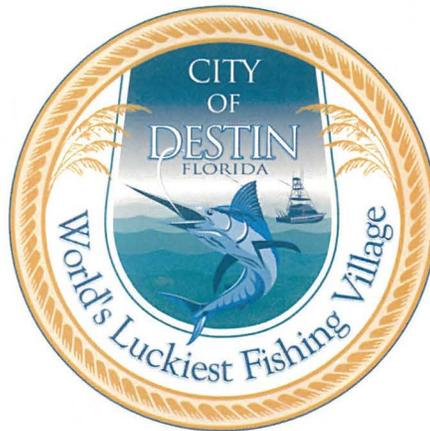


CITY OF DESTIN, FLORIDA

REQUEST FOR PROPOSALS  
RFP NO. 20-08-REC

CAPT. ROYAL MELVIN HERITAGE PARK AND PLAZA  
CONSTRUCTION PROJECT



City of Destin, Florida  
April 24, 2020

  
\_\_\_\_\_  
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4200 Indian Bayou Trail  
Destin, Florida 32541

**REQUEST FOR PROPOSALS  
RFP NO. 20-08-REC  
CAPT. ROYAL MELVIN HERITAGE PARK AND PLAZA  
CONSTRUCTION PROJECT**

**CITY OF DESTIN, FLORIDA**

The City of Destin will receive sealed competitive proposals for construction of Capt. Royal Melvin Heritage Park and Plaza. The park will be constructed on a 0.77-acre parcel, located in the City of Destin at 206 Harbor Blvd.

As outlined in the project design plans, improvements will include a harbor/wildlife observation platform, resource center, educational signage, kayak/canoe lift, terraced walkway, plaza, picnic/sitting area, drinking fountain, restrooms, trash bins, bike racks, and underground utilities.

Project plans and specifications, and submittal requirements can be obtained from the City Clerk's Office at the City of Destin, 4200 Indian Bayou Trail, Destin, Florida 32541. Proposal submissions must be received by the City Clerk's Office at the City of Destin, 4200 Indian Bayou Trail, Destin, Florida 32541, in a sealed envelope clearly marked **“RFP NO. 20-08-REC, CAPT. ROYAL MELVIN HERITAGE PARK AND PLAZA CONSTRUCTION PROJECT”**, **along with the name, return address and telephone number of the submitter**, no later than **2:00 p.m. (CST)**, on **May 28, 2020** at which time they will be opened. The City reserves the right to reject any and all submittals or portions thereof, to waive minor defects and informalities in the process, to accept the Bid(s) or take any other actions deemed by the City to be in the City's best interest.

Lance A. Johnson  
City Manager

**REQUEST FOR PROPOSALS**  
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**TABLE OF CONTENTS**

COVERPAGE.....	1
PUBLIC NOTICE .....	2
TABLE OF CONTENTS.....	3
1.0 INTRODUCTION .....	4
2.0 INSTRUCTION TO RESPONDENTS & SCHEDULE OF EVENTS.....	4
3.0 SCOPE OF WORK & PROJECT SCHEDULE.....	6
4.0 PROJECT CONTRACTOR REQUIREMENTS.....	7
4.1 LICENSING .....	7
4.2 INSURANCE .....	7
4.3 BONDING REQUIREMENTS .....	8
4.4 PERMITTING .....	8
4.5 CODES AND STANDARDS .....	9
5.0 PROJECT CONSTRUCTION CONSIDERATIONS .....	9
5.1 SCOPE OF WORK .....	9
5.2 SITE PREPARATION AND REQUIREMENTS.....	9
5.3 SCHEDULE FOR DELIVERY OF MATERIALS .....	10
5.4 WASTE DISPOSAL .....	10
5.5 SITE UTILITIES.....	10
5.6 MATERIAL DATA .....	11
5.7 CONSTRUCTION ADMINISTRATION AND PROJECT MANAGEMENT .....	11
5.8 WARRANTY SUBMITTAL REQUIREMENTS.....	11
5.9 PROJECT CLOSE-OUT .....	12
6.0 EVALUATION OF RESPONSES .....	12
6.1 SELECTION PROCESS .....	12
6.2 CRITERIA FOR EVALUATION .....	13
7.0 PRICE PROPOSAL REQUIREMENTS.....	14
8.0 SUBMITTAL REQUIREMENTS.....	15
Attachment 1 – Responsive Bidder Qualification Statement	
Attachment 2 – Price Proposal Form	
Attachment 3 – Public Entity Crime Form	
Attachment 4 – Drug Free Workplace Certification Form	
Attachment 5 – Bid Bond Form	
Attachment 6 - Davis Bacon Wages	
Attachment 7 – 2 CFR 200, Appendix II- Contract Provisions	
Attachment 8 – Federally Required Contract Clauses	
Attachment 9 – Sample Contract	
Technical Attachments - Engineering Drawings, Specifications & Addendums	

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**RFP NO. 20-08-REC**  
**CAPT. ROYAL MELVIN HERITAGE PARK AND PLAZA**  
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**1.0 INTRODUCTION**

The City of Destin is issuing a Request for Proposals (RFP) to secure proposals from qualified contractors for the construction of the Capt. Royal Melvin Heritage Park and Plaza. The new park will be constructed on a 0.77-acre parcel, located in the City of Destin at 206 Harbor Blvd. This project is funded through a subrecipient grant award with Okaloosa County and is subject to all procurement provisions for RESTORE Act Direct Component and standards set forth in 2 CFR 200.318 – 200.326.

It is the responsive bidder's responsibility to read and understand the requirements of this request for proposal. Responsive bidders are required to state exactly what they intend to furnish the City of Destin via this solicitation and must indicate any variances to the terms, conditions and specifications of this proposal, no matter how slight. If variations are not stated in the proposal, it shall be construed that the proposal fully complies with all conditions identified in this proposal.

Before submitting a proposal, each responsive bidder will, at bidder's own expenses, make or obtain any additional examinations, investigations and studies, and obtain any additional information and data that may affect costs, permitting, progress, performance of furnishing of the project and that the responsive bidder deems necessary to determine its proposal.

Responsive bidder will examine all documents included in this RFP carefully and shall make a written request to the City's authorized representative for interpretation or correction of any ambiguity, inconsistently, or error herein.

Any interpretation or correction will be issued by the City as an addendum to the RFP. Only a written interpretation or correction by addendum shall be binding. Responsive bidders are cautioned against relying up on any interpretation or correction given by any other method.

The submission of a proposal shall not be deemed an agreement between the responsive bidder and the City. The proposal is a contractual offer by the responsive bidder to perform services in accordance with the proposal. The City shall not be obligated to respond to any proposal submitted nor be bound in any manner by the submission of a proposal.

**2.0 INSTRUCTION TO RESPONDENTS**

- A. The City of Destin will accept RFP responses until **May 28, 2020 at 2:00 P.M. (CST)** at City Clerk's Office located at City Hall, 4200 Indian Trail Bayou Destin FL. 32541, to provide the City with Qualified Respondents for **RFP 20-08-REC, Capt. Royal Melvin Heritage Park and Plaza.**
- B. Any responses received after the above stated time and date will NOT be considered. It shall be the sole responsibility of the responsive bidder to have their RFP submittal delivered to City Clerk's Office for receipt on or before the above stated time and date. RFP responses which arrive after the above stated deadline as a result of delay by the

**REQUEST FOR PROPOSALS**  
**RFP NO. 20-08-REC**  
**CAPT. ROYAL MELVIN HERITAGE PARK AND PLAZA**  
**CONSTRUCTION PROJECT**

mail service shall not be considered, and arrangements shall be made for their return at the responsive bidder's request and expense. The City reserves the right to consider submittals that have been determined by the City to be received late due solely to mishandling by the City after receipt of the RFP and prior to the award being made.

- C. All RFP's will be publicly opened and recorded for acknowledgement of receipt in the City Hall Boardroom on May 28, 2020 no later than 2:00 P.M. (CST). All responsive bidders or their representatives are invited to be present. The City Hall Boardroom is located at 4200 Indian Bayou Trail Destin, FL 32541.
- D. Respondents may request information regarding the RFP in writing from City Clerk Rey Bailey, [clerk@cityofdestin.com](mailto:clerk@cityofdestin.com). Such a request shall be received in writing at least five (5) business days prior to the submittal deadline.
- E. If any addendum(s) are issued to this RFP, the City will attempt to notify all prospective respondents. It shall be the responsibility of each respondent, prior to submitting the RFP response, to contact the City Clerk's Office, at (850) 837-4242 to determine if any addendum(s) were issued and to complete any addendum acknowledgements as part of their RFP response.
- F. One (1) original, so designated, and seven (7) copies (for a total of eight (8) submissions), and one (1) digital copy on a USB Thumb Drive of the RFP responses shall be submitted in a sealed package clearly marked on the outside "RFP 20-08-REC, Capt. Royal Melvin Heritage Park and Plaza Construction Project" and addressed: City of Destin, City Clerk's Office, 4200 Indian Bayou Trail, Destin, FL 32541.
- G. Complete and submit Responsive Bidder Qualification Statement, form herein as an attachment. Clearly indicate the legal name, address and telephone number of the responsive bidder. Responses shall be signed above the typed or printed name and title of the signer. The signer shall have the authority to bind the responsive bidder to the submitted RFP. Responsive bidders must note their Federal Employer Identification Number (FEIN) on their RFP submittal.
- H. Submissions shall be portrait orientation, "8 1/2 X 11" where practical and double-sided. One sheet of paper printed on both sides is considered 2 pages.
- I. All expenses for making RFP submittals to the city are to be borne by the responsive bidder.
- J. Responses shall be evaluated by the Bid Committee based on all information submitted and a ranked list of responsive bidders will be submitted to the City Council for approval. Responsive bidders may be required to provide a presentation at a City Council meeting.
- K. The Bid Committee shall consist of City of Destin staff members.
- L. Each responsive bidder, by submission of a proposal, acknowledges that in the event of any legal action challenging the award of the RFP; damages, if any, shall be limited to the actual cost of the preparation of the RFP.

**REQUEST FOR PROPOSALS  
RFP NO. 20-08-REC  
CAPT. ROYAL MELVIN HERITAGE PARK AND PLAZA  
CONSTRUCTION PROJECT**

M.

<b>PROCUREMENT SCHEDULE</b>	
<b>Tasks</b>	<b>Date</b>
RFP issued	April 24, 2020
Last day for questions to be submitted	May 21, 2020
Due Date/Bid opening	May 28, 2020
Tentative Date - Bid Committee Evaluation	June 2, 2020
Tentative Date – City Council Meeting	June 15, 2020
Tentative Date- Notice of Award	June 17, 2020
Tentative Date -Execution of Contract	June 23, 2020
Tentative Date- Notice to Proceed	June 30, 2020

**3.0 SCOPE OF WORK**

The Capt. Royal Melvin Heritage Park and Plaza project consists of construction of a new park including a harbor/wildlife observation platform, resource center, terraced walkway, plaza, picnic/sitting area, restrooms, underground utilities, educational signage, kayak/canoe lift, drinking fountain, trash bins, and bike racks.

Details of the proposed work are provided in the engineering drawings and specifications, (see technical attachments including all addendums) All work shall be completed as shown in the construction documents and in accordance with applicable federal, state, and local codes and regulations.

The construction costs of the project include project inspection fees and monitoring reports, site work, demolition and removal, and construction is estimated to be approximately \$1,250,000.00. Contractor is responsible for obtaining all necessary governmental agency permits. All permitting costs are to be included in the base offer including permit related signage. The award shall be a firm fixed price not to exceed \$1,250,000.00 (including contingency).

**3.1 Project Schedule**

Final Completion Deadline is March 30, 2021. Contractor shall reach substantial completion for all work thirty (30) days prior to final completion. The time stated for completion shall include final cleanup of the premises. Extensions of contract time for delays caused by the effects of inclement weather are justified only when rain or other inclement weather conditions or related adverse soil conditions prevent the Contractor from productively performing controlling items of work resulting in:

The Contractor being unable to work at least 50% of the normal workday on

**REQUEST FOR PROPOSALS**  
**RFP NO. 20-08-REC**  
**CAPT. ROYAL MELVIN HERITAGE PARK AND PLAZA**  
**CONSTRUCTION PROJECT**

predetermined controlling work items; or  
The Contractor must make major repairs to work damaged by weather, providing the damage was not attributable to a failure to perform or neglect by the Contractor.

<b>ESTIMATED PROJECT SCHEDULE</b>	
<b>Tasks</b>	<b>Date</b>
Permitting	July 1, 2020
Begin Construction	August 1, 2020
Substantial completion date	February 28, 2021
Complete Construction	March 30, 2021

**4.0 PROJECT CONTRACTOR REQUIREMENTS**

City of Destin is seeking an independent general contractor (including all necessary independent subcontractors) with all applicable licenses for work on this project.

**4.1 License Requirements**

Provide all applicable contractor licenses: including license name, license numbers and contact information. Contractor must be Florida State Certified or possess an Okaloosa County Competency License <http://www.co.okaloosa.fl.us/gm/licensing>.

Contractor must also be registered in the City of Destin  
<https://www.cityofdestin.com/DocumentCenter/View/12259/Contractor-Packet>.

**4.2 Insurance Requirements**

**Respondent, contractor and/or sub-contractors (used interchangeably) shall, at its expense, procure and maintain at a minimum for the duration of the project and through the period as stated in the Construction Contract, the types and amounts of insurance described below or as otherwise requirement by state and federal law:**

- a. Workers' Compensation and Employers Liability Insurance: Shall carry Workers' Compensation Insurance in accordance with the laws of the State of Florida and in the amounts sufficient to secure the benefits of the Florida Workmen's Compensation Law for all types of employees, including those of subcontractors. Any Florida State or County Licensed contractor whom performs anytime of marine contraction work as defined in FAC 61G4015.033, must maintain applicable workers' and general liability insurance as required by state and federal law, including but not limited to the provisions of the Longshore and Harbor Workers' Compensation Act.

**REQUEST FOR PROPOSALS**  
**RFP NO. 20-08-REC**  
**CAPT. ROYAL MELVIN HERITAGE PARK AND PLAZA**  
**CONSTRUCTION PROJECT**

- b. General Liability Insurance: General Liability Insurance with a minimum liability insurance requirement of \$1,000,000 for combined single limit.
- c. Respondent shall produce proof of insurance in the types and amounts required by the city, state, and federal regulations, including the foregoing and any additional coverages, including Automobile Liability and or Builder's Risk Insurance, as may be defined at the time of contract. The city shall be named as an additional insured party and all binders, policies or certificates of insurance shall include a provision that such insurance coverage shall not be cancelled or amended without at least thirty days' notice to the city. All coverage shall be with carriers doing business in the State of Florida. Carriers shall be A rated (or better) by AM Best Company. City reserves the right to modify its insurance requirements with 60 days' notice.

**4.3 Bonding Requirements**

- a. Bid Bond Security

All bidders shall furnish with their bids a bid bond (Attachment No. 5). Said bid bond shall be issued by a surety duly authorized to conduct business in the State of Florida and shall be in the amount of five percent (5%) of the total amount of the bid. Bid security is submitted as a guarantee that the Bidder, if awarded the Contract, will promptly execute such Contract in accordance with the Bid and in the manner and form required as defined by the Contract Documents (Attachment No. 9). The Bidder must be named as the principal of the bond. Surety companies executing bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State of Florida. See Article 5 of the General Conditions as amended by Supplementary Conditions.
- b. Performance and Payment Bond

The bidder to whom the Contract is awarded shall furnish to the City, without extra compensation, and shall maintain in effect throughout the life of the Contract, and for the duration of the period described in the bond, acceptable Performance and Payment bonds in sums at least equal to 100% of the full amount of the Contract, conditioned to indemnify and save harmless the City from and against any loss, damage, or expense ensuing from failure on the part of the Contractor to faithfully and properly perform the Contract or to promptly pay all its subcontractors, suppliers, materialmen or laborers for work completed on the Project.
- c. The required forms for the performance and payment bonds are included in these Instructions. If within ten (10) calendar days after the acceptance of the bid, the successful bidder shall refuse or neglect to execute the contract and to furnish the required performance and payment bonds properly signed by the bidder and the surety or sureties satisfactorily to the owner, the bidder shall be deemed to be in default and the owner will retain the Bid Bond Security as liquidated damages, but

**REQUEST FOR PROPOSALS**  
**RFP NO. 20-08-REC**  
**CAPT. ROYAL MELVIN HERITAGE PARK AND PLAZA**  
**CONSTRUCTION PROJECT**

not as a penalty. The owner reserves the option to accept the bid of any of the other bidder within ten (10) calendar days from default, in which case such acceptance shall have the same effect on such bidder as though he were the original, successful bidder.

**4.4 Permitting Requirements**

Contractor is required to obtain all required permits prior to the start of construction.

- a. City of Destin General Permit
- b. City of Destin Building Permit
- c. Submit White Sand Application Form
- d. Any and all other applicable and/or required federal, state, and local permits

**4.5 Codes and Standards**

All project work shall be done in accordance with all applicable Federal, State, and local codes and standards which include, but not limited to Davis-Bacon Act (40 U.S.C. 3142), Florida State Building Codes, City Codes and Ordinances, Approved Development Order and Manufacturers Recommendations.

**5.0 PROJECT CONSTRUCTION CONSIDERATIONS**

Project implementation for this scope of work under this RFP includes all labor, materials, equipment and services required for construction including any permitting, compliance with all federal, state and local codes and construction of the project. All new construction shall be completed as indicated in the construction documents. All work shall meet City standards and be performed to the satisfaction of the City Engineer or his designee. All materials and equipment shall be subject to inspection by the City prior to incorporation into the final work.

**5.1 Scope of Work will include**

- a. Construction of a new park with terraced walkway, plaza, picnic/sitting area, harbor/wildlife observation platform with restrooms/resource center underneath, underground utilities, educational signage, kayak/canoe lift, drinking fountain, trash bins, and bike racks.
- b. Pervious concrete paving for plaza area, harbor/wildlife observation platform, sidewalks
- c. Underground utilities to harbor/wildlife observation platform, restrooms, and resource center.

**5.2 Site Preparation**

- a. Clearing and Grubbing: All clearing, and grubbing shall be completed to limits shown in the construction documents and in accordance with applicable local, State and Federal ordinances/regulations.
- b. Erosion Control: Erosion control devices shall be installed as shown in the

**REQUEST FOR PROPOSALS**  
**RFP NO. 20-08-REC**  
**CAPT. ROYAL MELVIN HERITAGE PARK AND PLAZA**  
**CONSTRUCTION PROJECT**

construction documents. The contractor shall maintain all devices throughout the life of the contract.

- c. **Tree Protection:** Those trees identified to remain at the completion of the project will be protected with orange construction fencing (or equivalent) throughout the duration of the project. The tree protection area is defined as a ring of fencing with a radius of 1' for every 1" of trunk diameter measured at 4.5' above ground level. Those hardscaped items to be removed during the demolition phase will have the tree protection added immediately after removal. Exceptions to this rule must be approved by the Project Manager in writing.
- d. **Public Infrastructure and Accesses:** Contractor will be responsible for any damages to publicly owned infrastructure to include sidewalks, curb and gutter, storm sewer inlets/grates, manholes, pipes, etc. Repair or replacement of these items will adhere to Florida Department of Transportation (FDOT), City of Destin, and Destin Water Users standards as applicable.
- e. **Access Control:** Contractor will provide for 6' temporary chain-link fencing and gates with opaque screening to be placed around the perimeter of the site for the purpose of limiting access to only employees of the contractor, subcontractors, city employees/inspectors, utility personnel, etc. Any gates will be secured with padlocks to which the City will be given six (6) keys. Screening will be green mesh (or equivalent) and will extend from the bottom of the fencing to the top.
- f. Contractor will limit times of activity to 6am to 6pm Monday through Sunday. No construction activity shall take place on federally recognized Holidays. City of Destin reserves the right to direct the contractor as to specific days when work will be allowed.

### **5.3 Schedule for Delivery of Materials**

The successful respondent shall be responsible for receiving all materials delivered.

### **5.4 Waste Disposal**

Contractor shall be responsible for disposal of all waste and debris.

### **5.5 Site Utilities (Potable Water, Wastewater, and Storm Drainage/Stormwater)**

All site utilities shall be installed as indicated in the construction documents and shall comply with all applicable local, State and Federal codes and regulations in terms of material quality and workmanship. The contractor shall obtain all required permits prior to starting work.

### **5.6 Material Data**

- a. Bids should be based on materials and products, as outlined in the engineered drawings and specifications, or their equivalent. Bid submittals must include product/material specification sheets for each comparable or "equivalent" material or product.

**REQUEST FOR PROPOSALS**  
**RFP NO. 20-08-REC**  
**CAPT. ROYAL MELVIN HERITAGE PARK AND PLAZA**  
**CONSTRUCTION PROJECT**

b. Backfill/Sand

Project is located in City of Destin White Sand Zone 1. (Ord. 02, LDC 11.07.02). *White sand must be used as fill material which is to remain uncovered in Zone 1. Other materials may be used under special conditions stipulated by Section 11.07.05.*

**5.7 Construction Administration & Management**

- A. Identify a Construction/ Quality Assurance Supervisor
  - 1. Providing their name(s), qualifications including a minimum of five (5) years of experience on similar scope and magnitude projects.
- B. Construction/Quality Assurance Supervisor to provide construction coordination and is responsible for communicating with City of Destin project manager, other contractors; provides directives to sub-contractors and attends scheduled construction meetings on site, and review of all project billing.
  - 1. If named individual is replaced during construction period, replacement will require approval of same or greater credentials and experience level initially proposed prior to replacements' start of work.
  - 2. Named individual is to provide input to reports and meeting minutes with City of Destin, and other contractors.
  - 3. Responsible for quality control of project and addressing areas that may affect the quality of the project's final product and identify inspection procedures to ensure poor quality issues do not occur.
  - 4. Construction and Quality Assurance Supervisor shall be responsible for overall project construction quality control, inspection/field condition reports, weekly progress reports, project photographs, project schedule coordination, inspection scheduling, and schedule and attend biweekly construction progress meetings with City and other designees

**5.8 Warranty Submittal Requirements**

- A. For all major pieces of equipment, submit a warranty from the equipment manufacturer. The manufacturer's warranty period shall be concurrent with the Contractor's for one (1) year, unless otherwise specified, commencing at the time of final acceptance by the Owner.
- B. The City reserves the right to request warranties for equipment not classified as major. The Contractor shall still warrant equipment not considered to be "major" in the Contractor's one-year warranty period even though certificates of warranty may not be required.
- C. In the event that the equipment manufacturer or supplier is unwilling to provide a one (1) year warranty commencing at the start of the Correction Period, the Contractor shall obtain from the manufacturer a two (2) year warranty commencing at the time of equipment delivery to the job site. This two (2) year warranty from the manufacturer shall not relieve the Contractor of the one (1) year warranty.
- D. The City shall incur no labor or equipment cost during the guarantee period.

