REGULAR CITY COUNCIL MEETING

6:30 PM – COUNCIL CHAMBERS – CITY HALL

JUNE 2, 2026

AGENDA

ALL CITIZENS DESIRING TO ADDRESS THE PORT ORANGE CITY COUNCIL DURING PUBLIC PARTICIPATION SHOULD COMPLETE THE SPEAKER CARD WHICH IS LOCATED ON THE STANDS OUTSIDE COUNCIL CHAMBERS. AFTER COMPLETING THE SPEAKER CARD, PRESENT IT TO THE CLERK.

A. OPENING

1. Silent Invocation
2. Pledge of Allegiance
3. Roll Call
4. Life-Pak 35 Cardiac Monitor Demonstration - Colleen Fitchett, Division Chief of EMS
5. Public Comments on Consent Agenda Items Only

B. CONSENT AGENDA

6. Approval of Minutes
    a. Regular City Council Meeting - May 19, 2026
7. Bid Awards and Contract Items
    a. Approval of Amendment No. 1 to Task Authorization No. 3 for Dredging and Marine Consultants, LLC for the Causeway Park South Boat Ramp Project
    b. Approval of Change Order No. 2 to the Masci General Contractor, Inc. Contract for the St. John's River to Sea Loop Shared-Use Nonmotorized (SUN) Trail Project (CD221)
    c. Intent to Award ITB #26-01 Demolition Services for Federally Funded Projects to Reclaim Company, LLC, as the primary and DSR Construction, Inc. and Samsula Demolition as alternates
    d. Intent to Award ITB #26-07 City Center Sports Complex Expansion to All State Civil Construction, Inc.
    e. Approval of Amendment No. 1 to Task Authorization No. 6 to Paul Culver Construction Co., Inc. for Fire Suppression System Modifications at the YMCA

8. Resolution No. 26-25 - Budget Resolution for Fire Suppression System Modifications at the YMCA
9. Resolution No. 26-26 - Waiver of Building Permit Fees to bring a Substantially Damaged Structure into Compliance
10. Resolution No. 26-27 - Approval to apply for a Volusia ECHO Grant Application for the Willow Run Park Expansion
11. Resolution No. 26-28 - Approval of State of Florida Department of Transportation (FDOT) Highway Lighting, Maintenance, and Compensation Agreement (FDOT #AT673)
12. Resolution No. 26-29 - Amending the CDBG PY2025 Annual Action Plan
13. Police Department K9 Mila Transfer to Officer J. Alevisatos

C. RECOGNITION AND PROCLAMATIONS

14. Faith, Family and Responsible Fatherhood Month - Proclamation

D. PUBLIC PARTICIPATION (Non-Agenda – 20 minutes)

E. COMMENTS AND ADDITIONAL ITEMS

15. Council Members
16. City Attorney
17. City Manager
    a. Riverwalk Update
    b. Stormwater Projects Update
    c. Parks and Recreation Bond Projects Update

F. SPECIAL REPORTS

18. Report from KemperSports on the Cypress Head Golf

G. BOARD APPOINTMENTS, INTERVIEWS, AND REPORTS

19. Golf Advisory Board Report

H. REGULAR AGENDA

20. Appeal of Planning Commission Denial of a Variance for 5968 Shady Creek Lane

I. COUNCIL COMMITTEE REPORTS

21. City Council Committee Reports
    a. Volusia Flagler TPO - Vice Mayor Tracy Grubbs

b. General Employee's Pension Board - Mayor Scott Stiltner

## J. ADJOURNMENT

**NOTICES** – PURSUANT TO SECTION 286.0105 OF THE FLORIDA STATUTES, IF ANY PERSON DECIDES TO APPEAL ANY DECISION MADE BY THE CITY COUNCIL WITH RESPECT TO ANY MATTER CONSIDERED AT THIS PUBLIC MEETING OR HEARING, SUCH PERSON WILL NEED A RECORD OF THE PROCEEDINGS, AND THAT, FOR SUCH PURPOSE, SUCH PERSON MAY NEED TO ENSURE THAT A VERBATIM RECORD OF THE PROCEEDINGS IS MADE, WHICH RECORD INCLUDES THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED. THE CITY DOES NOT PREPARE OR PROVIDE SUCH A RECORD.

FOR SPECIAL ACCOMMODATIONS, PLEASE NOTIFY THE CITY CLERK'S OFFICE (PHONE: 386-506-5563) AS FAR IN ADVANCE AS POSSIBLE, BUT PREFERABLY WITHIN 2 WORKING DAYS OF YOUR RECEIPT OF THIS NOTICE OR 5 DAYS PRIOR TO THE MEETING OR HEARING DATE.

HELP FOR THE HEARING IMPAIRED IS AVAILABLE THROUGH THE ASSISTIVE LISTENING SYSTEM RECEIVERS CAN BE OBTAINED FROM THE CITY CLERKS' OFFICE.

**IN ACCORDANCE WITH THE AMERICANS WITH DISABILITIES ACT (ADA),** IF YOU ARE A PERSON WITH A DISABILITY WHO NEEDS AN ACCOMMODATION IN ORDER TO PARTICIPATE IN THIS PROCEEDING, YOU ARE ENTITLED, AT NO COST TO YOU, THE PROVISION OF CERTAIN ASSISTANCE. PLEASE CONTACT THE CITY CLERK FOR THE CITY OF PORT ORANGE, 1000 CITY CENTER CIRCLE, PORT ORANGE, FLORIDA 32129, TELEPHONE NUMBER 386-506-5563, CITYCLERK@PORT-ORANGE.ORG, AS FAR IN ADVANCE AS POSSIBLE, BUT PREFERABLY WITHIN 2 WORKING DAYS OF YOUR RECEIPT OF THIS NOTICE OR 5 DAYS PRIOR TO THE MEETING OR HEARING DATE. IF YOU ARE HEARING OR VOICE IMPAIRED, CONTACT THE RELAY OPERATOR AT 7-1-1 or 1-800-955-8771.

UPON REQUEST BY A QUALIFIED INDIVIDUAL WITH A DISABILITY, THIS DOCUMENT WILL BE MADE AVAILABLE IN AN ALTERNATE FORMAT. IF YOU NEED TO REQUEST THIS DOCUMENT IN AN ALTERNATE FORMAT, PLEASE CONTACT THE CITY CLERK WHOSE CONTACT INFORMATION IS PROVIDED ABOVE.

ANY INVOCATION THAT IS OFFERED BEFORE THE OFFICIAL START OF THE CITY COUNCIL MEETING SHALL BE THE VOLUNTARY OFFERING OF A PRIVATE PERSON, TO AND FOR THE BENEFIT OF THE CITY COUNCIL. THE VIEWS OR BELIEFS EXPRESSED BY THE INVOCATION SPEAKER HAVE NOT BEEN PREVIOUSLY REVIEWED OR APPROVED BY THE CITY COUNCIL OR THE CITY STAFF, AND THE CITY IS NOT ALLOWED BY LAW TO ENDORSE THE RELIGIOUS BELIEFS OR VIEWS OF THIS, OR ANY OTHER SPEAKER. PERSONS IN ATTENDANCE AT THE CITY COUNCIL MEETING ARE INVITED TO STAND DURING THE OPENING INVOCATION AND PLEDGE OF ALLEGIANCE. HOWEVER, SUCH INVITATION SHALL NOT BE CONSTRUED AS A DEMAND, ORDER, OR ANY OTHER TYPE OF COMMAND. NO PERSON IN ATTENDANCE AT THE MEETING SHALL BE REQUIRED TO PARTICIPATE IN ANY OPENING INVOCATION THAT IS OFFERED. A PERSON MAY EXIT THE CITY COUNCIL CHAMBERS AND RETURN UPON COMPLETION OF THE OPENING INVOCATION IF A PERSON DOES NOT WISH TO PARTICIPATE IN OR WITNESS THE OPENING INVOCATION.

REGULAR CITY COUNCIL MEETING MINUTES
COUNCIL CHAMBERS – CITY HALL
1000 CITY CENTER CIRCLE
PORT ORANGE, FLORIDA
MAY 19, 2026

THE REGULAR CITY COUNCIL MEETING of the City of Port Orange was called to order by Mayor Scott Stiltner at 6:30 p.m.

OPENING

Silent Invocation

Pledge of Allegiance led by the Sugar Mill Elementary's National Elementary Honor Society Students

| | | |
|---|---|---|
| Roll Call | Present: | Councilman Jonathan Foley<br>Councilman Shawn Goepfert<br>Councilman Lance Green<br>Vice Mayor Tracy Grubbs<br>Mayor Scott Stiltner |
| | Also Present: | City Manager Wayne Clark<br>City Attorney Matthew Jones<br>Deputy City Clerk Amanda Bonin |

4. Florida Inland Navigation District Presentation - Buddy Davenport

Buddy Davenport was unable to attend as originally planned and has requested staff reschedule to another date.

5. Public Comments on Consent Agenda Items Only

Robert Reinhagen, resident, expressed his concerns regarding the verbiage in item #10 for the License Agreement for use of the Riverwalk Trail for Special Events.

CONSENT AGENDA

6. Approval of Minutes
    a. Regular City Council Meeting - May 5, 2026
7. Bid Awards and Contract Items
    a. Approval to Award a Master Contract for Architectural Services to Wannemacher Jensen Architects, LLC for RFSQ #25-22 for Design Services of the new REC West
8. Resolution No. 26-23 - Approving the State Highway Memorandum of Agreement with the Florida Department of Transportation
9. Resolution No. 26-24 - Approval of Local Agency Program (LAP) Supplemental Agreement #1 for the Williamson Boulevard/Willow Run Boulevard Sidewalk Project (CD244)

10. Approval of a License Agreement for use of the Riverwalk Trail for Special Events sponsored by Tiki Docks Port Orange River Bar & Grill

11. Approval of Contract for Sale and Purchase of real property located at 717 Dove Avenue to Carroll and Mary Brunk

12. Approval of Amendment No. 1 to the Contract to Purchase Real Property located at 535 Locust Street for the Wastewater Treatment Plant Upgrades Project

13. Approval of Amendment No. 1 to the Contract to Purchase Real Property identified as Parcel Numbers 630407001400, 630407001061, 630407000990, and 630407001060; generally located east of Spruce Creek Road, south of Dunlawton Ave. and west of Locust Street, for the Wastewater Treatment Plant Upgrades Project

Motion to approve the Consent Agenda as presented was made by Councilman Jonathan Foley and Seconded by Vice Mayor Tracy Grubbs. Motion carried unanimously by roll call vote.

Motion to move Agenda Item No. 19, regarding the Golf Advisory Board Appointments, to the next item of business due to a scheduling conflict between the City Council meeting and the Cypress Head HOA meeting was made by Councilman Lance Green and Seconded by Shawn Goepfert. Motion carried unanimously by voice vote.

## RECOGNITION AND PROCLAMATIONS

14. Memorial Day 2026 Proclamation

Mayor Scott Stiltner read the Memorial Day Proclamation.

## PUBLIC PARTICIPATION (Non-Agenda – 20 minutes)

Angela LeDuc, resident, spoke in opposition to the City's agreement with Flock Safety for the use of nine Falcon cameras. She expressed concerns about the product and noted that the agreement is approaching renewal. Mrs. LeDuc further requested that the City not approve the renewal agreement.

Rebecca Gatan, representing the Port Orange South Daytona Chamber of Commerce, thanked Council for their continued support and provided an update.

## COMMENTS AND ADDITIONAL ITEMS

15. Council Members

Vice Mayor Tracy Grubbs highlighted Consent Agenda Item #9 regarding the Williamson Boulevard/Willow Run Boulevard Sidewalk Project, noting the project timeline and expressing appreciation to staff and Port Orange residents for their patience throughout the process. He also advised that the Memorial Park boardwalk has been set up and is ready for this weekend's Memorial Day event.

Councilman Shawn Goepfert stated that he participated in the Rotary Club's Road Cleanup Project this past weekend, which included Riverwalk Park. He remarked on how impressed he was with the area's upkeep and praised City staff for doing a great job maintaining it.

Mayor Scott Stiltner commented on the concerns and complaints received by the City that pertain to other municipalities and the county. He emphasized the importance of ensuring those concerns are forwarded to the appropriate agencies and that the respective elected officials are made aware of them as well.

Mayor Scott Stiltner advised that the paving project west of I-95 is a Volusia County project and provided additional information. He also noted that National EMS Week is observed May 17–23 and that National Police Week was observed May 10–16. Mayor Scott Stiltner expressed his appreciation for law enforcement officers and EMS personnel.

16. City Attorney

There was nothing further.

17. City Manager

a. Riverwalk Update

Wayne Clark, City Manager, provided an update on Riverwalk to include the Tiki Docks License Agreement, and the potential future purchase of the Riverwalk property.

b. Stormwater Projects Update

Mr. Clark provided an update on the Stormwater projects to include the Cambridge project and Volusia County's Stormwater Mitigation and Flooding Sub-committee.

c. Parks and Recreation Bond Projects Update

Mr. Clark provided an update on the Parks and Recreation Bond projects to include City Center Sports Complex, REC West, and the Trail Project. He also provided an update on the Disc Golf Course at Buschman Park.

<u>BOARD APPOINTMENTS, INTERVIEWS, AND REPORTS</u>

18. Citizen Advisory Committee for TPO

Bobby Ball, CAC for the TPO, advised there are a couple of drafts for future items coming up next month but there were no items on the agenda for the past meeting, therefore he has nothing to report.

19. Golf Advisory Board Appointments (4)

Motion to reappoint Gary Brideau and Dennis Flesch and appoint Holly Perpall and James Walsh to the Golf Advisory Board was made by Councilman Lance Green and Seconded by Vice Mayor Tracy Grubbs. Motion carried unanimously by voice vote.

PUBLIC HEARING

20. Second Reading - Ordinance No. 2026-2 - Large-Scale Comprehensive Plan Future Land Amendment/Case No. CPAM-26-0001

Matt Jones, City Attorney, read Ordinance No. 2026-2.

ORDINANCE NO. 2026-2

AN ORDINANCE OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, RELATING TO COMPREHENSIVE PLANNING; AMENDING THE FUTURE LAND USE MAP OF THE COMPREHENSIVE PLAN; AMENDING THE FUTURE LAND USE (FLU) DESIGNATION FOR APPROXIMATELY ±56.53 ACRES, CONSISTING OF +52.96 ACRES FROM VOLUSIA COUNTY AGRICULTURE RESOURCE (1 UNIT/10 ACRES) AND ±3.57 ACRES FROM VOLUSIA COUNTY URBAN LOW INTENSITY (0-4 UNITS/ACRE), TO CITY OF PORT ORANGE RURAL TRANSITION (0-2UNITS/ACRE) FOR PROPERTY GENERALLY LOCATED NORTH OF CHARLES STREET AND WEST OF AIRPORT ROAD; WITH TEXT AMENDMENT ADDING A FUTURE LAND USE ELEMENT POLICY TO PROVIDE DENSITY LIMITS FOR THE OVERALL ±56.53-ACRE PROPERTY; AUTHORIZE TRANSMITTAL TO REQUIRED AGENCIES; PROVIDING FOR CONFLICTING ORDINANCES, SEVERABILITY AND AN EFFECTIVE DATE.

Motion to approve Ordinance No. 2026-2 was made by Councilman Shawn Goepfert and Seconded by Councilman Lance Green.

Wayne Clark, City Manager, advised there were a few updates to the item pursuant to

the Council's approval on first reading, specifically the update limits the land use to one unit per acre.

Jan Albert and Gary Singleton, citizens, expressed concerns regarding the item and stated opposition to it.

Mike Poniatowski, County resident, recognized the work to reduce density by the developer but also expressed his concerns and stated opposition to the approval of this item.

Councilman Jonathan Foley expressed concern about the item, noting that it places the Council in a difficult position when an applicant comes forward willing to make significant concessions in an effort to make the best use of the property.

Motion carried 4-1 by roll call vote with Councilman Jonathan Foley voting no.

21. Second Reading - Ordinance No. 2026-3 - Conventional Rezoning/Case No. REZONING-26-0001

Attorney Jones read Ordinance No. 2026-3.

ORDINANCE NO. 2026-3

AN ORDINANCE OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, REZONING OF APPROXIMATELY ±56.53 ACRES, CONSISTING OF ±52.96 ACRES FROM VOLUSIA COUNTY A-1 (PRIME AGRICULTURE) AND ±3.57 ACRES FROM VOLUSIA COUNTY A-2 (RURAL AGRICULTURE), TO CITY OF PORT ORANGE R-20SF SINGLE FAMILY RESIDENTIAL FOR PROPERTY GENERALLY LOCATED NORTH OF CHARLES STREET AND WEST OF AIRPORT ROAD; AUTHORIZING REVISION OF THE OFFICIAL ZONING ATLAS; PROVIDING FOR CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY AND PROVIDING AN EFFECTIVE DATE.

Motion to approve Ordinance No. 2026-3 was made by Councilman Shawn Goepfert and Seconded by Councilman Lance Green.

Councilman Jonathan Foley expressed his thoughts on the optics of this item stating he believes the one-year waiting period should have stayed in place.

Mayor Scott Stiltner advised it isn't Council's job to look at the optics but to review the facts in order to vote.

Councilman Shawn Goepfert expressed his thoughts on development over the years, and commented on the one-year waiting period, as well as where the water is coming from.

Mr. Poniatowski commented on where he believes the water is coming from in that area, stating there is data provided to the residents every month showing that the water flow is coming from the output of the City's reclaimed water ponds.

Attorney Jones stated there is pending action regarding the water output from the City's reclaimed water ponds and advised the Council members to not comment on or go to the property to view the area until further notice.

John Burchack, citizen, commented on the one-year waiting period and expressed his concerns on the item.

Robert Reinhagen, resident, expressed his concerns with Spruce Creek, stated it's time for the Spruce Creek Basin Study to be completed, and expressed his opposition to the item.

Matt, Citizen, expressed his concerns stating it's not fair that the four council members voting yes is not just changing the land in the area, as it's not just approving a development, it's taking away the way of life for the surrounding residents. He further commented on where the water comes from, indicating it doesn't just come from the West, but from the East as well.

Motion carried 3-2 by roll call vote with Councilman Jonathan Foley and Vice Mayor Tracy Grubbs voting no.

COUNCIL COMMITTEE REPORTS

22. City Council Committee Reports

a. First Step Shelter - Councilman Shawn Goepfert

Councilman Shawn Goepfert provided an update on the First Step Shelter.

b. Port Orange South Daytona Chamber of Commerce - Councilman Shawn Goepfert

Councilman Shawn Goepfert provided an update on the Port Orange South Daytona Chamber of Commerce.

c. ArtHaus - Vice Mayor Tracy Grubbs

Vice Mayor Tracy Grubbs provided an update on ArtHaus highlighting the Fun and Funky event last week honoring Buddy Davenport. He also noted this event helps to provide funding for kids' summer camp scholarships.

ADJOURNMENT - 7:29 p.m.

Mayor Scott Stiltner

Attest:

Robin Fenwick, MMC
City Clerk

# CITY COUNCIL AGENDA ITEM

**COUNCIL MEETING DATE 6/2/2026**

**SUBJECT:** (B7a) Approval of Amendment No. 1 to Task Authorization No. 3 for Dredging and Marine Consultants, LLC for the Causeway Park South Boat Ramp Project

**DEPARTMENT:** Parks & Recreation

**GOAL:** 3 - Quality of Life

**RECOMMENDED MOTION:** Move to approve Amendment No. 1 to Task Authorization No. 3 for a revised not to exceed amount of $125,710.00, and authorize the Mayor and City Clerk to execute the associated documents.

**SUMMARY:** Amendment No. 1 to Task Authorization No. 3 is necessary for CDBG Compliance Assistance Services for the Causeway Park South Boat Ramp Project. Compliance services include interviews conducted by the engineer with workers on site as well as weekly payroll review to be sure it meets the requirements of the State of Florida for a CDBG grant in the amount of $396,208. When the engineer originally quoted, it was not known at that time that a CDBG grant would be available as a funding source. In order to use the approximately $400,000 in federal funds, specialized reporting is required of the engineer to meet the requirements of the grant. The increase in cost to cover the reporting is not to exceed $10,000, increasing the Task Authorization to $125,710. In addition, Staff is requesting to extend the completion timeframe of the current Task Authorization so it matches the overall project schedule for the Causeway Park South Parking and Boat Ramp Improvements.

PRESENTER: Susan Lovallo

**ATTACHMENTS:**

| | | |
|---|---|---|
| 1. | Dredging and Marine Consultants, LLC Amendment No 1 to Task Authorization No 3 Dated 040423 | Dredging and Marine Consultants, LLC Amendment No 1 to Task Authorization No 3 Dated 040423.pdf |
| 2. | City of Port Orange NTP Causeway Parking Lot & Boat Ramp Improvements | City of Port Orange NTP Causeway Parking Lot & Boat Ramp Improvements.pdf |
| 3. | DMC - (Dredging & Marine Consultants) CA5672 RFSQ 16-32 02.14.2020 | DMC - (Dredging & Marine Consultants) CA5672 RFSQ 16-32 02.14.2020.pdf |
| 4. | Dredging & Marine Consultants CA5672 (RFSQ 16-32) Task | Dredging & Marine Consultants CA5672 (RFSQ 16-32) Task Authorization No.3 |

| | | |
|---|---|---|
| | Authorization No.3 4.26.2024 | 4.26.2024.pdf |
| 5. | Sunbiz (2) | Sunbiz (2).pdf |
| 6. | DMC Grant Amendment | DMC Grant Amendment.pdf |
| 7. | DMC - (Dredging & Marine Consultants) CA5672 RFSQ 16-32 Renewal Form 02.14.22 | DMC - (Dredging & Marine Consultants) CA5672 RFSQ 16-32 Renewal Form 02.14.22.pdf |
| 8. | Dredging & Marine Consultants, LLC Contract Renewal (1) | Dredging & Marine Consultants, LLC Contract Renewal (1).pdf |

| | |
|---|---|
| Jennifer Cox | Created/Initiated - 05/06/2026 |
| Susan Lovallo | Approved - 05/08/2026 |
| Sue Wang | Approved - 05/08/2026 |
| Matthew Jones | Approved - 05/22/2026 |
| Wayne Clark | Final Approval - 05/26/2026 |

**AMENDMENT NO. 1 TO TASK AUTHORIZATION NO. 3**
**OF MASTER CONTRACT FOR ENGINEERING SERVICES DATED FEBRUARY 14, 2017**

**THIS AMENDMENT NO. 1** ("2026 Amendment") is made and entered into the day and year set forth hereinafter by and between the **CITY OF PORT ORANGE, FLORIDA**, a Florida municipal corporation located at 1000 City Center Circle, Port Orange, Volusia County, Florida 32129-4144 (the "City"), and **DREDGING & MARINE CONSULTANTS, LLC** ("Engineer" and/or "DMC"), a Florida limited liability corporation, whose principal address is 4643 South Clyde Morris Boulevard, Unit 302, Port Orange, Florida 32129, collectively the "Parties."

WHEREAS, the Parties entered into a Master Contract for Engineering Services to provide Civil Engineering, Traffic Engineering and Transportation Planning, Landscape Architectural, Environmental and Planning Services, Geotechnical Engineering Services and related services for the City for preparation of a variety of projects ("Master"), pursuant to Request for Statement of Qualifications No. 16-32 ("RFSQ 16-32"), which has an initial term commencing on February 14, 2017 and continuing for a period of three (3) years or until either party provides the other party written notice of its intent to terminate the Contract, and which may be renewed upon written agreement of the Parties and appropriation by the City Council for up to two (2) additional two (2) year terms; and

WHEREAS, the Parties executed a City of Port Orange Renewal Form to continue services for the period through February 14, 2022; and

WHEREAS, the Parties executed a City of Port Orange Renewal Form to continue services for the period through February 14, 2024; and

WHEREAS, on the 4th day of April 2023, the Parties entered into Task Authorization No. 3 to the Master Contract for Engineering Services relating to the Causeway Park South Parking and Boat Ramp Improvements Engineering Design, Permitting, Bidding and Construction Management ("Task Authorization"), with services to be completed within 365 days from the date of written Notice to Proceed issued by the City to the Contractor, in an amount not to exceed $115,710.00; and

WHEREAS, on the 25th day of April 2023, the Parties executed a Notice to Proceed with an effective date of April 25, 2023; and

WHEREAS, the Parties desire to make the following amendments to Task Authorization No. 3: amend the scope of services to meet the requirements of the CDBG Grant, amend the amount of the Task Authorization from $115,710.00, increasing the amount by $10,000.00, for a revised total amount not to exceed $125,710.00, and amend the services completion date from 365 days from the date of written Notice to Proceed, to continue until the completion of the Causeway Park South Parking and Boat Ramp Improvements project; and

WHEREAS, the Port Orange City Council has determined that the execution of this 2026 Amendment is beneficial to the citizens of the City of Port Orange.

**NOW, THEREFORE**, the Parties, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, agree as follows:

The foregoing recitals are true and correct and incorporated herein.

1. The scope of Task Authorization No. 3 is hereby amended to include the services needed to meet all requirements of the CDBG Grant, and as more specifically described in DMC Amendment to Existing Contract: Task 5: CDBG Compliance Assistance Services letter dated March 10, 2026, attached hereto as Exhibit "1."

2. The term of Task Authorization No. 3 is hereby amended and shall continue until the completion of the Causeway Park South Parking and Boat Ramp Improvements project.

3. In return for the services identified above, City agrees to increase the amount of the Task Authorization from $115,710.00, by an amount of $10,000.00, for a revised total amount not to exceed $125,710.00.

4. *Counterparts*. This 2026 Amendment may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same instrument. The delivery by facsimile or e-mail of an executed copy of this 2026 Amendment shall be deemed valid as if an original signature was delivered. No contract shall be formed between Contractor and the City until the City signs this 2026 Amendment.

5. All other terms and conditions of the Contract shall remain in full force and effect.

**IN WITNESS WHEREOF**, the Parties hereto have signed, sealed, and delivered this 2026 Amendment on the day and year stated hereinafter.

Witnesses:

**DREDGING & MARINE CONSULTANTS, LLC**

_____ By: _____

Printed Name: _____ Shailesh K. Patel, Managing Member

*If this Contract is signed by an individual not identified as an Officer of the Entity in the records of the Florida Department of State, Division of Corporations, please provide written authorization for that individual to enter into contracts on behalf of the Entity.*

_____

Printed Name: _____ Date: _____

***Please note that at this time the City does not accept electronic/digital signatures. A wet signature is required for this document.***

**CITY OF PORT ORANGE**

By:_____
Scott Stiltner, Mayor

Date:_____

**ATTEST:**

By:_____
Robin L. Fenwick, MMC, City Clerk

Date:_____

# EXHIBIT "1"

## DMC Amendment to Existing Contract:
## Task 5: CDBG Compliance Assistance Services Letter dated March 10, 2026

Consisting of 1 Page

Dredging & Marine Consultants
DMC
ENGINEERS • SCIENTISTS

March 10, 2026

Susan Lovallo
Parks and Recreation Director
City of Port Orange
1000 City Center Circle
Port Orange, Fl 32129

**RE: Causeway Park South Parking and Boat Ramp Improvements**
**Engineering Design, Permitting, Bidding & Construction Management**

**Amendment to Existing Contract: Task 5: CDBG Compliance Assistance Services**

Ms. Lovallo:

**Dredging & Marine Consultants LLC (DMC)** is pleased to submit the following proposal to amend the above-referenced contract to provide additional services for CDBG Grant compliance. DMC will provide monthly on-site wage verification and assist with documentation and coordinate with the City's Grants Consultant, as may be needed. These services will be initiated upon approval by the City through the duration of the construction period. This work will be amended as a subsequent task as indicated below.

