



CITY OF MEXICO BEACH
AMPHITHEATER AT PARKER PARK
REQUEST FOR PROPOSALS 2025-04

**Prepared by:
Anchor CEI, Inc.
450 Magnolia Ave
Panama City, FL 32405**

02/12/2025

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**CITY OF MEXICO BEACH
ADVERTISEMENT**

**AMPHITHEATER AT PARKER PARK
REQUEST FOR PROPOSALS 2025-04**

Notice is hereby given that the City of Mexico Beach, Florida is requesting sealed proposals from qualified bidders for the Amphitheater at Parker Park Project, 2500 Highway 98, Mexico Beach, FL 32456. The successful bidder for this project will be responsible for its design and construction.

All proposals must be in writing and will be received by Tammy Brunson, City Clerk, by mail, FedEx or hand delivery to Tammy Brunson, City Clerk at 201 Paradise Path, Mexico Beach, Florida 32456 until **2:00 PM (central time), Thursday March 12, 2025.** Proposals will be publicly opened at this time. Only submittals received by the stated time and date will be considered. Submittals received after the time set for the opening will be rejected and returned unopened to the submitter. All submittals shall be submitted in a sealed envelope and clearly labeled, "RFP 2025-04 Bid Mexico Beach Amphitheater at Parker Park Project." Please provide one (1) original, two (2) copies of the bid. Any Addendums issued during the advertisement period shall be posted to the above website no later than 5:00 PM (central time) March 7, 2025. Quotes shall be firm for ninety (90) days. The award by the City Council is expected to occur April 8, 2025 at 9:00 AM (central time). It is the Bidders responsibility to check the website for Addendums. Bidder may also contact Emily Thomasee ethomasee@anchorcei.com and Tammy Brunson at t.brunson@mexicobeachfl.gov to be put on a Bidders list to receive updates and addenda as related to this RFP.

Questions concerning this request should be submitted in writing to, Emily Thomasee, at ethomasee@anchorcei.com, and Tammy Brunson at t.brunson@mexicobeachfl.gov no later than **5:00 PM (central time) March 5, 2025.**

The City of Mexico Beach encourages all segments of the business community to participate in its procurement opportunities, including small businesses, minority/women owned businesses, and disadvantaged business enterprises. The City does not discriminate on the basis of race, color, religion, national origin, disability, sex, or age in the administration of contracts.

The City reserves the right to waive informalities in proposals and to reject all proposals. The City will award the Contract to the lowest responsive and responsible proposer; provided, however, the City reserves the right to award the Contract to a proposer who does not have the lowest bid if the City determines that another proposal offers the City a better value based upon the reliability, quality of service, or product of such other Bidder.

1. Bid Documents

The Bid Documents are available at <http://www.mexicobeachfl.gov/bids>, and on file at Mexico Beach City Hall, 201 Paradise Path, Mexico Beach, Florida 32456. They may be examined at the above address or digital copies may be downloaded for no fee. The federal contract requirements provided by Exhibit A to the contract attached to this Request for Builds apply fully to this procurement and the resulting work.

3. Bid Form

To receive consideration, all proposals shall be made on the forms provided, 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, limitations or provisions shall be attached or added to the Bid Form by the bidder. Alterations by erasure or interlineations must be explained or noted in the bid over the signature of the bidder. Any bid modification must be in writing.

4. Delivery

Each bid shall be addressed to the Tammy Brunson, City Clerk at 201 Paradise Path, Mexico Beach, Florida 32456, and must be received on or before the day and/or hour set for the opening of Proposals. Proposals shall be submitted in duplicate, (1) one marked "Original" and (2) the other, "Copy". Each proposal shall be enclosed in a sealed envelope bearing the title of the work, the name of the proposer and the date for opening. It is the sole responsibility of the proposer to ensure that the proposal is received on time. The City will check the bids and notify the selected proposer at the earliest opportunity, not to exceed 60 days from the date of opening.

5. Complete Bid Amounts; Examinations of Specifications, Work Sites

Proposals shall be compensation in full for the complete work and included all of Contractor's costs for completing the work and include design, mobilization, all materials, labor, insurance, taxes, overhead and profit, 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. Any unit pricing provided by Contractor shall solely be for the convenience of the City in the event City wishes to increase or decrease the scope of work after contract award. The submission of a proposal shall be construed as conclusive evidence that the proposer has made such examination. Proposers shall direct any questions via e-mail to Emily Thomasee, ethomasee@anchorcei.com and Tammy Brunson at t.brunson@mexicobeachfl.gov by the date as described in the Advertisement.

6. Withdrawal of Proposals

Any Proposer may withdraw his proposal, either personally or by written request, at any time prior to the scheduled time for opening proposals. No proposer may withdraw his proposal for a period of 60 days after the date for opening and all proposals shall be subject to acceptance by the City during this period.

7. Basis Of Award

The City of Mexico Beach will create a Technical Review Committee to evaluate all proposals received and make a recommendation the City Council for approval. The City Council will review the selection committee recommendation at the following council meeting.

Evaluation Factors

Evaluation of the Proposer’s qualifications shall include:

1. Cost Proposal
2. Experience and qualifications to perform the work.
3. Availability to perform the work as required.
4. Ability to perform the work within the cost submitted by Proposer.
5. Project Approach for how the work will be completed.
6. Certified Minority/Women-Owned Business.

Respondents must provide a listing of the personnel to be assigned to the project, including organizational structure and each person’s area of responsibility. Resumes for each professional assigned to this project are also required. Responders must have sufficient and qualified staff immediately available to contract solicitations and to enter into and manage any components targeted by the RFP.

Evaluation Score Criteria

A sample of the scoring criteria to be used during the evaluation process is below:

Criteria	Proposer					
	Maximum Points	A	B	C	D	E
Cost Proposal	35					

Criteria	Proposer					
	Maximum Points	A	B	C	D	E
Aesthetic appeal of the proposed structure.	40					
Experience and qualifications to perform the work.	20					
Certified Minority/Women Owned Business (5 Points for MBE/DBE/WBE)	5					
Total Score (100 Possible)	100					

Basis Of Award

The contract will be awarded to the PROPOSER who received the overall highest score and is deemed qualified by the City of Mexico Beach, subject to the OWNER’s right to reject any or all PROPOSALS and to waive informality and irregularity in the PROPOSALS and proposing or to accept other than the lowest price PROPOSAL when considered to be in the best interest of the OWNER.

Pursuant to Chapter 287.087 Florida Statutes, in the event two or more proposals are equal with respect to services, preference will be given to Proposers which have implemented Drug-Free Workplace Programs.

8. 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 RFP. 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.

9. Execution of Agreement

The successful bidder shall, within 10 days after receipt of the Notice of Award shall sign and deliver to the City the required contract included as part of this Request for Bids. The applicable terms of such contract apply to this Request for Builds as if set forth fully herein. The contractor shall also deliver any required bonds and policies of insurance or insurance certificate as required. All bonds and insurance documents shall be approved by the City before the successful bidder may proceed with the work.

10. Point of Contact

Emily Thomasee, ethomasee@anchorcei.com and Tammy Brunson, t.brunson@mexicobeachfl.gov will be the only point of contacts for this bid. **Under no circumstances may a bidder contact any City Council member or other City employee concerning this bid until after award.** Any such contact may result in bid disqualification. The last day for questions will be the date described in the Advertisement for RFQ.

11. Representations

This Request for Bids contain the provisions required for the project. Information obtained from an office, Director, or employee of the City 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.

12. Performance and Payment Bond

Contractor is required to purchase and provide 100% payment and performance bonds.

13. Bid Protest

A notice of protest must be submitted within three business days after posting of the recommendation of award on the City of Mexico Beach website or during a public meeting of the City Council. The protest must be in writing, via e-mail, letter, or fax 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 of Mexico Beach.

13. Bid Checklist

Each proposal **shall** include, but need not be limited to, the following information: one original of the items on the following list and any other items required by any section of this RFP. The checklist is provided as a courtesy and may not be all inclusive of items required within this RFP.

1. Addendum Acknowledgement
2. Anti-Collusion Clause
3. Conflict of Interest
4. Drug Free Workplace
5. E-Verify
6. Public Entity Crime Form (PUR7068)
7. Certification Regarding Lobbying
8. Agreement
9. Bid Proposal Form (Appendix B)
10. Conceptual Drawing
11. Statement of Experience/DBE Status (Appendix H)



DESIGN CRITERIA PACKAGE
MEXICO BEACH AMPHITHEATER AT PARKER PARK

Certification of Design Criteria

In accordance with Section 287.055 Florida Statutes this design criteria package has been prepared and sealed by design criteria professionals employed by Anchor CEI, Inc.

Elizabeth S. Moore, P.E., Anchor Consulting Engineering and Inspection is the Engineer of Record for supervising the development of the Design Criteria Package (DCP) for the Mexico Beach Amphitheater Design Build Project.

Elizabeth S. Moore,
(Seal)
Florida PE 57607
This document has
been elec

Digitally signed by Elizabeth S. Moore, Florida PE 57607
This document has been elec
DN: C=US, OU=signed & sealed using a SHA1 auth codes,
O="Printed copies of the document are not considered signed
sealed", CN="Elizabeth S. Moore, Florida PE 57607 This
document has been elec", E=emoore@anchoreci.com
Reason: The item has been electronically signed and
sealed using a SHA-1 authentication codes authentication
codes. Printed copies of the document are not considered
signed and sealed and all SHA-1 authentication codes must
be verified on any electronic copies.
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Elizabeth S. Moore, PE Date
President, Anchor CEI, Inc.

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PART 1 – SCOPE NARRATIVE

INTRODUCTION

A "**Design Criteria Package**" (DCP) means concise, performance-oriented drawings and / or specifications of public construction project. The purpose of the design criteria package is to furnish sufficient information to allow a Design Build Contractor to prepare a bid or a response to an agency's request for proposal, or to permit an agency to enter into a design build contract.

The City of Mexico Beach (City) has selected the design build delivery method for this project. The following DCP specifies performance-based criteria for the construction of the Mexico Beach Amphitheater at Parker Park including the legal description of the site and survey information concerning the site, interior space requirements, material quality standards, proposed site layout and conceptual design criteria of the project, cost estimates, design and construction schedules, site development requirements, and provisions for utilities.

The City shall not be responsible for any errors in the Proposer's estimates caused by use of the conceptual data presented in this Design Criteria Package. Any bridging documents such as concept plans, surveys, and geotechnical reports are intended for informational purposes only. The City shall not be held responsible for any cost overruns or schedule delays caused by decisions made by the Design/Build Team's use of the bridging documents

SECTION 1.0 – DEFINITIONS AND TERMS

1.1 General

The City has entered into an agreement with Anchor CEI, Inc., as the Design Criteria Professional, to develop the following Document called "The Design Criteria Package (The DCP)" for the purpose of allowing Design Build Contractors to prepare bid to the City's request for proposals.

The provisions of the DCP represent the technical, material, and quality requirements for the foregoing project. The Design Build Contractor is bound by these requirements during the design, permitting and construction of the Mexico Beach Amphitheater at Parker Park.

The Design Criteria Professional may amend the provisions of the Design Criteria Package after it has been released to the Design Build Contractors but before the expiration of the period designated for submittal of the Bid to the City.

1.2 Abbreviations

The following abbreviations, when used in the Design Criteria Package, represent the full text as shown:

ACI	American Concrete Institute
AISI	American Iron and Steel Institute
ANSI	American National Standard Institute, Inc.

ASCE	American Society of Civil Engineers
ASME	American Society of Mechanical Engineers
ASTM	American Society for Testing and Materials
AWG	American Wire Gauge
AWPA	American Wood Preservers Association
AWS	American Welding Society
CRSI	Concrete Reinforcing Steel Institute
EPA	Environmental Protection Agency of the United States Government
FBC	Florida Building Code (8 th Edition, 2024)
FDEP	Florida Department of Environmental Protection
IEEE	Institute of Electrical & Electronic Engineers
IES	Illuminating Engineering Society
NEC	National Electrical Code (NFPA No. 70, 2008 Edition)
NEMA	National Electrical Manufacturers Association
NFPA	National Fire Protection Association
NIST	National Institute for Standards and Technology
OSHA	Occupational Safety and Health Administration
SSPC	Steel Structures Painting Council
UL	Underwriters' Laboratories

The Design Build Contractor shall use standards, specifications, test methods, or other codes as specified in the current Florida Building Code including Supplements. If not specified in the FBC, the Design Build Contractor shall use the current addition of standards, specifications, test methods or codes at the time of submitting the Technical Proposal.

1.3 Definitions

The following terms, when used in the Design Criteria Package, have the meaning as described:

Architect: The Architect as defined in Section 481.203(3) Florida Statutes.