**REQUEST FOR PROPOSALS**  
**RFP NO. 20-08-REC**  
**CAPT. ROYAL MELVIN HERITAGE PARK AND PLAZA**  
**CONSTRUCTION PROJECT**

- E. Guarantee shall cover all necessary labor, equipment and replacement parts resulting from faulty or inadequate equipment design, improper assembly or erection, defective workmanship and materials, leakage, breakage or other failure of all equipment and components furnished by the manufacturer.

**5.9 Project Close-Out**

Any documents prepared by the construction team for this project are for the City of Destin's use. City of Destin shall have sole ownership of such documents to include to include making reproducible copies for its use and information in connection with follow-up contracts for design services, further planning, construction, or for permitting uses.

In order to accept project as final the following must occur:

1. Completion of the punch list.
2. Acceptance and occupancy of the project.
3. Submission and approval of final invoice.
4. Submission of all product warranties and operating manuals.
5. Successful Final Completion inspection by the City of Destin, including all Certificate of Occupancy and/or Certificate of Completion requirements.
6. Provide accurate construction As-Built drawings representing final installation. Provide surveyed As-Built drawings for underground utilities. Provide As-Built information to City of Destin Engineer for review and approval prior to final approval.
7. Receipt of two (2) copies detailed, as-built drawings, and an electronic copy on flash drive of as-built drawings stamped by contractor as "As-Built".
8. Provide at close of project, all Operations and Maintenance Manuals that
  - a. include all information and warranties. Provide two (2) copies and an electronic copy in PDF format, on same flash drive.
9. Provide written warranties covering quality of labor and installation of all
  - a. products/materials.
10. All final project submittals are required to be on flash drive format. Documents can be submitted as PDF files.

**6.0 EVALUATION OF RESPONSES**

**6.1 Selection Process**

- A. Bid Committee will review each written submission for compliance with the requirements of the RFP, including verifying that each response includes all documents required.
- B. Bid Committee members will review, analyze, compare, individually score and rank all responses based on the requirements of the RFP, information submitted and, but not limited to, qualifications and price.
- C. Bid Committee will conduct a public meeting chaired by the City Manager's designee to discuss the individual scores, summarize the scores in a ranking matrix

**REQUEST FOR PROPOSALS**  
**RFP NO. 20-08-REC**  
**CAPT. ROYAL MELVIN HERITAGE PARK AND PLAZA**  
**CONSTRUCTION PROJECT**

to be forwarded to the City Council. Upon request, responsive bidder may be required to provide a presentation at a City Council meeting.

- D. After a ranking of firms has been approved by the City Council, it is the intent of the City of Destin, in accordance with the RFP documents, to award a contract based on the proposal that meets the project requirements, meets the required schedule, and will produce the highest quality product for the price. A copy of the respondent's proposal and the RFP including scope of work will be incorporated and become a part of the contract.

**6.2 Criteria for Determining Lowest, Best Responsive and Responsible Bidder**

Criteria is listed numerically by their relative order of importance.

<b>EVALUATION CRITERIA</b>	<b>POINTS</b>
Price Proposal	40
Qualifications/Experience/Past Performance	20
Project Approach	20
Past Performance	20
<b>TOTAL</b>	<b>100</b>

**1. Price Proposal**

- a) Costs will be evaluated based on the items outlined in the scope of work and price proposal submission requirements.
- b) Are costs reasonable compared to the work performed? Are assumptions used in developing costs reasonable?
- c) Did responsive bidder provide all the requested cost information?
- d) How competitive is the price proposal compared to the others received?

**2. Qualifications and Experience**

- a) Does the contractor have the experience necessary to carry out the specific work for this project? Does the contractor have experience with similar projects?
- b) Does the background and qualifications of individual key team members provide proven technical, operational, and managerial experience needed to handle the proposed project? Are the company structure and the relation of the project team clearly shown?
- c) Do financial qualifications clearly demonstrate financial stability of the company?

**3. Project Approach and Performance Differentiators**

- a) Does the submittal include detailed information that demonstrates the responsive bidder's understanding of the scope of work and how they intend to meet the objectives of the project?
- b) Does submittal demonstrate the firm's ability to manage existing budgets and implement cost controls throughout a project?

**REQUEST FOR PROPOSALS**  
**RFP NO. 20-08-REC**  
**CAPT. ROYAL MELVIN HERITAGE PARK AND PLAZA**  
**CONSTRUCTION PROJECT**

- c) Has responsive bidder demonstrated knowledge of local site conditions and applicable requirements? Does submittal contain approach to receiving permitting and maintaining the original construction scheduled as provided for in the scope of work?
- d) Is project approach specific, describing the means and methods of accomplishing the work. Does it identify any key issues on the project and/or propose some potential solutions?
- e) Does contractors schedule and availability practical and meet project requirements?

**4. Past Performance**

- a) Do past performance evaluations and/or past performance information provided reflect a trend of satisfactory performance?  
Basis of evaluation:
  - (i) A pattern of successful completion of work
  - (ii) A pattern of work identical to, similar to, or related to the work the project requires.
  - (iii) Ability shown, through workmanship provided on other projects.
- (b) Do references demonstrate the company's quality of work?

**7.0 PRICE PROPOSAL REQUIREMENTS**

The following list of items are requirements and information the contractor shall include in their proposal:

- A. Any and all fees shall be included in the price proposal form (Attachment No. 2). Cost breakdown should include primary construction costs, i.e., mobilization, demolition, materials, as shown on the price proposal form.
  - 1. On your letterhead, provide and identify separately all fees associated with any permitting, survey that will be the responsibility of the contractor to administer.
  - 2. Provide product information for all materials used including manufacturer warranties.
  - 3. On your letterhead, provide construction workmanship warranty information.
  - 4. On your letterhead, provide detailed, specific project approach, describing the means and methods of accomplishing the work including:
    - a. Address protection of the site's existing features, i.e., trees, etc.
    - b. Include description of equipment used, material storage, and any demolition proposed that is outside the requirements specified in the project plans.
  - 5. Meetings with City of Destin project manager as needed to provide and receive information including weekly progress meetings and any other meetings required to successfully complete this project, including pre-construction meetings, if awarded.
- B. On your letterhead, provide and identify any other work required to complete the project not outlined in engineered plans or this RFP.
- C. On your letterhead, provide a proposed schedule for construction, including receiving materials, permitting, mobilization, demolition, construction, and demobilization.

**REQUEST FOR PROPOSALS**  
**RFP NO. 20-08-REC**  
**CAPT. ROYAL MELVIN HERITAGE PARK AND PLAZA**  
**CONSTRUCTION PROJECT**

- D. Provide assurance of contractor's ability to meeting the deadline of the project.
- E. All items above may be placed in the same document on your letterhead. Ensure all items are clearly identified.

**Price Proposals omitting any of the above information may be deemed to be incomplete and removed from consideration.**

**8.0 SUBMITTAL REQUIREMENTS**

**A. No Contact Clause**

All prospective responsive bidders are hereby instructed to not contact any member of the Destin City Council, City Manager, or City of Destin staff member other than the authorized city contact person identified below, regarding this solicitation or the responsive bidder's submittal package. In order to ensure a fair, competitive, and open process, once a project is advertised all communications between interested responsive bidder and the City must be directed to:

City Clerk Rey Bailey  
City of Destin  
4200 Indian Bayou Trail  
Destin, Florida 32541  
850-837-4242  
[clerk@cityofdestin.com](mailto:clerk@cityofdestin.com)

Office Hours: Monday- Friday, 8:00 A.M. TO 5:00 P.M.

Any such contact to anyone but the Clerk may be cause for rejection of your submittal.

**B. Inquiries**

The City will not respond to oral inquiries. Proposers may submit written, e-mailed or faxed, inquiries regarding this RFB. The City will respond to written, e-mailed or faxed; inquiries received at least five (5) working days prior to the RFB due date. The last day for inquiries is **May 21, 2020 at 2:00 p.m. (CST)**. Questions or requests for Bid documents, plans and specifications regarding this RFB may be directed to the City Clerk, 4200 Indian Bayou Trail 32541 (850) 837-4242 [rbailey@cityofdestin.com](mailto:rbailey@cityofdestin.com).

**C. Addenda**

Submitter acknowledges that it is the submitter's responsibility to determine whether an Addendum has been issued; and if so, to obtain copies of such Addendum from the City Clerk of Destin, and agrees to be bound by all addenda that have been issued for this Request for Proposal. If addendum is issued, responsive bidder shall sign and return each addendum with the submittal package. Failure to return signed any and all addenda may disqualify the submittal.

**REQUEST FOR PROPOSALS**  
**RFP NO. 20-08-REC**  
**CAPT. ROYAL MELVIN HERITAGE PARK AND PLAZA**  
**CONSTRUCTION PROJECT**

**D. Conflict of Interest Disclosure**

Each proposal is subject to the provisions of Florida Statutes, Chapter 112, providing that all responsive bidders must disclose with the RFP submittal the name of any officer, director, or agent who is also a public officer or an employee of the City of Destin. Further, all responsive bidder must disclose the name of any City officer or employee who owns, directly or indirectly, an interest of five percent or more in the Bidding firm.

**E. Drug-Free Workplace Program**

Preference may be given by the City of Destin to companies demonstrating a Drug-Free Workplace Program whenever two or more proposals, which are equal in respect to quality and service, are received and rated by the City. Responsive bidders intending to demonstrate a Drug-Free Workplace Program shall provide certification form with the RFB submittal.

**F. Public Entity Crime Form**

Each submittal shall contain a completed Public Entity Crime Form (Attachment #1) pursuant to Florida Statutes, Section 287.132-133, providing that no public entity shall accept any proposal from or award any contract to, or transact any business in excess of the threshold amount for Category Two (\$25,000) for a period of thirty-six months from the date placed on the convicted vendor list.

**G. Submittal Preparation**

Submittals should be prepared in the following order:

1. **Submittal Coversheet:** provide a submittal cover sheet that includes project number, project name, bid opening date and responsive bidder contact information.
2. **Table of Contents:** provide Table of Contents to aid the evaluation of the qualifications
3. **Responsive Bidder Qualification Statement,** Attachment No. 1
4. **Transmittal Letter:** provide a signed letter of transmittal briefly stating the responsive bidder's understanding of the work to be done, the commitment to perform the work, and a statement why the contract believes it to be best qualified to perform the project.
5. **Contractor Qualifications Statement:** provide statement demonstrating responsive bidder's qualifications, competence, and capacity for the construction of project within the requirements of this solicitation.
6. **Price Proposal Form,** Attachment No. 2 and other required documentation as outlined in section 7.0 Price Proposal Requirements.
7. **Completed Public Entity Crime Form,** Attachment No. 3
8. **Completed Drug Free Workplace Certification Form,** Attachment No.4
9. **Completed Bid Bond Form,** Attachment No. 5
10. **Proof of Insurance:** provide proof of insurance meeting minimum insurance requirements as outlined in section 4.2 Insurance Requirements.
11. **Proof of licensing and certifications:** provide proof of licensing and certifications meeting minimum requirements as outlined in section 4.3 License Requirements.

**REQUEST FOR PROPOSALS  
RFP NO. 20-08-REC  
CAPT. ROYAL MELVIN HERITAGE PARK AND PLAZA  
CONSTRUCTION PROJECT**

12. **Addendums** (if applicable)

**Failure to provide any of the above listed mandatory information shall result in the elimination of the submittal package from consideration.**

**H. Sealed Submittal Packages**

All proposals to be considered must be in the possession of the Destin City Clerk no later than **2:00 p.m. (CST), on Thursday, May 28, 2020**. Submittals may be mailed or delivered to the Office of the City Clerk at the address below and shall be submitted in a sealed envelope clearly marked **“RFB NO. 20-08-REC, CAPT. ROYAL MELVIN HERITAGE PARK AND PLAZA CONSTRUCTION PROJECT”** and note the time and date of the opening. Regardless of method of delivery, each responsive bidder shall be responsible for their Bid being delivered on time, as the City of Destin assumes no responsibility for same. Proposals offered or received after the time set for the Bid Opening will be rejected and returned unopened to the submitter.

Mailing and Hand Delivery Address:

City Clerk Rey Bailey  
City of Destin  
4200 Indian Bayou Trail  
Destin, Florida 32541  
850-837-4242  
[clerk@cityofdestin.com](mailto:clerk@cityofdestin.com)  
Office Hours: Monday- Friday, 8:00 A.M. TO 5:00 P.M.

**I. Bid Opening**

Proposals are presently scheduled to be opened publicly and read aloud at 2:00 p.m. (CST), on May 28, 2020 in the City of Destin, City Hall Board Room, 4200 Indian Bayou Trail, Destin, Florida.

**J. Reservation of Rights**

The City reserves the right to reject any and all proposals or portions thereof, to waive minor defects and informalities in the process, to re-advertise, to accept the proposal or award multiple proposals or take any other actions deemed by the City to be in the City's best interest.

**K. Public Records**

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (850) 837-4242, CITY CLERK, 4200 INDIAN BAYOU TRAIL, DESTIN, FL.**

**REQUEST FOR PROPOSALS**  
**RFP NO. 20-08-REC**  
**CAPT. ROYAL MELVIN HERITAGE PARK AND PLAZA**  
**CONSTRUCTION PROJECT**

The successful responsive bidder shall:

1. Keep and maintain public records required by the CITY to perform the service.
2. Upon request from the City's custodian of public records, provide the CITY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this FS Chapter 119 or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the CONTRACTOR does not transfer the records to the public agency.
4. Upon completion of the contract, transfer, at no cost, to the CITY all public records in possession of the contractor or keep and maintain public records required by the CITY agency to perform the service. If the GROUP transfers all public records to the CITY upon completion of the contract, the CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the CONTRACTOR keeps and maintains public records upon completion of the contract, the GROUP shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the CITY, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the CITY.

**RFP NO. 20-08-REC  
ATTACHMENT NO. 1  
RESPONSIVE BIDDER QUALIFICATION STATEMENT**

The undersigned certifies under oath the truth and correctness of all statements and of all answers to questions made hereinafter:

SUBMITTED TO: City of Destin  
CITY CLERK'S OFFICE  
4200 Indian Trail Bayou  
Destin, Florida 32541  
Telephone: (850) 837-4242

Check One

Submitted By: Corporation

Name: \_\_\_\_\_ Partnership

Address: \_\_\_\_\_ Individual

City, State, Zip: \_\_\_\_\_ Other

Telephone No.: \_\_\_\_\_

Fax No.: \_\_\_\_\_

1. State the true, exact, correct and complete name of the partnership, corporation, trade or fictitious name under which you do business and the address of the place of business.

The correct name of the responsive bidder is:

\_\_\_\_\_

The address of the principal place of business is:

\_\_\_\_\_

\_\_\_\_\_

2. If responsive bidder is a corporation, answer the following:
  - a. Date of Incorporation: \_\_\_\_\_
  - b. State of Incorporation: \_\_\_\_\_
  - c. President's name: \_\_\_\_\_
  - d. Vice President's name: \_\_\_\_\_
  - e. Secretary's name: \_\_\_\_\_

f. Treasurer's name: \_\_\_\_\_

g. Name and address of Resident Agent: \_\_\_\_\_

3. If responsive bidder is an individual or a partnership, answer the following:

a. Date of organization: \_\_\_\_\_

b. Name, address and ownership units of all partners:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

c. State whether general or limited partnership: \_\_\_\_\_

4. If responsive bidder is other than an individual, corporation or partnership, describe the organization and give the name and address of principals:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

5. If responsive bidder is operating under a fictitious name, submit evidence of compliance with the Florida Fictitious Name Statute.

\_\_\_\_\_

6. How many years has your organization been in business under its present business name?

\_\_\_\_\_

Under what other former names has your organization operated?

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

7. Indicate registration, license numbers or certificate numbers for the businesses or professions, which are the subject of this Bid. Please attach certificate of competency and/or state registration.

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8. Have you ever failed to complete any work awarded to you? If so, state when, where and why:

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9. List the pertinent experience of the key individuals of your organization (continue on insert sheet, if necessary)

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10. State the name of the individual who will have personal supervision of the work:

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11. State the name and address of attorney, if any, for the business of the responsive bidder:

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12. State the names and addresses of all businesses and/or individuals who own an interest of more than five percent (5%) of the responsive bidder's business and indicate the percentage owned of each such business and/or individual:

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13. State the names, addresses, and the type of business of all firms that are partially or wholly owned by responsive bidder:

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14. Annual Average Revenue of the responsive bidder for the last three years as follows:

		<u>Revenue Index Number</u>
a.	Government Related Work	
b.	Non-Governmental Related Work	
	<b><i>Total Work (a +b):</i></b>	

**Revenue Index Number**

1.	Less than \$100,000
2.	\$100,000 to less than \$250,000
3.	\$250,000 to less than \$500,000
4.	\$500,000 to less than \$1 million
5.	\$1 million to less than \$2 million
6.	\$2 million to less than \$5 million
7.	\$5 million to less than \$10 million
8.	\$10 million to less than \$25 million
9.	\$25 million to less than \$50 million
10.	\$50 million or greater

15. Bank References:

<b>Bank</b>	<b>Address</b>	<b>Telephone</b>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

16. What will be your turnaround time for written responses to City inquires?

\_\_\_\_\_

17. List and describe all bankruptcy petitions (voluntary or involuntary) which have been filed by or against the responsive bidder, its parent or subsidiaries or predecessor organizations during the past five (5) years. Include in the description, the disposition of each such petition.

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

18. List all claims, arbitrations, administrative hearings and lawsuits brought by or against the responsive bidder or its predecessor organization(s) during the last five (5) years. The list shall include all case names, case arbitration or hearing identification numbers, the name of the project which the dispute arose, and a description of the subject matter of the dispute.

\_\_\_\_\_

\_\_\_\_\_

19. List and describe all criminal proceedings or hearings concerning business related offenses to which the responsive bidder, its principals or officers or predecessors' organization(s) were defendants.

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

20. Has the responsive bidder, its principals, officers or predecessors' organization(s) been CONVICTED OF a Public Entity Crime, debarred or suspended from bidding by any government during the last five (5) years? If so, provide details.

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The responsive bidder acknowledges and understands that the information contained in response to this qualification statement shall be relied upon by owner in awarding the contract and such information is warranted by responsive bidder to be true. The discovery of any omission or misstatement that materially affects the responsive bidder qualifications to perform under the contract shall cause the owner to reject the submittal, and if after the award, to cancel and terminate the award and/or contract.

(Signed) \_\_\_\_\_

(Title) \_\_\_\_\_

Subscribed and sworn to before me

This \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_

\_\_\_\_\_  
Notary Public (Signature)

My Commission Expires: \_\_\_\_\_

END OF SECTION

**RFP NO. 20-08-REC  
ATTACHMENT NO. 2  
PRICE PROPOSAL FORM**

Date: \_\_\_\_\_ Primary Contact \_\_\_\_\_

Company: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: ( \_\_\_\_\_ ) \_\_\_\_\_ Email: \_\_\_\_\_

Item	Quantity	Units	Unit Cost	Total Cost
<b>Site Work</b>				
Mobilization	1	LS		
Surveying	1	LS		
Testing	1	LS		
Demolition (including removal of Retaining Wall)	1	LS		
Grading - Rough	17323	SF		
Debris/Dirt Hauling	238	CY		
Grading - Final	17323	SF		
Construction Screening	1090	LF		
Single Row Silt Fence, Double row at harbor	1190	LF		
Removal of Concrete Up to 6"	1067	SY		
Removal of Asphalt up to 4" thick	835	SY		
Site Power	1	LS		
<b>Pavement &amp; Surfaces</b>				
Concrete Sidewalks (Non-Ramp & Stairs Area)	5354	SF		
Stairs with Handrails	1	LS		
Brick Pavers	5075	SF		
Compass Rose	1	EA		
ADA Accessible Ramps with handrails	161	LF		
Retaining Walls	1	LS		
<b>Utilities</b>				
12" Water Main	207	LF		
2" Force Main	330	LF		
"Hang & Bang" Lift Station System	1	LS		
Misc. Fittings, Valves, & Connections	1	LS		
<b>Construction</b>				
Demolition (including building site prep)	1	LS		

Structural	1196	SF		
Architectural	1196	SF		
Mechanical	1	LS		
Plumbing	1	LS		
Electrical	1	LS		
<b>Miscellaneous Site Improvements</b>				
Kayak Launch	1	LS		
Site Lighting	1	LS		
Pavilion, Picnic Tables, Nautical play area, Interactive Signage	1	LS		
Bike Rack, trash cans, benches	9	EA		
Water Meter Relocation & Valve work	1	LS		
Temporary grassing and erosion control	1	LS		
<b>Project CEI &amp; Testing</b>				
Includes PM/EOR, Site Inspector, QAQC,				
Surveyor (Sub), EEO Reporting				
<b>Alternate Plumbing Items (Plan Addendum No. 1)</b>				
	1	LS		
<b>Price Sum</b>				
<b>Total</b>				

***Other required documentation as outlined in section 7.0 Price Proposal Requirements should accompany this Price Proposal Form.***

END OF SECTION

**RFP NO. 20-08-REC  
ATTACHMENT NO. 3  
PUBLIC ENTITY CRIMES STATEMENT**

SWORN STATEMENT UNDER SECTION 287.133 (3) (A)

FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted with Bid, Proposal or Contract \_\_\_\_\_

2. This sworn statement is submitted by \_\_\_\_\_ whose business address is \_\_\_\_\_

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

3. My name is \_\_\_\_\_ and my relationship to the entity named above is \_\_\_\_\_

4. I understand that a "public entity crime" as defined in Paragraph 287.133(a)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or any 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.

5. I understand that "convicted" or "conviction" as defined in paragraph 287.133(a)(b), Florida Statutes, means 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 records 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.

6. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:

1. A predecessor or successor of a person convicted of a public entity crime; or
2. 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 those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one of shares constituting a controlling income among persons when not for fair interest in another person, or a pooling of equipment or income among persons when not for fair market value under a length agreement, shall be a prima facie case that one person controls another person.

A person who was knowingly convicted of a public entity crime, in Florida during the preceding 36 months shall be considered an affiliate.

7. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of the state or of the United States with the legal power to enter into a binding contract for 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 "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

8. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies)

Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor affiliate of the entity have 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 the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in 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. (please attach a copy of the final order)

The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in public interest to remove the person or affiliate from the convicted vendor list. (please attach a copy of the final order)

The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by, or pending with, the Department of General Services.)