***Task 5: CDBG Grant Compliance Assistance* -** DMC will assist the City's Grant Consultant with CDBG requirements and reporting. DMC staff will conduct monthly wage verification on site and preparation documents for submittals. These services may include preparation of project progress and reporting for the grant until final completion.

**Budget:** DMC proposes to perform the above services, including expenses, on a Time and Materials Basis for a Not-to-Exceed Sum indicated below. DMC will invoice the Client monthly for services rendered with hours and professional services rate.
Task 5– Time & Materials, Not-to-Exceed: $10,000.00

**Schedule:** DMC will complete the said services through final completion of the construction of the project.

Should you have any further questions please call 386-304-6505. We look forward to your authorization (Notice-to-Proceed) and to working with you on this project. Thank you.

Respectfully,
***Dredging & Marine Consultants, LLC***

Shailesh K. Patel
Senior Project Manager

4643 S. Clyde Morris Blvd., Unit 302 • Port Orange, FL 32129 • Phone: 386-304-6505 • Fax: 386-304-6506
spatel@dmces.com • www.dmces.com

# CITY OF PORT ORANGE
# NOTICE TO PROCEED

**Issued By:** Susan Lovallo Director
Parks & Recreation
1395 Dunlawton Avenue, Port Orange, FL 32129
Phone: (386) 506-5851 Fax: (386) 756-5351
slovallo@port-orange.org

**Issued To:** Shailesh Patel, President
4643 S. Clyde Morris Blvd., Unit 302
Port Orange, FL 32129

**PROJECT TITLE:** **Causeway Parking Lot & Boat Ramp Improvements**

**BID NO.** **16-32 CA5672**

This **Notice to Proceed** to your company is for the above referenced project and in accordance with the Scope of Work Proposal summited , and all terms and conditions of the Standard Contract for Services between the **City of Port Orange and Dredging & Marine Consultants (DMC)** dated **February 14, 2017.**

The date of this **Notice to Proceed is effective April 25, 2023.**

**Please sign acknowledging and agreeing to the contents of this Notice to Proceed, and return this form by email to : jcox@port-orange.org**

Congratulations on your efforts and we look forward to working with your company.

**City Project Manager:** Susan Lovallo Parks & Rec Director
1395 Dunlawton Avenue, Port Orange, FL 32129
386-506-5851 slovallo@port-orange.org

*All future correspondence or requests for changes to the contract must be addressed to the City's Project Manager.*

**ISSUED BY:**

Owner: City of Port Orange — This 25th day of April, 2023

By: Signature: Susan L. Lovallo — Title: Parks and Recreation Director

**ACCEPTANCE NOTICE:**
Receipt of the foregoing Notice to Proceed is hereby acknowledged and agreed by:

Company: Dredging & Marine Consultants, LLC This 25 day of April, 2023

By: Signature: S/Pain — Title: PRESIDENT

# CITY OF PORT ORANGE
# MASTER CONTRACT FOR ENGINEERING SERVICES

This Master Contract for Engineering Services ("Contract") is entered into this 14th day of February, 2017, by and between the **CITY OF PORT ORANGE**, a Florida municipal corporation, whose principal address is 1000 City Center Circle, Port Orange, Florida 32129 (the "City"), and **DREDGING & MARINE CONSULTANTS, L.L.C.** ("Contractor" or "Engineer"), a Florida limited liability corporation, whose principal address is 4643 South Clyde Morris Boulevard, Unit 302, Port Orange, Florida 32129 (collectively "the Parties).

The City and the Engineer for Ten Dollars ($10.00) and other good and valuable consideration hereby covenant and agree as set forth below.

1. *Provision of Services*. These services shall be performed in accordance with Request for Statement of Qualifications No. 16-32 ("RFSQ 16-32") and Engineer's proposal in response thereto. A true and correct copy of RFSQ 16-32 and Engineer's proposal is available in the Office of the City Clerk, City Hall, 1000 City Center Circle, Port Orange.

(a) The Engineer hereby agrees to provide the following services to the City of Port Orange:

(i) Civil Engineering, Traffic Engineering and Transportation Planning, Landscape Architectural, Environmental and Planning Services, Geotechnical Engineering Services and related services for the City for preparation of a variety of projects administered by various departments within the City, including but not limited to paragraph 5 and the following:

(1) Investigation of existing structures or sites and preparation of drawings, reports, calculations, cost estimates, schedules; coordination of special services such as testing and surveying;

(2) Studies and planning for construction projects, preparation of drawings, reports, calculations, cost estimates, schedules; coordination of special services such as testing and surveying;

(3) Engineering services required to construct a variety of projects and related site work; preparation of design, construction documents, plans, specifications, calculations, cost estimates, reports and schedules; coordination of special services such as testing and surveying; preparation of required documents and services to obtain all construction permits; assisting the City project manager with bidding and construction administration, including field visits, shop drawing review, applications for payment, punch list and certification;

(4) Preparation of presentation boards and electronic graphic photo/realistic renderings;

(5) Oral presentations and PowerPoint audio visual presentations; and

(6) Leading project meetings, preparing and distributing meeting minutes

(7) Projects may include City of Port Orange existing or proposed sites which require evaluation and/or site design for facilities with uses including Parks and Recreation, Fire and Police, flood control and/or stormwater treatment. Projects may also include review of development projects, traffic simulation/operations analysis models such as HCS, ARTPLAN, SYNCHRO, CUBE, and CFRPM, Traffic Impact Analysis creation and review, signal timing, traffic calming, intersection analyses, traffic improvement justification reports, Traffic Impact Analysis Methodology review, conducting traffic counts, creation and review of roadway classification and Level of Service (LOS) capacity reports.

(8) Plans will be drawn in AutoCAD format unless otherwise directed.

(9) All documents resulting from any project performed hereunder shall become the sole property of the City.

(b) The time, manner and place for performance of such services shall be:

*Term*: The term of this Contract shall commence on the date this Contract is signed by both of the Parties, and shall continue for a period of three (3) years thereafter or until either party provides the other party written notice of its intent to terminate this Contract.

*Renewals*: Upon written agreement of the Parties and appropriation by City Council, this Contract may be renewed for up to two (2) additional two (2) year terms. The City reserves the right to revise rates for consistency with current market trend at least annually.

*Manner and Place*: The Engineer shall perform the services as outlined in each project assignment, in accordance with Standard Construction Details as required on all City owned facilities and properties (i.e. rights-of-way) and in a manner as required by all current federal, state, county, fire, building and land development codes, laws, ordinances and regulations, and with applicable permits and licenses per the City Code of Ordinances. Engineer shall not deliver goods or services without a fully executed task authorization and a written purchase order, signed by an authorized agent of the City of Port Orange.

*Time and Essence*: Engineer acknowledges that time is of the essence in the completion of the services contemplated by this contract. Engineer shall complete all services within the timeline specified in the project, and as reflected on the Notice to Proceed.

2. *Authorization for Services*. This Contract standing alone does not authorize the performance of any work or services to be provided by the Engineer or require the City to place any orders for work or service. Authorization for performance of services by the Engineer under this Contract shall be in the form of written Task Authorization(s) issued and executed by the City and signed by the Engineer. A sample Task Authorization is attached hereto as Exhibit "1." The City makes no covenant or promise as to the number of orders placed, nor that the City shall place any orders for goods or services during the life of this Contract. The City reserves the right to contract with other parties for the goods and services contemplated by this Contract, as determined in the City's sole and absolute discretion. Furthermore, the City reserves the right, at its sole discretion, to utilize the Master Contract for Engineering Services entered into between the Parties on March 17, 2015 pursuant to Request for Statement of Qualifications No. 14-23, for the scope of services set forth therein, as long as the Contract remains valid.

3. *City Obligations*. The City reserves the right to utilize either (i) lump sum or (ii) hourly rate compensation as set forth in Exhibit "2" attached hereto. The City's obligation to pay Engineer under this Contract is limited to the

approved Contract fees and the budgeted amount for the fiscal year approved by the Port Orange City Council for the then current fiscal year. All payments shall be governed by the Local Government Prompt Payment Act as set forth in Sections 218.70 through 218.79, Florida Statutes, as amended. The Engineer shall be paid compensation for all services, labor and material required thereby, and for all expenditures as specified in each Task Authorization. The fee shall be negotiated for each Project Task Authorization to this Contract. The Engineer shall submit a monthly statement for professional services rendered and expenses incurred to date of the statement. The statements for lump sum shall be based upon Engineer's estimate of the proportion of the total services actually completed at the time of billing to the total services to be performed. Such estimates are to be prepared by the Engineer and accompanied by such supporting data as may be required by the Contract Administrator. Compensation for any authorized cost which is not set forth in the Contract shall not exceed the actual, documented out-of-pocket cost to the Engineer plus ten (10%) percent if approved by the City. The Contract and Task Authorization(s) do not include retainer fees, nor is there a minimum fee guaranteed during the Contract period.

4. *Contract Administration*. The Department Head requesting service ("Contract Administrator"), shall perform contract administration of this Contract. For notice provisions, see the paragraph below entitled "Notice." The work shall be reviewed by the authorized Contract Administrator, or designee, who shall have final decision authority for pay requests on all approved phases of the work, including general direction, review, and approval of the work. Neither the Contract Administrator's review, approval or acceptance of, nor payment for, any of the services required under this contract shall be construed to operate as a waiver of any rights under this Contract or of any cause of action arising out of the performance of this Contract, and the Engineer shall be and remain liable to the City for all costs of any kind which were incurred by the City as a result of the Engineer's negligent performance of the services furnished under this Contract.

5. *Additional Statement of Engineering Services*. The Engineer shall:

(a) Provide all certifications ("Engineer of Record" function) surveys, calculations, drawings, and any other documents required for special permits and authorizations from various government bodies or agencies having jurisdiction over the project;

(b) Prepare a time scaled diagram showing the dates of completion of various design phases and scheduled completion of working drawings and specifications and submit for Contract Administrator's review and approval;

(c) Verify and evaluate technical proposals furnished by the construction contractor if requested by the City and provide such amplifications and explanations that may be necessary to clarify the intent of the drawings and specifications;

(d) Furnish consultation and advice as requested by the City during the construction of project, including Construction Administration Services (unless otherwise stipulated in a specific amendment attached hereto and made a part thereof);

(e) Furnish all other engineering services including without limitation those specified hereinafter and those required for the completion of specific projects as described in amendments and task authorizations for this contract:

(i) *Site Visits/Special Permits*. The Engineer shall visit the site and shall initiate and hold such conferences with representatives of the City and other agencies, boards or government bodies having jurisdiction over the area the project covers and take such other action as may be necessary to obtain permits and authorizations; except that building construction permits shall be specifically requested in a task authorization; and provide other data upon which to develop the design and preliminary sketches showing the contemplated project.

(ii) *Preliminary Sketches and Opinion of Probable Construction Costs*. The preliminary sketches shall include plans, elevations and sections developed in such detail and with such descriptive specifications as will clearly indicate the scope of work, and make possible a reasonable opinion of the construction cost and satisfy the requirements of permitting and regulatory agencies having jurisdiction. An opinion of probable construction costs shall be prepared.

(iii) *Working Drawings and Specifications*. After the preliminary sketches and opinion of probable construction costs have been approved by the Contract Administrator; the Engineer shall proceed with the preparation of working drawings and specifications as required by the Contract Administrator for the construction of said project. Working drawings, specifications and estimates shall be delivered to the Contract Administrator in such sequence and at such times as required by the City such that the construction work can be initiated promptly, procurement of materials made without delay and continuous prosecution of the work promoted, all in strict accordance with the approved design schedule as provided in Paragraph 5 (b) above. Working drawings and specifications shall be revised as necessary and as required by the Contract Administrator. After working drawings and specifications have been approved by the Contract Administrator, the Engineer shall furnish such number of sets of prints of the approved working drawings and such number of sets of the approved specifications, as may be required by the Contract Administrator.

(iv) *Original Drawings - Final Plans*. Upon approval of final plans the Engineer shall deliver to the City one set of original drawings, in such medium and on such materials, as may be required by the Contract Administrator, suitable for blueprinting, showing approved constructed requirements (not of "as-built" construction unless otherwise stipulated), provided, however, that should this Contract be terminated by the City, the Engineer shall deliver to the City one digital and one paper full scale set of originals as they exist at the time of termination. All plans shall be and remain the property of the City during preparation and upon delivery.

(v) *Revision of Final Drawings and Specifications*. The engineer shall without additional fee correct and revise the drawings, specifications, or other materials furnished under this Contract, if the Contract Administrator finds that such revision is necessary to correct errors or deficiencies for which the Engineer is responsible.

(vi) *Bidding*. The Engineer shall perform all necessary engineering services required in connection with the competitive bidding for construction of the project and the preparation of all documents required thereof, including preparation of documents for separate bid packages for multiple contractors if so required by Contract Administrator; coordination with the City Attorney and follow-up on contractor execution and delivery to the City Attorney of the original contract and original bond for recording in the public records.

(vii) *Bonding*. The Engineer shall coordinate the delivery to the City Attorney of original bonds for recording. All construction contracts shall require two (2) original Bonds in the form approved by the City Attorney. Engineer shall not require duplicate original bond documents in the draft construction documents and agreement for the City.

6. *Responsibility of the Engineer*. The Engineer shall be responsible for the professional and technical accuracy and the coordination of all designs, drawings, and specifications; contract documentation and other work or materials

furnished by the Engineer under this contract. The Engineer shall without additional cost or fee to the City, correct or revise any errors or deficiencies in the Engineer's performance.

7. *Reuse of Documents*. The City shall have unlimited rights, for the benefit of the City in all drawings, designs, specifications, notes and other engineer's work produced in the performance of this contract, or in contemplation thereof, and all as-built drawings produced after completion of the work, including the right to use same on any other City work without additional cost to the City. All documents including Drawings and Specifications prepared by Engineer pursuant to this Contract are instruments of service in respect of the Project. They are not intended or represented to be suitable for reuse by City or others for any other project. Reuse for another project without written verification or adaption by Engineer for the specific purpose intended will be at City's risk. Any such verification or adaption performed by Engineer shall entitle Engineer to further compensation at rates to be agreed upon by City and Engineer. A reproducible electronic and paper set of plans and specifications shall be delivered to and become the property of the City upon completion of the Project by the Engineer.

8. *Expert Witness*. The Engineer shall serve as an expert witness for the City in any legal proceedings regarding this project if the City so requests. The expert witness fee for Engineer shall be negotiated at the time the Engineer is called as an expert.

9. *Modifications to Scope of Work/Change Orders*

(a) Change Orders. The Contract Administrator, upon written approval as required by the City's finance ordinances and policies, shall without notice to any sureties, have the authority to order changes in this Contract which affect the cost or time of performance. Such changes shall be ordered in writing specifically designated to be a change order. Such orders shall be limited to reasonable changes in one or more of the following: the services to be performed, the contract price or the time of the performance. The City will not be held liable for any changes which have not been properly authorized and approved in accordance with this Contract.

(b) If any change under this clause causes an increase or decrease in Engineer's cost of, or time required for the performance of the work hereunder, Engineer shall notify the City requesting an equitable adjustment and the contract shall be modified in writing as mutually agreed by the Parties. Any change order shall include all costs and time extensions related to or incidental to such change.

(c) Any claim by the Engineer for adjustment under this clause shall be asserted in writing within thirty (30) days from the date of receipt by the Engineer of the notification of change unless the Contract Administrator grants a further period of time before the date of final payment under the contract. The Engineer shall proceed with the prosecution of the work as changed. Except as provided in this Contract, the Engineer shall not be entitled to payment for a charge for any extra work or material.

10. *Subcontractors and Outside Associates and Consultants*. Any subcontractors and outside associates or consultants required by the Engineer in connection with the services covered by the Contract will be limited to such individuals or firms as are specifically identified in the task authorization amendment. Any substitution in such subcontractors, associates, or consultants shall be subject to the prior approval of the Contract Administrator.

11. Termination

(a) The performance of work under this Contract may be terminated by the City in accordance with this clause in whole, or from time to time in part, whenever the Contract Administrator shall determine that such termination is in the best interest of the City. Any such termination shall be effected by delivery to the Engineer of a Notice of Termination specifying the extent to which performance of work under the Contract is terminated, and the date upon which such termination becomes effective.

(b) After receipt of a Notice of Termination, and except as otherwise directed by the Contract Administrator, the Engineer shall:

(i) Stop work under the Contract on the date and to the extent specified in the Notice of Termination.

(ii) Place no further orders or subcontracts for materials, services or facilities, except as may be necessary for completion of such portion of the work under the Contract as it is not terminated.

(iii) Terminate all orders and subcontracts to the extent that they relate to the performance of work terminated by the Notice of Termination.

(iv) Assign to the City in the manner, at the times and to the extent directed by the Contract Administrator, all of the right, title, and interest of the Engineer under the orders and subcontracts so terminated, in which case the City shall have the right, in its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts.

(v) Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the Contract Administrator, to the extent the City may require which approval or ratification shall be final for all the purposes of this clause. If the City terminates the Engineer for failure to adhere to project time lines for completion of the Engineering work, then the City may deduct from amounts owed on the Engineer termination claim, the City's increased costs directly resulting from the failure of the Engineer to timely perform. The Engineer shall not be responsible for a delay in Engineering work that is beyond the Engineer's reasonable control.

(vi) Transfer title and deliver to the City in the manner, at the times, and to the extent, if any, directed by the Contract Administrator.

(1) The fabricated or unfabricated parts, work in process, completed work, supplies, and other material produced as a part of, or acquired in connection with the performance of, the work terminated by the Notice of Termination; and

(2) The completed or partially completed plans, drawings, information, and other property which, if the contract has been completed, would have been required to be furnished to the City.

(vii) Complete performance of such part of the work as shall not have been terminated by the Notice of Termination.

(c) After receipt of a Notice of Termination, the Engineer shall submit to the City's Contract Administrator its termination claim, in the form and with certification prescribed by the Contract Administrator. Such claim shall be submitted promptly but in no event later than thirty (30) days from the effective date of termination, unless one or more extensions in writing are granted by the Contract Administrator, upon request of the Engineer made in writing within such thirty (30) days period or authorized extension thereof. Upon failure of the Engineer to submit the termination claim within the time allowed, the Contract Administrator may determine on the basis of information available to them, the amount, if any, due to the Engineer by reason of the termination and shall thereupon pay to the Engineer the amount so determined, so long as all final documentation for the project has been delivered to the Contract Administrator.

(d) Subject to the provisions of Paragraph 11 (c), the Engineer and the Contract Administrator may agree upon the whole or any part of the amount or amounts to be paid the Engineer by reason of the total or partial

termination of work pursuant to this clause, the total or partial termination of work pursuant to this clause, which amount or amounts may include a reasonable allowance for profit on work done; provided, that such agreed amount or amounts exclusive of settlement costs, shall not exceed the contract price for work completed that has been accepted by the Contract Administrator, as reduced by the amount of payments otherwise made and as further reduced by the contract price of work not terminated. The Contract shall be amended accordingly and the Engineer shall be paid the agreed amount. Nothing in Paragraph 11 prescribing the amount to be paid to the Engineer, shall be deemed to limit, restrict, or otherwise determine or affect the amount or amounts which may be agreed upon to be paid.

(e) In the event of the failure of the Engineer and the Contract Administrator to agree as provided in Paragraph 11 (d), upon the whole amount to be paid to the Engineer by reason of the termination of work pursuant to this subparagraph, the Contract Administrator shall pay to the Engineer the amounts determined by the Contract Administrator, but without duplication of any amounts agreed upon, as follows:

(i) For completed work and services accepted by the City, the price or prices specified in the contract for such work, less any payments previously made.

(ii) The total of:

(1) The costs incurred in the performance of the work and service terminated, including initial costs and preparatory expenses allocable thereto, but exclusive of any costs attributable to the work and services paid or to be paid for under Paragraph 11 (e)(i) hereof;

(2) The cost of settling and paying claims arising out of the termination of work or services under subcontracts or orders as provided in Paragraph 11 (b)(v) above, which are properly chargeable to the terminated portion of the contract exclusive of amounts paid or payable on account of work or services delivered or furnished by subcontractors prior to the effective date of termination, which amounts shall be included in the costs payable under Paragraph 11 (a) above; and

(3) A sum, as profit on Paragraph 11, determined by the Contract Administrator to be fair and reasonable, not to exceed 5% of the Task Authorization.

(iii) In the event the contract is terminated because of Engineer's default, the City may take over the work and services and complete the same by contract or otherwise, and the Engineer shall be liable to the City for any increased cost of the project.

12. *Examination of Records*

(a) The Engineer agrees that the City, or any duly authorized representative, shall, until the expiration of five (5) years after final payment hereunder, have access to and the right to examine and copy any pertinent books, documents, papers and records of the Engineer involving transactions related to this Contract.

(b) The Engineer further agrees to include in any subcontract for more than $10,000 entered into as a result of this Contract, a provision to the effect that the subcontractor agrees that the City or any duly authorized representative shall, until the expiration of five (5) years after final payment under the subcontract, have access to and the right to examine and copy any pertinent books, documents, papers and records of such Engineer involved in transactions related to such subcontract, or this Contract. The term subcontract as used herein shall exclude purchase orders for public utility services at rates established for uniform applicability to the general public.

(c) The period of access provided in subparagraphs (a) and (b) above for records, books, documents and papers which may relate to any arbitration, litigation, or the settlement of claims arising out of the performance

of this contract or any subcontract shall continue until any appeals, arbitration, litigation or claims shall have been finally disposed of.

13. *Public Records Compliance*. Engineer shall comply with public records laws as set forth in Chapter 119, Florida Statutes, and shall specifically:

(a) Keep and maintain public records required by the City to perform the service.

(b) Upon request from the City's custodian of public records, provide the City with a copy of the requested record or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Section 119, Florida Statutes, or as otherwise provided by law.

(c) Ensure that public records that are 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 Engineer does not transfer the records to the City.

(d) Upon completion of the Contract, Engineer shall transfer to the City, at no cost, all public records in possession of the Engineer and destroy any duplicate public records that are exempt from public records disclosure requirements. 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.

If Engineer does not comply with a public records request, the City shall deem the non-compliance a breach of this Contract, and the Engineer may be subject to penalties under Section 119.10, Florida Statutes.

**ENGINEER QUESTIONS RELATING TO ENGINEER'S DUTIES TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT MUST BE FORWARDED TO THE OFFICE OF THE CITY CLERK, CITY HALL, 1000 CITY CENTER CIRCLE, PORT ORANGE, FLORIDA 32129; TELEPHONE: (386) 506-5563; E-MAIL: CITYCLERK@PORT-ORANGE.ORG.**

14. *Termination for Non-Appropriation of Funds*. If funds are not appropriated for any succeeding fiscal years subsequent to the one in which this contract is entered into, for the purpose of this Contract, then the City may terminate this Contract upon thirty (30) days prior written notice to the Engineer. Should termination be accomplished in accordance with this Section, the City shall be liable only for payments due through the date of termination. The City agrees that should it terminate in accordance with this Section, it shall not obtain services which are substantially equal to or similar to those for which this contract was entered into. This provision shall survive any termination of the Contract.

15. *Insurance*

(a) Engineer shall maintain insurance during the life of this Contract. Engineer shall provide to the City a certificate of insurance identifying the City of Port Orange as an additional insured. The Engineer shall furnish policies and certificates of insurance to the City for review and approval on initial contract date and thereafter at least on each anniversary of the contract effective date. Failure of the Engineer to maintain a certificate of insurance in compliance or approval by the City of any policy of insurance shall not, relieve the Engineer from its responsibilities to provide the insurance coverage required herein. The certificates shall clearly indicate that the Engineer has obtained insurance of the type, amount and classification required by these provisions. No work shall be commenced until City has approved the policies. This Contract may be terminated by the City without penalty or expense, if policies requested hereunder are not provided to and approved by the City within thirty (30) days of the date hereof. The Engineer shall notify the City and to the City's designated insurance Risk Manager of any changes in or cancellations of coverage.

(b) For workers' compensation coverage, the bidder's insurance certificate shall include the insurer's waiver of subrogation in lieu of naming the city as an additional insured for workers' compensation. Policies other

than Workers' Compensation shall be issued by insurers licensed and/or duly authorized under Florida Law to do business in the State of Florida and all insuring companies are required to have a minimum rating of "A" in the "Best Key Rating Guide" published by A.M. Best & Company, Inc. Policies for Workers' Compensation may be issued by companies authorized as a group self-insurer by F.S. 440.572. Engineer shall not commence work under this Agreement until the City has received a certificate or certificates of insurance and endorsement evidencing the required insurance. Engineer shall be solely responsible to provide the City written original certificate, notice of cancellation, nonrenewal or any other changes in coverage no later than ten (10) days prior to the effective date of the change.

The City reserves the right to increase insurance coverage as determined for higher risk contracts and shall reimburse the Engineer for the reasonable additional costs of increased coverage. The Engineer shall maintain the following coverages:

| Required Insurance | Insurance | Standards | Comments |
|---|---|---|---|
| ☒ | Workers' Compensation Limits:<br><br>Additional Coverage: | Coverage A - Statutory<br>Coverage B - $100,000<br><br>All States (Broad Form) Voluntary Compensation | If the contract requires work on or about navigable waters, require Longshoreman's and Harbor Workers' Coverage. If vessels involved, require Jones Act coverage with limits of $500,000. |
| ☒ | Comprehensive General Liability (including Completed Operations and Contractual Liability Limits: | Combined Single Limit Bodily Injury and Property damage<br>$500,000 occurrence<br>$1,000,000 Aggregate | When the Contract work on or under Railroad rights of way or properties, the Engineer shall take out and maintain during the life of the Contract, Railroad protective liability and property damage insurance in amounts as requested by the Railroad. |
| ☒ | Comprehensive Business, Automobile Liability to include all automobiles. Limits:<br><br>Additional Coverage: | Auto Liability Body Injury: $100,000 each person<br>$300,000 each occurrence.<br><br>Property Damage Liability $100,000 each occurrence.<br><br>Non-Owned, Hired Car | Or $500,000 Combined Single Limit for Bodily Injury and Property Damage. |
| ☒ | Professional Liability (Errors & Omissions) Limits: | Coverage- $1,000,000 minimum | |

16. *Sovereign Immunity*. The City expressly retains all rights, benefits and immunities of sovereign immunity in accordance with Section 768.28, Florida Statutes. Notwithstanding anything set forth in any section of this Contract to the contrary, nothing in this Contract shall be deemed as a waiver of immunity or limits of liability of the City beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature

or may be adopted by the Florida Legislature and the cap on the amount and liability of the City for damages regardless of the number or nature of claims in tort or equity shall not exceed the dollar amount set by the legislature for tort. Nothing in this Contract shall inure to the benefit of any third party for the purpose of allowing any claim against the City which would otherwise be barred under the Doctrine of Sovereign Immunity or operation of law.

17. *Liability for Loss or Damage*. Engineer shall be liable for any loss of, or damage to, City property caused by the negligence, recklessness, or intended wrongful misconduct of Engineer, its agents, servants and employees and shall indemnify and save the City harmless against all actions, proceedings, claims, demands, costs, damages and expenses, including attorney's fees, by reason of any suit or action brought for any actual or alleged injury to or death of any person or damage to property other than City property, resulting from the performance of the Contract by Engineer, its agents, servants and employees. Engineer shall submit a full written report to the Finance Director within twenty-four (24) hours following the occurrence of such damage, loss or injury.

