACTOR or the CONTRACTOR's designee will deal with the OWNER's designated representative (Anchor Consulting Engineering and Inspection, Inc.) on matters relating to the performance of the work.

The OWNER and the OWNER's designated representative (Anchor Consulting Engineering and Inspection, Inc.) shall have the authority to stop the work whenever it deems such action necessary to secure the safe and proper performance of the work assignment.

15. LAWS, RULES AND REGULATIONS

a. General Laws:

- 1) CONTRACTOR agrees to comply, at its own expense, with all Federal, State, and local laws, codes, statutes, ordinances, rules, administrative orders, regulations, and requirements applicable to the Project, including but not limited to those dealing with safety (including, but not limited to, the Trench Safety Act, Chapter 553, Florida Statutes).
- 2) If CONTRACTOR observes that the Contract Documents are at variance therewith, it shall promptly notify the OWNER in writing.
- 3) The CONTRACTOR shall give all notices required of it by law and shall comply with all Federal, State, and local laws, ordinances, rules, and regulations governing CONTRACTOR's performance of this Agreement and the preservation of public health and safety.
- 4) Upon request by the OWNER, CONTRACTOR shall provide proof of such compliance to the OWNER.

b. Illegal Alien Labor:

- 1) The CONTRACTOR shall comply with all provisions State and Federal law regarding the hiring and continued employment of aliens not authorized to work in the United States. CONTRACTOR shall not knowingly employ or contract with an illegal alien to perform Work

**CITY OF PARKER - INVITATION TO BID NO. 2024-002
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under this Agreement or enter into an Agreement with a subcontractor that fails to certify to the CONTRACTOR that the subcontractor is in compliance with such laws.

- 2) The CONTRACTOR agrees that it shall confirm the employment eligibility of all employees through participation in E-Verify or an employment eligibility program approved by the Social Security Administration and will require the same of any subcontractors.
- 3) The CONTRACTOR shall pay all cost incurred to initiate and sustain the verification programs.

c. Termination for Cause:

Failure of the CONTRACTOR to comply with the provision of this section shall constitute grounds for the OWNER to immediately terminate this Agreement for cause and declare the CONTRACTOR to be non-responsible for bidding or proposing on future contracts for 1 year from the date the City notifies the CONTRACTOR of such non-compliance.

16. PUBLIC ENTITY CRIMES STATEMENT

- A. A person or affiliate who has been placed on the convicted contractor list following a conviction for a public entity crime may not submit a BID on a contract to provide any goods or services to a public entity, may not submit a BID on a contract with a public entity for the construction or repair of a public building or public work, may not submit BIDs on leases of real property to a public entity, may not be awarded or perform work as a contractor, contractor, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Florida Statutes, Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted contractor list.
- B. By submission of a proposal in response to this document, the BIDDER certifies compliance with the above requirements as stated in Section 287.133, Florida Statutes.

17. E-VERIFY

- A. As a condition precedent to entering into this agreement, and in compliance with Section 448.095, Florida Statute, CONTRACTOR and its subcontractors shall, register with and use the E-Verify system to verify work authorization status of all employees

**CITY OF PARKER - INVITATION TO BID NO. 2024-002
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- B. CONTRACTOR shall require each of its subcontractors to provide CONTRACTOR with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. CONTRACTOR shall maintain a copy of the subcontractor's affidavit as part of and pursuant to the records retention requirements of this agreement.
- C. The OWNER, CONTRACTOR, or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated Section 448.09(1), Fla. Stat. or the provisions of this section shall terminate the contract with the person or entity.
- D. A contract terminated under the provisions of this section is not a breach of contract and may not be considered such. Any contract termination under the provisions of this section may be challenged pursuant to Section 448.095(2)(d), Florida Statute. CONTRACTOR acknowledges that upon termination of this agreement by the OWNER for a violation of this section by CONTRACTOR, CONTRACTOR may not be awarded a public contract for at least 1 year. CONTRACTOR further acknowledges that CONTRACTOR is liable for any additional costs incurred by the OWNER as a result of termination of any contract for a violation of this section.
- E. Subcontracts. CONTRACTOR or subcontractor shall insert in any subcontracts the clauses set forth in this section, including this subsection, requiring the subcontractors to include these clauses in any lower tier subcontracts. CONTRACTOR shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this section.

18. SCRUTINIZED COMPANIES

- A. The CONTRACTOR must certify that the company is not participating in a boycott of Israel.
- B. The CONTRACTOR must also certify that CONTRACTOR is not on the Scrutinized Companies that Boycott Israel list, not on the Scrutinized Companies with Activities in Sudan List, and not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria. Subject to limited exceptions provided in state law, the OWNER will not contract for the provision of goods or services with any scrutinized company referred to above.
- C. The CONTRACTOR must submit the certification attached to this Agreement. Submitting a false certification shall be deemed a material breach of contract.

**CITY OF PARKER - INVITATION TO BID NO. 2024-002
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- D. The OWENR shall provide notice, in writing, to the CONTRACTOR of the OWNER's determination concerning the false certification.
- E. The CONTRACTOR shall have 5 days from receipt of notice to refute the false certification allegation. If such false certification is discovered during the active contract term, the CONTRACTOR shall have 90 days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error.
- F. If the CONTRACTOR does not demonstrate that the OWNER's determination of false certification was made in error then the OWNER shall have the right to terminate the contract and seek civil remedies pursuant to Section 287.135, Florida Statutes, as amended from time to time.

19. WARRANTY

- A. The AWARDED BIDDER/CONTRACTOR shall fully warrant all workmanship and material, to meet or exceed the performance of the obligations under this Agreement and specifications, for a period of 1 year after completion of the work.
- B. The warranty period begins at the date of final payment for the project. The CONTRACTOR shall expeditiously repair and remedy any defects in the construction that are discovered within 1 year, without cost or charge to the OWNER.
- C. In the event the CONTRACTOR fails, within 5 days after notice, to begin correction of the defect, or fails within a reasonable time thereafter to complete the repair or remedy, the OWNER may have the work done at the CONTRACTOR's expense or may proceed against the CONTRACTOR's Public Construction Bond.

20. INSURANCE

During the term of this Agreement, the CONTRACTOR will purchase and maintain insurance and comply with the OWNER's Drug Free Workplace and Insurance Requirements which are incorporated herein by reference.

21. PUBLIC CONSTRUCTION BOND

- A. Prior to signing the Contract, the AWARDED BIDDER will secure and post a Public Construction Bond pursuant to Section 255.05 of the Florida Statutes.
- B. All such bonds shall be issued by a Surety acceptable to the OWNER. The OWNER will designate to whom subject bonds shall be posted.

- C. Failure or refusal to furnish adequate bonds in a satisfactory form shall subject the AWARDED BIDDER to loss of time from the allowable construction period equal to the time of delay in furnishing the required bonds.

22. HOLD HARMLESS AND INDEMNIFICATION

- A. To the maximum extent permitted by Florida law, the CONTRACTOR shall indemnify, defend, and hold harmless the OWNER, the State of Florida, the Florida Department of Transportation, and their officers, agents, and employees, against any actions, claims, or damages arising out of, relating to, or resulting from negligent or wrongful act(s) of the CONTRACTOR or any of its officers, agents, or employees, acting within the scope of their office or employment, in connection with the rights granted to or exercised by the CONTRACTOR hereunder, to the extent and within the limitations of Section 768.28, Florida Statutes..
- B. The foregoing indemnification shall not constitute a waiver of sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28. Nor shall the same be construed to constitute agreement by the CONTRACTOR to indemnify the OWNER for the negligent acts or omissions of the OWNER, its officers, agents, or employees, or third parties. Nor shall the same be construed to constitute agreement by the CONTRACTOR to indemnify the FDOT for the negligent acts or omissions of FDOT, its officers, agents, or employees, or third parties.
- C. The parties understand and agree that such indemnification by the CONTRACTOR relating to any matter which is the subject of this Agreement shall extend throughout the term of this Agreement and any statutes of limitations thereafter.
- D. The CONTRACTOR's obligation shall not be limited by or in any way to any insurance coverage or by any provision in or exclusion or omission from any policy of insurance.
- E. If the above indemnity or the defense provisions contained herein or any part of those provisions are limited by Florida Statutes Section 725.06(1), or any other applicable law, then with respect to the part so limited, the monetary limitation on the extent of the indemnification shall be the greater of:
- 1) The monetary value of the Contract,
 - 2) Coverage amount of Commercial General Liability Insurance required under the Contract, or
 - 3) \$1,000,000.00.

F. This Section survives termination or expiration of this Contract,

23. DUTY TO PAY DEFENSE COSTS

- A. The CONTRACTOR agrees to reimburse and pay on behalf of the OWNER the cost of the OWNER's legal defense, through and including all appeals, and to include all attorneys' fees, costs, and expenses of any kind for any and all:
- 1) Claims described in the Hold Harmless and Indemnification paragraph, or
 - 2) Other claims arising out of the CONTRACTOR's performance of the Agreement and in which the OWNER has prevailed.
- B. The OWNER shall choose its legal defense team, experts, and consultants and invoice the CONTRACTOR accordingly for all fees, costs, and expenses upon the conclusion of the claim.
- C. Such payment on the behalf of the OWNER shall be in addition to any and all other legal remedies available to the OWNER and shall not be considered to be the OWNER's exclusive remedy.
- D. This section survives termination or expiration of this Agreement.

24. NOTICES

All notices required or made pursuant to this Agreement shall be in writing and, unless otherwise required by the express terms of this Agreement, may be given either:

- A. by mailing same by United States mail with proper postage affixed thereto, certified, return receipt requested, or
- B. by sending same by Federal Express, Express Mail, Airborne, Emery, Purolator, UPS or other expedited mail or package delivery, or
- C. by hand delivery to the appropriate address as herein provided. Notices to the OWNER required hereunder shall be directed to the following address:

If to the **OWNER**:
City of Parker
1001 West Park Avenue
Parker, Florida 32404
(850) 871-4104

If to the CONTRACTOR:

The CONTRACTOR shall notify the OWNER of any change to its address. The Purchasing Department will disseminate the address change to all applicable departments and agencies including Finance. The CONTRACTOR's notification of address change is sufficient if sent by email or facsimile.

25. ASSIGNMENT

The CONTRACTOR shall not assign in whole or in part any part of the Work of this Agreement except with prior written consent of the OWNER.

26. SUCCESSORS AND ASSIGNS

This Agreement shall be binding on all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

27. ENTIRE AGREEMENT

All proposals, negotiations, and representations regarding the work of this Agreement are merged in this instrument. Any amendment or modification of this Agreement shall be in writing and signed by the duly authorized representatives of the parties.

28. NO WAIVER

The waiver by the OWNER of, or the OWNER's failure to demand strict performance of, any obligation of the CONTRACTOR shall not be construed to waive or limit the full and faithful performance by the CONTRACTOR of another of its obligations or of the same obligation in the future.

29. ADMINISTRATIVE, CONTRACTUAL, OR LEGAL REMEDIES

Unless otherwise provided in this contract, all claims, counterclaims, disputes and other matters in question between the local government and the CONTRACTOR, arising out of or relating to this contract, or the breach of it, will be decided by arbitration, if the parties mutually agree, or in a Florida court of competent jurisdiction.

30. TERMINATION FOR CAUSE AND FOR CONVENIENCE

- A. This Agreement may be terminated in whole or in part in writing by either party in the event of substantial failure by the other party to fulfill its obligations under this contract through no fault of the terminating party, provided that no termination may be effected unless the other party is given:
- B. Not less than 10 calendar days written notice (delivered by certified mail, return receipt requested) of intent to terminate; and
- C. An opportunity for consultation with the terminating party prior to termination.
- D. This Agreement may be terminated in whole or in part in writing by the local government for its convenience, provided that the other party is afforded the same notice and consultation opportunity specified in A.1 above. If termination for default is effected by the local government, an equitable adjustment in the price for this contract shall be made, but no amount shall be allowed for anticipated profit on unperformed services or other work, and any payment due to the CONTRACTOR at the time of termination may be adjusted to cover any additional costs to the local government because of the CONTRACTOR's default.
- E. If termination for convenience is effected by the local government, the equitable adjustment shall include a reasonable profit for services or other work performed for which profit has not already been included in an invoice. For any termination, the equitable adjustment shall provide for payment to the CONTRACTOR for services rendered and expenses incurred prior to receipt of the notice of intent to terminate, in addition to termination settlement costs reasonably incurred by the CONTRACTOR relating to commitments (e.g., suppliers, subcontractors) which had become firm prior to receipt of the notice of intent to terminate.
- F. Upon receipt of a termination action under Paragraphs A.1 and A.2 above, the CONTRACTOR shall promptly discontinue all affected work (unless the notice directs otherwise) and deliver or otherwise make available to the local government all data, drawings, reports specifications, summaries and other such information, as may have been accumulated by the CONTRACTOR in performing this contract, whether completed or in process.
- G. Failure of the CONTRACTOR to comply with the provision of Section 14 Laws, Rules, and Regulations shall constitute grounds for the OWNER to immediately terminate this Agreement for cause and declare the CONTRACTOR to be non-responsible for bidding or proposing on future contracts for 1 year from the date the OWNER notifies the CONTRACTOR of such non-compliance.

- H. This Agreement may be terminated by the OWNER if the successful bidder (CONTRACTOR) is found to have submitted a false certification as required under section 215.471 (5), Florida Statutes, been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or been engaged in business operations in Cuba or Syria.

31. CONFLICTS

In the case of any conflict between the provisions of this Contract and other contract documents, the following priority for interpretation of those document provisions shall be followed:

- A. The provisions of this contract prevail first.
- B. The bid form and attachments are next.
- C. The initial bid provisions are final priority.

32. SEVERABILITY

Should any provision of the Agreement be determined by a court with jurisdiction to be unenforceable, such a determination shall not affect the validity or enforceability of any other section or part thereof.

33. GOVERNING LAW & VENUE

This Agreement is governed by the laws of the State of Florida. The proper venue for any action regarding this contract is in the appropriate Court in Bay County, Florida.

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[SIGNATURES ON NEXT PAGE]

**CITY OF PARKER - INVITATION TO BID NO. 2024-002
PARKER SPORTS COMPLEX – PHASE 2**

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year first written above.

Executed by:

PARKER CITY COUNCIL

By: _____
Andrew Kelly, Mayor

Approved as to form:

CONTRACTOR

By: _____
(Authorized Representative)

Its: _____

State of _____ County of _____

This Agreement was acknowledged and subscribed before me the undersigned notary this _____ day of _____, 2024, by _____, as _____ of _____ and with proper authority, and who is personally known by me or produced identification of _____.

Notary Public



INVITATION TO BID 2024-04
CITY OF PARKER
PARKER SPORTS COMPLEX
PHASE 2

ATTACHMENT E

REVISED CONSTRUCTION DRAWINGS

CONSTRUCTION PLANS

PARKER SPORTS COMPLEX - PHASE 2

PREPARED FOR:

