

11.3.1 If the Project Manager considers it necessary or advisable that Work covered in accordance with Paragraph 11.2.1, 11.2.2 and 11.2.3 be observed by the City or inspected or tested by others, the Contractor at the City's request, shall uncover, expose or otherwise make available for observation, inspection or testing as the Project Manager may require, that portion of the Work in question, furnishing all necessary labor, material and equipment. If it is found that such Work is defective, the Contractor shall bear all the expenses of such uncovering, exposure, observation, inspection and testing and of satisfactory reconstruction, including compensation for additional professional services, and an appropriate deductive Change Order shall be issued. If, however, such work is not found to be defective, the Contractor shall be allowed an increase in the Contract Price or an extension of the Contract Time, or both, directly attributable to such uncovering, exposure, observation, inspection testing and reconstruction if he makes a claim therefore as provided in Articles 14 and 15.

11.4 City May Stop the Work: If the Work is defective, or the Contractor fails to supply sufficient skilled supervisory personnel or workmen or suitable materials or equipment or the work area is deemed unsafe, the City may order the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of the City to stop the Work shall not give rise to any duty on the part of the City to exercise this right for the benefit of the Contractor or any other party.

The City will not award any increase in Contract Price or Contract Time if the Work is stopped due to the circumstances described herein.

11.5 Correction or Removal of Defective Work Before Final Payment: If required by the Project Manager, the Contractor shall promptly, without cost to the City and as Specified by the Project Manager, either correct any defective Work, whether or not fabricated, installed or completed, or if the Work has been rejected by the City remove it from the site and replace it with non-defective Work.

11.6 One Year Correction Period After Final Payment: If within one (1) year after the date of final acceptance, or such longer period of time as may be prescribed by law or by the terms of any applicable special guarantee required by the Contract Documents, any work is found to be defective, the Contractor shall promptly, without cost to the City and in accordance with the City's written instructions, either correct such defective Work, or, if it has been rejected by the City, remove it from the site and replace it with non-defective Work.

If The Contractor does not promptly comply with the terms of such instructions or in an emergency where delay would cause serious risk of loss or damage, the City may have the defective Work corrected or the rejected Work removed and replaced, and all direct and indirect costs for such removal and replacement, including compensation for additional professional services, shall be paid by the Contractor.

11.7 Acceptance of Defective Work, Deductions: If, instead of requiring correction or removal and replacement of defective Work, the City, at the city's sole option, prefers to accept it, the City may do so. In such a case, if acceptance occurs prior to the Project Manager's recommendation of final payments, a Change Order shall be issued incorporating the

necessary revisions in the Contracts Documents, including appropriate reduction in the Contract Price; or if the acceptance occurs after such recommendation, an appropriate amount shall be paid by the Contractor to the City.

- 11.8 City May Correct Defective Work: If the Contractor fails within a reasonable time after written notice of the Project Manager to proceed to correct defective Work or to remove and replace rejected Work as required by the Project Manager in accordance with Paragraph 11.5, or if the Contractor fails to perform the Work in accordance with the Contract Documents, the City may, after seven (7) days written notice to the Contractor, correct and remedy any such deficiency. In exercising its rights under this paragraph, the City shall proceed expeditiously. To the extent necessary to complete corrective and remedial action, the City may exclude the Contractor from all or part of the site, take possession of all or part of the Work, suspend the Contractor's services related thereto and take possession of the Contractor's tools, construction equipment and materials stored at the site or elsewhere. The Contractor shall allow the City's representative agents and employees such access to the site as may be necessary to enable the City to exercise its rights under this paragraph. All direct and indirect costs of the City in exercising such rights shall be charged against the Contractor in an amount verified by the Project Manager, and a Change Order shall be issued incorporating the necessary revisions in the Contract Documents and a reduction in the Contract Price. Such direct and indirect costs shall include, in particular but without limitation, compensation for additional professional services required and costs of repair and replacement of work of others destroyed or damaged by correction, removal or replacement of the Contractor's defective Work. The Contractor shall not be allowed an extension of the Contract Time because of any delay in performance of the Work attributable to the exercise by the City of the City's right hereunder.

ARTICLE 12 – INDEMNIFICATION

- 12.1 Disclaimer of Liability: The City shall not at any time, be liable for injury or damage occurring to any person or property from any cause, whatsoever, arising out of Contractor's construction and fulfillment of this agreement.
- 12.2 Indemnification: For other, additional good valuable consideration, the receipt and sufficiency of which is hereby acknowledged:
- 12.2.1 Contractor shall, at its sole cost and expense, indemnify and hold harmless the City, its representatives, employees and elected and appointed officials from or on account of all claims, damages, losses, liabilities and expenses, direct, indirect or consequential including but not limited to fees and charges of engineers, architects, attorneys, consultants and other professionals and court costs arising out of or in consequence of the performance of this Agreement at all trial and appellate levels. Indemnification shall specifically include but not be limited to claims, damages, losses, liabilities and expenses arising out of or from (a) the negligent or defective design of the project and Work of this Agreement; (b) any act, omission or default of the Contractor, its Subcontractors, agents, servants or employees; (c) any and all bodily injuries, sickness, disease or death; (d) injury to or destruction of tangible property, including any resulting loss of use; (e) other such damages, liabilities, or losses received or sustained by any person or persons during or on account of any operations connected with the construction

of this Project including the warranty period; (f) the use of any improper materials; (g) any construction defect including both patent and latent defects; (h) failure to timely complete the work;

(i) The violation of any federal, state, county or city laws, ordinances or regulations by Contractor, its subcontractors, agents, servants, independent contractors or employees; (j) the breach or alleged breach by Contractor of any term of the Agreement, including the breach or alleged breach of any warranty or guarantee.

12.2.2 Contractor agrees to indemnify, defend, save and hold harmless the City, its officers, agents and employees, from all damages, liabilities, losses, claims, fines and fees, and from any and all suits and actions of every name and description that may be brought against City, its officers, agents and employees, on account of any claims, fees, royalties, or costs for any invention or patent and/or for the infringement of any and all copyrights or patent rights claimed by any person, firm, or corporation.

12.2.3 Contractor shall pay all claims, losses, liens, settlements or judgments of any nature in connection with the foregoing indemnifications including, but not limited to, reasonable attorney's fees and costs for trials and appeals.

12.2.4 If any Subcontractor, supplier, laborer, or materialmen of Contractor or any other person directly or indirectly acting for or through Contractor files or attempts to file a mechanic's or construction lien against the real property on which the work is performed or any part or against any personal property or improvements thereon or make a claim against any monies due or to become due from the City to Contractor or from Contractor to a Subcontractor, for or on account of any work, labor, services, material, equipment, or other items furnished in connection with the Work or any change order, Contractor agrees to satisfy, remove, or discharge such lien or claim at its own expense by bond, payment, or otherwise within five (5) days of the filing or from receipt of written notice from the City.

Additionally, until such time as such lien or claim is satisfied, removed or discharged by Contractor, all monies due to Contractor, or that become due to Contractor before the lien or claim is satisfied, removed or otherwise discharged, shall be held by City as security for the satisfaction, removal and discharge of such lien and any expense that may be incurred while obtaining the discharge. If Contractor shall fail to do so, City shall have the right, in addition to all other rights and remedies provided by this Agreement or by law, to satisfy, remove, or discharge such lien or claim by whatever means City chooses at the entire and sole cost and expense of Contractor which costs and expenses shall, without limitation, include attorney's fees, litigation costs, fees and expenses and all court costs and assessments, and which shall be deducted from any amount owing to Contractor. In the event the amount due Contractor is less than the amount required to satisfy Contractor's obligation under this, or any other article, paragraph or section of this Agreement, the Contractor shall be liable for the deficiency due the City.

12.2.5 The Contractor and the City agree that Section 725.06(2), Florida Statutes controls the extent and limits of the indemnification and hold harmless provisions

of this Agreement, if any, and that the parties waive any defects in the wording of this Article that runs afoul of said statutory section.

ARTICLE 13 – CHANGES IN THE WORK

- 13.1 Without invalidating this Agreement, the City may, at any time or from time to time order additions, deletions or revisions in the Work through the issuance of Change Orders. Upon receipt of a Change Order, the Contractor shall proceed with the Work involved. All Work shall be executed under the applicable conditions of the Contract Documents. If any Change Order causes an increase or decrease in the Contract Price or an extension or shortening of the Contract Time, an equitable adjustment will be made as provided in Article 14 or Article 15 on the basis of a claim made by either Party.
- 13.2 The Project Manager may authorize minor changes in the work not involving an adjustment in the Contract Price or the Contract Time, which are consistent with the overall intent of the Contract Documents. Such changes must be in writing and signed by the City and the Contractor.
- 13.3 If notice of any change affecting the general scope of the Work or change in the Contract Price is required by the provisions of any Bond to be given to the Surety, it will be the Contractor's responsibility to so notify the Surety, and the amount of each applicable Bond shall be adjusted accordingly. The Contractor shall furnish proof of such adjustment to the City.

ARTICLE 14 – CHANGE OF CONTRACT PRICE

Change of Contract Price, approved by CITY, shall be computed as follows:

- 14.1 Cost of the Work: The term "Cost of the Work" means the sum of all direct costs necessarily incurred and paid by Contractor in the proper performance of the Work. Except as otherwise may be agreed to in writing by the City, these costs shall be in amounts no higher than those prevailing in the City and shall include only the following items and shall not include any of the costs itemized in Paragraph 14.2.
- 14.1.1 Payroll costs for employees in the direct employ of the Contractor in the performance of the Work under schedules of job classifications agreed upon by the City and the Contractor. Payroll costs for employees not employed full time on the Work shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include, but not be limited to, salaries and wages plus and cost of fringe benefits which shall include social security contributions, unemployment, excise and payroll taxes, worker's compensation, health and retirement benefits, bonuses, sick leave, vacation and applicable holiday pay.
- 14.1.2 Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage, and required suppliers and field services. All cash discounts, rebates and refunds and all returns from sale of surplus materials and equipment shall accrue to the City, and the Contractor shall make provisions so that they may be obtained.

14.1.3 Supplemental costs including the following:

- 14.1.3.1 Cost, including transportation and maintenance of all materials, supplies, equipment, machinery, appliances, office and temporary facilities at the site and hand tools not owned by the workers, which are consumed in the performance of the Work.
- 14.1.3.2 Rentals of all construction equipment and machinery and the parts whether rented from the Contractor or others in accordance with rental agreements approved by the City, and the costs of transporting, loading, unloading, installation, dismantling and removal. The rental of any such equipment, machinery or parts shall cease when the use is no longer necessary for the Work.
- 14.1.3.3 Sales, consumer, use or similar taxes related to the Work and for which the Contractor is liable, imposed by laws and regulations.
- 14.1.3.4 Royalty payments and fees for permits and licenses.
- 14.1.3.5 The cost of utilities, fuel and sanitary facilities at the Work site.
- 14.1.3.6 Minor expenses such as telegrams, long distance telephone calls, telephone service at the site, expressage and similar petty cash items in connection with the Work.
- 14.1.3.7 Cost of premiums for additional bonds and insurance required because of changes in the Work.

14.2 The Contract Price may only be increased by a Change Order when Work is modified in accordance with Article 13 and approved by the CITY in writing. Any claim for an increase in the Contract Price resulting from a Change Order shall be based on written notice delivered to the Project Manager within ten (10) days of the occurrence of the Change Order giving rise to the claim. Notice of the amount of the claim with supporting data shall be included in the Change Order and delivered within twenty (20) days of such occurrence unless Project Manager allows an additional period of time to ascertain accurate cost data. Any change in the Contract Price resulting from any such claim shall be incorporated in the Change Order.

14.3 Not Included in the Cost of the Work: The term "cost of the Work" shall not include any of the following:

14.3.1 Payroll costs and other compensation of the Contractor's officers executives, principals (of partnership and sole proprietorships), general managers, engineers, architects, estimators, attorneys, auditor, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks and other personnel employed by the Contractor whether at the site or in the Contractor's principal or branch office for general administration of the work and not specifically included in the agreed upon schedule of job classifications referred to in Paragraph 14.1.1, all of which are to be considered administrative costs covered by the Contractor's fee.