18. *Non-discrimination*. During the performance of this Contract, Engineer agrees as follows:

(a) Engineer will not discriminate against any employee or applicant for employment because of race, religion, color, sex, disability, marital status, age or national origin, except where such is a bona-fide occupational qualification reasonably necessary to the normal operation of Engineer. Engineer agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause. Engineer agrees and fully supports and complies with the Americans with Disabilities Act of 1990.

(b) Engineer shall state in all solicitations or advertisements for employees placed by or on behalf of Engineer that Engineer is an equal opportunity employer.

(c) Engineer shall be solely responsible for compliance with all federal, state and local laws, rules and regulations prohibiting discrimination of its officers, agents, employees and subcontractors. Engineer shall post notices, advertisements and solicitations in accordance with federal law, rule or regulation. Engineer shall include the provisions of the foregoing subparagraphs (a), (b), and (c) in every subcontract or purchase order of over $10,000 so that the provisions will be binding upon each subcontractor or vendor.

19. *E-Verify*. Engineer shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Engineer during the term of this Contract and shall expressly require any subcontractor performing services pursuant to this Contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the term of this Contract.

20. *Disputes*. The City Manager, who shall reduce his decision to writing and mail or otherwise furnish a copy thereof to Engineer, shall decide disputes with respect to this Contract in the first instance. The decision shall be final and binding unless, within ten (10) days from the date of receipt of the decision of the City Manager, appeal is made to the City Council. The decision of the City Council shall be final and binding unless set aside by a court of competent jurisdiction as fraudulent, capricious, arbitrary, or so grossly erroneous as necessary to imply bad faith, or not to be supported by any evidence. Pending a final determination of a properly appealed decision of the City Council, Engineer shall proceed diligently with the performance of this Contract in accordance with that decision.

21. *Force Majeure*. Neither party shall be liable for any delay in performance or failure to perform any obligation hereunder if, and to the extent that, such failure or delay is caused by an event of Force Majeure. Force Majeure shall mean any act, event or condition that is beyond the party's reasonable control, that materially and adversely affects the party's ability to perform its obligations hereunder, and that is not the result of the party's willful neglect, error, omission or failure to exercise reasonable due diligence.

22. *Controlling Law*. **THIS AGREEMENT CONTAINS IMPORTANT MATTERS AFFECTING LEGAL RIGHTS AND IS ACCEPTED AND ENTERED INTO IN FLORIDA AND ANY QUESTION REGARDING ITS VALIDITY, CONSTRUCTION, ENFORCEMENT, OR PERFORMANCE SHALL BE GOVERNED BY FLORIDA LAW. ANY LEGAL PROCEEDING ARISING FROM OR IN ANY WAY REGARDING THE AGREEMENT SHALL HAVE ITS VENUE LOCATED EXCLUSIVELY IN THE CIRCUIT COURT OF VOLUSIA COUNTY, FLORIDA, AND THE PARTIES HEREBY EXPRESSLY CONSENT AND SUBMIT THEMSELVES TO THE PERSONAL JURISDICTION AND VENUE OF THE COURT.**

23. *Additional Provisions*. This Contract includes all additional provisions as may have been outlined in Request for Statement of Qualifications identified herein and any attachments or exhibits to this Contract whether delivered herewith or subsequently approved as a part hereof.

24. *Integration*. This Contract and the documents incorporated herein by reference shall constitute the whole agreement between the parties. There are no promises, terms, conditions, or obligations other than those contained herein, and this Contract shall supersede all previous communications, representations, or agreements, written or verbal, between the parties hereto.

25. *Notice*. For purposes of this agreement, notices shall be sent as follows:

City:
City of Port Orange
Attention: City Manager
1000 City Center Circle
Port Orange, Florida 32129
(386) 506-5501

Copy to:
City of Port Orange
Attention: *(Department Head Requesting Service)*
1000 City Center Circle
Port Orange, Florida 32129
(386) 506-5500

Engineer:
Dredging & Marine Consultants, L.L.C.
Attention: Shailesh K. Patel, Managing Member
4643 S. Clyde Morris Blvd.,
Unit 302
Port Orange, Florida 32129
(386) 304-6505
spatel@dmces.com

Any notice or other communication given under the Contract will be in writing and delivered by hand, sent by facsimile (provided acknowledgement of receipt thereof is delivered to the sender), sent by certified, registered mail, or sent by any nationally recognized overnight courier service to the addresses provided herein. The parties may, from time to time and at any time, change their respective addresses and each will have the right to specify as its address any other address by at least 10 days written notice to the other party.

26. *Contract Construction*

This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same instrument. The delivery by facsimile or e-mail of an executed copy of this Agreement shall be deemed valid as if an original signature was delivered except for the bond. No contract shall be formed between Engineer and the City until the City signs this Agreement.

27. *Authority to Sign*. Each person signing this Agreement warrants that he or she is duly authorized to do so and to bind the respective party to the Agreement.

***[Remainder of this page intentionally left blank]***

Witnesses:

Rosalee C. Wiggins

Printed Name: Rosalee C. Wiggins

Printed Name: Neils Cyzewski

**Dredging & Marine Consultants, L.L.C.**

By: _____

Shailesh K. Patel, Managing Member

*If this Contract is signed by an individual not identified as the President of the corporation in the records of the Florida Department of State, Division of Corporations, please provide written authorization for that individual to enter into contracts on behalf of the corporation.*

Date: 2-14-2017

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this 14th day of February, 2017, by Shailesh K. Patel, as Managing Member of Dredging & Marine Consultants, L.L.C., a Florida limited liability corporation, and who:

*[Notary: Please select one]*

☒ is personally known to me; or

☐ has produced _____ as identification.

Rosalee C. Wiggins

Notary Public, State of Florida

*Printed, typed or stamped name, commission and expiration:*

NOTARY PUBLIC STATE OF FLORIDA

ROSALEE C. WIGGINS
MY COMMISSION # FF 928647
EXPIRES: December 25, 2019
Bonded Thru Budget Notary Services

Witnesses:

**CITY OF PORT ORANGE**

Cynthia K Rivera
Printed Name: Cynthia K. Rivera

By: Donald O Burnette
Donald O. Burnette, Mayor

Barbara J Abbate
Printed Name: Barbara J. Abbate

Date: 2/14/17

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this 14th day of February 2017, by Donald O. Burnette, as Mayor of the City of Port Orange, a Florida municipal corporation, on behalf of the city, and who is personally known to me.

Notary Public State of Florida
Barbara J Abbate
My Commission EE 884422
Expires 04/26/2017

Barbara J Abbate
Notary Public, State of Florida
*Printed, typed or stamped name, commission and expiration:*

Witnesses:

**ATTEST:**

Cynthia K. Rivera
Printed Name: Cynthia K. Rivera

By: Robin L Fenwick
Robin L. Fenwick, CMC, City Clerk

Barbara J Abbate
Printed Name: Barbara J. Abbate

Date: 2/14/17

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this 14th day of February, 2017, by Robin L. Fenwick, as City Clerk of the City of Port Orange, a Florida municipal corporation, on behalf of the city, and who is personally known to me.

Notary Public State of Florida
Barbara J Abbate
My Commission EE 884422
Expires 04/26/2017

Barbara J Abbate
Notary Public, State of Florida
*Printed, typed or stamped name, commission and expiration:*

*[CA 5672]*

# EXHIBIT "1"

(Consisting of 3 pages)

**TASK AUTHORIZATION NO. __**
**Standard Contract for Services dated _____**
**Between the City of Port Orange, Florida and Dredging & Marine Consultants, LLC**

THIS Task Authorization is entered into by and between the **CITY OF PORT ORANGE, FLORIDA**, a chartered municipal corporation with its principal place of business at 1000 City Center Circle, Port Orange, Florida 32129 (the "City") and **DREDGING & MARINE CONSULTANTS, LLC**, a Florida corporation with its principal place of business at 4643 South Clyde Morris Boulevard, Port Orange, Florida 32129 ("Contractor"), and hereinafter collectively referred to as the "Parties," and is to that certain Master Contract for Engineering Services dated _____, and any amendments thereto, hereinafter collectively referred to as the "Contract." The Parties, in exchange for the mutual covenants contained herein and in the Contract, agree as follows:

1. This Task Authorization expressly modifies the Contract and in the event of a conflict, the terms and conditions of this Task Authorization shall prevail.

2. The Contract Administrator may be contacted as follows:

   Name: _____

   Address: _____

   Phone: _____

   Mobile: _____

   E-Mail: _____

3. In addition to all other terms and conditions contained in the Contract, Contractor shall provide services relating to _____ as more particularly described in the Scope of Services attached hereto and incorporated herein as Task Authorization Exhibit "A."

4. Contractor shall complete the services to be provided herein within _____ days of the date of written notice by the City to the Contractor.

5. In return for the services identified above, the City agrees to compensate Contractor at the prices set forth in Exhibit "__" attached hereto and made a part hereof for all purposes, subject to a limit up to but not to exceed $_____. All payments shall be governed by the Local Government Prompt Payment Act as set forth in Sections 218.70 through 218.79, Florida Statutes, as amended.

6. Contractor shall provide a 100% Combination Payment and Performance Bond in accordance with Florida Statutes Section 255.05, including the Front Page and Certificate for Filing in Public Records, in a form substantially similar to the forms attached hereto as Task Authorization Exhibit "B," and acceptable to the Port Orange City Attorney, and recorded with the Clerk of Volusia County at Contractor's expense. A separate bond shall be provided from the Surety which identifies and covers the scope of work for the project stated in this Task Authorization along with all other provisions of this Task Authorization with the penal sum of such bond being not less that the contract sum described in this Task Authorization. If any surety bond furnished in connection with this Task Authorization becomes unacceptable to the City, Contractor shall promptly furnish such additional security as may be required from time to time to protect the interests of the City and a person supplying labor and materials in the prosecution of work contemplated by this Task Authorization No. __.

7. This Task Authorization may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same instrument. The delivery by facsimile or e-mail of an executed copy of this Task Authorization shall be deemed valid as if an original signature was delivered. No contract shall be formed between the Contractor and the City until the City signs this Task Authorization.

IN WITNESS WHEREOF, the Parties have made and executed this Task Authorization for the purposes herein expressed on the dates set forth below.

Witnesses:

**DREDGING & MARINE CONSULTANTS, LLC**

_____ By:_____

Printed Name:_____ Shailesh K. Patel, Managing Member

*If this Contract is signed by an individual not identified as the President of the corporation in the records of the Florida Department of State, Division of Corporations, please provide written authorization for that individual to enter into contracts on behalf of the corporation.*

_____ Date:_____

Printed Name:_____

Witnesses:

**CITY OF PORT ORANGE**

_____ By:_____
Printed Name:_____ Donald O. Burnette, Mayor

_____ Date:_____
Printed Name:_____

Witnesses:

**ATTEST:**

_____ By:_____
Printed Name:_____ Robin L. Fenwick, CMC, City Clerk

_____ Date:_____
Printed Name:_____

*[CA 5672]*

**HOURLY RATE SCHEDULE**

**CONTRACT FOR PROFESSIONAL ENGINEERING SERVICES**
**CITY OF PORT ORANGE RFSQ # 16-32**

The following schedule provides a maximum direct salary hourly rate for the disciplines, which are likely to be engaged for projects associated with the contract referenced above for the City of Port Orange.

**COMPANY NAME: Dredging & Marine Consultants, LLC**

| Category of Employee | Hourly Rate |
|---|---|
| Principal | $150.00 |
| Lead Engineer & Scientist | $135.00 |
| Project Manager | $120.00 |
| Senior Professional | $110.00 |
| Engineering Professional | $ 95.00 |
| Environmental Professional | $ 85.00 |
| **Technical Support Staff** | |
| CADD Technician | $ 75.00 |
| Grants / Programmer / Modeler | $ 70.00 |
| Administrative / Accounting | $ 55.00 |
| **Construction Inspection / Administration** | |
| Construction Manager | $ 95.00 |
| Senior Resident Inspector | $ 85.00 |
| Environmental/Construction Inspector | $ 70.00 |
| Field Technician | $ 65.00 |
| **Expenses** | |
| Jon Boat (per day) | $250.00 |
| Turbidity Meter/Standards (per day) | $50.00 |
| Sediment Sampler (per day) | $75.00 |
| *Mediation, Deposition, Court Appearance (min. 4 hrs + Expenses) | 1.5 x Hourly Rate |

**EXHIBIT "2"**

Dredging & Marine Consultants
DMC
ENGINEERS • SCIENTISTS

January 25, 2017

Ms. Susan Lovallo
Parks and Recreation Director
City of Port Orange
4655 City Center Circle
Port Orange, Fl 32129

**RE: Causeway Park Small Boat Ramp Repair (Floating Concrete Docks) & Causeway Park Fishing Pier Improvements**
**Engineering Design, Permitting, Bidding & Construction Management**

Ms. Lovallo:

**Dredging & Marine Consultants LLC (DMC)** is pleased to submit the following proposal to provide engineering design and permitting for repair of the small existing boat ramp located on the west side of the parking lot at Causeway Park that was damaged during the Hurricane Matthew storm event. In addition, DMC will provide bidding and construction management services for the small boat ramp repairs as well as replacement of the T-pier, westside fishing pier and removal of the eastside fishing pier.

**Scope of Services:** DMC will assist with the following services as indicated in the tasks below. If any of the below tasks are deemed un-necessary by the client or regulatory agencies as the project progresses tasks can be removed or scaled back upon request.

1. ***Structure and Hydrographic Survey*** – DMC will coordinate a location survey of the existing structures and the depths in the project area. All elevations will be referenced to Mean Low Water (MLW) and horizontal positioning NGVD 1929.

2. ***Geotechnical Testing*** – DMC will complete an in-water standard penetration test (SPT) boring to a depth of 40 feet below existing river bottom to determine the stability and load bearing capacity of the river bottom substrate in the project area. This information will be critical to boat ramp and piling design.

3. ***Engineering Design*** – DMC will assess the existing structure and design a replacement system utilizing floating concrete docks. Plans will be submitted to the City at 30, 60 and 90 percent complete. A cost estimate for the proposed improvements will accompany each submittal.

4. ***Permitting*** – DMC will submit a complete environmental resource permit (ERP) application to complete the proposed improvements. In addition, DMC will respond to any requests for additional information received from the regulatory agencies during the permitting process. **This task does not include any permit fees; they will be the responsibility of the City.**

5. ***Bidding*** – DMC will assemble a bid package for the small boat ramp repairs as well as replacement of the T-pier and westside fishing pier and removal of the eastside fishing pier including; bid sheet, technical specifications, and engineers cost estimate to solicit bids for the proposed improvements. In addition, DMC staff will conduct a pre-bid meeting and respond to all requests for additional information (RFI's) submitted by the contractors during the bidding process.

6. ***Construction Management*** – During the construction of all Causeway Park In-water Improvements DMC staff will provide onsite construction inspection as well as response to contractor RFI's, review of shop drawings submittals, review and verification of pay applications, attend progress meetings and provide onsite engineering solutions to any issues encountered during construction.

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spatel@dmces.com • www.dmces.com

**EXHIBIT "A"**

**Budget:** This work can be accomplished for a lump sum fee of **$66,600** with the understanding that Task 6 will be paid on an hourly fee with a not to exceed limit. The costs per task are as follows:

1. ***Structure and Hydrographic Survey – $3,100***
2. ***Geotechnical Boring – $5,300***
3. ***Engineering Design – $16,800***
4. ***Permitting – $5,200***
5. ***Bidding – $6,200***
6. ***Construction Management – Not to exceed $30,000 based on $95/ hr Construction Manager/ Engineer and $70/hr Onsite Inspector***

**Schedule:** These services will be completed according to the Clients project timeline from the date of Notice-to-Proceed. However permitting may delay the project timeline.

Should you have any further questions please call 386-304-6505. We look forward to your authorization (Notice-to-Proceed) and to working with you on this project. Thank you.

Respectfully,
***Dredging & Marine Consultants, LLC***

Niles Cyzycki
Project Manager





**EXHIBIT "A"**

**TASK AUTHORIZATION NO. 3**
**Master Contract for Engineering Services dated February 14, 2017**
**Between the City of Port Orange, Florida and Dredging & Marine Consultants, LLC**

THIS Task Authorization is entered into by and between the **CITY OF PORT ORANGE, FLORIDA**, a chartered municipal corporation with its principal place of business at 1000 City Center Circle, Port Orange, Florida 32129 (the "City") and **DREDGING & MARINE CONSULTANTS, LLC**, a Florida corporation with its principal place of business at 4643 South Clyde Morris Boulevard, Unit 302, Port Orange, Florida 32129 ("Contractor"), and hereinafter collectively referred to as the "Parties," and is to that certain Master Contract for Engineering Services dated February 14, 2017, and any amendments thereto, hereinafter collectively referred to as the "Contract." The Parties, in exchange for the mutual covenants contained herein and in the Contract, agree as follows:

1. This Task Authorization expressly modifies the Contract and in the event of a conflict, the terms and conditions of this Task Authorization shall prevail.

2. The Contract Administrator may be contacted as follows:

   Name: Susan Lovallo, Parks and Recreation Director
   Address: City of Port Orange
   Attention: Susan Lovallo, Parks and Recreation Director
   1000 City Center Circle
   Port Orange, Florida 32129
   Phone: (386) 506-5852
   E-Mail: slovallo@port-orange.org

3. In addition to all other terms and conditions contained in the Contract, Contractor shall provide services relating to the Causeway Park South Parking and Boat Ramp Improvements Engineering Design, Permitting, Bidding and Construction Management, and as more particularly described in the Scope of Services attached hereto and incorporated herein as Exhibit "1."

4. Services to be provided herein shall be completed within 365 days from the date of written Notice to Proceed issued by the City to the Contractor.

5. In return for the services identified above, the City agrees to compensate Contractor at the prices set forth in Exhibit "1" attached hereto and made a part hereof for all purposes, subject to a limit not to exceed $115,710.00. All payments shall be governed by the Local Government Prompt Payment Act as set forth in Sections 218.70 through 218.79, Florida Statutes, as amended.

6. This Task Authorization may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same instrument. The delivery by facsimile or e-mail of an executed copy of this Task Authorization shall be deemed valid as if an original signature was delivered. No contract shall be formed between the Contractor and the City until the City signs this Task Authorization.

IN WITNESS WHEREOF, the Parties have made and executed this Task Authorization for the purposes herein expressed on the dates set forth below.

Witnesses:

**DREDGING & MARINE CONSULTANTS, LLC**

Printed Name: Dhilan Patel

By: _____
Shailesh K. Patel, Managing Member

*If this Contract is signed by an individual not identified as an Officer of the Entity in the records of the Florida Department of State, Division of Corporations, please provide written authorization for that individual to enter into contracts on behalf of the Entity.*

Printed Name: Natalie Tejada

Date: 3-22-2023

**CITY OF PORT ORANGE**

By:_____
Donald O. Burnette, Mayor

Date: 4/4/2023

**ATTEST:**

By:_____
Robin L. Fenwick, MMC, City Clerk

Date: 4/4/2023

*[CA 5672]*

# EXHIBIT "1"

## Contractor's Quote

Consisting of 2 Pages

Dredging & Marine Consultants
DMC
ENGINEERS • SCIENTISTS

February 6, 2023

Susan Lovallo
Parks and Recreation Director
City of Port Orange
1000 City Center Circle
Port Orange, Fl 32129

**RE: Causeway Park South Parking and Boat Ramp Improvements**
**Engineering Design, Permitting, Bidding & Construction Management**

Ms. Lovallo:

**Dredging & Marine Consultants LLC (DMC)** is pleased to submit the following proposal to provide engineering design, permitting, bidding and construction management services for improvements to the causeway southern boat ramp facility under the Dunlawton Bridge. Improvements will made to parking, drainage, boat launch efficiency, dockage for safer access, and ramp slope.

**Scope of Services:** DMC will assist with the following services as indicated in the tasks below.

***Task 1: Field Investigations*** – DMC will coordinate a current survey of the site and launch area in the water to determine current depths. This will assist in determining any sediment removal, if required, and potentially improving the boat ramp launch slopes. Up to two Standard Penetration Test borings to a depth of 40 feet will be completed for embedment of the floating system piles. DMC will also visit the site during weekends to observe the use of the launch at peak times to address improvements to the turn areas for launch and boat sizes that utilize this facility.

***Task 2: Engineering Design*** – Site visits in Task 1 will be used to determine further improvements so that boaters can launch efficiently at this heavily utilized launch facility. We will review the current ramp slope and if possible, increase the slope or consider two slopes to improve floatation during conversion from the current fixed accessory wood docks to a full floating system. Our design considerations will include improving the parking, drainage, boat launch efficiency, dockage for safer access, and ramp slope. DMC will take into account cost-effective alternative materials that could offer the City a more sustainable and facility.

***Task 3: Permitting*** – DMC will submit and secure both Florida Department of Environmental protection and the U.S. Army Corps of Engineers permits. DMC will communicate with the agencies to efficiently submit and secure permits. DMC will prepare all the necessary data and tables along with responding to all Requests or Additional Information. This task does not include any permit fees. Permit fees will be paid by the client and DMC will assist the city with this aspect, as required.

***Task 4: Bidding Assistance & Construction Management*** - DMC will assist the City's procurement department with bid preparation and advertisement of this project. DMC will attend the pre-bid meeting and assist with addendum preparation by responding to any request for additional information, clarification questions submitted with regards to the plans and specifications by the contractors. DMC will also assist City with bid tabulation, reference checks and contractor recommendation, as may be needed. Once a contractor has been selected for project construction, DMC will provide construction management services until project completion. DMC will:

- Coordinate and attend the pre-construction meeting.
- Review of emergency and safety plans, including Maintenance of Traffic plan, if required.
- Review of shop drawings, product information sheets, logs, geotechnical testing results and other required submittals, as applicable.

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spatel@dmces.com • www.dmces.com

- Field verification of products and materials.
- Conducting routine site visits to monitor construction activity and conformance with the plans and technical specifications. All site visits will be documented with photographs and weekly field activity reports. Site visits will also be conducted at critical stages of construction or for any unforeseen conditions that require immediate conflict resolution. This is not a full-time inspection as City requires other firms for this requirement.
- Review of pay applications submitted by the contractor and making recommendations for payment or revision.
- Answering any technical questions raised by the contractor during construction, and/or clarifying any items in the plans or technical specifications, if required.
- Review red-lined plans indicating any deviations from the plans and/or technical specifications that were agreed upon at the site during construction.
- Schedule a project walkthrough when the contractor has determined the project to be substantially complete and will generate a punch-list of items to be addressed by the contractor before the project can be accepted as fully complete.
- Assist with securing documents for Release of Liens
- Review of as-built drawings and preparation of recommendations to correct any noted deficiencies.
- Submittal of as-built drawings and other required close-out documents to appropriate regulatory agencies.

**Budget:** DMC proposes to perform the above services, including expenses, for a Lump Sum fee not to exceed $115,710.00. DMC will invoice the Client monthly for services rendered.
Task 1 – Field Investigations: $19,660.00
Task 2 – Engineering Design: $34,860.00
Task 3 – Permitting: $18,410.00
Task 4 – Bidding Assistance & Construction Management: $42,780.00

**Schedule:** DMC approximates 8 months to complete all design and permitting work. It is possible that delays may arise in the permitting process, however DMC will assist in expediting permitting responses. Task 4 will likely require one year based on City funding availability.

Should you have any further questions please call 386-304-6505. We look forward to your authorization (Notice-to-Proceed) and to working with you on this project. Thank you.

Respectfully,
***Dredging & Marine Consultants, LLC***

Shailesh K. Patel
Senior Project Manager

**2025 FLORIDA LIMITED LIABILITY COMPANY ANNUAL REPORT**

**FILED**
**Jan 18, 2025**
**Secretary of State**
**9310020689CC**

DOCUMENT# L02000024010

**Entity Name:** DREDGING & MARINE CONSULTANTS, L.L.C.

**Current Principal Place of Business:**

4643 S. CLYDE MORRIS BLVD.
UNIT 302
PORT ORANGE, FL 32129

**Current Mailing Address:**

4643 S. CLYDE MORRIS BLVD.
UNIT 302
PORT ORANGE, FL 32129 US

**FEI Number: 32-0031996**

**Certificate of Status Desired:** Yes

**Name and Address of Current Registered Agent:**

PATEL, SHAILESH K
4643 S. CLYDE MORRIS BLVD.
UNIT 302
PORT ORANGE, FL 32129 US

*The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.*

SIGNATURE:

Electronic Signature of Registered Agent — Date

**Authorized Person(s) Detail :**

| | |
|---|---|
| Title | MGRM |
| Name | PATEL, SHAILESH K |
| Address | 4643 S. CLYDE MORRIS BLVD.<br>UNIT 302 |
| City-State-Zip: | PORT ORANGE FL 32129 |

*I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am a managing member or manager of the limited liability company or the receiver or trustee empowered to execute this report as required by Chapter 605, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.*

SIGNATURE: SHAILESH K PATEL MANAGING MEMBER 01/18/2025

Electronic Signature of Signing Authorized Person(s) Detail — Date

Dredging & Marine Consultants
DMC
ENGINEERS • SCIENTISTS

March 10, 2026

Susan Lovallo
Parks and Recreation Director
City of Port Orange
1000 City Center Circle
Port Orange, Fl 32129

**RE: Causeway Park South Parking and Boat Ramp Improvements**
**Engineering Design, Permitting, Bidding & Construction Management**

**Amendment to Existing Contract: Task 5: CDBG Compliance Assistance Services**

Ms. Lovallo:

**Dredging & Marine Consultants LLC (DMC)** is pleased to submit the following proposal to amend the above-referenced contract to provide additional services for CDBG Grant compliance. DMC will provide monthly on-site wage verification and assist with documentation and coordinate with the City's Grants Consultant, as may be needed. These services will be initiated upon approval by the City through the duration of the construction period. This work will be amended as a subsequent task as indicated below.

***Task 5: CDBG Grant Compliance Assistance* -** DMC will assist the City's Grant Consultant with CDBG requirements and reporting. DMC staff will conduct monthly wage verification on site and preparation documents for submittals. These services may include preparation of project progress and reporting for the grant until final completion.

**Budget:** DMC proposes to perform the above services, including expenses, on a Time and Materials Basis for a Not-to-Exceed Sum indicated below. DMC will invoice the Client monthly for services rendered with hours and professional services rate.
Task 5– Time & Materials, Not-to-Exceed: $10,000.00

**Schedule:** DMC will complete the said services through final completion of the construction of the project.

Should you have any further questions please call 386-304-6505. We look forward to your authorization (Notice-to-Proceed) and to working with you on this project. Thank you.

Respectfully,
***Dredging & Marine Consultants, LLC***

Shailesh K. Patel
Senior Project Manager

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spatel@dmces.com • www.dmces.com

# City of Port Orange

Agreement

## RENEWAL FORM

*****THIS FORM IS VALID IF EXECUTED PRIOR TO THE ORIGINAL AGREEMENT/CONTRACT EXPIRATION DATE.*****

*To be completed by Contractor:*

**YES** ✓ **We desire to renew this agreement for another term at the same price, requirements, specifications, and conditions as the previous term as per the following:**

- ☑ Standard Contract for Service CA No. 5672
- ☐ Piggyback Agreement CA No. _____
- ☐ Purchase Order No. _____

**Term** From: February 14, 2017 To: February 14, 2022

**Attached:**

- ☐ Updated Bond
- ☑ Insurance Certificate/City as additional insured

**NO** ____ **We do not desire to renew this agreement for another term.**

*Verify your records by providing the following information:*

Name of Company / Organization: Dredging & Marine Consultants, LLC (DMC)

Name of Contact Person: Shailesh K. Patel

Mailing Address: 4643 S. Clyde Morris Blvd., Unit 302, Port Orange, FL 32129

Email Contact Address: spatel@dmces.com

Phone: (386) 304-6505 Fax: (386) 304-6506

IF THIS RENEWAL IS NOT SIGNED BY THE CONTRACTOR'S LEGALLY AUTHORIZED PERSON, THEN ATTACH WRITTEN AUTHORIZATION TO ENTER INTO CONTRACTS ON BEHALF OF THE CONTRACTOR FOR THE PERSON WHO SIGNS.