CITY OF PARKER, FLORIDA

FEMA DISASTER # 4399DR

CITY COUNCIL

MAYOR, ANDREW KELLY

COUNCIL MEMBER/MAYOR PRO-TEM, TONYA BARROW

COUNCIL MEMBER, RONALD H. CHAPLE

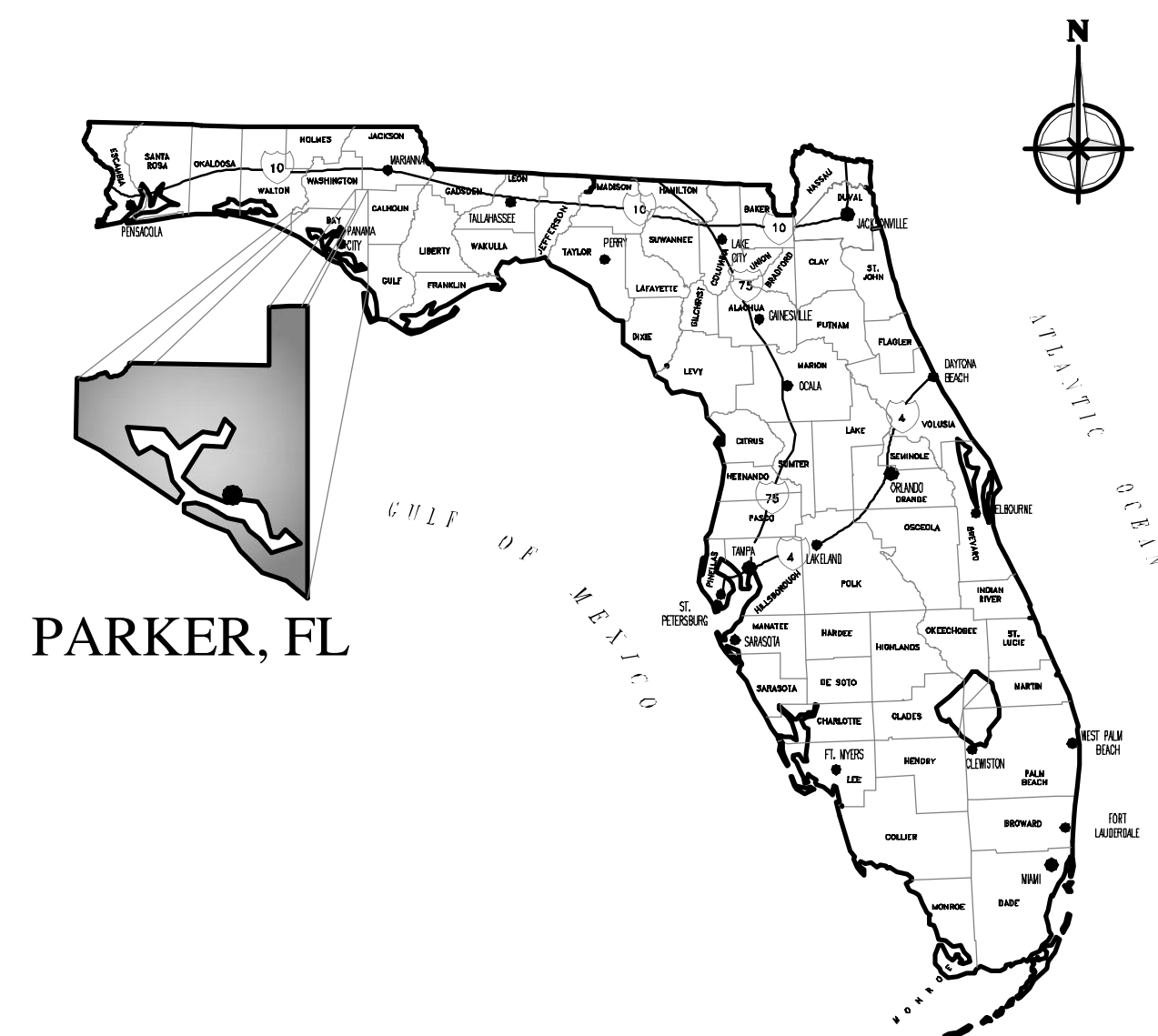
COUNCIL MEMBER, JOHN HANEY

COUNCIL MEMBER, KATY BARRETT

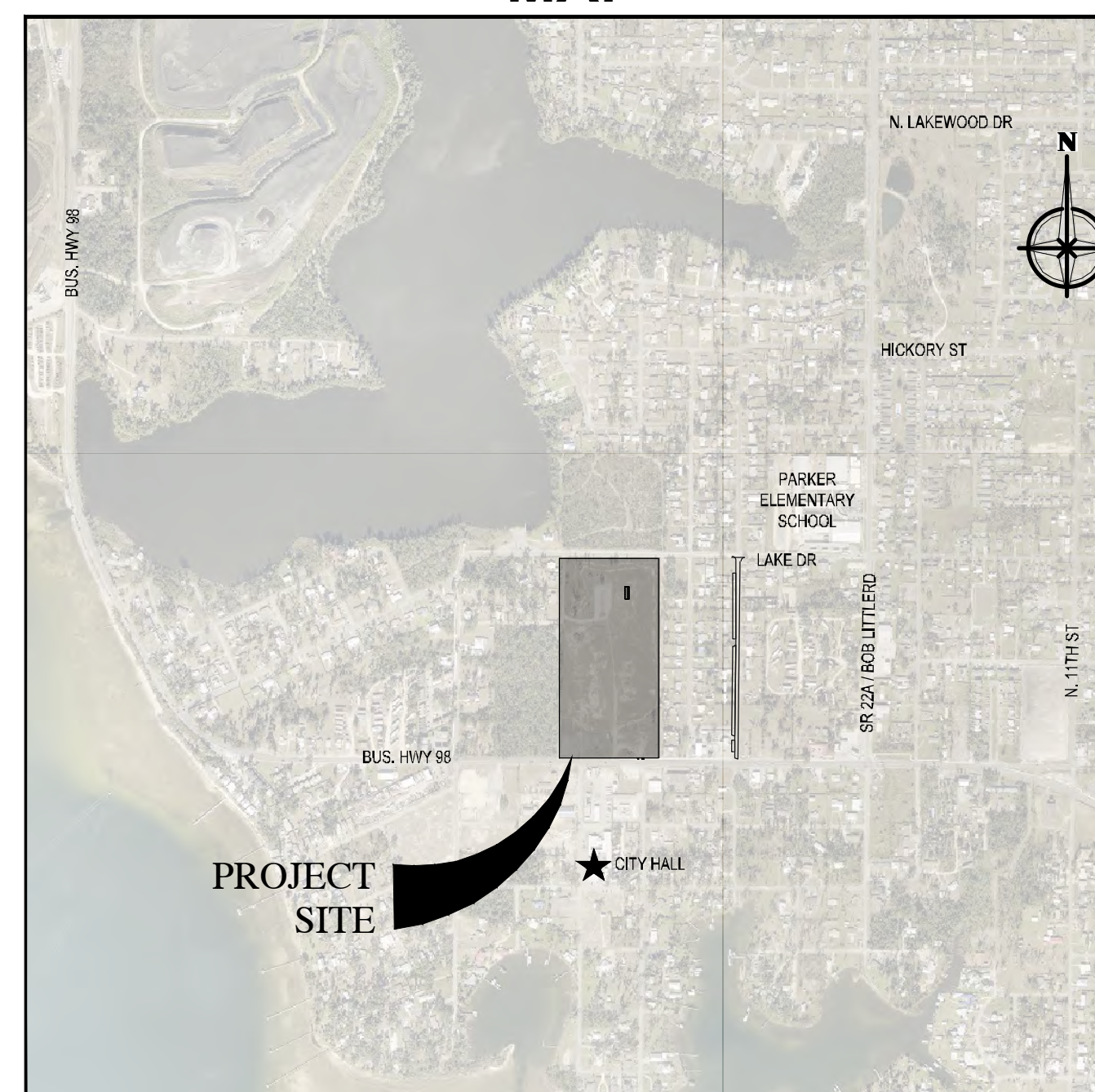


FOR BID PURPOSES ONLY

5/29/24	ADDENDUM 1			



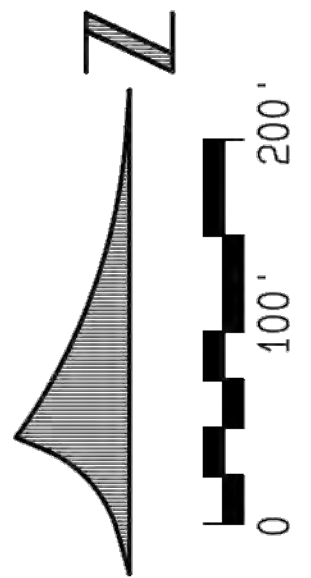
LOCATION MAP



DATE: 5/29/2024

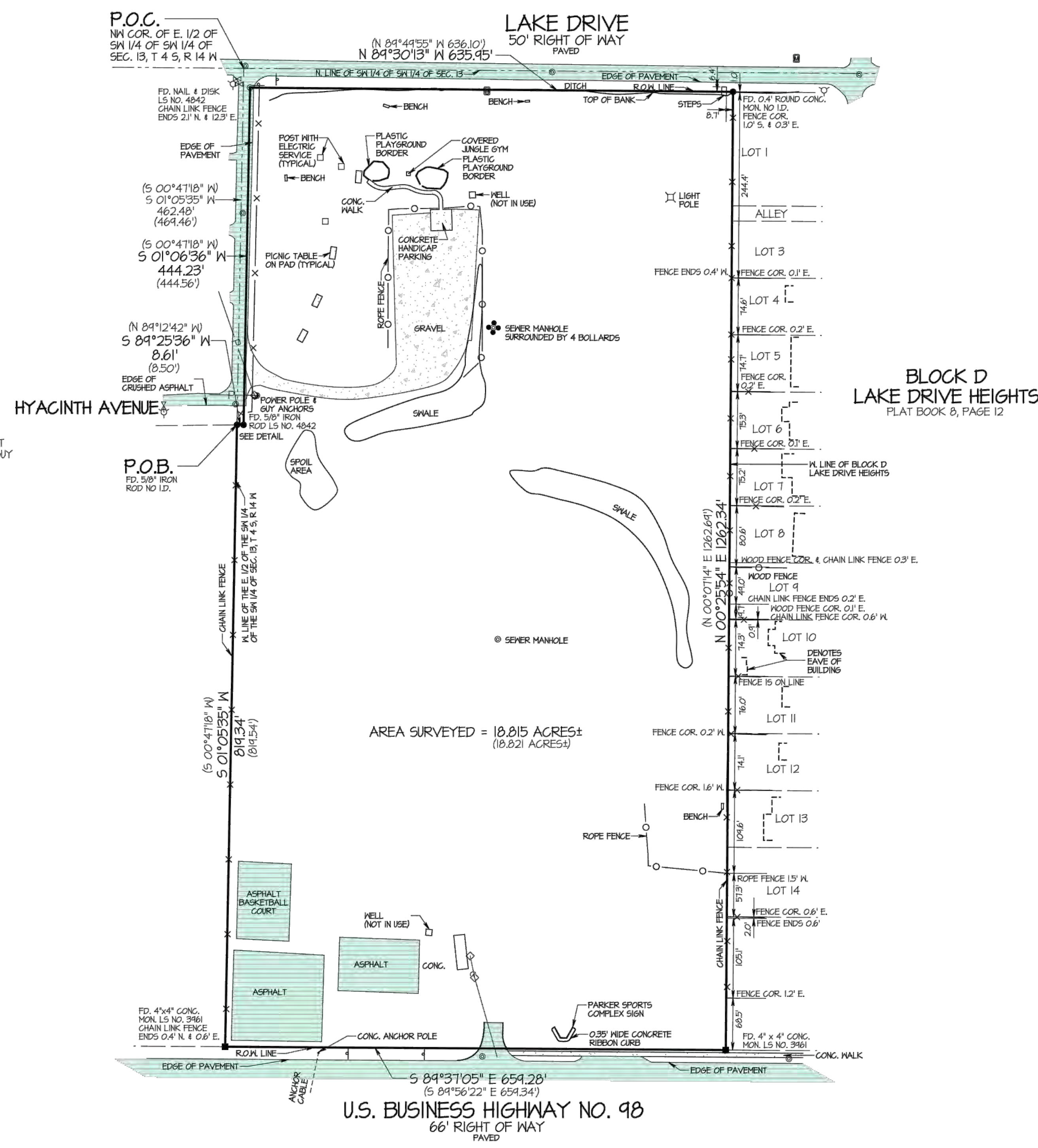
INDEX OF SHEETS

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C1.2	SITE UTILITIES PLAN
C1.3	SITE STRIPING PLAN (ALTERNATE ONLY)
C2.0	CONSTRUCTION DETAILS
C2.1	STANDARD DETAILS



FOR:
ANCHOR CEI, INC.

DESCRIPTION:
COMMENCE AT THE NORTHWEST CORNER OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 13, TOWNSHIP 4 SOUTH, RANGE 14 WEST, BAY COUNTY, FLORIDA; THENCE SOUTH 00 DEGREES 47 MINUTES 18 SECONDS WEST ALONG THE WEST LINE OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 13 FOR 469.46 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 00 DEGREES 47 MINUTES 18 SECONDS WEST ALONG SAID WEST LINE FOR 819.54 FEET TO THE NORTH RIGHT OF WAY LINE OF U.S. HIGHWAY NO. 98 (BUSINESS); THENCE SOUTH 89 DEGREES 56 MINUTES 22 SECONDS EAST ALONG SAID NORTH RIGHT OF WAY LINE FOR 659.34 FEET TO THE WEST LINE OF BLOCK D, LAKE DRIVE HEIGHTS, AS PER PLAT RECORDED IN PLAT BOOK 8, PAGE 12 OF THE PUBLIC RECORDS ON FILE WITH THE CLERK OF THE CIRCUIT COURT OF BAY COUNTY, FLORIDA; THENCE NORTH 00 DEGREES 07 MINUTES 14 SECONDS EAST ALONG SAID WEST LINE FOR 1262.69 FEET TO THE SOUTH RIGHT OF WAY LINE OF LAKE DRIVE (HAVING A 50 FT. RIGHT OF WAY); THENCE NORTH 89 DEGREES 41 MINUTES 55 SECONDS WEST ALONG SAID SOUTH RIGHT OF WAY LINE FOR 636.10 FEET; THENCE SOUTH 00 DEGREES 47 MINUTES 18 SECONDS WEST FOR 444.56 FEET; THENCE NORTH 89 DEGREES 12 MINUTES 42 SECONDS WEST FOR 8.50 FEET TO THE POINT OF BEGINNING, CONTAINING 18.821 ACRES, MORE OR LESS.



**BLOCK D
LAKE DRIVE HEIGHTS**
PLAT BOOK 8, PAGE 12

SYMBOLS & ABBREVIATIONS

P.O.C.	POINT OF COMMENCEMENT
P.O.B.	POINT OF BEGINNING
N	NORTH
S	SOUTH
E	EAST
W	WEST
SEC.	SECTION
T	TOWNSHIP OR TANGENT
R	RANGE
°	DEGREES
'	MINUTES OR FEET
"	SECONDS OR INCHES
FD.	FOUND
COR.	CORNER
LS	LAND SURVEYOR
LB	LAND SURVEYOR BUSINESS
NO.	NUMBER
ID.	IDENTIFICATION
CONC.	CONCRETE
MON.	MONUMENT
R.O.W.	RIGHT OF WAY
±	MORE OR LESS
⊙	SEWER MANHOLE
•	BOLLARD
⊕	WATER VALVE
⚡	FIRE HYDRANT
⊞	WATER METER
⊙	SIGN POLE
⊖	POWER POLE
⊕	GUY ANCHOR
—P—	AERIAL UTILITY LINE

LOCATIONS OF SUBSURFACE FOUNDATIONS HAVE NOT BEEN DETERMINED AND ARE NOT INDICATED HEREON.

A COMPARISON BETWEEN RECORDED DIRECTIONS AND DISTANCES WITH FIELD MEASURED DIRECTIONS AND DISTANCES HAS BEEN MADE. WHERE THEY VARY THE RECORD AND/OR PLAT DIRECTIONS AND DISTANCES ARE SHOWN IN PARENTHESES.

THE UNDERSIGNED SURVEYOR HAS NOT BEEN PROVIDED A CURRENT TITLE OPINION OR ABSTRACT OF MATTERS AFFECTING TITLE OR BOUNDARY TO THE SUBJECT PROPERTY. IT IS POSSIBLE THERE ARE RECORDED DEEDS, UNRECORDED DEEDS, EASEMENTS, RESTRICTIONS, SETBACKS OR OTHER INSTRUMENTS AND GOVERNMENT REGULATIONS WHICH COULD AFFECT THE BOUNDARIES AND/OR USE OF THE PROPERTY.

BEARINGS SHOWN HEREON ARE BASED ON RTK GPS OBSERVATIONS UTILIZING L-NET GLOBAL NAVIGATION SATELLITE SYSTEM (GNSS) NETWORK REFERENCED TO THE STATE PLANE COORDINATE SYSTEM, FLORIDA NORTH ZONE, NORTH AMERICAN DATUM 1983 (NAD 83), 2001 ADJUSTMENT AND ARE REFERENCED TO THE NORTH RIGHT OF WAY LINE OF U.S. BUSINESS HIGHWAY NO. 98 HAVING A BEARING OF SOUTH 89 DEGREES 31 MINUTES 05 SECONDS EAST.

A REVIEW OF FLOOD INSURANCE RATE MAP NUMBER 12005C0363H FOR BAY COUNTY, FLORIDA, AND INCORPORATED AREAS, COMMUNITY PANEL NUMBER 120011 0363 H, EFFECTIVE DATE: JUNE 2, 2004, INDICATES THAT THE PROPERTY SHOWN HEREON IS WITHIN ZONE X.

BUCHANAN & HARPER, INC.
ENGINEERING • PLANNING • SURVEYING • LANDSCAPE ARCHITECTURE
CERTIFICATE OF AUTHORIZATION NUMBER: 2372
735 WEST 11TH STREET PANAMA CITY, FLORIDA 32401 — TELEPHONE (850) 763-7427

THE UNDERSIGNED, N. TODD TINDELL, FLORIDA LAND SURVEYOR NO. 4450, HEREBY CERTIFIES THAT THE SURVEY AND/OR INFORMATION SHOWN HEREON CONFORMS TO THE STANDARDS OF PRACTICE FOR PROFESSIONAL SURVEYORS AND MAPPERS AS OUTLINED IN RULE 5J-17, FLORIDA ADMINISTRATIVE CODE.

PLAT OF BOUNDARY SURVEY SCALE 1" = 100'

SURVEYED 10-28-21 DRAWN 11-5-21 IMPROVEMENTS VISIBLE AS SHOWN

REVISED _____

REVISED _____

REVISED _____

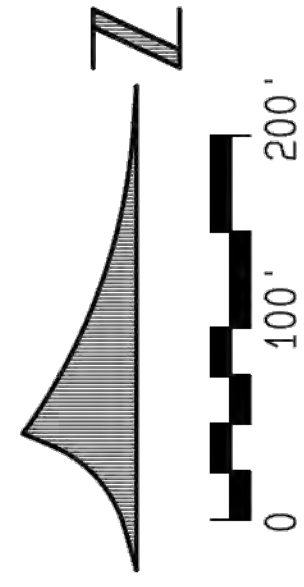
SOURCE OF INFORMATION OFFICIAL RECORDS OF BAY COUNTY, FLORIDA

BEARING REFERENCE SEE NOTES

ELEVATION REFERENCE _____

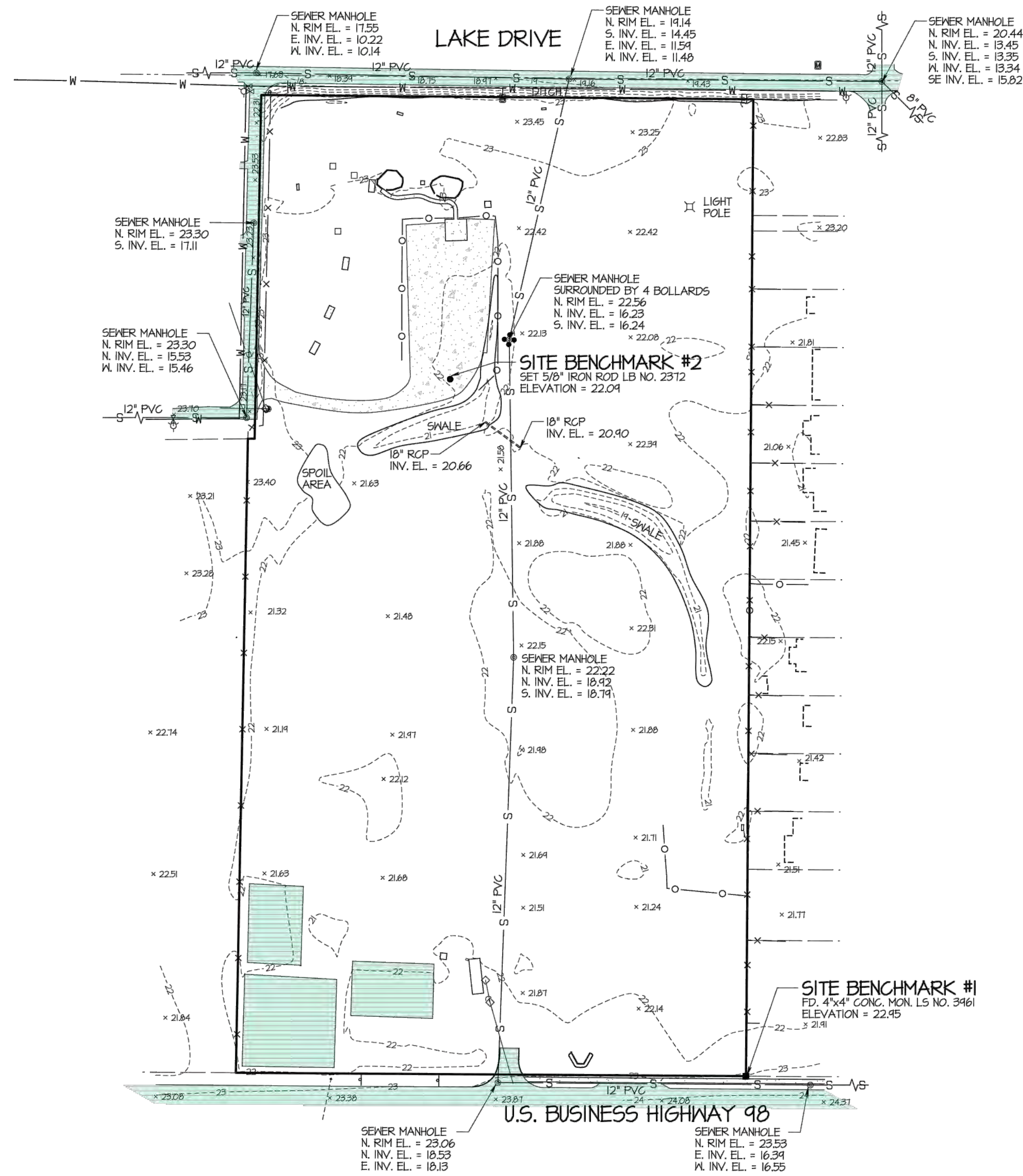
F.B. 1160 PA. 14 JOB NO. 12519.02 FILE NO. E 3121 SHEET NO. 1 OF 3

THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY THE TODD TINDELL PSM NO. 4450 ON DATE OF DIGITAL SIGNATURE.