Architect of Record or Landscape Architect of Record: The Architect or Architectural Firm or the Landscape Architect or Landscape Architecture Firm registered in the State of Florida that performs services for the Design-Build Firm (Design Builder) in connection with the design and construction of buildings.

Architecture or Landscape Architecture: The practice of architecture as defined in Section 481.203(6), Florida Statutes or to practice landscape architecture as defined in Section 481.303(6).

Bidder/Proposer: For the purpose of this DCP it is deemed to be a Design Build Contractor submitting the bid.

Calendar Day: Every day shown on the calendar, ending and beginning at midnight.

City: The City of Mexico Beach, Florida including its Departments and Divisions.

Change Order: A written order issued by the City and accepted by the Design Build Contractor, covering changes in the plans, specifications, or quantities of work, within the Scope of the Contract, when prices for the items of work affected are negotiated between the City and the Design Build Contractor.

Contract: "Contract" means the entire and integrated agreement between the City and the Design Build Contractor and supersedes all prior negotiations, representations, or agreements, either written or oral. The Contract Documents form the Contract between the City and the Design Build Contractor setting forth the obligations of parties, including, but not limited to, the performance of work and the basis of payment.

Contract Documents: The term "Contract Documents" includes: Advertisement, Request for Proposals (RFP), the Design Criteria Package (DCP), the Technical Proposal, General Conditions, Instruction to Bidders, Non-collusion Affidavit, Executed Form of Contract, Performance Bond & Payment Bond, Builders Risk Insurance, Design Liability Insurance, Specifications, City of Mexico Beach Standard Details, Plans & Specifications prepared by the Design Build Contractor and approved by the Engineer for the Mexico Beach Amphitheater at Parker Park, Amendments to the Design Criteria Package, change orders, contract amendments, and supplemental agreements, all of which are to be treated as one instrument whether or not set forth at length in the form of a Contract.

Contract Bond: The security furnished by the Design Build Contractor and the surety as a guaranty that the Design Build Contractor shall fulfill the terms of the Contract and pay, all legal debts pertaining to the construction of the project.

Contract Time: The number of calendar days allowed for the completion of the Contract work, including authorized time extensions.

Contractor: The individual, firm, joint venture, or company contracting with the City to perform the work. The word "Contractor" is also deemed to include a Design Build Contractor ("Design Builder") contracting with the City for performance of work, including all architectural, engineering and permitting services and furnishing of materials.

Delay: Any unanticipated event, action, force or factor, which extends the Design Build Contractor's time of performance of any controlling work item under the Contract. The term "delay" is intended to cover all such events, actions, forces or factors, whether described as "delay", "disruption", "interference", "impedance", "hindrance", or otherwise, which are beyond the control of and not caused by the Design Build Contractor, or the Design Build Contractor's subcontractors, material men, suppliers or other agents. This term does not include "extra work".

Design Criteria Package (DCP): See Page 1 - Introduction.

Design Build: Design Build means combining the project's design, permitting and construction phases into a single Contract.

Designer of Record: The Architect of Record, including Landscape Architect of Record or the Engineer of Record.

Engineer of Record: The Professional Engineer or Engineering Firm registered in the State of Florida that performs services for the Design Build Contractor (Design Builder) in connection with the design, permitting and construction of the amphitheater.

Equipment: The machinery and equipment, together with the necessary supplies for upkeep and maintenance thereof, and all other tools and apparatus necessary for the construction and acceptable completion of the work.

Extra Work: Any work which is required by the Engineer to be performed and which is not otherwise covered or included in the project by the existing Contract Documents, whether it is in the nature of additional work, altered work, deleted work, work due to different site conditions, or otherwise. This term does not include a “delay”.

Holidays: Days designated by the City or the Federal Government as holidays, which include, but are not limited to New Year’s Day, Martin Luther King’s Birthday, President’s Day, Memorial Day, Juneteenth, Independence Day, Labor Day, Columbus Day, Thanksgiving Day and Christmas Day.

Inspector: An authorized representative of the Engineer, assigned to make official inspections of the materials furnished and of the work performed by the Design Build Contractor.

Laboratory: The official testing laboratory used by the Design Build Contractor.

Materials: Any substances to be incorporated in the work under the Contract.

Plans: The signed, sealed and dated plans, drawings and specifications prepared by the Designer of Record and accepted by the Engineer, including reproductions thereof, showing location, character, dimensions, technical requirements, and details of the work to be performed under the Contract. Upon review by the Engineer, the plans will be stamped “Release for Construction” dated and initialed by the Engineer.

Project: Means all activities and work necessary for the design, permitting and construction of the Mexico Beach Amphitheater at Parker Park as described in the Request for Proposal and the Design Criteria Package.

Project Site: Means a specific amphitheater to be designed, permitted, and constructed under the Contract at a specified location. For the purpose of this Design Criteria Package, the City has designated the Mexico Beach Amphitheater to be located at Parker Park and further described in section 2.2.

Special Provisions: Specific clauses adopted by the City that add to or revise the Standard City Specifications and / or Details, setting forth conditions varying from or additional to the City Standard Specifications that are applicable for this project.

Specialty Engineer: A professional Engineer registered in the State of Florida, other than Engineer of Record or his subcontracted consultant, who undertakes the design and drawing

preparation of components, systems, or installation methods and equipment for specific portions of the project work. The Specialty Engineer may be an employee or officer of the Design Build Contractor or a fabricator, an employee or officer of an entity providing components to a fabricator, or an independent consultant. Any Corporation or Partnership offering engineering services must hold a Certificate of Authorization from the Florida Department of Business and Professional Regulation.

Superintendent: The Design Build Contractor's authorized representative in responsible charge of the work at the Mexico Beach Amphitheater site.

Supplemental Agreement: A written agreement between the City and the Design Build Contractor, modifying the Contract within the limitations set forth in this Design Criteria Package.

Surety (Surety Company): The corporate body licensed to do business in the State of Florida that is bound by the Contract Bond with and for the Design Builder and responsible for the performance of the Contract and for payment of all legal debts pertaining thereto.

Working Day: Any calendar day on which the Design Build Contractor works or is expected to work at the Mexico Beach Amphitheater Site in accordance with the approved work progress schedule.

END SECTION 1

SECTION 2.0 - CONTRACT EXECUTION

2.1 General

The City Contract prepared and executed between the City and the Design Build Contractor shall consist of two (2) integral parts: (1) Professional Architectural / Engineering and Permitting Services for the Design of the Mexico Beach Amphitheater as specifically provided in the DCP; and (2) Construction Services for the construction of the Mexico Beach Amphitheater as specifically provided in the plans and specifications prepared and permitted by the Design Build Contractor and approved by the Engineer in accordance with all provisions of the DCP. The DCP shall become an integral part of the City Contract for the design, permitting and construction of the Mexico Beach Amphitheater.

2.2 Design and Permitting Services

- a) The Design and Permitting Services shall consist of all work necessary for the preparation of final design plans and specifications for all the Project Site as specifically listed and described in Section 3, Project Scope and Construction Requirements.
- b) The Design Build Contractor shall be responsible for providing one (1) concept plan and one (1) complete set of the final plans, to include the amphitheater building plans for City to review prior to the Contractor applying for a building permit. The City shall have the option to request modifications to the plans during this phase. Once final, the Design Build Contractor shall provide one (1) complete set of signed and sealed construction plans that the Contractor will submit with the building permit application to the building official in order to obtain the building permit. All drawings shall be drawn with AutoCAD or similar computer drafting software.
- c) Upon receiving and approval of final plans, specifications, and permits from the Design Build Contractor, the City shall issue a Notice of Commencement for the construction of the Mexico Beach Amphitheater.
- d) As a part of the Construction Contract Documents, the Design Build Contractor shall prepare and provide to the City the complete Submittal Schedule & Shop Drawing Schedule consisting of all shop drawings and submittals called for in the Project Plans & Specifications.
- e) The City shall be given ten (10) working days to complete the review of shop drawings and any other submittals. The Design Build Contractor shall include this review time in his or her schedule. If the City takes longer than 10 working days to review the plans and submittals, the City will approve additional days to the contract. However, incomplete or substandard plans or submittals that require excessive review time by City staff or City Engineer will not result in additional time added to the contract.

2.3 Construction Services

The Design Build Contractor shall provide all materials, equipment, and labor necessary to construct the Mexico Beach Amphitheater, as specifically described in the final construction contract documents prepared by the Design Builder's Engineer of Record and based on and in

compliance with the DCP. The work shall include but not be limited to the following: new construction and demolition; all trades associated with site work; electric power; grading; concrete work; roofing; amphitheater construction/assembly, electrical, fire protection systems (if needed); and all other construction and installation work necessary for the proper construction of the Mexico Beach Amphitheater.

- a) **Licensing Requirements.** The Design Build Contractor and all his / her subcontractors shall be properly licensed as provided by applicable federal, state and local laws and regulations. The Design Builder shall verify that all his/ her subcontractors are properly licensed.
- b) **Insurance Requirements.** The Design Builder shall be properly insured as defined in the Request for Proposal (RFP).
- c) **Indemnification.** The Design Builder shall comply with indemnification requirements as specifically provided in the RFP.
- d) **Bonding Requirements.** The Design Builder shall provide the City with payment and performance bonds as provided in the RFP, as a condition of issuance of Notice to Proceed for the construction of the Mexico Beach Amphitheater.
- e) **Safety.** The Design Build Contractor shall be solely responsible for ensuring the safety of its crews, employees, and subcontractors, along with the safety of the public, when performing the work required under the contract. The Design Build Firm shall especially exercise caution while operating heavy equipment and conducting excavations.
- f) **Communication.** This project requires communications at two distinct, but equally important, levels. First there is communication between the City and the Design Build Contractor. It is the City's expectation that there will be a high level of collaboration between the constructors and designers. The second level of communication is between the City staff and the Design Build Contractor. It will be unacceptable for the Design Team to withdraw or reduce its participation in the project once the release for construction plans is completed. The Design Build Contractor's Engineer of Record and/or other team designers shall be engaged in the project through completion.
- g) **Construction Schedule.** The Design Build Contractor shall develop an acceptable Schedule and Progress Report, which shall be submitted to the City within 10 days after the issuance of the Notice to Proceed. A detailed Gantt chart shall be used that includes the project's critical path. The Design Build Firm shall be required to submit updated progress reports with each payment request.
- h) **Meetings.** The project shall have the following meetings at the minimum:
 - Preconstruction Conference Meeting to ensure all parties understand the project requirements and expectations and to introduce the project team. In addition to Design Build Contractor, all major sub-consultants are required to attend. Design issues are not covered in this meeting.
 - Progress Meetings to be held by the project site location as needed. An updated construction schedule shall be provided at each meeting.

- i) **Schedule of Values.** The Design Build Contractor shall provide the City with a schedule of values for the design phase of the project at the preconstruction meeting. The Design Build Contractor shall include in the schedule of values the various stages of construction and trades work. This will form the basis for tracking the value of work completed when submitting pay requests.
- j) **Submittals.** The Design Build Contractor shall submit a digital copy of the shop drawings, concrete mix design and other submittals to the City. The City's staff or City Engineer's review of the submittals is to check for general conformance with the design criteria of the project and general compliance with the information given in the contract documents.
- k) **Existing Utilities.** It shall be the responsibility of the Design Build Contractor to notify each of the parties at least five (5) working days prior to construction and request that the location of their respective utility or material be located and staked in the field. The Design Build Contractor is reminded that the law of the State of Florida requires him to notify any utility company which may have underground lines in the work area at least 48-hours in advance of any digging operation. The Design Build Contractor shall contact Sunshine State One-Call of Florida, Inc. (SSOCOF) (1-800-432-4770) to request that it locate all facilities owned by the utilities which participate in this locator program. Failure by the Contractor to call SSOCOF prior to digging shall obligate the Design Build Contractor for any damage to participating utility company facilities and associated repair costs thereto. It is the Design Build Contractor's responsibility to request line rubber protection (when needed) from Duke Energy at least ten (10) working days in advance.

2.4 Federal Regulations

No federal funds will be used for this project. However, the Design Build Contractor shall be responsible for compliance with all federal and state laws applicable to this project, including laws and regulations pertaining to authorization to work in the United States of America.

END SECTION 2.0

Section 3.0 – Project Scope and Construction Requirements

3.1 General

The plans and specifications incorporated within the DCP have been prepared for the Design Build Firm to utilize for the design, permitting and construction of the Mexico Beach Amphitheater at Parker Park. The Design Build Contractor shall review these plans and specifications and make necessary changes and modifications to comply with the soil and groundwater conditions at the proposed location of the Mexico Beach Amphitheater. The City has procured or obtained a signed and sealed Topographical Survey and Geotechnical Report.