- 14.3.2 Expenses of the Contractor's principal and branch offices other than the Contractor's office at the site.
- 14.3.3 Any part of the Contractor's capital expenses, including interest on the Contractor's capital employed for the Work and charges against the Contractor for delinquent payments.
- 14.3.4 Cost of premiums for all bonds and for all insurance whether or not the Contractor is required by the Contract Documents to purchase and maintain the same.
- 14.3.5 Costs due to the negligence of the Contractor, any subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied and making good any damage to property.
- 14.3.6 Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in Paragraph 14.1
- 14.4 Basis of Compensation: The Contractor's compensation, allowed to the Contractor for overhead and profit, shall be determined as follows:
- 14.4.1 A mutually acceptable negotiated fee:
- 14.4.1.1 For costs incurred under Paragraphs 14.1.1 and 14.1.2, the Contractor's fee shall not exceed five percent (5%).
- 14.4.1.2 No fee shall be payable on the basis of costs itemized under Paragraphs 14.1.3.1, 14.1.3.2, 14.1.3.3, 14.1.3.4, 14.1.3.5, 14.1.3.6, 14.1.3.7, 14.3.1, 14.3.2, 14.3.3, 14.3.4, 14.3.5 and 14.3.6.
- 14.4.1.3 The amount of credit to be allowed by the Contractor to the City for any such change which results in a net decrease plus a deduction in the Contractor's fee by an amount equal to five percent (5%) for the net decrease.
- 14.4.1.4 When both additions and credits are involved in any one change the combined overhead and profit shall be figured on the basis of net increase if any, however, not to exceed five percent (5%) of the agreed compensation. Profit will not be paid on any Work not performed.
- 14.5 Cost Breakdown Required: Whenever the cost of any Work is to be determined pursuant to this Article, the Contractor will submit in form acceptable to the City an itemized cost breakdown together with supporting documentation. Whenever a change in the Work is to be based upon mutual acceptance of a lump sum, whether the amount is an addition, credit, or no-charge-in-cost, the Contractor shall submit an

estimate substantiated by a complete itemized breakdown:

14.5.1 The breakdown shall list quantities and unit prices for materials, labor, equipment and other items of cost.

14.5.2 Whenever a change involves the Contractor and one (1) or more subcontractors and the change is an increase in the agreed compensation, the overhead and profit percentage for the Contractor and each subcontractor shall be itemized separately.

14.6 Time for the City to Approve Extra Work: Any Extra Work in an amount up to and not exceeding a cumulative amount of \$50,000 for a specific project can be approved by the City Manager and shall require a written Change Order proposal to be submitted to the Public Works Director for submittal and approval by the City Manager. Extra Work exceeding the cumulative amount of \$50,000 for a specific project must be approved by the City Commission and a written Change Order proposal must be submitted to the Public Works Director for submittal and approval by the City Manager and City Commission. No financial or time claim for delay to the project resulting from the Change Order approval process outlined above under Section 14.6 will be allowed.

ARTICLE 15 – CHANGE OF THE CONTRACT TIME

15.1 The Contract Time may only be changed by a Change Order. Any claim for an extension in the Contract Time shall be based on written notice delivered to the Project Manager within five (5) days of the occurrence of the event giving rise to the claim. Any change in the Contract Time resulting from any such claim shall be incorporated in a Change Order.

15.2 The Contract Time will be extended in an amount equal to time lost due to delays beyond the control of the Contractor if a claim is made there for as provided in Paragraph 15.1. Such delays shall include but not be limited to, acts or neglect by the City, or to fires, floods, labor disputes, epidemics, abnormal weather conditions, or acts of God.

15.3 All time limits stated in the Contract Documents are of the essence. The provisions of this Article 15 shall not exclude recovery for damages for delay by the Contractor.

15.4 Delays caused by or resulting from entities, contractors or subcontractors who are not affiliated with the CONTRACTOR (non-affiliated Contractors) shall not give rise to a claim by the CONTRACTOR for damages for increases in material and/or labor costs. Such entities, contractors and subcontractors include, but are not limited to, the City's contractors and subcontractors, Florida Power and Light Company, AT&T and Florida East Coast Railway, LLC.

ARTICLE 16 – LIQUIDATED DAMAGES

16.1 Upon failure of the Contractor to complete the Work within the time specified for completion, the Contractor shall pay to the City the sum of **Five Hundred Dollars (\$500.00)** for each and every calendar day that the completion of the Work is delayed beyond the time specified in this Agreement for completion, as fixed and agreed

liquidated damages and not as a penalty, so long as the delay is caused by the Contractor. Should an act of God or the acts or omissions of the City, its agents or representatives, in derogation to the terms of this Agreement cause the delay, the Contractor shall not be responsible for the delay nor liquidated damages. Liquidated damages are fixed and agreed upon between the Parties, recognizing the impossibility of precisely ascertaining the amount of damages that will be sustained by the City as a consequence of such delay and both parties desiring to obviate any question of dispute concerning the amount of damages and the cost and effect of the failure of the Contractor to complete the Work on time. Liquidated damages shall apply separately to each portion of the Work for which a time of completion is given. The City shall have the right to deduct from or retain any compensation which may be due or which may become due and payable to the Contractor the amount of liquidated damages, and if the amount retained by the City is insufficient to pay in full such liquidated damages, the Contractor shall pay all liquidated damages in full. The Contractor shall be responsible for reimbursing the City, in addition to liquidated damages or other damages for delay, for all costs of engineering, architectural fees, and inspection and other costs incurred in administering the construction of the Project beyond the completion date specified or beyond an approved extension of time granted to the Contractor whichever is later. Delays caused by or resulting from entities, contractors or subcontractors who are not affiliated with the Contractor shall not give rise to a claim by Contractor for damages for increase in material and/or labor costs. Such entities, contractors and subcontractors include, but are not limited to, the City's contractors and subcontractors, Florida Power and Light Company, AT&T, and Florida East Coast Railway, LLC.

- 16.2 No Extended Damages: For other and additional good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the Contractor covenants and agrees that in the event of any delay of construction or for any reason, allegation or claim, and notwithstanding the reason of the delay, reason, claim or allegation or who caused them or the construction delay or whether they were caused by the City, that there will be no entitlement to Contractor to or for any direct or indirect financial damages or losses for extended corporate overhead impact, extended project overhead impacts, project support services, mobilization or demobilization or by whatever other label or legal concept or theory and types of names or labels or basis such claims may have, or any business damages or losses of whatever type or nature, and Contractor hereby waives any right to make any such claim or claims. This provision will have application and effect when construction delays are anticipated and agreed upon by both the City and the Contractor.

ARTICLE 17 – SUSPENSION OF WORK AND TERMINATION

- 17.1 City May Suspend Work: The City may, at any time and without cause, suspend the Work or any portion of the Work for a period of not more than ninety (90) days by notice in writing to the Contractor which shall fix the date on which Work shall be resumed. The Contractor shall resume the Work on the date fixed. The Contractor will be allowed an increase in the Contract Price or an extension of the Contract Time, or both, directly attributable to any suspension, if the Contractor makes a claim as provided in Articles 14 and 15.
- 17.2 City May Terminate Work: The City retains the right to terminate this Agreement, with thirty (30) days prior written notice. Additionally, the City may also terminate this Agreement

upon 15 days' notice upon the occurrence of any one or more of the following events:

- 17.2.1 If the Contractor commences a voluntary case or a petition is filed against the Contractor, under any chapter of the Bankruptcy Code, or if the Contractor takes any equivalent or similar action by filing a petition or otherwise under any other federal or state law in effect at such time relating to the bankruptcy or insolvency.
 - 17.2.2 If the Contractor makes a general assignment for the benefit of creditors.
 - 17.2.3 If a trustee, receiver, custodian or agent of the Contractor is appointed under applicable law or under Contract, whose appointment or authority to take charge of property of the Contractor is for the purpose of enforcing a lien against such property or for the purpose of general administration of such property for the benefit of the Contractor's creditors.
 - 17.2.4 If the Contractor persistently fails to perform the Work in accordance with the Contract Documents, including but not limited to, failure to supply sufficient skilled Workers or suitable materials or equipment or failure to adhere to the progress schedule as same may be revised from time to time.
 - 17.2.5 If the Contractor repeatedly fails to make prompt payments to subcontractors or for labor, material or equipment.
 - 17.2.6 If the Contractor repeatedly disregards proper safety procedures.
 - 17.2.7 If the Contractor disregards any local, state or federal laws or regulations.
 - 17.2.8 If the Contractor otherwise violates any provisions of this Agreement.
- 17.3 If the Contractor, within a period of ten (10) calendar days after such notice, shall not proceed in accordance therewith, the City may exclude the Contractor from the Work site and take the prosecution of the Work out of the hands of the Contractor, and take possession of the Work and all of the Contractor's tools, appliances, construction equipment and machinery at the site and use them without liability to the City for trespass or conversion, incorporate in the Work all materials and equipment stored at the site or for which the City has paid the Contractor but which are stored elsewhere. And Further, the Contractor may be excluded from the Work site and the City take possession of the Work and of all the Contractor's tools, appliances, construction equipment and machinery at the site and use them without liability to the City for trespass or conversion, incorporate in the Work all materials and equipment stored at the site or for which the City has paid the Contractor but which are stored elsewhere, and finish the Work as the City may deem expedient. In this instance, the Contractor shall not be entitled to receive any further compensation until the Work is finished.
- 17.3.1 If after notice of termination of Contractor's right to proceed, it is determined for any reason that Contractor was not in default, the rights and obligations of the City and Contractor shall be the same as if the notice of termination had been issued pursuant to the Termination for Convenience Clause as set forth in Section 17.5 below.

- 17.3.2 Upon receipt of Notice of Termination pursuant to Sections 17.2 or 17.5, Contractor shall promptly discontinue all affected work unless the Notice of Termination directs otherwise and deliver or otherwise make available to City all data, drawings, specifications reports, estimates, summaries and such other information as may have been required by the Contract Documents whether completed or in process.
- 17.4 If the Contractor commits a default due to its insolvency or bankruptcy, the following shall apply:
- 17.4.1 Should this Agreement be entered into and fully executed by the parties, funds released and the Contractor (Debtor) files for bankruptcy, the following shall occur:
- 17.4.1.1 In the event the Contractor files a voluntary petition under 11 U.S.C. 301 or 302, or an order for relief is entered under 11 U.S.C. 303, the Contractor shall acknowledge the extent, validity, and priority of the lien recorded in favor of the City. The Contractor further agrees that in the event of this default, the City shall, at its option, be entitled to seek relief from the automatic stay pursuant to 11 U.S.C. 362. The City shall be entitled to relief from the automatic stay pursuant to 11 U.S.C. 362(d) (1) or (d) (2), and the Contractor agrees to waive the notice provisions in effect pursuant to 11 U.S.C. 362 and any applicable Local Rules of the United States Bankruptcy Court. The Contractor acknowledges that such waiver is done knowingly and voluntarily.
- 17.4.1.2 Agreement constitutes an executory contract within the meaning of 11 U.S.C. 365. The Contractor acknowledges that this Agreement is not capable of being assumed pursuant to 11 U.S.C. 365(c) (2), unless the City expressly consents in writing to the assumption. In the event the City consents to the assumption, the Contractor agrees to file a motion to assume this Agreement within ten (10) days after receipt of written consent from the City, regardless of whether the bankruptcy proceeding is pending under Chapter 7, 11, or 13 of Title 11 of the United States Code. The Contractor further acknowledges that this Agreement is not capable of being assigned pursuant to U.S.C. 365(b) (1).
- 17.5 Termination for Convenience: This Contract may be terminated for convenience in writing by City upon thirty (30) days written notice to Contractor (delivered by certified mail, return receipt requested) of intent to terminate and the date on which such termination becomes effective. In such case, Contractor shall be paid for all work executed and expenses incurred prior to termination. In addition to termination settlement costs reasonably incurred by Contractor relating to commitments which had become firm prior to the termination. Payment shall include reasonable profit for work/services satisfactorily performed. No payment shall be made for profit for work/services which have not been performed.
- 17.6 Where the Contractor's service have been so terminated by the City, the termination shall not affect any rights of the City against the contractor then existing or which may thereafter

accrue. Any retention or payment of moneys due the Contractor by the City will not release the Contractor from liability.

- 17.7 The Contractor has no right, authority or ability to terminate the Work except for the wrongful withholding of any payments due the Contractor from the City.

ARTICLE 18 – DISPUTE RESOLUTION

- 18.1 Resolution of Disputes: Questions, claims, difficulties and disputes of whatever nature which may arise to the technical interpretation of the Contract Documents and fulfillment of this Agreement as to the character, quality, amount and value of any work done and materials furnished, or proposed to be done or furnished under or, by reason of, the Contract Documents which cannot be resolved by mutual agreement of the Contract Administrator and Contractor shall be submitted to the Consultant for resolution. When either party has determined that a disputed question, claim, difficulty or dispute is at an impasse, that party shall notify the other party in writing and submit question, claim, difficulty or dispute to the Consultant for resolution. The parties may agree to a proposed resolution at any time without the involvement and determination of the Consultant.
- 18.1.1 Consultant shall notify Contract Administrator and Contractor in writing of Consultant's decision within twenty-one (21) calendar days from the date of the submission of the question, claim, difficulty or dispute, unless Consultant requires time to gather information or allow the parties to provide additional information.
- 18.1.2 In the event the determination of a dispute by the Consultant under this Article is unacceptable to any of the parties hereto, the party objecting to the determination must notify the other party and the City Manager, in writing within ten (10) days after receipt of the determination. The notice must state the basis of the objection and the proposed resolution. Final resolution of such dispute shall be made by the City Manager. The City Manager's decision shall be final and binding on the parties.
- 18.1.3 All non-technical administrative disputes (such as billing and payment) shall be determined by Contract Administrator.
- 18.1.4 During the dependency of any dispute and after a determination thereof, Contractor, Consultant, and Contract Administrator shall act in good faith to mitigate any potential damages including utilization of construction schedule changes and alternate means of construction. During the pendency of any dispute arising under this Agreement, other than termination herein, Contractor shall carry on the Work and adhere to the progress. The Work shall not be delayed or postpone pending resolution of any disputes or disagreements.
- 18.1.5 For any disputes which remain unsolved, within sixty (60) calendar days after Final Completion of the Work, the parties shall participate in mediation to address all

unresolved disputes. A mediator shall be mutually agreed upon by the parties. Should any objection not be resolved in mediation, the parties retain all their legal rights and remedies under applicable law. If a party objecting to a determination, fails to comply in strict accordance with the requirements of this Article, said party specifically waives all of its rights provided hereunder, including its rights and remedies under applicable law.