\_\_\_\_\_ Date: \_\_\_\_\_  
(Signature)

STATE OF FLORIDA  
COUNTY OF \_\_\_\_\_

PERSONALLY APPEARED BEFORE ME, the undersigned authority, who, after first being sworn by me, affixed his/her signature at the space provided above on this \_\_\_\_\_ day of \_\_\_\_\_, 2020, and is personally known to me, or has provided as identification.

\_\_\_\_\_  
Notary Public

My Commission expires:

END OF SECTION

**RFP NO. 20-08-REC  
ATTACHMENT NO. 4  
DRUG-FREE WORKPLACE CERTIFICATION**

The below signed submitter certifies that it has implemented 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 employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation occurring in the workplace no later than five (5) working days after such conviction.
5. Impose a sanction on or require the satisfactory participation in drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is 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 this statement, I certify that this firm complies fully with the above drug-free workplace requirements.

COMPANY: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP CODE: \_\_\_\_\_

TELEPHONE NUMBER: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

NAME (TYPED OR PRINTED): \_\_\_\_\_

TITLE: \_\_\_\_\_

END OF SECTION

**RFP NO. 20-08-REC  
ATTACHMENT NO. 5  
BID BOND**

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, as \_\_\_\_\_  
Principal, and as Surety, are hereby held and firmly bound unto the **City of Destin, Florida** as  
Owner in the penal sum of, (five percent (5%) of the Contract Bid) \_\_\_\_\_  
for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves,  
successors and assigns to pay Owner upon default of Bidder the penal sum set forth on the face of  
this Bond.

Signed, this \_\_\_\_ day of \_\_\_\_\_, 20\_\_

The condition of the obligation is such that whereas the Principal has submitted to **City of Destin, Florida** a certain Bid, attached hereto and hereby made a part hereof, to enter into a contract in writing, for the **RFP 20-08-REC, CAPT. ROYAL MELVIN HERITAGE PARK AND PLAZA CONSTRUCTION PROJECT**

NOW THEREFORE,

1. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents and Contract Documents.
2. This obligation shall be null and void if:
  - 2.1 Owner accepts Bidder's bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents and Contract Documents, or
  - 2.2 All bids are rejected by Owner, or
  - 2.3 Owner fails to issue a notice of award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by paragraph 5 hereof).
3. Payment under this Bond will be due and payable upon default of Bidder and within thirty (30) calendar days after receipt of Bidder and Surety of written notice of default from Owner which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
4. Surety waives notice of any and all defenses based on or arising out of any time extension to issue notice of award agreed to in writing by Owner and Bidder, provided that the time for issuing notice of award including extensions shall not in the aggregate exceed one hundred twenty (120) days from Bid Due without Surety's written consent.
5. No suit or action shall be commenced under this Bond prior to thirty (30) calendar days after the notice of default required in paragraph 3 above is received by Bidder and Surety, and in no case later than one year after Bid Due Date.
6. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.

7. Notice required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the part concerned.
8. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent or representative who executed this Bond on behalf of Surety to execute, seal and deliver such Bond and bind the Surety thereby.
9. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of the Bond conflicts with any applicable provision of any applicable statute, then the provision of said statute shall govern and the remainder of the Bond that is not in conflict therewith shall continue in full force and effect.
10. The term "bid" as used herein includes a bid, offer or proposal as applicable.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

Principal (Print Full Name):

Surety (Print Full Name):

\_\_\_\_\_

\_\_\_\_\_  
(Seal) Surety's Name and Corporate Seal

By: \_\_\_\_\_ (L.S.)

By: \_\_\_\_\_

Signature (attach power of attorney)

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Attest: \_\_\_\_\_

Attest: \_\_\_\_\_

Signature and Title

Signature and Title

IMPORTANT - Surety companies executing bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State of Florida. See Article 5 of the General Conditions as amended by Supplementary Conditions.

END OF SECTION

**RFP NO. 20-08-REC  
ATTACHMENT NO. 6  
DAVIS-BACON WAGE RATE DETERMINATIONS**

"General Decision Number: FL20200217 02/21/2020

Superseded General Decision Number: FL20190217

State: Florida

Construction Type: Building

County: Okaloosa County in Florida.

BUILDING CONSTRUCTION PROJECTS (does not include single family homes or apartments up to and including 4 stories).

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.80 for calendar year 2020 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.80 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2020. If this contract is covered by the EO and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must pay workers in that classification at least the wage rate determined through the conformance process set forth in 29 CFR 5.5(a)(1)(ii) (or the EO minimum wage rate, if it is higher than the conformed wage rate). The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/03/2020
1	02/21/2020

\* ELEV0124-002 01/01/2020

	Rates	Fringes
ELEVATOR MECHANIC.....	\$ 42.89	34.765

FOOTNOTE:

A. Employer contributions 8% of regular hourly rate to vacation pay credit for employee who has worked in business more than 5 years; Employer contributions 6% of regular hourly rate to vacation pay credit for employee who has worked in business less than 5 years.

Paid Holidays: New Year's Day; Memorial Day; Independence Day; Labor Day; Thanksgiving Day; The Friday after Thanksgiving Day; and Christmas Day.

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ENGI0487-021 07/01/2016

Rates	Fringes
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OPERATOR: Crane  
 All Cranes 160 Ton  
 Capacity and Over.....\$ 33.05 9.20  
 All Cranes Over 15 Ton  
 Capacity.....\$ 32.05 9.20  
 OPERATOR: Forklift.....\$ 23.25 9.20  
 OPERATOR: Mechanic.....\$ 32.05 9.20  
 OPERATOR: Oiler.....\$ 23.50 9.20

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 IRON0402-001 01/01/2019

Rates	Fringes
IRONWORKER, ORNAMENTAL.....\$ 23.69	12.70

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 PLUM0234-012 09/01/2019

Rates	Fringes
PIPEFITTER (Includes HVAC Unit Installation).....\$ 30.34	14.95

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 SUFL2014-026 08/16/2016

Rates	Fringes
CARPENTER, Includes Form Work....\$ 16.38	0.00
CEMENT MASON/CONCRETE FINISHER...\$ 14.61	0.00
ELECTRICIAN.....\$ 17.39	2.57
INSULATOR: Mechanical (Duct, Pipe and Mechanical System Insulation).....\$ 20.78	10.89
IRONWORKER, REINFORCING.....\$ 22.81	11.58
IRONWORKER, STRUCTURAL.....\$ 23.79	8.74
LABORER: Common or General, Including Cement Mason Tending...\$ 11.98	0.00
LABORER: Pipelayer.....\$ 13.56	1.34
OPERATOR: Backhoe/Excavator/Trackhoe.....\$ 22.07	8.80
OPERATOR: Bulldozer.....\$ 15.40	1.90
OPERATOR: Grader/Blade.....\$ 18.97	0.00
OPERATOR: Loader.....\$ 14.83	1.84
OPERATOR: Roller.....\$ 14.43	4.78
PAINTER: Brush, Roller and Spray.....\$ 14.54	2.01
PLUMBER.....\$ 19.40	0.36
ROOFER.....\$ 16.99	0.00
SHEET METAL WORKER, Includes	

HVAC Duct Installation.....	\$ 20.05	0.00
TILE SETTER.....	\$ 18.01	0.00
TRUCK DRIVER: Dump Truck.....	\$ 13.22	2.12
TRUCK DRIVER: Lowboy Truck.....	\$ 14.24	0.00

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WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

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The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

#### Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

#### Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

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#### WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- \* an existing published wage determination
- \* a survey underlying a wage determination
- \* a Wage and Hour Division letter setting forth a position on a wage determination matter
- \* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations  
Wage and Hour Division  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION"

**RFP NO. 20-08-REC**  
**ATTACHMENT NO. 7**  
**2 CFR 200, Appendix II- Contract Provisions**

**ELECTRONIC CODE OF FEDERAL REGULATIONS**  
**e-CFR data is current as of January 6, 2020**

Title 2 → Subtitle A → Chapter II → Part 200 → Subpart F → Appendix

Title 2: Grants and Agreements

PART 200—UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS

Subpart F—Audit Requirements

APPENDIX II TO PART 200—CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

(A) Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

(J) See §200.322 Procurement of recovered materials.  
[78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75888, Dec. 19, 2014]

**RFP NO. 20-08-REC**  
**ATTACHMENT NO. 8**  
**FEDERALLY REQUIRED CONTRACT CLAUSES**

1. Fly America Requirements
2. Buy America Requirements
3. Charter Bus and School Bus Requirements
4. Cargo Preference Requirements
5. Seismic Safety Requirements
6. Energy Conservation Requirements
7. Clean Water Requirements
8. Bus Testing
9. Pre-Award and Post Delivery Audit Requirements
10. Lobbying
11. Access to Records and Reports
12. Federal Changes
13. Bonding Requirements
14. Clean Air
15. Recycled Products
16. Davis-Bacon and Copeland Anti-Kickback Acts
17. Contract Work Hours and Safety Standards Act
18. [Reserved]
19. No Government Obligation to Third Parties
20. Program Fraud and False or Fraudulent Statements and Related Acts
21. Termination
22. Government-wide Debarment and Suspension (Non-procurement)
23. Privacy Act
24. Civil Rights Requirements
25. Breaches and Dispute Resolution
26. Patent and Rights in Data
27. Transit Employee Protective Agreements
28. Disadvantaged Business Enterprises (DBE)
29. [Reserved]
30. Incorporation of Federal Transit Administration (FTA) Terms
31. Drug and Alcohol Testing
32. Veteran's Preference/Employment
33. Occupational Safety and Health Act Compliance
34. Fair Labor Standards Act
35. Texting When Driving
36. E-Verify

**RFP NO. 20-08-REC**  
**CAPT. ROYAL MELVIN HERITAGE PARK AND PLAZA CONSTRUCTION PROJECT**

**CONTRACT BY AND BETWEEN**  
**CITY OF DESTIN, FLORIDA AND**

On \_\_\_\_\_, 2020, THE CITY COUNCIL OF THE CITY OF DESTIN, FLORIDA, (hereinafter referred to as the "City") accepted the Bid of \_\_\_\_\_, (hereinafter referred to as the "Contractor") for RFP NO. 20-08-REC CAPT. ROYAL MELVIN HERITAGE PARK AND PLAZA CONSTRUCTION PROJECT. The RFP is attached hereto as Exhibit "A," and is fully incorporated herein. The Contractor's completed bid submittal is attached hereto as Exhibit "B," and fully incorporated herein. In the event of conflict between Exhibit "A" or Exhibit "B" and this Contract, this Contract shall control.

Terms and conditions of the Contract for RFP NO. 20-08-REC CAPT. ROYAL MELVIN HERITAGE PARK AND PLAZA CONSTRUCTION PROJECT are as follows:

1. Entire Agreement:

This Contract represents the entire and integrated Contract between the City and Contractor and supersedes all prior negotiations, representations, or agreements, either written or oral. Provisions of this Contract may be amended only by written instrument approved by the Destin City Council and signed by the City Manager and Contractor.

2. Intent of Contract:

This Contract is for the construction of a new park located at 206 Harbor Blvd in Destin, Florida and as further described in Exhibits "A" and "B." The Scope of Work (hereinafter referred to as the "Work") encompasses the foregoing and all descriptive work components contained within Exhibits "A" and "B."

3. Commencement and Accomplishment of Contract and Time Extensions:

Permitting is mandatory. No Work shall be performed by the Contractor prior to the Commencement Date established within the Notice to Proceed. Contractor shall provide notice as may be required within the technical specifications and permits, attached hereto, and made a part hereof, to all regulatory agencies or parties having jurisdiction or interest in this Contract. Contractor shall diligently pursue the completion of the Work and shall be solely responsible for all construction means, methods, techniques, sequences, and procedures, as well as coordination of all portions of the Work under the Contract.

If Contractor is obstructed or delayed in the prosecution of or completion of the Work as a result of unforeseeable causes beyond the control of the Contractor, and not due to its own fault or neglect, including but not restricted to acts of nature or the public enemy, acts of government, fires, floods, epidemics, quarantine regulations, strikes or lockouts, Contractor shall notify the City in writing within forty-eight (48) hours after the commencement of such delay, stating the causes thereof. Failure to notify the City in writing within forty-eight (48) hours shall result in waiver of any rights which Contractor may have to request a time extension.

4. Time for Performance:

The Contractor shall schedule and complete all authorized Work for the satisfactory approval and acceptance by the City not later than \_\_\_\_\_. City and Contractor recognize that since time is of the essence for this Contract, the City will suffer financial loss if the Work is not completed and approved within the time specified.

Time is of the essence in the performance of the Work under the Contract. Contractor shall commence the Work no later than two (2) days from receipt of Notice to Proceed.

5. Compensation:

All payments upon this Contract are contingent upon the Contractor's Work being acceptable to the City. For satisfactory completion and acceptance of the Work, the City agrees to pay the Contractor in accordance with the terms of this Agreement and the Contractor's Cost Schedule as identified in the Bid Form submitted by the Contractor, as may have been adjusted at the time of contract approval and incorporated herein. For purposes of this Contract, total compensation sum shall be \$\_\_\_\_\_.

In no instance shall the City pay more than ninety-percent (90%) of the total Contract sum until its acceptance of the Work. In the event the City agrees to progress payments on this Contract, Contractor shall be entitled to not more than two payment applications per month utilizing the payment application form attached as Exhibit "C." An executed and notarized copy of the Release and Affidavit attached as Exhibit "D" shall be supplied prior to release of each progress and the final payment. Together with its applications for each progress payment and the final payment, Contractor shall furnish City with a Waiver of Right to Claim Against the Payment Bond (Progress Payment) and Waivers of Right to Claim Against the Payment Bond (Final Payment) in the forms attached hereto as Exhibits "E" and "F," respectively.

6. Changes in the Work:

City shall have the right at any time during the progress of the Work to increase or decrease the Work. Promptly after having been notified of a change, Contractor shall submit an itemized estimate of any cost and/or time increases or savings it foresees as a result of the change. No addition or changes to the Work shall be made except upon written change order of the City and the City shall not be liable to Contractor for any increased compensation without such written change order. No officer, employee or agent of the City is authorized to direct any extra or changed Work orally. A change order, in the form attached as Exhibit "G" shall be issued and executed promptly after an agreement is reached between the Contractor and City concerning any requested changes as detailed by the itemized estimate. Contractor shall promptly perform changes authorized by duly executed change orders.

7. Bonds:

Contractor shall furnish City a Payment and Performance Bond in an amount equal to the contract price pursuant to Section 255.05, Florida Statutes (the Florida Little Miller Act") prior to commencement of the work. The Bond shall be in substantially the same form as attached hereto as Exhibit "H."

8. Insurance:

Contractor shall, during the performance of the contract, maintain Worker's Compensation Insurance sufficient to secure benefits of the Florida Workmen's Compensation Law for all employees and any of the

work sublet to any vendor or subcontractor, Comprehensive General Liability Insurance, Auto Liability Insurance, Builder's Risk Insurance, all with companies and in the form and amounts acceptable to the City. Said certificates of insurance of contractor are attached hereto and made a part hereof by reference. If any part of the work is sublet, similar insurance shall be provided by and on behalf of any subcontractors.

Evidence of Insurance: Contractor shall provide the City Certificates of Insurance naming the City as an additional insured and certificate holder. All binders, policies, or certificates of insurance shall provide for at least ten days notice from insurers to the City of any cancellation or amendment to any of the insurance policies.

9. Indemnification:

Contractor shall indemnify, defend, save, and hold the City, its agents, officers and employees, harmless of and from any losses, fines, penalties, costs, damages, injuries, claims, demands, suits, and liabilities of any nature, including reasonable attorney's fees and court costs (including regulatory and appellate fees) (collectively "Injuries and Damages"), arising out of, because of, or due to Contractor's performance of the Work under this Contract, whether the Injuries and Damages are to persons or property, of any nature whatsoever, regardless of the apportionment of negligence, unless due to the sole negligence of the City.

Contractor shall indemnify, defend, save and hold the City, its agents, officers and employees, harmless of and from and against any and all liens, claims, damages, demands, suits and liabilities, attorney's fees and costs, including appellate attorney's fees and costs, of and for subcontractors, laborers, and materialmen furnishing any labor, services and materials in the performance of this Contract.

10. Licensing:

The Contractor shall obtain all permits and maintain at its expense all professional and business certificates and licenses required by law and as necessary to perform services under this Contract. If Contractor performs any Work without obtaining, or contrary to, permits and licenses, Contractor shall bear all costs arising therefrom and the City shall incur no liability. The City may, at its discretion, waive fees for City controlled permits, but in no instance can the City waive permit requirements nor fees beyond its control.

11. Cancellation:

City shall have the unconditioned right to cancel or terminate this Contract prior to issuance of Notice to Proceed without owing any liability to the Contractor.

12. Performance of Work/Responsibilities:

The performance of Work and responsibilities hereto are outlined and made a part hereof as identified in this Contract, including the incorporated Exhibits "A," and "B."

13. Final Payment:

The Contractor shall as an explicit condition precedent for final payment, furnish the City with a properly executed and notarized copy of the Release and Contractor's Final Affidavit, as well as a duly executed copy of the Surety's Consent to Final Payment and such other documentation that may be required by the Contract or the City.

14. Termination for Cause:

The Contract will remain in force for the full period specified and until the City Manager or his/her designee determines that all requirements and conditions have been satisfactorily met and the City Manager or his/her designee has accepted the Work following the initial contract terms and all subsequent contract terms, including warranty and guarantee periods. However, the City Manager will have the right to terminate this Contract sooner if the Contractor has failed to perform satisfactorily the Work required or comply with the other requirements of the Contract.

In the event the City Manager decides to terminate this Contract for the Contractor's failure to perform satisfactorily or meet its other responsibilities under the Contract, the City Manager will give the Contractor five (5) days' prior notice ("Termination for Cause"), whereupon the Contract shall terminate, unless during the notice period the Contractor cures the failure to perform and meets its other responsibilities under the Contract to the satisfaction of the City Manager.

In the event of Termination for Cause of the Contract, the Contractor will be entitled to receive compensation for Contract services satisfactorily performed by the Contractor and allocable to the Contract and accepted by the City Manager or his/her designee prior to such termination. However, an amount equal to all additional costs required to be expended by the City to complete the Work covered by the Contract, including costs of delay in completing the project, shall be offset against any amount due to the Contractor at the time of termination.

Except as otherwise directed by the City Manager, or in the case of Termination for Cause the Contractor shall stop work on the date of receipt of the notice or other date specified in the notice, place no further orders or subcontract for materials, services, or facilities except as are necessary for the completion of such portion of the work not terminated, and terminate all contractors and subcontracts and settle all outstanding liabilities and claims.

*In the event that any Termination for Cause shall be found to be improper or invalid by a court, then such termination shall be deemed to have been a Termination for Convenience.*

15. Termination for Convenience:

The performance of work under this Contract may be terminated by the City Manager in whole or in part whenever the City Manager, in his/her discretion, determines that such termination is in the City's best interest or for any reason whatsoever. Any such termination shall be effected by the City Manager giving at least five (5) days' prior notice to the Contractor, specifying the extent to which performance of the Work under this Contract is terminated and the date upon which such termination becomes effective.

As to Termination for Convenience, as of the date of termination set forth in the notice, the Contractor shall stop all Work as specified in the notice; place no further orders or subcontract for materials, services, or facilities except as are necessary for the completion of such portion of the Work not terminated; immediately transfer all documentation and paperwork for terminated work to the City; and terminate all contractors and subcontracts and settle all outstanding liabilities and claims.

16. Disclosure:

Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor to solicit or secure this Contract and that it has not paid or agreed

to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Contractor, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Contract.

17. Miscellaneous:

17.1 Governing Law/Jurisdiction/Venue

This Contract and the relationship of the parties shall be governed exclusively by the laws of the State of Florida. The state courts of Okaloosa County, Florida shall be the exclusive jurisdiction and venue for any litigation that results from either parties' breach or alleged breach of this Contract.

17.2 Severability

If any section, subsection, term or provision of this Contract or the application thereof to any party or circumstance shall, to any extent, be determined to be invalid or unenforceable, the remainder of said section, subsection, term or provision of this Contract or the application of same to parties or circumstances other than those to which it was held invalid or unenforceable, shall not be affected thereby and each remaining section, subsection, term or provision of this Contract shall be valid or enforceable to the fullest extent permitted by law.

17.3 Sovereign Immunity

Nothing in this Agreement is intended to nor shall be construed to waive the CITY's sovereign rights and immunities under the Florida Constitution, Common law, or Florida Statutes §768.28, as amended from time to time.

17.4 Construction

The Parties have participated jointly in the negotiation and drafting of this Contract. In the event an ambiguity or question of intent or interpretation arises, this Contract shall be construed as if drafted jointly by the Parties and no presumption or burden of proof shall arise favoring or disfavoring any Party by virtue of the authorship of any of the provision of this contract.

17.5 Jury Trial Waiver

**CONTRACTOR AND CITY HEREBY WAIVE THEIR RIGHTS TO A TRIAL BY JURY REGARDING ANY LAWSUIT INVOLVING THE INTERPRATION, CONSTRUCTION, ENFORCEMENT, OR GOVERNANCE OF THIS CONTRACT, AND FOR ANY LAWSUIT RELATED IN ANY WAY TO THIS CONTRACT, ARISING OUT OF THIS CONTRACT, OR FOR THE WORK PERFORMED PURSUANT TO THIS CONTRACT.**

17.6 Attorney's Fees

In any dispute relating to this Contract each party shall be responsible for paying its own attorney's fees and costs.

17.7 Incorporation of Required Federal Contract Clauses

The City is the recipient of federal money for the Work. Therefore, certain federal obligations and requirements apply. These obligations and requirements are attached hereto as Exhibit "I." Exhibit "I" is fully incorporated herein, and Contractor agrees and warrants that it can or will fully meet all these obligations and requirements, if applicable. In the event of a conflict between Exhibit "I" and this Contract, Exhibit "I" shall control.

#### 17.8 Notices

All notices under the Contract shall be in writing and shall be effective when mailed by certified mail, return receipt requested, or when delivered personally, as provided hereafter, or to such other addresses as may be designated by notice:

As to City:

City of Destin, Florida  
Attn: Lance A. Johnson, City Manager  
4200 Indian Bayou Trail  
Destin, FL 32541

As to Contractor:

Contractor Name  
Attn:  
Address  
City, State, Zip Code

#### 17.9 Public Records

Contractor shall comply with Florida Public Records Laws, specifically to:

- a) Keep and maintain public records that ordinarily and necessarily would be required by the City of Destin in order to perform the service.
- b) Provide the public with access to public records on the same terms and conditions that the City of Destin would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or as otherwise provided by law.
- c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
- d) Meet all requirements for retaining public records and transfer, at no cost, to the City of Destin all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the City of Destin in a format that is compatible with the information technology systems of the City of Destin.
- e) **IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTRACTOR SHALL CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (850) 837-4242, CITY CLERK, 4200 INDIAN BAYOU TRAIL, DESTIN, FL 32541.**

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the City hereunto caused these presents to be subscribed and the Contractor has affixed their name and seal, this the \_\_\_\_\_ day of \_\_\_\_\_, 2020.