**Contractor's Authorized Representative:** _____ **Date:** 10/16/2019
Signature

*For City Use Only:*

**Department completes the following:**

- x Renewal Accepted
- x Insurance attached **OR**
- Bond attached
- Insurance waived per Agreement

Agreement Expiration: **February 14, 2022**

**City Manager:** _____ **Date:** 12·17·19

**Please return to the City of Port Orange as follows:**

Department: **Community Development** Telephone: **506-5661**

Contact: **Margaret Tomlinson** Fax: **506-5699**

Email: **mtomlinson@port-orange.org**

**Completed Form Must Be Returned to the City Clerk for Recordation**

# City of Port Orange

Agreement

## RENEWAL FORM

*****THIS FORM IS VALID IF EXECUTED PRIOR TO THE ORIGINAL AGREEMENT/CONTRACT EXPIRATION DATE.*****

To be completed by Contractor:

**YES** ✓ **We desire to renew this agreement for another term at the same price, requirements, specifications, and conditions as the previous term as per the following:**

- ☑ Standard Contract for Service CA No. 5672
- ☐ Piggyback Agreement CA No. _____
- ☐ Purchase Order No. _____

**Term** From: February 14, 2017 To: February 14, 2024

**Provided to City:**

☐ Updated Bond ☑ Insurance Certificate/City as additional insured and Waiver of Subrogation for WC

**NO** ____ **We do not desire to renew this agreement for another term.**

*Verify your records by providing the following information:*

Name of Company / Organization: Dredging & Marine Consultants, LLC.

Name of Contact Person: Shailesh K. Patel

Mailing Address: 4643 S. Clyde Morris Blvd. Unit 302, Port Orange, FL 32129

Email Contact Address: spatel@dmces.com

Phone: (386) 304-6505 Fax: (386) 304-6506

IF THIS RENEWAL IS NOT SIGNED BY THE CONTRACTOR'S LEGALLY AUTHORIZED PERSON, THEN ATTACH WRITTEN AUTHORIZATION TO ENTER INTO CONTRACTS ON BEHALF OF THE CONTRACTOR FOR THE PERSON WHO SIGNS.

**Contractor's Authorized Representative:** _____ **Date:** December 17, 2021

Signature

*For City Use Only:*

**Department completes the following:**

☒ Renewal Accepted by the Department ☐ Bond received by the Department

☒ Insurance Certificate received by the Department **OR** ☐ Insurance waived by City Manager

Agreement Expiration: _____

**City Manager:** _____ **Date:** 2/15/2022

**Please return to the City of Port Orange as follows:**

Department: Community Development Telephone: 386-506-5661

Contact: Margaret Tomlinson Fax: 386-506-5699

Email: mtomlinson@port-orange.org

**Original Signed Form Must Be Returned to the City Clerk** **Revised 4/1/2020**

# CITY COUNCIL AGENDA ITEM

**COUNCIL MEETING DATE 6/2/2026**

---

**SUBJECT:** (B7b) Approval of Change Order No. 2 to the Masci General Contractor, Inc. Contract for the St. John's River to Sea Loop Shared-Use Nonmotorized (SUN) Trail Project (CD221)

**DEPARTMENT:** Community Development

**GOAL:** 1 - Public Safety
2 - Infrastructure
3 - Quality of Life

---

**RECOMMENDED MOTION:** Move to approve Change Order No. 2 to the Masci General Contractor, Inc. contract for the St. John's River to Sea Loop Shared-Use Nonmotorized (SUN) Trail Project for an additional amount not to exceed $50,254.30, with a revised total contract amount of $1,721,847.72; and authorizing the Mayor and City Clerk to execute all required documents.

---

**SUMMARY:** Community Development staff is requesting approval of Change Order No. 2 to the construction contract ITB #25-13 awarded to Masci General Contractor, Inc., for the construction of the St. John's River to Sea (SJR2C) Loop Shared-Use Nonmotorized (SUN) Trail Project (FDOT #439865) (City of Port Orange Project #CD221). Change Order No. 2 includes modifications to the project due to unforeseen items discovered during construction, amounting to $50,254.30. Total change orders for the project equal $87,986.07, or 5.4% of the contract total. Change Order No. 2 also provides for an additional 6 days, 3 for holidays recognized under the FDOT and City calendars, and 3 for delays associated with water main and reclaim repairs.

Due to the complexity of this project, which is being constructed in an older area of the City with limited and less reliable underground infrastructure records, as well as within a wetland area, a contingency fund was included with this project to address unforeseen conditions and necessary field adjustments during construction. The additional work associated with these change orders was necessary to address unforeseen conditions encountered in the field and to ensure the project is completed in accordance with permitting and grant funding agency requirements. The majority of the work associated with both change orders remains eligible for state reimbursement.

Kimley-Horn, the City’s construction and engineering inspection firm, and the Engineer of Record, Stanley Consultants, have verified the validity of the work, material quantities, and unit costs. A summary of the required changes and associated costs is as follows:

1. Adjustments to electrical service runs were necessary to support the installation of project electrical components, as coordinated in the field with the electrical service provider, Florida Power & Light (FPL), and to connect to the final designated power drop locations. During the design phase, coordinating with FPL on the exact power drop locations proved difficult, and design assumptions were made based on the information available at the time. The plans were subsequently reviewed by FPL, and “no conflict” documentation was provided during the design review process. Once the electrical contractor mobilized on site and formally requested installation of the FPL power drops, FPL field personnel identified that the originally anticipated service locations could not be utilized and directed that the power drop locations be shifted. This unforeseen field-directed change required longer electrical service runs and additional underground boring under Spruce Creek Road to reach the revised connection points. $19,099.39
2. Adjustments to the design and construction of the footings for pedestrian signal poles were necessary at specified locations to accommodate the proximity and shallow depth of existing stormwater culverts at the intersections of Spruce Creek Road at Dunlawton Avenue and Oak Street. During the design phase, the depth of the existing culverts was not identified. Once construction activities began and the contractor excavated for the pedestrian signal pole footings, the shallow depth and location of the existing stormwater culverts were encountered in the field. The unforeseen conflict required modifications to the footing design and construction methods to avoid impacts on the existing drainage infrastructure while maintaining the required structural support for the pedestrian signal poles. $9,850.12
3. Additional structural support for the boardwalk lighting posts to make them stronger and extend their lifespan by improving stability so they can better withstand wind, weather, and long-term wear, reduce maintenance needs, and increase durability over time. The original design for attaching the light poles to the boardwalk was reviewed and approved during plan review. However, after the boardwalk was constructed, it was determined during construction that additional structural support would be more prudent following field condition evaluations. The added structural support strengthens the attachment of the light poles to the boardwalk, improving stability and durability. It is intended to reduce long-term maintenance and repair needs for the light poles, particularly after wind events.$3,444.25
4. Additional work and delays were encountered during the project due to conflicts with existing potable water and reclaimed water utility infrastructure. During the initial phases of clearing and grading for the trail, existing potable and reclaimed water mains were encountered at locations that did not align with available utility records and field markings used during the design and construction planning phases. As construction progressed, the potable water main was inadvertently impacted on three separate occasions, resulting in emergency repairs and the reconstruction of previously completed trail sections. These impacts resulted from discrepancies between recorded utility locations and actual field conditions. In addition, an existing reclaimed water line was found to conflict with the proposed project infrastructure and was required to be relocated by the city. The city performed the utility relocation work, while the project contractor provided the necessary labor, excavation, equipment, and backfill operations to support the relocation and maintain project continuity. These conditions were unforeseen,

related to existing utility infrastructure, and resulted in additional work and delays. The associated costs totaled $17,860.54, resulting in a contract time extension of three (3) calendar days.

Upon execution of Change Order No. 2, the new contract total will be $1,721,847.72, which includes $80,000 in contingency funds approved previously by City Council, plus an additional $7,986.07. Funds are available in the CD 221 project budget. The adjusted final completion date for the project is August 2, 2026; however, the contractor is expected to complete the project ahead of schedule, and additional time is not anticipated.

Staff has discussed this with FDOT, and FDOT has indicated that items #1 and #2 included in this change order are anticipated to be eligible for reimbursement.

PRESENTER: Tim Burman

**ATTACHMENTS:**

| | | |
|---|---|---|
| 1. | Masci General Contractor SJR2C Loop SUN Trail Change Order No 2 439865 | Masci General Contractor SJR2C Loop SUN Trail Change Order No 2 439865.pdf |
| 2. | 439865 Change Order No 2 - Masci General Contractor SJR2C Loop SUN Trail | 439865 Change Order No 2 - Masci General Contractor SJR2C Loop SUN Trail.docx |
| 3. | Change Order No. 1 to EJCDC Agreement - Masci General Contractor, Inc. | Change Order No. 1 to EJCDC Agreement - Masci General Contractor, Inc..pdf |
| 4. | Kimley Horn CEI Review Letter - Masci CO#005 & 006 | Kimley Horn CEI Review Letter - Masci CO#005 & 006.pdf |
| 5. | Masci Change Order 005.2 - Additional Work at Service Entrance Locations R2 | Masci Change Order 005.2 - Additional Work at Service Entrance Locations R2.pdf |
| 6. | Masci Change order #006.2 - Spread footer- Direct Cost Worksheet | Masci Change order #006.2 - Spread footer- Direct Cost Worksheet.pdf |
| 7. | Kimley Horn CEI Review Letter - Masci CO#007 | Kimley Horn CEI Review Letter - Masci CO#007.pdf |
| 8. | Masci Change Order 007 Reclaimed Water Meter - Direct Costs Worksheet-20251105 R2 | Masci Change Order 007 Reclaimed Water Meter - Direct Costs Worksheet-20251105 R2.pdf |
| 9. | Masci Change Order 007 Water Main Break - Direct Costs Worksheet-20251031 R2 | Masci Change Order 007 Water Main Break - Direct Costs Worksheet-20251031 R2.pdf |
| 10. | Masci Change Order 007 Water Main Break - Direct Costs Worksheet-20251104 R2 | Masci Change Order 007 Water Main Break - Direct Costs Worksheet-20251104 R2.pdf |
| 11. | Masci Change Order 007 Water Main Break - Direct Costs Worksheet- | Masci Change Order 007 Water Main Break - Direct Costs Worksheet- |

| | | |
|---|---|---|
| | 20251106 R2 | 20251106 R2.pdf |
| 12. | Kimley Horn CEI Review Letter - Masci CO#008 | Kimley Horn CEI Review Letter - Masci CO#008.pdf |
| 13. | Masci Change order #008 - The addition of supports to Stabilize Light Post- Direct Cost Worksheet | Masci Change order #008 - The addition of supports to Stabilize Light Post- Direct Cost Worksheet.pdf |

| | |
|---|---|
| Lisa Epstein | Created/Initiated - 05/07/2026 |
| Tim Burman | Approved - 05/18/2026 |
| Sue Wang | Approved - 05/19/2026 |
| Shannon Balmer | Approved - 05/22/2026 |
| Wayne Clark | Final Approval - 05/26/2026 |

CHANGE ORDER NO. 2
To EJCDC Agreement dated August 19, 2025
**MASCI GENERAL CONTRACTOR, INC**, Contractor

Project: ITB 25-13 SJR2C Loop SUN Trail
FPN 439865-3-54-01
Project Number CD221

The following changes are hereby made to the Contract Documents:

| **CHANGE IN CONTRACT PRICE**: | **CHANGE IN CONTRACT TIMES**: |
|---|---|
| Original Contract Price:<br>$1,633,861.65 | Original Contract Times<br>(Notice to Proceed Issued October 13, 2025)<br>Substantial Completion:June 16, 2026 (246 days)<br>Final Completion: July 10, 2026 (270 days) |
| Net changes from previous Change Orders:<br>$37,731.77 | Changes in contract time from previous Change Orders:<br>17 days |
| Contract Price prior to this Change Order:<br>$1,671,593.42 | Contract Completion Date prior to this Change Order:<br>Substantial Completion: July 3, 2026<br>Final Completion: July 27, 2026 |
| Net Increase (decrease) of this Change Order No. 2:<br>$50,254.30 | Changes in contract time requested this Change Order No. 2:<br>6 days |
| Contract Price with all approved Change Orders:<br>$1,721,847.72 | Contract Times with all approved Change Orders:<br>Substantial Completion: July 9, 2026<br>Final Completion: August 2, 2026 |

CHANGES ORDERED:

I. GENERAL: This Change Order is necessary to cover changes in the work to be performed under the EJCDC Agreement entered into by and between the parties on August 19, 2025.

II. REQUIRED CHANGES:

A. Adjustments to electrical service runs were necessary to support the installation of project electrical components, as coordinated in the field with the electrical service provider, Florida Power & Light (FPL), and to connect to the final designated power drop locations. During the design phase, coordinating with FPL on the exact power drop locations proved difficult, and design assumptions were made based on the information available at the time. The plans were subsequently reviewed by FPL, and "no conflict" documentation was provided during the design review process. Once the electrical contractor mobilized on site and formally requested installation of the FPL power drops, FPL field personnel identified that the originally anticipated service locations could not be utilized and directed that the power drop locations be shifted. This unforeseen field-directed change required longer electrical service runs and additional underground boring under Spruce Creek Road to reach the revised connection points. $19,099.39

B. Adjustments to the design and construction of the footings for pedestrian signal poles were necessary at specified locations to accommodate the proximity and shallow depth of existing stormwater culverts at the intersections of Spruce Creek Road at Dunlawton Avenue and Oak Street. During the design phase, the depth of the existing culverts was not identified. Once construction activities began and the contractor excavated for the pedestrian signal pole footings, the shallow depth and location of the existing stormwater culverts were encountered in the field. The unforeseen conflict required modifications to the footing design and construction methods to avoid impacts on the existing drainage infrastructure while maintaining the required structural support for the pedestrian signal poles. $9,850.12

C. Additional structural support for the boardwalk lighting posts to make them stronger and extend their lifespan by improving stability so they can better withstand wind, weather, and long-term wear, reduce maintenance needs, and increase durability over time. The original design for attaching the light poles to the boardwalk was reviewed and approved during plan review; however, after the boardwalk was constructed, it was determined during construction that additional structural support was needed after field conditions were evaluated. This need was not identified during design and became apparent during installation. The added structural support strengthens the attachment of the light poles to the boardwalk, improving stability and durability. It is intended to reduce long-term maintenance and repair needs for the light poles, particularly after wind events. $3,444.25

D. Additional work and delays were encountered during the project due to conflicts with existing potable water and reclaimed water utility infrastructure. During the initial phases of clearing and grading for the trail, existing potable and reclaimed

water mains were encountered at locations that did not align with available utility records and field markings used during the design and construction planning phases. As construction progressed, the potable water main was inadvertently impacted on three separate occasions, resulting in emergency repairs and the reconstruction of previously completed trail sections. These impacts resulted from discrepancies between recorded utility locations and actual field conditions. In addition, an existing reclaimed water line was found to conflict with the proposed project infrastructure and required relocation by the city. The city performed the utility relocation work, while the project contractor provided the necessary labor, excavation, equipment, and backfill operations to support the relocation and maintain project continuity. These conditions were unforeseen, related to existing utility infrastructure, and resulted in additional work and delays. The associated costs totaled $17,860.54.

E. Provide 3 days of additional contract time as affected by the above revisions.
F. Provide 3 days of additional contract time as deemed appropriate for holidays per FDOT and City schedules.

III. JUSTIFICATION:

Changes in scope as set forth in City Code of Ordinances Section 2-272, requires Council approval. Is this a change in scope as defined by section 2-272? Yes

Changes to the scope are required as explained above in order to complete this project.

IV. PAYMENT: Payment for this Change Order shall be made in accordance with the terms of the EJCDC Agreement subject to a limit not to exceed $50,254.30, for a total revised amount of $1,721,847.72. All payments shall be governed by the Local Government Prompt Payment Act as set forth in Florida Statutes Section 218.70 through 218.79, as amended.

V. This Change Order may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same instrument. The delivery by facsimile or e-mail of an executed copy of this Change Order shall be deemed valid as if an original signature was delivered. No contract shall be formed between the Contractor and the City until the City signs this Change Order.

Acknowledgments:

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

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;

The prices quoted are fair and reasonable and in proper ratio to the cost of the original work contracted for under competitive bidding; and,

The change in price and/or delivery date described is considered to be fair and reasonable and has been mutually agreed upon in full agreement and final settlement of all claims arising out of this modification including all claims for delays and disruptions resulting from, caused by, or incident to such modifications and change orders.

RECOMMENDED BY:
**COMMUNITY DEVELOPMENT**
Department Project Manager

By:_____
Printed Name: Lisa Epstein
Title: Project Manager

Date Signed:_____

ACCEPTED BY:
**MASCI GENERAL CONTRACTOR, INC**
Contractor

By:_____
Printed Name: Leticia Masci Ferreira
Title: Vice President

Date Signed:_____

RECOMMENDED BY:
**KIMLEY HORN, INC.**
CEI Engineer

By:_____
Printed Name: Mark Grande, PE
Title: Construction & Inspection Services Mgr

Date Signed:_____

RECOMMENDED BY:
**STANLEY CONSULTANTS, INC.**
Engineer of Record

By:_____
Printed Name: Merlynn O. Anderson, PE
Title: Project Manager

Date Signed:_____

APPROVED BY:
**CITY OF PORT ORANGE**
Department Head

By:_____
Printed Name: Tim Burman
Title: Community Development Director

Date Signed:_____

City Manager

By:_____
Wayne Clark, City Manager

Date Signed:_____

If Council approval is required:

Affirmed:

By:_____
Scott Stiltner, Mayor

_____
Robin L. Fenwick, MMC, City Clerk

Date Signed:_____

Date Signed:_____

CHANGE ORDER NO. 2
To EJCDC Agreement dated August 19, 2025
**MASCI GENERAL CONTRACTOR, INC**, Contractor

Project: ITB 25-13 SJR2C Loop SUN Trail
FPN 439865-3-54-01
Project Number CD221

The following changes are hereby made to the Contract Documents:

| **CHANGE IN CONTRACT PRICE**: | **CHANGE IN CONTRACT TIMES**: |
|---|---|
| Original Contract Price:<br>$1,633,861.65 | Original Contract Times<br>(Notice to Proceed Issued October 13, 2025)<br>Substantial Completion:June 16, 2026 (246 days)<br>Final Completion: July 10, 2026 (270 days) |
| Net changes from previous Change Orders:<br>$37,731.77 | Changes in contract time from previous Change Orders:<br>17 days |
| Contract Price prior to this Change Order:<br>$1,671,593.42 | Contract Completion Date prior to this Change Order:<br>Substantial Completion: July 3, 2026<br>Final Completion: July 27, 2026 |
| Net Increase (decrease) of this Change Order No. 2:<br>$50,254.30 | Changes in contract time requested this Change Order No. 2:<br>6 days |
| Contract Price with all approved Change Orders:<br>$1,721,847.72 | Contract Times with all approved Change Orders:<br>Substantial Completion: July 9, 2026<br>Final Completion: August 2, 2026 |

CHANGES ORDERED:

I. GENERAL: This Change Order is necessary to cover changes in the work to be performed under the EJCDC Agreement entered into by and between the parties on August 19, 2025.

II. REQUIRED CHANGES:

A. Adjustments to electrical service runs were necessary to support the installation of project electrical components, as coordinated in the field with the electrical service provider, Florida Power & Light (FPL), and to connect to the final designated power drop locations. During the design phase, coordinating with FPL on the exact power drop locations proved difficult, and design assumptions were made based on the information available at the time. The plans were subsequently reviewed by FPL, and "no conflict" documentation was provided during the design review process. Once the electrical contractor mobilized on site and formally requested installation of the FPL power drops, FPL field personnel identified that the originally anticipated service locations could not be utilized and directed that the power drop locations be shifted. This unforeseen field-directed change required longer electrical service runs and additional underground boring under Spruce Creek Road to reach the revised connection points. $19,099.39

B. Adjustments to the design and construction of the footings for pedestrian signal poles were necessary at specified locations to accommodate the proximity and shallow depth of existing stormwater culverts at the intersections of Spruce Creek Road at Dunlawton Avenue and Oak Street. During the design phase, the depth of the existing culverts was not identified. Once construction activities began and the contractor excavated for the pedestrian signal pole footings, the shallow depth and location of the existing stormwater culverts were encountered in the field. The unforeseen conflict required modifications to the footing design and construction methods to avoid impacts on the existing drainage infrastructure while maintaining the required structural support for the pedestrian signal poles. $9,850.12

C. Additional structural support for the boardwalk lighting posts to make them stronger and extend their lifespan by improving stability so they can better withstand wind, weather, and long-term wear, reduce maintenance needs, and increase durability over time. The original design for attaching the light poles to the boardwalk was reviewed and approved during plan review; however, after the boardwalk was constructed, it was determined during construction that additional structural support was needed after field conditions were evaluated. This need was not identified during design and became apparent during installation. The added structural support strengthens the attachment of the light poles to the boardwalk, improving stability and durability. It is intended to reduce long-term maintenance and repair needs for the light poles, particularly after wind events. $3,444.25

D. Additional work and delays were encountered during the project due to conflicts with existing potable water and reclaimed water utility infrastructure. During the initial phases of clearing and grading for the trail, existing potable and reclaimed

water mains were encountered at locations that did not align with available utility records and field markings used during the design and construction planning phases. As construction progressed, the potable water main was inadvertently impacted on three separate occasions, resulting in emergency repairs and the reconstruction of previously completed trail sections. These impacts resulted from discrepancies between recorded utility locations and actual field conditions. In addition, an existing reclaimed water line was found to conflict with the proposed project infrastructure and required relocation by the city. The city performed the utility relocation work, while the project contractor provided the necessary labor, excavation, equipment, and backfill operations to support the relocation and maintain project continuity. These conditions were unforeseen, related to existing utility infrastructure, and resulted in additional work and delays. The associated costs totaled $17,860.54.

E. Provide 3 days of additional contract time as affected by the above revisions.
F. Provide 3 days of additional contract time as deemed appropriate for holidays per FDOT and City schedules.

III. JUSTIFICATION:
Changes in scope as set forth in City Code of Ordinances Section 2-272, requires Council approval. Is this a change in scope as defined by section 2-272? No

The required changes do not materially alter or expand the original intent of the project.

IV. PAYMENT: Payment for this Change Order shall be made in accordance with the terms of the EJCDC Agreement subject to a limit up to but not to exceed $50,254.30. All payments shall be governed by the Local Government Prompt Payment Act as set forth in Florida Statutes Section 218.70 through 218.79, as amended.

V. This Change Order may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same instrument. The delivery by facsimile or e-mail of an executed copy of this Change Order shall be deemed valid as if an original signature was delivered. No contract shall be formed between the Contractor and the City until the City signs this Change Order.

Acknowledgments:

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

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;

The prices quoted are fair and reasonable and in proper ratio to the cost of the original work contracted for under competitive bidding; and,

The change in price and/or delivery date described is considered to be fair and reasonable and has been mutually agreed upon in full agreement and final settlement of all claims arising out of this modification including all claims for delays and disruptions resulting from, caused by, or incident to such modifications and change orders.

RECOMMENDED BY:
**COMMUNITY DEVELOPMENT**
Department Project Manager

By:_____
Printed Name: Lisa Epstein
Title: Project Manager

Date Signed:_____

ACCEPTED BY:
**MASCI GENERAL CONTRACTOR, INC**
Contractor

By:_____
Printed Name: Leticia Masci Ferreira
Title: Vice President

Date Signed:_____

RECOMMENDED BY:
**KIMLEY HORN, INC.**
CEI Engineer

By:_____
Printed Name: Mark Grande, PE
Title: Construction & Inspection Services Mgr

Date Signed:_____

RECOMMENDED BY:
**STANLEY CONSULTANTS, INC.**
Engineer of Record

By:_____
Printed Name: Merlynn O. Anderson, PE
Title: Project Manager

Date Signed:_____

APPROVED BY:
**CITY OF PORT ORANGE**
Department Head

By:_____
Printed Name: Tim Burman
Title: Community Development Director

Date Signed:_____

City Manager

By:_____
Wayne Clark, City Manager

Date Signed:_____

If Council approval is required:

By:_____
Scott Stiltner, Mayor

Date Signed:_____

Affirmed:

_____
Robin L. Fenwick, MMC, City Clerk

Date Signed:_____

CHANGE ORDER NO. 1
To EJCDC Agreement dated August 19, 2025
**MASCI GENERAL CONTRACTOR, INC**, Contractor

Project: ITB 25-13 SJR2C Loop SUN Trail
FPN 439865-3-54-01
Project Number CD221

The following changes are hereby made to the Contract Documents:

| **CHANGE IN CONTRACT PRICE:** | **CHANGE IN CONTRACT TIMES:** |
|---|---|
| Original Contract Price:<br>$1,633,861.65 | Original Contract Times<br>(Notice to Proceed Issued October 13, 2025)<br>Substantial Completion:June 16, 2026 (246 days)<br>Final Completion: July 10, 2026 (270 days) |
| Net changes from previous Change Orders:<br>$0 | Changes in contract time from previous Change Orders:<br>0 days |
| Contract Price prior to this Change Order:<br>$1,633,861.65 | Contract Completion Date prior to this Change Order:<br>Substantial Completion: June 16, 2026<br>Final Completion: July 10, 2026 |
| Net Increase (decrease) of this Change Order No. 1:<br>$37,731.77 | Changes in contract time requested this Change Order No. 1:<br>17 days |
| Contract Price with all approved Change Orders:<br>$1,671,593.42 | Contract Times with all approved Change Orders:<br>Substantial Completion: July 3, 2026<br>Final Completion: July 27, 2026 |

CHANGES ORDERED:

I. GENERAL: This Change Order is necessary to cover changes in the work to be performed under the EJCDC Agreement entered into by and between the parties on August 19, 2025.

II. REQUIRED CHANGES:

A. Revisions to shared-use path layout as required at connection along Dunlawton Avenue/SR 421 to avoid conflicts with existing underground utilities. $1,390.63
B. Revisions to shared-use path layout to accommodate ADA approaches at Powers Ave and installation of specified handrail/guiderail. $3,333.39
C. Revisions to stormwater piping and connections to avoid conflicts with existing unknown FPL conduits to maintain functionality of the stormwater system. $9,494.15
D. Remove existing tree damaged/fallen by storm event. $1,530
E. Remove existing tree in conflict with proposed trail alignment and to accommodate required clearances. $1,530
F. Removal and replacement of the existing 8' wide concrete shared-use path from Selin Circle to south of Oak Street due to severe damage and deterioration. $20,453.60
G. Provide 9 days of additional contract time as affected by the above revisions.
H. Provide 8 days of additional contract time as deemed appropriate for holidays per FDOT and City schedules.

III. JUSTIFICATION:
Changes in scope require Council approval. Is this a scope change?
Yes, the proposed changes change the scope of the EJCDC Agreement as detailed in required changes section above.