ARTICLES 19 - NOTICES

19.1 All notices required by any of the Contract Documents shall be in writing and shall be deemed delivered upon mailing by certified mail, return receipt requested to the following:

To the City:

City Manager’s Office
City of North Miami Beach
17011 NE 19th Ave. 4th Floor
North Miami Beach, Florida
33162
Telephone No. (305) 948-2900
Facsimile No. (305) 957-3602

Office of the City Attorney
City of North Miami Beach
17011 NE 19th Ave. 4th Floor
North Miami Beach, Florida
33162
Telephone No. (305) 948-2939
Facsimile No. (305) 787-6004

With copy to the:

Project Manager
City of North Miami Beach
17050 NE 19th Ave. 2nd Floor
North Miami Beach, FL 33162

To the Contractor:

ARTICLE 20 – LIMITATION OF LIABILITY

- 20.1 The City desires to enter into this Agreement only if in so doing the City can place a limit on the City's liability for any cause of action arising out of this Agreement, so that the City's liability for any breach never exceeds the sum of \$1,000. For other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Contractor expresses its willingness to enter into this Agreement with the knowledge that the Contractor's recovery from the City to any action or claim arising from the Agreement is limited to a maximum amount of \$1,000, which amount shall be reduced by the amount actually paid by the City to the Contractor pursuant to this Agreement, for any action or claim arising out of this Agreement. Nothing contained in this paragraph or elsewhere in this Agreement is in any way intended either to be a waiver of the limitation placed upon the City's liability as set forth in Section 768.28, Florida Statutes, or to extend the City's liability beyond the limits established in said Section 768.28; and no claim or award against the City shall include attorney's fees, investigative costs, expert fees, suit costs or pre-judgment interest.
- 20.2 No Extended Damages: For other and additional good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the Contractor covenants and agrees that in the event of any delay of construction or for any reason, allegation or claim, and notwithstanding the reason of the delay, reason, claim or allegation or who caused them or the construction delay or whether they were caused by the City, that there will be no entitlement to Contractor to or for any direct or indirect financial damages or losses for extended corporate overhead impact, extended project overhead impacts, project support services, mobilization or demobilization or by whatever other label or legal concept or theory and types of names or labels or basis such claims may have, or any business damages or losses of whatever type or nature, and Contractor hereby waives any right to make any such claim or claims. This provision will have application and effect when construction delays are anticipated and agreed upon by both the City and the Contractor.

ARTICLE 21 – GOVERNING LAW

- 21.1 This Agreement shall be governed by the laws of the State of Florida. Both Parties agree that the courts of the State of Florida shall have jurisdiction of any claim arising in connection with this Agreement. Venue for any claim, objection or dispute arising out of this Agreement shall be in Dade County, Florida. **By entering into this Contract, Contractor and City hereby expressly waive any rights either party may have to a trial by jury or any civil litigation related to, or arising out of the Project. Contractor shall specifically bind all subcontractors to the provisions of this Contract.**

ARTICLE 22 – MISCELLANEOUS

- 22.1 The duties and obligations imposed by this Agreement and the rights and remedies available to the parties and, in particular but without limitation, the warranties, guaranties and obligations imposed upon the Contractor and all of the rights and remedies available to the City, are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by laws or regulations, by special warranty or guarantee or by other provisions of the Contract Documents, and the provisions of this Paragraph will be as effective as if repeated specifically in the Contract Documents, and the provisions of this Paragraph will survive final payment and termination or completion of this Agreement.

- 22.2 The Contractor shall not assign or transfer this Agreement or its rights, title or interests. The obligations undertaken by the Contractor pursuant to this Agreement shall not be delegated or assigned to any other person or firm. Violation of the terms of this Paragraph shall constitute a material breach of Agreement by the Contractor and the City any, at its discretion, cancel this Agreement and all rights, title and interest of the Contractor which shall immediately cease and terminate.
- 22.3 The Contractor and its employees, volunteers and agents shall be and remain an independent contractors and not agents or employees of the City with respect to all of the acts and services performed by and under the terms of this Agreement. This Agreement shall not in any way be constructed to create a partnership, association or any other kind of joint undertaking or venture between the Parties.
- 22.4 The City reserves the right to audit the records of the Contractor relating in any way to the Work to be performed pursuant to this Agreement at any time during the performance and term of this Agreement and for a period of three (3) years after completion and acceptance by the City. If required by the City, the Contractor agrees to submit to an audit by an independent certified public accountant selected by the City. The Contractor shall allow the City to inspect, examine and review the records of the Contractor at any and all times during normal business hours during the term of this Agreement.
- 22.5 The remedies expressly provided in this Agreement to the City shall not be deemed to be exclusive but shall be cumulative and in addition to all other remedies in favor of the City now or later existing at law or in equity.
- 22.6 Should any part, term or provisions of this Agreement be decided by the courts to be invalid, illegal or in conflict with any state or federal law, the validity of the remaining portion or provision shall not be affected.
- 22.7 Prohibition Against Contracting With Scrutinized Companies: Subject to *Odebrecht Construction, Inc., v. Prasad*, 876 F.Supp.2d 1305 (S.D. Fla. 2012), *affirmed*, *Odebrecht Construction, Inc., v. Secretary, Florida Department of Transportation*, 715 F.3d 1268 (11th Cir. 2013), with regard to the "Cuba Amendment," the Contractor certifies that it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2016), that it is not engaged in a boycott of Israel, and that it does not have business operations in Cuba or Syria, as provided in section 287.135, Florida Statutes (2016), as may be amended or revised. The City may terminate this Agreement at the City's option if the Contractor is found to have submitted a false certification as provided under subsection (5) of section 287.135, Florida Statutes (2016), as may be amended or revised, or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2016), or is engaged in a boycott of Israel or has been engaged in business operations in Cuba or Syria, as defined in Section 287.135, Florida Statutes (2016), as may be amended or revised.

- 22.8 The CONTRACTOR understands the City is subject to Florida's Public Records Act, Chapter 119, FL. Stat. and that any such books, records, documents and data maintained by the City are public records unless expressly exempted by general law. CONTRACTOR agrees that all documents and advertisements maintained and generated pursuant to this Agreement shall be subject to all provisions of Chapter 119, Florida Statutes. It is further understood that any report, tracing, plan, map or other work product, without limitation, given by City to CONTRACTOR pursuant to this Agreement shall at all times remain the property of City, shall be returned to City, and shall not be used by CONTRACTOR for any other purpose without the written consent of the City. CONTRACTOR shall comply with the requirements of Florida Statutes 119.071 to the extent applicable to CONTRACTOR.

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 AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (TELEPHONE NUMBER: (305) 787-6001, E-MAIL ADDRESS: CITYCLERK@CITYNMB.COM, AND MAILING ADDRESS: CITY CLERK, NMB CITY HALL, 17011 N.E. 19 AVENUE, NORTH MIAMI BEACH, FLORIDA 33162-3100).

22.9 ORDER OF PRECEDENCE

In the event there is a conflict between this agreement, the ITB, contractors' response, or scope of work, the order of precedence shall be this agreement, the ITB, and the contractors' response. The city expressly rejects any additional terms or conditions not consistent with the terms herein.

Signature page to follow

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on this _____ day of _____, 2020.

CONTRACTOR

CITY OF NORTH MIAMI BEACH

Signature

City Manager

Name

Date

Title

Approved as to form and legal sufficiency:

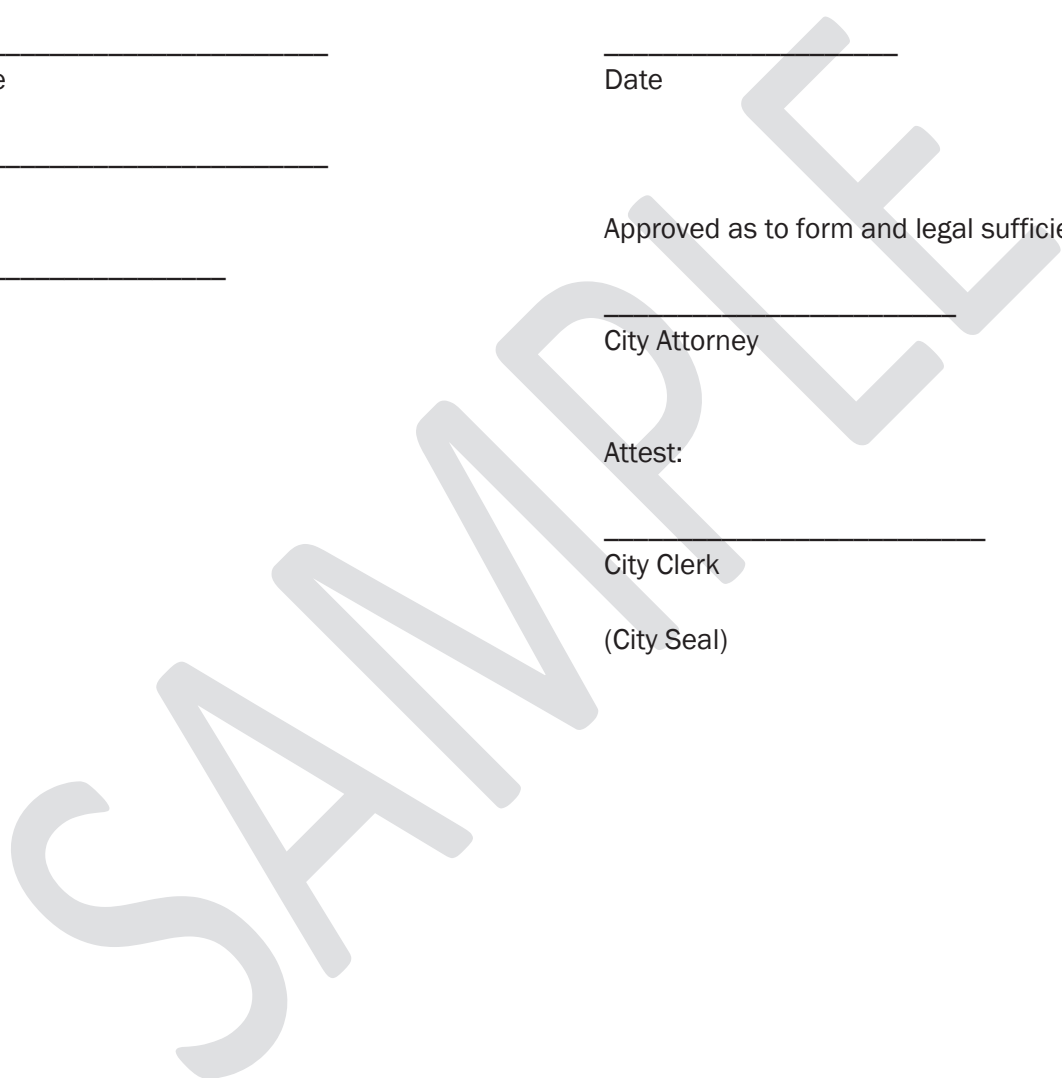
Date

City Attorney

Attest:

City Clerk

(City Seal)



NE 35TH AVENUE IMPROVEMENTS

NORTH MIAMI BEACH, FLORIDA

BID SET

DATE OF ISSUE: 05/26/2021



City of North Miami Beach
17011 NE 19th Avenue
North Miami Beach, FL 33162

CITY COMMISSION

Anthony F. DeFilippo
Paule Villard
Daniela Jean
Fortuna Smukler
McKenzie Fleurimond
Barbara Kramer
Michael Joseph

Mayor
Commissioner
Commissioner
Commissioner
Commissioner
Commissioner

ADMINISTRATION/STAFF

Arthur H. Sorrey, III
Judeen Johnson

City Manager
Director of Public Works

PROJECT
LOCATION



TOWNSHIP 52S, RANGE 42E

LOCATION MAP

18-083

Call 811 or www.sunshine811.com to report a utility issue. The full business day before digging to locate utilities located and marked. Credit positive response code before you dig!