TOPOGRAPHIC SURVEY OF PARKER SPORTS COMPLEX
4721 BUSINESS HIGHWAY 98 EAST, PARKER, FLORIDA

FOR: ANCHOR CEI, INC.



SYMBOLS & ABBREVIATIONS

N	NORTH
S	SOUTH
E	EAST
W	WEST
°	DEGREES
'	MINUTES OR FEET
\"	SECONDS OR INCHES
LB	LAND SURVEYOR BUSINESS NUMBER
CONC.	CONCRETE
NAVD	NORTH AMERICAN VERTICAL DATUM
EL	ELEVATION
RCP	REINFORCED CONCRETE PIPE
PVC	POLYVINYL CHLORIDE
INV.	INVERT
•	BOLLARD
⊕	WATER VALVE
⊙	FIRE HYDRANT
⊞	WATER METER
⊣	SIGN POLE
⊚	POWER POLE
⊕	GUY ANCHOR
—P—	AERIAL UTILITY LINE
—S—	SANITARY SEWER MAIN
x 22.85	SPOT ELEVATION

RTK GPS REFERENCED TO L-NET GLOBAL NAVIGATION SATELLITE SYSTEM - NAVD 80

ELEVATIONS AND BENCHMARKS SHOWN HEREON ARE BASED ON THE NOTED ELEVATION REFERENCE. USE OF THE BENCHMARKS FOR VERTICAL CONTROL SHOULD BE PERFORMED IN ACCORDANCE WITH STANDARDS OF PRACTICE FOR PROFESSIONAL SURVEYORS AND MAPPERS AS OUTLINED IN RULE 5-11, FLORIDA ADMINISTRATIVE CODE. PRIOR TO UTILIZING THE BENCHMARKS FOR VERTICAL CONTROL, USER SHALL CHECK PROVIDED BENCHMARKS TO ENSURE THAT THEY HAVE NOT BEEN DISTURBED AND THAT THEY ARE RELATIVE TO EACH OTHER.

THE UNDERGROUND UTILITIES SHOWN HEREON HAVE BEEN LOCATED FROM FIELD SURVEY INFORMATION AND VERBAL LOCATION BY THE UTILITY OWNERS. THE SURVEYOR MAKES NO GUARANTEE THAT THE UNDERGROUND UTILITIES SHOWN COMPRISE ALL SUCH UTILITIES IN THE AREA, EITHER IN SERVICE OR ABANDONED. THE SURVEYOR FURTHER DOES NOT WARRANT THAT THE UNDERGROUND UTILITIES SHOWN ARE IN THE EXACT LOCATION INDICATED, ALTHOUGH HE DOES CERTIFY THAT THEY ARE LOCATED AS ACCURATELY AS POSSIBLE FROM INFORMATION AVAILABLE. THE SURVEYOR HAS NOT PHYSICALLY LOCATED THE UNDERGROUND UTILITIES.

A REVIEW OF FLOOD INSURANCE RATE MAP NUMBER 12005C0363H FOR BAY COUNTY, FLORIDA, AND INCORPORATED AREAS, COMMUNITY PANEL NUMBER 12001 0363 H, EFFECTIVE DATE: JUNE 2, 2004, INDICATES THAT THE PROPERTY SHOWN HEREON IS WITHIN ZONE X.

BUCHANAN & HARPER, INC.
ENGINEERING • PLANNING • SURVEYING • LANDSCAPE ARCHITECTURE
CERTIFICATE OF AUTHORIZATION NUMBER: 2372
735 WEST 11TH STREET PANAMA CITY, FLORIDA 32401 TELEPHONE (850) 763-7427

THE UNDERSIGNED, N. TODD TINDELL, FLORIDA LAND SURVEYOR NO. 4450, HEREBY CERTIFIES THAT THE SURVEY AND/OR INFORMATION SHOWN HEREON CONFORMS TO THE STANDARDS OF PRACTICE FOR PROFESSIONAL SURVEYORS AND MAPPERS AS OUTLINED IN RULE 5-17, FLORIDA ADMINISTRATIVE CODE.

PLAT OF TOPOGRAPHIC SURVEY SCALE 1" = 100'

SURVEYED 10-28-21 DRAWN 11-5-21 IMPROVEMENTS VISIBLE AS SHOWN

REVISED _____

REVISED _____

REVISED _____

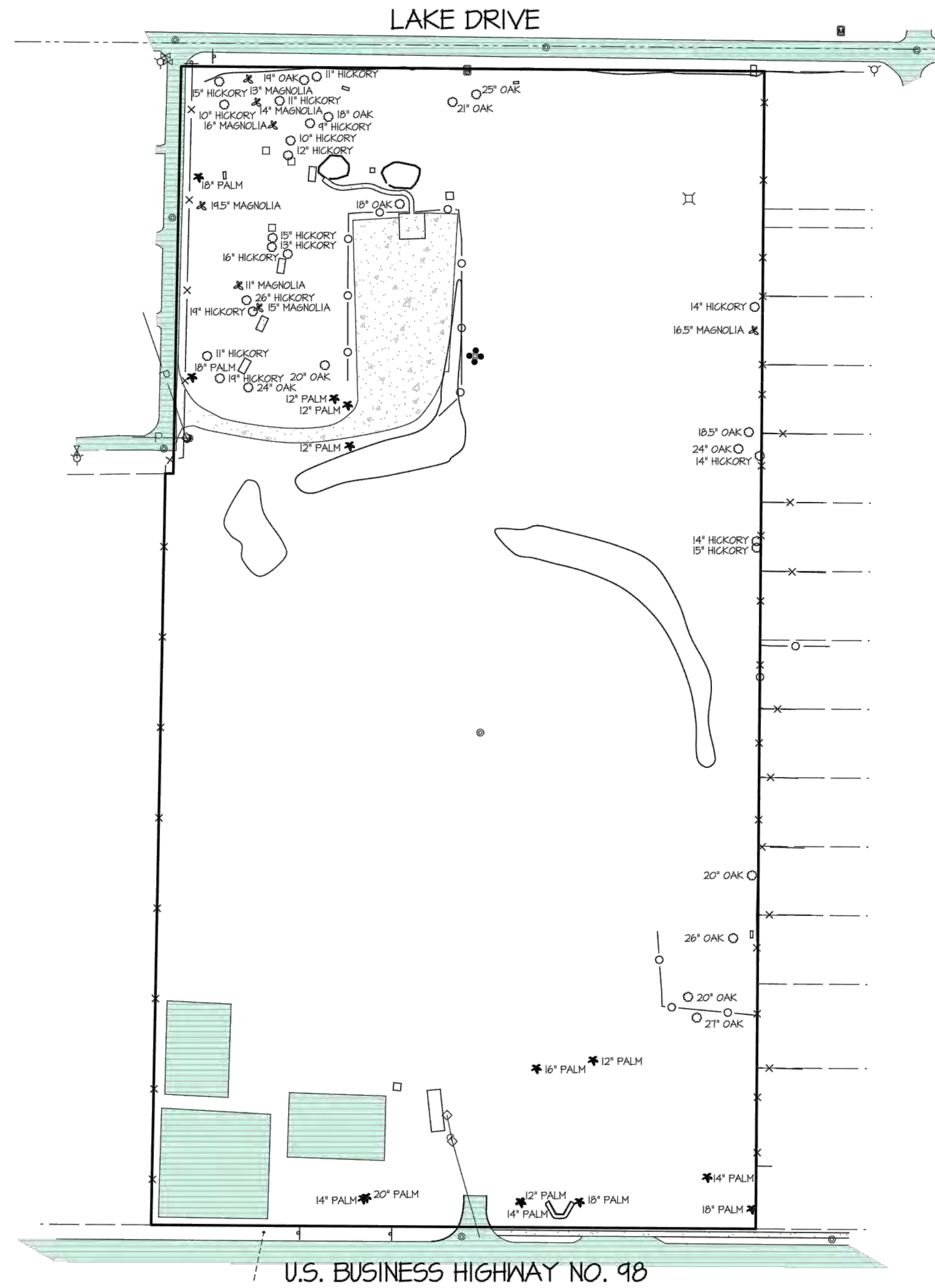
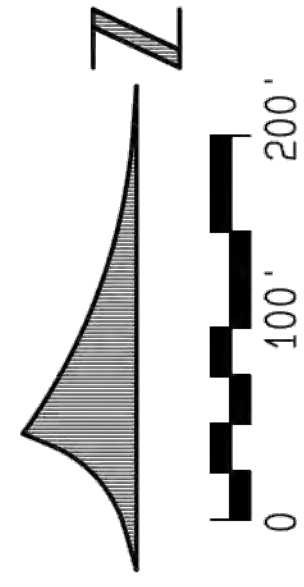
SOURCE OF INFORMATION OFFICIAL RECORDS OF BAY COUNTY, FLORIDA

BEARING REFERENCE _____

ELEVATION REFERENCE SEE NOTES

F.B. 1160 PA. 14 JOB NO. 12519.02 FILE NO. E 3121 SHEET NO. 2 OF 3

THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY THE TODD TINDELL PSM NO. 4450 ON DATE OF DIGITAL SIGNATURE.



THE SYMBOL USED TO SHOW TREE LOCATION IN NO WAY REPRESENTS TRUNK SIZE OR SPREAD OF LIMBS.

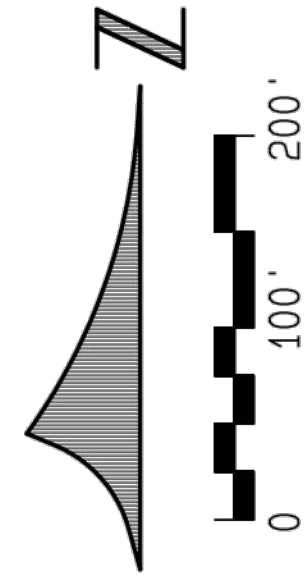
DETAIL OF TREES

BUCHANAN & HARPER, INC.
 ENGINEERING • PLANNING • SURVEYING • LANDSCAPE ARCHITECTURE
 CERTIFICATE OF AUTHORIZATION NUMBER: 2372
 735 WEST 11TH STREET — PANAMA CITY, FLORIDA 32401 — TELEPHONE (850) 763-7427

THE UNDERSIGNED, T. TODD TINDELL, FLORIDA LAND SURVEYOR NO. 4450, HEREBY CERTIFIES THAT THE SURVEY AND/OR INFORMATION SHOWN HEREON CONFORMS TO THE STANDARDS OF PRACTICE FOR PROFESSIONAL SURVEYORS AND MAPPERS AS OUTLINED IN RULE 5J-17, FLORIDA ADMINISTRATIVE CODE.

PLAT OF TREE SURVEY SCALE 1" = 100'
 SURVEYED 10-28-21 DRAWN 11-5-21 IMPROVEMENTS VISIBLE AS SHOWN
 REVISED _____
 REVISED _____
 REVISED _____
 SOURCE OF INFORMATION OFFICIAL RECORDS OF BAY COUNTY, FLORIDA
 BEARING REFERENCE _____
 ELEVATION REFERENCE _____
 F.B. 1160 PA. 14 JOB NO. 12519.02 FILE NO. E 2421 SHEET NO. 3 OF 3

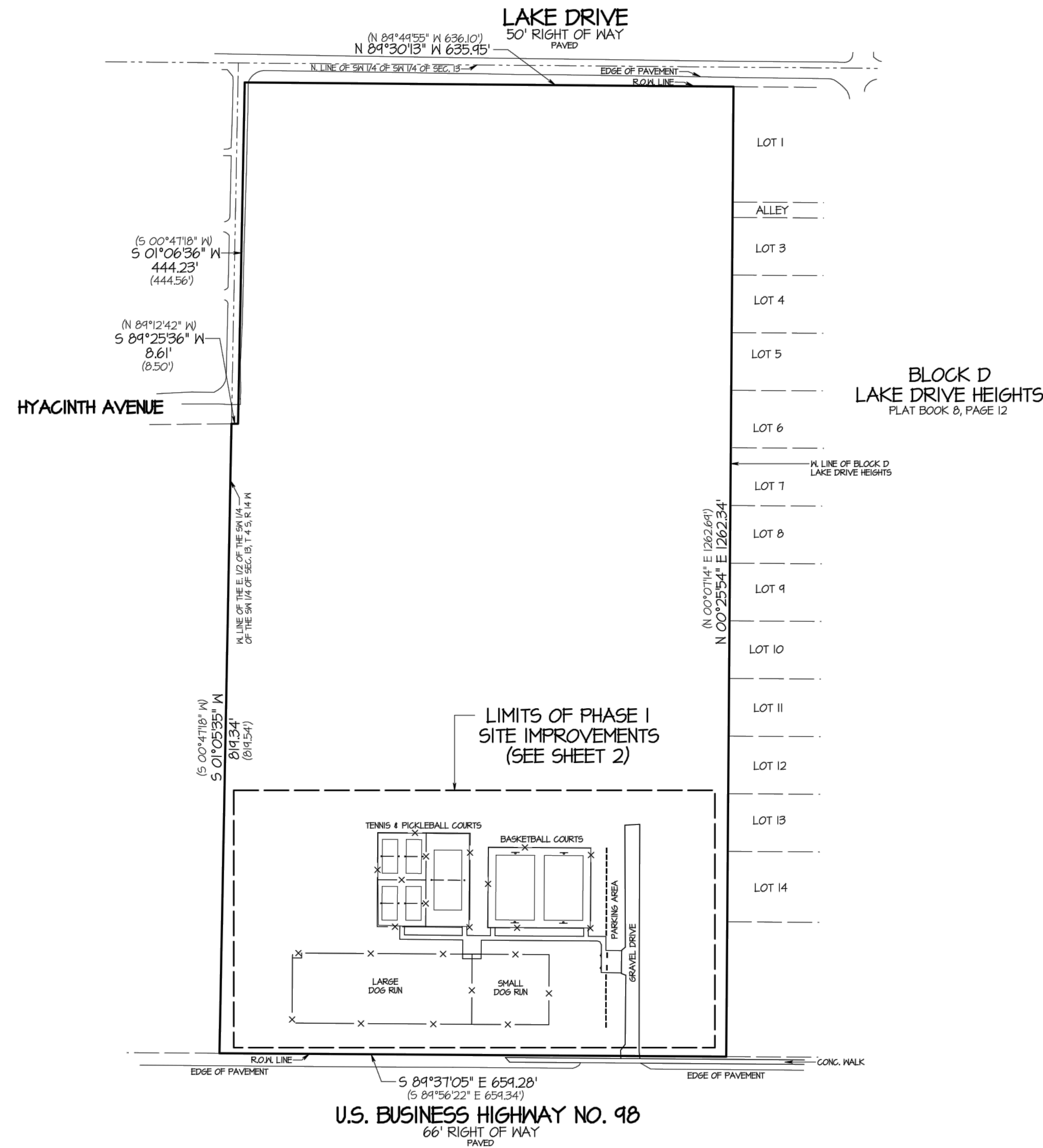
THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY THE TODD TINDELL PSM NO. 4450 ON DATE OF DIGITAL SIGNATURE.



FOR: BCL CIVIL CONTRACTORS, INC.

AS-BUILT SURVEY

PARKER SPORTS PARK COMPLEX PHASE I
SITE IMPROVEMENTS



SYMBOLS & ABBREVIATIONS

P.O.C.	POINT OF COMMENCEMENT
P.O.B.	POINT OF BEGINNING
N	NORTH
S	SOUTH
E	EAST
W	WEST
SEC.	SECTION
R	RANGE
T	TOWNSHIP OR TANGENT
R	RANGE
°	DEGREES
'	MINUTES OR FEET
"	SECONDS OR INCHES
FD.	FOUND
COR.	CORNER
LS	LAND SURVEYOR
LB	LAND SURVEYOR BUSINESS
NO.	NUMBER
I.D.	IDENTIFICATION
CONC.	CONCRETE
MON.	MONUMENT
R.O.W.	RIGHT OF WAY
±	MORE OR LESS
○	SEWER MANHOLE
●	BOLLARD
⋈	WATER VALVE
⋈	FIRE HYDRANT
⊞	WATER METER
⋈	SIGN POLE
◇	POWER POLE
⋈	GUY ANCHOR
—P—	AERIAL UTILITY LINE

LOCATIONS OF SUBSURFACE FOUNDATIONS HAVE NOT BEEN DETERMINED AND ARE NOT INDICATED HEREON.

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A REVIEW OF FLOOD INSURANCE RATE MAP NUMBER 12005G0369H FOR BAY COUNTY, FLORIDA, AND INCORPORATED AREAS, COMMUNITY PANEL NUMBER 120011 0369 H, EFFECTIVE DATE: JUNE 2, 2004, INDICATES THAT THE PROPERTY SHOWN HEREON IS WITHIN ZONE X.