IV. PAYMENT: Payment for this Change Order shall be made in accordance with the terms of the EJCDC Agreement subject to a limit not to exceed $37,731.77, a total revised amount of $1,671,593.42. All payments shall be governed by the Local Government Prompt Payment Act as set forth in Florida Statutes Section 218.70 through 218.79, as amended.

V. This Change Order may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same instrument. The delivery by facsimile or e-mail of an executed copy of this Change Order shall be deemed valid as if an original signature was delivered. No contract shall be formed between the Contractor and the City until the City signs this Change Order.

Acknowledgments:

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

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;

The prices quoted are fair and reasonable and in proper ratio to the cost of the original work contracted for under competitive bidding; and,

The change in price and/or delivery date described is considered to be fair and reasonable and has been mutually agreed upon in full agreement and final settlement of all claims arising out of this modification including all claims for delays and disruptions resulting from, caused by, or incident to such modifications and change orders.

RECOMMENDED BY:
**COMMUNITY DEVELOPMENT**
Department Project Manager

By: _____
Printed Name: Lisa Epstein
Title: Project Manager

Date Signed: 4-02-2026

ACCEPTED BY:
**MASCI GENERAL CONTRACTOR, INC**
Contractor

By: _____
Printed Name: Leticia Masci Ferreira
Title: Vice President

Date Signed: 4/2/26

RECOMMENDED BY:
**KIMLEY HORN, INC.**
CEI Engineer

By: _____
Printed Name: Mark Grande, PE
Title: Construction & Inspection Services Mgr

Date Signed: 4/2/2026

RECOMMENDED BY:
**STANLEY CONSULTANTS, INC.**
Engineer of Record

By: _____
Printed Name: Merlynn O. Anderson, PE
Title: Project Manager

Date Signed: 04/06/2026

APPROVED BY:
**CITY OF PORT ORANGE**
Department Head

By: Tim Burman
Printed Name: Tim Burman
Title: Community Development Director

Date Signed: 4-6-2026

City Manager

By: N/A
Wayne Clark, City Manager

Date Signed: _____

If Council approval is required:

By: _____
Scott Stiltner, Mayor

Date Signed: April 7, 2026

Affirmed:

_____
Robin L. Fenwick, MMC, City Clerk

Date Signed: April 7, 2026

# EXHIBIT "1"

## Supporting Change Order Documentation

Consisting of 15 Pages

Kimley»Horn

March 18, 2026

Ms. Lisa Epstein – City of Port Orange
1000 City Center Circle
Port Orange, FL 32129

Re: Engineer's Certification of Change Order No. 1
SJR2C Loop Trail – ITB 25-13 – CD221

Lisa:

In our capacity as the CEI Engineer for the above-referenced project, this letter serves as certification and justification for **City Change Order No. 1**, which combines several contractor-submitted change orders into a single City-issued change order for execution. During construction, the contractor identified unforeseen field conditions and conflicts that they stated required modifications to the original contract documents in order to maintain constructability, safety, and compliance with applicable standards. The Contractor submitted the following change orders, which have been reviewed by the CEI team (Kimley-Horn and Associates, Inc.) and the Engineer of Record (Stanley Consultants, Inc.) and determined to be necessary for the successful completion of the project:

- **Contractor Change Order 001 – Concrete Substitutions / Additional Concrete**
  This change order addresses required substitutions and additional quantities of concrete resulting from field conditions that differed from the original design plans. The revisions were necessary for structural integrity and proper installation in accordance with project requirements. This change order is associated with **RFI Nos. 10 and 11**.
  **Cost Impact:** $4,724.02
  **Time Impact:** 2 calendar days

- **Contractor Change Order 003 – FPL Conduit Conflict / Drainage Revision**
  This change order addresses unforeseen conflicts with existing FPL conduit that required revisions to the proposed drainage system to avoid utility interference. The modifications were necessary to maintain functionality of both the proposed improvements and the existing utility infrastructure. This change order is associated with **RFI No. 12**.
  **Cost Impact:** $9,494.15
  **Time Impact:** 2 calendar days

- **Contractor Change Order 004 – Tree Removal (Trail Conflict)**
  This change order addresses the removal of trees that were found to conflict with the proposed trail alignment. The removal was necessary to allow construction to proceed in accordance with the approved plans.
  **Cost Impact:** $3,060.00
  **Time Impact:** 0 calendar days

*Contractor Change Order 002 related to potential replacement of existing shared use path is not included in this change order package and is under review for approval under separate cover.

Kimley»Horn

The above contractor change orders have been reviewed for scope, cost, and necessity, and are hereby certified as fair and reasonable. For administrative efficiency, these items have been combined as **City Change Order No. 1**. The City's official Change Order form shall govern the approved adjustments to the contract amount and contract time and any other applicable provisions.

Additionally, the Change Order will document the adjustment to contract time associated with Holidays, weather impacts, and other applicable workdays in which the City was closed and the Contractor was unable to perform their work. Through January 2026 the accumulated Holiday/Weather Days for the project is **8 calendar days.** This time accounts for Veterans Day (11/11/2025), Thanksgiving (11/27/2025-11/28/2025), Christmas (12/24/2025-12/26/2025), New Years (1/1/2026), and Martin Luther King Day (1/19/2026).

**Summary of City Change Order No. 1:**

- Total Cost Adjustment: **$17,278.17**
- Total Contract Time Adjustment: **12 calendar days**

- Original Contract Amount: **$1,633,861.65**
- Adjusted Contract Amount: **$1,651,139.82**
- Percentage of Contract Adjusted: **1.1%**

- Original Contract Time: **270 calendar days**
- Adjusted Contract Time: **282 calendar days**
- Percentage of Contract Adjusted: **4.4%**

Based on our review, the changes outlined herein are considered fair and reasonable and Kimley-Horn recommends the City of Port Orange approve City Change Order No. 1 to allow for proper completion of the project.

Should you require any additional information or clarification, please do not hesitate to contact me.

Sincerely,

KIMLEY-HORN AND ASSOCIATES, INC.



Mark D. Grande, P.E.
Project Manager
P.E. #87476



kimley-horn.com | 3660 Maguire Boulevard, Suite 200, Orlando, FL 32803 | 407 898 1511

# MASCI GENERAL CONTRACTOR

5752 S. Ridgewood Ave. Port Orange, FL 32127
Tel. (386) 322-4500 : General Fax (386) 322-4600

Date: 11/12/2025

Quote To: City of Port Orange
Lisa Epstein
lepstein@port-orange.org
(386) 506-5667

Project Name: **SJR2C LOOP TRAIL (SUN TRAIL)**
Contact: Leo Masci and/or Heather Knight
leomasci@mascigc.com
RamonRodriguez@mascigc.com

## CHANGE ORDER 001

| ITEM | DESCRIPTION | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---|---|---|---|---|---|
| 0522 2 | RFI#10 - Add 334 FT or 6" thick concrete | 37 | SY | $110.47 | $4,087.39 |
| 0522 2 | RFI#11 - 6" thick concrete sidewalk connection at Dunlawton | 4 | SY | $110.47 | $441.88 |
| | Additional surveying Briel and Associates $1,650 + 15% (see attached) | 1.00 | LS | $1,897.50 | $1,897.50 |
| 0334 01 12 | Asphalt (Removed for Concrete RFI#10 | 12.2 | TN | -$139.57 | ($1,702.75) |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | TOTAL | | | $4,724.02 |

"This change order constitutes the full and final adjustment for the work described herein.
No further claims for additional compensation or time will be considered unless specifically authorized in writing by the City of Port Orange.
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No other work outside the items listed herein is authorized.
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Quantities are subject to field verification by the Engineer
Supporting plan sheets, sketches, or photos should be referenced where applicable.

**DAYS ADDED TO CONTRACT**

**ITEMS EXCLUDED :**

1. Item 102-1 Maintenance of Traffic is only included for Masci's scope of work. Prime contractor to provide all MOT devices such as (i.e. Flagmen, temp construction signs, LCDs, barricades, arrow boards, message boards, off duty officers, LCNS, Pedestrian Escort, etc.) that may be required for the project.
2. Pricing does not include any additional work necessary to adhere to the FDOT index 600 drop-off criteria.
3. Pricing excludes all permits and fees, utility locations or adjustments, railroad insurance, railroad flagging, contamination removal, asphalt patching, trench cut repairs, temp. paint and RPMs
4. No Survey or As Builts included in quoted prices, Prime to provide survey as needed.
5. Masci will provide QC testing for our scope of work only; Ex.: Asphalt Operations perfromed by Masci.
6. The above stated exclusions may not list all items, but unless Masci's quotation specifically states a bid item, please assume that it is not included in Masci's scope of work quoted for the project.

SIGNATURE SHEET:

NOTE: This proposal may be withdrawn by Masci if not signed and received in our office with 30 days of date of quote.

Submitted by: _____ Date: _____
Estimator:

PLEASE SIGN AND RETURN UPON ACCEPTANCE:

UPON EXECUTION OF THIS CHANGE ORDER BY MASCI AGENT BELOW THIS DOCUMENT BECOMES A CONTRACT.

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to perform the work specified.

In the event that the amount herein shown is not paid when due, interest at the prime rate plus 10% per annum shall accumulate on the total due.
All costs of collection shall be paid by the customer including reasonable attorney fees.

ACCEPTED BY CLIENT: _____ Date: _____

Title: _____

CITY OF
PORT ORANGE

Masci General Contractors, Inc.

# REQUEST FOR INFORMATION

**Date: 11/13/2025** **RFI No.: 010**

**Project: SRJ2C Loop Trail** **FPN: 439865** **Owner: City of Port Orange**

**Contract No.:** **Reference Dwgs.: Sheet 15**

**Contractor Representative: Ramon Rodriguez E.I.**

**Engineer of Record Firm: Stanley Group**

**Request from: Masci**

**Date Received:11/13/2024**

Heavy Duty Asphalt 334 SF @ $3,034.75
Heavy Duty Concrete 334 SF @ $5,910.75
Added cost: $2,876.00

**Description:**
Sheet 15 of the plans indicates installation of an ADA mat over asphalt. Please confirm if this is the intended installation method or if a concrete base is required beneath the mat.

Additionally, the same sheet shows 16 linear feet of aluminum guard rail. Please clarify the anchoring method for this guard rail. Specifically:

- Is a concrete footer or foundation required for the aluminum guard rail installation? see FDOT Index 515-070 - Sheet 5 of 5
- If so, please provide the applicable detail or reference to the appropriate sheet or standard drawing.

**REPLY REQUESTED BY:**

**Date Received:** 11/17/2025

**Response:**
For the installation of the ADA mats and the Thickened edge sidewalk, please replace approximately 18 LF south of Powers Ave (starting at STA 24+28.07) and 6 LF north of Powers Ave (ending at STA 24+73.07) of Heavy Duty Asphalt Shared Use Path with Heavy Duty Concrete Shared Use Path. This change will remove approximately 334 SF of Heavy Duty Asphalt Shared Use Path and add approximately 334 SF of Heavy Duty Concrete Shared Use Path.

**Attachments:** FDOT Index 515-070 - Sheet 5 of 5

**Description:**

**Response By:** Karen O'Neill **Date:** 11/18/2025

CITY OF
PORT ORANGE

Masci General Contractors, Inc.

# REQUEST FOR INFORMATION

**Date: 11/13/2025** **RFI No.: 011**

**Project: SRJ2C Loop Trail** **FPN: 439865** **Owner: City of Port Orange**

**Contract No.:** **Reference Dwgs.: Sheet 14**

**Contractor Representative: Ramon Rodriguez E.I.**

**Engineer of Record Firm: Stanley Group**

**Request from: Masci**

**Date Received:11/13/2024**

old concrete quantity 148 SF (16.44 CY)
new concrete quantity 178 SF (19.77 CY)
increase in cost 19.77- 16.44 = 3.33 CY @ $110.47 = $ 368.233

~~6" Thick Concrete Sidewalk~~
per FDOT Index ~~522-002~~
~~30 SF @ $110.47~~
~~Added cost: $3,314.10~~

**Description:**
Sheet 14 of the plans do not show a recently installed fiber pull box that will potentially impact final grade. Can EOR provide elevations for the concrete/ flat work for this area. Also provide a anchoring detail for guardrails..

**REPLY REQUESTED BY:**

**Date Received:** 11/17/2025

**Response:** The sidewalk connection at Dunlawton Avenue has been revised to avoid the Fiber junction box that was installed during construction of the shared use path project. Please see the attached 14 ROADWAY PLAN for updated alignment and the 14 ROADWAY PLAN - GRADES for the updated grades. The proposed surface was modeled to match existing grades in the areas where the trail is adjacent to existing concrete. Please see FDOT Index 515-070 for the anchoring details for the guiderail.

**Attachments:** 14 ROADWAY PLAN - 11-21-2025
14 ROADWAY PLAN - GRADES - 11/21/2025
**Description:** FDOT Index 515-070

**Response By:** Karen O'Neill **Date:** ~~REVISED 11/26/2025~~

REVISED 12/18/2025

ERRONEOUSLY LISTED SQUARE FEET INSTEAD OF SQARE YARD FOR QYANTITIES

# MASCI GENERAL CONTRACTOR

5752 S. Ridgewood Ave. Port Orange, FL 32127
Tel. (386) 322-4500 : General Fax (386) 322-4600

Date: 12/12/2025

Quote To: City of Port Orange
Lisa Epstein
lepstein@port-orange.org
(386) 506-5667

Project Name: **SJR2C LOOP TRAIL (SUN TRAIL)**
Contact: Leo Masci and/or Heather Knight
leomasci@masciqc.com
RamonRodriguez@masciqc.com

## CHANGE ORDER 003

| ITEM | DESCRIPTION | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---|---|---|---|---|---|
| 0110 1 1 | Clearing and Grubbing | 0.01 | AC | $50,000.00 | $550.00 |
| 0120 6 | Embankment | 6.00 | CY | $39.45 | $236.70 |
| 0400 0 11 | CONCRETE CLASS NS, GRAVITY WALL INDEX 400-011 (upgrade to Scheme 2) | 3 | CY | $1,532.00 | $4,596.00 |
| | **Scheme 2 footer is enlarged to 2'-0", increasing concrete and reinforcing quantities** | | | | |
| 0430174118 | PIPE CULVERT, OPTIONAL MATERIAL, ROUND, 18"SD | 16 | LF | $139.77 | $2,236.32 |
| | Pipe Delivery from supplier | 1 | LS | $550.00 | $550.00 |
| 430-982-000 | Miscellaneous Drainage Structure Adjustments (24" Core/Cut) | 1.000 | LS | $1,325.13 | $1,325.13 |
| | **Once line items for 29 LF of 24" RCP and S-107 have been paid. They shall be turned over to the city of Port orange** | | | | |
| | | | | | |
| | | **TOTAL** | | | **$9,494.15** |

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No further claims for additional compensation or time will be considered unless specifically authorized in writing by the City of Port Orange.
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Quantities are subject to field verification by the Engineer
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**DAYS ADDED TO CONTRACT**

**ITEMS EXCLUDED :**

1. Item 102-1 Maintenance of Traffic is only included for Masci's scope of work. Prime contractor to provide all MOT devices such as (i.e. Flagmen, temp construction signs, LCDs, barricades, arrow boards, message boards, off duty officers, LCNS, Pedestrian Escort, etc.) that may be required for the project.
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4. No Survey or As Builts included in quoted prices, Prime to provide survey as needed.
5. Masci will provide QC testing for our scope of work only; Ex.: Asphalt Operations perfromed by Masci.
6. The above stated exclusions may not list all items, but unless Masci's quotation specifically states a bid item, please assume that it is not included in Masci's scope of work quoted for the project.

SIGNATURE SHEET:

NOTE: This proposal may be withdrawn by Masci if not signed and received in our office with 30 days of date of quote.

Submitted by: _____ Date: _____
Estimator:

PLEASE SIGN AND RETURN UPON ACCEPTANCE:

UPON EXECUTION OF THIS CHANGE ORDER BY MASCI AGENT BELOW THIS DOCUMENT BECOMES A CONTRACT.

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to perform the work specified.

In the event that the amount herein shown is not paid when due, interest at the prime rate plus 10% per annum shall accumulate on the total due.

All costs of collection shall be paid by the customer including reasonable attorney fees.

ACCEPTED BY CLIENT: _____ Date: _____

Title: _____

CITY OF
PORT ORANGE

Masci General Contractors, Inc.

# REQUEST FOR INFORMATION

**Date: 11/24/2025** **RFI No.: 012**

**Project: SRJ2C Loop Trail** **FPN: 439865** **Owner: City of Port Orange**

**Contract No.:** **Reference Dwgs.: Sheet 18**

**Contractor Representative: Ramon Rodriguez E.I.**

**Engineer of Record Firm: Stanley Group**

**Request from: Masci**

**Date Received:11/13/2024**

**Description of Issue:**
During layout of the proposed 24" storm sewer pipe connecting structures S-107 and S-108, a conflict was identified with existing Florida Power & Light (FPL) buried power lines/mains. These utilities were not located or shown on the contract plans. The confirmed power lines are obstructing the proposed storm sewer alignment.

**Request/Question:**
Please provide direction on how to proceed with installation of the storm sewer pipe in light of this conflict. Specifically:

- Should the storm sewer alignment be revised?
- Should utility relocation be coordinated with FPL?
- Are there alternative design adjustments acceptable to the Engineer/Owner?
- Additional costs not identified at this time.

**REPLY REQUESTED BY:**

**Date Received:** 11/25/2025

**Response:** See response on next page

**Response By:** Karen O'Neill **Date:** REVISED 12/02/2025
Per additional MH details

We propose a new pipe configuration as shown on the attached Revised plan sheets. The City is currently confirming the documentation for the 10' Utility Easement that was dedicated to the City of Port Orange per The Club at Sugar Mill As-Builts (6-2-2000)
Structure S-108 will be relocated to where the existing ditch is with an invert of 3.25.
Structure S-107 is no longer needed.
The proposed pipe has been changed from 29 LF of 24" to 8 LF of 18".
The existing 24" pipe is still proposed to be removed.
We believe this will avoid the FPL utilities that were encountered in the field, while providing a positive outfall for the existing ditch south of the Sugar Mill development.
The existing manhole at STA. 29+05.23 will need to be cored or cut into to provide the 18" pipe connection at elevation ±2.42'.

After receiving more detailed information on the existing manhole please see the revised text in red above, the revised plan sheets 16 and 18 dated 12/2/2025, and the additional information provided for coring or cutting into the exiting manhole and additional details to the design of the gravity wall that will need to be C.I.P. around the existing manhole.

Tie in to Existing Manhole

Please see the attached Hole Placement Detail for further clarifications. The top of the hole, either cored or cut into the existing MH, will need to be no closer than 6" below the bottom of the top of the MH slab. The hole should be positioned in the center of the 5' width of the MH to maintain clearances to the MH corners. The Contractor must try to make the hole as small as possible to ensure the integrity of the existing structure. The Contractor must employ construction methods that will not produce damaging vibration, soil movement, soil loss, or instability of the existing MH. The Contractor is strongly encouraged to take their time to prevent damage to the existing MH. Any reinforcement cut during the construction should be properly sealed. The Contractor is to monitor the existing MH for cracking of the concrete and shifting of the box. Inspect the condition of the MH and all existing cracks prior to construction, during construction, and after construction is complete. Make sure no cracks are forming during the process of opening the side of the box. Upon either detecting movement of 0.010 feet or damage to the structure, immediately stop construction operations affecting the structure, backfill any open excavations, notify the EOR and City, and submit a corrective action plan for acceptance by the EOR and City.

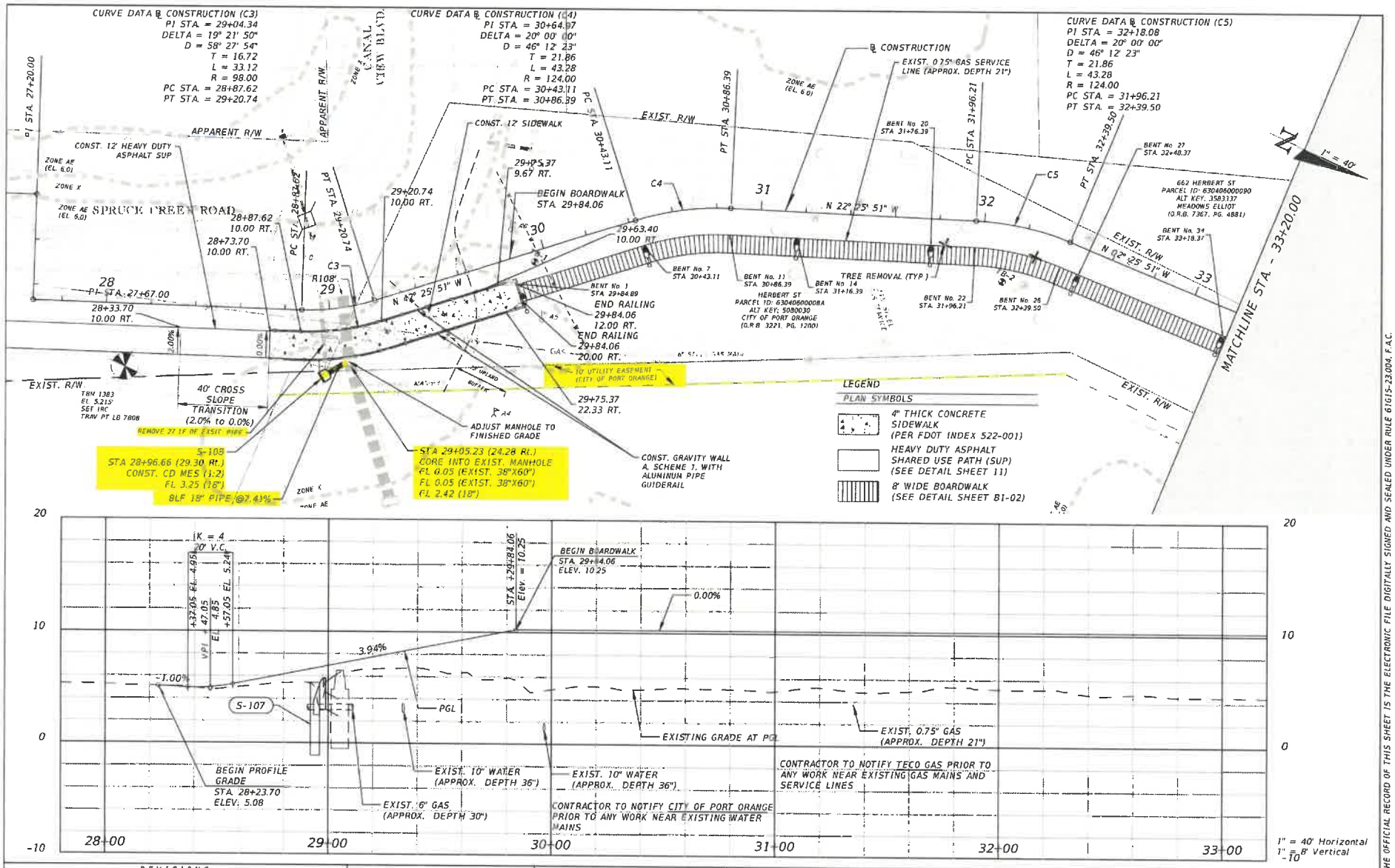
Gravity Wall

The 3' wall height from STA 28+96.46 to STA 29+14.65 adjacent to the existing MH will need to be changed from Scheme 1 to Scheme 2 per the FDOT Index 400-011. The wall will need to be formed around the existing MH and the contractor will need to provide an expansion joint between the concrete gravity wall and concrete MH. We understand that the FDOT index 400-011 Note 6 states to provide 2" PVC Drain Pipe (Sch. 40) at 10 ft. max spacing, however, we believe that placing a 2" PVC just before and one just after the existing MH will meet the drainage intents of this specification.

COSTS:

| Bid Item Number | Description | Quantity | Unit | Unit Cost | Amount |
|---|---|---|---|---|---|
| 0110 1 1 | CLEARING & GRUBBING | 0.011 | AC | $50,000.00 | $550.00 |
| 0120 6 | EMBANKMENT | 6 | CY | $39.45 | $236.70 |
| 0400 0 11 | CONCRETE CLASS NS, GRAVITY WALL INDEX 400-011 | CY | 2.3 | $1,532.00 | $3,523.60 |
| 0430174118 | PIPE CULVERT, OPTIONAL MATERIAL, ROUND, 18"SD | 8 | LF | $139.77 | $1,118.16 |
| 0430174124 | PIPE CULVERT, OPTIONAL MATERIAL, ROUND, 24"SD | -29 | LF | $165.58 | ($4,801 82) |
| | | | | | $626.64 |

Please provide the additional costs you require to core the existing manhole.