SHEET NO.	DWG NO.	SHEET TITLE
01	COV-1	COVER SHEET
02-03	GM1-GM2	GENERAL NOTES
04	PRO-1	PROPOSED IMPROVEMENTS
05-10	EXIST-1	EXISTING CONDITIONS
11-16	PRO-1-PRO-7	PAVING, GRADING AND DRAINAGE PLAN
17	D1-1	DETAILS
18-23	SM1-SM7	STORAGE AND MARKINGS PLANS
24	SMD-1	STORAGE AND MARKINGS DETAILS
25-30	PPP-1-PPP-7	STORMWATER POLLUTION PREVENTION PLANS
31	PPD-1	STORMWATER POLLUTION PREVENTION DETAILS
32-37	TD-1-TD-7	TREE DISPOSITION PLANS
38	TD-8	TREE DISPOSITION CHART
40-45	LP-1-LP-7	LANDSCAPE PLANS
46	LP-8	LANDSCAPE DETAILS
47	LP-9	LANDSCAPE SPECIFICATIONS
48-53	IR1-IR7	REGULATION PLANS
54	IR-8	REGULATION DETAILS
55	IR-9	REGULATION SPECIFICATIONS
56-58	W-1	WATER MAIN SET (REFER TO WCOV FOR INDEX)

Digitally signed by Gregory A. Mendez A Mendez 18.05.2021 09:00



2103 Coral Way
Suite 401
Miami, FL 33145
786.497.1500
www.chenmoore.com

PROJECT NUMBER: 18-083-022
CLIENT PROJECT NUMBER
DRAWING NUMBER: COV-1
1 OF 68

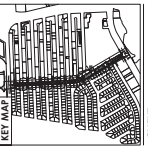


2100 Coral Way, Suite 401
Miami, FL 33135
www.earthstone.com
CERTIFICATE OF AUTHORIZATION
LC0000425

REGISTRATION
GREGORY A. MENDEZ, P.E.
REGISTRATION NO. 64718
STATE OF FLORIDA
CIVIL ENGINEER



THIS DOCUMENT IS THE PROPERTY OF EARTHSTONE CONSULTANTS, INC. IT IS TO BE USED ONLY FOR THE PROJECT AND SITE SPECIFICALLY IDENTIFIED HEREIN. ANY REUSE OR MODIFICATION OF THIS DOCUMENT IS STRICTLY PROHIBITED. IN ANY OTHER CASES.



CITY OF NORTH
MIAMI BEACH
PROJECT INFORMATION
NE 35TH AVENUE
IMPROVEMENTS
NORTH MIAMI BEACH,
FLORIDA

PROJECT NUMBER
18-083.022

CLIENT PROJECT NUMBER

VERIFY SCALES
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ADJUST SCALES ACCORDINGLY

REVISIONS

DATE OF ISSUE
05/26/2021

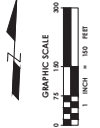
DESIGNED BY
NSK

DRAWN BY
JH

CHECKED BY
GAM

DRAWING TITLE
ROADWAY
KEY MAP

DRAWING NUMBER
RKM-1
4 OF 68



Sunshine811
Call 811 or www.sunshine811.com two full business days before digging to have utilities located and marked.
One! Possible response codes before your dig!

VERTICAL DATA USE RESTRICTION
ALL DATA FROM THIS DRAWING IS TO BE USED ONLY FOR THE PROJECT AND SITE SPECIFICALLY IDENTIFIED HEREIN. ANY REUSE OR MODIFICATION OF THIS DOCUMENT IS STRICTLY PROHIBITED. IN ANY OTHER CASES.

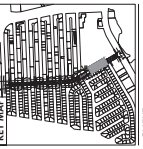
BID SET



2100 Coral Way, Suite 401
Miami, FL 33135
www.eshort.com
786.487.1380

CERTIFICATE OF AUTHORIZATION
LIC000425

REGISTRATION
GREGORY A. MENDEZ P.E.
REGISTRATION NO. 66718
DATE: 01/11/2011



CLIENT
CITY OF NORTH MIAMI BEACH
PROJECT INFORMATION
NE 35TH AVENUE IMPROVEMENTS
NORTH MIAMI BEACH, FLORIDA
PROJECT NUMBER
18-083.022

CLIENT PROJECT NUMBER
18-083.022

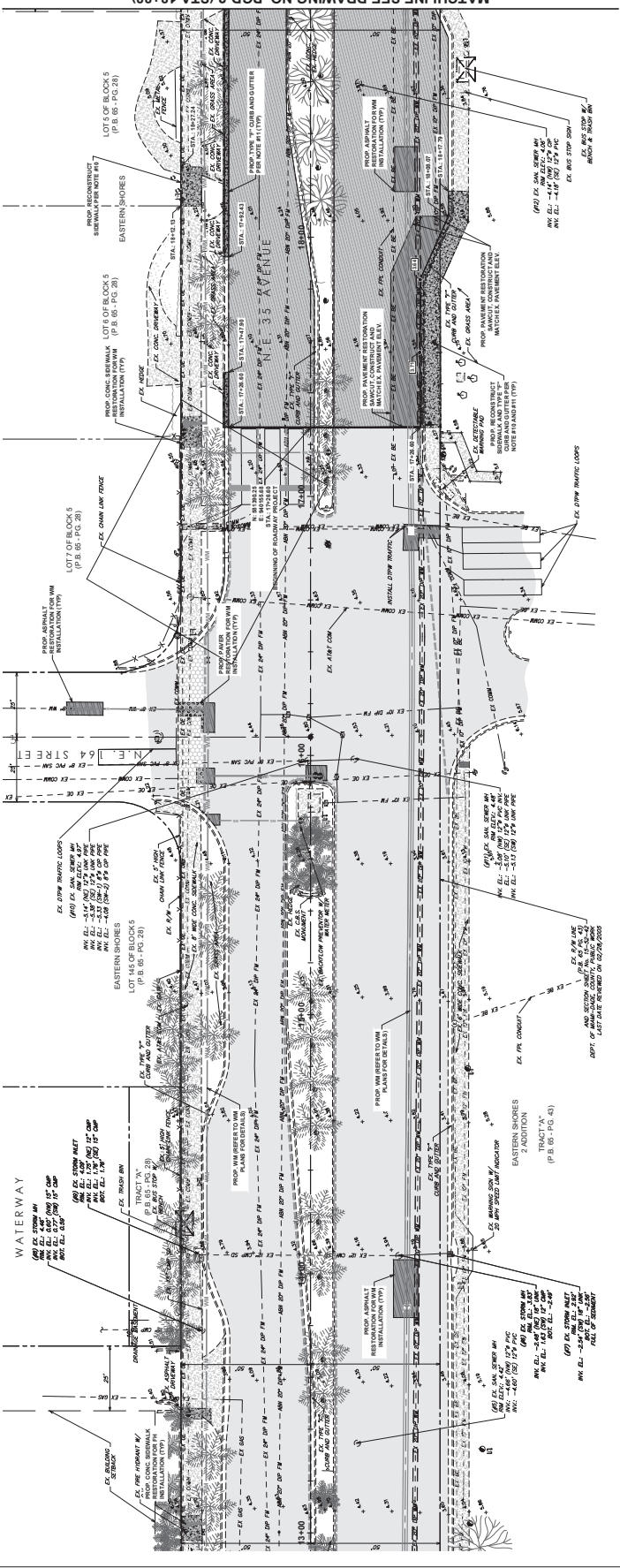
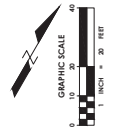
VERTICAL SCALES
IF NOT ONE INCH ON THIS SHEET, ADJUST SCALES ACCORDINGLY.
REVISIONS

DATE OF ISSUE
05/26/2021
DESIGNED BY
NSK
DRAWN BY
JH
CHECKED BY
GAM

DRAWING TITLE
PAVING, GRADING AND DRAINAGE PLAN
DRAWING NUMBER
PGD-1

Call 811 or www.sunshine11.com two full business days before digging to have utilities located and marked.
Crest Associates response codes before paving

BID SET
11 OF 68



EXISTING CONDITIONS NOTES

1. SURVEY PROVIDED BY LANDTRAC SURVEYORS, PROJECT NO. 1813, IS TO BE USED FOR ALL DIMENSIONS UNLESS OTHERWISE NOTED.
2. ALL ELEVATIONS ARE BASED ON THE NATIONAL GEODETIC VERTICAL DATUM OF 1988 (NGVD 88) UNLESS OTHERWISE NOTED.
3. NATIONAL GEODETIC SURVEY (NAD 83) BENCHMARKS USED FOR THIS PROJECT ARE LOCATED NE NE STREET, 48' NORTH OF CENTRAL ELEVATION + 4.81' NOD 29.
4. CONTOUR LINES TO BE INTERPOLATED BY 1/8" VERTICAL SLOPE AND 20' HORIZONTAL SLOPE UNLESS OTHERWISE NOTED.

GENERAL NOTES

1. NOT AND NOTIFY ENGINEER OF ANY DISCREPANCIES PRIOR TO COMMENCEMENT OF WORK.
2. THE HORIZONTAL AND VERTICAL LOCATIONS OF THE EXISTING UTILITIES AND STRUCTURES SHALL BE VERIFIED BY THE CONTRACTOR PRIOR TO CONSTRUCTION.
3. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF NORTH MIAMI BEACH AND THE FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT).
4. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL ADJACENT PROPERTIES AND UTILITIES AT ALL TIMES.
5. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTING ALL EXISTING UTILITIES AND STRUCTURES.
6. THE CONTRACTOR SHALL MAINTAIN A MINIMUM CLEARANCE BELOW EXISTING UTILITIES AND STRUCTURES.
7. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF NORTH MIAMI BEACH AND THE FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT).

PAVING, GRADING AND DRAINAGE NOTES

1. CURB SHALL BE CONSTRUCTED AS SHOWN ON THE DRAWINGS.
2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF NORTH MIAMI BEACH AND THE FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT).
3. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL ADJACENT PROPERTIES AND UTILITIES AT ALL TIMES.
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VERTICAL DATUM INFORMATION
GEODETIC VERTICAL DATUM OF 1988 (NGVD 88)

LEGEND

SECTION LINE	PROPOSED STORM DRAIN PIPE
RIGHT-OF-WAY LINE	PROPOSED STORM MANHOLE
PARCEL BOUNDARY	EXISTING ASPHALT PAVEMENT
LOT OR PROPERTY LINE	EXISTING ASPHALT SURFACE
CENTERLINE	EXISTING GRAVEL SURFACE
EASEMENT LINE	EXISTING CONCRETE SURFACE
EXISTING WATER MAIN	EXISTING CONCRETE RESTRICTION
EXISTING SANITARY SEWER MAIN	PROPOSED ASPHALT RESTRICTION
EXISTING FORCE MAIN	PROPOSED ASPHALT MALL A
EXISTING WATER MAIN	PROPOSED ASPHALT MALL B
EXISTING GAS MAIN	PROPOSED ASPHALT MALL C
EXISTING COMMUNICATIONS CABLE OR DUCT	PROPOSED NEW ASPHALT CONSTRUCTION
EXISTING GAS PIPE	PROPOSED STAMPED ASPHALT PAVEMENT
PROPOSED STORM DRAIN PIPE	PROPOSED STAMPED ASPHALT PAVEMENT
PROPOSED STORM MANHOLE	PROPOSED LANDSCAPE AREA VOID
EXISTING ASPHALT PAVEMENT	CONFLICT LOCATION
EXISTING ASPHALT SURFACE	
EXISTING GRAVEL SURFACE	
EXISTING CONCRETE SURFACE	
EXISTING CONCRETE RESTRICTION	
PROPOSED ASPHALT RESTRICTION	
PROPOSED ASPHALT MALL A	
PROPOSED ASPHALT MALL B	
PROPOSED ASPHALT MALL C	
PROPOSED NEW ASPHALT CONSTRUCTION	
PROPOSED STAMPED ASPHALT PAVEMENT	
PROPOSED LANDSCAPE AREA VOID	
CONFLICT LOCATION	

18-083.022

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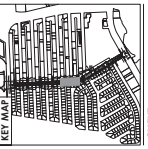
18-083.022