BUCHANAN & HARPER, INC.
ENGINEERING • PLANNING • SURVEYING • LANDSCAPE ARCHITECTURE
735 WEST 11TH STREET — PANAMA CITY, FLORIDA 32401 — TELEPHONE (850) 763-7427

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PLAT OF AS-BUILT SURVEY SCALE 1" = 100'

SURVEYED 11-11-22 DRAWN 11-15-22 IMPROVEMENTS NEWLY CONSTRUCTED IMPROVEMENTS VISIBLE AS SHOWN

REVISED _____

REVISED _____

REVISED _____

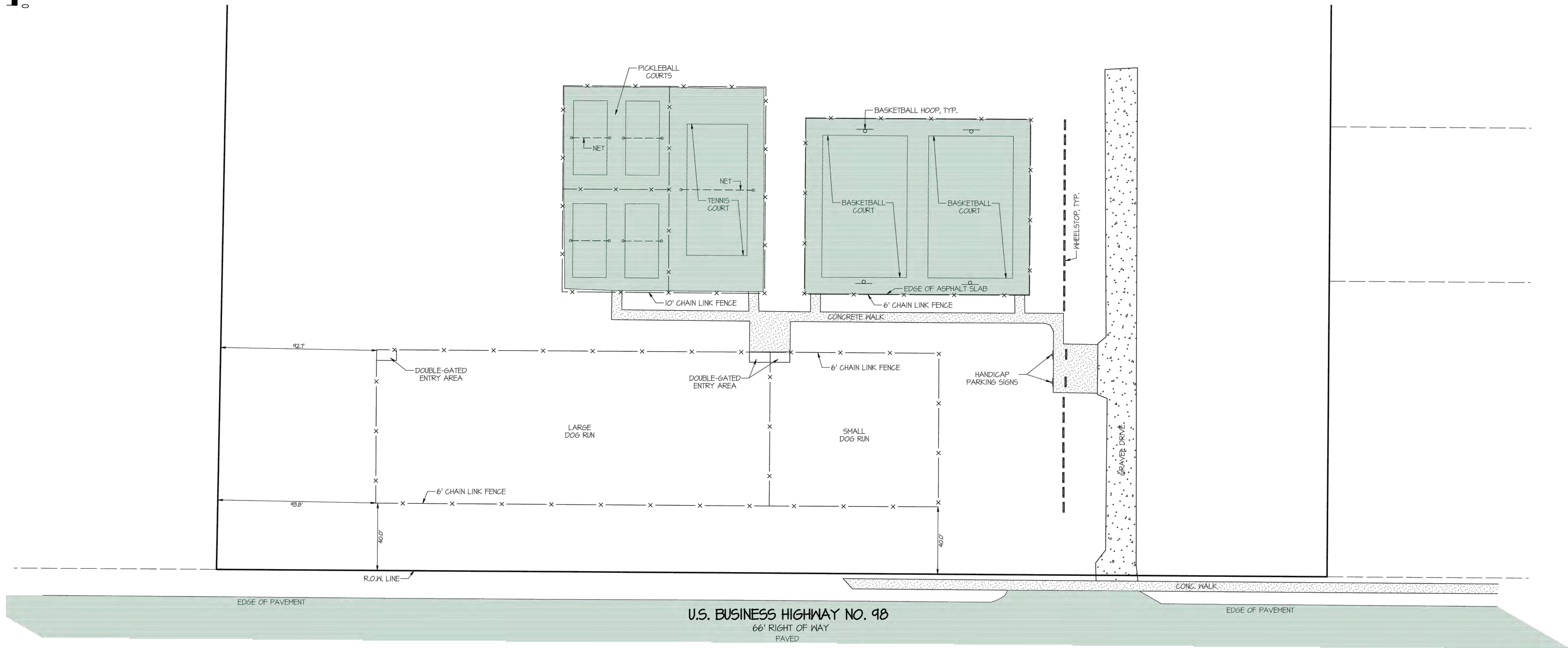
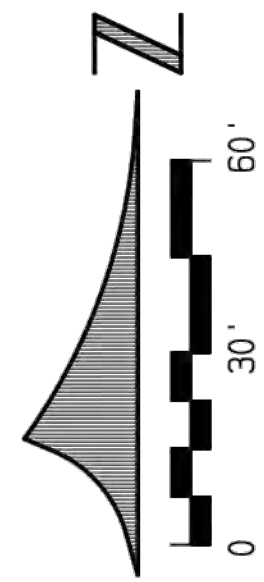
SOURCE OF INFORMATION CONSTRUCTION PLANS FOR PARKER SPORTS COMPLEX PHASE I SITE IMPROVEMENTS PREPARED BY ANCHOR CEI

BEARING REFERENCE SEE NOTES

ELEVATION REFERENCE _____

F.B. 1160 PA. 18 JOB NO. 1254204 FILE NO. E 4041 SHEET NO. 1 OF 2

THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY ME, TODD TINDELL, P.S.M. NO. 4450, ON DATE OF DIGITAL SIGNATURE.



BUCHANAN & HARPER, INC.	
ENGINEERING • PLANNING • SURVEYING • LANDSCAPE ARCHITECTURE	
735 WEST 11TH STREET — PANAMA CITY, FLORIDA 32401 — TELEPHONE (850) 763-7427	
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PLAT OF	AS-BUILT SURVEY
SURVEYED	11-11-22
REVISION	DRAWN 11-15-22 IMPROVEMENTS NEWLY CONSTRUCTED IMPROVEMENTS VISIBLE AS SHOWN
SOURCE OF INFORMATION	CONSTRUCTION PLANS FOR PARKER SPORTS COMPLEX PHASE I SITE IMPROVEMENTS PREPARED BY ANCHOR CEI
BEARING REFERENCE	SEE NOTES
ELEVATION REFERENCE	
F.B.	1160 PA 18 JOB NO. 12514201 FILE NO. E 4041 SHEET NO. 2 OF 2

THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY: PL TODD TINDELL, P.S.M. NO. 4450 ON DATE OF DIGITAL SIGNATURE.

STORMWATER POLLUTION PREVENTION NOTES

THESE PLANS HAVE BEEN PREPARED TO ASSIST THE CONTRACTOR IN OBTAINING COVERAGE UNDER THE FDEP GENERIC PERMIT FOR STORMWATER DISCHARGE FROM LARGE AND SMALL CONSTRUCTION ACTIVITIES. IT IS THE CONTRACTOR'S RESPONSIBILITY TO REVIEW THE PERMIT REQUIREMENTS AND MODIFY THESE PLANS AS NEEDED TO BE IN COMPLIANCE WITH THE PERMIT REQUIREMENTS.

SITE DESCRIPTION
A. SITE LOCATION
 THE SITE IS LOCATED AT 4731 E BUSINESS HIGHWAY 98, CITY OF PARKER, BAY COUNTY, FLORIDA SECTION 13, TOWNSHIP 4 SOUTH, RANGE 14 WEST
 LATITUDE: 30°23'27.0" N LONGITUDE: 85°40'41.1" W
B. SITE CONDITIONS & ACTIVITIES NARRATIVE
 THE EXISTING CONDITION OF THE SITE IS "VACANT LAND". DURING CONSTRUCTION THE SITE WILL BE CLEARED AND GRUBBED. THIS PROJECT WILL HAVE NO MAJOR EFFECT ON ANY ADJUTING PROPERTIES.

WETLANDS/BUFFERS
 NO WETLANDS OR BUFFERS ARE ASSOCIATED WITH THIS PROJECT.

SWPPP INTENT
 THE INTENT OF THIS SWPPP IS TO COMPLY WITH THE INTENT OF THE GENERIC PERMIT AND TO PREVENT THE RELEASE OF SOILS, TRASH, CHEMICALS, TOXINS AND OTHER POLLUTANTS, BY WATER, AIR, VEHICLE TRANSPORT OR OTHER MEANS THAT CAN IMPACT STORM WATER QUALITY. THE CONTRACTOR SHALL OBTAIN A COPY OF THE GENERIC PERMIT AND RETAIN ON-SITE FOR FUTURE REFERENCE. THE CONTRACTOR SHALL READ AND UNDERSTAND THE PERMIT, AND ENSURE THAT THE BMPs ARE INSTALLED AND THE EXECUTION OF THE WORK IS PERFORMED TO MEET THE INTENT OF THE GENERIC PERMIT AND THE SWPPP.

POTENTIAL SOURCES OF POLLUTION
 THE POTENTIAL SOURCES OF POLLUTION THAT MAY REASONABLY BE EXPECTED TO AFFECT THE QUALITY OF STORM WATER DISCHARGE ASSOCIATED WITH CONSTRUCTION ACTIVITY INCLUDE: SEDIMENT, PESTICIDES, FERTILIZER, PLASTER, CLEANING SOLVENTS, ASPHALT, CONCRETE, GLUE, ADHESIVES, PAINTS, CURING COMPOUNDS, WOOD PRESERVATIVES, HYDRAULIC OIL FLUIDS, GASOLINE, DIESEL FUEL AND KEROSENE.

SEQUENCE OF CONSTRUCTION
 THE SEQUENCE OF CONSTRUCTION HAS BEEN DEVELOPED AS A GUIDE FOR THE CONTRACTOR. THE CONTRACTOR SHALL SEQUENCE THE CONSTRUCTION AS NEEDED BASED ON BEST MEANS AND METHODS IN ORDER TO BE IN COMPLIANCE WITH STATE AND LOCAL REQUIREMENTS. THE INSTALLATION OR REMOVAL OF BMPs, EARTH DISTURBANCE, GRADING, TEMPORARY STABILIZATION AND PERMANENT STABILIZATION SHALL BE IMMEDIATELY NOTED IN THE SWPPP IMPLEMENTATION LOG. ALL TEMPORARY BMPs SHALL BE REPAIRED AND MAINTAINED UNTIL STABILIZATION HAS OCCURRED AND THERE IS NO RISK OF DISCHARGE. TEMPORARILY SEED, IMMEDIATELY AND THROUGHOUT CONSTRUCTION, DENUDED AREAS THAT WILL BE INACTIVE FOR 7 DAYS OR MORE. PERMANENTLY STABILIZE AREAS TO BE VEGETATED AS THEY ARE BROUGHT TO FINAL GRADE.

- POST A COPY OF THE NOI OR LETTER FROM FDEP CONFIRMING COVERAGE UNDER THE GENERIC PERMIT, AND THE NAME AND PHONE NUMBER OF THE CONTRACTOR'S REPRESENTATIVE RESPONSIBLE FOR EROSION AND SEDIMENTATION CONTROL INSTALLATION AND MAINTENANCE ON A 24 HOUR BASIS.
- INSTALL PERMETER CONTROLS IMMEDIATELY DOWNSTREAM OF THE PLANNED LOCATION OF THE CONSTRUCTION EXIT.
- INSTALL STABILIZATION BARRIERS IMMEDIATELY UPSTREAM OF THE CONSTRUCTION EXIT.
- INSTALL PERMETER CONTROLS. THE CONTRACTOR SHALL INSTALL THE REMAINING BMPs AS SHOWN AND AS REQUIRED TO MEET PERMIT REQUIREMENTS. SOME BMP INSTALLATIONS MAY NOT BE POSSIBLE AT THE BEGINNING OF THE PROJECT BUT MUST BE INSTALLED AS SOON AS POSSIBLE TO ENSURE COMPLIANCE.
- INSTALL TEMPORARY STAGING AND STORAGE AREAS.
- CONSTRUCT AND STABILIZE THE SEDIMENT BASINS AND SEDIMENT TRAPS WITH APPROPRIATE OUTFALL STRUCTURES, IF REQUIRED.
- CONSTRUCT AND STABILIZE HYDRAULIC CONTROLS (DITCHES, SWALES, DICES, CHECK DAMS, ETC.), IF REQUIRED.
- BEGIN DEMOLITION, CLEARING AND GRUBBING OPERATIONS AS APPLICABLE.
- BEGIN CONSTRUCTION OF SITE IMPROVEMENTS.
- PAVE SITE AND STABILIZE PER PLAN.
- REMOVE ALL TEMPORARY EROSION AND SEDIMENT CONTROL DEVICES AFTER SITE HAS ACHIEVED FINAL STABILIZATION.
- SUBMIT NOTICE OF TERMINATION (NOT) ONCE ALL CONSTRUCTION IS COMPLETE AND ALL AREAS ARE STABILIZED PER PLAN.

GENERAL NOTES
 A. IT IS THE CONTRACTOR'S RESPONSIBILITY TO FILE "NOTICE OF INTENT TO USE GENERIC PERMIT FOR STORMWATER DISCHARGE FROM CONSTRUCTION ACTIVITIES" (DEP FORM 62-621.300(4)) OR LATEST VERSION TO FDEP TO THE FOLLOWING ADDRESS OR THROUGH THE FDEP ON-LINE SYSTEM AT LEAST TWO (2) DAYS BEFORE COMMENCEMENT OF CONSTRUCTION:
 NPDES STORMWATER NOTICES CENTER, MS #2510 FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION, 2600 BLAIR STONE ROAD, TALLAHASSEE, FLORIDA 32399-2400

THE CONTRACTOR SHALL SUBMIT A NOTICE OF TERMINATION (NOT) WITHIN 14 CALENDAR DAYS AFTER THE SITE HAS ACHIEVED FINAL STABILIZATION (I.E. ALL DISTURBED SOILS AT THE SITE HAVE BEEN FINAL STABILIZED, TEMPORARY BMPs HAVE BEEN REMOVED, AND STORMWATER DISCHARGES ASSOCIATED WITH CONSTRUCTION ACTIVITY FROM THE SITE AUTHORIZED BY THE PERMIT HAVE BEEN ELIMINATED).
 AN ENVIRONMENTAL RESOURCE PERMIT IS REQUIRED FOR THE PROJECT. CONTRACTOR SHALL PROVIDE THE PERMIT INFORMATION ON THE NOI APPLICATION.

MS4 OPERATOR NAME (IF ANY):
 THE CONTRACTOR SHALL PROVIDE A COPY OF THE NOI AND SUBSEQUENT NOT OR THE ACKNOWLEDGEMENT LETTERS FOR THE NOI OR NOT TO THE MS4 WITHIN 7 DAYS OF RECEIPT. THE CONTRACTOR SHALL ALSO COORDINATE WITH THE MS4 TO ENSURE THAT ALL SPECIFIC REQUIREMENTS ARE MET.

B. WHERE PRACTICAL, STORMWATER SHALL BE CONVEYED BY SWALES. SWALES SHALL BE CONSTRUCTED AS SHOWN ON PLANS.

C. EROSION CONTROL MEASURES SHALL BE EMPLOYED TO MINIMIZE TURBIDITY OF SURFACE WATERS LOCATED DOWNSTREAM OF ANY CONSTRUCTION ACTIVITY. WHILE THE VARIOUS MEASURES REQUIRED WILL BE SITE SPECIFIC, THEY SHALL BE EMPLOYED AS NEEDED IN ACCORDANCE WITH THE FOLLOWING:

- IN GENERAL, EROSION SHALL BE CONTROLLED AT THE FURTHEST PRACTICAL UPSTREAM LOCATION.
- NEW AND EXISTING STORMWATER INLETS AND OUTFALL STRUCTURES SHALL BE PROTECTED DURING CONSTRUCTION. PROTECTION MEASURES SHALL BE EMPLOYED IMMEDIATELY AS REQUIRED DURING THE OUTFALL STAGES OF CONSTRUCTION.
- PERMETER EROSION CONTROL DEVICES SHALL REMAIN IN PLACE UNTIL FINAL SITE STABILIZATION HAS BEEN ESTABLISHED.

D. CLEARING AND GRUBBING OPERATIONS SHALL BE CONTROLLED SO AS TO MINIMIZE UNPROTECTED ERODIBLE AREAS EXPOSED TO WEATHER. GENERAL EROSION CONTROL BMPs SHALL BE EMPLOYED TO MINIMIZE SOIL EROSION AND OFF-SITE SEDIMENTATION. WHILE THE VARIOUS TECHNIQUES REQUIRED WILL BE SITE AND PLAN SPECIFIC, THEY SHOULD BE EMPLOYED PRIOR TO ANY CONSTRUCTION ACTIVITY.

E. THE CONTRACTOR SHALL FURNISH, INSTALL PER THE SEQUENCE OF CONSTRUCTION, MAINTAIN AND SUBSEQUENTLY REMOVE, ALL NECESSARY TEMPORARY BMPs. THE CONTRACTOR WILL FURNISH AND INSTALL ALL NECESSARY PERMANENT BMPs.

F. THE CONTRACTOR SHALL ADJUST, ADD OR MODIFY BMPs AS NECESSARY TO COMPLY WITH THE INTENT OF THE GENERIC NPDES PERMIT AND THE SWPPP FOR NO ADDITIONAL COMPENSATION. THE CONTRACTOR SHALL CONSULT WITH THE ENGINEER PRIOR TO ADJUSTING, ADDING OR MODIFYING BMPs THAT AFFECT THE HYDRAULICS OF THE SITE OR BEFORE ADDING BMPs NOT DETAILED IN THE SWPPP.

G. THE CONTRACTOR IS ADVISED THAT THE CONTRACT DRAWINGS ONLY INDICATE EROSION, SEDIMENT, AND TURBIDITY CONTROLS AT LOCATIONS DETERMINED IN THE DESIGN PROCESS. HOWEVER, THE CONTRACTOR IS REQUIRED TO PROVIDE ANY ADDITIONAL CONTROLS NECESSARY TO PREVENT THE POSSIBILITY OF SILTING ANY ADJACENT LOWLAND PARCEL OR RECEIVING WATER.

H. EROSION AND SEDIMENT CONTROL MEASURES ARE TO BE PLACED PRIOR TO, OR AS THE FIRST STEP IN CONSTRUCTION. THE CONTRACTOR IS RESPONSIBLE FOR COMPLYING WITH ALL EROSION CONTROL MEASURES SHOWN ON THE PLANS. THE EROSION CONTROL SYSTEM DESCRIBED WITHIN THE CONSTRUCTION DOCUMENTS SHOULD BE CONSIDERED TO REPRESENT THE MINIMUM ACCEPTABLE STANDARDS FOR THIS PROJECT. ADDITIONAL EROSION CONTROL MEASURES MAY BE REQUIRED DEPENDENT UPON THE STAGE OF CONSTRUCTION, THE SEVERITY OF THE RAINFALL EVENT AND/OR AS DEMAILED NECESSARY AS A RESULT OF ON-SITE INSPECTIONS BY THE OWNER, THEIR REPRESENTATIVES, OR THE APPLICABLE JURISDICTIONAL AUTHORITIES. THESE ADDITIONAL MEASURES IF NEEDED SHALL BE INSTALLED AT NO ADDITIONAL COST TO THE OWNER. IT SHOULD BE NOTED THAT THE MEASURES IDENTIFIED ON THIS PLAN ARE ONLY SUGGESTED BEST MANAGEMENT PRACTICES (BMPs). THE CONTRACTOR SHALL PROVIDE POLLUTION PREVENTION AND EROSION CONTROL MEASURES AS SPECIFIED IN FOOT NOTES #100 THROUGH #102 AND AS NECESSARY FOR EACH SPECIFIC APPLICATION. IT IS THE CONTRACTOR'S ULTIMATE RESPONSIBILITY TO ASSURE THAT THE STORMWATER DISCHARGE FROM THE SITE DOES NOT EXCEED THE TOLERANCES ESTABLISHED BY ANY OF THE APPLICABLE JURISDICTIONAL AUTHORITIES.

I. THE CONTRACTOR SHALL KEEP THE SWPPP CURRENT AT ALL TIMES. THE CONTRACTOR SHALL SIGN AND DATE ANY CHANGES TO THE SWPPP AND KEEP THEM AS ATTACHMENTS TO THE ORIGINAL PLAN. WHENEVER ANY OF THE FOLLOWING EVENTS OCCUR, THE CONTRACTOR SHALL UPDATE THE SWPPP WITHIN 7 DAYS:

- THERE IS A CHANGE IN DESIGN, CONSTRUCTION OPERATION OR MAINTENANCE THAT HAS A SIGNIFICANT EFFECT ON THE DISCHARGE FROM THE PROJECT.
- THERE IS A NEW DISCHARGE POINT OR OUTFALL.
- THERE IS A CHANGE IN THE LOCATION OR A DISCHARGE POINT OF OUTFALL.
- AN INSPECTION REVEALS THAT BMPs ARE INEFFECTIVE AT ELIMINATING OR MINIMIZING POLLUTANTS IN THE STORMWATER DISCHARGED FROM THE SITE.
- THERE IS A NEW SUBCONTRACTOR IMPLEMENTING ANY PORTION OF THE SWPPP.
- A RELEASE CONTAINING A HAZARDOUS SUBSTANCE IN AN AMOUNT EQUAL TO OR GREATER THAN A REPORTABLE QUANTITY OCCURS DURING A 24-HOUR PERIOD.

J. THE CONTRACTOR SHALL ENSURE THAT THE CONTRACTOR AND ALL SUBCONTRACTORS RESPONSIBLE FOR IMPLEMENTING SWPPP CONTROL MEASURES FILL OUT THE CONTRACTOR/SUBCONTRACTOR CERTIFICATION TABLE INCLUDED IN THIS SWPPP.

K. THE CONTRACTOR SHALL COMPLETE THE CONSTRUCTION SEQUENCE TABLE INCLUDING IN THIS SWPPP PRIOR TO PROCEEDING WITH THE INSTALLATION OF BMPs AND PRIOR TO GROUND DISTURBING ACTIVITIES. THE CONTRACTOR SHALL COMPLETE THE TABLE WITH ANTICIPATED DATES IN WHICH THE BMP WILL BE UTILIZED OR THE ACTIVITY WILL OCCUR.