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

CITY OF PORT ORANGE
1000 CITY CENTER CIRCLE
PORT ORANGE, FL 32129


MERLYNN O. ANDERSON, P.E.
P.E. LICENSE NUMBER 83096

STANLEY CONSULTANTS, INC.
80 SPRING VISTA DRIVE
DEBARY, FL 32713


SJR2C LOOP TRAIL
FROM SOUTH OF SELIN CIR TO HERBERT ST

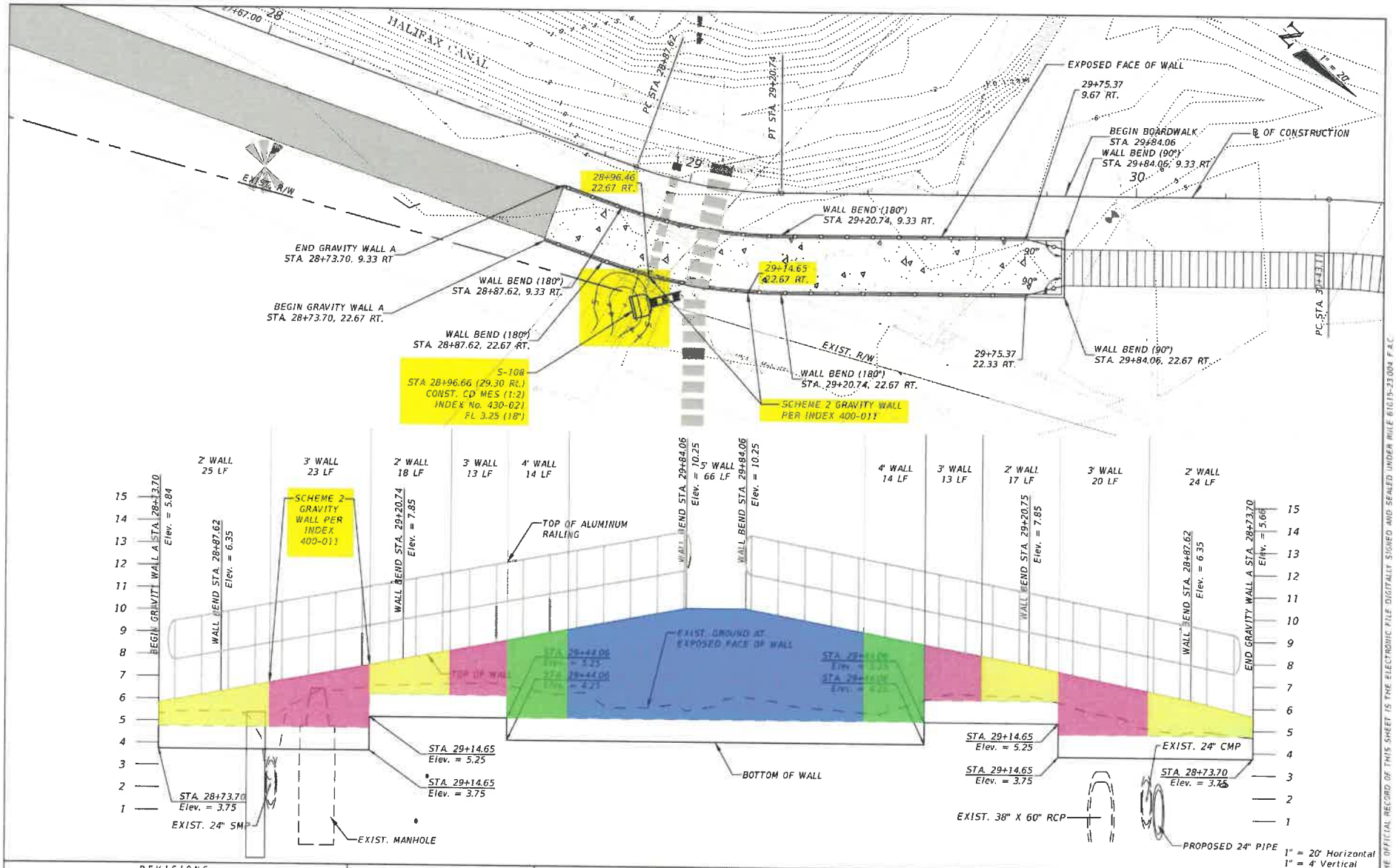
| ROAD | COUNTY | FINANCIAL PROJECT ID |
|---|---|---|
| SPRUCE CREEK RD | VOLUSIA | 439865-3-54-01 |

**ROADWAY PLAN AND PROFILE**
**12/02/2025 - REVISED PIPE CONNECTION**

SHEET NO. 16

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


O'Neill, Karen 12/2/2025 10:35:44 AM Z:\2016 Projects\10962 (Port Orange)\TWO 09 - SUNTrail (SJR2C Loop) Spruce Creek Rd\CAD\439865\Roadway\PLPHRD01.dwg




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

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

CITY OF PORT ORANGE
1000 CITY CENTER CIRCLE
PORT ORANGE, FL 32129


MERLYNN O. ANDERSON, P.E.
P.E. LICENSE NUMBER 83096
STANLEY CONSULTANTS, INC.
80 SPRING VISTA DRIVE
DEBARY, FL 32713


SJR2C LOOP TRAIL
FROM SOUTH OF SELIN CIR TO HERBERT ST

| ROAD | COUNTY | FINANCIAL PROJECT ID |
|---|---|---|
| SPRUCE CREEK RD | VOLUSIA | 439865-3-54-01 |

# GRAVITY WALL PLAN & PROFILE WALL A
## 12/02/2025-REVISED PIPE

SHEET NO. 18


ONeill, Karen 12/2/2025 2:56:55 PM
Z:\2016 Projects\10962 (Port Orange)\TWO 09 - SUNTrail (SJR2C Loop) Spruce Creek Rd\CAD\439865\Roadway\PLPRRD_WALL01.dwg


6" min
18" PIPE INV:
2.42'
DO NOT CUT THE HOLE
CLOSER THAN 6" FROM THE
BOTTOM SLAB OF THE BOX
CENTER THE HOLE HORIZONTALLY ON THE
BOX TO PROVIDE THE MAXIMUM SPACE
FROM THE CORNERS

# MASCI GENERAL CONTRACTOR

5752 S. Ridgewood Ave. Port Orange, FL 32127
Tel. (386) 322-4500 : General Fax (386) 322-4600

Date: 12/12/2025

Quote To: City of Port Orange
Lisa Epstein
lepstein@port-orange.org
(386) 506-5667

Project Name: **SJR2C LOOP TRAIL (SUN TRAIL)**
Contact: Leo Masci and/or Heather Knight
leomasci@masciqc.com
RamonRodriguez@masciqc.com

## CHANGE ORDER 004

| ITEM | DESCRIPTION | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---|---|---|---|---|---|
| 0110 23 | Tree Removal (already removed, tree fell over) | 1 | EA | $1,540.00 | $1,540.00 |
| 0110 23 | Tree Removal Tree encroaching trail less than 24" (Not Yet Removed) | 1 | EA | $1,540.00 | $1,540.00 |
| | | | | | |
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| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | TOTAL | | $3,080.00 |

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Supporting plan sheets, sketches, or photos should be referenced where applicable.

**DAYS ADDED TO CONTRACT**

**ITEMS EXCLUDED :**

1. Item 102-1 Maintenance of Traffic is only included for Masci's scope of work. Prime contractor to provide all MOT devices such as (i.e. Flagmen, temp construction signs, LCDs, barricades, arrow boards, message boards, off duty officers, LCNS, Pedestrian Escort, etc.) that may be required for the project.
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5. Masci will provide QC testing for our scope of work only; Ex.: Asphalt Operations perfromed by Masci.
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SIGNATURE SHEET:

NOTE: This proposal may be withdrawn by Masci if not signed and received in our office with 30 days of date of quote.

Submitted by: _____ Date: _____
Estimator:

PLEASE SIGN AND RETURN UPON ACCEPTANCE:

UPON EXECUTION OF THIS CHANGE ORDER BY MASCI AGENT BELOW THIS DOCUMENT BECOMES A CONTRACT.

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to perform the work specified.

In the event that the amount herein shown is not paid when due, interest at the prime rate plus 10% per annum shall accumulate on the total due.
All costs of collection shall be paid by the customer including reasonable attorney fees.

ACCEPTED BY CLIENT: _____ Date: _____

Title: _____

Kimley»Horn

March 18, 2026

Ms. Lisa Epstein – City of Port Orange
1000 City Center Circle
Port Orange, FL 32129

Re: Engineer's Certification of Change Order No. 2
SJR2C Loop Trail – ITB 25-13 – CD221

Lisa:

In our capacity as the CEI Engineer for the above-referenced project, this letter serves as certification and justification for **City Change Order No. 2**. During construction, the contractor identified unforeseen field conditions related to the existing shared use path on Spruce Creek Road where the project improvements proposed to connect. The existing shared use path has multiple issues from cracks and breaks to slopes and joint thresholds that do not meet ADA compliance. In order to make the proposed connections per the original contract documents, modifications to the existing shared use path at each tie-in location would be required at minimum to maintain constructability, safety, and compliance with applicable standards. Replacement of the existing shared use path between new sections of path will significantly improve the overall quality and lifespan of the trail. The Contractor submitted the following change order proposal, which has been reviewed by the CEI team (Kimley-Horn and Associates, Inc.) and Engineer of Record (Stanley Consultants, Inc.) and determined to be necessary for the successful completion of the project:

- **Contractor Change Order 002 – 8' Concrete Shared Use Path – Selin Circle to Oak St.** This change order consists of the complete costs for removal and replacement of 178 LF of the existing 8' concrete shared use path on Spruce Creek Road from the proposed trail connection locations near Selin Circle and Oak Street. Sod restoration costs are included in this change order. All unit costs submitted are consistent with the contract unit costs established.

The above contractor change order has been reviewed for scope, cost, and necessity, and is hereby certified as fair and reasonable. The City's official Change Order form shall govern the approved adjustments to the contract amount and contract time and any other applicable provisions.

**Summary of City Change Order No. 2:**

- Total Cost Adjustment: **$12,044.75**
- Total Contract Time Adjustment: **5 calendar days**

- Original Contract Amount: **$1,633,861.65**
- Previous Adjusted Contract Amount: **$1,651,139.82**
- New Adjusted Contract Amount: **$1,663,184.57**
- Total Percentage of Contract Adjusted: **1.8%**

- Original Contract Time: **270 calendar days**
- Previous Adjusted Contract Time: **282 calendar days**
- New Adjusted Contract Time: **287 calendar days**
- Total Percentage of Contract Adjusted: **6.3%**

Kimley»Horn

Based on our review, the changes outlined herein are considered fair and reasonable and Kimley-Horn recommends the City of Port Orange approve City Change Order No. 2 to allow for the replacement of the existing shared use path within the overall project limits and proposed trail route that is currently of substandard condition.

Should you require any additional information or clarification, please do not hesitate to contact me.

Sincerely,

KIMLEY-HORN AND ASSOCIATES, INC.



Mark D. Grande, P.E.
Project Manager
P.E. #87476



kimley-horn.com 1530 Cornerstone Blvd., Suite 200, Daytona Beach, FL 32117 386 271 0282

# MASCI GENERAL CONTRACTOR

5752 S. Ridgewood Ave. Port Orange, FL 32127
Tel. (386) 322-4500 : General Fax (386) 322-4600

Date: 3/10/2026

Quote To: City of Port Orange
Lisa Epstein
lepstein@port-orange.org
(386) 506-5667

Project Name: **SJR2C LOOP TRAIL (SUN TRAIL)**
Contact: Leo Masci and/or Heather Knight
leomasci@mascigc.com
RamonRodriguez@mascigc.com

## CHANGE ORDER 002

| ITEM | DESCRIPTION | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---|---|---|---|---|---|
| | Selin Cir. Area Defined by City of Port Orange | | | | |
| 0522 1 | 8' WIDE CONCRETE SIDEWALK AND DRIVEWAYS, 4" THICK (178LF) | 158 | SY | $89.50 | $14,141.00 |
| 0110 4 10 | REMOVAL OF EXISTING CONCRETE | 158 | SY | $37.50 | $5,925.00 |
| 0570 1 2 | PERFORMANCE TURF, SOD (2' FEET WIDE BOTH SIDES) | 76.00 | SY | $5.10 | $387.60 |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | TOTAL | | | **$20,453.60** |

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**DAYS ADDED TO CONTRACT**

**ITEMS EXCLUDED :**

1. Item 102-1 Maintenance of Traffic is only included for Masci's scope of work. Prime contractor to provide all MOT devices such as (i.e. Flagmen, temp construction signs, LCDs, barricades, arrow boards, message boards, off duty officers, LCNS, Pedestrian Escort, etc.) that may be required for the project.
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SIGNATURE SHEET:

NOTE: This proposal may be withdrawn by Masci if not signed and received in our office with 30 days of date of quote.

Submitted by: _____ Date: _____
Estimator:

PLEASE SIGN AND RETURN UPON ACCEPTANCE:

UPON EXECUTION OF THIS CHANGE ORDER BY MASCI AGENT BELOW THIS DOCUMENT BECOMES A CONTRACT.

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to perform the work specified.

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All costs of collection shall be paid by the customer including reasonable attorney fees.

ACCEPTED BY CLIENT: _____ Date: _____

Title: _____

April 13, 2026

Ms. Lisa Epstein – City of Port Orange
1000 City Center Circle
Port Orange, FL 32129

Re: Engineer's Certification of Contractor Change Orders
SJR2C Loop Trail – ITB 25-13 – CD221

Lisa:

In our capacity as the CEI Engineer for the above-referenced project, this letter serves as certification and justification for several contractor-submitted change orders into a single City-issued change order for execution. During construction, the contractor identified unforeseen field conditions and conflicts that they stated required modifications to the original contract documents in order to maintain constructability, safety, and compliance with applicable standards. The Contractor submitted the following change orders, which have been reviewed by the CEI team (Kimley-Horn and Associates, Inc.) and the Engineer of Record (Stanley Consultants, Inc.) and determined to be necessary for the successful completion of the project:

- **Contractor Change Order 005.2 – Additional Work at Service Entrance Locations**
  This change order addresses additional work required to provide power to the trails lighting and traffic control facilities due to field locations of service entrances/power supply provided by Florida Power & Light (FPL). This change order is associated with **RFI Nos. 003 and 013**.
  **Cost Impact:** $19,099.39
  **Time Impact:** 0 calendar days

- **Contractor Change Order 006.2 – RRFB Spread Footer Revision**
  This change order addresses unforeseen field conditions with existing concrete box culverts that required revisions to the proposed RRFB footer designs to avoid direct conflict with pole bases. The modifications were necessary to maintain functionality of both the proposed improvements and the existing utility infrastructure. This change order is associated with **RFI Nos. 017, 018 and 019**.
  **Cost Impact:** $9,850.12
  **Time Impact:** 0 calendar days

The above contractor change orders have been reviewed for scope, cost, and necessity, and are hereby certified as fair and reasonable. For administrative efficiency, these items have been combined into a single City-issued change order. The City's official Change Order form shall govern the approved adjustments to the contract amount and contract time and any other applicable provisions.

**Summary of Contractor Change Order 005.2 and 006.2:**

- **Total Cost Adjustment:** $28,949.51
- **Total Contract Time Adjustment:** 0 calendar days

Kimley»Horn

Based on our review, the changes outlined herein are considered fair and reasonable and Kimley-Horn recommends the City of Port Orange approve the subject change orders to allow for proper completion of the project.

Should you require any additional information or clarification, please do not hesitate to contact me.

Sincerely,

KIMLEY-HORN AND ASSOCIATES, INC.



Mark D. Grande, P.E.
Project Manager
P.E. #87476



kimley-horn.com | 3660 Maguire Boulevard, Suite 200, Orlando, FL 32803 | 407 898 1511

# MASCI GENERAL CONTRACTOR

**5752 S. Ridgewood Ave. Port Orange, FL 32127**
**Tel. (386) 322-4500 : General Fax (386) 322-4600**

Date: 4/2/2026

Quote To: City of Port Orange
Lisa Epstein
lepstein@port-orange.org
(386) 506-5667

Project Name: **SJR2C LOOP TRAIL (SUN TRAIL)**
Contact: Leo Masci and/or Heather Knight
leomasci@mascigc.com
RamonRodriguez@mascigc.com

## CHANGE ORDER 005

| ITEM | DESCRIPTION | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---|---|---|---|---|---|
| 630-2-11 | CONDUIT, FURNISH & INSTALL, OPEN TRENCH | 241 | LF | $27.73 | $6,682.93 |
| 635-2-11 | PULL & SPLICE BOX, F&I, 13" x 24" COVER SIZE | 2 | EA | $3,202.50 | $6,405.00 |
| 639-2-1 | ELECTRICAL SERVICE WIRE, FURNISH & INSTALL | 277.00 | LF | $8.37 | $2,318.49 |
| 630-2-12 | Directional Bore (60' -2") (Remobilization Cost) | 50.00 | LF | $33.41 | $1,670.50 |
| | Contractor Mark Up 10% | 1 | LS | | $2,022.47 |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | **TOTAL** | | | **$19,099.39** |

"This change order constitutes the full and final adjustment for the work described herein.
No further claims for additional compensation or time will be considered unless specifically authorized in writing by the City of Port Orange.
This change order reflects adjustments to the contract scope as mutually agreed
No other work outside the items listed herein is authorized.
All costs are based on unit prices, labor, equipment, and materials as documented.
Any time extension associated with this change order must be explicitly stated.
If no extension is noted, the contract completion date remains unchanged
All work performed under this change order shall comply with FDOT, AASHTO, and City of Port Orange standards.
Work under this change order shall not commence until written approval is received from the City.
Payment will be made in accordance with contract provisions and upon acceptance of work.
Quantities are subject to field verification by the Engineer
Supporting plan sheets, sketches, or photos should be referenced where applicable.

**DAYS ADDED TO CONTRACT**

**ITEMS EXCLUDED :**

1. Item 102-1 Maintenance of Traffic is only included for Masci's scope of work. Prime contractor to provide all MOT devices such as (i.e. Flagmen, temp construction signs, LCDs, barricades, arrow boards, message boards, off duty officers, LCNS, Pedestrian Escort, etc.) that may be required for the project.
2. Pricing does not include any additional work necessary to adhere to the FDOT index 600 drop-off criteria.
3. Pricing excludes all permits and fees, utility locations or adjustments, railroad insurance, railroad flagging, contamination removal, asphalt patching, trench cut repairs, temp. paint and RPMs
4. No Survey or As Builts included in quoted prices, Prime to provide survey as needed.
5. Masci will provide QC testing for our scope of work only; Ex.: Asphalt Operations perfromed by Masci.
6. The above stated exclusions may not list all items, but unless Masci's quotation specifically states a bid item, please assume that it is not included in Masci's scope of work quoted for the project.

SIGNATURE SHEET:

NOTE: This proposal may be withdrawn by Masci if not signed and received in our office with 30 days of date of quote.

Submitted by: _____ Date: _____
Estimator:

PLEASE SIGN AND RETURN UPON ACCEPTANCE:

UPON EXECUTION OF THIS CHANGE ORDER BY MASCI AGENT BELOW THIS DOCUMENT BECOMES A CONTRACT.

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to perform the work specified.

In the event that the amount herein shown is not paid when due, interest at the prime rate plus 10% per annum shall accumulate on the total due.

All costs of collection shall be paid by the customer including reasonable attorney fees.

ACCEPTED BY CLIENT: _____ Date: _____

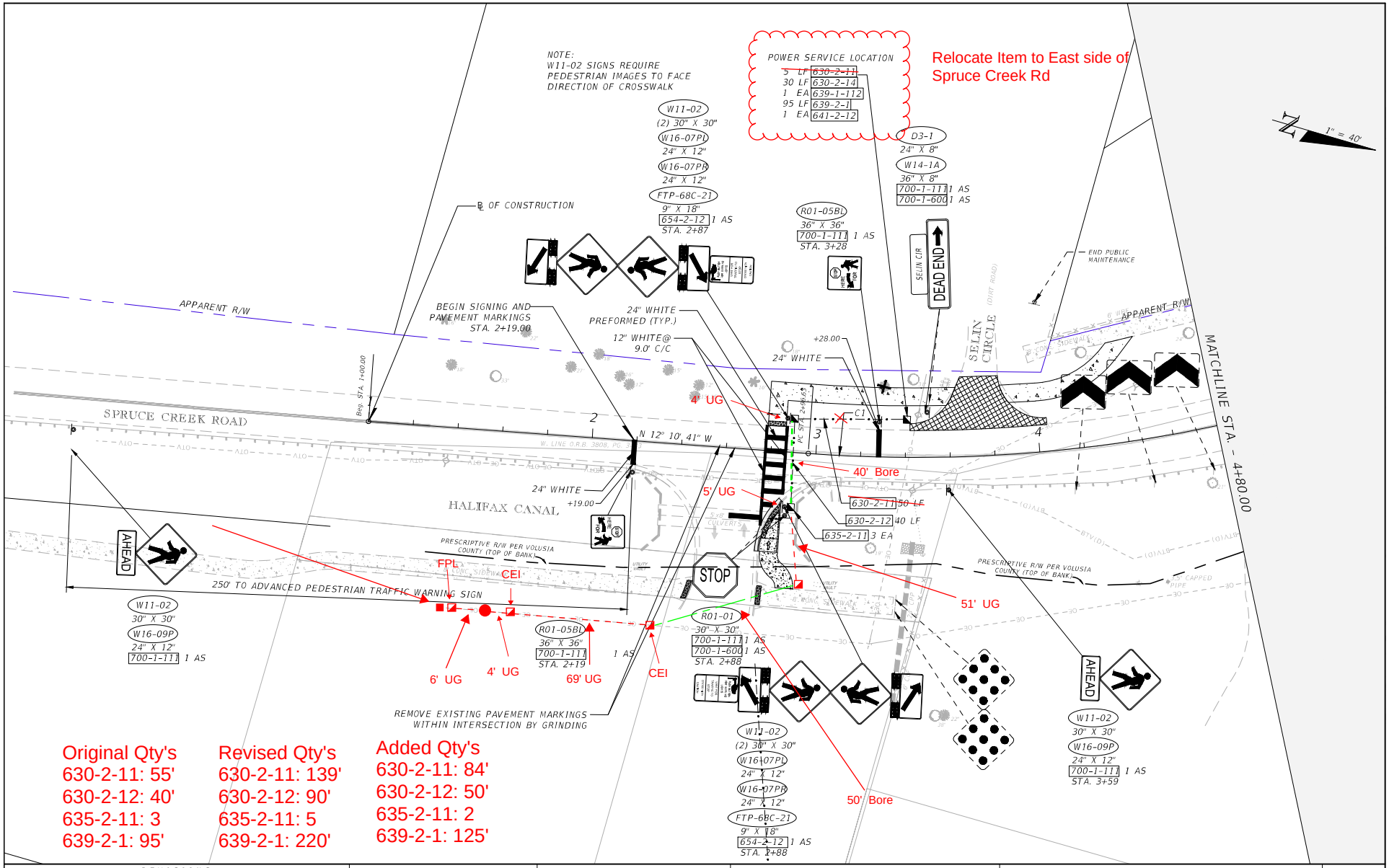
Title: _____

Chinchor Electric, Inc.
1460 S. Leavitt Ave.
Orange City, FL 32763
P: 386-774-1020

Project Name: SJR2C Loop Trail (Spruce Creek Rd) | Change Order Description: | Power Service Source Relocation Added Items R2 | Date | 3.19.26

| | | | | UNIT PRICES | | | | | | TOTAL COSTS | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Pay Item & Description | | Basic Qty | | MATL W/O Tax | Total Material W/O Tax | Crew Rate w/o Burden | Crew Rate w/Burden | SUB Price | Equip. Rate | MATL W/Tax | LABOR | SUBS | Equip | TOTAL COSTS |
| **Item #** | **Labor Cost** | | | | | | | | | | | | | |
| | | | HR | | $ - | $ - | $ - | | | $ - | $ - | $ - | $ - | $ - |
| | | | HR | | $ - | $ - | $ - | | | $ - | $ - | $ - | $ - | $ - |
| | | | HR | | $ - | $ - | $ - | | | $ - | $ - | $ - | $ - | $ - |
| Pay Item & Description | | Basic Qty | | MATL W/O Tax | Total Material W/O Tax | Crew Rate w/o Burden | Crew Rate w/Burden | SUB Price | Equip. Rate | MATL W/Tax | LABOR | SUBS | Equip | TOTAL COSTS |
| **Item #** | **Material Breakdown** | | | | | | | | | | | | | |
| 630-2-11 | CONDUIT, FURNISH & INSTALL, OPEN TRENCH | 241 | LF | $ 21.33 | $ 5,140.53 | | $ - | | | $ 5,473.96 | $ - | $ - | $ - | $ 5,473.96 |
| 635-2-11 | PULL & SPLICE BOX, F&I, 13" x 24" COVER SIZE | 2 | EA | $ 1,868.76 | $ 3,737.52 | | $ - | | | $ 3,980.46 | $ - | $ - | $ - | $ 3,980.46 |
| 639-2-1 | ELECTRICAL SERVICE WIRE, FURNISH & INSTALL | 277 | LF | $ 6.31 | $ 1,747.87 | | $ - | | | $ 1,861.48 | $ - | $ - | $ - | $ 1,861.48 |
| | | | | | $ - | | $ - | | | $ - | $ - | $ - | $ - | $ - |
| | | | | | $ - | | $ - | | | $ - | $ - | $ - | $ - | $ - |
| Pay Item & Description | | Basic Qty | | MATL W/O Tax | Total Material W/O Tax | Crew Rate w/o Burden | Crew Rate w/Burden | SUB Price | Equip. Rate | MATL W/Tax | LABOR | SUBS | Equip | TOTAL COSTS |
| **Item #** | **Equipment Cost** | | | | | | | | | | | | | |
| | | | | | $ - | | $ - | | | $ - | $ - | $ - | $ - | $ - |
| | | | | | $ - | | $ - | | $ - | $ - | $ - | $ - | $ - | $ - |
| | | | | | $ - | | $ - | | $ - | $ - | $ - | $ - | $ - | $ - |
| Pay Item & Description | | Basic Qty | | MATL W/O Tax | Total Material W/O Tax | Crew Rate w/o Burden | Crew Rate w/Burden | SUB Price | Equip. Rate | MATL W/Tax | LABOR | SUBS | Equip | TOTAL COSTS |
| **Item #** | **Subcontractors** | | | | | | | | | | | | | |
| 630-2-12 | Directional Bore (60' -2") (Remobilization Cost) | 50 | LF | | $ - | | $ - | $ 70.00 | | $ - | $ - | $ 3,500.00 | $ - | $ 3,500.00 |
| | | | | | $ - | | $ - | $ - | | $ - | $ - | $ - | $ - | $ - |
| | | | | | $ - | | $ - | $ - | | $ - | $ - | $ - | $ - | $ - |
| **TOTAL COSTS** | | | | | **$ 10,625.92** | | | | | **$ 11,315.90** | **$ -** | **$ 3,500.00** | **$ -** | **$ 14,815.90** |
| MARKUP | | | | 15.0% | | | | | | $ 1,697.39 | $ - | | $ - | $ 1,697.39 |
| | SUBCONTRACTOR MARKUP | | | 0.0% | | | | | | | | $ - | | $ - |
| SURTAX Rate | | | | 0.5% | 52.42695 | | | | | | | | | |
| SUBTOTAL | | | | | | | | | | $ 13,013.29 | $ - | $ 3,500.00 | $ - | $ 16,513.29 |
| GENERAL LIABILITY & BOND | | | | | | | | | 0.800% | | | | | $ 132.11 |
| TOTAL COST THIS CHANGE | | | | | | | | | | | | | | **$ 16,645.39** |

# Power Source Location adjustments after meeting on site 11/11/25.




Original Qty's
630-2-11: 55'
630-2-12: 40'
635-2-11: 3
639-2-1: 95'

Revised Qty's
630-2-11: 139'
630-2-12: 90'
635-2-11: 5
639-2-1: 220'

Added Qty's
630-2-11: 84'
630-2-12: 50'
635-2-11: 2
639-2-1: 125'