CITY OF DESTIN

By: \_\_\_\_\_  
Lance A. Johnson  
City Manager

ATTEST:

\_\_\_\_\_  
Rey Bailey  
City Clerk

SEAL

CONTRACTOR:

By: \_\_\_\_\_  
\_\_\_\_\_  
President

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Witness

SAMPLE

**EXHIBIT "A"**  
**RFP NO. 20-08-REC**  
**CAPT. ROYAL MELVIN HERITAGE PARK AND PLAZA CONSTRUCTION PROJECT**

**SAMPLE**

**EXHIBIT "B"**  
**RFP NO. 20-08-REC**  
**CAPT. ROYAL MELVIN HERITAGE PARK AND PLAZA CONSTRUCTION PROJECT**  
**BID OF \_\_\_\_\_**

**SAMPLE**

**EXHIBIT "C"**

APPLICATION AND CERTIFICATE FOR PAYMENT FORM

Application No. \_\_\_\_\_ Progress \_\_\_\_\_ Final \_\_\_\_\_

Engineer's Project No.: \_\_\_\_\_

Project: **City of Destin, Florida**

**RFP NO. 20-08-REC**  
**CAPT. ROYAL MELVIN HERITAGE PARK AND PLAZA CONSTRUCTION PROJECT**

Contractor: \_\_\_\_\_ Contract Date: \_\_\_\_\_

Contract for: \_\_\_\_\_

Application Date: \_\_\_\_\_ For Period Ending \_\_\_\_\_

Change Order Summary		ADDITION	DEDUCTIONS
Change Orders approved in previous months by OWNER TOTAL			
Approved this month			
Number	Date Approved		
	TOTALS		
Net Change by Change Order			

1. ORIGINAL CONTRACT SUM \$ \_\_\_\_\_
2. Net Change by Change Order \$ \_\_\_\_\_
3. CONTRACT SUM TO DATE (Line 1 and 2) \$ \_\_\_\_\_
4. TOTAL COMPLETED AND STORED TO DATE \$ \_\_\_\_\_
5. RETAINAGE: (Column I & N, Forms 00845 and 00846)
  - a. \_\_\_\_\_% of Completed Work \$ \_\_\_\_\_
  - b. \_\_\_\_\_% of Stored Material \$ \_\_\_\_\_
 Total Retainage (Line 5a and 5b) \$ \_\_\_\_\_
6. TOTAL EARNED LESS RETAINAGE  
(Line 4 less Line 5 Total) \$ \_\_\_\_\_
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT  
(Line 6 from prior Certificate) \$ \_\_\_\_\_
8. AMOUNT DUE THIS APPLICATION \$ \_\_\_\_\_
9. BALANCE TO FINISH, PLUS RETAINAGE  
(Line 3 less Line 6) \$ \_\_\_\_\_

Contractor's Certification

The undersigned Contractor hereby swears under penalty of perjury that (1) all previous progress payments received from the Owner on account of Work performed under the contract referred to above have been applied by the undersigned to discharge in full all obligations of the undersigned incurred in connection with Work covered by prior Applications for Payment numbered 1 through\_\_ inclusive; and (2) all materials and equipment incorporated in said Project or otherwise listed in or covered by this Application for Payment are free and clear of all liens, claims, security interest and encumbrances; (3) all Work covered by this Application for Payment is in accordance with the Contract Documents and not defective as that term is defined in the Contract Documents.

Dated \_\_\_\_\_, 20\_\_

\_\_\_\_\_  
(Contractor)

By: \_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Title)

COUNTY OF \_\_\_\_\_  
STATE OF \_\_\_\_\_

Before me on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, personally appeared by means of \_\_ physical presence or \_\_ online notarization, \_\_\_\_\_, known to me, who being duly sworn, deposes and says that (s)he is the \_\_\_\_\_ of the Contractor; that he executed the above Application for Payment and statement on behalf of said Contractor; and that all of the statements contained therein are true, correct and complete.

\_\_\_\_\_  
Notary Public  
My Commission Expires \_\_\_\_\_

Payment of the above AMOUNT DUE THIS APPLICATION is recommended.

By: \_\_\_\_\_

Date: \_\_\_\_\_

Owner's Approval

By: \_\_\_\_\_

\_\_\_\_\_  
(Title)

Acct. No. \_\_\_\_\_

Date: \_\_\_\_\_

END OF SECTION





**EXHIBIT "D"**

**RELEASE AND AFFIDAVIT**

COUNTY OF \_\_\_\_\_ )  
STATE OF FLORIDA)

Before me, the undersigned authority, personally appeared \_\_\_\_\_, who after being duly sworn, deposes and says:

(1) In accordance with the Contract Documents and in consideration of \$ \_\_\_\_\_ paid, \_\_\_\_\_. ("CONTRACTOR") releases and waives for itself and its subcontractors, materialmen, successors and assigns, all claims demands, costs and expenses, whether in contract, in tort, or otherwise, against the CITY OF DESTIN, ("CITY") relating in any way to the performance of the Contract between CONTRACTOR and CITY dated \_\_\_\_\_, 2020, for the period through \_\_\_\_\_ for the RFP NO. 20-08-REC CAPT. ROYAL MELVIN HERITAGE PARK AND PLAZA CONSTRUCTION PROJECT.

(2) CONTRACTOR certifies for itself and its subcontractors, materialmen, and all successors and assigns, that all charges for labor, materials, supplies, lands, licenses and other expenses for which CITY might be sued or for which a lien or a demand against any payment bond might be filed, have been satisfied and paid.

(3) CONTRACTOR agrees to indemnify, defend, and save harmless CITY from all demands or suits, actions, claims of liens or other charges filed or asserted against the CITY arising out of the performance by CONTRACTOR of the WORK covered by this Release and Affidavit.

(4) This Release and Affidavit is given in connection with CONTRACTOR'S (progress/final) Application for Payment No. \_\_\_\_\_.

[Corporate Seal]

CONTRACTOR:

\_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Witness

STATE OF FLORIDA  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this \_\_\_\_\_ day of \_\_\_\_\_, 2020, by \_\_\_\_\_, as \_\_\_\_\_ of \_\_\_\_\_, a Florida corporation, on behalf of the corporation.

He/she is personally known to me OR has produced \_\_\_\_\_ as identification and (did/did not) take an oath.

My Commission Expires:

\_\_\_\_\_  
(signature)

Name: \_\_\_\_\_  
(Legibly Printed)

(AFFIX OFFICIAL SEAL)

Notary Public, State of \_\_\_\_\_

Serial No., If Any: \_\_\_\_\_

SAMPLE

**EXHIBIT "E"**

**WAIVER OF RIGHT TO CLAIM  
AGAINST THE PAYMENT BOND  
(PROGRESS PAYMENT)**

The undersigned, in consideration of the sum of \$\_\_\_\_\_, hereby waives its right to claim against the payment bond for labor, services, or materials furnished through (insert date) to\_\_\_\_\_. on the job of the City of Destin, Florida , for improvements to the following described project: CAPT. ROYAL MELVIN HERITAGE PARK AND PLAZA CONSTRUCTION PROJECT

This waiver does not cover any retention, or any labor, services, or materials furnished after the date specified.

CLAIMANT:

[Corporate Seal]

By: \_\_\_\_\_

Date: \_\_\_\_\_

SAMPLE

**EXHIBIT "F"**

**WAIVER OF RIGHT TO CLAIM  
AGAINST THE PAYMENT BOND  
(FINAL PAYMENT)**

The undersigned, in consideration of the final payment in the amount of \$\_\_\_\_\_, hereby waives its right to claim against the payment bond for labor, services, or materials furnished to \_\_\_\_\_ on the job of the City of Destin, Florida, for improvements to the following described project: CAPT. ROYAL MELVIN HERITAGE PARK AND PLAZA CONSTRUCTION PROJECT.

CLAIMANT:

\_\_\_\_\_  
\_\_\_\_\_

[Corporate Seal]

By: \_\_\_\_\_

Date: \_\_\_\_\_

**SAMPLE**

**EXHIBIT "G"**

**CHANGE ORDER FORM**

Project: **City of Destin, Florida**

**RFP NO. 20-08-REC**

**CAPT. ROYAL MELVIN HERITAGE PARK AND PLAZA CONSTRUCTION PROJECT**

CHANGE ORDER NO. \_\_\_\_\_

DATE OF ISSUANCE: \_\_\_\_\_

CONTRACTOR: \_\_\_\_\_

EFFECTIVE DATE: \_\_\_\_\_

ENGINEER: \_\_\_\_\_

OWNER'S CONTRACT NO.: \_\_\_\_\_

The following changes are hereby made to the Contract Documents:

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIMES:
Original Contract Price \$ _____	Original Contract Times Substantial Completion: _____ Ready for final payment: _____ days or dates
Net changes from previous Change Orders No. ___ to No. ___ \$ _____	Net change from previous Change Orders No. ___ to No. ___ _____ days
Contract Price prior to this Change Order \$ _____	Contract Times prior to this Change Order Substantial Completion: _____ Ready for final payment: _____ days or dates
Net Increase (decrease) of this Change Order \$ _____	Net Increase (decrease) of this Change Order _____ days
Contract Price with all approved Change Orders \$ _____	Contract Times with all approved Change Orders Substantial Completion: _____ Ready for final payment: _____ days or dates

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CHANGES ORDERED:

- I. GENERAL This change order is necessary to cover changes in the work to be performed under this Contract. The General Conditions, Supplementary Conditions, Specifications, and all parts of the Project Manual listed in Article 1, Definitions, of the General Conditions apply to and govern all work under this change order.

Change Order No. \_\_\_\_\_

- II. REQUIRED CHANGES: \_\_\_\_\_

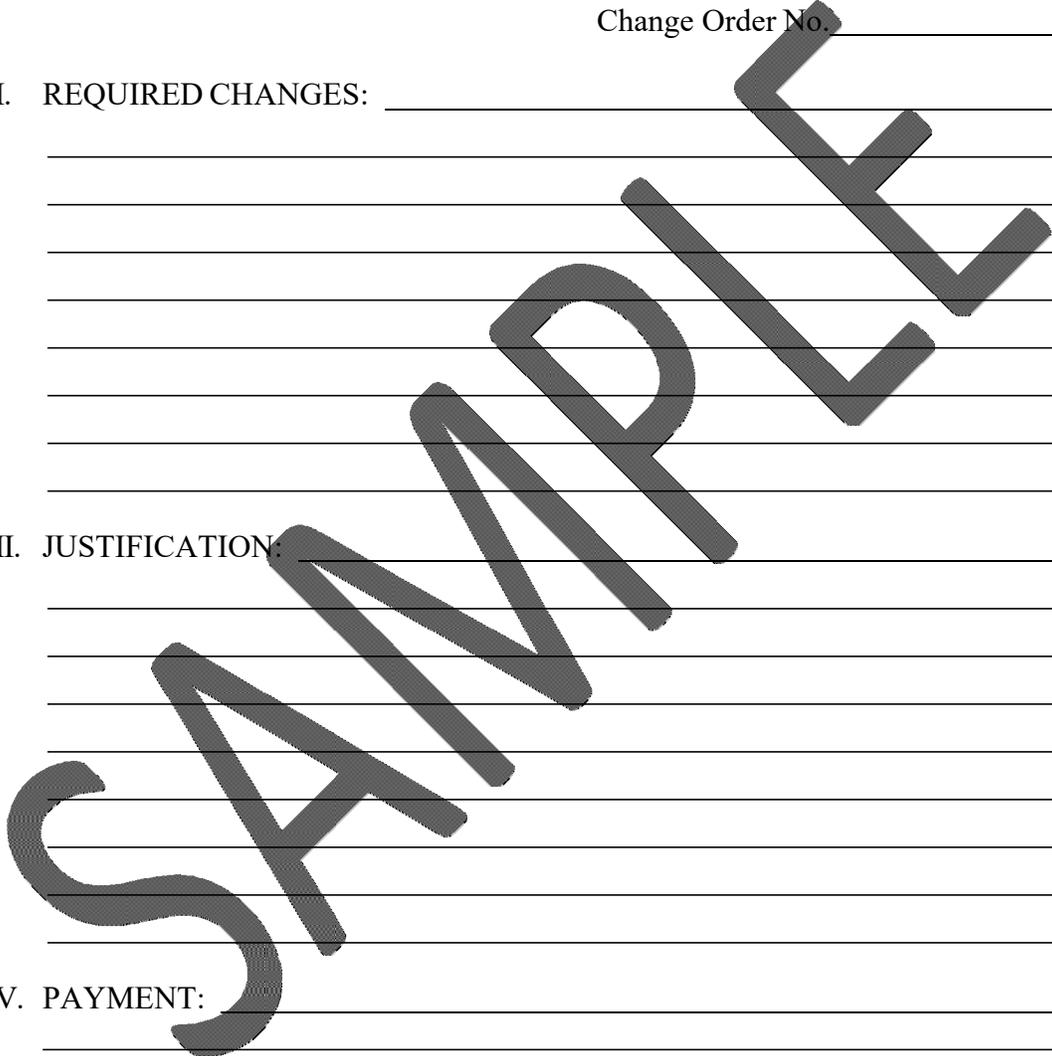
\_\_\_\_\_  
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- III. JUSTIFICATION: \_\_\_\_\_

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\_\_\_\_\_  
\_\_\_\_\_

- IV. PAYMENT: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



V. APPROVAL AND CHANGE AUTHORIZATION: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Acknowledgments:

The aforementioned change, and work affected thereby, is subject to all provisions of the original contract not specifically changed by this Change Order; and,

It is expressly understood and agreed that the approval of the Change Order shall have no effect on the original contract other than matters expressly provided herein.

Change Order Request by: \_\_\_\_\_

Change(s) Ordered by: \_\_\_\_\_

RECOMMENDED BY:

ACCEPTED BY:

\_\_\_\_\_  
(Engineer) (Contractor)

By: \_\_\_\_\_  
(Authorized Signature) (Date) (Authorized Signature) (Date)

\_\_\_\_\_  
(Title) (Title)

APPROVED BY:

\_\_\_\_\_  
(Owner)

By: \_\_\_\_\_  
(Authorized Signature) (Date)

**Exhibit "H"**

**PUBLIC CONSTRUCTION BOND**

BY THIS BOND, We \_\_\_\_\_, as Principal and \_\_\_\_\_, a corporation, as Surety, are bound to the City of Destin, Florida, herein called Owner, in the sum of \$ \_\_\_\_\_, for payment of which we bind ourselves, our heirs, personal representatives, successors, and assigns, jointly and severally.

THE CONDITION OF THIS BOND is that if Principal:

1. Performs the contract dated \_\_\_\_\_ between Principal and Owner for construction of CAPT. ROYAL MELVIN HERITAGE PARK AND PLAZA CONSTRUCTION PROJECT, the contract being made a part of this bond by reference, at the times and in the manner prescribed in the contract; and
2. Promptly makes payments to all claimants, as defined in Section [255.05\(1\)](#), Florida Statutes, supplying Principal with labor, materials, or supplies, used directly or indirectly by Principal in the prosecution of the work provided for in the contract; and
3. Pays Owner all losses, damages, expenses, costs, and attorney's fees, including appellate proceedings, that Owner sustains because of a default by Principal under the contract; and
4. Performs the guarantee of all work and materials furnished under the contract for the time specified in the contract, then this bond is void; otherwise it remains in full force.

Any action instituted by a claimant under this bond for payment must be in accordance with the notice and time limitation provisions in Section [255.05\(2\)](#), Florida Statutes.

Any changes in or under the contract documents and compliance or noncompliance with any formalities connected with the contract or the changes does not affect Surety's obligation under this bond.

DATED ON \_\_\_\_\_

\_\_\_\_\_  
(Name of Principal)

By: \_\_\_\_\_  
(As Attorney in Fact)

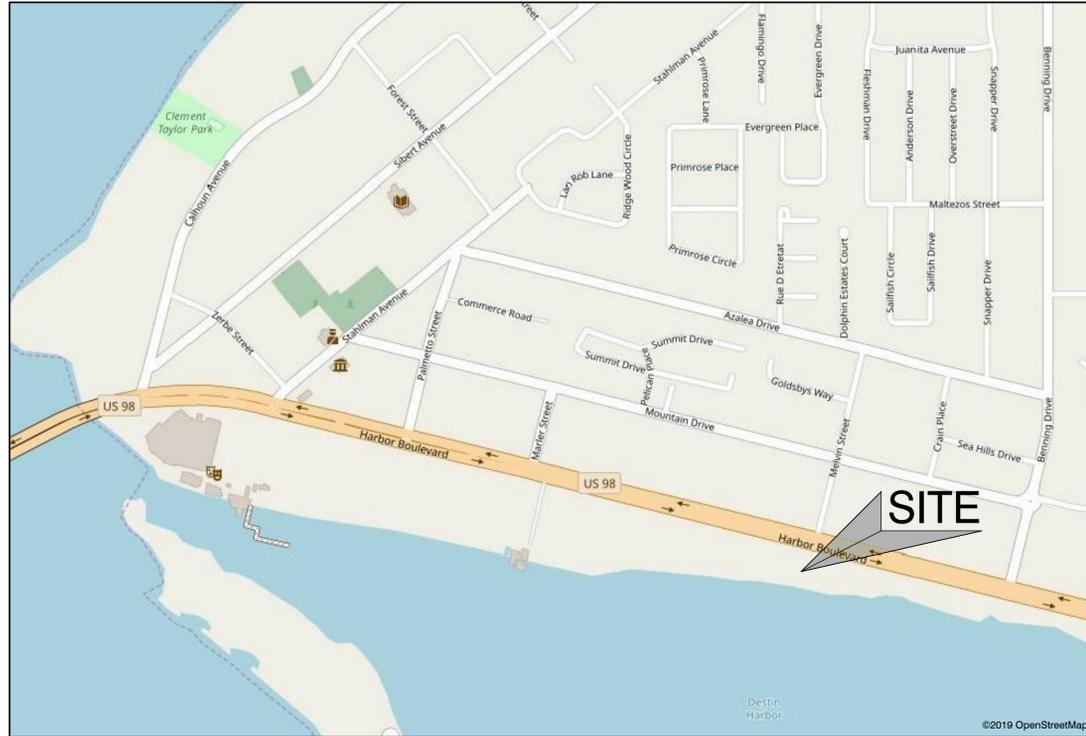
\_\_\_\_\_  
(Name of Surety)

**Exhibit "I"**

**Federally Required Contract Clauses**

**SAMPLE**

# ROYAL MELVIN PARK CITY OF DESTIN, FLORIDA



**VICINITY MAP**  
NOT TO SCALE

### DUTY TO INDEMNIFY

THE CONTRACTOR SHALL DEFEND, INDEMNIFY, KEEP AND SAVE HARMLESS THE OWNER AND ENGINEER AND THEIR RESPECTIVE MEMBERS, REPRESENTATIVES, AGENTS AND EMPLOYEES, IN BOTH INDIVIDUAL AND OFFICIAL CAPACITIES, AGAINST ALL SUITS, CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING ATTORNEY'S FEES, CAUSED BY, GROWING OUT OF, OR INCIDENTAL TO THE PERFORMANCE OF THE WORK UNDER THE CONTRACT BY THE CONTRACTOR OR ITS SUBCONTRACTORS TO THE FULL EXTENT AS ALLOWED BY THE LAWS OF THE STATE OF FLORIDA AND NOT BEYOND ANY EXTENT WHICH WOULD RENDER THESE PROVISIONS VOID OR UNENFORCEABLE. IN THE EVENT OF ANY SUCH INJURY (INCLUDING DEATH) OR LOSS OR DAMAGE, OR CLAIMS THEREFORE, THE CONTRACTOR SHALL GIVE PROMPT NOTICE TO THE OWNER.

### LEGAL DESCRIPTION - AS PER DEED

THE WESTERLY 68 FEET OF LOT 7-G, MORENO POINT MILITARY RESERVATION SURVEY OF LOTS IN UNSECTIONALIZED TOWNSHIP 2 SOUTH, RANGE 23 WEST, CITY OF DESTIN, AS RECORDED IN DEED BOOK 25, PAGE 573, OF THE PUBLIC RECORDS OF OKALOOSA COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS BEGINNING AT AN IRON PIN (#3724) ON THE SOUTHERLY RIGHT-OF-WAY OF U.S. HIGHWAY 98 (100' R/W), MARKING THE NORTHWESTERLY CORNER OF SAID LOT 7-G; THENCE SOUTH 80 DEGREES 39' 40" EAST (REFERENCE BEARING) ALONG SAID RIGHT-OF-WAY, A DISTANCE OF 67.93 FEET TO AN IRON PIN (#0340); THENCE DEPARTING SAID RIGHT-OF-WAY, SOUTH 09 DEGREES 20' 42" WEST, 448.16 FEET TO AN IRON PIN (NO#); THENCE CONTINUE SOUTH 09 DEGREES 20' 42" WEST, 45.12 FEET TO A POINT ON THE SOUTHERNMOST EDGE OF A WOOD BOARDWALK ALONG DESTIN HARBOR; THENCE NORTH 81 DEGREES 32' 49" WEST ALONG SAID BOARDWALK, 68.00 FEET; THENCE DEPARTING SAID DESTIN HARBOR, NORTH 09 DEGREES 21' 02" EAST, 15.58 FEET TO AN IRON PIN (#0340); THENCE CONTINUE NORTH 09 DEGREES 21' 02" EAST, A DISTANCE OF 478.86 FEET TO THE POINT OF BEGINNING.

### UTILITY PROVIDERS

(WATER/SEWER) DESTIN WATER USERS, INC. 14 INDUSTRIAL PARK LANE DESTIN, FL 32541 (850) 837-6146	(TELEPHONE) CENTURYLINK 411 MARY ESTHER CUTOFF #411B FT. WALTON BEACH, FL 32548 (850) 244-1150	(ELECTRIC) GULF POWER ONE ENERGY PLACE PENSACOLA, FL 32520 (800) 225-5797	(GAS) OKALOOSA GAS DISTRICT 367 VALPARAISO BOULEVARD VALPARAISO, FL 32580 (850) 729-4700	(CABLE) COX COMMUNICATIONS 99 EGLIN PKWY NE, SUITES 21 & 22 FORT WALTON BEACH, FL 32548 (850) 226-6872
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### CLIENT INFORMATION

CITY OF DESTIN  
4200 INDIAN BAYOU TRAIL  
DESTIN, FLORIDA 32541

### NOTE

USE LATEST CITY OF DESTIN, AND/OR F.D.O.T. TECHNICAL SPECIFICATIONS AND DETAILS UNLESS OTHERWISE NOTED.