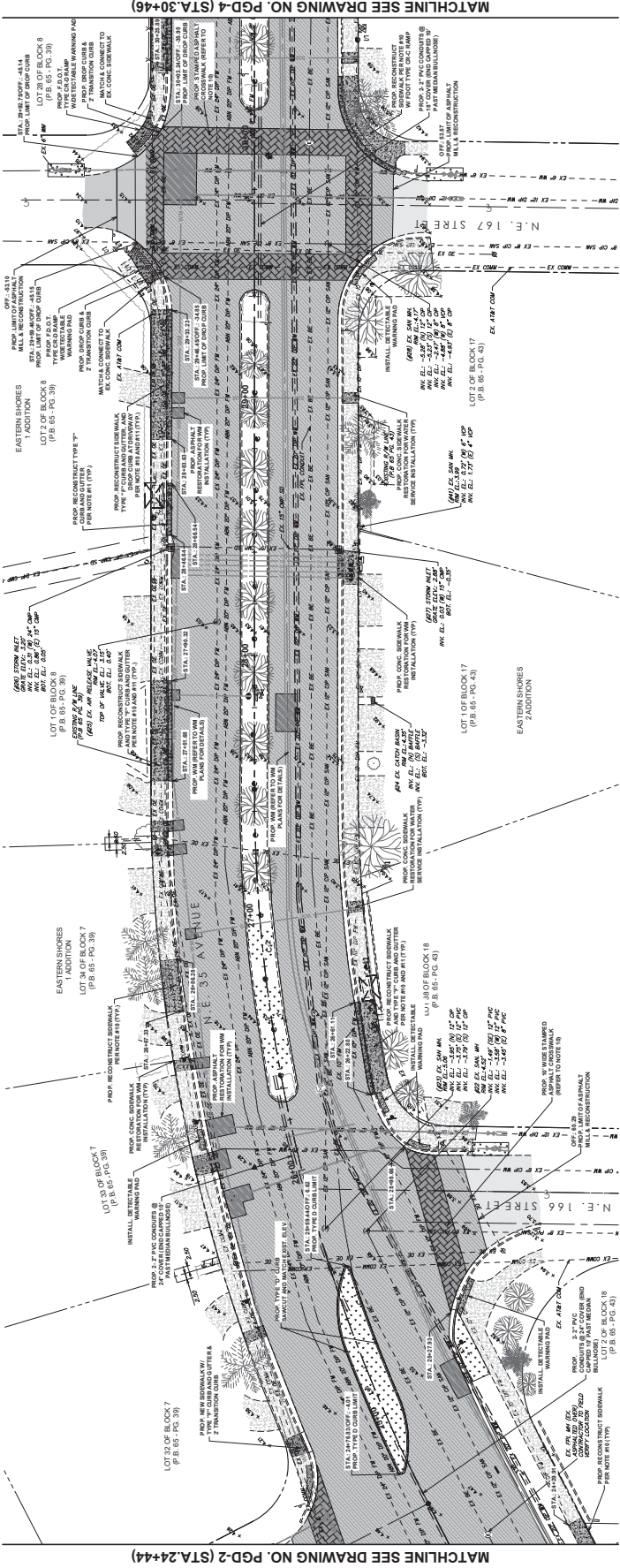
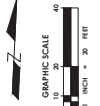
REGISTRATION GREGORY A. MANDEZ P.E. REGISTRATION NO. 64718 DATE 01/01/2011



LET MAP PROJECT INFORMATION CITY OF NORTH MIAMI BEACH NE 35TH AVENUE IMPROVEMENTS NORTH MIAMI BEACH, FLORIDA PROJECT NUMBER 18-083.022 CLIENT PROJECT NUMBER



VERIFY SCALES IF NOT ONE INCH ON THIS SHEET, ADJUST SCALES ACCORDINGLY REMISIONS DATE OF ISSUE 05/26/2021 DESIGNED BY NSK DRAWN BY JH CHECKED BY GAM DRAWING TITLE PAVING, GRADING AND DRAINAGE PLAN DRIVING NUMBER PGD-3 13 OF 68



EXISTING CONDITIONS NOTES

- 1. SURFACE FINISH SHALL BE BASED ON A TYPICAL SURFACE PROVIDED BY LANDLORD SURFACE. PROJECT NO. 18-083.022 SHALL BE USED FOR ALL DIMENSIONS AND DIMENSIONS SHALL BE BASED ON THE NATIONAL GEODETIC VERTICAL DATUM (NGVD) OF 1988. ALL ELEVATIONS ARE BASED ON THE NATIONAL GEODETIC VERTICAL DATUM (NGVD) OF 1988. ALL ELEVATIONS ARE BASED ON THE NATIONAL GEODETIC VERTICAL DATUM (NGVD) OF 1988. ALL ELEVATIONS ARE BASED ON THE NATIONAL GEODETIC VERTICAL DATUM (NGVD) OF 1988.

GENERAL NOTES

- 1. NOT AND NOT BY ENGINEER OF ANY DISCREPANCIES PRIOR TO THE COMMENCEMENT OF WORK. THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING THE ACCURACY OF ALL INFORMATION PROVIDED TO HIM BY THE CLIENT. THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING THE ACCURACY OF ALL INFORMATION PROVIDED TO HIM BY THE CLIENT.

PAVING, GRADING AND DRAINAGE NOTES

- 1. CURB AND GUTTER SHALL BE CONSTRUCTED TO MATCH EXISTING GRADE AND TO BE 4" ABOVE FINISH GRADE. THE CURB SHALL BE 4" ABOVE FINISH GRADE. THE CURB SHALL BE 4" ABOVE FINISH GRADE. THE CURB SHALL BE 4" ABOVE FINISH GRADE.

LEGEND



SunshineFL logo and contact information: Call 811 or www.sunshinefl.com for full business days before digging to have utilities located and marked. Client assistance response scale: before you dig!

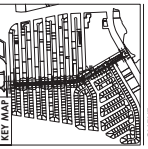
BID SET



CERTIFICATE OF AUTHORIZATION
REGISTRATION NO. 64718
GREGORY A. MANDEZ, P.E.
DATE: 01/01/2011



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CITY OF NORTH MIAMI BEACH
NE 35TH AVENUE IMPROVEMENTS
NORTH MIAMI BEACH, FLORIDA
PROJECT NUMBER 18-083.02.2
CLIENT PROJECT NUMBER

DATE OF ISSUE 05/26/2021
DESIGNED BY NSK
DRAWN BY JH
CHECKED BY GAM
DRAWING TITLE
DETAILS
DRAWING NUMBER D-1
17 OF 68

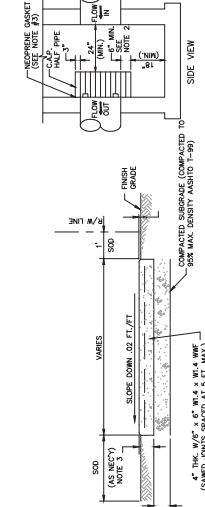
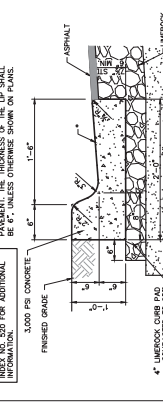
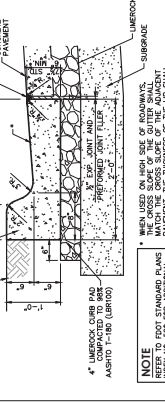
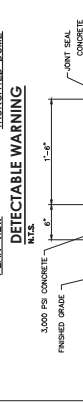
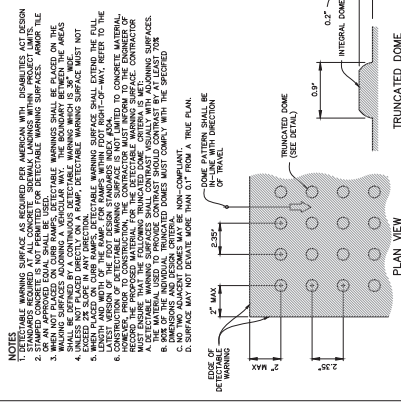
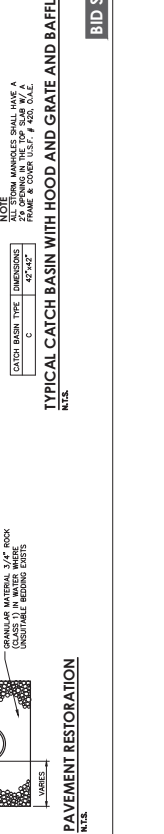
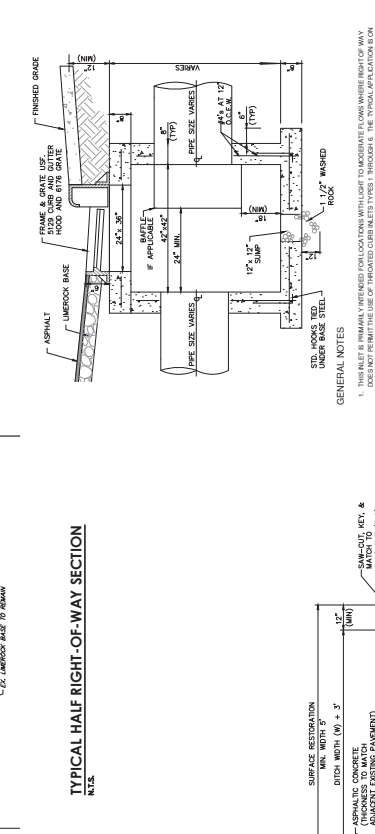
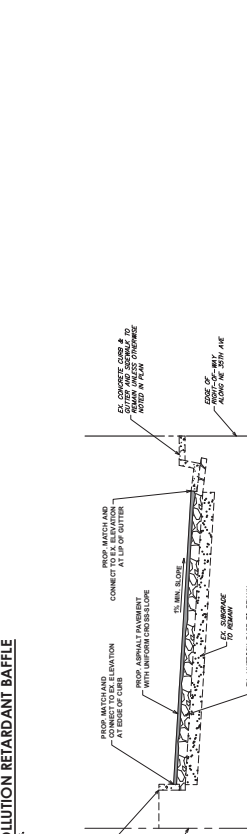
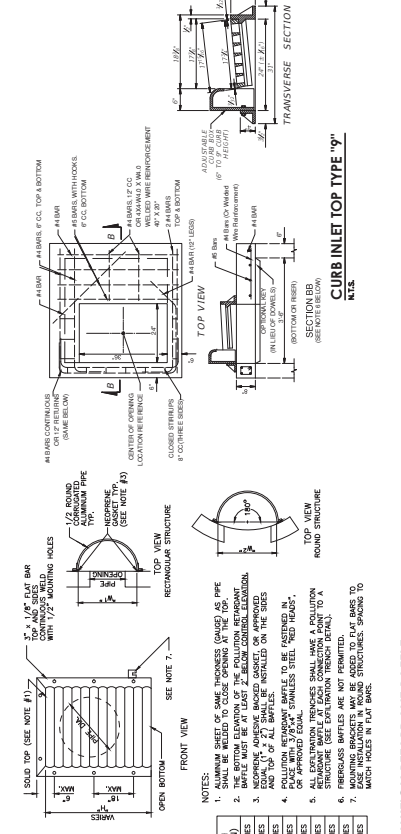
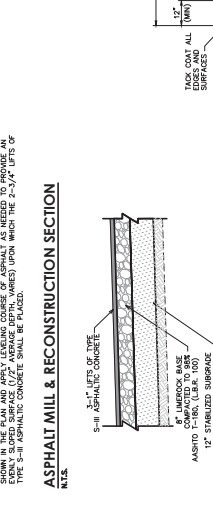
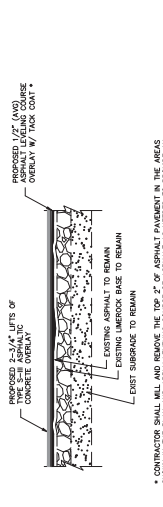
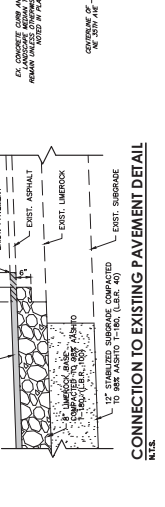


Table with 3 columns: Finish (18", 21", 24", 27", 30", 33", 36", 42", 48", 54", 60", 66"), Slope (1/8", 1/4", 1/2", 3/4", 1", 1 1/4", 1 1/2", 1 3/4", 2", 2 1/4", 2 1/2"), and Notes (1-7).





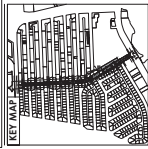
2100 Coral Way, Suite 401
 Miami, FL 33135
 786.487.1300
 www.earthstone.com

CERTIFICATE OF AUTHORIZATION
 LC000045

REGISTRATION
 GREGORY A. MENDEZ P.E.
 REGISTRATION NO. 64718
 STATE OF FLORIDA



LET MAP
 The City of North Miami Beach is hereby certifying that the information contained herein is true and correct as of the date of this map.