In addition, the Design Build Contractor shall be responsible for all changes and modifications necessary to comply with the changes and modifications to the current Florida Building Code and Supplement. This project shall be designed and constructed in accordance with the most current Florida Building Code and Florida Accessibility Code.

The Design Build Contractor shall then sign, seal, and date reviewed and modified, as necessary, plans in compliance with the provisions of the applicable laws and rules of the State of Florida governing Engineers, Architects, and Landscape Architects.

3.2 Overview

The City of Mexico Beach is wanting to construct an amphitheater that is utilized by the city as a venue at Parker Park. It is the intention of this DCP to find a Design Build Contractor that can design and construct an amphitheater approximately 15'x30' in size. The Design Build Contractor shall be responsible for complete construction including amphitheater construction drawings to include electrical and structural design as it pertains to the amphitheater as well as the concrete slab and supporting footers. The Design Build Contractor will be responsible for the building erection, electrical service connection, installation and distribution, and all other work associated with complete construction. The Design Build Contractor shall hire consultants as necessary to determine the building wind loads, structural engineering, foundation design and any other required architectural/engineering work required by the Florida Building Code. The City of Mexico Beach is providing a Conceptual Site Layout (Appendix D).

3.3 Project Site

- a) **Location of the Mexico Beach Amphitheater.** The City owns approximately 4.30 acres parcel of land located at 2500 HWY 98 E, Mexico Beach 32456, Parcel I.D. 4132-000-000.
- b) **Topographical Survey.** The Topographical Survey has been completed by Buchanan & Harper, Inc., which included the field work and prepared maps in the electronic format (AutoCAD) as well as hard copies signed, dated and sealed by a Professional Land Surveyor. This Topographical Survey Map for the Mexico Beach Amphitheater is made an integral part of the DCP as Appendix F.
- c) **Geotechnical Exploration Report.** The City has obtained the Geotechnical Exploration Report No. M124-120-911, dated September 30th, 2024, prepared by Magnum Engineering, for the proposed Mexico Beach Amphitheater site. This report has been

prepared in accordance with the amphitheater location as dictated by the City and signed, sealed and dated by a Geotechnical Engineer registered in the State of Florida. This Report has been incorporated into the DCP as Appendix E. The Design Build Contractor is responsible for identifying and performing any additional geotechnical investigation, analysis, and design dictated by the project needs. If the Design Build Contractor determines that the attached geotechnical report findings are adequate for use, the Design Build Contractor will assume all liability for that decision. If additional geotechnical work and findings are accomplished a signed and sealed copy of the report shall be provided to the City's Engineer along with the plan submittal.

- d) **Environmental Site Assessment Report.** There is no Environmental Site Assessment Report required for this project.
- e) **Permitting.** The City of Mexico Beach will obtain all Environmental Resource Permits if needed and Development Order (if required). The Design/Build Contractor shall be responsible for obtaining the building permit. The Contractor shall pay for the building permit fee and any impact fees.
- f) **Site Storm Water Management System.** A stormwater management system is not required for this project. The Design Build Contractor will be responsible for implementing BMPs to ensure there is no added stormwater runoff.
- g) **Off-Site Utilities.** An existing 18" water main and a 12" sewer force main is located along Highway 98. These utilities will not be needed for this project. Provision will need to be made to bring power to the amphitheater.

3.4 Amphitheater Design

- a) **Amphitheater.** The Contractor is to provide design-build services to construct an amphitheater, approximately 15'x30' in size, other sizes of amphitheaters may be proposed for consideration by the City. The City would like an amphitheater with a curved roof that slopes up towards the audience for acoustic performance, and a column layout that is smaller in the back of the amphitheater and widens out towards the audience. Amphitheater examples are included as Appendix G. Choices to be made on powder coat color, wood stain color, and metal roof colors or any other finish options shall be selected by City staff from the manufacturer's standard selections. The building finishes shall come with the manufacturer's standard warranty. A Florida licensed engineer shall perform the wind load and structural design. Provide structural design meeting the requirements of the Florida Building Code (FBC) and ASCE 7-22 for wind loads. The Design Build Contractor shall provide a 1-year warranty for construction defects and workmanship. The roofing manufacturer shall provide, at minimum, a 20-year extended roof warranty.
- b) **Building Foundation.** Building foundation shall be a slab on grade. Elevated foundations can be proposed for consideration by the City. A Florida licensed engineer shall perform the foundation design sufficient to support the loads determined by the Design Build Contractor's structural engineer. Provide structural design meeting the requirements of the most current Florida Building Code (FBC) and that is signed and sealed by a Professional Engineer licensed in the State of Florida. In general, the foundation is to be a minimum six (6) inch thick slab on grade with spread footers or continuous footers, if necessary. Contractor shall form and place building column footers and slab on grade.

- c) **Mechanical and Plumbing.** No Mechanical or Plumbing will be required as part of this scope of services.
- d) **Electrical.** The amphitheater will require the appropriate amperage and voltage service to accommodate general lighting as well as stage lighting and sound equipment. At minimum a single phase, 400-amp camlock connect switch will be required. Unless otherwise required by code, electrical power, controls, and lighting shall be designed and installed by a Florida licensed electrical contractor.

The plans shall have the general layout of electrical outlets, electrical switches, and shall be in accordance with NEC. All electrical receptacles in areas exposed to water should be of a weatherproof type and protected by a ground fault interrupter. Each column needs to include (2) 20-amp outdoor NEMA enclosure rated receptacles.

- e) **Landscaping.** No landscaping will be required for this project. The Design Build Contractor is responsible for returning all areas of the site back to pre-construction condition which means replacing damaged grass with sod or replacing any other landscape area.
- f) **Parking.** No parking areas will be required for this project.
- g) **Final Acceptance.** The Design Build Contractor shall, at all times, keep the premises free from accumulation of waste materials or rubbish. At or prior to substantial completion of construction the Design Build Contractor shall remove all waste materials and rubbish from the building site.
- h) **Warranties, Operations, and Maintenance Manuals.** Provide all warranties and operation and maintenance manuals for the amphitheater and any other products installed. Bind all data and label "OPERATION AND MAINTENANCE MANUAL", project name, and subject matter of contents. Provide the manufactures information to include listing of spare parts and copies of any maintenance service agreements. Provide any specialty tools required for any building system.

3.5 Project Narrative

- a) **Project Design.** The Design Build Contractor shall provide a preliminary plan and project narrative of what is being proposed. This shall include, but not limited to:
 - Amphitheater dimensions
 - Frame material
 - Roofing material
 - Foundation type and dimensions
 - Electrical requirements and locations of electrical components
- b) **Project Team.** The Design Build Contractor shall provide a list of consultants, subcontractors, and the amphitheater manufacturer and supplier (if other than the Design Build Contractor).

Project Schedule and Cost Estimate. Provide a schedule showing the proposed time to design, deliver and construct the amphitheater. If the Contractor proposes a pre-engineered amphitheater, the schedule should show the work that will be completed while awaiting the pre-engineered amphitheater's off site construction and delivery. It is estimated this project will take approximately 180 days to complete at a cost of approximately \$130,000.00

END SECTION 3.0

INSURANCE REQUIREMENTS

1. LOSS CONTROL/SAFETY

a. Precaution shall be exercised at all times by the Contractor for the protection of all persons, including employees, and property. The Contractor shall be expected to comply with all laws, regulations or ordinances related to safety and health, shall make special effort to detect hazardous conditions and shall take prompt action where loss control/safety measures should reasonably be expected.

b. The City may order work to be stopped if conditions exist that present immediate danger to persons or property. The Contractor acknowledges that such stoppage will not shift responsibility for any damages from the Contractor to the City.

c. The Contractor acknowledges that unauthorized possession, use or threat of use of weapons or firearms is not permitted on City property, including Contractor's vehicles.

2. INSURANCE - BASIC COVERAGES REQUIRED

The Contractor shall procure and maintain the following described insurance on policies and with insurers acceptable to City. Current Insurance Service Office (ISO) policies, forms, and endorsements or equivalents, or broader, shall be used where applicable.

These insurance requirements shall not limit the liability of the Contractor. The insurance coverages and limits required of Contractor under this Agreement are designed to meet the minimum requirements of City and the City does not represent these types or amounts of insurance to be sufficient or adequate to protect the Contractor's interests or liabilities. Contractor alone shall be responsible to the sufficiency of its own insurance program.

The Contractor shall be solely responsible for all of its property, including but not limited to any materials, labor, temporary facilities, equipment and vehicles, and for obtaining adequate and appropriate insurance covering any damage or loss to such property. The Contractor expressly waives any claim against City arising out of or relating to any damage or loss of such property, even if such damage or loss is due to the fault or neglect of the City or anyone for whom the City is responsible.

The Contractor's deductibles/self-insured retention's shall be disclosed to City and are subject to City's approval. They may be reduced or eliminated at the option of City. The Contractor is responsible for the amount of any deductible or self-insured retention. Any deductible or retention applicable to any claim or loss shall be the responsibility of Contractor and shall not be greater than \$25,000, unless otherwise agreed to, in writing, by City.

Insurance required of the Contractor or any other insurance of the Contractor shall be considered primary, and insurance of City shall be considered excess.

WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY INSURANCE
COVERAGE

The Contractor shall purchase and maintain workers' compensation and employers' liability insurance for all employees engaged in the Work, in accordance with the laws of the State of Florida, and, if applicable to the Work, shall purchase and maintain Federal Longshoremen's and Harbor Workers' Compensation Act Coverage. Limits of coverage shall not be less than:

\$1,000,000	Limit Each Accident
\$1,000,000	Limit Disease Aggregate
\$1,000,000	Limit Disease Each Employee

The Contractor shall also purchase any other coverage required by law for the benefit of employees.

The Contractor shall provide to City an Affidavit stating that it meets all the requirements of Florida Statute 440.02 (15) (d).

COMMERCIAL GENERAL LIABILITY COVERAGE

Contractor shall purchase and maintain Commercial General Liability Insurance on a full occurrence form. Coverage shall include, but not be limited to, Professional Liability, Premises and Operations, Personal Injury, Contractual Liability for this Agreement, Independent Contractors, Broad Form Property Damage, Products and Completed Operation Liability Coverages. Limits of coverage shall not be less than:

Bodily Injury, Property Damage & Personal Injury Liability	\$1,000,000	Combined Single Limit Occurrence, and Aggregate Limit
	\$1,000,000	

The Contractor shall add City as an additional insured through the use of Insurance Service Office Endorsements No. CG 20.10.10.01 and No. CG 20.37.10.01 wording or equivalent, or broader, an executed copy of which shall be attached to or incorporated by reference on the Certificate of Insurance to be provided by Contractor pursuant to the requirements of the Contract Documents.

BUSINESS AUTOMOBILE LIABILITY COVERAGE

The Contractor shall purchase and maintain Business Automobile Liability Insurance as to ownership, maintenance, use, loading and unloading of all of Contractor's owned, non-owned, leased, rented or hired vehicles with limits not less than:

Bodily Injury & Property Damage	\$500,000	Combined Single Limit
	Each Accident	Limit

ADDENDUM ACKNOWLEDGEMENT

I acknowledge receipt of the following addenda:

ADDENDUM NO. _____	DATED _____
ADDENDUM NO. _____	DATED _____
ADDENDUM NO. _____	DATED _____
ADDENDUM NO. _____	DATED _____

Name of Firm: _____

Authorized Signature: _____

Printed Name: _____

Title: _____

Date: _____

It is the responsibility of the firm to ensure that they have received addendums if issued. Review the City's website or call 850-648-5700 or email Emily Thomasee, ethomasee@anchorcei.com or Tammy Brunson at t.brunson@mexicobeachfl.gov prior to submitting your bid to ensure that you have received addendums.

ANTI-COLLUSION CLAUSE

Firm certifies that their response is made without prior understanding, agreement or connection with any Corporation, Firm or person submitting a response for the same services and is in all respects fair and without collusion or fraud.

Name of Firm: _____

Authorized Signature: _____

Printed Name: _____

Title: _____

Date: _____

CONFLICT OF INTEREST DISCLOSURE FORM

For purposes of determining any possible conflict of interest, all firms, must disclose if any City of Mexico Beach, employee(s), elected officials(s), of if any of its agencies is also an owner, corporate officer, agency, employee, etc., of their firm.

Indicate either "yes" (a City employee, elected official, or agency is also associated with your firm), or "no". If yes, give person(s) name(s) and position(s) with your firm.

YES _____

NO _____

NAME(S)

POSITION(S)

Name of Firm: _____

Authorized Signature: _____

Printed Name: _____

Title: _____

Date: _____

DRUG FREE WORKPLACE
Section 287.087 Florida Statutes

Preference shall be given to businesses with drug-free workplace programs. Whenever two or more Bids, which are equal with respect to price, quality, and service, are received by the State or by any political subdivision for the procurement of commodities or contractual services, a Bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process.

Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under Bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under Bid, the employees will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by an employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

Name of Firm: _____

Authorized Signature: _____

Printed Name: _____

Title: _____

Date: _____

E-VERIFY

Vendor/Consultant acknowledges and agrees to the following: Vendor/Consultant 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 Vendor/Consultant during the term of the Contract to perform employment duties within Florida; and
2. All persons, including subcontractors, assigned by the Vendor/Consultant to perform work pursuant to the contract with the Department.

Name of Firm: _____

Authorized Signature: _____

Printed Name: _____

Title: _____

Date: _____

**SWORN STATEMENT UNDER SECTION 287.133(3)(a),
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES**

This Form Must Be Signed And Sworn To In The Presence Of A Notary Public Or Other Official Authorized To Administer Oaths And Submitted With The Bid

1. This sworn statement is submitted to _____
by _____
For _____

Whose business address is _____

and (if applicable) its Federal Employer Identification Number (FEIN) is _____
(if the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement): _____

2. I understand that a "public entity crime" as defined in Section 287.133 (1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency of political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or such an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

I understand that "convicted" or "conviction" as defined in Paragraph 287.133 (1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.

3. I understand that "affiliate" as defined in Paragraph 287.133 (1)(a) , Florida Statutes, means:
- (a.) A predecessor or successor of a person or a corporation convicted of a public entity crime, or
 - (b.) An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes officers, directors, executives, partners, shareholders, employees, members and agents who are active in the management of an affiliate. The ownership by one person of shares constituting

a controlling interest in another person, or a pooling agreement of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

4. I understand that a "person" as defined in Paragraph 287.133 (1)(e), Florida Statute, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter in to a binding contract and which bids or applied to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "persons" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

5. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. [indicate which statement applies.]

_____ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Office of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vender list. [Attach a copy of the final order].

6. I understand by my execution of this document, I acknowledge that the entity submitting this sworn statement has informed by the City of Mexico Beach, of the terms of Section 287.133(2)(a) of the Florida Statutes which read as follows:

"A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to 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, supplier, subcontractor, or consultant under a contract with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list."

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1(ONE) ABOVE IS FOR THE PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

By: _____

Print name: _____

Its: _____

Sworn to and subscribed before me this _____ day of _____, 20____.

Personally known _____ OR Produced identification _____

Notary Public- State of _____

My commission expires _____

[printed, typed or stamped
Commissioned Name of Notary Public]

**APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING
(for bids of \$100,00 or more)**

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned Contractor certifies, to the best of his or her knowledge, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form- LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 *et seq.*, apply to this certification and disclosure, if any.

CONTRACTOR NAME: _____

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date _____

AGREEMENT

THIS AGREEMENT is made and entered into this ____ day of _____, 2025, by and between the **CITY OF MEXICO BEACH, FLORIDA**, a municipal corporation (City) and _____ (Contractor).

PREMISES

1. SCOPE OF SERVICES

Contractor will provide all materials and labor required to deliver the Scope of Work published as part of the Request for Proposals. The Request for Proposals is incorporated herein as a part of this Agreement.

If the Contractor believes that any particular work/service is not within the scope of work/service of the contract, is a material change, or will otherwise require more compensation to the Contractor, the Contractor must immediately notify the City's Representative in writing of this belief. If the City's Representative believes that the particular work/service is within the scope of the contract as written, the Contractor will be ordered to and shall continue with the work/service as changed and at the cost stated for the work/service within the scope. The Contractor must assert its right to an adjustment under this clause within thirty (30) days from the date of receipt of the written order.

2. COMPENSATION

As compensation for the services contemplated herein and performance rendered by Contractor of its duties and obligations hereunder, City shall pay Contractor according to the Bid Form and Request for Proposals.

- a. Extra and/or Additional Work Changes. Should City at any time during the progress of said work request any alterations, deviations, additions or omissions from said specifications or other contract documents, it shall be at liberty to do so by written authorization to Contractor, and the same shall in no way affect or make void the Agreement. The value of such will be added to or deducted from the contract bid price, as the case may be, by a fair and reasonable valuation.

3. PAYMENT

The "closure date" for work to be invoiced for payment shall be the 30th of each calendar month, except February where it shall be the 28th. The Contractor shall

**CITY OF MEXICO BEACH – REQUEST FOR PROPOSALS NO. 2025-04
MEXICO BEACH AMPHITHEATER AT PARKER PARK PROJECT**

submit an itemized invoice to the City for the amount of work satisfactorily completed as of the closure date. The invoice(s) shall be delivered to the end user departments no later than three days after the closure date of each calendar month.

4. TERM

Unless terminated sooner pursuant to the provision of the Termination clauses contained in paragraph 5, and subject to the availability of funds appropriated for this purpose, this Agreement shall take effect on the day and year first above written for an initial term of one year.

5. TERMINATION OF CONTRACT

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.

6. COMPLIANCE WITH LAWS.

The Contractor shall be responsible to know and to apply all applicable federal and state laws, all local laws, ordinances, rules, regulations, and all orders and decrees of bodies or tribunals having jurisdiction or authority which in any manner affect the work, or which in any way affect the conduct of the work. Contractor shall always observe and comply with all such laws, ordinances, rules, regulations, orders, and decrees. The Contractor shall protect and indemnify City of Mexico Beach and all its officers, agents, servants, or employees against any claim or liability arising from or based on the violation of any such law, ordinance, rule, regulation, order, or decree caused or committed by Contractor, its representatives, sub-contractors, sub-consultants, professional associates, agents, servants, or employees. Additionally, Contractor shall obtain and maintain at its own expense all licenses and permits to conduct business pursuant to this contract from the federal government, State of Florida, Bay County, or municipalities when legally required, and maintain same in full force and effect during the term of the contract.

7. WARRANTY

The Contractor agrees that, in addition to any manufacturer's warranty, for one year after completion of the work, Contractor will immediately repair or replace defective equipment, materials, supplies found by the City. For the roof, a 20-year extended roof warranty is required.

8. INSURANCE AND INDEMNIFICATION

- a. Contractor shall at its expense maintain in force during the Term the insurance policies required by the Request for Proposals. All such insurance shall name the City, its officers, employees and agents as additional insured.
- b. All coverage maintained by Contractor pursuant to Subparagraph (a) shall be provided by companies registered and licensed to sell insurance in the state of Florida and which may legally provide the coverage set forth herein, and shall be provided by companies reasonably satisfactory to the City and in form and substance reasonably satisfactory to the City, and shall provide that coverage will not be subject to cancellation, termination, revocation or material change except after thirty (30) days' prior written notice to the City.
- c. Within thirty days of the date of this agreement, and in no event less than seventy two hours (72) hours prior to the Term, and thereafter upon the written request of the City, Contractor shall furnish to the City such certificates of coverage and certified copies of policies pursuant to subparagraph (a). In order to satisfy this provision, the documentation required by this part must be sent to t.brunson@mexicobeachfl.gov (cc: Emily Thomasee ethomasee@anchorcei.com) or the following address: City of Mexico Beach, Attn: City Clerk, 201 Paradise Path Mexico Beach, Florida 32456.
- d. Contractor shall indemnify and hold harmless and defend the City and its officers, employees, agents and representatives from and against any and all damages, lawsuits, liabilities, claims, costs and expenses including reasonable attorney's fees ("Damages") arising in whole or in part from: (i) the occupation, use or maintenance of the sites by Contractor or anyone claiming by, through or under Contractor; or (ii) the breach of any of Contractor's representations, warranties, covenants or agreements hereunder, including any Damages arising from the combined fault of Contractor and City, but excluding any Damages arising solely from the negligence or willful misconduct of the City. The covenants contained in this paragraph shall survive the termination of this Agreement.
- e. If any third-party claim is made against the City that, if sustained, would give rise to indemnification liability of the Contractor under this Agreement, the City shall promptly cause notice of the claim to be delivered to the Contractor and shall afford the Contractor and its counsel, at the Contractor's sole expense, the opportunity to join in defending or compromising the claim. The covenants contained in this paragraph shall survive the termination of this Agreement.

9. ATTORNEY'S FEES

In the event of any litigation hereunder, each party shall be responsible for its own attorney's fees and court costs at all trial and appellate levels and at any mediation or arbitration.

10. TIME

The original scope of work under this contract must be completed by Contractor within 180 days of the date of this Contract. Time is of the essence in this Agreement.

11. FORCE MAJEURE

The Contractor's failure or inability to perform the stated scope of services at any time as a result of circumstances beyond its control, such as, but not limited to, war, terrorism, strikes, fires, floods, hurricanes, acts of God, power failures, or damage or destruction of any facility related thereto, shall not be deemed a breach of this Agreement.

12. REMEDIES

In the event of failure of the Contractor to deliver services in accordance with the contract terms and conditions, the City, after due written notice, may procure the services from other sources and hold the Contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies that the City may have. All rights and remedies conferred upon the parties in this Agreement shall be cumulative and in addition to those available under the laws of the State of Florida.

13. ASSIGNMENT

This Agreement is not assignable.

14. SEVERABILITY

**CITY OF MEXICO BEACH – REQUEST FOR PROPOSALS NO. 2025-04
MEXICO BEACH AMPHITHEATER AT PARKER PARK PROJECT**

In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

15. MODIFICATIONS

No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by the City and Contractor.

16. WAIVER

Failure by the City to enforce any provision of this Agreement shall not be deemed a waiver of the provision or modification of this Agreement. A waiver by the City of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

17. NOTICES

Any notice required by this Agreement shall be directed to the parties as follows:

- a. As to City:
Chris Truitt, City Administrator
c.truitt@mexicobeachfl.gov
201 Paradise Path
Mexico Beach, Florida 32410
(850) 648-5700

- b. As to Contractor: _____
Contract Representative: _____
Title/Position: _____
Email address: _____
Mailing address: _____
Phone: _____ Cell: _____

18. ENTIRE AGREEMENT

**CITY OF MEXICO BEACH – REQUEST FOR PROPOSALS NO. 2025-04
MEXICO BEACH AMPHITHEATER AT PARKER PARK PROJECT**

The Request for Proposals, this Agreement, and any exhibits or appendixes attached hereto and incorporated herein, constitutes the entire agreement between parties pertaining to the subject matter hereof, and supersedes all prior and contemporaneous agreements, understandings, negotiations and discussions of the parties, whether oral or written, and there are no representations, warranties, covenants or other agreements among them.

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

CONTRACTOR NAME

By: _____

Print Name: _____

Title: _____

ATTEST:

Tammy Brunson, City Clerk

THE CITY OF MEXICO

BEACH, FLORIDA,

a municipal corporation

By: _____

Richard Wolff, Mayor

**CITY OF MEXICO BEACH – REQUEST FOR PROPOSALS NO. 2025-04
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APPENDIX A

CITY'S TAX-EXEMPT CERTIFICATE



Consumer's Certificate of Exemption

Issued Pursuant to Chapter 212, Florida Statutes

DR-14
R. 01/18

85-8012557543C-9	05/31/2022	05/31/2027	MUNICIPAL GOVERNMENT
Certificate Number	Effective Date	Expiration Date	Exemption Category

This certifies that

CITY OF MEXICO BEACH
201 PARADISE PATH
MEXICO BEACH FL 32456-7197

is exempt from the payment of Florida sales and use tax on real property rented, transient rental property rented, tangible personal property purchased or rented, or services purchased.



Important Information for Exempt Organizations

DR-14
R. 01/18

1. You must provide all vendors and suppliers with an exemption certificate before making tax-exempt purchases. See Rule 12A-1.038, Florida Administrative Code (F.A.C.).
2. Your *Consumer's Certificate of Exemption* is to be used solely by your organization for your organization's customary nonprofit activities.
3. Purchases made by an individual on behalf of the organization are taxable, even if the individual will be reimbursed by the organization.
4. This exemption applies only to purchases your organization makes. The sale or lease to others of tangible personal property, sleeping accommodations, or other real property is taxable. Your organization must register, and collect and remit sales and use tax on such taxable transactions. Note: Churches are exempt from this requirement except when they are the lessor of real property (Rule 12A-1.070, F.A.C.).
5. It is a criminal offense to fraudulently present this certificate to evade the payment of sales tax. Under no circumstances should this certificate be used for the personal benefit of any individual. Violators will be liable for payment of the sales tax plus a penalty of 200% of the tax, and may be subject to conviction of a third-degree felony. Any violation will require the revocation of this certificate.
6. If you have questions about your exemption certificate, please call Taxpayer Services at 850-488-6800. The mailing address is PO Box 6480, Tallahassee, FL 32314-6480.