### CONTRACTOR NOTE

CONTRACTOR TO PROVIDE M.O.T. TO F.D.O.T.

### SHEET INDEX

REV	DATE	DESCRIPTION
1	2.11.2020	COMMENTS FROM FOOT ACCESS REVIEW
2	03/06/2020	REVISIONS PER CITY OF DESTIN REVIEW
3	04/15/2020	REVISIONS PER CITY OF DESTIN REVIEW
4	04/17/2020	REVISION TO ACCESS POINT AND REISSUED FOR CITY USE

SHEET NO.	SHEET TITLE
C01	COVER SHEET
C02	EXISTING CONDITIONS & DEMOLITION
C03	SITE PLAN
C04	POTABLE WATER & WASTEWATER IMPROVEMENT PLAN
C05	GRADING PLAN
C06	MISCELLANEOUS DETAILS I
C07	MISCELLANEOUS DETAILS II
C08	MISCELLANEOUS DETAILS III
C09	SPECIFICATION SHEET I
A1.1	PROJECT NOTES
A3.1	LIFE SAFETY PLAN
A4.1	FLOOR PLAN
A5.1	ROOF PLAN
A7.1	RESTROOM PLAN
A10.1	ELEVATIONS
A12.1	ROOFING PLAN
A12.2	WALL SECTIONS
S0.0	STRUCTURAL GENERAL NOTES
S1.0	FOUNDATION PLAN
S1.1	SECOND FLOOR PLAN
S2.0	STRUCTURAL DETAILS
S2.1	STRUCTURAL DETAILS
S3.0	STRUCTURAL DETAILS
E1.0	ELECTRICAL SITE PLAN
E1.1	ELECTRICAL PLAN / CONTROLS
M1.1	MECHANICAL PLAN
P1.1	PIPING FLOOR PLAN
P2.1	PLUMBING DETAILS & SPECIFICATIONS



**JENKINS ENGINEERING, INC.**  
101 HART STREET  
NICOVILLE, FLORIDA 32576  
PHONE 850.876.5141  
FAX 850.729.2460



JAMIE S. EUBANKS, P.E.  
FL REGISTRATION NO. 71438

BY	DATE	DESCRIPTION
CEJ		
JAW		
JAW		
JAW		

CITY OF DESTIN  
**ROYAL MELVIN PARK**  
CITY OF DESTIN, FLORIDA  
**COVER SHEET**  
NOT VALID UNLESS BEARING ENGINEER'S ORIGINAL SIGNATURE

JOB: 19-03  
DATE: 03/27/19  
DESIGNED: JSE/JAW  
DRAWN: JAW/CEJ

BAR IS ONE INCH ON ORIGINAL  
IF NOT ONE INCH ON THIS SHEET  
ADJUST SCALES ACCORDINGLY

DRAWING NUMBER  
1 OF 28

SHEET NUMBER  
**C01**

**CITY OF DESTIN DUST & VIBRATION NOTES**

**CITY OF DESTIN DUST CONTROL REQUIREMENTS**

1. GRADING OPERATIONS WILL NOT BE CONDUCTED WHEN WINDS EXCEED 30 MILES PER HOUR.
2. WATER WILL BE APPLIED WITH HOSE OR WATER TRUCK, AS NECESSARY, DURING EXCAVATION ACTIVITIES.
3. CONTRACTOR SHALL ENSURE THAT ANY OPEN-BODIED TRUCKS, TRAILERS OR OTHER VEHICLES TRANSPORTING PARTICULATE MATTER SHALL BE COVERED OR WETTED TO MINIMIZE DUST GENERATION DURING TRANSPORT.
4. STOCKPILED MATERIAL SHALL BE COVERED OR WETTED, AS REQUIRED, TO MINIMIZE DUST GENERATION DURING HIGH WIND CONDITIONS.
5. CONTRACTOR SHALL MINIMIZE THE HEIGHTS INVOLVED IN TRANSFER PROCESSES INVOLVING FREE FALL OF SOIL OR OTHER PARTICULATE MATTER TO MINIMIZE DUST EMISSIONS.
6. WATER WILL BE APPLIED BY HOSE OR WATER TRUCK, AS NECESSARY, TO UNPAVED SURFACES, INCLUDING ADJACENT RIGHT-OF-WAYS, OR ANY OTHER SURFACE THAT COULD CREATE AIRBORNE DUST.
7. GROUND COVER WILL BE PLACED FOR ALL OPEN AREAS IMMEDIATELY AFTER CONSTRUCTION ACTIVITIES HAVE BEEN COMPLETED.
8. DESIGNATED ROUTES WITHIN THE JOB SITE THAT WILL BE USED BY VEHICLES TRANSPORTING SOIL OR OTHER MATERIALS TO AND FROM THE SITE SHALL BE CLEARLY INDICATED.
9. CONTRACTOR SHALL PROVIDE BRUSHES, BROOMS, WATER, OR PRESSURE WASHERS, AS REQUIRED, TO REMOVE SOIL, SAND, DIRT AND ANY OTHER PARTICULATE MATTER FROM VEHICLE TIRES AND UNDERCARRIAGES PRIOR TO LEAVING THE SITE IN ORDER TO PREVENT THE TRACKING OUT OF SAID SOIL, SAND, DIRT AND ANY OTHER PARTICULATE MATTER ONTO THE ADJACENT RIGHT-OF-WAYS.
10. MAXIMUM SPEED OF CONSTRUCTION EQUIPMENT OR MATERIAL DELIVERIES SHALL BE 20 MILES PER HOUR.
11. ANY SOIL, SAND AND OTHER MATERIAL DEPOSITED OR EMITTED ONTO ANY RIGHT-OF-WAYS NEAR THE SITE SHALL BE REMOVED WITHIN 48 HOURS.
12. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO ENSURE THAT ANY DUST CONTROL SYSTEMS AND/OR DEVICES, INCLUDING BUT NOT LIMITED TO WATER APPLICATION SYSTEMS, FILTER REPLACEMENT, OR DAILY REMOVAL OF EXCESS DUST FROM CONTAINMENT AREAS ARE IN PROPER WORKING CONDITIONS PER MANUFACTURERS REQUIREMENTS OR STANDARD INDUSTRY PRACTICE.
13. MONITORING OF DUST EMISSIONS SHALL BE DONE TO ENSURE COMPLIANCE WITH RELEVANT REGULATORY REQUIREMENTS.
14. CONTRACTOR SHALL MAINTAIN A DAILY DUST CONTROL CHECKLIST AND SHALL PROVIDE TO THE CITY UPON REQUEST TO DOCUMENT COMPLIANCE WITH THESE REQUIREMENTS, AND MAINTAIN AT THE JOB SITE AT ALL TIMES.

**CITY OF DESTIN VIBRATION IMPACT REQUIREMENTS**

1. ANY ACTIVITY INCLUDING, BUT NOT LIMITED TO: PILE DRIVING, EARTHWORK COMPACTION, CONCRETE AND ASPHALT BREAKING WILL NOT TRANSMIT VIBRATIONS TO SENSITIVE RECEPTORS AT OR ABOVE THE FEDERAL TRANSIT ADMINISTRATION (FTA) APPROXIMATE VIBRATION DAMAGE THRESHOLD OF 95 VIBRATION DECIBELS (VDB).
2. FOR ANY ACTIVITY EXCEEDING 80 VDB THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING THE CITY OF DESTIN WITH A VIBRATION MINIMIZATION AND MITIGATION PLAN TO REDUCE IMPACTS TO THE SURROUNDING AREAS.

**SURVEYOR INFO:**  
BOUNDARY AND TOPOGRAPHIC INFORMATION SHOWN HEREIN PROVIDED BY:

CITY OF DESTIN, FLORIDA  
4200 INDIAN BAYOU TRAIL  
DESTIN, FL 32541  
PHONE: 850-837-4242



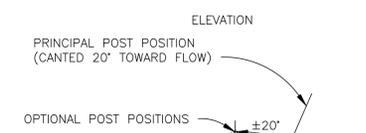
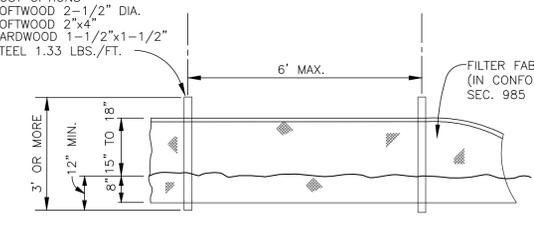
**LEGEND**

- AREAS TO BE REMOVED
- STAKED SILT FENCE
- EXISTING CONTOUR

**CONSTRUCTION SCREENING NOTE**

CONTRACTOR SHALL BE REQUIRED TO COMPLY WITH CONSTRUCTION SCREENING ORDINANCE SECTION 6-51 OF DESTIN CODE OF ORDINANCES. SCREENING MATERIAL SHALL BE AN OPAQUE MATERIAL CAPABLE OF ALLOWING AIR TO PASS BUT SEMI-PERVIOUS TO DUST AND DIRT. NO MATERIAL OVER 1/8 INCH SHALL PASS THROUGH THE MESH. SCREENING SHALL BE SECURELY AFFIXED TO THE CONSTRUCTION FENCE. FENCE SCREENING SHALL HAVE A MINIMUM HEIGHT OF 5 FEET AND MAXIMUM HEIGHT OF 8 FEET. MATERIAL SHALL BE MAINTAINED IN GOOD CONDITIONS AND TAUT THROUGHOUT THE ALLOTTED PERMIT TIME. SCREENING MUST BE KEPT SECURE FROM ANY WIND ACTION. IN CASES WHERE FINISHED GRADE OF THE SITE IS HIGHER BY MORE THAN 1 FOOT OR MORE THAN THE GRADE OF THE ADJOINING PROPERTIES, FENCE SHALL BE PLACED AT THE FINISHED GRADE AND NOT EXISTING GRADE. REFER TO ORDINANCE FOR SPECIFIC LANGUAGE.

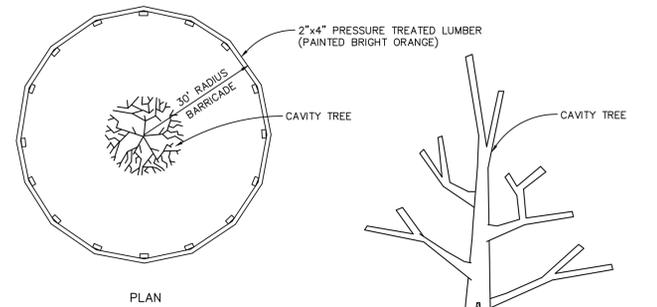
POST OPTIONS  
SOFTWOOD 2-1/2" DIA.  
SOFTWOOD 2"x4"  
HARDWOOD 1-1/2"x1-1/2"  
STEEL 1.33 LBS./FT.



**SECTION**  
**TYPE III SILT FENCE**  
N.T.S.

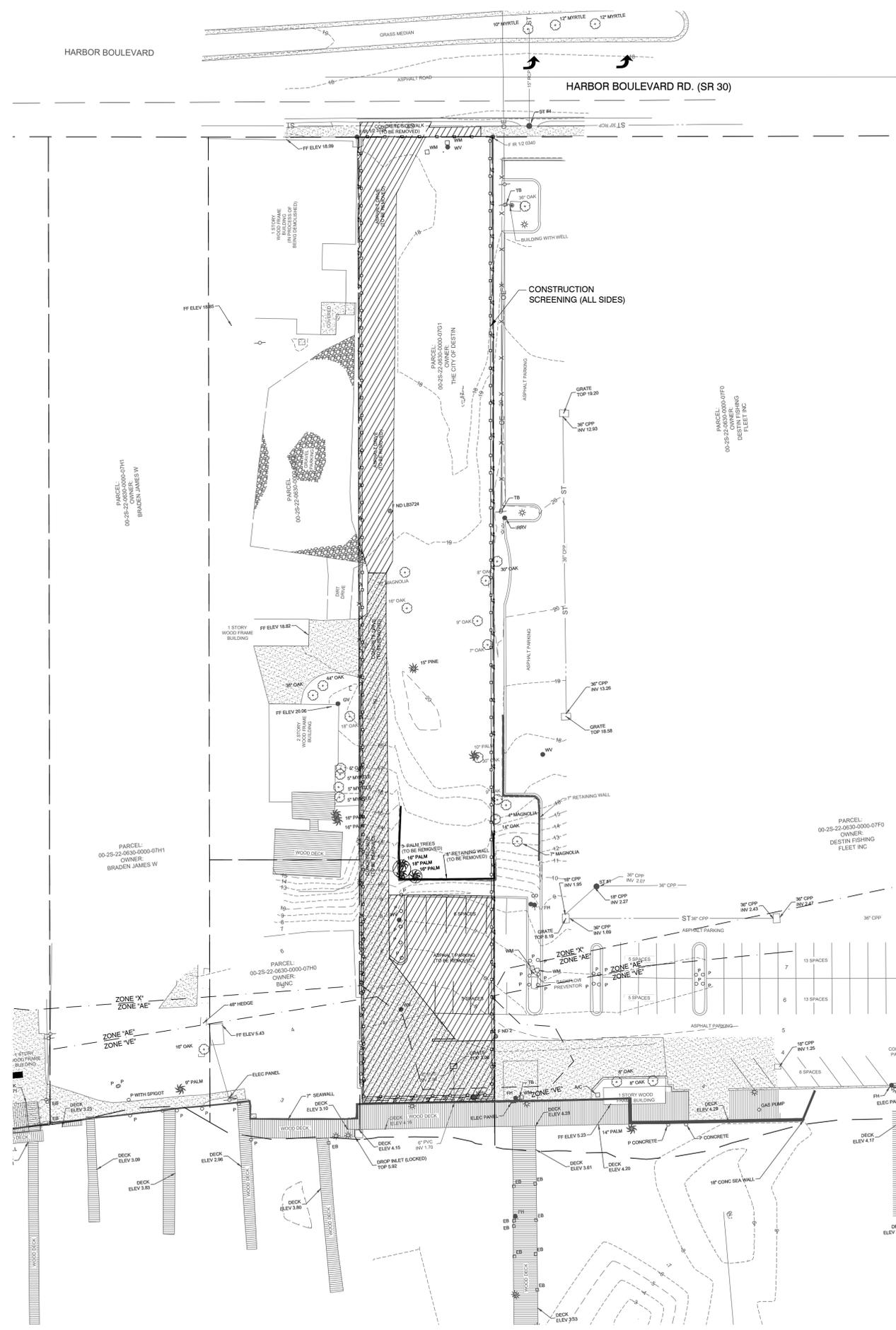
**EROSION NOTES**

1. EROSION PROTECTION: SOIL EROSION SEDIMENTATION MUST BE CONTROLLED AND RETAINED ON SITE DURING CONSTRUCTION. THEREFORE, EROSION PROTECTION, SUCH AS STAKED BALED HAY AND SILT FENCE BARRIERS, MUST BE INSTALLED PRIOR TO START OF CONSTRUCTION.
2. SILT FENCE BARRIER SHALL BE INSTALLED AS SHOWN ON PLANS, AND IN ALL AREAS SUBJECT TO SOIL EROSION SEDIMENTATION.
3. STORMWATER DETENTION BANKS TO THE NORMAL POOL ELEVATION SHALL BE SODDED.
4. GRADES AT CURBS ARE AT FLOWLINE.
5. SILT FENCE TO BE CONSTRUCTED AND MAINTAINED AROUND ALL INLETS; ALSO ACROSS ALL COURSE AT EDGE OF SITE AND AT 150' INTERVALS.
6. DEVELOPER OR THEIR DESIGNATED CONTRACTOR SHALL PROVIDE COPIES OF NPDES NOTICE OF INTENT (NOI) AND STORMWATER POLLUTION PREVENTION PLAN (SWPPP) TO WALTON COUNTY DEVELOPMENT ORDER INSPECTOR PRIOR TO COMMENCEMENT OF CONSTRUCTION.



- BARRICADE NOTES:**
1. SHALL BE CONSTRUCTED OF 2"x4" PRESSURE TREATED LUMBER.
  2. SHALL BE 42" HIGH MINIMUM.
  3. SHALL HAVE A 30' RADIUS.
  4. SHALL BE PAINTED BRIGHT ORANGE.
  5. SHALL BE REMOVED UPON COMPLETION OF CONSTRUCTION.

**TREE PROTECTION DETAIL**  
N.T.S.



File: P:\2019\19-03 Royal Melvin Park\Drawings\19-03 Design\plan - Last Saved: 4/18/2020 8:00 AM by JMS



**JENKINS ENGINEERING, INC.**  
101 HART STREET  
NICOWILLE, FLORIDA 32578  
PHONE: 850.837.5141  
FAX: 850.729.2460

JECIVIL.COM  
C.O.A. NO. 9927

JAMIE S. EUBANKS, P.E.  
FL REGISTRATION NO. 71438

BY	DATE	DESCRIPTION
CEJ	2.11.2020	COMMENTS FROM FOOT ACCESS REVIEW
JAW	03/09/2020	REVISIONS PER CITY OF DESTIN REVIEW
JAW	04/15/2020	REVISIONS PER CITY OF DESTIN REVIEW
JAW	04/17/2020	REVISION TO ACCESS POINT AND REISSUED FOR CITY USE

CITY OF DESTIN

**ROYAL MELVIN PARK**  
CITY OF DESTIN, FLORIDA

**EXISTING CONDITIONS & DEMOLITION**  
NOT VALID UNLESS BEARING ENGINEER'S ORIGINAL SIGNATURE

JOB: 19-03

DATE: 03/27/19

DESIGNED: JSE/JAW

DRAWN: JAW/CEJ

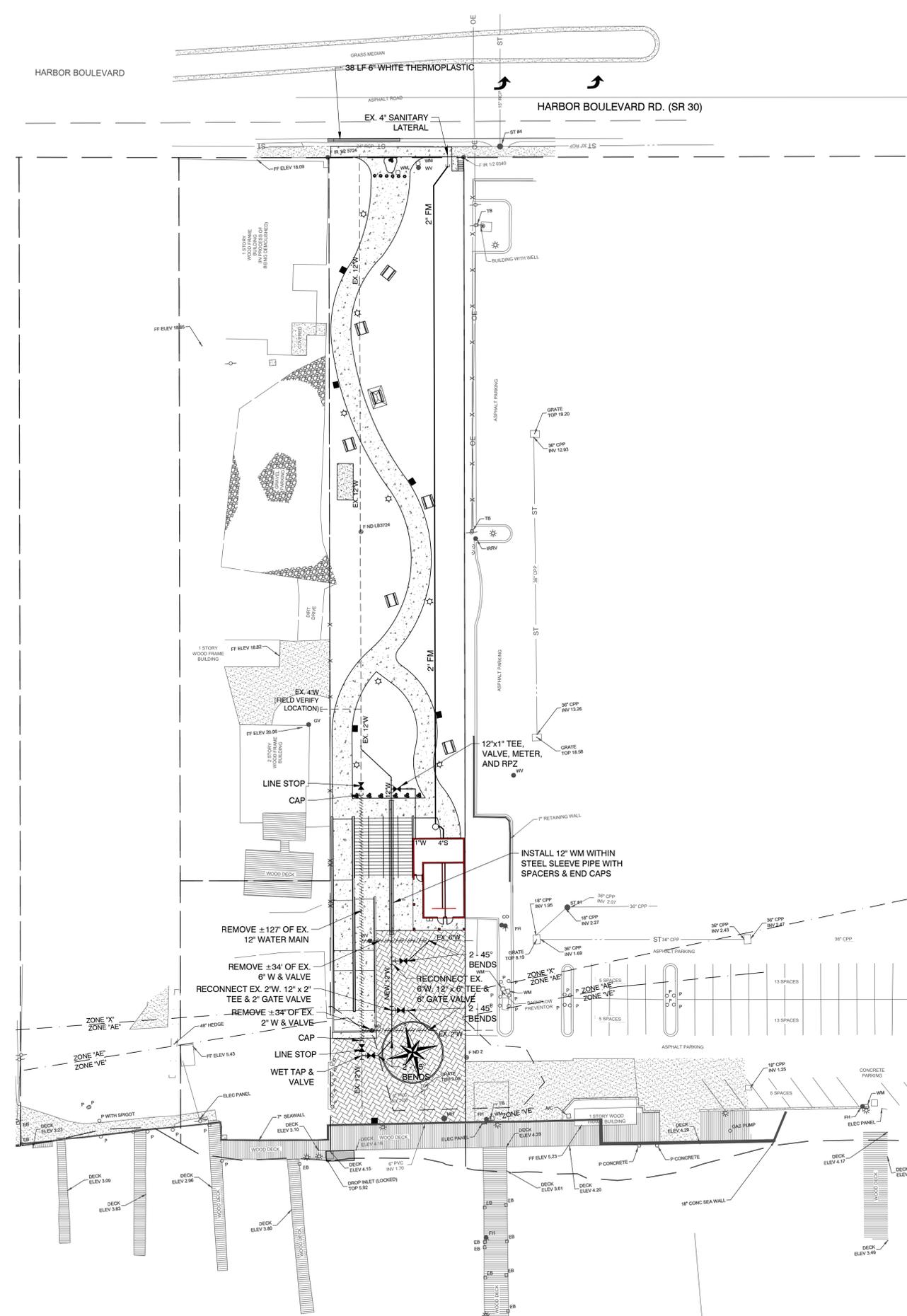
BAR IS ONE INCH ON ORIGINAL

IF NOT ONE INCH ON THIS SHEET ADJUST SCALES ACCORDINGLY

DRAWING NUMBER  
2 OF 28

SHEET NUMBER  
**C02**





**LEGEND**

-  CONCRETE PAVEMENT
-  ASPHALT PAVEMENT
-  PROPERTY LINE
-  PROPOSED LIGHTING

**NOTES**

1. CONTRACTOR AND PUMP STATION PROVIDER SHALL ENSURE PROPER ANTI-FLOTATION IS PROVIDED FOR PUMP STATION.
2. NEW 12\"/>
3. CONTRACTOR SHALL PLACE RESTRAINED JOINT CONNECTION ONE JOINT PAST TIE-IN FOR EXISTING 12\"/>

**JENKINS ENGINEERING, INC.**  
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 FAX 850.729.2460

1204 AIRPORT ROAD, SUITE 126  
 DESTIN, FLORIDA 32541  
 PHONE 850.837.2448  
 FAX 850.837.2450

JENKINS ENGINEERING, INC. LICENSE  
 No. 71438  
 STATE OF FLORIDA  
 PROFESSIONAL ENGINEERS

JAMIE S. EUBANKS, P.E.  
 FL. REGISTRATION NO. 71438

JECIVIL.COM  
 C.O.A. NO. 9927

BY	DATE	DESCRIPTION
CEL	2.11.2020	COMMENTS FROM FOOT ACCESS REVIEW
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JAW	04/15/2020	REVISIONS PER CITY OF DESTIN REVIEW
JAW	04/17/2020	REVISION TO ACCESS POINT AND REISSUED FOR CITY USE

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CITY OF DESTIN  
**ROYAL MELVIN PARK**  
 CITY OF DESTIN, FLORIDA  
**POTABLE WATER & WASTEWATER**  
**IMPROVEMENT PLAN**  
NOT VALID UNLESS BEARING ENGINEERS ORIGINAL SIGNATURE

JOB: 19-03  
 DATE: 03/27/19  
 DESIGNED: JSE/JAW  
 DRAWN: JAW/CEL

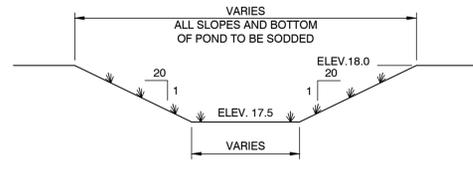
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 ADJUST SCALES ACCORDINGLY

DRAWING NUMBER  
 4 OF 28

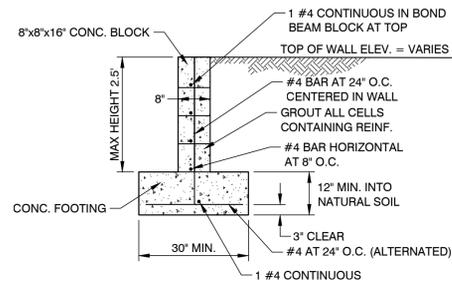
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**C04**

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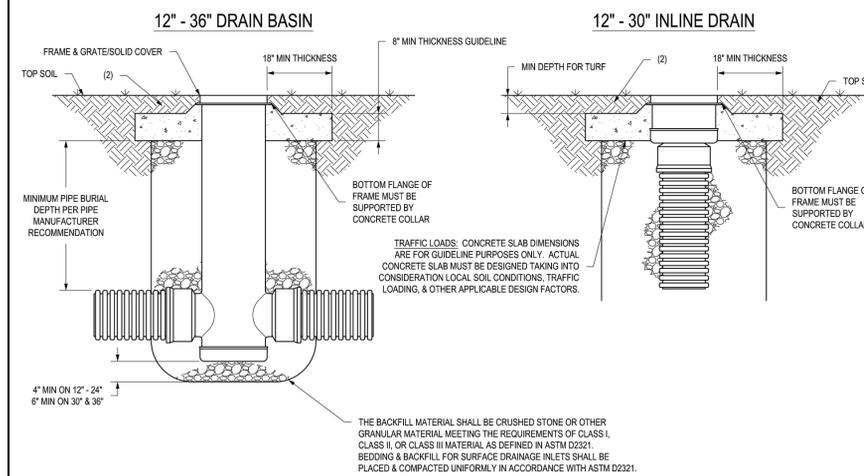
STORMWATER POND SECTION A-A  
N.T.S.