TURBIDITY

A. TURBIDITY REDUCTION TO NO MORE THAN 29 NTUS ABOVE BACKGROUND LEVEL PRIOR TO DISCHARGE OFF SITE.

B. CONTRACTOR TO FILE FOR A FDEP NOTICE OF INTENT (NOI) WITHIN 14 DAYS OF CONSTRUCTION COMPLETION.

STABILIZATION

A. SUBSTANTIATION MEASURES SHALL BE INITIATED IMMEDIATELY IN PORTIONS OF THE SITE WHERE CONSTRUCTION ACTIVITIES HAVE TEMPORARILY OR PERMANENTLY CEASED AND WILL REMAIN UNDISTURBED FOR 7 DAYS OR MORE. STABILIZE BY COVERING WITH ADEQUATE AMOUNTS OF MULCH OVER SEED AND PERIODICALLY WATER TO PROMOTE AND MAINTAIN GROWTH OF THE TEMPORARY GRASSCOVER, OR BY THE USE OF AN APPROPRIATE ALTERNATIVE BMP.

B. PERMANENT SOIL EROSION CONTROL MEASURES FOR ALL SLOPES, CHANNELS, DITCHES OR ANY DISTURBED LAND AREAS SHALL BE COMPLETED IMMEDIATELY AFTER FINISH GRADING. WHEN IT IS NOT POSSIBLE TO PERMANENTLY PROTECT A DISTURBED AREA IMMEDIATELY AFTER GRADING OPERATIONS, TEMPORARY EROSION CONTROL MEASURES SHALL BE INSTALLED. ALL TEMPORARY PROTECTION SHALL BE MAINTAINED UNTIL PERMANENT MEASURES ARE IN PLACE AND ESTABLISHED.

C. ALL GRASS SLOPES CONSTRUCTED STEEPER THAN 4H:1V SHALL BE SOODED IMMEDIATELY AFTER FINAL GRADE IS ESTABLISHED.

DUST CONTROL
A. BARE EARTH AREAS SHALL BE WATERED DURING CONSTRUCTION AS NECESSARY TO MINIMIZE THE TRANSPORT OF FUGITIVE DUST. IN NO CASE SHALL FUGITIVE DUST BE ALLOWED TO LEAVE THE SITE UNDER CONSTRUCTION.

B. AS REQUIRED AFTER COMPLETION OF CONSTRUCTION, BARE EARTH AREAS SHALL BE VEGETATED.

AT ANY TIME BOTH DURING AND AFTER SITE CONSTRUCTION THAT WATERING AND/OR VEGETATION ARE NOT EFFECTIVE IN CONTROLLING WIND EROSION AND/OR TRANSPORT OF FUGITIVE DUST, OTHER METHODS AS ARE NECESSARY FOR SUCH CONTROL SHALL BE EMPLOYED. THESE METHODS MAY INCLUDE ERECTION OF DUST CONTROL FENCES.

WASTE MANAGEMENT
A. THE CONTRACTOR SHALL ENSURE THAT ALL WASTE AND DEBRIS ARE MANAGED DAILY SUCH THAT THEY WILL NOT IMPACT STORMWATER OR LEAVE THE PERMITTED AREA, AND DISPOSED OF PROPERLY IN ACCORDANCE WITH APPLICABLE STATE, LOCAL AND FEDERAL REGULATIONS.

B. THE CONTRACTOR SHALL ENSURE THAT ALL CHEMICALS, OILS, FUELS, HAZARDOUS WASTE, UNIVERSAL WASTE AND TOXIC SUBSTANCES ARE PROPERLY MANAGED AND DISPOSED OF IN ACCORDANCE WITH APPLICABLE STATE, LOCAL AND FEDERAL REGULATIONS. THE CONTRACTOR SHALL ENSURE THAT NO ISCHARGED FROM THE SITE, AND DOES NOT IMPACT STORMWATER OR GROUNDWATER.

C. THE CONTRACTOR SHALL PROVIDE APPROPRIATE AND ADEQUATE WASHOUT FACILITIES TO ENSURE THAT CHEMICALS AND WASTE IS NOT DISCHARGED FROM THE SITE, AND DO NOT IMPACT STORMWATER OR GROUNDWATER. (E.G. CONCRETE/MASONRY WASHOUT, PAINT WASHOUT, OIL/PAINT WASHOUT, ETC.) THE CONTRACTOR SHALL CLEAN UP SPILLS PROMPTLY AND ENSURE THAT WASHOUT AREAS ARE PROPERLY MAINTAINED TO PROVIDE ADEQUATE VOLUME TO PREVENT OVERFLOW.

D. THE CONTRACTOR SHALL PROVIDE ADEQUATE SANITARY FACILITIES FOR SITE PERSONNEL, MAINTAIN THROUGHOUT CONSTRUCTION, AND PROVIDE FOR PROPER DISPOSAL IN ACCORDANCE WITH APPLICABLE STATE, LOCAL AND FEDERAL REGULATIONS. SANITARY FACILITIES SHALL BE PROPERLY SECURED TO PREVENT TIPPING.

E. A SPILL CONTROL AND CONTAINMENT KIT (CONTAINING FOR EXAMPLE, ABSORBENT MATERIAL SUCH AS KITTY LITTER OR SAWDUST, ACID, BASE, NEUTRALIZING AGENT, BROOMS, DUST PANS, MOPS, RAGS, GLOVES, GOGGLES, PLASTIC AND METAL TRASH CONTAINERS, ETC.) SHALL BE PROVIDED AT THE CONSTRUCTION SITE AND ITS LOCATION(S) SHALL BE IDENTIFIED WITH LEGIBLE SIGNAGE SHOWN ON THE SITE MAPS.

F. THE SPILL CONTROL AND CONTAINMENT KIT SHALL BE OF SUFFICIENT QUANTITIES AND APPROPRIATE CONTENT TO CONTAIN A SPILL FROM THE LARGEST ANTICIPATED PIECE OF EQUIPMENT AND FROM THE LARGEST ANTICIPATED QUANTITIES OF PRODUCTS STORED ON THE SITE AT ANY GIVEN TIME.

G. WHEN A SPILL OF REPORTABLE QUANTITIES IS DISCOVERED ON THE SITE, THE CONTRACTOR SHALL CLEAN UP ALL SPILLED MATERIALS AND DISPOSE OF IN ACCORDANCE WITH APPLICABLE LAWS AND REGULATIONS. THE CONTRACTOR SHALL NOTIFY THE APPROPRIATE AUTHORITIES IN ACCORDANCE WITH APPLICABLE LAWS AND REGULATIONS, THE OWNER AND PROJECT ENGINEER. THE CONTRACTOR SHALL RETAIN CLEANUP INFORMATION AS WELL AS DISPOSAL MANIFESTS WITH THEIR SWPPP.

MATERIALS MANAGEMENT, AND EQUIPMENT STAGING AND MAINTENANCE
A. EXCAVATED MATERIAL SHALL NOT BE DEPOSITED IN LOCATIONS WHERE IT COULD BE WASHED AWAY BY HIGH WATER OR STORM WATER RUNOFF. STOCKPILED MATERIAL SHALL BE COVERED OR ENCRUILED WITH SEDIMENT CONTAINMENT DEVICES.

B. HEAVY CONSTRUCTION EQUIPMENT PARKING AND MAINTENANCE AREAS SHALL BE DESIGNED TO PREVENT OIL, GREASE, AND LIQUIDS FROM ENTERING SITE DRAINAGE FEATURES INCLUDING STORMWATER COLLECTION AND TREATMENT SYSTEMS. CONTRACTORS SHALL PROVIDE BROAD DIKES OR SILT SCREENS AROUND, AND SEDIMENT Sumps WITHIN, SUCH AREAS AS REQUIRED TO PREVENT OIL, GREASE, LIQUIDS, OR OTHER CONTAMINANTS. CONTRACTOR SHALL HAVE AVAILABLE, AND SHALL USE, ABSORBENT FILTER PADS TO CLEAN UP SPILLS IMMEDIATELY AFTER ANY OCCURRENCE.

C. THE CONTRACTOR SHALL ENSURE THAT ALL TOXIC / HAZARDOUS SUBSTANCES AND CHEMICALS ARE PROPERLY STORED, OUT OF THE WEATHER, AND USED IN ACCORDANCE WITH MANUFACTURER'S RECOMMENDATIONS. THE CONTRACTOR SHALL ENSURE THAT THESE PRODUCTS ARE STORED AND USED IN SUCH A MANNER THAT WILL NOT NEGATIVELY IMPACT STORMWATER, GROUNDWATER OR PROTECTED SPECIES.

D. THE CONTRACTOR SHALL ENSURE THAT ALL MATERIALS, EQUIPMENT, DEBRIS, WASTE, TRAILERS, AND OTHER STORAGE RELATED ITEMS ARE CONTAINED WITHIN THE PERMITTED LIMITS OF DISTURBANCE. THE CONTRACTOR SHALL ENSURE THAT THE STORAGE AND USE OF SUCH ITEMS DOES NOT NEGATIVELY IMPACT STORMWATER OR GROUNDWATER.

OFF-SITE VEHICLE TRACKING
A. THE CONTRACTOR SHALL ENSURE THAT THE CONSTRUCTION EXIT IS USED BY ALL VEHICLES AND EQUIPMENT ENTERING OR LEAVING THE JOBSITE. THE CONTRACTOR SHALL MONITOR AND MAINTAIN THE CONSTRUCTION EXIT TO ENSURE THAT NO SOILS ARE TRACKED OFFSITE BY TIRES OR TRACKS, AND THAT NO SOILS ARE SPILLED BY TRUCKS OR EQUIPMENT LEAVING THE SITE. ALL TRACKED OR SPILLED SOILS SHALL BE SHOVED OR SWEEPED FROM THE ROADWAY AND RETURNED TO THE SITE. WATER SHALL NOT BE USED TO CLEAN THE SOILS FROM THE ROADWAY UNLESS THE WATER AND SOILS ARE RECOVERED BY THE USE OF A VACUUM TRUCK OR SIMILAR DEVICE.

FERTILIZERS, HERBICIDES AND PESTICIDES
A. THE CONTRACTOR SHALL ENSURE THAT ALL FERTILIZERS, HERBICIDES, PESTICIDES AND SIMILAR PRODUCTS ARE PROPERLY STORED, OUT OF THE WEATHER, AND APPLIED IN ACCORDANCE WITH MANUFACTURER'S RECOMMENDATIONS. THE CONTRACTOR SHALL ENSURE THAT THESE PRODUCTS ARE USED IN SUCH A MANNER THAT WILL NOT NEGATIVELY IMPACT STORMWATER, GROUNDWATER OR PROTECTED SPECIES.

B. NUTRIENTS SHALL BE APPLIED ONLY AT RATES NECESSARY TO ESTABLISH AND MAINTAIN VEGETATION.

INSPECTIONS AND MAINTENANCE
A. THE CONTRACTOR SHALL INSPECT BMPs (I.E. DISCHARGE LOCATIONS, CONSTRUCTION EXIT, PERMETER CONTROLS, INLET PROTECTION, STABILIZATION, EROSION CONTROL, DOCUMENTATION, WASTE DISPOSAL AREAS, MATERIAL STORAGE AREAS, ETC.) TO ENSURE THAT BMPs ARE NOT CAUSING OR CONTRIBUTING TO VIOLATIONS OF WATER QUALITY STANDARDS OR RESULTING IN OFF-SITE SEDIMENTATION. ENSURE THAT BMPs ARE INSTALLED, MAINTAINED AND OPERATING CORRECTLY AND EFFECTIVELY; ENSURE THAT BMPs ASSOCIATED WITH STORAGE AND WASTE DISPOSAL AREAS ARE BEING USED AND MAINTAINED PROPERLY; ENSURE THAT THE CONSTRUCTION EXIT IS FUNCTIONING PROPERLY TO PREVENT OFF-SITE TRACKING OF SEDIMENT; ENSURE THAT EROSION PREVENTION MEASURES ARE MAINTAINED TO PREVENT VISIBLE EROSION OF DISTURBED AREAS AND SEDIMENTATION AT THE DISCHARGE POINTS; AND DETERMINE IF CONSTRUCTION ACTIVITIES HAVE ALTERED THE EFFECTIVENESS OF BMPs. INSPECTIONS MUST BE COMPLETED AT LEAST ONCE EVERY SEVEN (7) CALENDAR DAYS, AND WITHIN 24 HOURS AFTER A RAINFALL OF 0.50 INCHES OR GREATER EVEN IF IT RAINS ON THE WEEKEND OR A HOLIDAY.

B. THE CONTRACTOR SHALL REPORT ALL INSPECTION FINDINGS AND CORRECTIVE ACTIONS TAKEN AS A RESULT OF THE INSPECTION USING THE STORMWATER POLLUTION PREVENTION PLAN INSPECTION REPORT FORM PROVIDED BY FDEP OR AN EQUIVALENT FORM. INSPECTION REPORTS SHALL BE REVIEWED BY THE INSPECTOR AND A RESPONSIBLE AUTHORITY AS DEFINED BY THE PERMIT. INSPECTION REPORTS SHALL BE MAINTAINED WITH THE SWPPP. THE INSPECTOR MUST BE A QUALIFIED EROSION AND SEDIMENT CONTROL INSPECTOR AS DEFINED BY THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION.

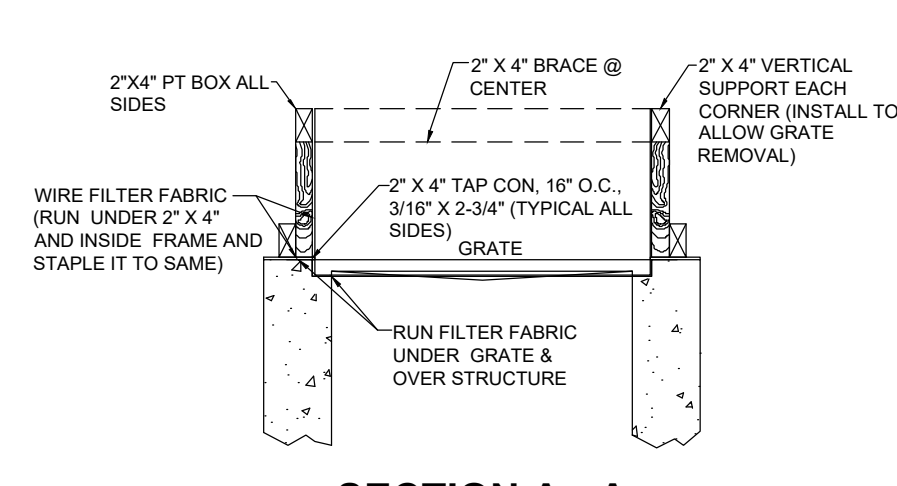
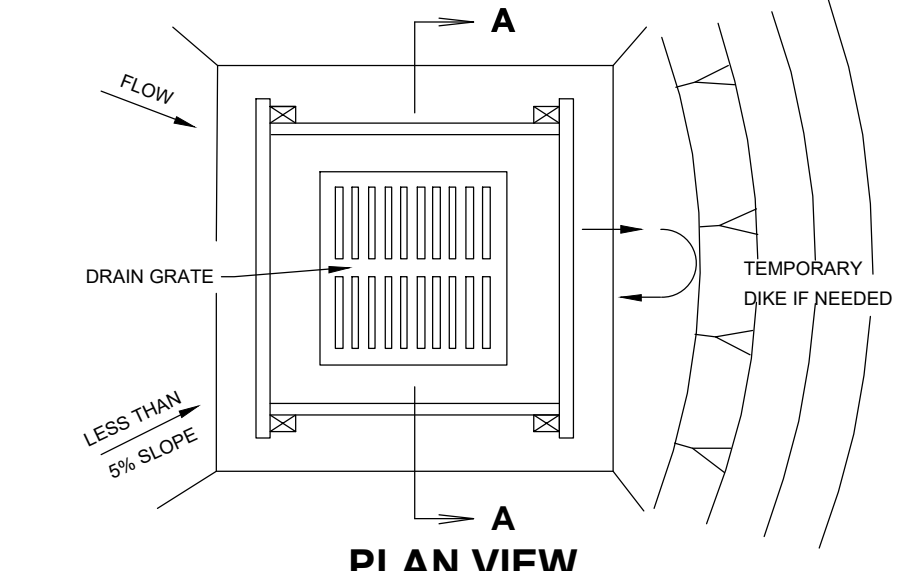
C. ANY MAINTENANCE, REPAIR AND NECESSARY REVISIONS TO BMP ITEMS SHALL BE ADDRESSED IN A TIMELY MANNER, BUT IN NO CASE LATER THAN 7 CALENDAR DAYS FOLLOWING THE INSPECTION OR IDENTIFICATION OF THE ISSUE. UNLESS OTHERWISE SPECIFIED, ACCUMULATED SEDIMENTS SHOULD BE REMOVED BEFORE THEY REACH ONE-HALF OF THE CAPACITY OF THE CONTROL DEVICE.