CITY OF MEXICO BEACH – REQUEST FOR PROPOSALS NO. 2025-04
MEXICO BEACH AMPHITHEATER AT PARKER PARK PROJECT



APPENDIX B

BID PROPOSAL FORM

**CITY OF MEXICO BEACH – REQUEST FOR PROPOSALS NO. 2025-04
MEXICO BEACH AMPHITHEATER AT PARKER PARK PROJECT**

BID PROPOSAL RFP NO: 2024-04

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 Mexico Beach.

In compliance with the PREQUEST FOR PROPOSALS, BIDDER hereby proposes to perform work associated with the **MEXICO BEACH AMPHITHEATER AT PARKER PARK** project at certain locations within the City of Mexico Beach as identified in the Instruction to Bidders of this Contract Document and Construction Drawings, as described in this BID, complete in every detail. Please see BID-FORM next page 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 (Total Base Bid Amount) 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: _____

**CITY OF MEXICO BEACH – REQUEST FOR PROPOSALS NO. 2025-04
MEXICO BEACH AMPHITHEATER AT PARKER PARK PROJECT**

BASE BID FORM					
Bid Item #	Description	Qty	Unit	Cost	Total
1. Design					
1.1	Design Services	1	LS	\$	\$
2. General Conditions					
2.1	Mobilization/Demobilization	1	LS	\$	\$
2.2	Performance and Payment Bonds	1	LS	\$	\$
2.3	Construction Testing	1	LS	\$	\$
2.4	Demolition	1	LS	\$	\$
3. Construction					
3.1	Foundation Construction	1	LS	\$	\$
3.2	Amphitheater Construction	1	LS	\$	\$
3.3	Electrical & Lighting Construction	1	LS	\$	\$
4. As-Builts					
4.1	As-Built Record Drawings/Closeout	1	LS	\$	\$
TOTAL BASE BID (sum of Sections 1 through 4)					\$

Notes:

- Bid Items listed above are further detailed in the *Measurement and Payment* Section of this Request for Proposal package.

END OF BID FORM

BID BOND

BY THIS BOND, we _____ as
Principal and _____, a corporation,
as Surety, are bound to the City of Mexico Beach, Florida, as OWNER, in the sum of \$
_____ for the payment of which we bind ourselves, our heirs, personal
representatives, successors, and assigns, jointly and severally. THE CONDITION of this
bond is such that:

1. The Principal has submitted to the OWNER a certain BID dated _____
_____.

2. If said BID shall be rejected, or, if said BID shall be accepted and the Principal shall execute and deliver a Contract and furnish bonds for the faithful performances of work and for the payment of all persons performing labor and furnishing materials in connection therewith and shall fulfill all other aspects created by the acceptance of said BID, then this obligation shall be void. Otherwise, this bond shall remain in full force and effect with it being expressly understood and agreed that the liability of the Surety and for any and all claims hereunder shall, in no event, exceed the amount of this obligation. This Surety, for value received, hereby stipulates, and agrees that the obligations of said Surety and this bond shall, in no way, be impaired or affected by any extension of time within which the OWNER may accept such BID; and Surety hereby waives notice of any such extension. Signed, sealed, and delivered in three counterparts on
CORPORATE PRINCIPAL

By: _____

Attest: _____

Its: _____

Seal: _____

Acknowledged and subscribed on _____,
before the undersigned authority by _____, as the _____ of the
Corporation named as _____ Principal and with due
authorization of the Corporation.

Notary Public

SURETY

By: _____

Attest: _____

Countersigned: By: _____

Seal:

Attorney-in-Fact, State of Florida



APPENDIX C

SPECIFICATIONS

SPECIAL PROVISIONS

PART 1 - GENERAL

1.01 CONSTRUCTION AREAS

- A. The CONTRACTOR shall:
1. Limit use of the construction areas for work and for storage to allow for:
 - a. Work by other contractors.
 - b. Utilities Use.
 - c. OWNER use.
 - d. Public use.
 2. Coordinate use of Work site under direction of Project Representative.
 3. Assume full responsibility for the protection and safekeeping of materials and products under this Contract, stored on or off the site.
 4. Move any stored products, under CONTRACTOR's control, which interfere with operations of the OWNER, Utilities, or any separate contractor.
 5. Obtain and pay for the use and protection of additional lay down areas needed for operations.

1.02 SPECIFICATIONS

- A. All Work called for in the Specifications applicable to this Contract, but not shown on the plans in their present form, or vice versa, shall be of like effect as if shown or mentioned in both. Work not specified in either the plans or the Specifications but involved in carrying out their intent or in the complete and proper execution of the Work is required and shall be performed by the CONTRACTOR as though it were specifically delineated or described.
- B. The apparent silence of the specifications as to any detail, or the apparent omission from them of a detailed description concerning any Work to be done and materials to be furnished, shall be regarded as meaning that only the best general practice is to prevail and that only material and workmanship of the best quality is to be used, and interpretation shall be made on the basis of these specifications.

- C. The inclusion of the General Requirements (or work specified elsewhere) in the General part of the specifications is only for the convenience of the CONTRACTOR and shall not be interpreted as a complete list of related Specification Sections.

1.03 WORK PROGRESS

- A. The CONTRACTOR shall construct the Work as shown on the drawings and provide equipment which will be efficient, appropriate, and large enough to secure a satisfactory quality of work and a rate of progress which will ensure the completion of the Work within the Contract Time.
- B. If at any time project execution appears to be inefficient, inappropriate, or insufficient for securing the quality of Work required or for producing the necessary rate of progress, the Project Representative may request the CONTRACTOR to increase the efficiency, change the character or increase the project equipment, and the CONTRACTOR shall conform to such request.
- C. Failure of the Project Representative to give such request shall in no way relieve the CONTRACTOR of its obligations to secure the quality of the work and rate of progress required.

1.04 PRIVATE LAND

- A. The CONTRACTOR shall not enter or occupy private land outside of the construction site or easements, except by written permission of the landowner.

1.05 WORK LOCATIONS

- A. Structures, pipelines, and equipment shall be substantially located as indicated on the Drawings, but the ENGINEER through the Project Representative reserves the right to make such modifications in locations as may be found desirable to avoid interference with existing structures or for other reasons.

1.06 OPEN EXCAVATIONS

- A. All open excavations shall be adequately safeguarded by the CONTRACTOR by providing temporary barricades, caution signs, lights and other appropriate means to prevent accidents to persons and damage to property.
- B. The CONTRACTOR shall, at its own expense, provide suitable and safe bridges and other crossings for accommodating travel by pedestrians and workmen.

- C. Bridges provided for access during construction shall be removed when no longer required.
- D. The length or size of excavation will be controlled by the particular surrounding conditions. The Project Representative may require special construction procedures such as limiting the length of the open trench, prohibiting the stacking of excavated material in the street, or requiring that the trench shall not remain open overnight.
- E. The CONTRACTOR shall take precautions to prevent injury to the public due to open trenches. All trenches, excavated material, equipment, or other obstacles which could be dangerous to the public shall be properly signed, appropriately barricaded at all times, and well lit.
- F. The CONTRACTOR shall adhere to the requirements of Chapter 553 Part III of the Florida Statutes entitled Trench Safety Act and The United States Department of Labor Occupational Safety and Health Administration (O.S.H.A.) Excavation Safety Standards 29 CFRs 1926.650 Subpart P.

1.07 TEST PITS

- A. Test pits for the purpose of locating all known and unknown underground pipelines, utilities, or structures in advance of the construction shall be excavated and backfilled by the CONTRACTOR at the direction of the Project Representative.
- B. Test pits shall be immediately backfilled after their purpose has been satisfied and the surface restored and maintained in a manner satisfactory to the Project Representative.
- C. No separate payment will be made for such test pit obligations.

1.08 CARE AND PROTECTION OF PROPERTY

- A. The CONTRACTOR shall be responsible for the preservation of all public and private property and shall use every precaution necessary to prevent damage thereto.
 - 1. If any direct or indirect damage is done to public or private property by or on account of any act, omission, neglect, or misconduct in the execution of the Work on the part of the CONTRACTOR, such property shall be restored by the CONTRACTOR, at its expense, to a condition similar or equal to that existing before the damage was done or make good the damage in other manner acceptable to the OWNER and Project Representative.

- B. All sidewalks, mailboxes, and driveways which are disturbed by the CONTRACTOR's operations shall be restored to their original construction or better and in accordance with best practice and the requirements of the Contract Documents.
- C. Along the location of this Work, all fences, walks, bushes, trees, shrubbery, and other physical features shall be protected and restored in a thoroughly workmanlike manner.
 - 1. Fences and other features removed by the CONTRACTOR shall be replaced in the location and by the date indicated by the Project Representative.
 - 2. All grass areas beyond the limits of construction which have been damaged by the CONTRACTOR shall be regraded, seeded, and re-established as before damage.
- D. Trees close to the work shall be boxed or otherwise protected against injury.
 - 1. The CONTRACTOR shall trim all branches that are liable to be damaged because of construction operations, but in no case shall any tree be cut or removed without prior notification or written approval of the Project Representative.
 - 2. All injuries to bark, trunk, limbs, and roots of trees shall be repaired by dressing, cutting, and painting according to appropriate methods, using only appropriate tools and materials.
 - 3. All landscaping to be removed shall be documented and replaced with like kind or better and re-established as before removal.
 - 4. All palm trees shown on plans shall be spaded out, protected, temporarily stored, and replaced to their same location(s).
- E. The protection, removal, and replacement of existing physical features along the line of Work shall be a part of the Work under the Contract, and all costs in connection therewith shall be included in the lump sum prices.

1.09 PROTECTION AND RELOCATION OF EXISTING STRUCTURES AND UTILITIES

- A. The CONTRACTOR shall assume full responsibility for the protection of all public or private buildings, structures, and utilities, including poles, signs, services to buildings, utilities in the street, gas pipes, water pipes, hydrants, sewers, storm drains and electric and telephone cables, whether or not they are shown on the Drawings.

1. The CONTRACTOR shall carefully support and protect all such structures and utilities from injury of any kind.
 2. Any damage resulting from the CONTRACTOR's operations, or any of its subcontractors, shall be repaired at its expense.
- B. The CONTRACTOR shall bear full responsibility for obtaining all locations of underground structures and utilities (including existing water services, drain lines and sewers). Services to buildings shall be maintained, and all costs or charges resulting from damage thereto shall be paid by the CONTRACTOR.
- C. Protection and temporary removal and replacement of existing utilities and structures shall be a part of the Work under the Contract and all costs in connection therewith shall be included in the lump sum price.
- D. The CONTRACTOR shall be responsible to maintain water, telephone, power, cable TV, sewer, gas, and other related utilities throughout construction at no additional cost to OWNER.
- E. The CONTRACTOR shall fully cooperate with all private and public utilities during the installation of new facilities or relocation of existing facilities. The CONTRACTOR shall coordinate its work accordingly and shall have no claim except for time extension for delays associated with the proposed utility improvements.

1.10 WATER FOR CONSTRUCTION PURPOSES

- A. In locations where public water supply is available, the CONTRACTOR may purchase water for construction purposes.
- B. The express approval of the OWNER shall be obtained before using water.
1. Waste of water by the CONTRACTOR shall be sufficient cause for withdrawing the privilege of unrestricted use.
 2. Hydrants shall only be operated under the supervision of the appropriate utility personnel.
- C. All water drawn from a public water supply shall be metered using a meter supplied by the appropriate utility, and CONTRACTOR shall pay OWNER based on water usage according to such metering.

1.11 MAINTENANCE OF FLOW

- A. The CONTRACTOR shall at its own cost, provide for the flow of sewers, drains and water courses interrupted during the progress of the work, and shall immediately cart away and remove all offensive matter.

- B. The entire procedure of maintaining existing flow shall be fully coordinated with the Project Representative in advance of the interruption of any flow.

1.12 CLEANUP AND DISPOSAL OF EXCESS MATERIAL

- A. During the course of the Work, the CONTRACTOR shall keep the construction site in a reasonably clean and neat condition.
 - 1. The CONTRACTOR shall dispose of all residues resulting from the construction Work and, at the conclusion of the Work, shall remove and haul away any surplus excavation, broken pavement, lumber, equipment, temporary structures, and any other refuse remaining from the construction operations.
 - 2. The CONTRACTOR shall leave the entire site of the Work in a neat, orderly, and restored condition.
- B. In order to prevent environmental pollution arising from the construction activities related to the performance of this Contract, the CONTRACTOR and its subcontractors shall comply with all applicable federal, state and local laws and regulations concerning waste material disposal, as well as any other specific requirements stated elsewhere in these Specifications or the Contract Documents.