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

CITY OF PORT ORANGE
1000 CITY CENTER CIRCLE
PORT ORANGE, FL 32129

MERLYNN O. ANDERSON, P.E.
P.E. LICENSE NUMBER 83096
STANLEY CONSULTANTS, INC.
80 SPRING VISTA DRIVE
DEBARY, FL 32713

SJR2C LOOP TRAIL
FROM SOUTH OF SELIN CIR TO HERBERT ST

| ROAD | COUNTY | FINANCIAL PROJECT ID |
|---|---|---|
| SPRUCE CREEK RD | VOLUSIA | 439865-3-54-01 |

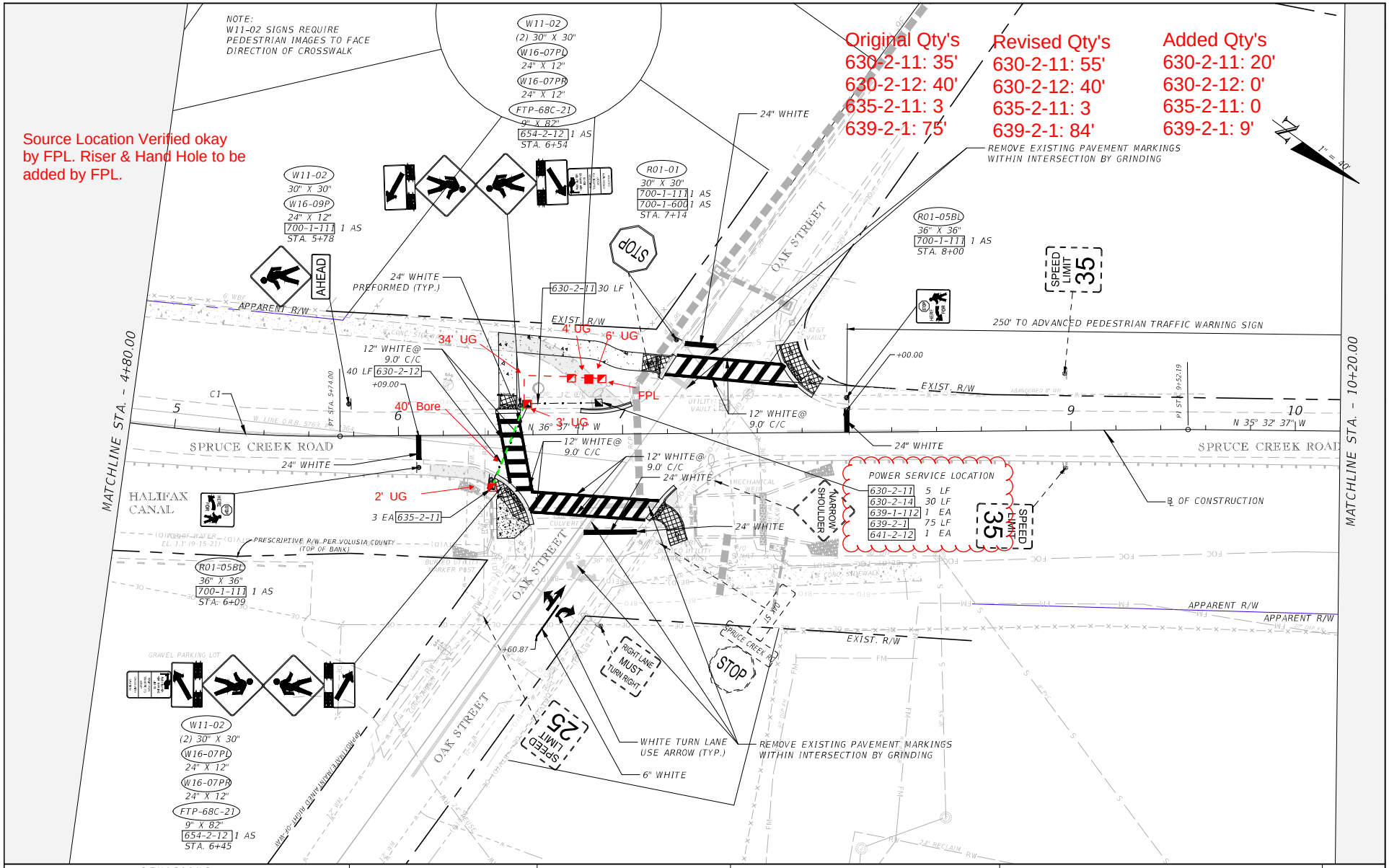
SIGNING AND PAVEMENT MARKING PLAN

SHEET NO. 49

O'Neill, Karen 3/25/2025 8:14:04 AM Z:\2016 Projects\10962 (Port Orange)\TWO 09 - SUNTrail (SJR2C Loop) Spruce Creek Rd\CAD\439865\Signing\PLANSP01.dwg

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

# Power Source Location adjustments after meeting on site 11/11/25.




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

CITY OF PORT ORANGE
1000 CITY CENTER CIRCLE
PORT ORANGE, FL 32129

MERLYNN O. ANDERSON, P.E.
P.E. LICENSE NUMBER 83096

STANLEY CONSULTANTS, INC.
80 SPRING VISTA DRIVE
DEBARY, FL 32713

SJR2C LOOP TRAIL
FROM SOUTH OF SELIN CIR TO HERBERT ST

| ROAD | COUNTY | FINANCIAL PROJECT ID |
|---|---|---|
| SPRUCE CREEK RD | VOLUSIA | 439865-3-54-01 |

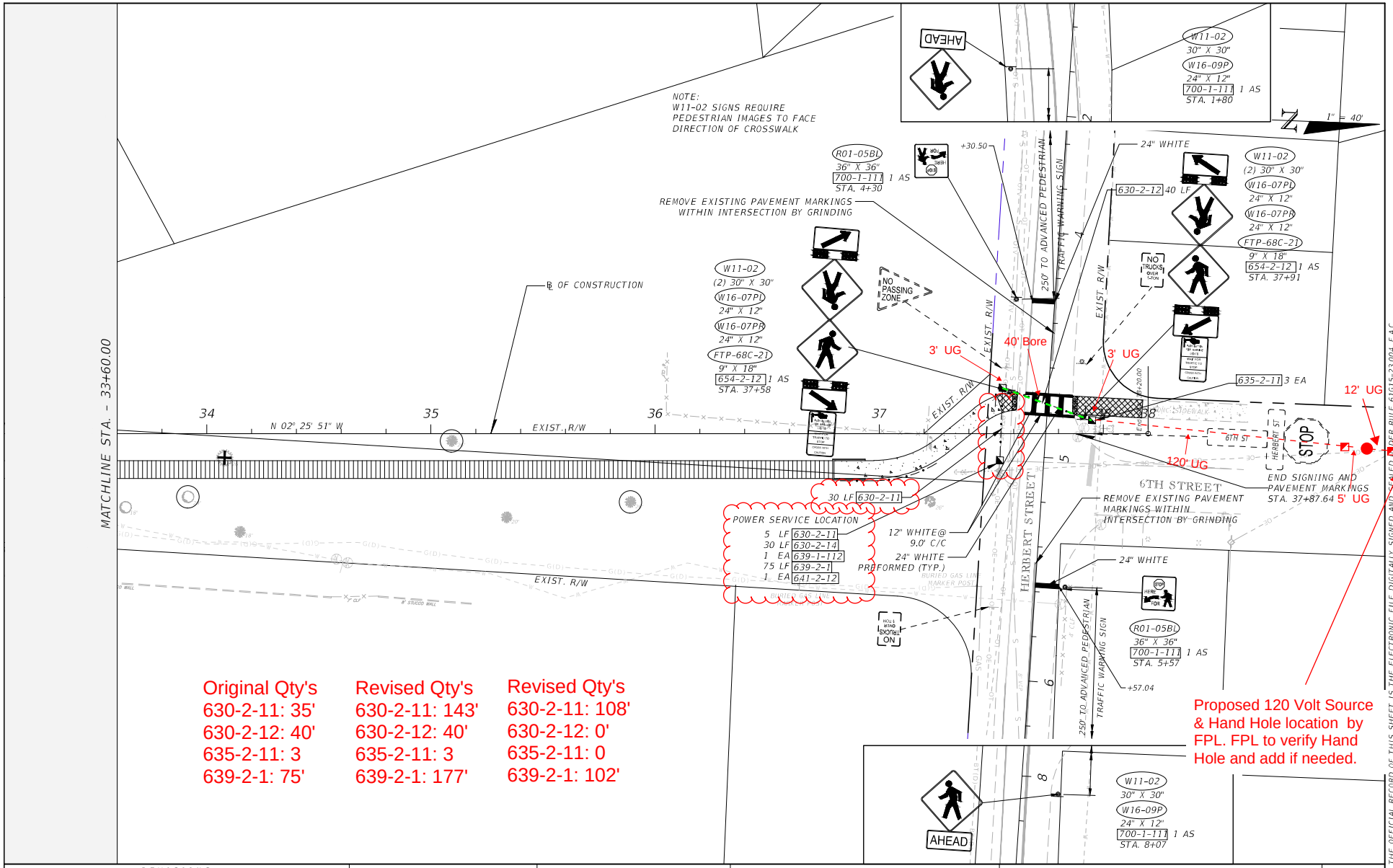
SIGNING AND PAVEMENT MARKING PLAN

SHEET NO. 50

O'Neill, Karen 3/25/2025 8:14:06 AM Z:\2016 Projects\10962 (Port Orange)\TWO 09 - SUNTrail (SJR2C Loop) Spruce Creek Rd\CAD\439865\Signing\PLANSP01.dwg

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

# Power Source Location adjustments after meeting on site 11/11/25.




Original Qty's
630-2-11: 35'
630-2-12: 40'
635-2-11: 3
639-2-1: 75'

Revised Qty's
630-2-11: 143'
630-2-12: 40'
635-2-11: 3
639-2-1: 177'

Revised Qty's
630-2-11: 108'
630-2-12: 0'
635-2-11: 0
639-2-1: 102'

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

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

CITY OF PORT ORANGE
1000 CITY CENTER CIRCLE
PORT ORANGE, FL 32129

MERLYNN O. ANDERSON, P.E.
P.E. LICENSE NUMBER 83096

STANLEY CONSULTANTS, INC.
80 SPRING VISTA DRIVE
DEBARY, FL 32713

SJR2C LOOP TRAIL
FROM SOUTH OF SELIN CIR TO HERBERT ST

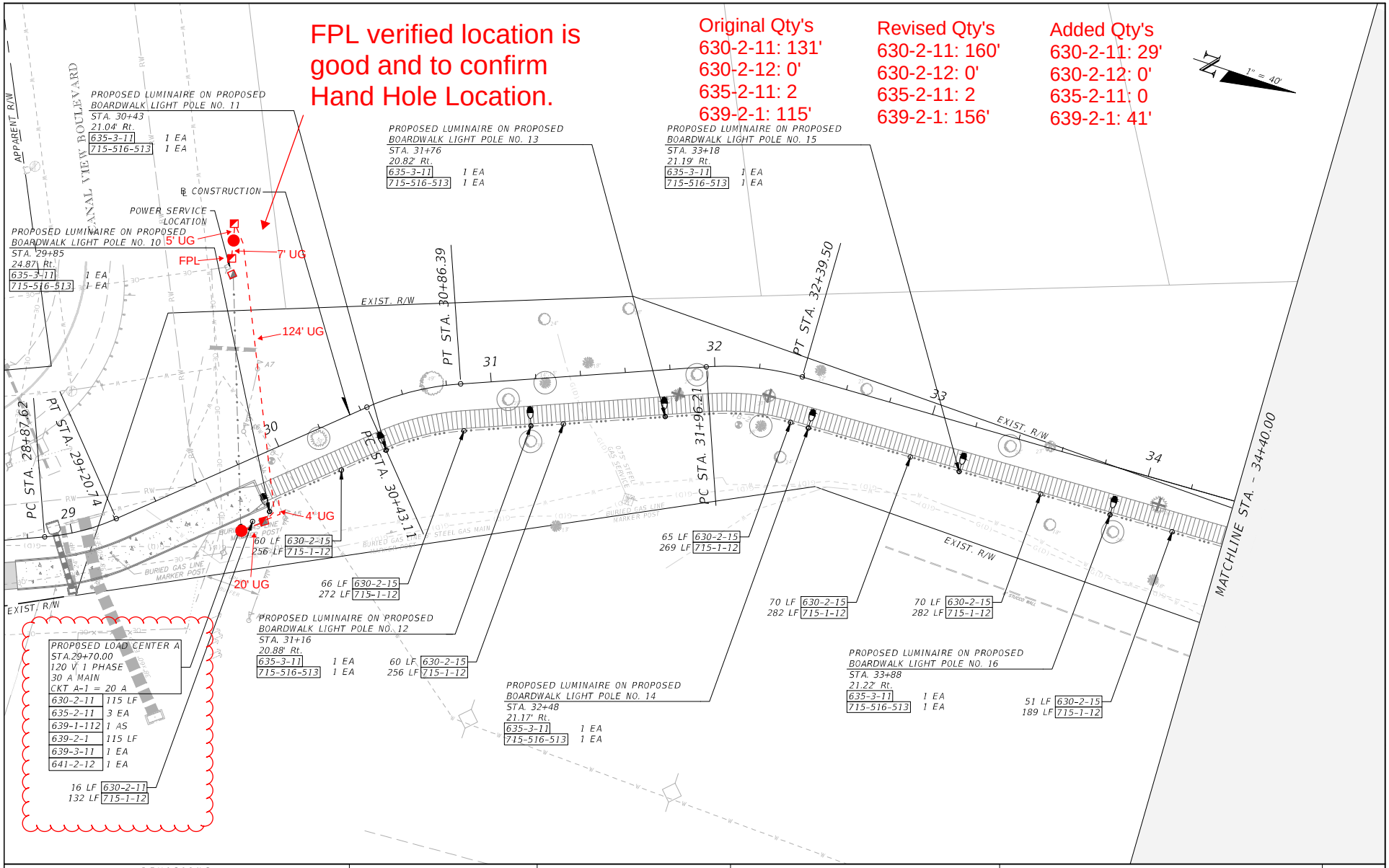
| ROAD | COUNTY | FINANCIAL PROJECT ID |
|---|---|---|
| SPRUCE CREEK RD | VOLUSIA | 439865-3-54-01 |

SIGNING AND PAVEMENT MARKING PLAN

SHEET NO. 55

O'Neill, Karen 3/25/2025 8:14:33 AM Z:\2016 Projects\10962 (Port Orange)\TWO 09 - SUNTrail (SJR2C Loop) Spruce Creek Rd\CAD\439865\Signing\PLANSP01.dwg

# Power Source Location adjustments after meeting on site 11/11/25.




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

CITY OF PORT ORANGE
1000 CITY CENTER CIRCLE
PORT ORANGE, FL 32129

HANNAH E. NEWHARD, P.E.
P.E. LICENSE NUMBER 99625

STANLEY CONSULTANTS, INC.
80 SPRING VISTA DRIVE
DEBARY, FL 32713

SJR2C LOOP TRAIL
FROM SOUTH OF SELIN CIR TO HERBERT ST

| ROAD | COUNTY | FINANCIAL PROJECT ID |
|---|---|---|
| SPRUCE CREEK RD | VOLUSIA | 439865-3-54-01 |

LIGHTING PLAN SHEET

SHEET NO. L-08

Myers, Gabriela 5/20/2025 2:26:32 PM Z:\2016 Projects\10962 (Port Orange)\TWO 09 - SUNTrail (SJR2C Loop) Spruce Creek Rd\CAD\439865\Lighting\PLANLT01.dwg

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

# MASCI GENERAL CONTRACTOR, INC.

5752 South Ridgewood Ave. Port Orange, FL 32127
Tel. (386) 322-4500, FAX (386) 322-4600

Date of Work TBD

Description: Spread footer at RRFB

| Item | Description | Qty | UM | Labor Rate | Labor Burden | Labor Total | Total | |
|---|---|---|---|---|---|---|---|---|
| **1. Labor** | | | | | | | | |
| | Foreman | 0 | HR | $35.00 | 69.99% | $0.00 | | |
| | Laborer | 0 | HR | $24.00 | 69.99% | $0.00 | | |
| | Laborer | 0 | HR | $24.00 | 69.99% | $0.00 | | |
| | Operator: Excavator | 0 | HR | $26.00 | 69.99% | $0.00 | | |
| | Operator: Loader | 0 | HR | $25.00 | 69.99% | $0.00 | | |
| | Laborer: Common | 0 | HR | $18.50 | 69.99% | $0.00 | | |
| | | | | | | | Labor total | $0.00 |
| | | | | | | | 15 % Profit | $0.00 |
| | | | | | | | **Subtotal** | **$0.00** |
| | | | | **Equipment** | | | | |
| **2. Equipment** | | **Qty** | **UM** | **Rate** | | **Total** | | |
| | John Deer 544K Loader | 0 | HR | $85.00 | | $0.00 | | |
| | John Deere 700 Dozer | 0 | HR | $120.00 | | $0.00 | | |
| | John Deere 672 Motor Grader | 0 | HR | $130.00 | | $0.00 | | |
| | John Deere 325 Skid Steer | 0 | HR | $55.00 | | $0.00 | | |
| | Hitachi 50U Excavator | 0 | HR | $95.00 | | $0.00 | | |
| | Hyundai 210 Excavator | 0 | HR | $115.00 | | $0.00 | | |
| | Bomag 211 Roller | 0 | HR | $90.00 | | $0.00 | | |
| | Laymor Broom | 0 | HR | $80.00 | | $0.00 | | |
| | Water Truck | 0 | HR | $95.00 | | $0.00 | | |
| | GPS technology System | 0 | HR | $150.00 | | $0.00 | | |
| | Tool Trailer | 0 | HR | $45.00 | | $0.00 | | |
| | Flatbed Trailer | 0 | HR | $65.00 | | $0.00 | | |
| | Pick up Trucks (2) | 0 | HR | $35.00 | | $0.00 | | |
| | | | | | | | Equipment Total | $0.00 |
| | | | | | | | 15 % Profit | $0.00 |
| | | | | | | | **Subtotal** | **$0.00** |
| **3. Subcontractor** | | | | **Subcontractors** | | | | |
| | | **Qty** | **UM** | **Rate** | | **Total** | | |
| | Chinchor Electric | 1 | LS | $8,565.32 | | $8,565.32 | | |
| | | | | | | | Subcont. Total | $8,565.32 |
| | | | | | | | 15% Profit | $1,284.80 |
| | | | | | | | **Subtotal** | **$9,850.12** |
| **4. Materials** | | | | **Materials** | | | | |
| | | **Qty** | **UM** | **Rate** | **Tax** | **Total** | | |
| | | | | | | $0.00 | | |
| | | | | | | $0.00 | | |
| | | | | | | | | |
| | | | | | | | Subcont. Total | $0.00 |
| | | | | | | | 15% Profit | $0.00 |
| | | | | | | | **Subtotal** | **$0.00** |
| | | | | | | | **Total** | **$9,850.12** |

Chinchor Electric, Inc.
1460 S. Leavitt Ave.
Orange City, FL 32763
P: 386-774-1020

Project Name: SJR2C Loop Trail (Spruce Creek Rd) | Change Order Description: RFI#2-R2 3x Ped Foundation Spread Footers @ Dunlawton | Date 3.18.26

| | | | | UNIT PRICES | | | | | | TOTAL COSTS | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Pay Item & Description | | Basic Qty | | MATL W/O Tax | Total Material W/O Tax | Crew Rate w/o Burden | Crew Rate w/Burden | SUB Price | Equip. Rate | MATL W/Tax | LABOR | SUBS | Equip | TOTAL COSTS |
| **Item #** | **Labor Cost** | | | | | | | | | | | | | |
| | Joseph Montague | 36 | HR | | $ - | $ 30.00 | $ 46.61 | | | $ - | $ 1,678.10 | $ - | $ - | $ 1,678.10 |
| | Jose Morales | 36 | HR | | $ - | $ 26.00 | $ 40.40 | | | $ - | $ 1,454.36 | $ - | $ - | $ 1,454.36 |
| | Luis Rodriguez | 36 | HR | | $ - | $ 22.00 | $ 34.18 | | | $ - | $ 1,230.61 | $ - | $ - | $ 1,230.61 |
| Pay Item & Description | | Basic Qty | | MATL W/O Tax | Total Material W/O Tax | Crew Rate w/o Burden | Crew Rate w/Burden | SUB Price | Equip. Rate | MATL W/Tax | LABOR | SUBS | Equip | TOTAL COSTS |
| **Item #** | **Material Breakdown** | | | | | | | | | | | | | |
| | Spreadfooter Steel Rebar Cage | 3 | EA | $ 56.25 | $ 168.75 | | $ - | | | $ 179.72 | $ - | $ - | $ - | $ 179.72 |
| | 3/4" Steel Bearing Plates | 3 | EA | $ 206.52 | $ 619.56 | | $ - | | | $ 659.83 | $ - | $ - | $ - | $ 659.83 |
| | Special Anchor Bolts (3/4" x 12" w/Nuts & Washers) | 12 | EA | $ 18.50 | $ 222.00 | | $ - | | | $ 236.43 | $ - | $ - | $ - | $ 236.43 |
| | Concrete per square yard (Short Load Fee) | 3 | SY | $ 475.00 | $ 1,425.00 | | $ - | | | $ 1,517.63 | $ - | $ - | $ - | $ 1,517.63 |
| | | | | | $ - | | $ - | | | $ - | $ - | $ - | $ - | $ - |
| Pay Item & Description | | Basic Qty | | MATL W/O Tax | Total Material W/O Tax | Crew Rate w/o Burden | Crew Rate w/Burden | SUB Price | Equip. Rate | MATL W/Tax | LABOR | SUBS | Equip | TOTAL COSTS |
| **Item #** | **Equipment Cost** | | | | | | | | | | | | | |
| | Concrete Buggy | 8 | HR | | $ - | | $ - | | $ 54.04 | $ - | $ - | $ - | $ 432.32 | $ 432.32 |
| | | | | | $ - | | $ - | | $ - | $ - | $ - | $ - | $ - | $ - |
| | | | | | $ - | | $ - | | $ - | $ - | $ - | $ - | $ - | $ - |
| Pay Item & Description | | Basic Qty | | MATL W/O Tax | Total Material W/O Tax | Crew Rate w/o Burden | Crew Rate w/Burden | SUB Price | Equip. Rate | MATL W/Tax | LABOR | SUBS | Equip | TOTAL COSTS |
| **Item #** | **Subcontractors** | | | | | | | | | | | | | |
| | | | | | $ - | | $ - | | | $ - | $ - | $ - | $ - | $ - |
| | | | | | $ - | | $ - | $ - | | $ - | $ - | $ - | $ - | $ - |
| | | | | | $ - | | $ - | $ - | | $ - | $ - | $ - | $ - | $ - |
| **TOTAL COSTS** | | | | | **$ 2,435.31** | | | | | **$ 2,593.61** | **$ 4,363.07** | **$ -** | **$ 432.32** | **$ 7,389.00** |
| MARKUP | | | | 15.0% | | | | | | $ 389.04 | $ 654.46 | | $ 64.85 | $ 1,108.35 |
| | | | | 0.0% | | | | | | | | $ - | | $ - |
| SURTAX Rate | | | | 0.5% | 12.17655 | | | | | | | | | |
| SUBTOTAL | | | | | | | | | | $ 2,982.65 | $ 5,017.53 | $ - | $ 497.17 | $ 8,497.34 |
| GENERAL LIABILITY & BOND | | | | | | | | | 0.800% | | | | | $ 67.98 |
| TOTAL COST THIS CHANGE | | | | | | | | | | | | | | **$ 8,565.32** |

Kimley»Horn

April 13, 2026

Ms. Lisa Epstein – City of Port Orange
1000 City Center Circle
Port Orange, FL 32129

Re: Engineer's Certification of Contractor Change Orders
SJR2C Loop Trail – ITB 25-13 – CD221

Lisa:

In our capacity as the CEI Engineer for the above-referenced project, this letter serves as certification and justification for several contractor-submitted change orders into a single City-issued change order for execution. During construction, the contractor identified unforeseen field conditions and conflicts that they stated required modifications to the original contract documents in order to maintain constructability, safety, and compliance with applicable standards. The Contractor submitted the following change orders, which have been reviewed by the CEI team (Kimley-Horn and Associates, Inc.) and the Engineer of Record (Stanley Consultants, Inc.) and determined to be necessary for the successful completion of the project:

- **Contractor Change Order 007 – Additional Work (Watermain/Reclaim Repairs)**
  This change order addresses the required rework, additional labor and equipment costs, and delays associated with various utility line breaks and/or conflicts with proposed project infrastructure. During the initial project phases of clearing and trail base preparation, existing potable water main and reclaim water main were encountered. Due to incorrectly marked above ground locates, the watermain was hit three times, requiring repairs and rework of previously established base material. Due to an existing reclaim water meter conflicting with the proposed trail layout, the encountered reclaim water line required relocation by the City, however, labor and equipment for excavations and backfill were provided by the project Contractor.
  **Cost Impact:** $17,860.54
  **Time Impact:** 3 calendar days

The above contractor change order has been reviewed for scope, cost, and necessity. Based on our review, the changes outlined herein are considered fair and reasonable and Kimley-Horn recommends the City of Port Orange approve the subject change orders to allow for proper completion of the project. The City's official Change Order form shall govern the approved adjustments to the contract amount and contract time and any other applicable provisions.

Should you require any additional information or clarification, please do not hesitate to contact me.

Sincerely,

KIMLEY-HORN AND ASSOCIATES, INC.



Mark D. Grande, P.E.
Project Manager
P.E. #87476



kimley-horn.com | 1530 Cornerstone Blvd., Suite 200, Daytona Beach, FL 32117 | 407 789 2209

# MASCI GENERAL CONTRACTOR, INC.

5752 South Ridgewood Ave. Port Orange, FL 32127
Tel. (386) 322-4500, FAX (386) 322-4600

Date of Work 11/5/2025

Description: Provide excation and labor support to city crew (city had no equipment available)
Excavated and backfilled trench after modification

| Item | Description | Qty | UM | Labor Rate | Labor Burden | Labor Total | Total | |
|---|---|---|---|---|---|---|---|---|
| **1. Labor** | | | | | | | | |
| | Foreman | 4.5 | HR | $35.00 | 69.99% | $267.73 | | |
| | Laborer | 4.5 | HR | $24.00 | 69.99% | $183.59 | | |
| | Laborer | 4.5 | HR | $24.00 | 69.99% | $183.59 | | |
| | Operator: Excavator | 4.5 | HR | $26.00 | 69.99% | $198.89 | | |
| | Operator: Loader | 4.5 | HR | $25.00 | 69.99% | $191.24 | | |
| | Laborer: Common | 4.5 | HR | $18.50 | 69.99% | $141.52 | | |
| | | | | | | | Labor total | $1,166.56 |
| | | | | | | | 15 % Profit | $174.98 |
| | | | | | | | **Subtotal** | **$1,341.54** |
| | | | | **Equipment** | | | | |
| **2. Equipment** | | **Qty** | **UM** | **Idle Rate** | **Oper/Rate** | **Total** | | |
| Idle Cost | John Deer 544K Loader | 4.5 | HR | $40.71 | $59.72 | $183.20 | | |
| Idle Cost | John Deere 700 Dozer | 4.5 | HR | $49.17 | $75.00 | $221.27 | | |
| Idle Cost | John Deere 672 Motor Grader | 4.5 | HR | $108.71 | $140.11 | $489.20 | | |
| Operating Cost | John Deere 325 Skid Steer | 4.5 | HR | $44.18 | $61.01 | $274.55 | | |
| Operating Cost | Hitachi 50U Excavator | 4.5 | HR | $20.76 | $30.79 | $138.56 | | |
| Idle Cost | Hyundai 210 Excavator | 4.5 | HR | $66.22 | $85.03 | $297.99 | | |
| Idle Cost | Bomag 211 Roller | 4.5 | HR | $34.82 | $48.16 | $156.69 | | |
| Idle Cost | Laymor Broom | 4.5 | HR | $51.31 | $78.27 | $230.90 | | |
| Idle Cost | Water Truck | 4.5 | HR | $33.31 | $45.64 | $149.90 | | |
| Idle Cost | GPS technology System | 4.5 | HR | $99.74 | $132.98 | $448.83 | | |
| Idle Cost | Tool Trailer | 4.5 | HR | $18.11 | $25.79 | $81.50 | | |
| Idle Cost | Flatbed Trailer | 4.5 | HR | $18.11 | $25.79 | $81.50 | | |
| Idle Cost | Pick up Trucks (2) | 4.5 | HR | $18.05 | $27.35 | $81.23 | | |
| | | | | | | | Equipment Total | $2,835.27 |
| | | | | | | | 15 % Profit | $425.29 |
| | | | | | | | **Subtotal** | **$3,260.56** |
| **3. Subcontractor** | | | | **Subcontractors** | | | | |
| | | **Qty** | **UM** | **Rate** | | **Total** | | |
| | | | | | | | | |
| | | | | | | | Subcont. Total | $0.00 |
| | | | | | | | 10% Profit | $0.00 |
| | | | | | | | **Subtotal** | **$0.00** |
| **4. Materials** | | | | **Materials** | | | | |
| | | **Qty** | **UM** | **Rate** | **Tax** | **Total** | | |
| | | | | | | $0.00 | | |
| | | | | | | $0.00 | | |
| | | | | | | | | |
| | | | | | | | Subcont. Total | $0.00 |
| | | | | | | | 10% Profit | $0.00 |
| | | | | | | | **Subtotal** | **$0.00** |
| | | | | | | | **Total** | **$4,602.10** |