CLIENT
 CITY OF NORTH MIAMI BEACH
 35TH AVENUE IMPROVEMENTS
 NORTH MIAMI BEACH, FLORIDA

PROJECT NUMBER
 18-083.022

CLIENT PROJECT NUMBER

VERIFICATION
 IF NOT ONE INCH ON THIS SHEET, ADJUST SCALES ACCORDINGLY

REVISIONS

DATE OF ISSUE
 05/26/2021

DESIGNED BY
 NSK

DRAWN BY
 JH

CHECKED BY
 GAM

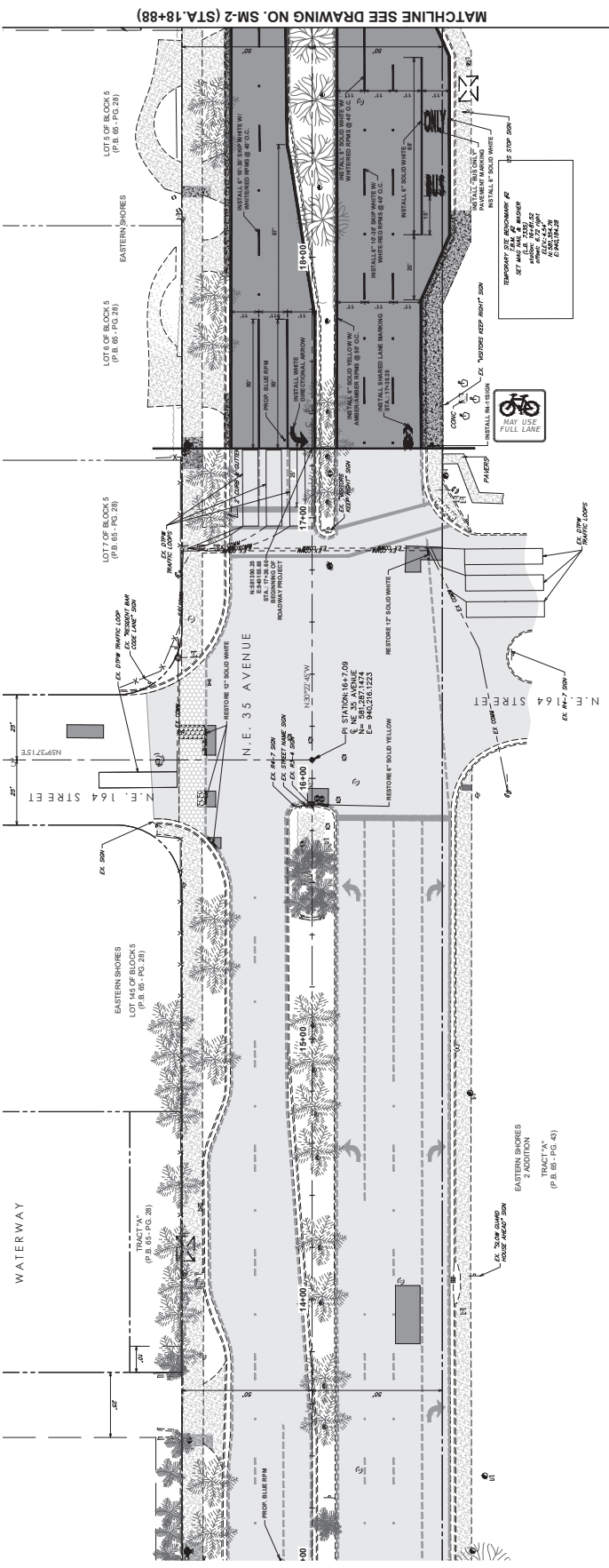
DRAWING TITLE
 SIGNAGE AND MARKINGS PLANS

DRAWING NUMBER
 SM-1

18 OF 68



THE CITY OF NORTH MIAMI BEACH HAS REVIEWED THIS DRAWING FOR CONFORMANCE WITH THE CITY'S SIGNAGE AND MARKINGS ORDINANCE. THE CITY'S REVIEW IS LIMITED TO THE TECHNICAL ASPECTS OF THE DRAWING AND DOES NOT CONSTITUTE A GUARANTEE OF THE ACCURACY OF THE INFORMATION CONTAINED HEREIN. THE CITY'S REVIEW IS LIMITED TO THE TECHNICAL ASPECTS OF THE DRAWING AND DOES NOT CONSTITUTE A GUARANTEE OF THE ACCURACY OF THE INFORMATION CONTAINED HEREIN.



SIGNING AND MARKING NOTES:

1. ALL SIGNAGE SHALL BE MANUFACTURED BY THE MANUFACTURER OF THE SIGNAGE.
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EXISTING CONDITIONS NOTES:

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GENERAL NOTES:

1. ALL WORK SHALL BE IN ACCORDANCE WITH THE CITY OF NORTH MIAMI BEACH ORDINANCES.
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LEGEND

SECTION LINE	EXISTING POWER POLE
RIGHT-OF-WAY LINE	EXISTING ELECTRICAL MANHOLE
LOT OR PROPERTY LINE	EXISTING WATER VALE
CENTER LINE	EXISTING WATER METER
BOUNDARY LINE	EXISTING BIOPOLYMER PREPAREDOR
EXISTING SANITARY MANHOLE	EXISTING SANITARY MANHOLE
EXISTING AIR RELEASE VALVE	EXISTING AIR RELEASE VALVE
EXISTING STORM MANHOLE	EXISTING STORM MANHOLE
EXISTING STORM INLET	EXISTING STORM INLET
PROPOSED STORM MANHOLE	PROPOSED STORM MANHOLE
PROPOSED STORM INLET	PROPOSED STORM INLET
EXISTING ASPHALT PAVEMENT	EXISTING ASPHALT PAVEMENT
EXISTING PARKING SURFACE	EXISTING PARKING SURFACE
EXISTING DRIVEWAY SURFACE	EXISTING DRIVEWAY SURFACE
EXISTING GRASS SURFACE	EXISTING GRASS SURFACE
EXISTING CONCRETE SURFACE	EXISTING CONCRETE SURFACE
EXISTING TLE SURFACE	EXISTING TLE SURFACE
EXISTING STAMP CONCRETE SURFACE	EXISTING STAMP CONCRETE SURFACE
PROPOSED ASPHALT PAVEMENT	PROPOSED ASPHALT PAVEMENT
PROPOSED CONCRETE	PROPOSED CONCRETE
PROPOSED STAMPED ASPHALT PAVEMENT (TYP)	PROPOSED STAMPED ASPHALT PAVEMENT (TYP)
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VERTICAL DATUM INFORMATION
 ALL ELEVATIONS SHOWN ARE IN NATIONAL ADJUSTED VERTICAL DATUM (N.A.D. 83).

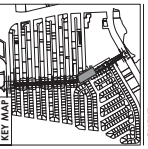
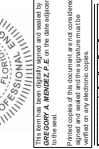
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CERTIFICATE OF AUTHORIZATION
 LC0000425

REGISTRATION
 GREGORY A. MENDEZ P.E.
 REGISTRATION NO. 66718
 STATE OF FLORIDA
 PROFESSIONAL ENGINEER



CITY OF NORTH
 MIAMI BEACH
 PROJECT INFORMATION
 NE 35TH AVENUE
 IMPROVEMENTS
 NORTH MIAMI BEACH,
 FLORIDA

PROJECT NUMBER
 18-083.022

CLIENT PROJECT NUMBER

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REVISIONS

DATE OF ISSUE
 05/26/2021

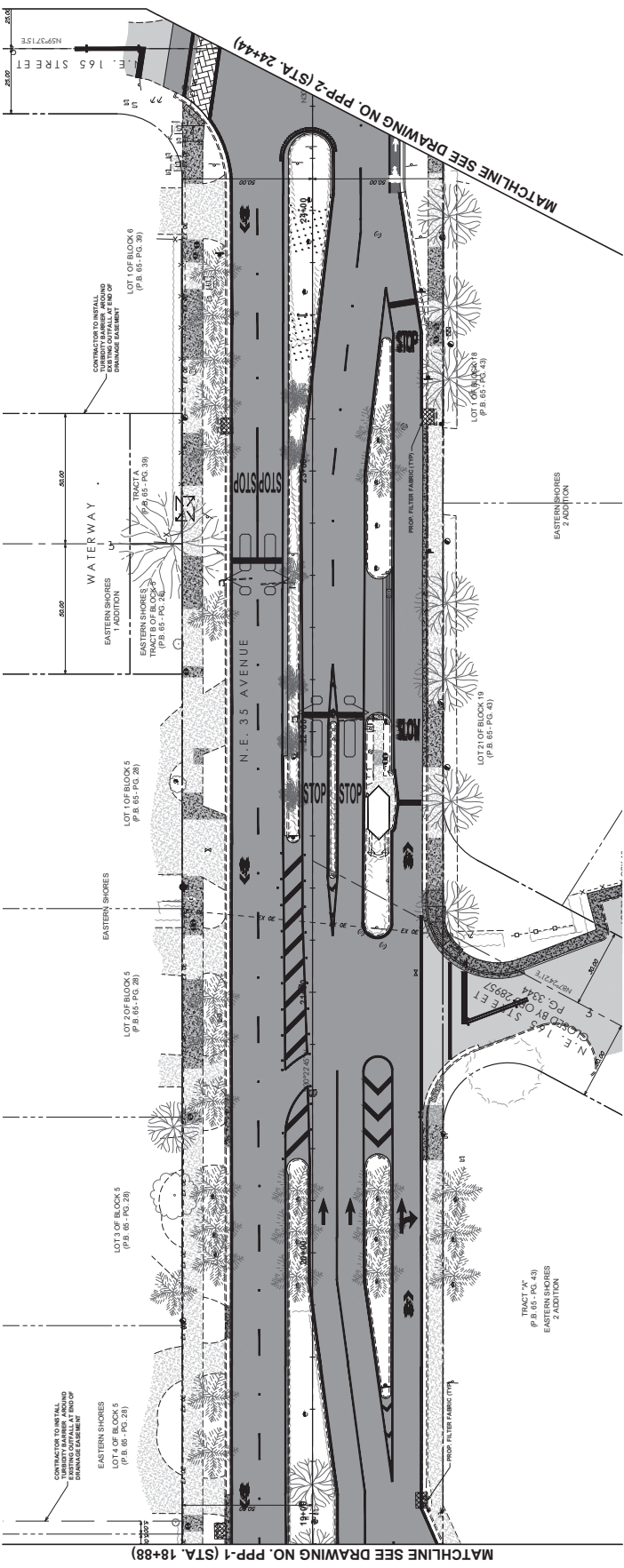
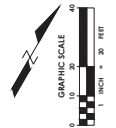
DESIGNED BY
 NSK

DRAWN BY
 JH

CHECKED BY
 GAM

DRAWING TITLE
**STORMWATER
 POLLUTION
 PREVENTION
 PLANS**

DRAWING NUMBER
PPP-2
 26 OF 68



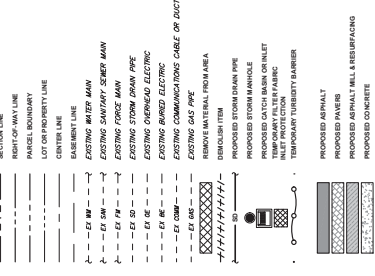
EXISTING CONDITIONS NOTES:

- EXISTING CONDITIONS PRESENTED ARE BASED ON A TOPOGRAPHIC SURVEY CONDUCTED BY THE CONSULTANT ON 05/11/2021. ADDITIONAL INFORMATION WAS OBTAINED FROM THE CITY OF NORTH MIAMI BEACH, FLORIDA, DATED APRIL 13, 2021. ADDITIONAL INFORMATION WAS OBTAINED FROM THE CITY OF NORTH MIAMI BEACH, FLORIDA, DATED APRIL 13, 2021. ADDITIONAL INFORMATION WAS OBTAINED FROM THE CITY OF NORTH MIAMI BEACH, FLORIDA, DATED APRIL 13, 2021.
- ALL INFORMATION AND FIELD NOTES ARE TO BE USED AS A GUIDE ONLY. THE CONSULTANT HAS CONDUCTED VISUAL INSPECTIONS OF THE PROJECT AREA AND HAS OBSERVED THE EXISTING CONDITIONS. THE CONSULTANT HAS CONDUCTED VISUAL INSPECTIONS OF THE PROJECT AREA AND HAS OBSERVED THE EXISTING CONDITIONS. THE CONSULTANT HAS CONDUCTED VISUAL INSPECTIONS OF THE PROJECT AREA AND HAS OBSERVED THE EXISTING CONDITIONS.
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GENERAL NOTES:

- CONTRACTOR SHALL VERIFY ALL UTILITIES SHOWN ON THIS PLAN AND LOCATE ALL UTILITIES TO BE MAINTAINED OR REMOVED. THE CONTRACTOR SHALL VERIFY THE LOCATION AND DEPTH OF ALL UTILITIES AND SHALL BE RESPONSIBLE FOR ANY DAMAGE TO UTILITIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY DAMAGE TO UTILITIES.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS FROM THE CITY OF NORTH MIAMI BEACH, FLORIDA, AND THE FLORIDA DEPARTMENT OF TRANSPORTATION AND HIGHWAYS (FDOT). THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS FROM THE CITY OF NORTH MIAMI BEACH, FLORIDA, AND THE FLORIDA DEPARTMENT OF TRANSPORTATION AND HIGHWAYS (FDOT).
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LEGEND



VERTICAL DATUM INFORMATION
 ALL ELEVATIONS SHOWN ARE IN NATIONAL ADJUSTED VERTICAL DATUM OF 1985 (NAVD83)

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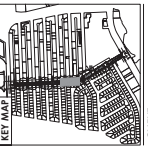
2100 Coral Way, Suite 401
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www.earthstone.com
786.487.1380