ALLOWABLE NON-STORMWATER DISCHARGES
 THE GENERIC PERMIT FOR STORMWATER DISCHARGES ASSOCIATED WITH CONSTRUCTION ACTIVITIES PROHIBIT MOST NON-STORMWATER DISCHARGES DURING THE CONSTRUCTION PHASE. CERTAIN DISCHARGES ARE ALLOWED BY THE PERMIT, PROVIDED APPROPRIATE BMPs ARE UTILIZED AND THE DISCHARGE DOES NOT CAUSE OR CONTRIBUTE TO A VIOLATION OF WATER QUALITY STANDARDS. ALLOWABLE NON-STORMWATER DISCHARGES THAT OCCUR DURING CONSTRUCTION ON THIS PROJECT PER PART 3.2 OF THE GENERIC PERMIT ARE:

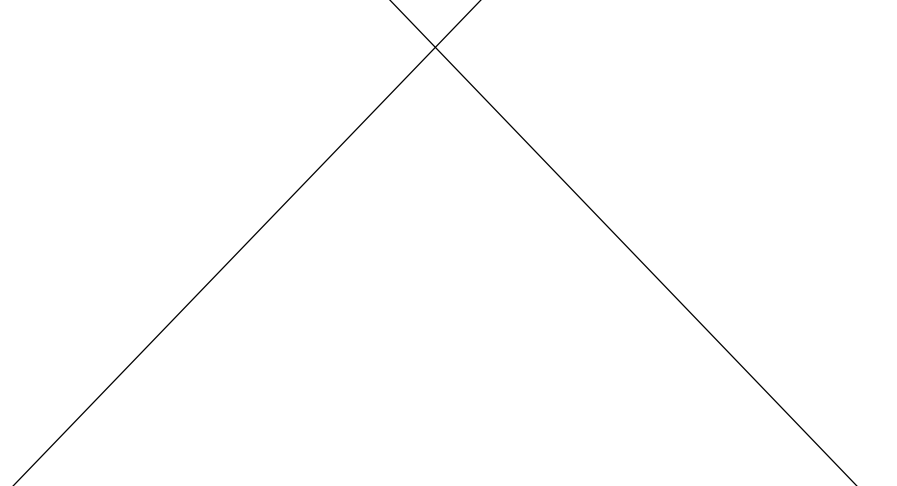
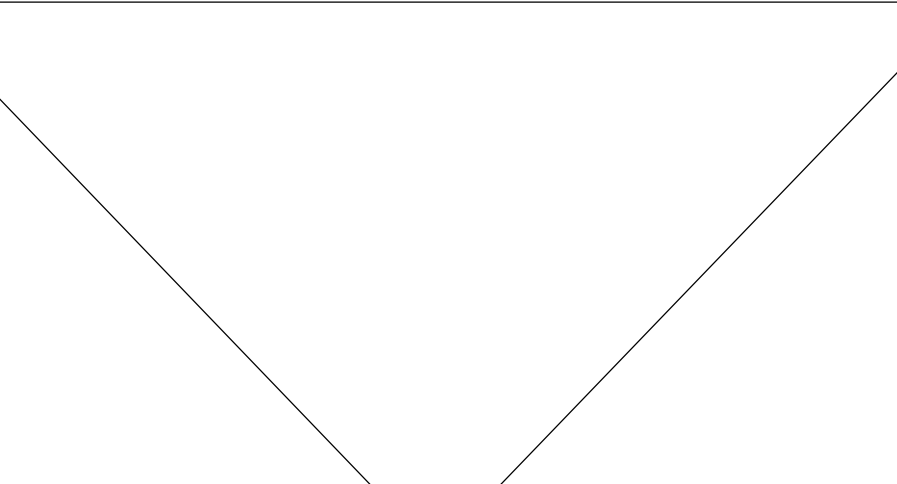
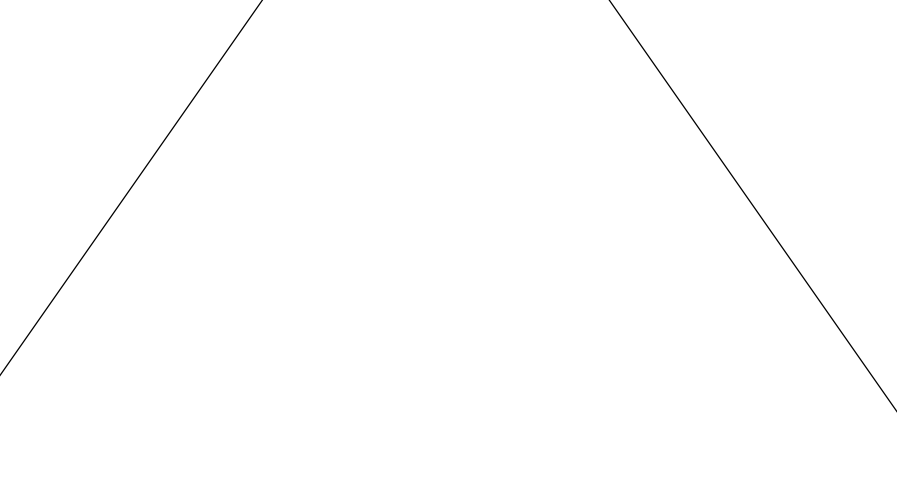
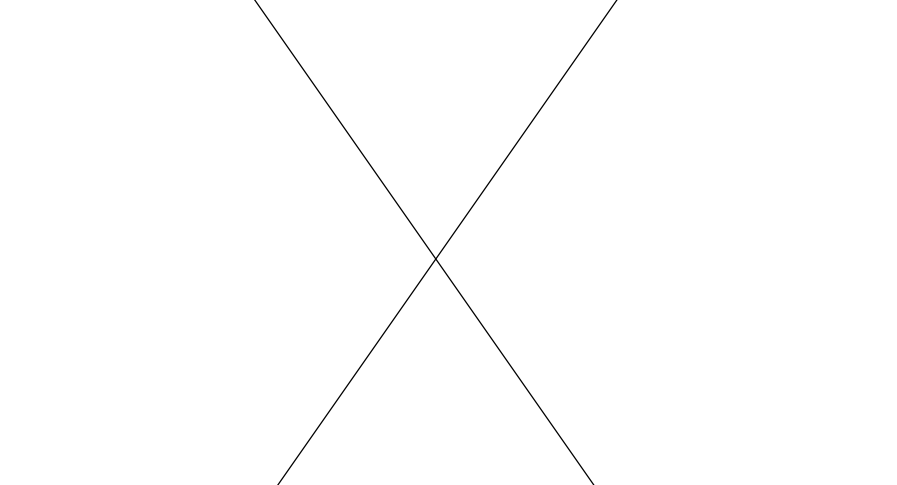
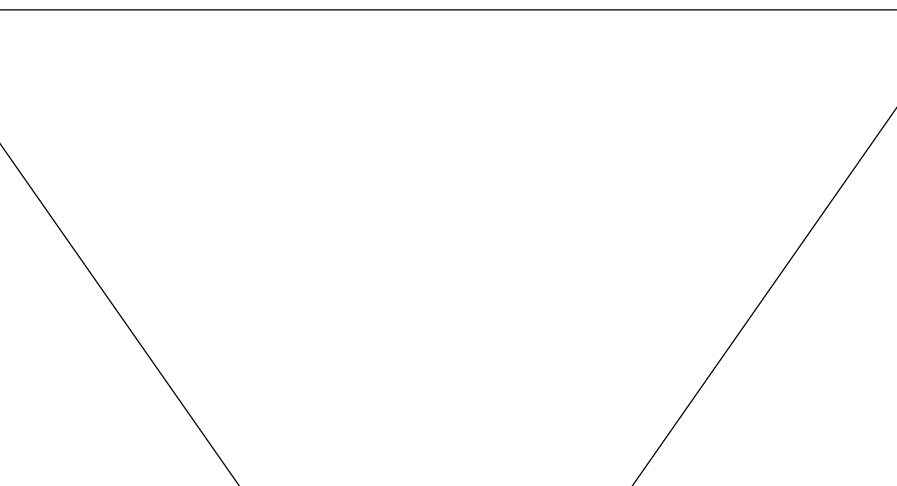
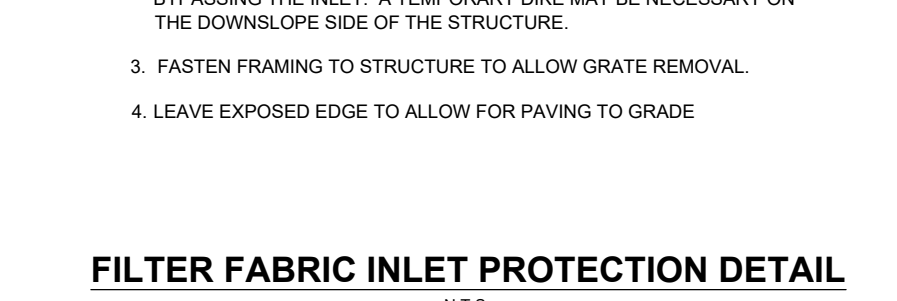
FIRE HYDRANT FLUSHINGS.
 WATERS WITHOUT DETERGENTS USED TO SPRAY OFF LOOSE SOLIDS FROM VEHICLES.
 WATERS USED TO CONTROL DUST.

LANDSCAPE IRRIGATION AND DRAINAGE.
 ROUTINE EXTERNAL BUILDING WASHDOWN PROVIDED NO DETERGENTS ARE USED.
 PAVEMENT WASHWATERS THAT DO NOT CONTAIN DETERGENTS, LEAKS, SPILLS OF TOXIC OR HAZARDOUS MATERIALS.
 AIR CONDITIONING CONDENSATE.

SPRING WATER.
 FOUNDATION OR FOOTING DRAIN FLOWS THAT ARE NOT CONTAMINATED WITH PROCESS MATERIAL SUCH AS SOLVENTS.
 NONCONTAMINATED GROUND WATER APPLIED WITH DEWATERING ACTIVITIES AS DESCRIBED IN PART 3.4 OF THE GENERIC PERMIT.



- NOTES:**
- DROP INLET SEDIMENT BARRIERS ARE TO BE USED FOR SMALL, NEARLY LEVEL DRAINAGE AREAS. (LESS THAN 5%).
 - THE TOP OF THE FRAME (PONDING HEIGHT) MUST BE WELL BELOW THE GROUND ELEVATION DOWN SLOPE TO PREVENT RUNOFF FROM BYPASSING THE INLET. A TEMPORARY DIKE MAY BE NECESSARY ON THE DOWN-SLOPE SIDE OF THE STRUCTURE.
 - FASTEN FRAMING TO STRUCTURE TO ALLOW GRADE REMOVAL.
 - LEAVE EXPOSED EDGE TO ALLOW FOR PAVING TO GRADE.



CONTRACTOR / SUBCONTRACTOR CERTIFICATION TABLE

THIS SWPPP MUST CLEARLY IDENTIFY, FOR EACH MEASURE IDENTIFIED WITHIN THE SWPPP, THE CONTRACTOR(S) OR SUBCONTRACTOR(S) WHO WILL IMPLEMENT EACH MEASURE. ALL CONTRACTOR(S) AND SUBCONTRACTOR(S) IDENTIFIED IN THE SWPPP MUST SIGN THE FOLLOWING CERTIFICATION.

* I CERTIFY UNDER PENALTY OF LAW THAT I UNDERSTAND, AND SHALL COMPLY WITH, THE TERMS AND CONDITIONS OF THE STATE OF FLORIDA GENERIC PERMIT FOR STORMWATER DISCHARGE FROM LARGE AND SMALL CONSTRUCTION ACTIVITIES AND THIS STORMWATER POLLUTION PREVENTION PLAN.

Name / Signature	Title	Company Name, Address and Phone Number	Date

NOTE: CONTRACTOR TO ADD SHEETS TO CERTIFICATION TABLE AS NECESSARY.

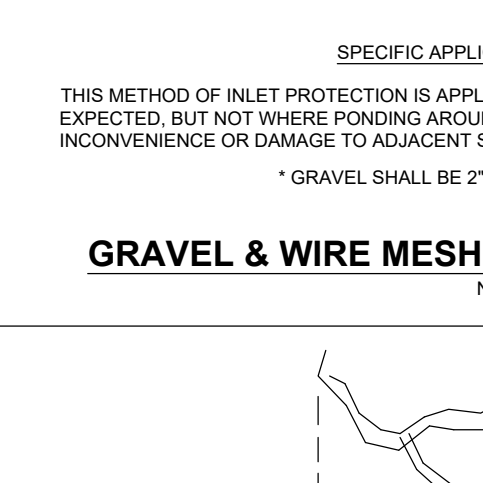
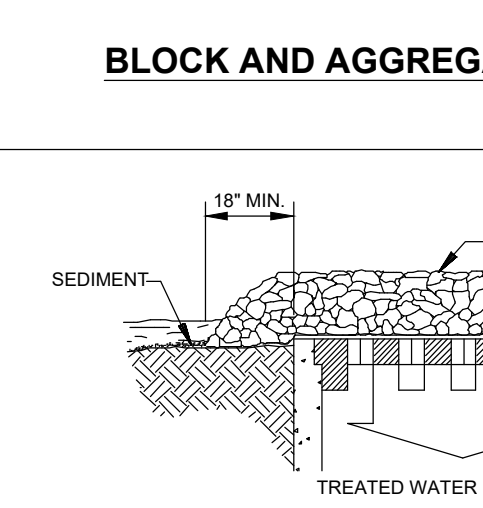
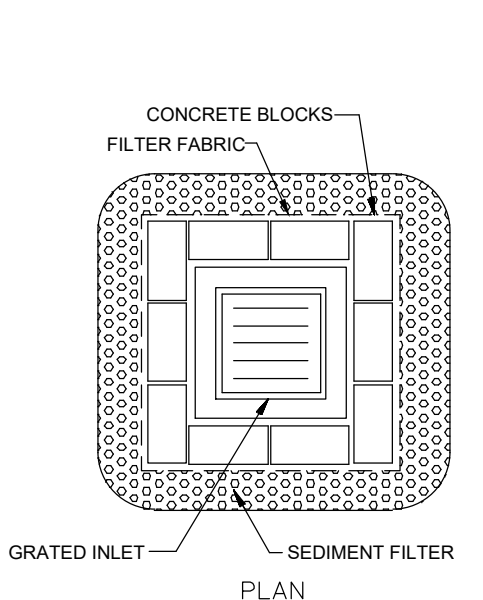
SWPPP IMPLEMENTATION LOG

A RECORD OF DATES WHEN BMPs ARE INSTALLED OR REMOVED, STABILIZATION MEASURES ARE INITIATED, MAJOR GRADING ACTIVITIES OCCUR, AND CONSTRUCTION ACTIVITIES TEMPORARILY OR PERMANENTLY CEASE ON PORTIONS OF THE SITE. THIS FORM MUST BE UPDATED CONTINUOUSLY THROUGHOUT THE PROJECT UNTIL THE NOTICE OF TERMINATION (NOT) IS FILED.

DESCRIPTION OF ACTIVITY	LOCATION	CONTRACTOR	BEGIN DATE	END DATE

NOTE: CONTRACTOR TO ADD SHEETS TO THE SWPPP IMPLEMENTATION LOG AS NECESSARY.

NOTE:
 AVOID USING IN TRAFFIC AREAS AS THIS CAN CAUSE A HAZARD.



TYPICAL CONSTRUCTION SEQUENCE FOR DOME FRAME & COVER

- EXCAVATE APPROXIMATELY 4" TO 6" BELOW THE TOP OF THE INLET STRUCTURE.
- PLACE THE FRAME ONTO THE INLET STRUCTURE, ENSURING PROPER SEATING OF FRAME TO STRUCTURE.
- SLIDE THE COVER OVER THE FRAME.
- FILL THE COVER POCKETS WITH SOIL #57 GRAVEL OR EQUIVALENT. THE COVER POCKETS SHOULD BE COMPLETELY FILLED TO ENSURE A GOOD SEAL BETWEEN THE GROUND AND INLET STRUCTURE.
- BACK FILL AROUND THE FRAME AND COVER ASSEMBLY IS NOT REQUIRED TO COMPLETE INSTALLATION; HOWEVER, BACKFILLING MAY BE NECESSARY TO COMPLETE EXCAVATION REQUIREMENTS FOR THE SITE.

DOMED INLET PROTECTION (PREFABRICATED)

STORMWATER TEAM		
DESCRIPTION	NAME	COMPANY
CONTRACTOR:		
CONTRACTOR'S RESPONSIBLE AUTHORITY:		
QUALIFIED INSPECTOR(S):		
MAINTENANCE PERSONNEL:		

ANTICIPATED CONSTRUCTION SEQUENCE*	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
CONSTRUCTION ENTRANCE												
TEMPORARY CONTROL MEASURES												
STORM FACILITIES												
ROUGH GRADE / SEDIMENT CONTROL												
FOUNDATION / BUILDING CONSTRUCTION												
FINISH GRADING												
PERMANENT CONTROL MEASURES												

THE CONTRACTOR SHALL COMPLETE THIS TABLE IDENTIFYING THE INDIVIDUALS OF THE STORMWATER TEAM AND THEIR RESPONSIBILITIES.



P. 850.315.1285 • F. 850.315.1286
 450 Magnolia Avenue, Panama City, FL 32401
 CEI Number: 3462
 Elizabeth S. Moore, PE
 FL License No.: 57607

No.	Date	Revision

Designed: B. SILCOX
 Drawn: B. SILCOX
 Checked: E. MOORE
 Job No.: 1620-016-2
 Date: 2024/05/29

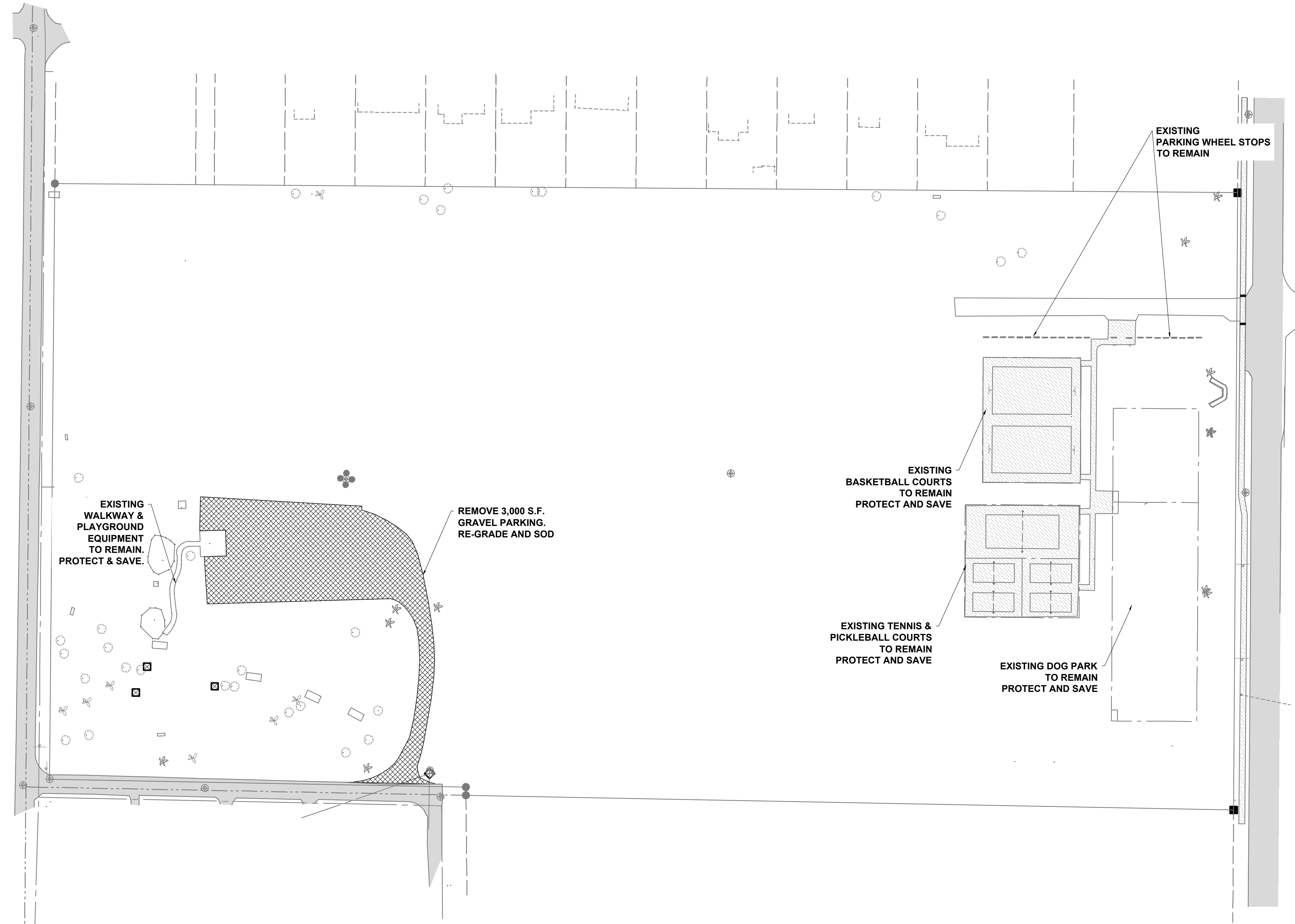
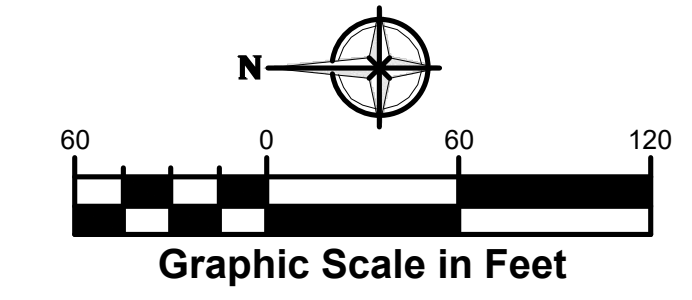
STORMWATER POLLUTION PREVENTION DETAILS

SPORTS PARK COMPLEX

CITY OF PARKER, BAY COUNTY, FLORIDA

THIS SHEET NOT VALID FOR CONSTRUCTION WITHOUT COMPLETE SET OF PLANS.