1.13 MAINTENANCE OF ACCESS

- A. Portions of the Work are located in developed areas requiring access for fire, police, emergency, and other city, state, or federal agencies to be provided and at least one free lane must be available at all times for all traffic.
- B. The CONTRACTOR shall arrange operations in these areas to meet these requirements and secure approval or operating procedures from the City of Parker (OWNER) or Florida Department of Transportation (FDOT) as the case may be.

1.14 MAINTENANCE OF TRAFFIC

- A. Open pits, trenches, unpaved streets, debris, or other obstructions due to construction that will prevent the normal flow of traffic during an extended construction stoppage, for any reason, shall be minimized.
- B. In the event an extended construction stoppage is found to be necessary CONTRACTOR shall, at its own expense, maintain normal traffic flow during extended construction stoppage.

- C. All excavated material shall be placed so that vehicular and pedestrian traffic may be maintained at all times.
- D. If construction operations cause traffic hazards, the CONTRACTOR shall repair the road surface, provide temporary roadways, erect wheel guards or fences, or take other satisfactory measures for safety, subject to approval by the Project Representative.
- E. Detours around construction areas will be subject to the approval of the Project Representative. Where detours are permitted, the CONTRACTOR shall provide all necessary barricades and signs as required by the Project Representative to divert the flow of traffic. While traffic is detoured, the CONTRACTOR shall expedite construction operations and the Project Representative will strictly control periods when traffic is being detoured.

1.15 CONNECTION TO WORK BY OTHERS

- A. If construction by others occurs at the same time and in the same areas as Work being done under this Contract, the CONTRACTOR shall conduct operations as follows:
 - 1. Force Mains, Reuse Mains and Water Mains:
 - a. If shown on the Drawings, pipelines constructed under this Contract may be connected to pipelines to be built by others.
 - b. Pipelines built under this Contract will be connected to pipelines constructed by others by removing the plugs at both ends of the pipeline segment and making the connection.
 - c. If the pipelines have not been constructed by others, the pipeline under this Contract shall be laid to the required line and grade, terminated with a plugged connection, precisely at the location of the connection indicated on the Drawings, and then backfilled and marked with a stake and the connection made later as specified in sub-paragraph "b" above.

1.16 PROTECTION OF CONSTRUCTION AND EQUIPMENT

- A. All newly constructed Work shall be carefully protected from any injury or damage. The CONTRACTOR shall not allow any wheeling or walking or placing of heavy loads on any newly constructed Work. All portions injured or damaged shall be reconstructed by the CONTRACTOR at its own expense.
- B. All structures shall be protected in a manner approved by the Project Representative. If, in the final inspection of the work, any defects, faults or omissions are found, the CONTRACTOR shall cause the same to be

repaired or removed and replaced by proper materials and workmanship without extra compensation by OWNER for the materials and labor required. Further, the CONTRACTOR shall be fully responsible for the satisfactory maintenance and repair of the construction and other work undertaken herein, for at least the guarantee period described in the Contract.

- C. The CONTRACTOR shall take all necessary precautions to prevent damage to any structure due to water pressure during and after construction and until such structure is accepted and taken over by the OWNER.
- D. The CONTRACTOR shall maintain the work during construction and until the project is accepted.
 - 1. Such maintenance shall constitute continuous and effective work executed daily, with adequate equipment, and forces in order that the roads or structures are kept in satisfactory condition at all times.
 - 2. In the case of a contract for the placing of a previously constructed course or subgrade, the CONTRACTOR shall maintain the previous course or subgrade during all construction operations.
- E. All cost of maintenance work during construction and before the project is accepted shall be included in the contract price and the CONTRACTOR will not be paid an additional amount for such work.

1.17 WORKING HOURS

- A. Regular working hours are defined as up to 10 hours per day, Monday through Friday, beginning no earlier than 7:00 a.m. and ending no later than 5:00 p.m., excluding holidays.
- B. The CONTRACTOR shall not work on holidays.
- C. The Contract Time shall not be extended due to holidays falling within the Contract Time.
- D. All Work performed by the CONTRACTOR is subject to observation at all times by the OWNER and its agents, including the Project Representative.
- E. Requests to work outside of the defined regular working hours must be submitted in writing to the Project Representative, at least 48 hours prior to any proposed weekend work or scheduled extended workweeks.
- F. Periodic unscheduled overtime on weekdays will be permitted provided that 2 hours' notice is provided to the Project Representative. Maintenance of the CONTRACTOR's equipment and cleanup may be performed during hours other than regular working hours.

- G. The CONTRACTOR shall reimburse the OWNER for additional engineering and/or inspection costs incurred as a result of overtime work in excess of the regular working hours.
1. At OWNER'S option, overtime costs may either be deducted from the CONTRACTOR's monthly payment request or deducted from the CONTRACTOR's retention prior to release of final payment.
 2. Engineering/Inspection costs shall be calculated at the following rates:
 - a. Professional ENGINEER \$215.00
 - b. Project ENGINEER \$185.00
 - c. Sr. Field Representative \$115.00
 - d. Field Representative \$95.00

1.18 MEETINGS

- A. Immediately after awarding the Contract but before construction Work begins, the CONTRACTOR shall attend a preconstruction conference as scheduled by the Project Representative to review construction aspects of the project and to provide required preconstruction submittals and other documentation.
- B. In addition, the CONTRACTOR shall, as needed, attend weekly meetings scheduled by the Project Representative to discuss Contract progress, near term scheduled activities, including utility relocations, as well as problems and proposed solutions. If requested, the CONTRACTOR shall submit a 2-week planning schedule at each weekly meeting, showing the work planned for the next 2 weeks in bar chart format, identifying current and planned activities and related contract schedule work activities, including subcontractor work. The planning schedule shall designate all activities that are controlling work items as determined by the currently accepted contract schedule.
- C. The CONTRACTOR shall also attend other meetings as may be required by OWNER or Project Representative from time to time to discuss, coordinate, and resolve specific issues, problems, change orders or disputes.

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION (Not Applicable)

END OF SECTION 01046

**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. Clearing, grubbing, and grading.
 - 2. Replacement and/or repair of existing utilities damaged during construction.
 - 3. Trench excavation, including necessary pavement removal, rock removal, muck removal and restoration unless a separate bid item is listed in the Bid Form.
 - 4. Ditch and swale restoration.
 - 5. Structural fill, backfill and grading.

6. Foundation and borrow materials.
 7. Maintaining the existing quality of service during construction.
 8. 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 1.0 – DESIGN

1. Payment for all work included under this bid item will be made at the lump sum price bid for design of the amphitheater as well as coordination with all design professionals (electrical engineer, structural engineer, etc.)

B. BID ITEM 2.1 - 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, 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.
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.

C. BID ITEM 2.2 –PERFORMANCE AND PAYMENT BONDS

1. Payment for this bid item shall be made at the lump sum price bid for all bonds and insurance policies 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.

D. BID ITEM 2.3 – 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 and local standards.
2. Payment shall include all testing necessary for construction of the improvements indicated in plans to include, but not limited to, concrete testing and additional geotechnical testing.
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.

E. BID ITEM 2.4 – Demolition

1. Payment for this item shall be made based on percentage of work completed.
2. Payment for the work included under this bid item shall be made at the lump sum price bid for, but not limited to, the following: demolition, hauling, tipping fees, removal of existing structures, exiting utilities, clearing, grubbing, etc. as required under the contract documents.
3. Payment shall include all material, labor, equipment, and incidentals necessary to perform demolition.

4. Payment shall constitute complete compensation for all labor, materials, and equipment necessary to complete this work item.

F. BID ITEM 3.1 – FOUNDATION CONSTRUCTION

1. Payment for the work included under this bid item shall be made at unit bid price for construction the foundation as required under the contract documents.
2. Payment shall include all material, labor, equipment, and incidentals necessary to install the building foundation as designed by the CONTRACTOR and CONTRACTOR's design team to include, but not limited to the following: excavation, compaction, forming, pouring, reinforcement, etc.
3. Payment shall constitute complete compensation for all labor, materials, and equipment necessary to complete this work item.

G. BID ITEM 3.2 – AMPHITHEATER CONSTRUCTION

1. Payment for the work included under this bid item shall be made at unit bid price for constructing a new 15'x30' amphitheater.
2. Payment shall constitute complete compensation for all labor, materials, and equipment necessary to complete this work item to include, but not limited to slab or other flooring, vertical structures, roofing, etc.

H. BID ITEM 3.3 – ELECTRICAL & LIGHTING INSTALLATIONS

1. Payment for the work included under this bid item shall be made at the lump sum price for electrical and lighting as required under the contract documents.
2. Payment shall include all material, labor, equipment, and incidentals necessary to outfit the amphitheater with necessary electrical and lighting components.
3. Payment shall constitute complete compensation for all labor, materials, and equipment necessary to complete this work item.
4. Full payment will be made after testing and strength requirements are confirmed.

I. BID ITEM 4.1 – AS BUILT RECORD DRAWINGS AND CLOSEOUT TO OWNER

5. Payment for the work included under this bid item shall be made at

the lump sum price for as-built record drawings as required under the contract documents.

6. Payment shall include all material, labor, equipment, and incidentals necessary to complete as-built record drawings, O&M Manuals, warranty documents, and any other closeout documents.
7. Payment shall constitute complete compensation for all labor, materials, and equipment necessary to complete this work item.
8. Full payment will be made after as-builts have been submitted to and reviewed by the CITY ENGINEER.

END OF SECTION 01150

**SECTION 01300
SUBMITTALS**

PART 1 - GENERAL

1.01 REQUIREMENTS INCLUDED

- A. The CONTRACTOR shall submit to the ENGINEER for review such working drawings, shop drawings, test reports and data on materials and equipment (hereinafter in this Section called "Data"), and material samples (hereinafter in this Section called "Samples") as are required for the proper control of work, including but not limited to those working drawings, shop drawings, Data and Samples for materials and equipment specified elsewhere in the Specifications and in the Contract Drawings.
- B. The CONTRACTOR shall note that there are specific submittal requirements in other sections of these Specifications.
- C. The CONTRACTOR is to maintain an accurate updated submittal log and shall bring this log to each scheduled progress meeting with the PROJECT REPRESENTATIVE and the ENGINEER. This log shall be organized using the ten (10) character numbering system in subparagraph 1.6 F. This log should include the following items:
 - 1. Submittal Description and File Number assigned.
 - 2. Date to ENGINEER.
 - 3. Date returned to CONTRACTOR (from ENGINEER).
 - 4. Status of Submittal
 - a. No Exceptions Taken
 - b. Furnish with Changes Noted
 - c. Amend and Resubmit
 - d. Rejected
 - 5. Date of Resubmittal and Return (as applicable).
 - 6. Date material released (for fabrication).
 - 7. Projected date of fabrication.
 - 8. Projected date of delivery to site.
 - 9. Status of O&M submittal.

1.02 SHOP DRAWINGS

- A. When used in the Contract Documents, the term “shop drawings” shall be considered to mean CONTRACTOR’s plans for material and equipment which become an integral part of the Project. These drawings shall be complete and detailed and shall consist of the following:
1. Fabrication.
 2. Erection and setting drawings and schedule drawings.
 3. Manufacturer’s scale drawings.
 4. Bills of material.
 5. Wiring and control diagrams.
 6. Inspection and test reports and certifications as applicable to the Work.
- B. All details on shop drawings submitted for approval shall clearly show the elevations of the various parts to the main members and lines of the structure and/or equipment, and where correct fabrication of the Work depends upon field measurements, such measurements shall be made and noted on the shop drawings before being submitted for approval.
- C. See Shop Drawing Schedule requirements in Subparagraph 1.7 CONTRACTOR’S RESPONSIBILITY.

1.03 PRODUCT DATA

- A. Product data as specified in individual sections, include, but are not necessarily limited to the following, as applicable to the Work:
1. Standard prepared data for manufactured products (sometimes referred to as catalog data), such as the manufacturer’s product specification and installation instructions.
 2. Availability of colors and patterns.
 3. Manufacturer’s printed statements of compliances and applicability.
 4. Roughing-in diagrams and templates.
 5. Catalog cuts.
 6. Product photographs.
 7. Standard wiring diagrams.

8. Printed performance curves and operational-range diagrams.
9. Production or quality control inspection and test reports and certifications.
10. Mill reports.
11. Product operating and maintenance instructions and recommended spare-parts listing storage instructions.
12. Printed product warranties.

1.04 WORKING DRAWINGS

- A. When used in the Contract Documents, the term “working drawings” shall be considered to mean the CONTRACTOR’s plans for temporary structures such as temporary bulkheads, support of open cut excavation, support of utilities, groundwater control systems, forming and false work; for underpinning; and for such other work as may be required for construction but does not become an integral part of the Project.
- B. Working drawings shall be signed and sealed by a registered Professional ENGINEER, currently licensed to practice in the State of Florida and shall convey, or be accompanied by, calculations or other sufficient information to completely explain the structure, machine, or system described and its intended manner of use.
- C. Prior to commencing such Work, working drawings must have been reviewed without specific exceptions by the ENGINEER. Such review will be for general conformance and will not relieve the CONTRACTOR in any way from his responsibility with regard to the fulfillment of the terms of the Contract.
- D. All risks of error are assumed by the CONTRACTOR; the OWNER and ENGINEER shall have no responsibility, therefore.