BLOCK RETAINING WALL DETAIL  
N.T.S.

NOTE:  
SHOWN FOR REFERENCE ONLY. PRIOR TO WALL CONSTRUCTION DEVELOPER SHALL BE REQUIRED TO OBTAIN FINAL WALL RECOMMENDATIONS AND DESIGN FROM REGISTERED GEOTECHNICAL FIRM AFTER FURTHER SOIL EXPLORATION.

NYLOPLAST TURF TRAFFIC INSTALLATION

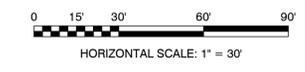
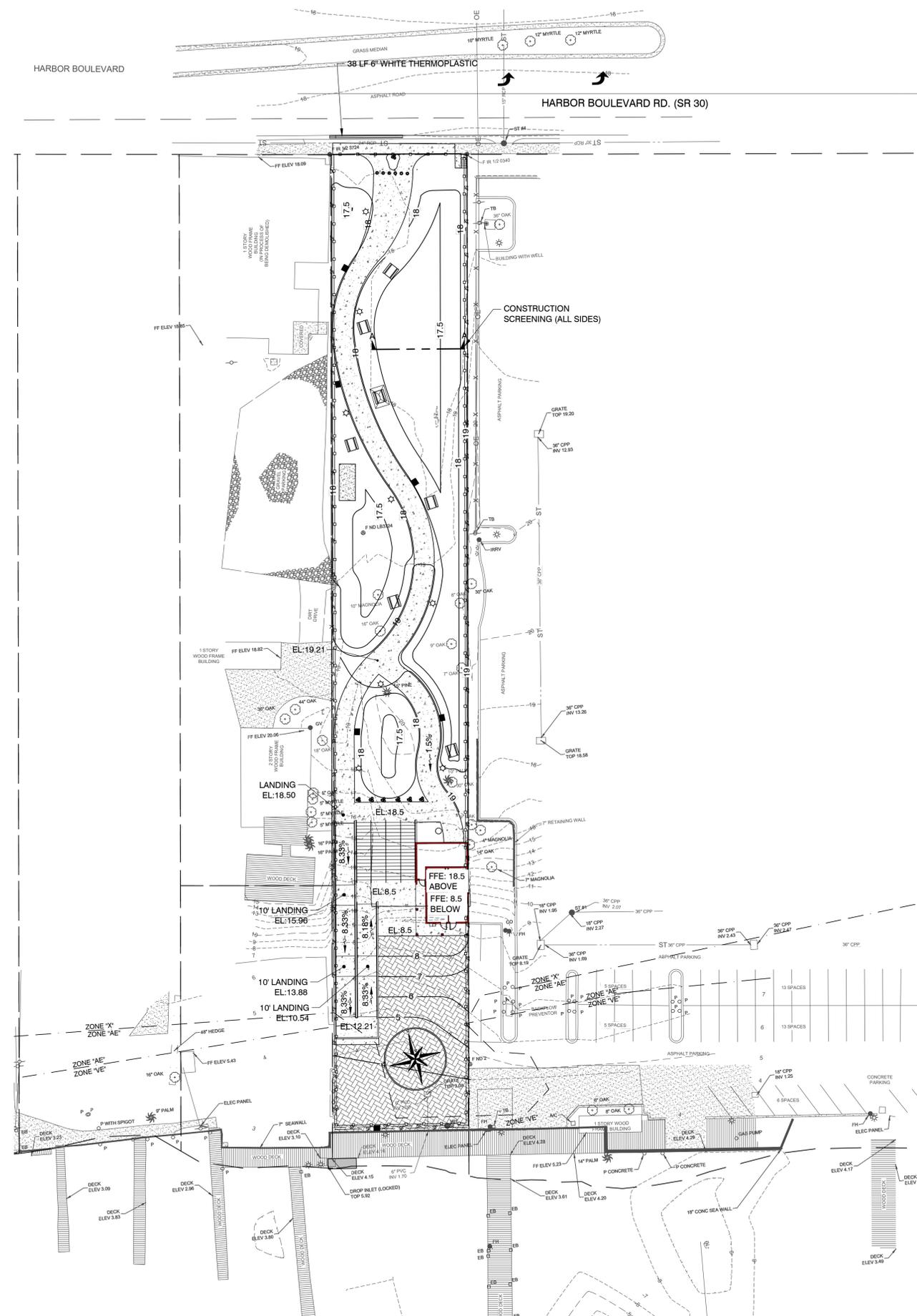


- GRATES/SOLID COVERS SHALL MEET H-20 LOAD RATING FOR 30\"/>

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DATE	BY	MATERIAL
01-05-09	EBC	
06-12-15	NMH	

DRAWN BY: EBC  
 DATE: 01-05-09  
 REVISIONS BY: NMH  
 DATE: 06-12-15  
 DWG SIZE: A  
 SCALE: 1:25  
 SHEET: 1 OF 1  
 DWG NO.: 7001-118-340  
 REV: G



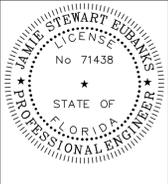
LEGEND

- CONCRETE PAVEMENT
- ASPHALT PAVEMENT
- PROPERTY LINE
- PROPOSED LIGHTING
- 10 --- EXISTING CONTOUR
- 12 --- PROPOSED CONTOUR

**JENKINS ENGINEERING, INC.**  
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CITY OF DESTIN

**ROYAL MELVIN PARK**  
 CITY OF DESTIN, FLORIDA

**GRADING PLAN**  
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 DATE: 03/27/19  
 DESIGNED: JSE/JAW  
 DRAWN: JAW/CEJ

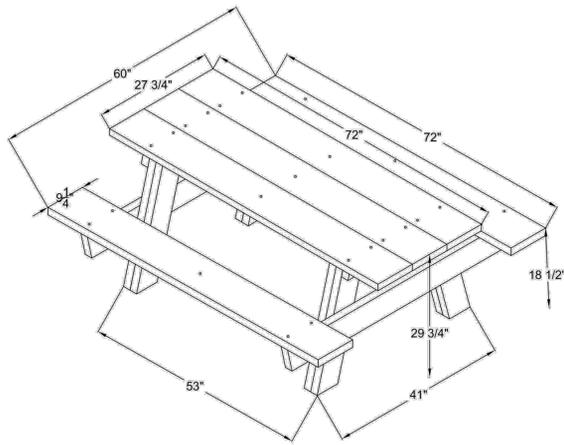
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DRAWING NUMBER  
 5 OF 28

SHEET NUMBER  
**C05**



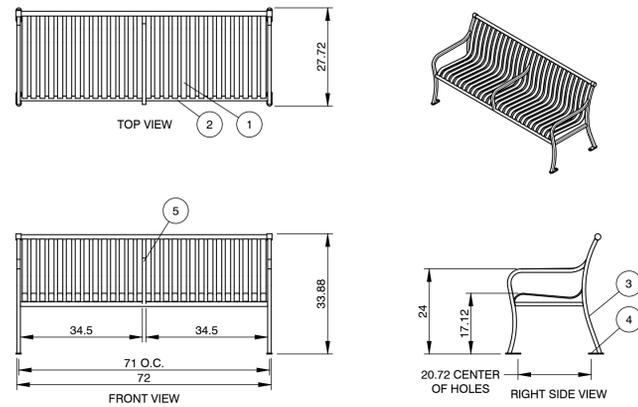
**6ft A-Frame Recycled Plastic Picnic Table**  
SKU: PB APIC6



"A traditional design made from modern materials"

- TOP AND SEATS ARE RECYCLED PLASTIC
- BLACK RECYCLED PLASTIC BASE
- COMES WITH ZINC COATED HARDWARE
- STAINLESS STEEL HARDWARE AVAILABLE
- UNIT WEIGHT APPROX. 260LBS.

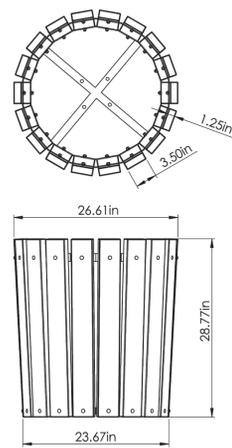
**PICNIC TABLE DETAIL**  
N.T.S.



**SITESCAPES CITYVIEW BACKED BENCH DETAIL**  
(MODEL NO. CV1-1001)  
N.T.S.

- MATERIALS LIST:**
- (1) SEAT STRAPS - 5/16" x 1 1/2" STEEL FLAT BAR
  - (2) SUPPORT PIPES - Ø 1.315" x .133" STEEL PIPE
  - (3) END UNITS - 1" SQUARE SOLID STEEL BAR
  - (4) SURFACE MOUNT PLATES - 1/4" x 1 1/2" STAINLESS STEEL PLATE WITH 9/16" MOUNTING HOLE
  - (5) CENTER ARMREST - 1" SQUARE SOLID STEEL BAR
  - (6) MOUNTED WITH FOUR Ø 1/2" x 4-5" STAINLESS STEEL ANCHOR BOLTS (CUSTOMER SUPPLIED)

**ASSEMBLY SPECS.**



**NOTES:**

1. BARCO PRODUCTS HOUSTON WASTE RECEPTACLE.
2. INCLUDE OPTIONAL DOME LID (NOT SHOWN).

**HOUSTON WASTE RECEPTACLE DETAIL**  
N.T.S.



**FISH PLAQUE SIGN**  
N.T.S.



**INFORMATION / HISTORY SIGN EXAMPLE DETAIL**  
N.T.S.

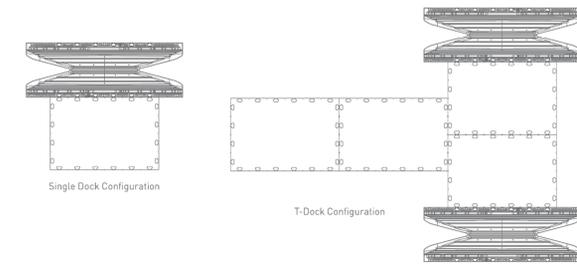
**NOTE:**  
ITEMS SHOWN MAY BE SUBSTITUTED WITH APPROVED EQUALS BY THE CITY OF DESTIN



**INTERACTIVE SIGN EXAMPLE DETAIL**  
N.T.S.

**SAMPLE CONFIGURATIONS**

EZ Kayak Launch offers unmatched versatility and flexibility for any docking setup. The system incorporates into a variety of waterfront arrangements to match your launching and returning needs.

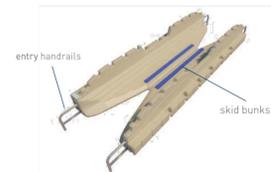


**EASILY ACCOMMODATES ALL DOCK HEIGHTS**



**ACCESSORIES**

Entry handrails can be added for convenience so odd or long paddle crafts can launch and port easily. Another option for launching and porting kayaks with ease is our custom wear/skid bunks.



MODEL	COLORS	SIZE	WEIGHT	PART#
KIT, LAUNCH EXTENSION RAIL, 1.5" ALUM	GREY	58.5" W x 168" L x 25" H	325lbs.	200483
KIT, SLIDE BUNK PAD, KAYAK LAUNCH BLUE	BEIGE			208112

Please check with your local dealer for help with the dock configuration that's right for you.

ez-dock.com 7

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FL. REGISTRATION NO. 71438

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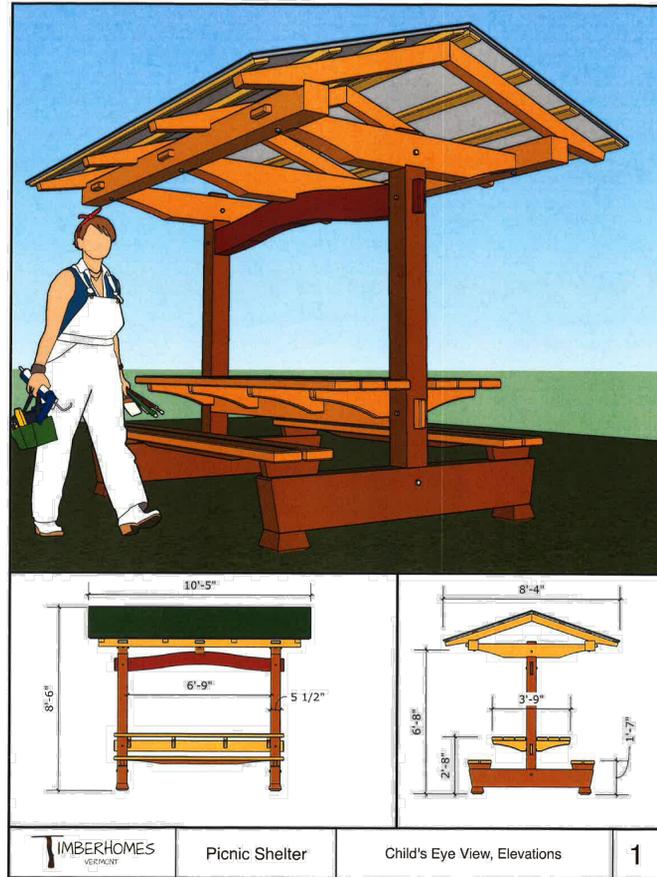
CITY OF DESTIN  
**ROYAL MELVIN PARK**  
CITY OF DESTIN, FLORIDA  
**MISCELLANEOUS DETAILS I**  
NOT VALID UNLESS BEARING ENGINEER'S ORIGINAL SIGNATURE

JOB: 19-03  
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DESIGNED: JSE/JAW  
DRAWN: JAW/CEJ

BAR IS ONE INCH ON ORIGINAL  
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6 OF 28

SHEET NUMBER  
**C06**



TIMBERHOMES VERMONT Picnic Shelter Child's Eye View, Elevations 1

**Specifications:**

- Sills, Posts & Feet are White Oak, upper Girt is naturally curved Cherry, all other timbers White Pine with 1/4" chamfer throughout.
- Principal timber joints secured with White Oak or Locust Pegs, all other main connections secured with stainless TimberLok® or coated Log Hog® screws.
- Sills are 6x8, Posts are 6x6, Girts are 4x6, Plate Ties are 6x8, Plates are 6x6, Rafters are 3x4, Braces are 2x3.
  - Roof is channel drain metal over 2x3 strapping.
- Table and bench are 2x6 White Cedar with 1x4 White Oak rib in bench.

**Options:**

- Roof of chamfered rough sawn pine, Top Guard®, galvanized drip edge, Cedar Breather® & White Cedar Shingles with Cedar ridge cap - \$350
  - Location hand carved in Cherry girt - \$250
- Omit White Oak Feet, install on concrete piers - pricing upon request
- Scribed to boulder feet - pricing upon request

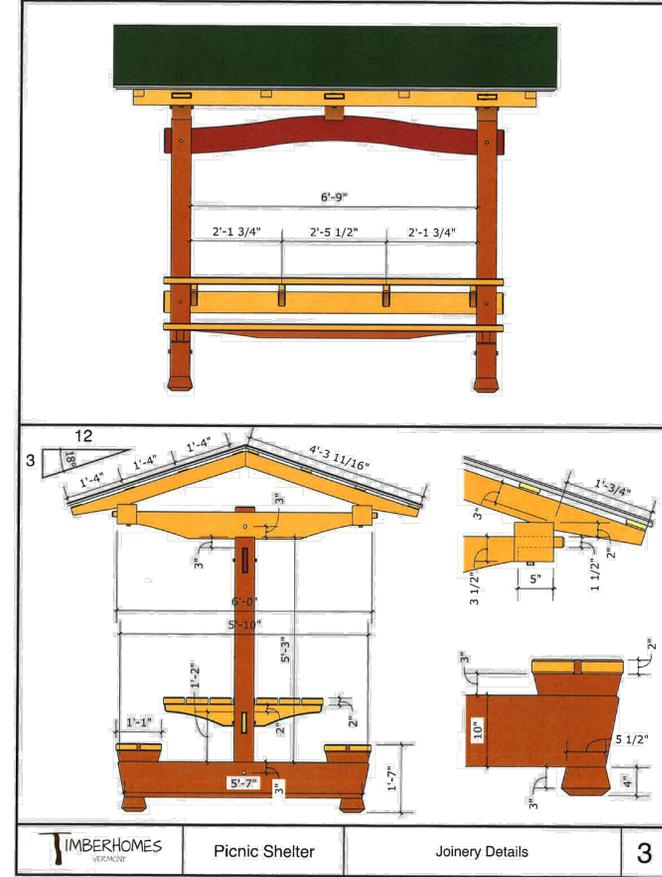
**Single Unit: \$3,700**  
**2-4 Units: \$3,600**  
**5 or more Units: \$3,550**

Prices are F.O.B. Vershire, Vermont. Delivery quotes upon request. Site preparation and installation are NOT included in unit cost.

TimberHomes Vermont, PO Box 106, Vershire, VT 05079  
 Contact: Mikey@timberhomesllc.com, (802) 685-7974 ext. 3

Timo Bradley, David Hooke, Josh Jackson, Shannon McIntyre, & Andrew Catlin, owners

TIMBERHOMES VERMONT Picnic Shelter 2018 Specifications & Pricing 2



TIMBERHOMES VERMONT Picnic Shelter Joinery Details 3

## Terrasafe Safety Surfacing EPDM Poured-in-Place Specification

**MANUFACTURER**  
 Terrasafe Safety Surfacing  
 1301 Shiloh Road, Suite 420  
 Kennesaw, Georgia 30144

**TERRASAFE** Poured-In-Place Playground Surfacing is designed for playgrounds and some water play areas and landscaping applications.

**COMPOSITION & MATERIALS**  
 Terrasafe Poured-In-Place Playground Surfacing is a 2-layer system. The base mat material consists of 100% post-consumer recycled, 3/8" shredded, SBR (styrene butadiene rubber) and high-grade aromatic polyurethane. The top surface consists of EPDM (ethylene propylene diene monomer) rubber, with the black EPDM being recycled post-industrial material, ranging in size from 1-3mm, and high-grade aromatic or aliphatic polyurethane.

**PRODUCT DIMENSIONS**  
 The height of the playground equipment determines the required base mat thickness. Base mat thicknesses may vary throughout a playground site. Base mat thicknesses are determined by the "Critical Fall Height" requirements through ASTM F 1292 testing. Thicknesses available with Terrasafe range from 1.5" to 3.5", depending specification requirements.

**TOP SURFACE (EPDM) THICKNESS**  
 1/2" Inch Standard

**COLORS**  
 Standard Colors - Royal Blue, Dark Green, Terra Cotta (red), Beige (dark tan), Eggshell (light tan). Non-standard colors are always available but might not hold up to UV as well over time as the standard colors and standard color mix.

**COLOR MIX RATIOS** - Standard mix is 50% black and 50% standard color. Non-standard colors and mixes are always available but will require non-standard aliphatic binder if they contain less than 25% black.

**LIMITATIONS**  
 As a precautionary maintenance measure, a list of chemicals known to damage Terrasafe PIP and similar rubber safety surfaces is available upon request.

In water play areas, pool surrounds and similar applications, pool chemicals may affect coloration of the rubber safety surface over time. This condition, should it occur, is not considered to be a "product failure".

**AMBERING** - A yellowish shading of the rubber top surface will be noticeable in some colors when using standard aromatic polyurethane binder. This will eventually wear off. This slight yellowing is more pronounced in certain colors and is a common affect in the pour-in-place rubber safety surface industry. An aliphatic binder, which greatly minimizes the yellowish shading, is available at a higher cost and also has a longer cure time. Both binding materials can be used on a project to maximize aesthetics with lighter colors that are affected by the yellowing and minimize cost. Consult Terrasafe Safety Surfacing for more information.