Sheet No.
CO.2



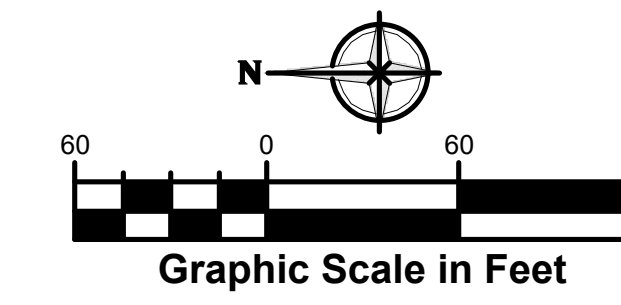
No.	Date	Revision

Designed: B. SILCOX
Drawn: B. SILCOX
Checked: E. MOORE
Job No.: 1620-016-2
Date: 2024/05/29

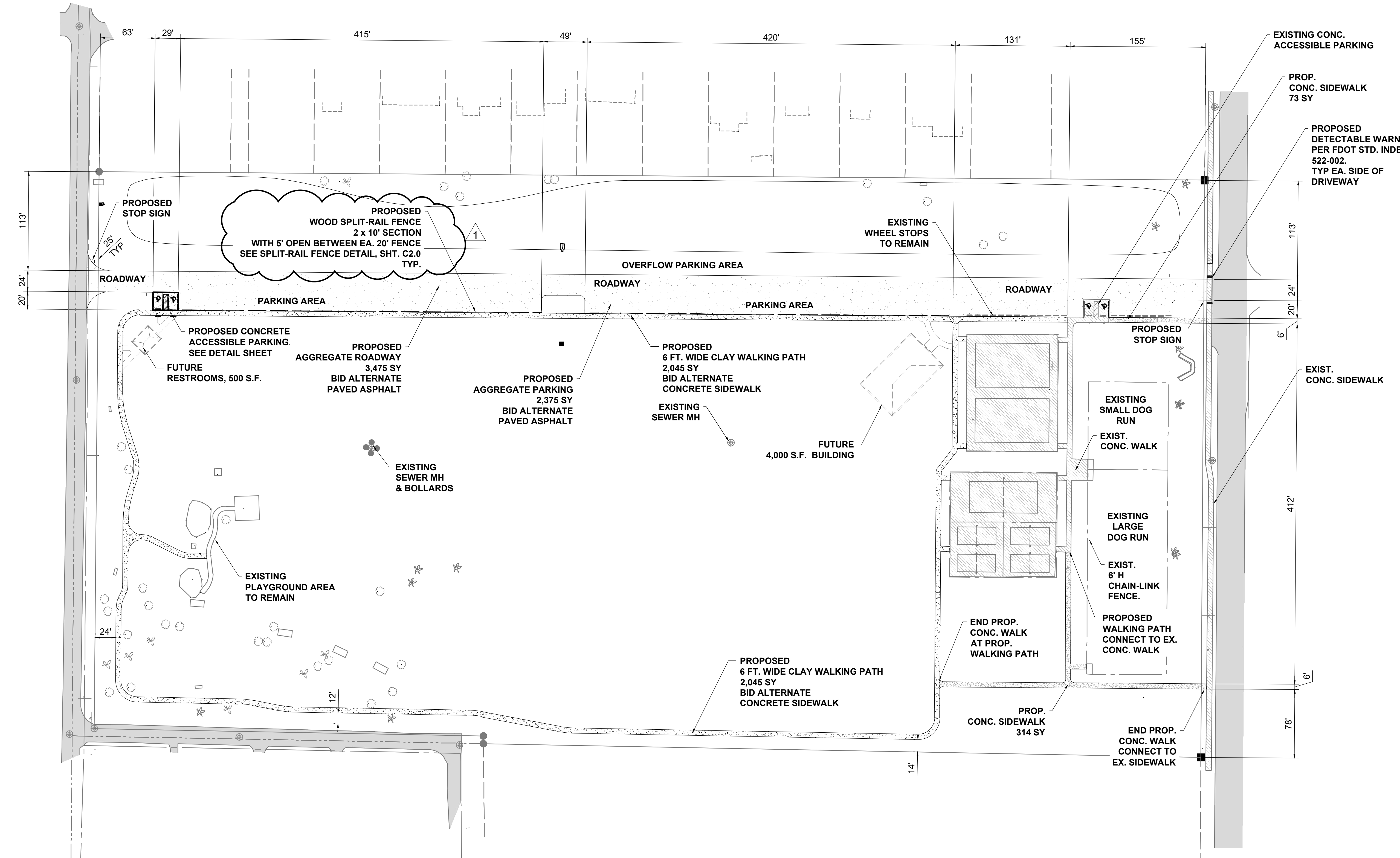
**EXISTING CONDITIONS
DEMOLITION SITE PLAN**

SPORTS PARK COMPLEX
CITY OF PARKER, BAY COUNTY, FLORIDA

THIS SHEET NOT VALID FOR CONSTRUCTION WITHOUT COMPLETE SET OF PLANS.



- NOTE:
- EXISTING PHASE I FEATURES OF THE PARK AND ASSOCIATED PARKING WILL NEED TO REMAIN ACCESSIBLE TO THE PUBLIC FOR AS MUCH OF THE PHASE II CONSTRUCTION AS IS REALISTICALLY FEASIBLE.
 - ALL SLOPED AND BERM AREAS OF POND SHALL BE SOODED.
 - ALL OTHER AREAS DISTURBED DURING CONSTRUCTION AND GRADING SHALL HAVE GRASS SEED INSTALLED.

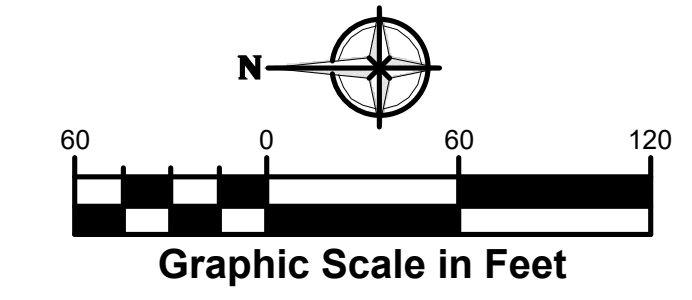


No.	Date	Revision
1	05/29/24	ADDENDUM 1

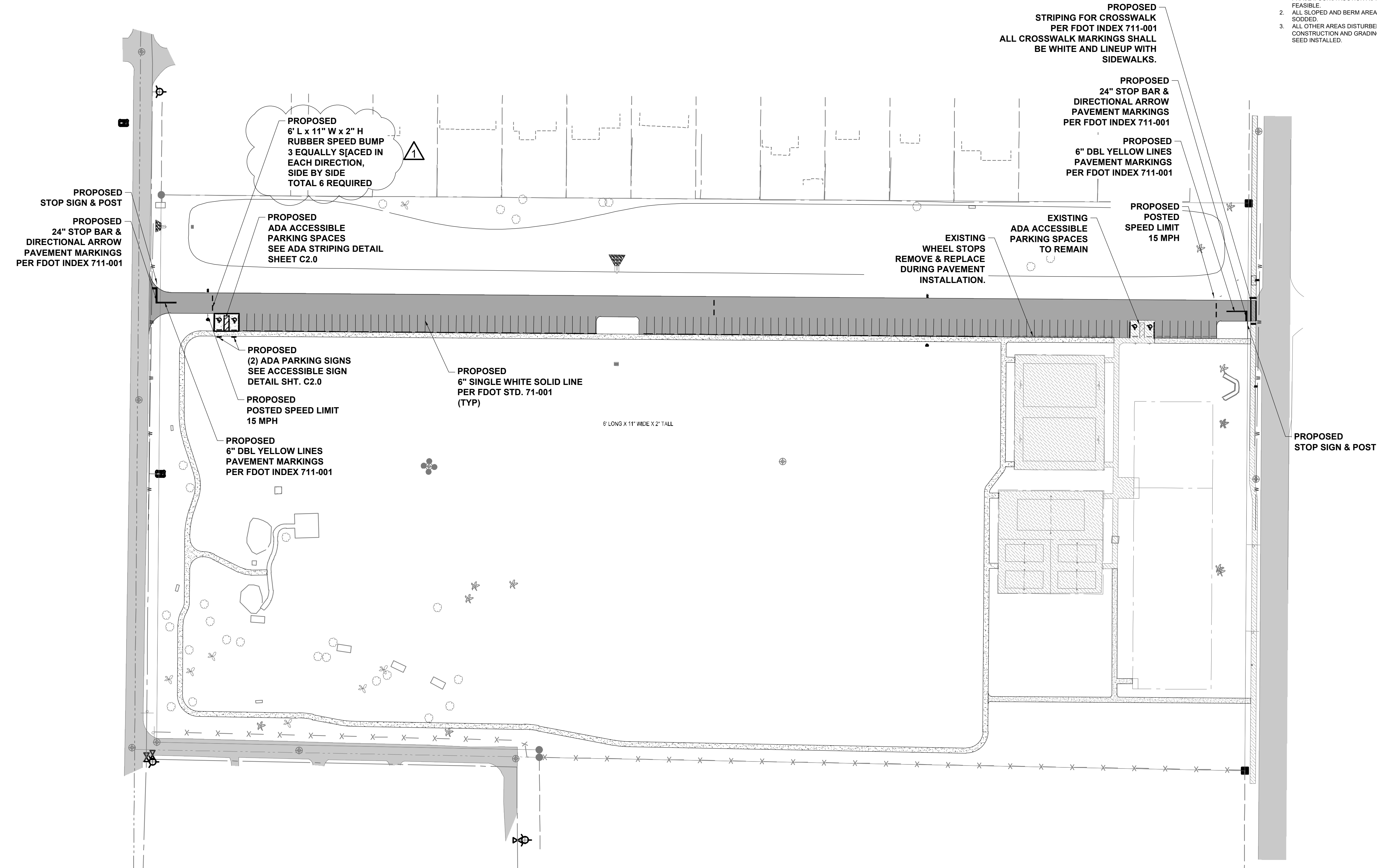
Designed: B. SILCOX
Drawn: B. SILCOX
Checked: E. MOORE
Job No.: 1620-016-2
Date: 2024/05/29

IMPROVEMENTS SITE PLAN
SPORTS PARK COMPLEX
CITY OF PARKER, BAY COUNTY, FLORIDA

THIS SHEET NOT VALID FOR CONSTRUCTION WITHOUT COMPLETE SET OF PLANS.



- NOTE:
- EXISTING PHASE I FEATURES OF THE PARK AND ASSOCIATED PARKING WILL NEED TO REMAIN ACCESSIBLE TO THE PUBLIC FOR AS MUCH OF THE PHASE II CONSTRUCTION AS IS REALISTICALLY FEASIBLE.
 - ALL SLOPED AND BERM AREAS OF POND SHALL BE SODED.
 - ALL OTHER AREAS DISTURBED DURING CONSTRUCTION AND GRADING SHALL HAVE GRASS SEED INSTALLED.



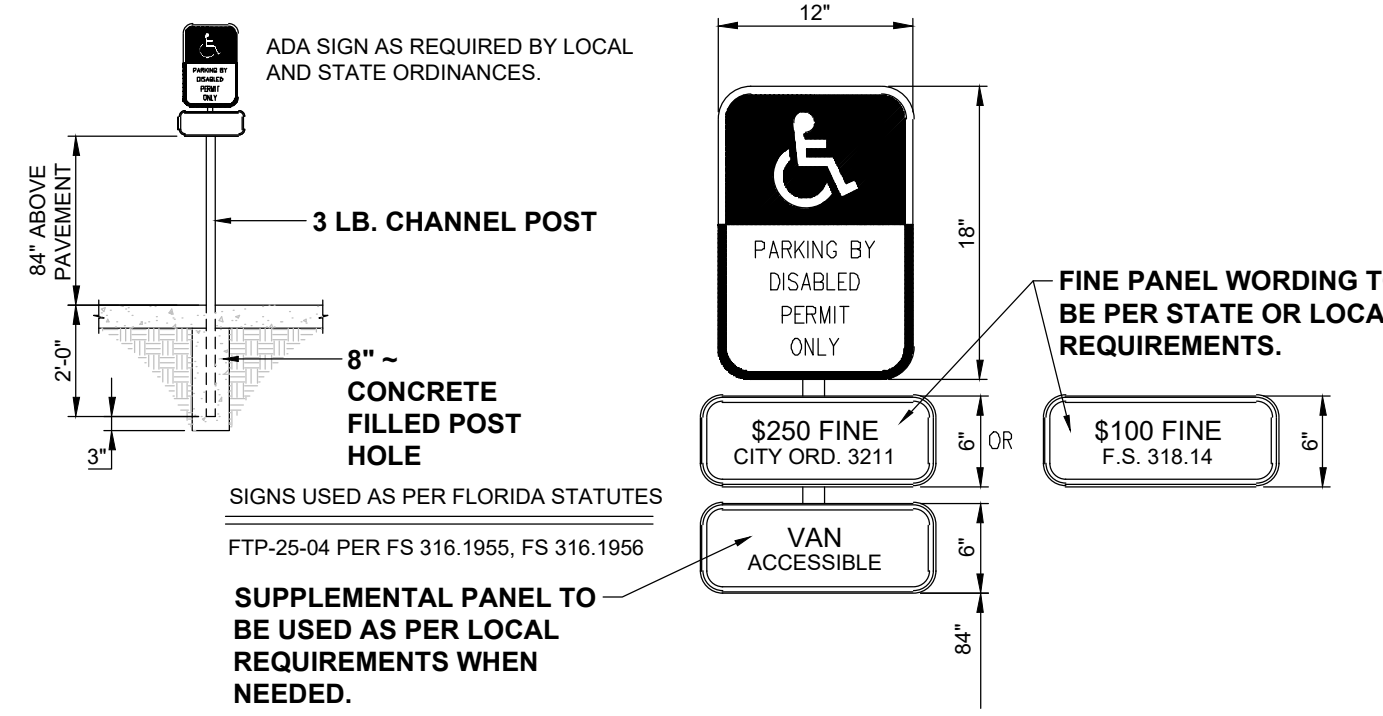
No.	Date	Revision
1	05/29/24	ADDENDUM 1

Designed: B. SILCOX
Drawn: B. SILCOX
Checked: E. MOORE
Job No.: 1620-016-2
Date: 2024/05/29

SITE PAVEMENT STRIPING PLAN
SPORTS PARK COMPLEX
CITY OF PARKER, BAY COUNTY, FLORIDA

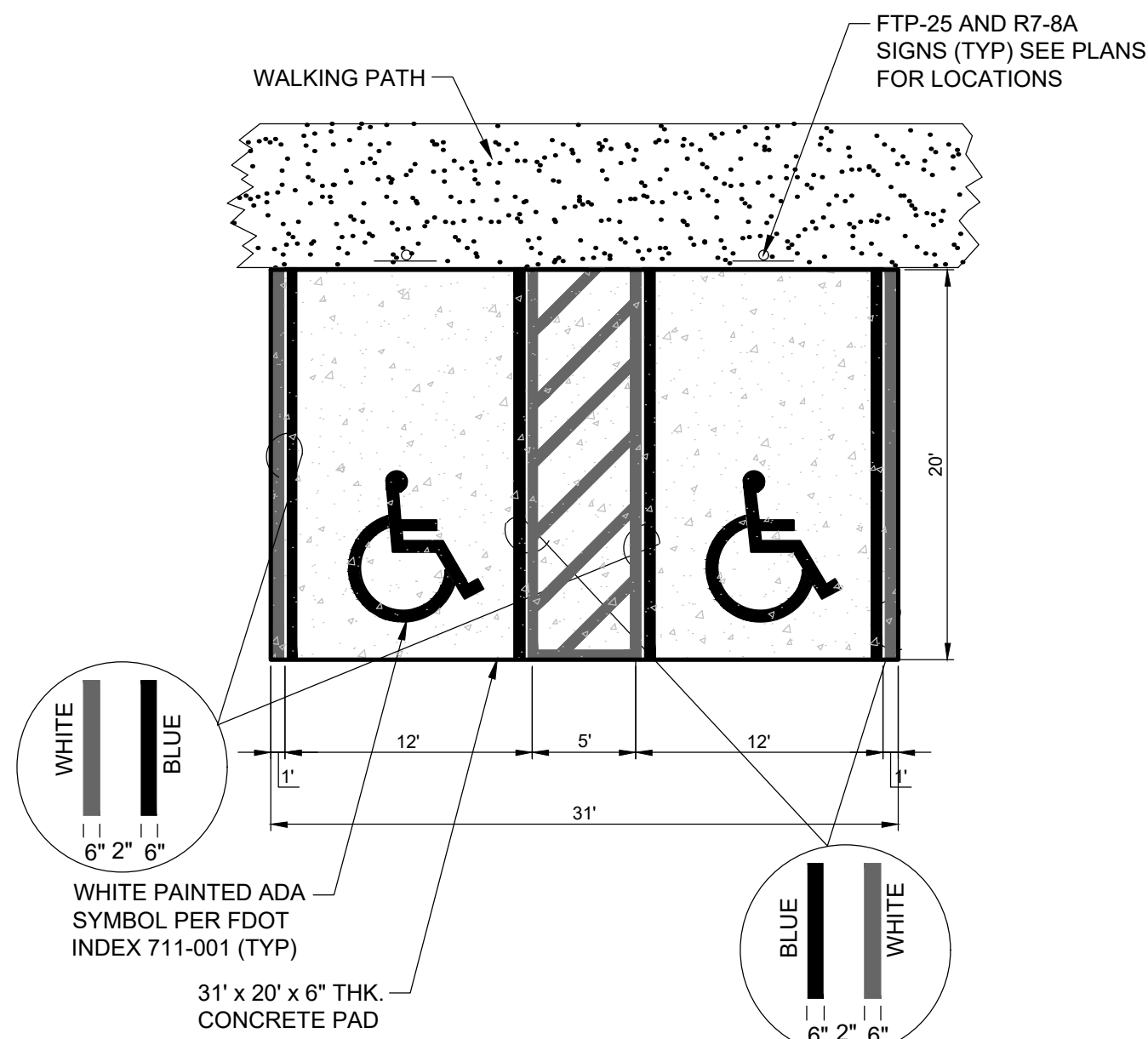
THIS SHEET NOT VALID FOR CONSTRUCTION WITHOUT COMPLETE SET OF PLANS.
Sheet No.
C1.3