CERTIFICATE OF AUTHORIZATION
LIC0000425

REGISTRATION
GREGORY A. MENDEZ P.E.
REGISTRATION NO. 66718
DATE 01/22/2013



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CITY OF NORTH
MIAMI BEACH

PROJECT INFORMATION
NE 35TH AVENUE
IMPROVEMENTS
NORTH MIAMI BEACH,
FLORIDA

PROJECT NUMBER
18-083.022

CLIENT PROJECT NUMBER

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REVISIONS

DATE OF ISSUE
05/16/2021

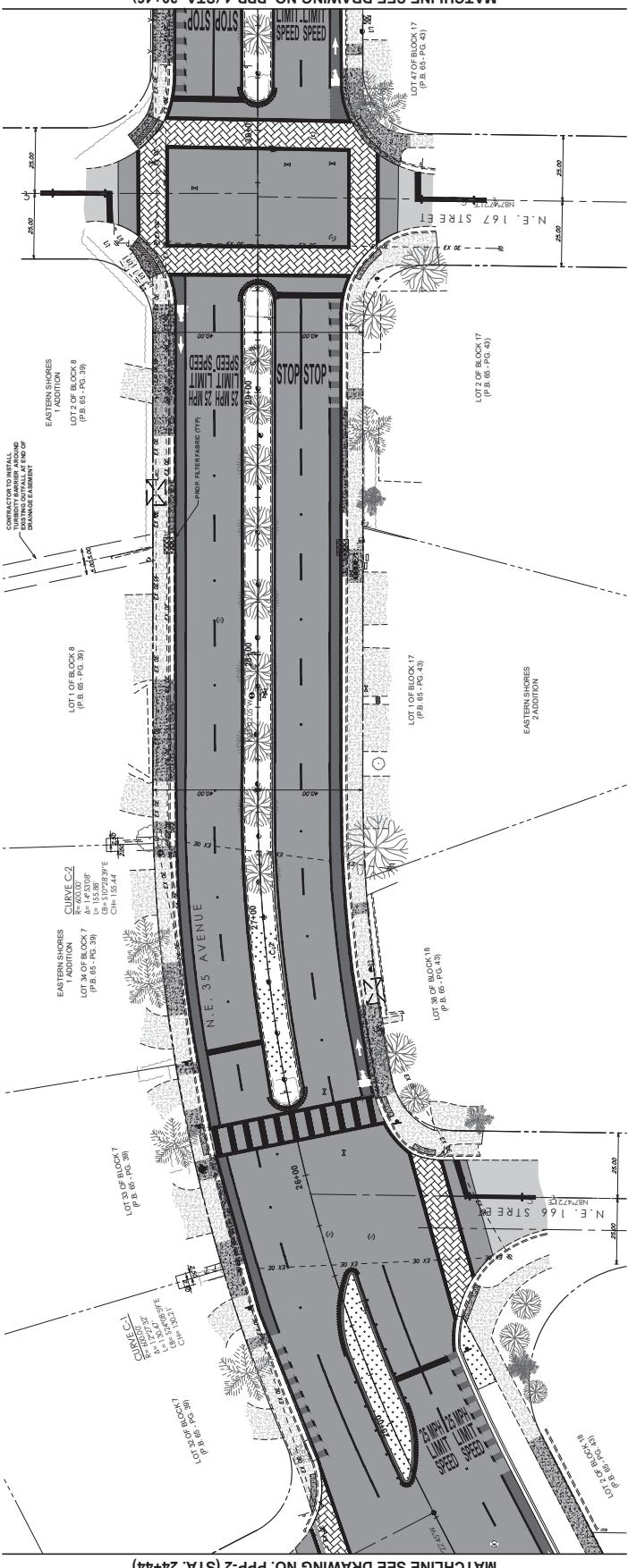
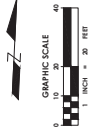
DESIGNED BY
NSK

DRAWN BY
JH

CHECKED BY
GAM

DRAWING TITLE
STORMWATER
POLLUTION
PREVENTION
PLANS

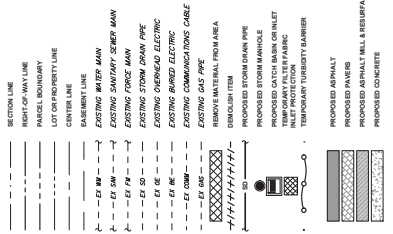
DRAWING NUMBER
PPP-3
27 OF 68



MATCHLINE SEE DRAWING NO. PPP-2 (STA. 24+44)

MATCHLINE SEE DRAWING NO. PPP-4 (STA. 30+46)

LEGEND



GENERAL NOTES:

- 1. CONTRACTOR SHALL VERIFY ALL UTILITIES SHOWN ON THIS PLAN AND LOCATE ALL UTILITIES TO BE DELETED FROM THE PROJECT AND VERTICAL LOCATIONS OF THE EXISTING UTILITIES TO BE DELETED FROM THE PROJECT. THE EXISTING UTILITIES TO BE DELETED FROM THE PROJECT SHALL BE DELETED FROM THE PROJECT AND VERTICAL LOCATIONS OF THE EXISTING UTILITIES TO BE DELETED FROM THE PROJECT SHALL BE DELETED FROM THE PROJECT. THE EXISTING UTILITIES TO BE DELETED FROM THE PROJECT SHALL BE DELETED FROM THE PROJECT.

EXISTING CONDITIONS NOTES:

- 1. EXISTING CONDITIONS PRESENTED ARE BASED ON A PHOTOGRAPHIC SURVEY CONDUCTED ON 05/16/2021. ADDITIONAL INFORMATION WAS OBTAINED FROM THE CITY OF NORTH MIAMI BEACH AND THE FLORIDA DEPARTMENT OF TRANSPORTATION AND PUBLIC SAFETY (FDOT). ADDITIONAL INFORMATION WAS OBTAINED FROM THE CITY OF NORTH MIAMI BEACH AND THE FLORIDA DEPARTMENT OF TRANSPORTATION AND PUBLIC SAFETY (FDOT).

VERTICAL DATUM INFORMATION
ALL ELEVATIONS SHOWN ARE IN NATIONAL
ADJUSTED VERTICAL DATUM OF 1985 (NVD85)

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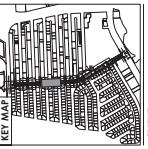
2100 Coral Way, Suite 401
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www.earthstoppers.com
786.487.1300

CERTIFICATE OF AUTHORIZATION
LIC0000425

REGISTRATION
GREGORY A. MENDEZ P.E.
REGISTRATION NO. 66718
DANIEL M. ROZELL



LET MAP
The City of North Miami Beach is a member of the Florida State Board of Professional Engineers and Architects.
Professional Engineer or Architect
Member in good standing
Member in the relevant state



CLIENT
CITY OF NORTH MIAMI BEACH
PROJECT INFORMATION
NE 35TH AVENUE IMPROVEMENTS
NORTH MIAMI BEACH, FLORIDA
PROJECT NUMBER
18-083.022
CLIENT PROJECT NUMBER

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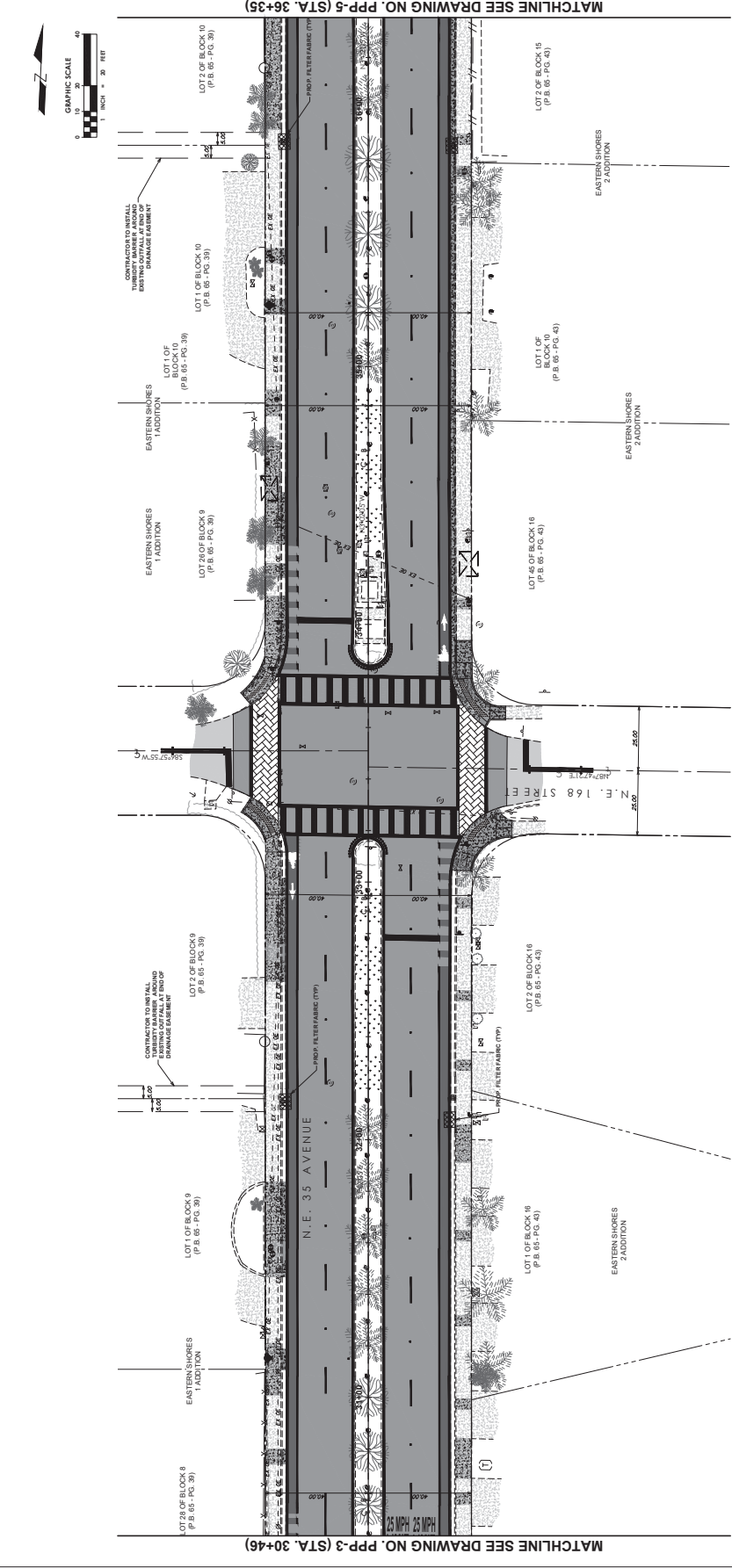
DATE OF ISSUE
05/16/2021

DESIGNED BY
NSK

DRAWN BY
JH

CHECKED BY
GAM

DRAWING TITLE
STORMWATER POLLUTION PREVENTION PLANS
DRAWING NUMBER
PPP-4
28 OF 68



MATCHLINE SEE DRAWING NO. PPP-3 (STA. 30+46)

MATCHLINE SEE DRAWING NO. PPP-5 (STA. 36+35)

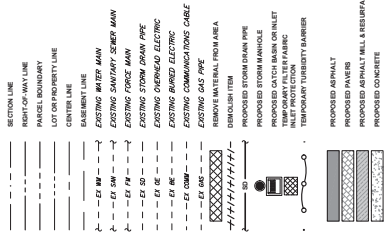
GENERAL NOTES:

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- EXISTING UTILITIES SHOWN ARE BASED ON RECORD DRAWINGS, FIELD SURVEY AND VISUAL INSPECTION. UNDEGROUND UTILITIES ARE SHOWN WITH THE PROVISION OF CATCH BASIN OR END OF DRAINAGE FACILITY TO BE LOCATED WITHIN THE PROVISION OF CATCH BASIN OR END OF DRAINAGE FACILITY. UNDEGROUND UTILITIES ARE TO BE LOCATED WITHIN THE PROVISION OF CATCH BASIN OR END OF DRAINAGE FACILITY. UNDEGROUND UTILITIES ARE TO BE LOCATED WITHIN THE PROVISION OF CATCH BASIN OR END OF DRAINAGE FACILITY.
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- CONTRACTOR SHALL VERIFY PROPER CLEARANCE BELOW EXISTING UTILITIES AND SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM ALL AFFECTED AGENCIES.
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LEGEND



VERTICAL DATUM INFORMATION
ALL ELEVATIONS SHOWN ARE IN NATIONAL ADJUSTED VERTICAL DATUM (NAVD 83)

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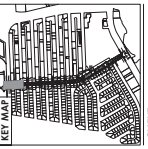
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Miami Beach, FL 33135
Tel: 305.441.1500
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CERTIFICATE OF AUTHORIZATION
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REGISTRATION
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REGISTRATION NO. 64718
DATE: 01/11/2011