**RUBBER & BINDER RATIOS**  
 Required mix proportions by weight:  
 Base mat - 18% polyurethane, 82% rubber  
 Top course - 26% polyurethane, 74% rubber

**INSTALLATION**  
 EPDM Rubber materials should be protected from exposure to harmful environmental conditions (moisture) and at a minimum temperature of 32 degrees F and a maximum temperature of 94 degrees F. Install surfacing system when minimum ambient temperature is 32 degrees F and maximum ambient temperature is 94 degrees F.

**METHODS** - Installation of Terrasafe rubber safety surface cannot proceed until all applicable site work, including substrate preparation, fencing, playground equipment installation and other relevant work, has been completed and approved by a Terrasafe.

**BASE MAT PRIMER** - Using a bristle brush, apply ample urethane primer to all curbing and or vertical substrates, which the rubber surfacing system will contact.

**BASE MAT INSTALLATION** - Using screed sticks and gauge polls, install the buffing rubber materials to 1/4" higher than required thickness. Using pool trowels, pull the base material together using consistent pressure throughout. Repeat the process until all areas, including fall zones, comply with the provided architectural plans and specification requirements.

**BASE MAT DRYING** - Allow base mat to cure for sufficient time (5 to 24 hours) so that indentations are not left in the buffing's / base mat materials. Installation contractor must verify that the base mat has cured sufficiently before applying the finished topcoat.

**PRIMER APPLICATION** - Using a bristle brush apply urethane binder to the existing 1/2" of curbing and any other vertical structures within the installation areas, and also to the base mat material at a minimum of 2" around the perimeter of the topcoat area.

**TOPCOAT INSTALLATION** - Scream the EPDM topcoat rubber granules to a nominal 5/8" thickness to allow for compaction. Using a pool trowel, pull together material using consistent pressure throughout to produce the result of 1/2" thickness. The use of solvent based and harsh "slicing agents" while installing the topcoat may result in a damaged finish surface.

**TOP COAT DRYING** - Allow topcoat to cure for 24 hours to 72 hours contingent on the humidity and temperature. Protect newly installed rubber safety surface from foot traffic or equipment usage until the Terrasafe safety surface has fully cured.

**BUILDING CODES** - Technical data on product compliance may be obtained from a Terrasafe representative.

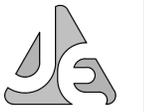
**AVAILABILITY** - Terrasafe System is available through a local Terrasafe trained representative. Contact Terrasafe for more information.

**COSTS** - All Terrasafe quotes may be obtained from a local Terrasafe representative.

**WARRANTY**  
 Warranty period for Terrasafe Poured-in-Place is for 5 years from the time of completion of installation. Warranty period for water play areas carry a 0-year warranty due to the chemicals that can be in the water filtration systems.

**LONG-TERM CARE**  
**Cleaning** - Using a watering hose with nozzle or a pressure washer, not exceeding 1000PSI, rinse off all excess debris from the surface. While surface is wet, apply a mild cleaning detergent and agitate lightly with a soft bristle brush. Repeat as necessary. Once clean, final rinse with low-pressure water from a hose to remove any excess cleaning agents.

**Roll Coating** - Terrasafe also recommends roll coating the top surface (EPDM) with specialty binder solution annually to prolong the surface life and deter the effects of harmful UV rays. This "urethane replacement" should be performed by a Terrasafe certified installer or factory trained employee initially which in turn, can train the owner on how to do this efficiently. Using a watering hose or a pressure washer, not exceeding 1000PSI, rinse off all excess debris from the surface. While surface is totally dry (usually the next day), apply roll coat solution with nap roller evenly until entire surface appears "wet". Allow 24 hours cure time. Owner should budget approximately \$1.75 per sq. ft. every year or two to have a Terrasafe representative roll coat the surface.



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 FAX 850.729.2460

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 DESTIN, FLORIDA 32541  
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CITY OF DESTIN  
**ROYAL MELVIN PARK**  
 CITY OF DESTIN, FLORIDA  
**06 MISCELLANEOUS DETAILS II**  
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 DESIGNED: JSE/JAW  
 DRAWN: JAW/CEJ

BAR IS ONE INCH ON ORIGINAL  
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 7 OF 28

SHEET NUMBER  
**C07**

**SECTION 116800 – PLAYGROUND SYSTEM**

**PART 1 – GENERAL**

**1.01 SUMMARY**

- A. Section includes composite structure, stand-alone play events and accessories.
- B. Basis of design is PrimeTime modular play structures, free-standing play equipment and accessories as manufactured by GameTime, a PlayCore Company, P.O. Box 680121, Fort Payne, Alabama 35968-0121, Phone: 1-800-235-2440, [www.GameTime.com](http://www.GameTime.com).

**1.02 SUBMITTALS**

- A. Product Data: Include physical characteristics such as shape, dimensions, gauge and material for each component. Provide finish information and available colors.
- B. Shop Drawings: Include plans, elevations, details, and installation instructions for each component.
- C. Warranty: Include sample of manufacturer's standard warranty.

**1.03 QUALITY ASSURANCE**

- A. Manufacturer Qualifications: Equipment components shall be certified by IPEMA's third party product certification service. Equipment and structural components shall bear the IPEMA certification seal. IPEMA validation is available at [www.ipema.org](http://www.ipema.org).
- B. Installer: Must be certified by the manufacturer.
- C. Safety Standards: Comply with requirements of ASTM F 1487.

**1.04 WARRANTY**

- A. Warranty shall meet or exceed the warranty provisions of GameTime as follows:

**Lifetime** limited warranty of PowerScape, PrimeTime, and Xscape uprights.

**Lifetime** limited warranty on all hardware.

**Lifetime** limited warranty on PowerScape PowerLocks.

**15 year** limited warranty on pipes, rungs, rails, metal decks, and loops.

**15 year** limited warranty on rotationally molded KidTime and GameTime products.

**10 year** limited warranty on PrimeTime bolt-through connection.

**10 year** limited warranty on iTrack fitness equipment.

**5 year** limited warranty on SuperSeats.

**3 year** limited warranty on rubber or C type springs used on SaddleMates.

**1 year** limited warranty on all other GameTime products.

**PART 2 – PRODUCTS**

**2.01 MATERIALS**

**A. Main Structural Uprights**

1. Shall be 3.5" outside diameter tubing, 1/8" wall thickness, extruded from 6005-T5 aluminum alloy conforming to ASTM-B-221. Minimum yield strength shall be 35,000 psi and minimum tensile strength shall be 38,000 psi. All upright posts shall be coated with a custom formula TGIC polyester powder coating in conformance with the specification outlined herein.

(AND/OR)

2. Shall be 3.5" outside diameter, 13 gauge (nominal .095") galvanized round tubing, manufactured to ASTM A-500 Grade B tolerances from cold-formed steel conforming to ASTM A-1011 Sheet Spec for steel coil. Minimum yield strength shall be 45,000 psi and minimum tensile strength shall be 48,000 psi. The exterior surface is hot dip galvanized, chromate conversion coated, and a clear high performance organic polymer is applied. Galvanizing coverage shall demonstrate the ability to exceed 1000 hours salt spray corrosion exposure in accordance with ASTM B-117. Internal surface zinc rich 91% minimum zinc dust content in organic resin, as per ASTM F-1043. All upright posts shall be coated with a custom formula TGIC.

- B. Component Attachment – Must be factory preset to the uprights to ensure full field compliance with current safety standards. Hinged, or any clamps, that require field locating or field drilling or installation are not acceptable, due to the susceptibility of installation out of compliance with safety standards.

- C. Plastisol Coated Steel – Products including decks, platforms, steps, and bridges shall be fabricated from 12 gauge perforated steel with a .08" minimum thickness, textured slip-resistant polyvinyl chloride plastisol dipped coating. Square deck size must be at least 36" x 36" (2,401 square inches), and triangular decks must be equally 36" on all sides (1,250 square inches) and bolt through the uprights. Decks must attach directly to threaded inserts factory installed to uprights, using 1 3/8" bolts at each upright connection point to eliminate the possibility of deck slipping. Plastisol coating must be free of latex and tested to meet California standards for Phthalate levels and safe for children.

- D. Molded Polyethylene – Products are to be rotationally molded plastic with a 1/4" nominal wall thickness. All plastic is to be U.V. stabilized with optional graphics molded into the component during the molding process. Molded products shall have an anti-static additive, and be available in any of the manufacturer's standard colors.

- E. Metal Climbers and Enclosures – Products shall be fabricated from 1 5/16" OD x .083" (14 gauge) wall galvanized steel tubing with vertical members fabricated of 1 1/16" OD x .075 (15 gauge) wall galvanized steel tubing. All tubing used shall be an electrical resistance welded, cold rolled, high strength steel tubing. The exterior coating will consist of an in line hot-dipped uniform zinc galvanizing, chromate conversion, and acrylic over-coating. The interior coating will consist of a special organic acrylic modified polyester.

- F. Hardware – All nuts, bolts, screws, inserts, and lockwashers used in the assembly of all play equipment shall be stainless steel, yellow dichromate plated steel, blue-coat plated steel, mechanically galvanized or powder coated/yellow dichromate plated steel. All primary fasteners shall be 304 alloy stainless steel. Fasteners with yellow dichromate treatment have an electro-deposited, 99.9% pure zinc substrate applied from a specially formulated solution sealed with a yellow dichromate top coat designed to work in conjunction with the zinc plating. Yellow dichromate has a 320% longer life to white corrosion and 275% longer to red corrosion than does hot-dip galvanizing. PowerScape Plus stainless steel fasteners shall be button pin-in head, hex socket cap screws with a two-part epoxy locking patch added to the threads. The two-part locking patch shall consist of one part resin and one part catalyst which are activated during installation. After curing, the material shall require a minimum of five times the installation torque to remove the fastener. Manufacturer shall provide special installation tools for pinned fasteners.

**2.02 REQUIRED COMPONENTS**

- A. In addition to the requirements contained in this section, refer to layout drawings and schedules of components and accessories on drawings.

- B. All components, accessories, hardware, and other items required for a complete and usable system shall be provided.

**2.03 FINISHES**

- A. Polyester (Powder) Coating – The polyester coating shall be uniformly applied by the electrostatic method to a minimum thickness of four mils. Promptly after application of the powder, the coating shall be oven-cured at 400 degrees Fahrenheit. The color(s) of the polyester coating shall be as selected by the Architect from the manufacturer's standard and/or custom color selection charts.

- B. Galvanized Finish – All components shall have a galvanized finish prior to powder coating and all welds shall be protectively coated with ZRP, a zinc primer that forms a rust-resistant barrier layer over each weld. All galvanized surfaces shall be free of burs, splinters, and sharp edges.

**PART 3 – EXECUTION**

**3.01 INSTALLATION**

- A. General – Comply with manufacturer's written installation instructions.

- B. Uprights – Set posts in concrete footings. Protect finish during installation. Comply with locations, height, and plumb requirements.

**3.02 FIELD QUALITY CONTROL**

- A. Installation shall be performed by factory certified technicians with at least 3 years experience installing playground equipment

**3.03 COMPLETION**

- A. Protect installed products until completion of project.
- B. Touch up, repair, or replace damaged products before substantial completion.
- C. Installer shall turn over all installation instructions, parts lists, maintenance instructions, tool kits, and spare materials to the owner upon completion.



Schooner

Explore the open seas with this fun and affordable themed play system for children ages 2-5 or 5-12. The ship's bow is a metal rung climber with multiple climbing routes and grip areas and a steering wheel. The ship's hull consists of seven decks at various heights, themed plastic panels, three climbers and a Zip Slide.

**Features and Benefits:**

- Supports creative and imaginative play in children ages 2-5 or 5-12
- Multiple climbers, deck heights and interactive activities for fun, challenging and active play
- Constructed of durable steel, HDPE and rotomolded plastics for long-lasting, low maintenance fun that's backed by the industry's best...

Model: 6224  
Use Zone: 37' 7in X 24' 3in  
Fall Height: 5'  
Age Group: 2 to 5 Years  
Age Group: 5 to 12 Years

Limited Lifetime Warranty on uprights, hardware and connections. Visit [gametime.com/warranty](http://gametime.com/warranty) for full warranty information



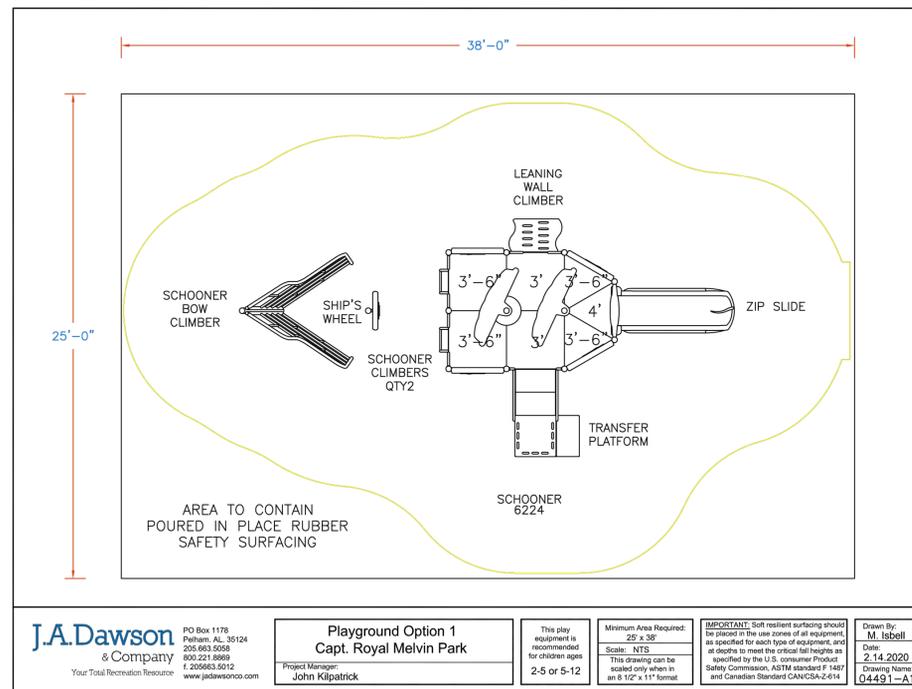
Designing award-winning playgrounds since 1979.



Certified Installer Network - GameTime trained for GameTime playgrounds.



Complies with ASTM standards before it leaves the factory.



<b>J.A. Dawson &amp; Company</b> Your Total Recreation Resource PO Box 1178 Palmetto, AL 36124 205.683.2558 800.221.8969 1.205.683.3012 www.jadawsonco.com	Playground Option 1 Capt. Royal Melvin Park Project Manager: John Kilpatrick	This play equipment is recommended for children ages 2-5 or 5-12	Minimum Area Required 25' x 38' Scale: NTS This drawing can be scaled only when in an 8 1/2" x 11" format.	IMPORTANT: Soft resilient surfacing should be placed in the use zones of all equipment, as specified for each type of equipment, and at depths to meet the critical fall heights as specified by the U.S. Consumer Product Safety Commission, ASTM Standard F 1487 and Canadian Standard CANCEN-2614.	Drawn By: M. Isbell Date: 2.14.2020 Drawing Name: 04-491 --A1
	CITY OF DESTIN ROYAL MELVIN PARK CITY OF DESTIN, FLORIDA 06 MISCELLANEOUS DETAILS III NOT VALID UNLESS BEARING ENGINEER'S ORIGINAL SIGNATURE				

**JENKINS ENGINEERING, INC.**  
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 C.O.A. NO. 9927

STATE OF FLORIDA  
 PROFESSIONAL ENGINEER  
 No. 71438  
 JAMIE S. EUBANKS, P.E.  
 FL REGISTRATION NO. 71438

REV	DATE	DESCRIPTION
1	2.11.2020	COMMENTS FROM FOOT ACCESS REVIEW
2	03/06/2020	REVISIONS PER CITY OF DESTIN REVIEW
3	04/15/2020	REVISIONS PER CITY OF DESTIN REVIEW
4	04/17/2020	REVISION TO ACCESS POINT AND REISSUED FOR CITY USE

BY	CEJ	JAW							
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**JOB:** 19-03  
**DATE:** 03/27/19  
**DESIGNED:** JSE/JAW  
**DRAWN:** JAW/CEJ

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 IF NOT ONE INCH ON THIS SHEET  
 ADJUST SCALES ACCORDINGLY

**DRAWING NUMBER**  
8 OF 28

**SHEET NUMBER**  
C08

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1 SPECIFICATION: CLEARING AND GRUBBING

All site Clearing and Grubbing shall be in accordance with section 110 of the "Florida Department of Transportation Specifications for Road and Bridge Construction" unless modified herein. This work shall be performed in the following areas:

- All street rights-of-way.
- All areas where excavation or embankment are to take place.
- Detention areas.

In addition, certain other areas where underground utilities are to be installed are to be cleared and grubbed to the extent necessary to properly install the utilities. Such work shall be incidental to the contract unit price for the utility to be installed.

1.1 SCOPE:

Site clearing work includes, but is not limited to:

- Removal of trees and other vegetation.
- Topsoil stripping.
- Clearing and grubbing.
- Removing above grade improvements.
- Removing below grade improvements.

1.2 JOB CONDITIONS:

Traffic: Conduct site clearing operations to ensure minimum interference with roads, streets, walks, and other adjacent occupied or used facilities. Do not close or obstruct streets, walks, or other occupied or used facilities without permission from the Owners and/or Local approving authority.

Clearing and Protection in Construction Areas: Preserve trees 6 inches or larger measured breast height (6"dbh) where possible within construction area.

Protection of Existing Improvements: Provide protection necessary to prevent damage to existing improvements indicated to remain in place.

Protect improvements on adjoining properties and on project site.

Restore damaged improvements to original condition as acceptable to the Owner.

1.3 LIMITATIONS:

Clearing will be limited to the extent necessary to allow for construction of the proposed improvements as a result of:

- Need for access to the project site for construction equipment.
- Essential grade changes.
- Surface water drainage and utility installation.
- Location of driveways, buildings, and required parking.

1.4 CLEARING AND GRUBBING:

Remove trees, shrubs, grass, other vegetation, improvements, or obstructions interfering with the installation of new construction. Removal includes digging out stumps and roots. Do not remove items elsewhere on site or premises unless specifically indicated. Disposal of trees, limbs, stumps, and debris shall be the responsibility of the Contractor.

Strip topsoil to whatever depths encountered to prevent intermingling with underlying subsoil or other objectionable material. Cut heavy growths of grass from areas before stripping.

Stockpile topsoil in storage piles in areas shown or where directed by the Owner. Construct storage piles to freely drain surface water. Cover storage piles if required to prevent windblown dust.

Dispose of unsuitable or excess topsoil same as specified for waste material.

1.5 FILLING:

Fill depressions caused by clearing and grubbing operations with satisfactory soil material, unless further excavation or earthwork is indicated.

Place fill material in horizontal layers not exceeding 6" loose depth, and thoroughly compact to density equal to adjacent ground, unless otherwise shown on the plans.

1.6 REMOVAL OF IMPROVEMENTS:

Remove existing above and below grade improvements and abandoned underground piping or conduit necessary to permit construction and other work.

1.7 DISPOSAL OF WASTE MATERIALS:

No burning of any material, debris, or trash will be allowed.

Remove waste materials from project site on a daily basis, and dispose of off-site in an approved area.

2 SPECIFICATION: PORTLAND CEMENT CONCRETE PAVING

2.1 SCOPE:

This section includes sidewalks, curbs, and miscellaneous concrete pavement.

2.2 APPLICABLE PUBLICATIONS:

The publications listed below form a part of this specification to the extent referenced. The publications shall be the most current issue and are referred to in the text by the basic designation only. The following are minimum requirements and shall govern except that all local, state, and/or federal codes and ordinances shall govern when their requirements are in excess hereof. All concrete construction shall be in accordance with applicable sections of the "Florida Department of Transportation Specifications for Road and Bridge Construction" unless modified herein.

- Florida Department of Transportation Specifications:**
- Section 345 Portland Cement Concrete
  - Section 350 Cement Concrete Pavement
  - Section 520 Concrete Gutter, Curb Elements and Traffic Separator
  - Section 931 Metal Accessory Materials for Concrete Pavement and Concrete Structures
- American Society for Testing and Materials (ASTM) Publications:**
- A 615 Deformed and Plain Billet Steel Bars for Concrete Reinforcement
  - D 1557 Moisture-Density Relations of Soils and Soil-Aggregate Mixtures Using 10-lb. (4.54 kg) Rammer and 18-in. (457mm) Drop.
  - D 1751 Preformed Expansion Joint Filler for Concrete Paving and Structural Construction. (Nonextruding and Resilient Bituminous Types)

2.3 SUBMITTALS:

Material Certifications: Furnish copies of materials certificates signed by material producer and Contractor, certifying that each material item complies with, or exceeds, specified requirements.

2.4 MATERIALS:

Forms:

- Steel, wood, or other suitable material of size and strength to retain horizontal and vertical alignment until removed. Use straight forms, free of distortion and defects.
- Use flexible spring steel forms or laminated boards to form radius bends as required.

Form Release Agent:

- Coat forms with nonstaining type coating that will not discolor or deface surface of concrete.

Welded Wire Mesh:

- Welded plain cold-drawn steel wire fabric. Furnish in flat sheets, not rolls, unless otherwise acceptable to Contracting Officer. Welded wire mesh shall be free from rust, dirt, foreign matter and shall not be stored directly on the ground. Wire fabric shall comply with Sections 931 of the Florida D.O.T. Specifications.

Reinforcing Bars:

- Deformed steel bars, ASTM A 615, Grade 40. Reinforcing bars shall be free from rust, dirt, foreign matter and shall not be stored directly on the ground. Deformed steel bars shall comply with Section 931 of the Florida D.O.T. Specifications.

Concrete Materials:

- Comply with requirements of Sections 345 and 350 of the Florida D.O.T. Specifications for concrete materials, admixture, bonding materials, curing materials, and others as required.

Joint Fillers:

- Resilient premolded bituminous impregnated fiberboard units complying with ASTM D 1751. Joint fillers shall comply with Section 932 of the Florida D.O.T. Specifications.

2.5 MIXING:

Design mix to produce normal weight concrete consisting of Portland cement, aggregate, water-reducing or high-range water reducing admixture (super-plasticizer), air-entraining admixture and water to produce following properties:

- Compressive Strength: Minimum 3,000 psi for curb and walkways and 4,000 psi for pavement, at 28 days. In addition, concrete for pavement shall have a minimum modulus of rupture of 600 psi.
- Slump Range: 3" - 5".
- Air Content: 3% to 6%.

2.6 PREPARATION:

Surface Preparation:

- Remove loose material from compacted base material surface immediately before placing concrete.
- Compact the top 12 inches of subgrade to a minimum soil density of 98% for the Modified Proctor Test (ASTM D 1557) to result in a minimum modulus of subgrade reaction (k) of 150 psi/in. Proof-roll prepared base material surface to check for unstable areas. The paving work shall begin after the unsuitable areas have been corrected and are ready to receive paving. Compaction testing for the base material shall be completed prior to the placement of the paving.