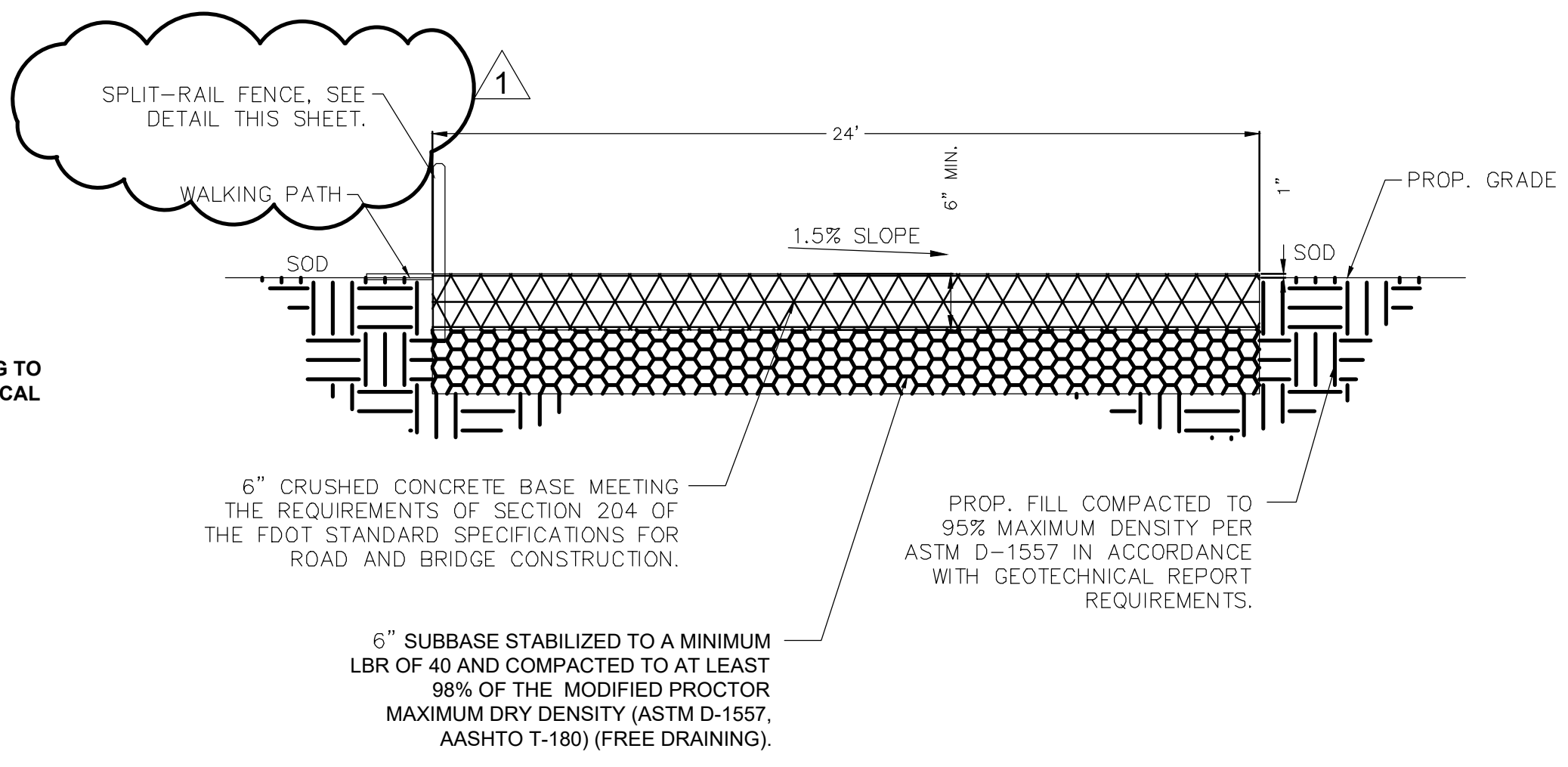


- NOTES: (HANDICAP SIGN ONLY)**
- THE SIGN'S FACE SHALL BE OF AN ENGINEERING GRADE REFLECTORIZED MATERIAL.
 - ALL LETTERS ARE 1 INCH SERIES "C" PER THE MUTCD.
 - THE TOP PORTION OF THE SIGN SHALL HAVE A BLUE BACKGROUND WITH A WHITE LEGEND AND BORDER.
 - THE BOTTOM PORTION OF THE SIGN SHALL HAVE A WHITE BACKGROUND WITH A BLACK OPAQUE LEGEND AND BORDER.
 - THE FINE NOTIFICATION SIGN SHALL HAVE A WHITE BACKGROUND WITH A BLACK OPAQUE LEGEND AND BORDER.
 - ONE SIGN SHALL BE REQUIRED FOR EACH PARKING SPACE.
 - EACH SIGN SHALL HAVE A CLEARANCE OF 7 FEET FROM THE BOTTOM OF THE SIGN TO FINAL GRADE OR THE TOP OF CURB, WHICHEVER IS GREATER. SIGNS SHALL NOT BE FARTHER THAN 5 FEET FROM THE FRONT OF THE PARKING SPACE.
 - ALL SIGNS SHALL BE MOUNTED ON 3 POUND CHANNEL POSTS. SIGNS MAY BE MOUNTED ON BUILDINGS WITH CITY APPROVAL.

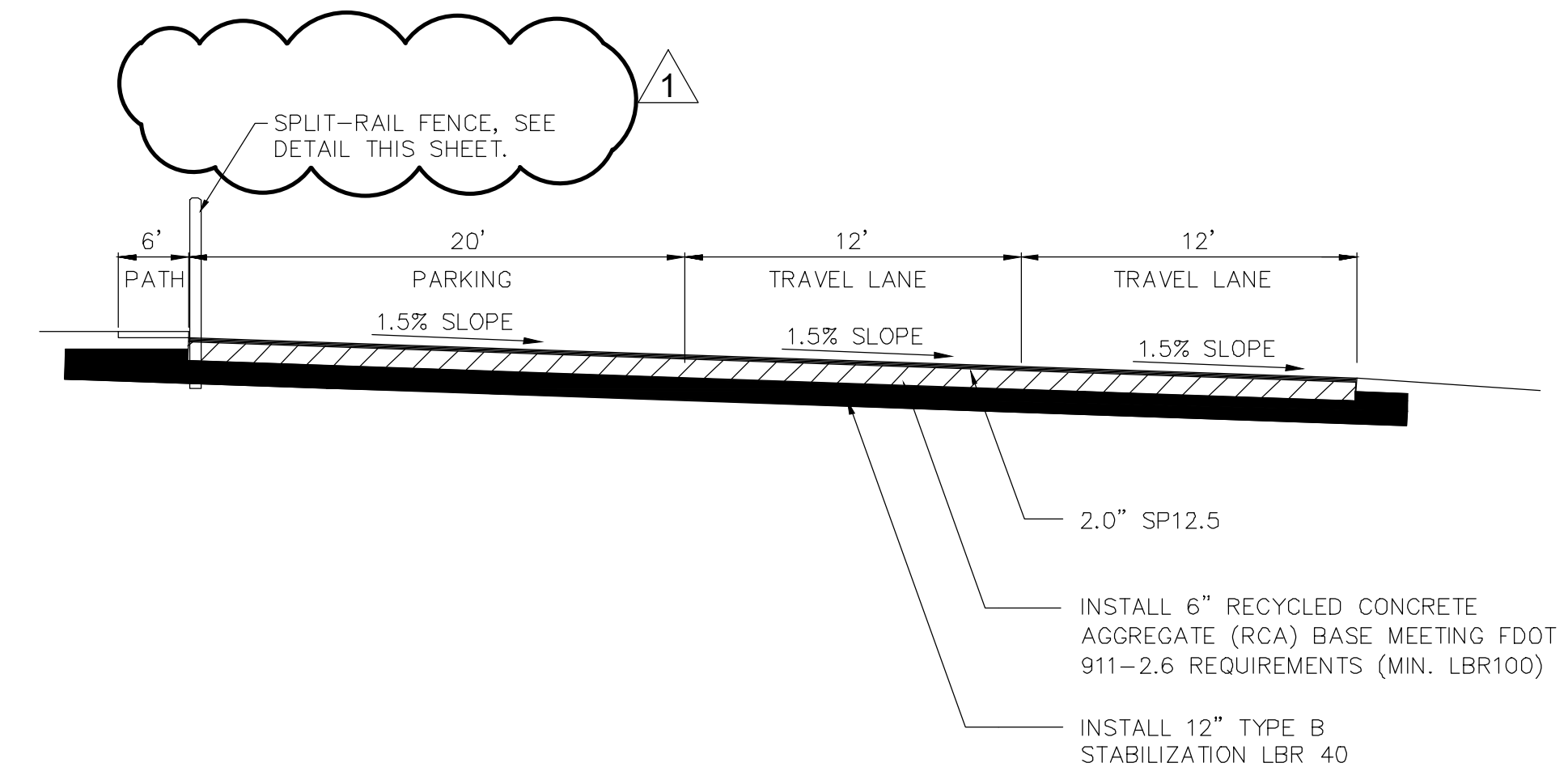
ACCESSIBLE SIGN
N.T.S.



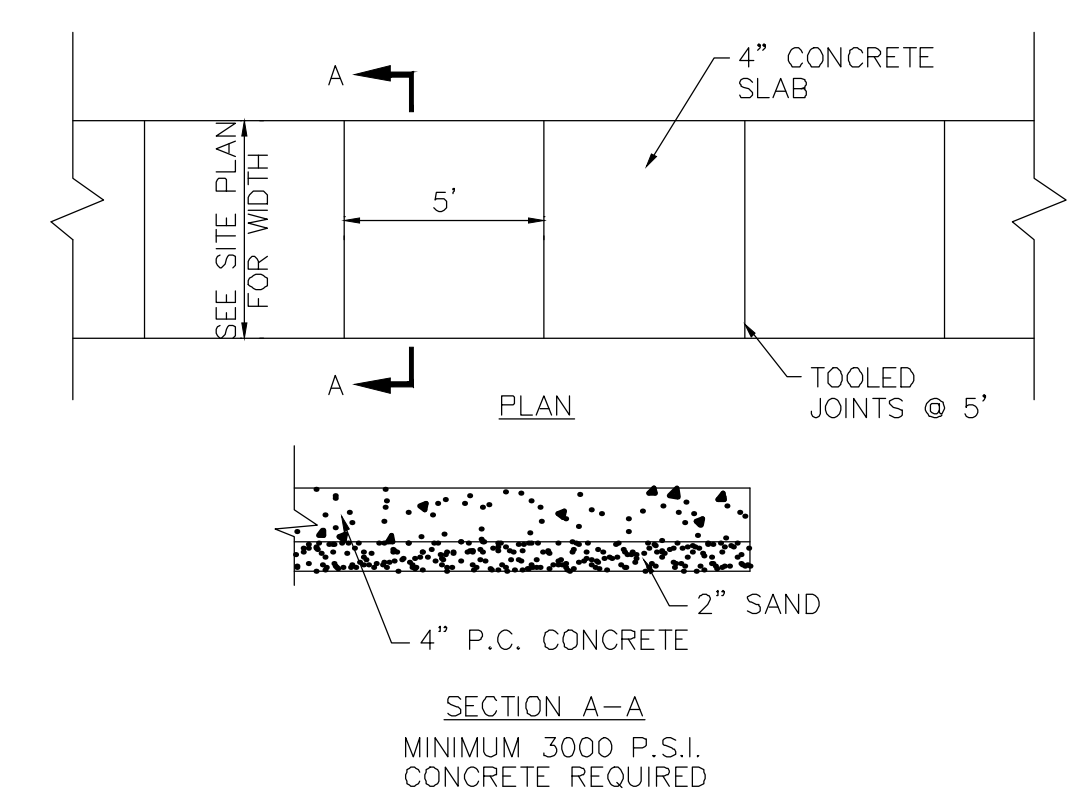
ADA STRIPING DETAIL
N.T.S.



AGGREGATE ROADWAY AND PARKING DETAIL
NOT TO SCALE

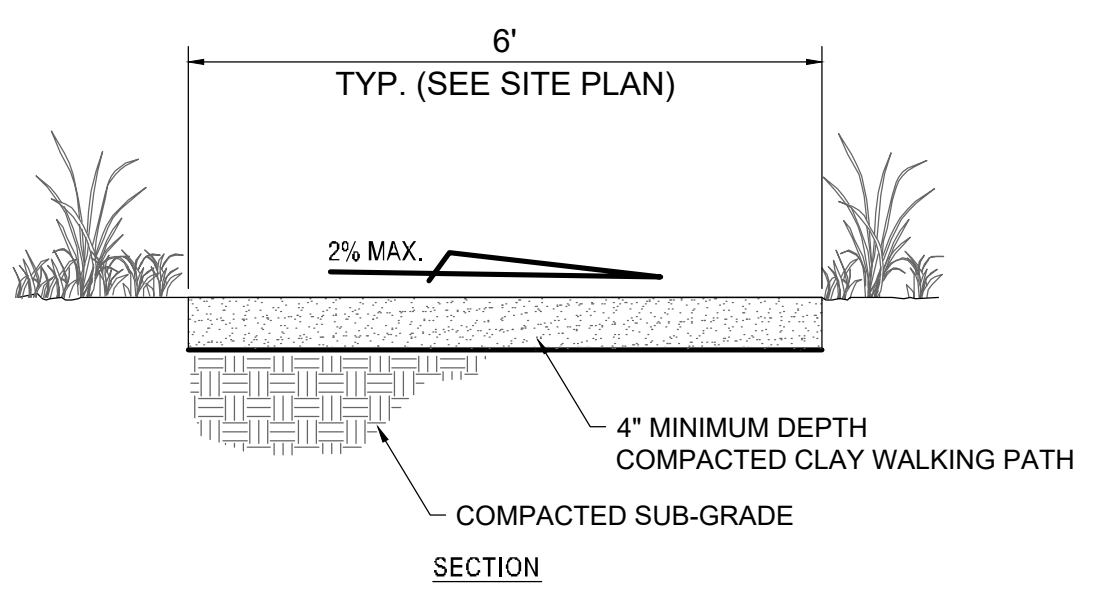


ALTERNATE PAVED ROAD AND PARKING DETAIL
NOT TO SCALE

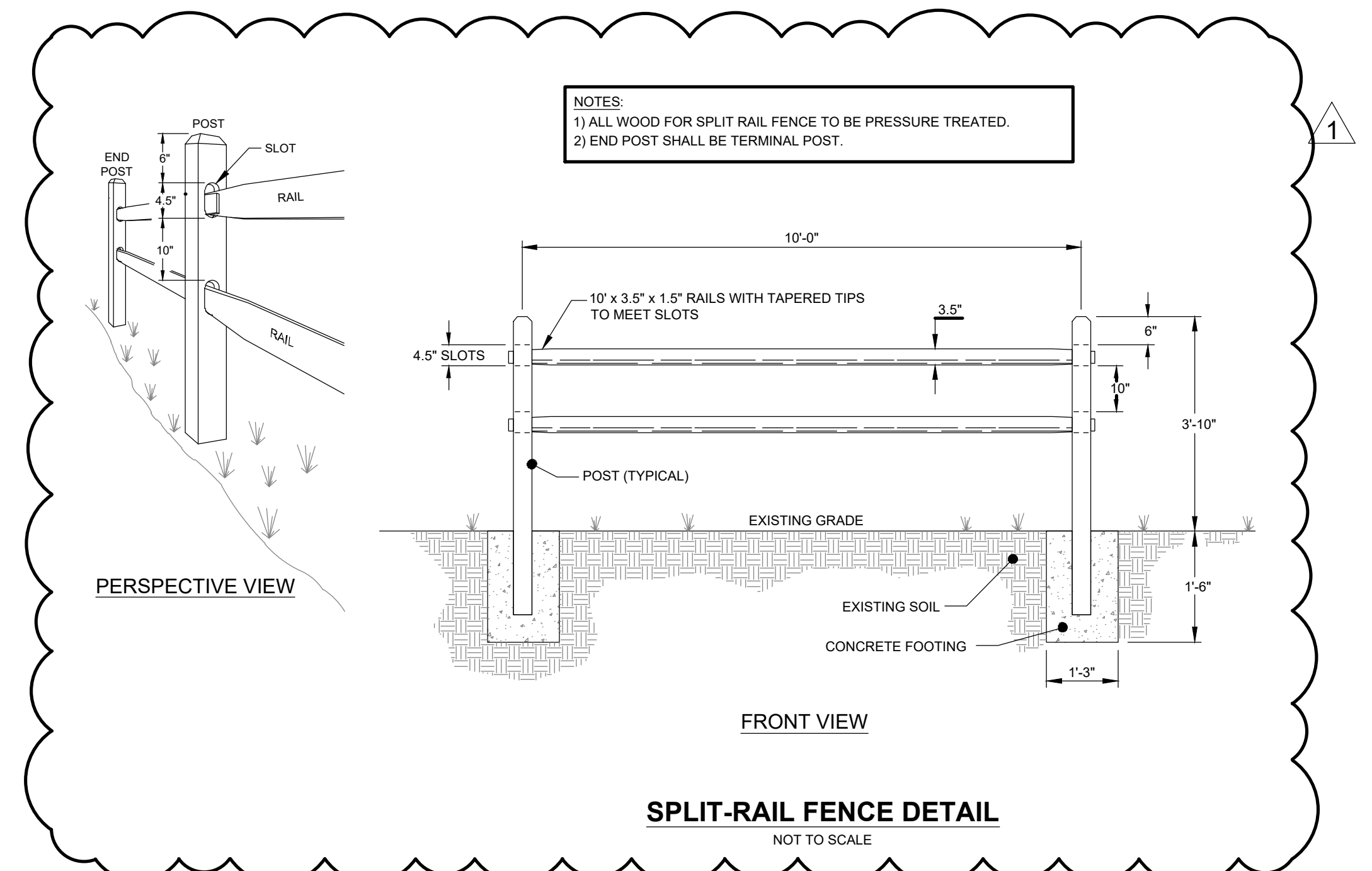


- NOTES:**
- 3/4"x4" PREMOLDED EXPANSION MATERIALS AROUND P.P. OR OTHER STRUCTURES IN WALK.
 - EXPANSION JOINTS MAXIMUM DISTANCE = 100', USED 3/4"x4" PREMOLDED EXPANSION MATERIAL.
 - CONTRACTION JOINTS MAXIMUM DISTANCE = 21', SAW CUT 2" DEEP AND FILL WITH HOT POURED SEALER.
 - SAW CUT JOINTS WITHIN 24 HOURS.

PROPOSED/ALTERNATE CONCRETE SIDEWALK DETAIL
NOT TO SCALE



CLAY WALKING PATH DETAIL
NOT TO SCALE



No.	Date	Revision
1	05/29/24	ADDENDUM 1

Designed: B. SILCOX
Drawn: B. SILCOX
Checked: E. MOORE
Job No.: 1620-016-2
Date: 2024/05/29

CONSTRUCTION DETAILS

SPORTS PARK COMPLEX

CITY OF PARKER, BAY COUNTY, FLORIDA

THIS SHEET NOT VALID FOR CONSTRUCTION WITHOUT COMPLETE SET OF PLANS.