1.05 SAMPLES

- A. General:
 1. The CONTRACTOR shall furnish, for the approval of the ENGINEER, samples required by the Contract Documents or requested by the ENGINEER.
 2. Samples shall be delivered to the ENGINEER as specified or requested and in quantities and sizes as specified.
 3. A minimum of two samples of each item shall be submitted unless otherwise specified.

4. The CONTRACTOR shall prepay all shipping charges on samples.
 5. Materials or equipment for which samples are required shall not be used in the Work until approved by the ENGINEER.
- B. Samples specified in individual sections, include, but are not necessarily limited to physical examples of the Work as applicable such as:
- a. Sections of manufactured or fabricated work.
 - b. Small cuts or containers of materials.
 - c. Complete units of repetitively used products.
 - d. Color/texture/pattern swatches and range sets.
 - e. Specimens for coordination of visual effect.
 - f. Graphic symbols.
 - g. Units of Work to be used by the ENGINEER or Project Representative for independent inspection and testing.
- C. The CONTRACTOR shall prepare a transmittal letter in triplicate for each shipment of samples to the ENGINEER.
1. The CONTRACTOR shall enclose a copy of this letter with the shipment and send a copy of this letter to the Project Representative.
 2. Approval of a sample shall be only for the characteristics or use named in such approval and shall not be construed to change or modify any Contract requirements.
- D. Approved samples not destroyed in testing shall be sent to the ENGINEER or stored at the site of the Work. Materials and equipment incorporated in the Work shall match the approved samples.
- E. Samples which fail testing or are not approved will be returned to the CONTRACTOR at their expense, if so, requested at time of submission.

1.06 SUBMITTAL REQUIREMENTS

- A. The CONTRACTOR shall review, approve, and submit, with reasonable promptness and in such sequence as shown on the Shop Drawing Submittal Schedule so as to cause no delay in the Contract Work or in the Work of the OWNER or any separate contractor, all shop drawings, product data, working drawings and samples required by the Contract Documents.

- B. The CONTRACTOR shall submit digital copies of all shop drawings for the CITY ENGINEER to review.
- C. All submittals shall be directly transmitted to the CITY ENGINEER.
- D. Shop drawings, product data, working drawings and samples shall be furnished with the following information:
 - 1. Number and title of the drawing.
 - 2. Date of drawing or revision.
 - 3. Name of project building or facility.
 - 4. Name of contractor, subcontractor, and manufacturer submitting drawing.
 - 5. Clear identification of contents, location of the work, and the sheet numbers where the product is found in the contract drawings.
 - 6. CONTRACTOR Certification Statement.
 - 7. Submittal Identification Number.
 - 8. Contract Drawing Number Reference.
 - 9. A certification by the CONTRACTOR that states the following:
 - a. I hereby certify that the (equipment) (material) (article) shown and marked in this submittal is in compliance with the Contract Drawings and Specifications, can be installed in the allocated space, will be stored in accordance with the manufacturer's recommendations and the Specifications, and is submitted for approval.
- E. In accordance with Subparagraph 1.7 A, each shop drawing, working drawing, sample, and catalog data submitted by the CONTRACTOR shall have affixed to it the following Certification Statement, signed by the CONTRACTOR:
 - 1. Certification Statement:
 - a. By this submittal, I hereby represent that I have determined and verified all field measurements, field construction criteria, materials, dimensions, catalog numbers, and similar data and I have checked and coordinated each item with other applicable approved shop drawings and all contractor requirements.

F. The CONTRACTOR shall utilize a 10-character submittal identification numbering system in the following manner:

1. The first character shall be a D, S, P, M, or R, which represents Shop/Working Drawing and other Product Data (D), Sample (S), Preliminary Submittal (P), Operating/Maintenance Manual (M), or Request for Information (R).
2. The next five digits shall be the applicable Specification Section Number.
3. The next three digits shall be the numbers 001 to 999 to sequentially number each item or drawing submitted under each specific section number.
4. The last character shall be a number 1 to 10, indicating the submission, or resubmission of the same Drawing, i.e., 1=1st submission, 2=2nd submission, 3=3rd submission, etc. A typical submittal number would be as follows:

D 03300-008.2:

D = Shop Drawing
03300 = Specification Section for Concrete
008 = The eighth submittal under this specification section
2 = The second submission (first resubmission) of that particular shop drawing.

G. The CONTRACTOR shall submit a copy of each submittal transmittal sheet (for shop drawings, product data, working drawings and samples) to the Project Representative simultaneously with the CONTRACTOR's submission of said drawings, data, samples, or manual packages to the ENGINEER.

H. All items specified are not necessarily intended to be a Manufacturer's standard product.

1. Variations from specified items will be considered on an "or equal" basis.
2. If submittals show variations from Contract requirements because of standard shop practice or for other reasons, the CONTRACTOR shall describe such variations in the letter of transmittal and on the shop drawings along with notification of intent to seek contract adjustment.
3. If acceptable, proper adjustment in the Contract shall be implemented where appropriate.

4. If the CONTRACTOR fails to describe such variations, responsibility will not be waived for executing the Work in accordance with the Contract, even though such drawings have been reviewed.
 5. Variations submitted but not described may be cause for rejection.
 6. Any variations initiated by the CONTRACTOR will not be considered as an addition to the scope of work unless specifically noted and then approved as such in writing by the ENGINEER.
- I. Data on materials and equipment shall include materials and equipment lists giving, for each item thereon, the name and location of the supplier or manufacturer, trade name, catalog reference, material, size, finish, and all other pertinent data.
 - J. For all mechanical and electrical equipment furnished, the CONTRACTOR shall provide a list including the equipment name, and address and telephone number of the manufacturer's representative and service company so that service and/or spare parts can be readily obtained. In addition, a maintenance and lubrication schedule for each piece of equipment shall be submitted.
 - K. The CONTRACTOR shall use the color "green" to make his remarks on the Submittals. Only the ENGINEER will utilize the color "red" in marking submittals.
 - L. Facsimiles or copies of facsimiles will not be accepted for review.

1.07 CONTRACTOR'S RESPONSIBILITY

- A. It is the duty of the CONTRACTOR to check, and coordinate with the work of all trades, all drawings, data, schedules, and samples before submitting them to the ENGINEER for review.
- B. Each and every copy of any drawing or data sheet larger than 11-inch by 17-inch shall bear CONTRACTOR's stamp showing that they have been so checked and approved.
- C. Drawings or data sheets 11-inch by 17-inch and smaller shall be bound together in an orderly fashion and bear the CONTRACTOR's stamp on the cover sheet.
- D. The cover sheet shall fully describe the packaged data and include a list of all sheet numbers within the package.
- E. Shop drawings submitted to the ENGINEER without the CONTRACTOR's stamp will be returned to the CONTRACTOR, without review at the ENGINEER's option, for conformance with this requirement.

- F. The CONTRACTOR shall review shop drawings, product data, and Samples prior to submission to determine and verify the following:
1. Field measurements.
 2. Field construction criteria.
 3. Manufacturer's catalog numbers and similar data.
 4. Conformance with Specifications.
- G. Shop drawings shall indicate any deviations in the submittal from the requirements of the Contract Documents.
- H. Shop Drawing Schedule:
1. At a time decided upon at the preconstruction meeting, the CONTRACTOR shall furnish to the Project Representative and ENGINEER, a Shop Drawing Schedule fixing the respective dates for the initial submission of shop and working drawings, the beginning of manufacture, testing, and installation of materials, supplies and equipment.
 2. This schedule shall be provided as a separate entity and indicate those submittals that are critical to the progress schedule.
- I. The CONTRACTOR shall prepare and sufficiently transmit each submittal in advance of performing the related work or other applicable activities, or within the time specified in the individual Work sections of the Specifications, so that the installation will not be delayed by processing times including disapproval and resubmittal (if required), coordination with other submittals, testing, purchasing, fabrication, delivery, and similar sequenced activities. No extension of time will be authorized because of the CONTRACTOR's failure to transmit complete and acceptable submittals sufficiently in advance of the Work.
- J. The CONTRACTOR shall not begin any Work affected by a submittal returned not approved.
1. Before starting this Work, all revisions must be corrected by the CONTRACTOR.
 2. After resubmittal they will be reviewed and returned by the ENGINEER.
 3. If approved or approved as noted, then the CONTRACTOR may begin this Work.

4. Any corrections made to the shop drawings are to be followed without exception.
- K. The CONTRACTOR shall submit to the ENGINEER all shop drawings and data sufficiently in advance of construction requirements to provide no less than 21 calendar days for review from the time the ENGINEER receives them. No less than 30 calendar days will be required for major equipment that requires review by more than one engineering discipline.
- L. The CONTRACTOR shall be responsible for and bear all cost of damages which may result from the ordering of any material or from proceeding with any part of Work prior to the review and approval by ENGINEER of the necessary shop drawings.
- M. All shop drawings, product data, working drawings and samples submitted by subcontractors for approval shall be sent directly to the CONTRACTOR for checking. The CONTRACTOR shall be responsible for their submission according to the approved shop drawing schedule so as to prevent delays in delivery of materials and project completion.
- N. The CONTRACTOR shall check all subcontractor's shop drawings, product data, working drawings and samples regarding measurements, size of members, materials, and details to satisfy himself that they are in conformance to the Contract Documents. Shop drawings found to be inaccurate or otherwise in error shall be returned to the subcontractors for correction before submission to the ENGINEER.
- O. Requests for Information (RFI) shall be submitted on a standard form through the Project Representative. RFIs shall indicate their importance to the timely completion of the project. RFIs will be processed as a shop drawing unless there is an urgent need for immediate response.

1.08 ENGINEER'S REVIEW OF SHOP DRAWINGS, PRODUCT DATA, WORKING DRAWINGS AND SAMPLES

- A. The ENGINEER's review is for general conformance with the design concept and contract drawings.
 1. Markings or comments shall not be construed as relieving the CONTRACTOR from compliance with the contract plans and specifications or from departures therefrom.
 2. The CONTRACTOR remains responsible for details and accuracy, for coordinating the Work with all other associated work and trades, for selecting fabrication processes, for techniques of assembly, and for performing work in a safe manner.

- B. The review of shop drawings, data, and samples will be general. They shall not be construed:
1. As permitting any departure from the Contract requirements.
 2. As relieving the CONTRACTOR of responsibility for any errors, including details, dimensions, and materials.
 3. As approving departures from details furnished by the ENGINEER, except as otherwise provided herein.
- C. If the shop drawings, data or samples as submitted describe variations per Subparagraph 1.6H (above referenced) and show a departure from the Contract requirements which the ENGINEER finds to be in the interest of the OWNER and to be so minor as not to involve a change in Contract Price or Contract Time for performance, the ENGINEER may return the reviewed drawings without noting an exception.
- D. Submittals will be returned to the CONTRACTOR under one of the following codes:
1. Code Descriptions:
 - Code 1:** “**NO EXCEPTIONS TAKEN**” is assigned when there are no notations or comments on the submittal. When returned under this code the CONTRACTOR may release the equipment and/or material for manufacture.
 - Code 2:** “**FURNISH WITH CHANGES NOTED**” is assigned when notations or comments have been made on the submittal pointing out minor discrepancies as compared with the Contract Documents. Resubmittal or confirmation is not necessary prior to release for manufacturing.
 - Code 3:** “**AMEND AND RESUBMIT**” is assigned as a combination of codes when the submittal is in noncompliance with the Contract Documents and must be corrected and the entire package resubmitted. This code generally means that the equipment or material cannot be released for manufacture unless the CONTRACTOR takes full responsibility for providing the submitted items in accordance with Contract Documents.
 - Code 4:** “**REJECTED**” is assigned when the submittal does not meet the intent of the Contract Documents. The CONTRACTOR must resubmit the entire package revised to bring the submittal into conformance. It may

be necessary to resubmit using a different manufacturer/vendor to meet the Contract Documents.

Code 5: “**COMMENTS ATTACHED**” is assigned where there are comments attached to the returned submittal which provide additional data to aid the CONTRACTOR.

Code 6: “**FOR YOUR INFORMATION**” is assigned when the package provides information of a general nature that may or may not require a response.

2. Codes 1 through 4 designate the status of the reviewed submittal.
3. Code 5 shows there is an attachment which contains additional data.
4. Code 6 is used as may be necessary.