2.7 CONCRETE INSTALLATION:

Form Construction:

- Set forms to required grades and lines, rigidly braces and secured. Install sufficient quantity of forms to allow continuous progress of work and so that forms can remain in place at least 24 hours after concrete placement.
- Check completed formwork for grade and alignment to following tolerances:
  - Top of forms not more than 1/8" in 10'-0".
  - Vertical face on longitudinal axis, not more than 1/4" in 10'-0".
- Clean forms after each use, and coat with form release agent as often as required to ensure separation from concrete without damage.

Reinforcement:

- Locate, place, and support reinforcement to ensure compliance with plans.

Concrete Placement:

- Comply with requirements of Sections 345, 350, and 520 of Florida D.O.T. Specifications for mixing and placing concrete.

Do not place concrete until base material and forms have been checked for line and grade. Moisten base material if required to provide uniform dampened condition at time concrete is placed. Concrete shall not be placed around manholes or other structures until they are at the required finish elevation and alignment.

Place concrete using methods, which prevent segregation of mix. Consolidate concrete along face of forms and adjacent to transverse joints with internal vibrator. Keep vibrator away from joint assemblies, reinforcement, or side forms. Consolidate with care to prevent dislocation of reinforcing, dowels, and joint devices.

Deposit and spread concrete in continuous operation between transverse joints, as far as possible. If interrupted for more than 1/2 hour place construction joint.

Curbs and Gutters:

Automatic machine may be used for curb and gutter placement at Contractor's option. Machine placement must produce curbs and gutters to required cross section, lines, grades, and jointing as specified for formed concrete. If results are not acceptable, remove and replace with formed concrete as specified.

2.8 JOINT CONSTRUCTION:

Construct expansion, weakened-plane (Contraction), and construction joints true-to-line with face perpendicular to surface of concrete. Construct transverse joints at right angles to centerline, unless otherwise indicated.

Weakened-Plane (Contraction) Joints:

- Provide weakened-plane (contraction) joints, sectioning concrete into areas at 15'-0" o.c. maximum each way.
- Sidewalks shall have contraction joints at 5'-0" o.c.
- Construct weakened-plane joints for depth equal to at least 1/4 concrete thickness.

Tooled Joints:

Form weakened-plane joints in fresh concrete by grooving top portion with recommended cutting tool and finishing edges with jointer.

Construction Joints:

Plan concrete placement such that construction joints fall at expansion joints as detailed in the plans.

Expansion Joints:

Provide premolded joint filler for expansion joints abutting concrete curbs, catch basins, manholes, inlets, structures, walks, and other fixed objects.

Locate expansion joints at 40'-0" o.c. maximum for each pavement lane or for curb.

Located expansion joints at 50'-0" o.c. maximum for walkways.

Joint Fillers:

Extend joint fillers full-width and depth of joint, and not less than 1/2" or more than 1" below finished surface where joint sealer is indicated.

Furnish joint filler in one-piece lengths for full width being placed, wherever possible. Where more than one length is required, lace or clip joint filler sections together.

Joint Sealants:

Exterior pavement joint sealants shall be composed of a non-priming, pourable, self-leveling type polyurethane sealant, such as grey shep-calk, or approved equal suitable for use in pavements and sidewalks.

2.9 CONCRETE FINISHING:

After striking-off and consolidating concrete, smooth surface by screeding and floating. Adjust floating to compact surface and produce uniform texture.

After floating, test surface for trueness with 10'-0" straightedge (maximum deviation of 1/4 inch). Distribute concrete as required to remove surface irregularities, and refloat repaired areas to provide continuous smooth finish.

Work edges of slabs, gutters, back top edge of curb, and formed joints with an edging tool, and round to 1/2" radius. Eliminate tool marks on concrete surface.

After completion of floating and troweling when excess moisture or surface sheen has disappeared, complete surface finish as follows:

Curbs, Gutters, and Walks:

Broom finish by drawing fine-hair broom across concrete surface perpendicular to line of traffic. Repeat operation if required to provide fine line texture.

Inclined Slab Surfaces:

Provide coarse, nonslip finish by scoring surface with stiff-bristled broom perpendicular to line of traffic.

Paving:

Burlap finish by dragging seamless strip of damp burlap across concrete perpendicular to line of traffic. Repeat operation to provide gritty texture.

Do not remove forms for 24 hours after concrete has been placed. After form removal, clean ends of joints and point up any minor honeycombed areas. Remove and replace areas or section with major defects, as directed.

Protect and cure finished concrete paving in accordance with "Florida Department of Transportation Specifications for Road and Bridge Construction" Section 350-13.

2.10 CLEANING AND ADJUSTING:

Repair or replace broken or defective concrete as directed.

Protect concrete from damage until acceptance of work. Exclude traffic from pavement for at least 14 days after placement. When construction traffic is permitted, maintain pavement as clean as possible by removing surface stains and spillage of materials.

Sweep concrete pavement and wash free of stains, discolorations, dirt, and other foreign material just prior to final inspection.

9 DETENTION AREAS AND GRASSED SWALES:

Swales must be landscaped with seeding, sodding, or sprigging, which does not inhibit the infiltration rate of the soil. Engineer requires 48 hours notice prior to landscaping of infiltration areas to make appropriate inspections.

The system will require periodic maintenance for continued proper operation. This will include, as a minimum: A) removal of silt debris from surface infiltration areas and catch basins, and B) maintenance of vegetative cover in surface infiltration areas.

9.1 STORMWATER DRYWELLS:

Drywells shall be constructed to the dimensions as detailed in the plans. The washed granular material shall have of a void ratio of not less than 0.4 and the gradation shall conform to section 901 of the latest edition "Florida Department of Transportation Specifications for Road and Bridge Construction". The dry well shall be completely wrapped in woven (as opposed to spun) filter cloth with a minimum 2 feet of overlap at field joints. The dry well shall contain perforated pipes as detailed in the plans.

9.2 INSTALLATION:

The Contractor shall comply with all local, state and federal regulations. The Contractor shall provide proper facilities for handling and laying pipe and accessories. Trenches shall be properly prepared; pipe shall be supported over its full length and bell holes hand dug as required. No pipe will be laid in unsuitable weather or in water. The Contractor will verify all field dimensions and report all discrepancies (including field stake-out) prior to commencing work. The contractor shall notify the Engineer at least 24 hours prior to installing any portion of the storm sewer system. He shall also stake all service connections and provide as-built dimensions to the Engineer. Manholes, cleanouts and the like shall be located, built and sized as shown on these drawings. Connections with existing storm sewer systems shall be coordinated by the Contractor with the Utility Authority. Adequate traffic control shall be provided.

A minimum separation of 10 ft. horizontal measured outside to outside and 18 inches vertical is required between storm sewer lines and all water lines.

When trench excavation depth exceeds five feet, the Contractor shall provide trench protection (shields, sloping, shoring, etc.) and shall comply with OSHA Standard 29 CFR, Section 1926.650 Subpart P.

In accordance with rules of the Florida Department of Environmental Protection (DEP), Chapter 62-25, the Engineer of record will be responsible for observation of construction of the Storm Sewer System. The Engineer shall be notified at commencement and completion of construction. To assure compliance with plans and specifications, said Engineer will report to DEP upon completion of construction before the system can be placed in service.

9.3 TESTS:

The Contractor shall coordinate all Tests and Inspections with the Utility Authority and the Engineer. All lines, fittings and manholes shall be clean and dry before the Inspector is summoned. Tests and subsequent corrections shall be at the expense of the Contractor.

Non-Perforated Storm Sewers: Leakage tests by exfiltration and/or infiltration will be made on all pipe as deemed by the Engineer. The Engineer shall have the option determining which test shall be employed. Generally, if the groundwater table is below the bottom of the pipe, an exfiltration test shall be used. Duration of test shall be not less than two (2) hours. Visible leaks encountered shall be corrected regardless of leakage test results. Leakage as measured by either the infiltration or exfiltration test shall not exceed 0.2 gallons per inch diameter per 100 feet of pipe per hour. When leakage exceeds the maximum amount specified, satisfactory correction shall be made and retesting accomplished.

Deflection testing shall be done on all flexible pipe at the direction of the Engineer. Testing shall be done using a mandrel having a diameter equal to 95 percent of the inside diameter of the pipe. When a deflection device is used in lieu of the mandrel, such device shall be approved by the Engineer prior to use. No pipe deflection shall exceed 5 percent.

9.4 EROSION PROTECTION:

New and existing drainage structures shall be protected from soil erosion sedimentation by placing baled hay around structures.

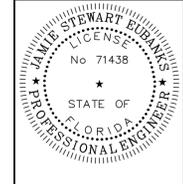
Staked baled hay and silt fence barriers shall be installed downhill from any earthwork activity, and in all areas subject to soil erosion, prior to start of construction.

Soil erosion sedimentation shall be controlled during all phases of construction.

ALL SOIL EROSION SEDIMENTATION SHALL BE RETAINED ON SITE.



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 FL. REGISTRATION NO. 71438

REV	DATE	DESCRIPTION
1	2.11.2020	COMMENTS FROM FOOT ACCESS REVIEW
2	03/06/2020	REVISIONS PER CITY OF DESTIN REVIEW
3	04/15/2020	REVISIONS PER CITY OF DESTIN REVIEW
4	04/17/2020	REVISION TO ACCESS POINT AND REISSUED FOR CITY USE

CITY OF DESTIN  
 ROYAL MELVIN PARK  
 CITY OF DESTIN, FLORIDA  
 SPECIFICATION SHEET 1  
 NOT VALID UNLESS BEARING ENGINEER'S ORIGINAL SIGNATURE

JOB: 19-03  
 DATE: 03/27/19  
 DESIGNED: JSE/JAW  
 DRAWN: JAW/CEJ

BAR IS ONE INCH ON ORIGINAL  
 0 1"  
 IF NOT ONE INCH ON THIS SHEET  
 ADJUST SCALES ACCORDINGLY

DRAWING NUMBER  
 9 OF 28

SHEET NUMBER  
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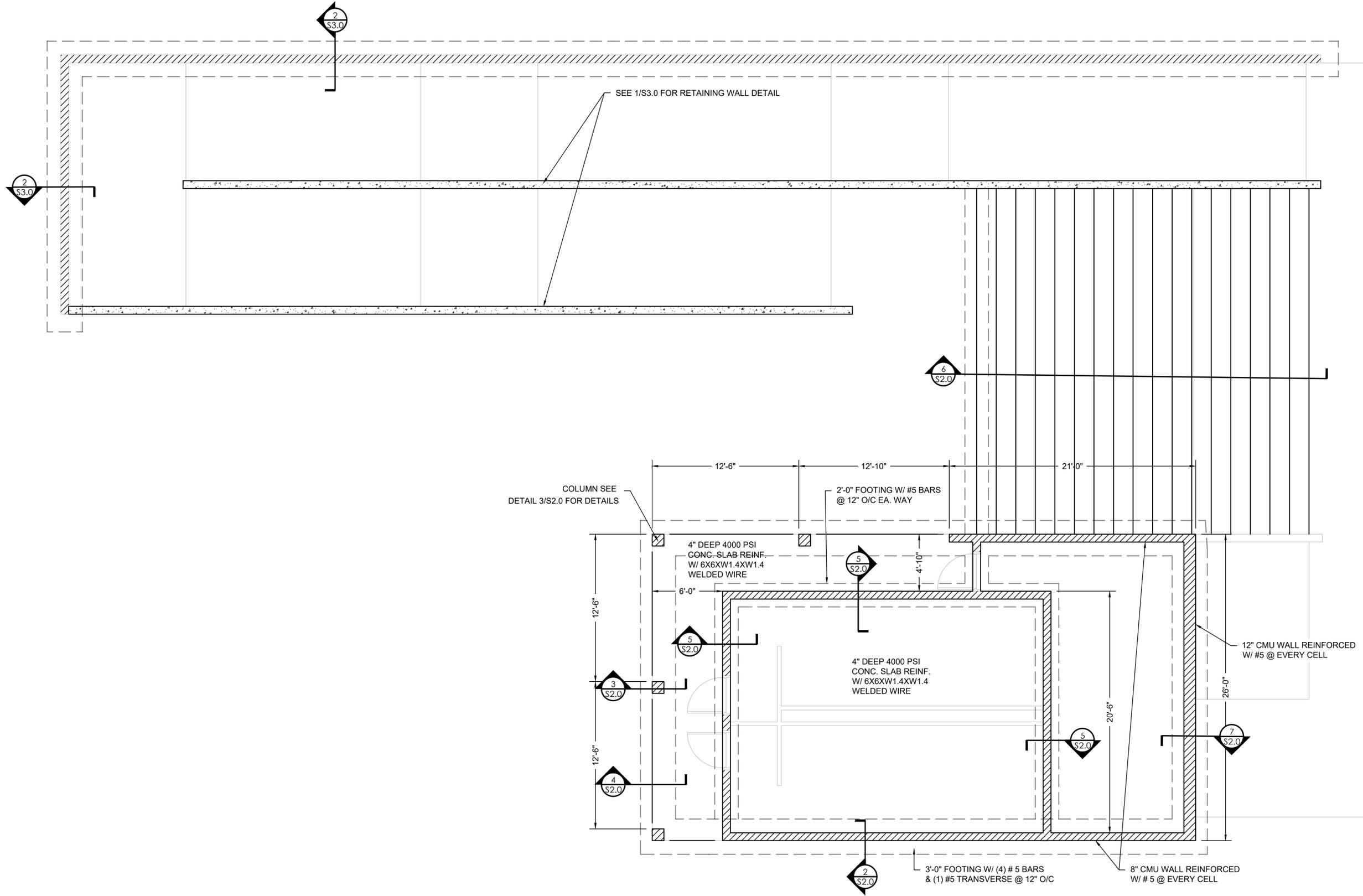












**1** FOUNDATION PLAN  
SCALE: 1/4"=1'-0"

**ANDERSON ENGINEERING**  
EMPLOYEE OWNED

**AE**

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REVISIONS		DRAWING INFO.	
NO.	DESCRIPTION	BY	DATE
		DRAWN BY:	KLM
		CHECK BY:	AMM
		LICENSE NO.	PE-78963
		DATE:	05/08/2019
		FIELD BOOK:	N/A
		JOB NUMBER:	19FL70044

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PIAZZA DESIGN ARCHITECTS, LLC  
P.O. BOX 2295  
SANTA ROSA BEACH, FL 32459

**FOUNDATION PLAN**

ROYAL MELVIN PARK  
206 HARBOR BLVD  
DESTIN, FLORIDA 32541

DRAWING NO.  
**19FL70044**

SHEET NUMBER  
**S1.0**

The Engineer, by this seal, certifies that he is a duly Licensed Professional Engineer in the State of Florida, and that he is the author of the design shown on this drawing. He also certifies that the design complies with the applicable Florida Building Code and all applicable Florida laws and regulations. He further certifies that the design was prepared by him or under his direct supervision and control. He is not responsible for any errors or omissions in this drawing.



















# Royal Melvin Park Building

Destin, Florida

Date: December 11, 2019

## ADDENDUM No.1

### Explanatory

The following items are hereby called to the attention of the Contractor and shall be included in the Contract Documents. The Contractors shall consider these items as if they were originally in the Plans and Specifications and the same shall hereby become part of the construction documents.

Contractor is hereby notified that they shall make any necessary adjustments in their estimates on account of this Addendum. It will be construed that each Bidder's proposal is submitted with full knowledge of all modifications and supplemental data specified herein.

### ITEMS:

1. **Exterior Restroom Locks Change:** Provide Trilogy locks on door Type #1: Stainless Steel, weatherproof, battery operated, programmable digital cylindrical lock with multiple scheduled lock/unlock event and audit trail capability with standard key override.
2. **Drinking Fountain:** Provide a Hi/Lo electric drinking fountain with bottle filler. MDF Most Dependable Fountains, Inc. Model # 10485 WM, color selected by Owner. Spec. sheet attached.
3. **Hand Dryer:** Provide a hand dryer-hands free (infrared optical sensor) electric hand dryer as specified herein. Motor shall be a thermally protected, series commutated, through-flow discharge vacuum motor/blower (5/8 hp @24,000 rpm) with an air velocity of up to 20,000 linear feet per minute and a flow rate of up to 63 cubic feet per minute. Unit specifications are 110-120V, 11.3-12.2 amps (A) with heat (motor 4.3-4.5A), 400-450 watts with heat off and 1400-1500 watts with heat on. Adjustable heat control. 900 -1000W heating element mounted inside the blower housing capable of producing an air temperature of up to 146 degrees F at a 72 degrees F ambient air temperature at the hands 102mm below the air outlet. Automatic lockout feature which shuts the unit off after >30 seconds run time
4. **ALTERNATE NUMBER 1 :**  
Delete plumbing fixtures called for on the plans and provide Stainless Steel fixtures; Water closets, Urinals, and lavatories, and including all related hardware. Manufactured by Acorn Engineering Co. to be selected by Owner and similar to:  
Lavatory      Model # 1652LRB  
Urinal        Model # 2162  
Water Closet   Model # 3330

**Addendum No. 1**

December 11, 2019

**Royal Melvin Park**  
Destin, Florida

**List of Attachments:**

Attachment #1 Drinking Fountain Specification sheet.

**End Addendum No. 1**

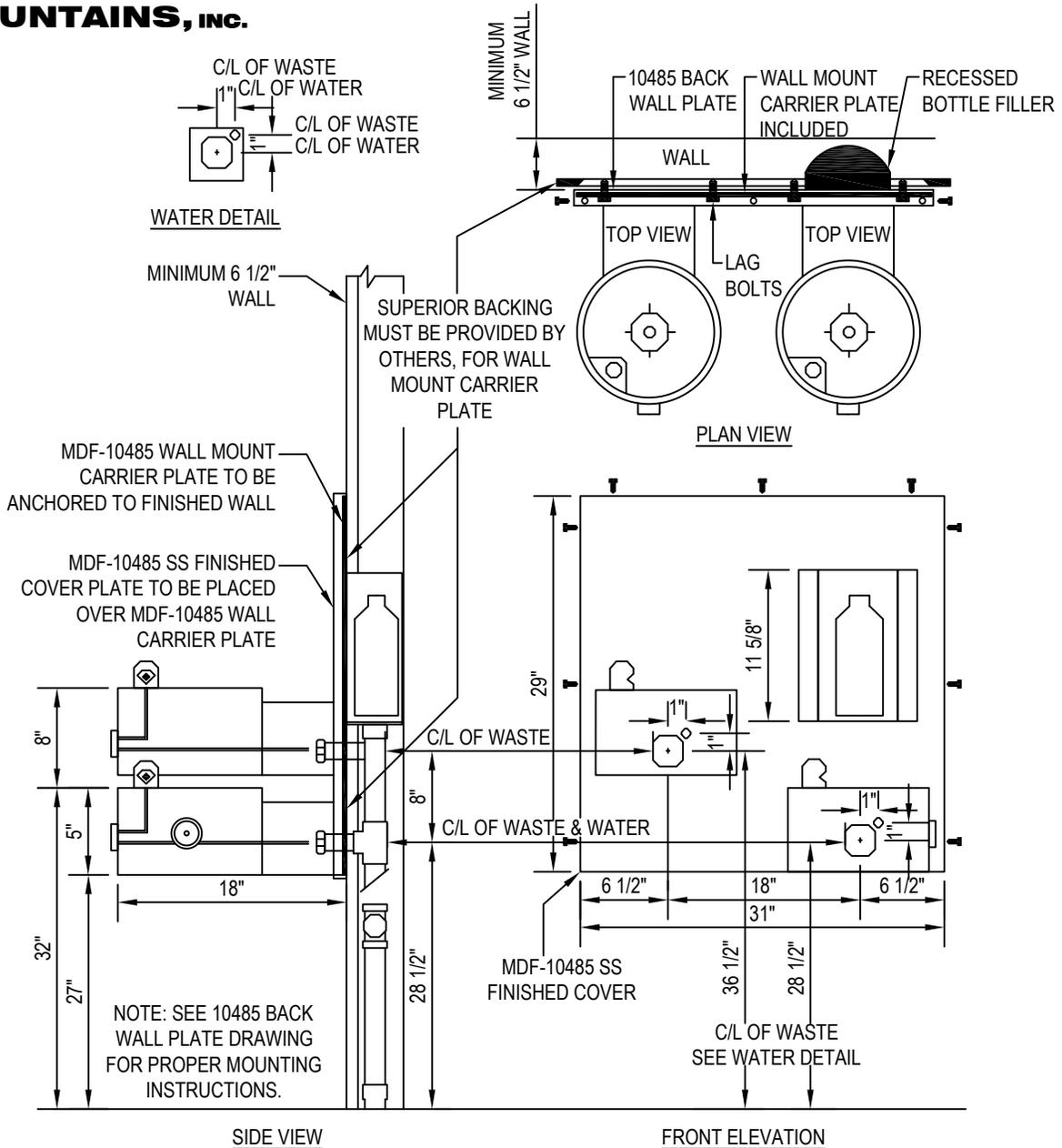
Prepared by:

Stephen W. Piazza, NCARB

Piazza Design Architects, LLC

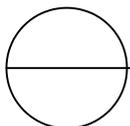


MOST DEPENDABLE FOUNTAINS, INC.  
 5705 COMMANDER DR. P.O. BOX 587  
 ARLINGTON, TN 38002-0587  
 PHONE: (901) 867-0039  
 www.mostdependable.com



**NOTES:**

1. THIS MODEL COMES WITH A CARRIER PLATE.
2. INSTALLATION TO BE COMPLETED IN ACCORDANCE WITH MANUFACTURER'S SPECIFICATIONS.
3. DO NOT SCALE DRAWING.
4. THIS DRAWING IS INTENDED FOR USE BY ARCHITECTS, ENGINEERS, CONTRACTORS, CONSULTANTS AND DESIGN PROFESSIONALS FOR PLANNING PURPOSES ONLY. THIS DRAWING MAY NOT BE USED FOR CONSTRUCTION.
5. ALL INFORMATION CONTAINED HEREIN WAS CURRENT AT THE TIME OF DEVELOPMENT BUT MUST BE REVIEWED AND APPROVED BY THE PRODUCT MANUFACTURER TO BE CONSIDERED ACCURATE.
6. CONTRACTOR'S NOTE: FOR PRODUCT AND COMPANY INFORMATION VISIT [www.CADdetails.com/info](http://www.CADdetails.com/info) AND ENTER REFERENCE NUMBER 3354-17.13.



**MODEL 10485 WM**

10485 WM CARRIER PLATE INCLUDED