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CITY OF NORTH MIAMI BEACH



PROJECT INFORMATION
NE 35TH AVENUE IMPROVEMENTS
NORTH MIAMI BEACH, FLORIDA

PROJECT NUMBER
18-083.022

CLIENT PROJECT NUMBER

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REVISIONS

DATE OF ISSUE
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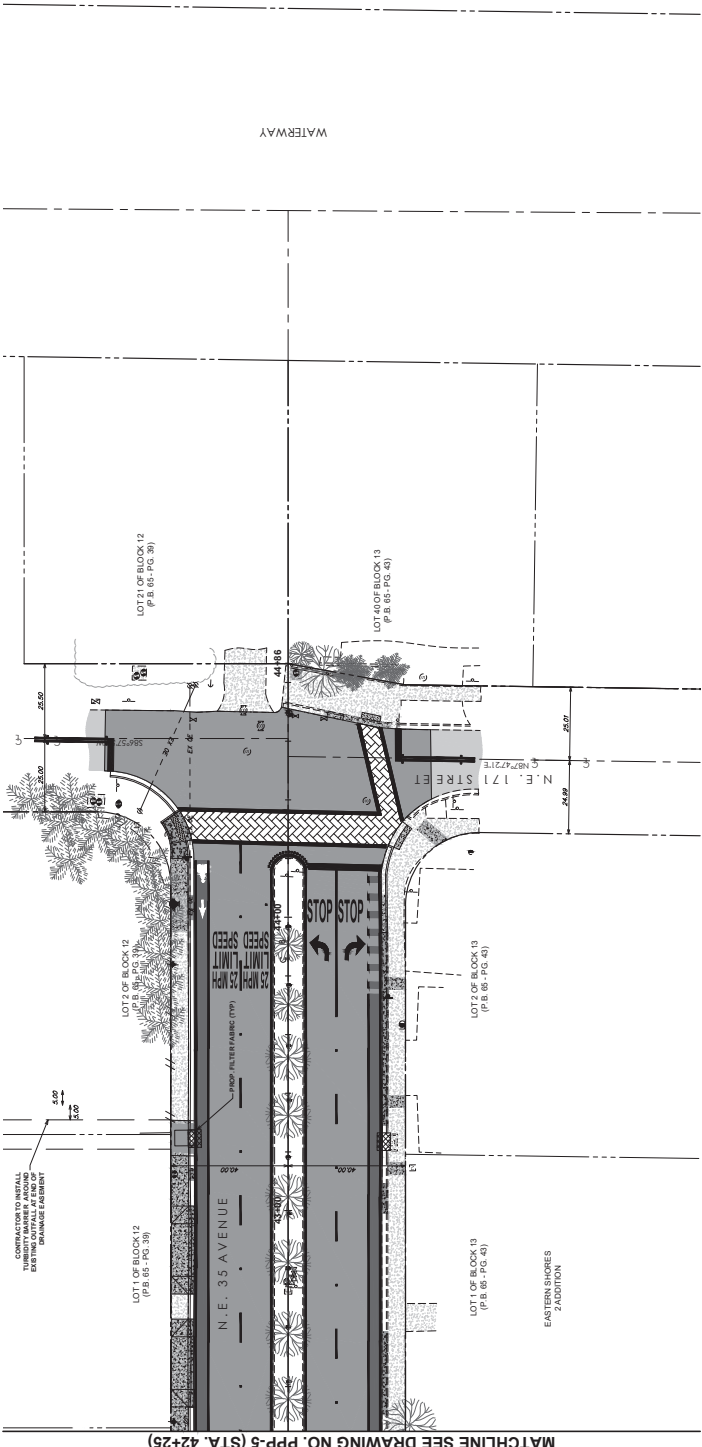
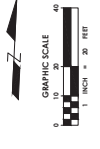
DESIGNED BY
NSK

DRAWN BY
JH

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GAM

DRAWING TITLE
STORMWATER POLLUTION PREVENTION PLANS

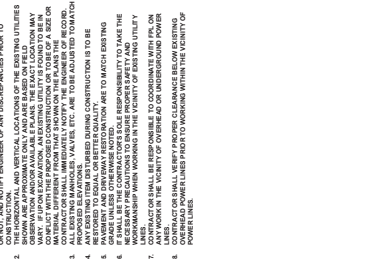
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PPP-6
30 OF 68



GENERAL NOTES:

- 1. EXISTING CONDITIONS PRESENTED ARE BASED ON A PHOTOGRAPHIC SURVEY AND AERIAL PHOTOGRAPHS DATED APRIL 1, 2011. ADDITIONAL INFORMATION WAS OBTAINED FROM G.I.S. INFORMATION AND FIELD VIEWS.
2. EXISTING UTILITIES ARE SHOWN AS DOTTED LINES. UNLESS OTHERWISE NOTED, ALL UTILITIES ARE SHOWN AT THEIR DEPTH.
3. EXISTING UTILITIES ARE SHOWN AS DOTTED LINES. UNLESS OTHERWISE NOTED, ALL UTILITIES ARE SHOWN AT THEIR DEPTH.
4. EXISTING UTILITIES ARE SHOWN AS DOTTED LINES. UNLESS OTHERWISE NOTED, ALL UTILITIES ARE SHOWN AT THEIR DEPTH.

LEGEND



VERTICAL DATUM INFORMATION
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LIC#000425

REGISTRATION
GREGORY A. MENDEZ P.E.
REGISTRATION NO. 66718

STATE OF FLORIDA
REGISTERED PROFESSIONAL ENGINEER
A. MENDEZ
No. 64718



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CITY OF NORTH
MIAMI BEACH

PROJECT INFORMATION
NE 35TH AVENUE
IMPROVEMENTS
NORTH MIAMI BEACH,
FLORIDA

PROJECT NUMBER
18-083.022

CLIENT PROJECT NUMBER

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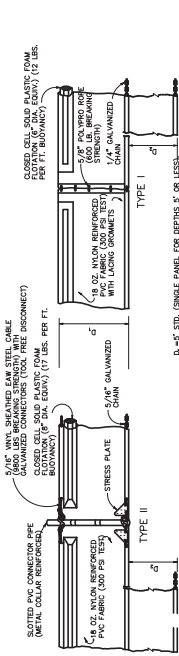
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GAM

DRAWING TITLE
STORMWATER
POLLUTION
PREVENTION
DETAILS

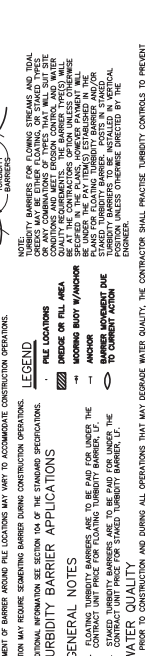
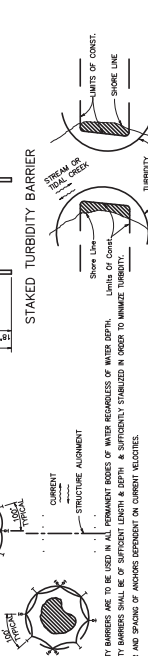
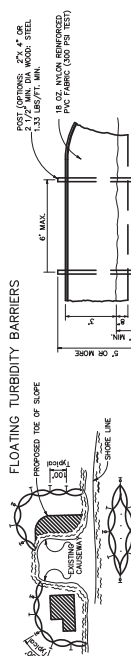
DRAWING NUMBER
PPD-1

31 OF 68

BID SET

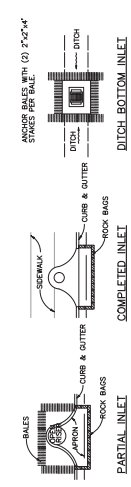


NOTES:
1. TURBIDITY BARRIERS ARE TO BE USED IN ALL PERMANENT BODIES OF WATER REGARDLESS OF WATER DEPTH.
2. TURBIDITY BARRIERS SHALL BE OF SUFFICIENT LENGTH & DEPTH, & SUFFICIENTLY STABILIZED IN ORDER TO MINIMIZE TURBIDITY.
3. NUMBER AND SPACING OF ANCHORS DEPENDENT ON CURRENT REGIMES.
4. DEPLOYMENT OF BARRIERS AROUND PILE LOCATIONS MAY VARY TO ACCOMMODATE CONSTRUCTION OPERATIONS.
5. NAVIGATION MAY REQUIRE SEPARATING BARRIERS DURING CONSTRUCTION OPERATIONS.
6. FOR ALL OTHERS, REFER TO THE SPECIFICATIONS.



GENERAL NOTES
1. FLOATING TURBIDITY BARRIERS ARE TO BE PAID FOR UNDER THE CONTRACTOR'S RESPONSIBILITY.
2. STAKED TURBIDITY BARRIERS ARE TO BE PAID FOR UNDER THE CONTRACTOR'S RESPONSIBILITY.
3. WASTE QUALITY
1. PRIOR TO CONSTRUCTION AND DURING ALL OPERATIONS THAT MAY DEGRADE WATER QUALITY, THE CONTRACTOR SHALL PRACTISE TURBIDITY CONTROLS TO PREVENT VIOLATIONS TO THE WATER QUALITY STANDARDS AS OUTLINED IN CHAPTER 62-302, F.A.C.

TURBIDITY BARRIER
N.T.S.



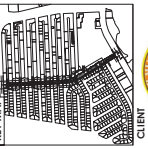
FOR ADDITIONAL INFORMATION REFER TO INDEX 102
INLET PROTECTION
N.T.S.



2100 Coral Way, Suite 401
Miami, FL 33135
www.emaonline.com
786.487.1300

CERTIFICATE OF AUTHORIZATION
IC15000425

REGISTRATION
CRISTOBAL A. BETANCOURT, P.E.
REGISTRATION NO. 6666941
DATE: 02/25/2021



CITY OF NORTH
MIAMI BEACH
PROJECT INFORMATION

NE 35TH AVENUE
IMPROVEMENTS

NORTH MIAMI BEACH,
FLORIDA

PROJECT NUMBER
18-083.022

CLIENT PROJECT NUMBER

VERIFY SCALES
IF NOT ONE INCH ON THIS SHEET,
ADJUST SCALES ACCORDINGLY

REVISIONS

DATE OF ISSUE
05/26/2021

DESIGNED BY
TLM

DRAWN BY
TLM

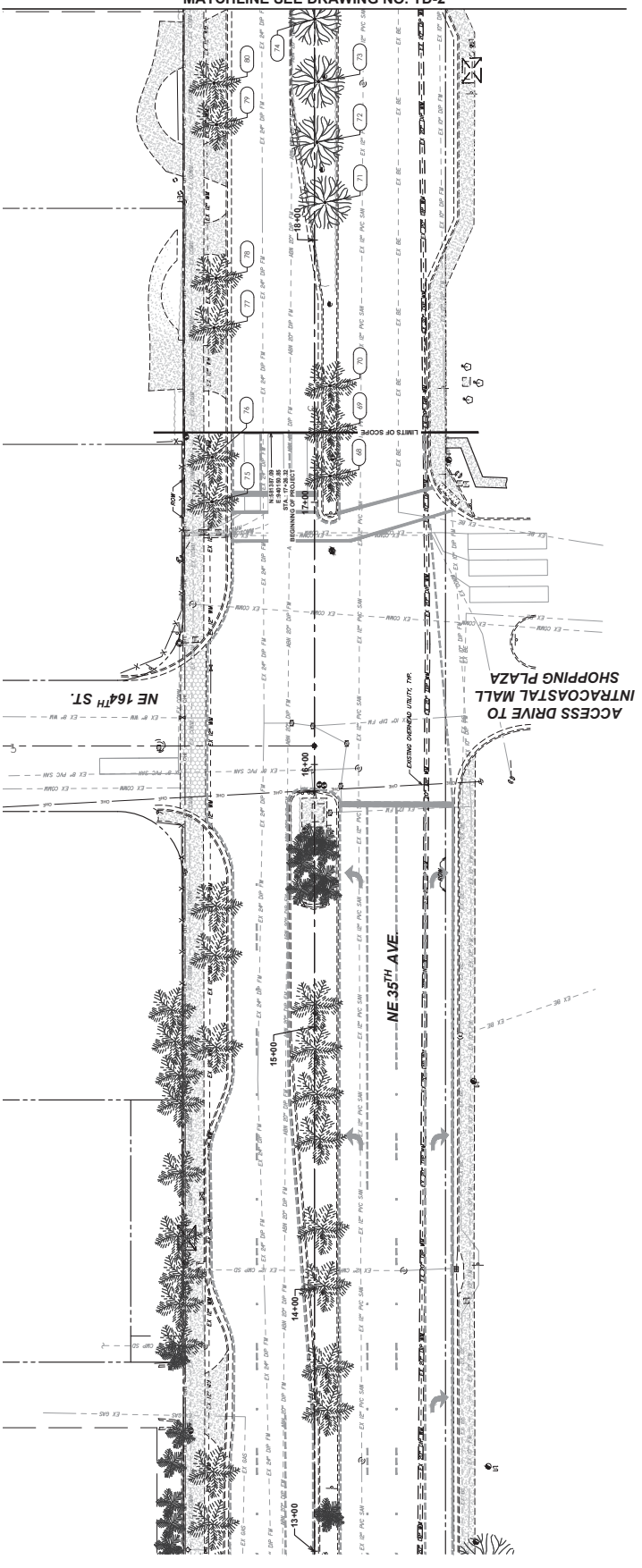
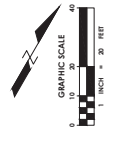
CHECKED BY
EDH

DRAWING TITLE
TREE DISPOSITION
PLANS

DRAWING NUMBER
TD-1

32 OF 68

BID SET



NO REMOVAL / RELOCATION THIS SHEET

LEGEND

SYMBOL	DESCRIPTION
	TREE/PALM TO REMAIN
	TREE/PALM TO BE RELOCATED
	TREE TAG

* Trees proposed for relocation will be relocated within the Eastern Shores neighborhood. Specific locations for these relocations will be coordinated by the contractor with North Miami Beach.