E. Resubmittals:

1. Resubmittals will be handled in the same manner as first submittals.
2. On resubmittals the CONTRACTOR shall direct specific attention, in writing on the letter of transmittal and on resubmitted shop drawings by use of revision triangles or other similar methods, to revisions other than the corrections requested by the ENGINEER on previous submissions.
3. Any such revisions which are not clearly identified shall be made at the risk of the CONTRACTOR.
4. The CONTRACTOR shall make corrections to any Work done because of this type of revision that is not in accordance with the Contract Documents as may be required by the ENGINEER.

F. If the CONTRACTOR considers any correction indicated on the shop drawings to constitute a change to the Contract Documents, the CONTRACTOR shall give written notice thereof to the Project Representative at least 7 working days prior to release for manufacture.

G. The ENGINEER will review a submittal a maximum of two times, after which cost of review will be borne by the CONTRACTOR. The cost of engineering shall be equal to the ENGINEER’s charges to the OWNER under the terms of the ENGINEER’s agreement with the OWNER.

H. When the shop drawings have been completed to the satisfaction of the ENGINEER, the CONTRACTOR shall carry out the construction in accordance therewith and shall make no further changes therein except upon written instructions from the ENGINEER.

I. Partial Submittals:

1. Partial submittals may not be reviewed.
2. The ENGINEER will be the only judge as to the completeness of a submittal.
3. Submittals not complete will be returned to the CONTRACTOR and will be considered "Not Approved" until resubmitted.
4. The ENGINEER may, but is not required to, provide a list, or mark the submittal directing the CONTRACTOR to the areas that are incomplete.

1.09 PROFESSIONAL ENGINEER (P.E.) CERTIFICATION FORM

- A. If specifically required in other sections of these Specifications, the CONTRACTOR shall submit a P.E. Certification for each item required.

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION (Not Applicable)

END OF SECTION 01300

**SECTION 01705
PROJECT CLOSEOUT**

PART 1 - GENERAL

1.01 RELATED DOCUMENTS

- A. Drawings and general provisions of Contract apply to work of this section.

1.02 DESCRIPTION OF REQUIREMENTS

- A. Definitions:

1. Closeout is hereby defined to include general requirements near the end of Contract Time, in preparation for final acceptance, final payment, normal termination of Contract, and similar actions evidencing completion of the Work.
2. Specific requirements for individual units of work are specified elsewhere in these Specifications.
3. Time of closeout is directly related to "Substantial Completion," and therefore, may be either a single time period for entire work or a series of time periods for individual parts of the work which have been certified as substantially complete at different dates.
4. That time variation (if any) shall be applicable to other provisions of this section.

1.03 PREREQUISITES FOR SUBSTANTIAL COMPLETION

- A. General:

1. Prior to requesting ENGINEER's inspection for the Certificate of Substantial Completion (for either the entire work completed, or portions of the work completed), complete the following and list known exceptions in request:
 - a. Submit an Application for Payment, coinciding with or first following date claimed, show either 100% completion for portion of work claimed as "substantially complete" or list incomplete items, value of incompleteness, and reasons for being incomplete.
 - b. Submit supporting documentation for completion to ENGINEER as indicated in these Contract Documents.
 - c. Submit statement showing accounting of changes to the Contract Sum to ENGINEER.

- d. Submit pending insurance change-over requirements to OWNER.
- e. Submit special warranties, workmanship/maintenance bonds, maintenance agreements, final certifications, and similar documents to ENGINEER and OWNER.
- f. Prepare and submit releases enabling OWNER's full and unrestricted use of the work and access to services and utilities, including (where required) operating certificate, and similar releases to the ENGINEER and OWNER.
- g. Submit record drawings, operation and maintenance manuals, and similar final record information to the ENGINEER and OWNER.
- h. Deliver tools, spare parts, extra stocks of materials, and similar physical items to the OWNER.
- i. Make final change-over of locks and transfer keys to OWNER and advise OWNER's personnel to change-over in security provisions, if applicable.
- j. Perform start-up testing of systems and provide the OWNER's operating/maintenance personnel with instructions on the use and testing of systems.
- k. Discontinue and remove (or change over to OWNER) all temporary facilities and services, along with construction tools and facilities, mock-ups, and similar elements from the project site.
- l. Complete final cleanup of project site to include touch-up painting of marred surfaces, construction debris removed from site, and any other restoration to pre-construction conditions needed for the site.

B. Inspection Procedures:

1. Upon receipt of CONTRACTOR's request, the ENGINEER will either proceed with inspection or advise CONTRACTOR of unfulfilled prerequisites which require CONTRACTOR's attention.
2. Following initial inspection, the ENGINEER will either prepare the Certificate of Substantial Completion or advise the CONTRACTOR of work which must be performed prior to issuance of certificate; and repeat inspection when requested and assured that work has been substantially completed.

3. Results of completed inspection will form initial "punch- list" for final acceptance.

1.04 PREREQUISITES FOR FINAL ACCEPTANCE

A. General:

1. Prior to requesting ENGINEER's final inspection for the Certificate of Final Acceptance as well as the final payment, as required by General Conditions (Section 00100), complete the following and list known exceptions (if any) in request:
 - a. Submit final payment request with final releases and supporting documentation not previously submitted and accepted. Include certificates of insurance for products and completed operations where required.
 - b. Submit updated final statement, accounting for additional (final) changes to the Contract Sum.
 - c. Submit consent of surety.
 - d. Submit final liquidation damages settlement statement, acceptable to the OWNER.
 - e. Revise and submit evidence of final continuing insurance coverage complying with insurance requirements.

B. Reinspection Procedure:

1. Upon receipt of CONTRACTOR's notice that the work has been completed, including punch-list items resulting from earlier inspections, and excepting incomplete items delayed because of acceptable circumstances, the ENGINEER will reinspect the Work.
2. Upon completion of reinspection, the ENGINEER will either prepare a Certificate of Final Completion or will advise the CONTRACTOR of work not completed or unfulfilled obligations as required for final acceptance. If necessary, procedure will be repeated.

1.05 RECORD DOCUMENT SUBMITTALS

A. General:

1. Specific requirements for record documents are indicated in individual sections of these specifications. Other requirements are indicated in General Conditions. General submittal requirements are indicated in Section 01300 (Submittals).

2. Do not use record documents for construction purposes; protect from deterioration and loss in a secure fire-resistive location; provide access to record documents for ENGINEER's reference during normal working hours.

B. Record Drawings:

1. Maintain a set of contract drawings and shop drawings in clean, undamaged condition, with mark-up of actual installations which vary substantially from the work as originally shown.
2. Mark whichever drawing is most capable of showing "field" condition fully and accurately; however, where shop drawings are used for mark-up, record a cross-reference at corresponding location on working drawings.
3. Mark with red erasable pencil and, where feasible, use other colors to distinguish between variations in separate categories of work.
4. Mark-up new information which is recognized to be of importance to the OWNER but was for some reason not shown on either the Drawings or Shop Drawings. Give particular attention to concealed work, which would be difficult to measure and record at a later date.
5. Note related Change Orders where applicable.

C. Record Specifications:

1. Maintain one copy of specifications, including Addenda, Change Orders and similar modifications issued in printed form during construction, and mark-up variation (of substance) in actual work in comparison with text of Specifications and modifications as issued.
2. Give particular attention to substitutions, selection of options, and similar information on work where it is concealed or cannot otherwise be readily discerned at a later date by direct observation.
3. Note related Record Drawing information and product data, where applicable.
4. Submit completed mark-up to ENGINEER for OWNER's records upon project completion.

D. Operation and Maintenance Manuals:

1. Organize and prepare four sets of operating and maintenance manuals into suitable sets of manageable size and bind into individual binders properly identified and indexed (thumb tabbed).

2. Include emergency instructions, spare parts listing, copies of all warranties, wiring diagrams, recommended "turn-around" cycles, inspection procedures, shop drawings, product data, and similar applicable information.

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION

3.01 CLOSEOUT PROCEDURES

A. General Operating and Maintenance Instructions:

1. Arrange for each installer of work requiring continuing operating or maintenance to meet with OWNER's personnel, at project site, to provide basic instructions needed for proper operation and maintenance of entire work.
2. Include instructions from manufacturer's representatives where installers are not expert in the required procedures.
3. Review operation and maintenance manuals, record documentation, tools, spare parts and materials, lubricants, fuels, identification systems, control sequences, hazards, cleaning, and similar procedures and facilities.
4. Demonstrate start-up, shut-down, emergency operations, noise and vibration adjustments, safety, economy/efficiency adjustments, energy effectiveness, and similar operations for operational equipment.
5. Review operations and maintenance in relation with applicable warranties, agreements to maintain, bonds, and similar continuing commitments.

3.02 FINAL CLEANING

A. General:

1. Special cleaning for specific units of work is specified in other sections. The following are examples, but not by way of limitation, of cleaning levels required:
2. Remove labels which are not required as permanent labels.
3. Wipe surfaces of mechanical and electrical equipment clean and remove excess lubrication and other substances.

4. Clean project site (yard and grounds), including landscape development areas, of litter and foreign substances.
5. Sweep paved areas to a broom-clean condition; remove stains, Petro-chemical spills, and other foreign deposits.
6. Rake grounds which are neither planted nor paved, to a smooth, even- textured surface.

B. Compliances:

1. Comply with safety standards and governing regulations for cleaning operations.
2. Do not burn waste materials at or on project site, bury debris or excess materials on OWNER's property, or discharge volatile or other harmful or dangerous materials into drainage systems.
3. Remove waste materials from site and dispose of in a lawful manner.
4. Dispose of extra materials of value remaining after completion of the associated work has become the OWNER's property, to OWNER' best advantage as directed.

END OF SECTION 01705



ATTACHMENT D

CONCEPTUAL DRAWING



ATTACHMENT E

GEOTECHNICAL REPORT



ATTACHMENT F

TOPOGRAPHIC SURVEY



ATTACHMENT G

DESIGN EXAMPLES



ATTACHMENT H

STATEMENT OF EXPERIENCE

STATEMENT OF EXPERIENCE

This form shall be completed in its entirety and submitted to the OWNER's representative as part of the Proposal. The City of Mexico Beach will be the sole judge in determining the score of the prospective contractor in regard to experience. If the CONTRACTOR will be utilizing a SUBCONTRACTOR for any portion of this project, please indicate below and complete the specific section referenced. Part 3 shall be completed by the entity (either CONTRACTOR or SUBCONTRACTOR) designing and building the amphitheater.

- CONTRACTOR WILL SELF-PERFORM CONSTRUCTION

- CONTRACTOR WILL UTILIZE SUBCONTRACTOR TO PERFORM CONSTRUCTION

PART 1: CONTRACTOR CONTACT INFORMATION

Company Name: _____

Address: _____

Phone: _____ Contact Person: _____

E-Mail Address of Contact Person: _____

Number of Similar Projects Completed in the Last 5 Years: _____

PART 2: SUBCONTRACTOR CONTACT INFORMATION

Name: _____

Address: _____

Phone: _____ Contact Person: _____

E-Mail Address of Contact Person: _____

Number of Similar Projects Completed in the Last 5 Years: _____

PART 3: CONTRACTOR/SUBCONTRACTOR PROJECT REFERENCES

List three successfully projects that are similar in size and complexity of this project completed within the last 5 years:

1. Project Name: _____

Owner: _____

Contact Person: _____

E-Mail Address of Contact Person: _____

Project Description: _____

Project Duration: _____

Approximate Date of Completion: _____

2. Project Name: _____

Owner: _____

Contact Person: _____

E-Mail Address of Contact Person: _____

Project Description: _____

Project Duration: _____

Approximate Date of Completion: _____

3. Project Name: _____

Owner: _____

Contact Person: _____

E-Mail Address of Contact Person: _____

Project Description: _____

Project Duration: _____

Approximate Date of Completion: _____

PART 4: DESIGNER/ENGINEER PROJECT REFERENCES

List three successfully completed projects that are similar in size and complexity of this project completed within the last 5 years:

1. Project Name: _____

Owner: _____

Contact Person: _____

E-Mail Address of Contact Person: _____

Project Description: _____

Project Duration: _____

Approximate Date of Completion: _____

2. Project Name: _____

Owner: _____

Contact Person: _____

E-Mail Address of Contact Person: _____

Project Description: _____

Project Duration: _____

Approximate Date of Completion: _____

3. Project Name: _____

Owner: _____

Contact Person: _____

E-Mail Address of Contact Person: _____

Project Description: _____

Project Duration: _____

Approximate Date of Completion: _____

PART 5: FIRM'S MBE/WBE/DBE STATUS

Is your company a state or federally certified Minority or Woman Owned business.

Yes or No. (Circle one). If yes, please provide proof of certification.