# MASCI GENERAL CONTRACTOR, INC.

5752 South Ridgewood Ave. Port Orange, FL 32127
Tel. (386) 322-4500, FAX (386) 322-4600

Date of Work 10/31/2025

Description: Repair and clean up of unforeseen 2" water main breakage. Water debris removal, res-establishi with existing limerock and compact as required.

| Item | Description | Qty | UM | Labor Rate | Labor Burden | Labor Total | Total | |
|---|---|---|---|---|---|---|---|---|
| **1. Labor** | | | | | | | | |
| | Foreman | 3 | HR | $35.00 | $0.70 | $178.49 | | |
| | Laborer | 3 | HR | $24.00 | $0.70 | $122.39 | | |
| | Laborer | 3 | HR | $24.00 | $0.70 | $122.39 | | |
| | Operator: Excavator | 3 | HR | $26.00 | $0.70 | $132.59 | | |
| | Operator: Loader | 3 | HR | $25.00 | $0.70 | $127.49 | | |
| | Laborer: Common | 3 | HR | $18.50 | $0.70 | $94.34 | | |
| | | | | | | | Labor total | $777.70 |
| | | | | | | | 15 % Profit | $116.66 |
| | | | | | | | **Subtotal** | **$894.36** |
| | | | | **Equipment** | | | | |
| **2. Equipment** | | **Qty** | **UM** | **Idle Rate** | **Oper/Rate** | **Total** | | |
| Idle Cost | John Deer 544K Loader | 3 | HR | $40.71 | $59.72 | $122.13 | | |
| Idle Cost | John Deere 700 Dozer | 3 | HR | $49.17 | $75.00 | $147.51 | | |
| Idle Cost | John Deere 672 Motor Grader | 3 | HR | $108.71 | $140.11 | $326.13 | | |
| Idle Cost | John Deere 325 Skid Steer | 3 | HR | $44.18 | $61.01 | $132.54 | | |
| Idle Cost | Hitachi 50U Excavator | 3 | HR | $20.76 | $30.79 | $62.28 | | |
| Idle Cost | Hyundai 210 Excavator | 3 | HR | $66.22 | $85.03 | $198.66 | | |
| Idle Cost | Bomag 211 Roller | 3 | HR | $34.82 | $48.16 | $104.46 | | |
| Idle Cost | Laymor Broom | 3 | HR | $51.31 | $78.27 | $153.93 | | |
| Idle Cost | Water Truck | 3 | HR | $33.31 | $45.64 | $99.93 | | |
| Idle Cost | GPS technology System | 3 | HR | $99.74 | $132.98 | $299.21 | | |
| Idle Cost | Tool Trailer | 3 | HR | $18.11 | $25.79 | $54.33 | | |
| Idle Cost | Flatbed Trailer | 3 | HR | $18.11 | $25.79 | $54.33 | | |
| Idle Cost | Pick up Trucks (2) | 3 | HR | $18.05 | $27.35 | $54.15 | | |
| | | | | | | | Equipment Total | $1,809.59 |
| | | | | | | | 15 % Profit | $271.44 |
| | | | | | | | **Subtotal** | **$2,081.03** |
| **3. Subcontractor** | | | | **Subcontractors** | | | | |
| | | **Qty** | **UM** | **Rate** | | **Total** | | |
| | | | | | | | | |
| | | | | | | | Subcont. Total | $0.00 |
| | | | | | | | 10% Profit | $0.00 |
| | | | | | | | **Subtotal** | **$0.00** |
| **4. Materials** | | | | **Materials** | | | | |
| | | **Qty** | **UM** | **Rate** | **Tax** | **Total** | | |
| | | | | | | $0.00 | | |
| | | | | | | $0.00 | | |
| | | | | | | | | |
| | | | | | | | Subcont. Total | $0.00 |
| | | | | | | | 10% Profit | $0.00 |
| | | | | | | | **Subtotal** | **$0.00** |
| | | | | | | | **Total** | **$2,975.39** |

# MASCI GENERAL CONTRACTOR, INC.

5752 South Ridgewood Ave. Port Orange, FL 32127
Tel. (386) 322-4500, FAX (386) 322-4600

Date of Work 11/4/2025

Description: Re-work area previously stabilized due to water main break.
Took a total of 5 hours to rework area

| Item | Description | Qty | UM | Labor Rate | Labor Burden | Labor Total | Total | |
|---|---|---|---|---|---|---|---|---|
| **1. Labor** | | | | | | | | |
| | Foreman | 5 | HR | $35.00 | 69.99% | $297.48 | | |
| | Laborer | 5 | HR | $24.00 | 69.99% | $203.99 | | |
| | Laborer | 5 | HR | $24.00 | 69.99% | $203.99 | | |
| | Operator: Excavator | 5 | HR | $26.00 | 69.99% | $220.99 | | |
| | Operator: Loader | 5 | HR | $25.00 | 69.99% | $212.49 | | |
| | Laborer: Common | 5 | HR | $18.50 | 69.99% | $157.24 | | |
| | | | | | | | Labor total | $1,296.17 |
| | | | | | | | 15 % Profit | $194.43 |
| | | | | | | | **Subtotal** | **$1,490.60** |
| | | | | **Equipment** | | | | |
| **2. Equipment** | | **Qty** | **UM** | **Idle Rate** | **Oper/Rate** | **Total** | | |
| Idle Cost | John Deer 544K Loader | 5 | HR | $40.71 | $59.72 | $203.55 | | |
| Operating Cost | John Deere 700 Dozer | 5 | HR | $49.17 | $75.00 | $375.00 | | |
| Operating Cost | John Deere 672 Motor Grader | 5 | HR | $108.71 | $140.11 | $700.55 | | |
| Idle Cost | John Deere 325 Skid Steer | 5 | HR | $44.18 | $61.01 | $220.90 | | |
| Idle Cost | Hitachi 50U Excavator | 5 | HR | $20.76 | $30.79 | $103.80 | | |
| Idle Cost | Hyundai 210 Excavator | 5 | HR | $66.22 | $85.03 | $331.10 | | |
| Idle Cost | Bomag 211 Roller | 5 | HR | $34.82 | $48.16 | $174.10 | | |
| Idle Cost | Laymor Broom | 5 | HR | $51.31 | $78.27 | $256.55 | | |
| Idle Cost | Water Truck | 5 | HR | $33.31 | $45.64 | $166.55 | | |
| Idle Cost | GPS technology System | 5 | HR | $99.74 | $132.98 | $498.70 | | |
| Idle Cost | Tool Trailer | 5 | HR | $18.11 | $25.79 | $90.55 | | |
| Idle Cost | Flatbed Trailer | 5 | HR | $18.11 | $25.79 | $90.55 | | |
| Idle Cost | Pick up Trucks (2) | 5 | HR | $18.05 | $27.35 | $90.25 | | |
| | | | | | | | Equipment Total | $3,302.15 |
| | | | | | | | 15 % Profit | $495.32 |
| | | | | | | | **Subtotal** | **$3,797.47** |
| **3. Subcontractor** | | | | **Subcontractors** | | | | |
| | | **Qty** | **UM** | **Rate** | | **Total** | | |
| | | | | | | | | |
| | | | | | | | Subcont. Total | $0.00 |
| | | | | | | | 15% Profit | $0.00 |
| | | | | | | | **Subtotal** | **$0.00** |
| **4. Materials** | | | | **Materials** | | | | |
| | | **Qty** | **UM** | **Rate** | **Tax** | **Total** | | |
| | Crushed Concrete | 20 | SY | $33.24 | | $664.80 | | |
| | | | | | | $0.00 | | |
| | | | | | | | | |
| | | | | | | | Subcont. Total | $664.80 |
| | | | | | | | 15% Profit | $99.72 |
| | | | | | | | **Subtotal** | **$764.52** |
| | | | | | | | **Total** | **$6,052.59** |

# MASCI GENERAL CONTRACTOR, INC.

5752 South Ridgewood Ave. Port Orange, FL 32127
Tel. (386) 322-4500, FAX (386) 322-4600

Date of Work 11/6/2025

Description: Clean up and regrading of distrubed area due to water main break,

| Item | Description | Qty | UM | Labor Rate | Labor Burden | Labor Total | Total | |
|---|---|---|---|---|---|---|---|---|
| **1. Labor** | | | | | | | | |
| | Foreman | 4 | HR | $35.00 | 69.99% | $237.99 | | |
| | Laborer | 4 | HR | $24.00 | 69.99% | $163.19 | | |
| | Laborer | 4 | HR | $24.00 | 69.99% | $163.19 | | |
| | Operator: Excavator | 4 | HR | $26.00 | 69.99% | $176.79 | | |
| | Operator: Loader | 4 | HR | $25.00 | 69.99% | $169.99 | | |
| | Laborer: Common | 4 | HR | $18.50 | 69.99% | $125.79 | | |
| | | | | | | | Labor total | $1,036.94 |
| | | | | | | | 15 % Profit | $155.54 |
| | | | | | | | **Subtotal** | **$1,192.48** |
| | | | | **Equipment** | | | | |
| **2. Equipment** | | **Qty** | **UM** | **Idle Rate** | **Oper/Rate** | **Total** | | |
| Idle Cost | John Deer 544K Loader | 4 | HR | $40.71 | $59.72 | $162.84 | | |
| Operating Cost | John Deere 700 Dozer | 4 | HR | $49.17 | $75.00 | $300.00 | | |
| Operating Cost | John Deere 672 Motor Grader | 4 | HR | $108.71 | $140.11 | $560.44 | | |
| Idle Cost | John Deere 325 Skid Steer | 4 | HR | $44.18 | $61.01 | $176.72 | | |
| Idle Cost | Hitachi 50U Excavator | 4 | HR | $20.76 | $30.79 | $83.04 | | |
| Idle Cost | Hyundai 210 Excavator | 4 | HR | $66.22 | $85.03 | $264.88 | | |
| Idle Cost | Bomag 211 Roller | 4 | HR | $34.82 | $48.16 | $139.28 | | |
| Idle Cost | Laymor Broom | 4 | HR | $51.31 | $78.27 | $205.24 | | |
| Idle Cost | Water Truck | 4 | HR | $33.31 | $45.64 | $133.24 | | |
| Idle Cost | GPS technology System | 4 | HR | $99.74 | $132.98 | $398.96 | | |
| Idle Cost | Tool Trailer | 4 | HR | $18.11 | $25.79 | $72.44 | | |
| Idle Cost | Flatbed Trailer | 4 | HR | $18.11 | $25.79 | $72.44 | | |
| Idle Cost | Pick up Trucks (2) | 4 | HR | $18.05 | $27.35 | $72.20 | | |
| | | | | | | | Equipment Total | $2,641.72 |
| | | | | | | | 15 % Profit | $396.26 |
| | | | | | | | **Subtotal** | **$3,037.98** |
| **3. Subcontractor** | | | | **Subcontractors** | | | | |
| | | **Qty** | **UM** | **Rate** | | **Total** | | |
| | | | | | | | | |
| | | | | | | | Subcont. Total | $0.00 |
| | | | | | | | 10% Profit | $0.00 |
| | | | | | | | **Subtotal** | **$0.00** |
| **4. Materials** | | | | **Materials** | | | | |
| | | **Qty** | **UM** | **Rate** | **Tax** | **Total** | | |
| | | | | | | $0.00 | | |
| | | | | | | $0.00 | | |
| | | | | | | | | |
| | | | | | | | Subcont. Total | $0.00 |
| | | | | | | | 10% Profit | $0.00 |
| | | | | | | | **Subtotal** | **$0.00** |
| | | | | | | | **Total** | **$4,230.46** |

Kimley»Horn

May 22, 2026

Ms. Lisa Epstein – City of Port Orange
1000 City Center Circle
Port Orange, FL 32129

Re: Engineer's Certification of Contractor Change Orders
SJR2C Loop Trail – ITB 25-13 – CD221

Lisa:

In our capacity as the CEI Engineer for the above-referenced project, this letter serves as certification and justification for several contractor-submitted change orders into a single City-issued change order for execution. During construction, the contractor identified unforeseen field conditions and conflicts that they stated required modifications to the original contract documents in order to maintain constructability, safety, and compliance with applicable standards. The Contractor submitted the following change orders, which have been reviewed by the CEI team (Kimley-Horn and Associates, Inc.) and the Engineer of Record (Stanley Consultants, Inc.) and determined to be necessary for the successful completion of the project:

- **Contractor Change Order 008 – Additional Supports for Boardwalk Light Posts**
  This change order addresses the required additional labor, equipment, and material costs associated with the additional supports proposed for the boardwalk light posts. During the preliminary and final walk-thru's for the boardwalk portion of the project, it was identified that the light posts affixed to the boardwalk lacked structural support above the base connection and required additional bracing to secure them in place. The Contractor submitted a sketch showing the additional bracing method proposed, which was reviewed and approved by the CEI team, Engineer of Record, and the City.
  **Cost Impact:** $3,444.25
  **Time Impact:** 0 calendar days

The above contractor change order has been reviewed for scope, cost, and necessity. Based on our review, the changes outlined herein are considered fair and reasonable and Kimley-Horn recommends the City of Port Orange approve the subject change order to allow for proper completion of the project. The City's official Change Order form shall govern the approved adjustments to the contract amount and contract time and any other applicable provisions.

Should you require any additional information or clarification, please do not hesitate to contact me.

Sincerely,

KIMLEY-HORN AND ASSOCIATES, INC.



Mark D. Grande, P.E.
Project Manager
P.E. #87476


kimley-horn.com | 1530 Cornerstone Blvd., Suite 200, Daytona Beach, FL 32117 | 386 271 0282

# MASCI GENERAL CONTRACTOR, INC.

5752 South Ridgewood Ave. Port Orange, FL 32127
Tel. (386) 322-4500, FAX (386) 322-4600

Date of Work TBD

Description: The addition of supports to stabilize (9) 6 x 6 light posts on the Loop Trail project.

| Item | Description | Qty | UM | Labor Rate | Labor Burden | Labor Total | Total | |
|---|---|---|---|---|---|---|---|---|
| **1. Labor** | | | | | | | | |
| | Foreman | 0 | HR | $35.00 | 69.99% | $0.00 | | |
| | Laborer | 0 | HR | $24.00 | 69.99% | $0.00 | | |
| | Laborer | 0 | HR | $24.00 | 69.99% | $0.00 | | |
| | Operator: Excavator | 0 | HR | $26.00 | 69.99% | $0.00 | | |
| | Operator: Loader | 0 | HR | $25.00 | 69.99% | $0.00 | | |
| | Laborer: Common | 0 | HR | $18.50 | 69.99% | $0.00 | | |
| | | | | | | | Labor total | $0.00 |
| | | | | | | | 15 % Profit | $0.00 |
| | | | | | | | **Subtotal** | **$0.00** |
| | | | | **Equipment** | | | | |
| **2. Equipment** | | Qty | UM | Rate | | Total | | |
| | John Deer 544K Loader | 0 | HR | $85.00 | | $0.00 | | |
| | John Deere 700 Dozer | 0 | HR | $120.00 | | $0.00 | | |
| | John Deere 672 Motor Grader | 0 | HR | $130.00 | | $0.00 | | |
| | John Deere 325 Skid Steer | 0 | HR | $55.00 | | $0.00 | | |
| | Hitachi 50U Excavator | 0 | HR | $95.00 | | $0.00 | | |
| | Hyundai 210 Excavator | 0 | HR | $115.00 | | $0.00 | | |
| | Bomag 211 Roller | 0 | HR | $90.00 | | $0.00 | | |
| | Laymor Broom | 0 | HR | $80.00 | | $0.00 | | |
| | Water Truck | 0 | HR | $95.00 | | $0.00 | | |
| | GPS technology System | 0 | HR | $150.00 | | $0.00 | | |
| | Tool Trailer | 0 | HR | $45.00 | | $0.00 | | |
| | Flatbed Trailer | 0 | HR | $65.00 | | $0.00 | | |
| | Pick up Trucks (2) | 0 | HR | $35.00 | | $0.00 | | |
| | | | | | | | Equipment Total | $0.00 |
| | | | | | | | 15 % Profit | $0.00 |
| | | | | | | | **Subtotal** | **$0.00** |
| **3. Subcontractor** | | | | **Subcontractors** | | | | |
| | | Qty | UM | Rate | | Total | | |
| **Relocate 1 J-box** | Chinchor Electric | 1 | LS | $250.00 | | $250.00 | | |
| | Greenway | 9 | EA | $305.00 | | $2,745.00 | | |
| | | | | | | | Subcont. Total | $2,995.00 |
| | | | | | | | 15% Profit | $449.25 |
| | | | | | | | **Subtotal** | **$3,444.25** |
| **4. Materials** | | | | **Materials** | | | | |
| | | Qty | UM | Rate | Tax | Total | | |
| | | | | | | $0.00 | | |
| | | | | | | $0.00 | | |
| | | | | | | | | |
| | | | | | | | Subcont. Total | $0.00 |
| | | | | | | | 15% Profit | $0.00 |
| | | | | | | | **Subtotal** | **$0.00** |
| | | | | | | | **Total** | **$3,444.25** |

**Greenway Bridge, LLC**
1340 Kings Estate Rd
Saint Augustine, FL 32086 USA
9046793853
tim@greenwaybridgeco.com
www.greenwaybridgeco.com

# Proposal 2019

**ADDRESS**
Ramon Rodriguez
MASCI General
Contractor, Inc
5752 S. Ridgewood
Avenue
Port Orange, FL 32127

| DATE | TOTAL |
|---|---|
| 04/17/2026 | $2,745.00 |

| ACTIVITY | DATE | QTY | RATE | AMOUNT |
|---|---|---|---|---|
| **JOB**<br>Change Order #2: The addition of supports to stabilize (9) 6 x 6 light posts on the Loop Trail project. | | 1 | 0.00 | 0.00 |
| **Additional Details**<br>Install two 2 x 8 braces per post tying the 6 x 6 light post to the 6 x 6 handrail post using Simpson SDWS timber screws. One light post will have to be moved by others to the other side of the 4 x 12 cap putting it in line with the handrail post.<br>Price Includes:<br>• Labor<br>• Materials | | 9 | 305.00 | 2,745.00 |

| ACTIVITY | DATE | QTY | RATE | AMOUNT |
|---|---|---|---|---|
| **Price Includes**<br>• Price includes supervision, labor, material, and all equipment necessary to complete work described.<br>• All site preparation by others.<br>• Based on non- -union labor.<br>• All construction debris to be moved to an on- -site location designated by Owner or owners representative.<br>• Owner to provide Greenway Bridge LLC access to all sites for efficient movement of material and equipment.<br>• Price based on Greenway Bridge LLC standard insurance. | | 1 | 0.00 | 0.00 |
| **Price Does Not Include**<br>• Moving one light post to the opposite side of 4 x 12 in order to install support to handrail post.<br>• Engineered drawings.<br>• Any design or construction cost for any other condition which may exist now or in the future including, but not limited to buoyancy or lateral movement due to flooding, high water or high winds.<br>• Surveying of locations and layouts.<br>• Locating of any existing or future utilities.<br>• Permitting or any costs, fees, taxes or other charges as required by local agencies, unless otherwise specified.<br>• Removal of debris from site by others. | | 1 | 0.00 | 0.00 |

| | |
|---|---|
| TOTAL | $2,745.00 |

THANK YOU.

Accepted By

Accepted Date

# CITY COUNCIL AGENDA ITEM

**COUNCIL MEETING DATE 6/2/2026**

---

**SUBJECT:** (B7c) Intent to Award ITB #26-01 Demolition Services for Federally Funded Projects to Reclaim Company, LLC, as the primary and DSR Construction, Inc. and Samsula Demolition as alternates

**DEPARTMENT:** Community Development

**GOAL:** 1 - Public Safety

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**RECOMMENDED MOTION:** Move to approve the award of ITB #26-01 Demolition Services for Federally Funded Projects to Reclaim Company, LLC, as the primary and DSR Construction, Inc. and Samsula Demolition as alternates and authorize the Mayor and City Clerk to execute the associated documents.

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**SUMMARY:** Staff is requesting City Council approval to award ITB #26-01, Demolition Services for Federally Funded Projects, to Reclaim Company, LLC as the primary contractor, with DSR Construction, Inc. and Samsula Demolition serving as alternate contractors. The purpose of the Invitation to Bid is to establish a pool of qualified demolition contractors to perform work on an as-needed basis for the demolition of structures acquired through federally funded programs such as the FEMA Hazard Mitigation Grant Program (HMGP) and Flood Mitigation Assistance (FMA), as part of the City's flood mitigation, repetitive loss mitigation, and other related resiliency initiatives.

Approval of this award will allow the City to utilize these contractors for three (3) current HMGP demolition projects, fourteen (14) future FEMA demolition projects as well as any future federally funded demolition projects within the terms of the contract.

The City received five (5) bids for ITB #26-01, Demolition Services for Federally Funded Projects. Of the five bids received, one (1) was deemed non-responsive. Pursuant to the contractor selection methodology contained in the bid documents, the lowest responsive bidder shall be awarded as the Primary Contractor, with up to two (2) additional contractors awarded as alternates.

During evaluation of the bids, it was discovered that two of the five bidders did not provide a unit price for the 1 cubic yard measurement for Item #11 ("Loading, transporting, and disposing of demolition debris at an approved landfill"). However, all five bidders submitted pricing for the 1-ton measurement for Item #11. Because demolition debris disposal is ultimately documented and billed by the landfill based on certified weight tickets (tonnage), staff determined that the 1-ton unit price is the applicable and necessary pricing metric for contract administration and reimbursement purposes. A waiver was received from the City Manager pursuant to Code of

Ordinances Sec. 2-265 to omit the 1 cubic yard unit pricing as a minor irregularity and utilize the submitted 1 ton unit pricing for evaluation and administration of all bids received under ITB #26-01.

After evaluating the bids, it was determined that Reclaim Company, LLC submitted the lowest responsive bid, with DSR Construction, Inc. and Samsula Demolition submitting the second and third-lowest bids, respectively.

- Primary Award: Reclaim Company, LLC
- Alternate Award: DSR Construction, Inc.
- Alternate Award: Samsula Demolition

The resulting contracts will have an initial term of three (3) years, with the option of two (2) additional one-year renewal periods.

The first three (3) properties to be demolished under this contract are 798 & 893 Sugar House Drive and 5899 Trailwood Drive which have recently been acquired. The structures on these properties are to be demolished in accordance with the FEMA Hazard Mitigation Grant Program (HMGP) Idalia Grant (Project No. CD253) which was approved by City Council on August 19, 2025.

PRESENTER: Tim Burman

**ATTACHMENTS:**

| | | |
|---|---|---|
| 1. | Reclaim Company, LLC Standard Contract for Services - ITB 26-01 Demolition Services for Federally Funded Projects | Reclaim Company, LLC Standard Contract for Services - ITB 26-01 Demolition Services for Federally Funded Projects.pdf |
| 2. | DSR Construction, Inc. Standard Contract for Services - ITB 26-01 Demolition Services for Federally Funded Projects | DSR Construction, Inc. Standard Contract for Services - ITB 26-01 Demolition Services for Federally Funded Projects.pdf |
| 3. | Samsula Waste, Inc. dba Samsula Demolition Standard Contract for Services - ITB 26-01 Demolition Services for Federally Funded Projects | Samsula Waste, Inc. dba Samsula Demolition Standard Contract for Services - ITB 26-01 Demolition Services for Federally Funded Projects.pdf |
| 4. | ITB 26-01 CITY OF PORT ORANGE DEMOLITION SERVICES FOR FEDERALLY FUNDED PROJECTS_1 | ITB 26-01 CITY OF PORT ORANGE DEMOLITION SERVICES FOR FEDERALLY FUNDED PROJECTS_1.pdf |
| 5. | ITB 26-01 REVISED Attachment 1 Schedule of Unit Pricing | ITB 26-01 REVISED Attachment 1 Schedule of Unit Pricing.pdf |
| 6. | ITB 26-01 REVISED Attachment 2 Scope of Work | ITB 26-01 REVISED Attachment 2 Scope of Work.pdf |
| 7. | ITB 26-01 Attachment 3 - FEMA Compliance Regulations | ITB 26-01 Attachment 3 - FEMA Compliance Regulations.pdf |

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| 8. | ITB 26-01 Attachment 4 - 2CFR200 and Appendix II to 2 CFR200 Federal Procurement Regulations | ITB 26-01 Attachment 4 - 2CFR200 and Appendix II to 2 CFR200 Federal Procurement Regulations.pdf |
| 9. | ITB 26-01 DEMOLITION SERVICES FOR FEDERALLY FUNDED PROJECTS SIGN IN SHEET 4.24.26 | ITB 26-01 DEMOLITION SERVICES FOR FEDERALLY FUNDED PROJECTS SIGN IN SHEET 4.24.26.pdf |
| 10. | ITB 26-01 DEMOLITION SERVICES FOR FEDERALLY FUNDED PROJECTS ADDENDUM 1 | ITB 26-01 DEMOLITION SERVICES FOR FEDERALLY FUNDED PROJECTS ADDENDUM 1.pdf |
| 11. | ITB 26-01 DEMOLITION SERVICES FOR FEDERALLY FUNDED PROJECTS ADDENDUM 2 | ITB 26-01 DEMOLITION SERVICES FOR FEDERALLY FUNDED PROJECTS ADDENDUM 2.pdf |
| 12. | ITB 26-01 Bid Submittal - Reclaim Company, LLC | ITB 26-01 Bid Submittal - Reclaim Company, LLC.pdf |
| 13. | Reclaim Company, LLC - ITB 26-01 Pricing Schedule_5.15.2026 | Reclaim Company, LLC - ITB 26-01 Pricing Schedule_5.15.2026.pdf |
| 14. | ITB 26-01 Bid Submittal - DSR Construction, Inc | ITB 26-01 Bid Submittal - DSR Construction, Inc.pdf |
| 15. | DSR Construction, Inc - ITB 26-01 Pricing Schedule_5.15.2026 | DSR Construction, Inc - ITB 26-01 Pricing Schedule_5.15.2026.pdf |
| 16. | ITB 26-01 Bid Submittal - Samsula Demolition | ITB 26-01 Bid Submittal - Samsula Demolition.pdf |
| 17. | Samsula Demolition ITB 26-01 Pricing Schedule_5.15.2026 | Samsula Demolition ITB 26-01 Pricing Schedule_5.15.2026.pdf |
| 18. | ITB 26-01 Bid Tabulation_Signed | ITB 26-01 Bid Tabulation_Signed.pdf |

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|---|---|
| Margaret Tomlinson | Created/Initiated - 05/14/2026 |
| Tim Burman | Approved - 05/14/2026 |
| Sue Wang | Approved - 05/21/2026 |
| Shannon Balmer | Approved - 05/26/2026 |
| Wayne Clark | Final Approval - 05/27/2026 |

# CITY OF PORT ORANGE
# STANDARD CONTRACT FOR SERVICES

This Standard Contract for Services ("Contract") is entered into this ____ day of _____, **2026**, by and between the **CITY OF PORT ORANGE**, a Florida municipal corporation, whose principal address is 1000 City Center Circle, Port Orange, Florida 32129 (the "City"), and **RECLAIM COMPANY, LLC** ("Contractor"), a West Virginia limited liability company, whose principal address is 200 8th Street, Fairmont, West Virginia 26554. The City and Contractor are collectively referred to herein as the "Parties."

1. *Provision of Services*

(a) The Contractor hereby agrees to provide demolition services for federally funded projects, and as more specifically described in Invitation to Bid 26-01 ("ITB 26-01"). This Contract together with ITB 26-01 and the Contractor's proposal, all of which may be referred to as the "Contract" and all of which are made a part hereof by reference shall constitute the formal written Contract between the City and Contractor. For convenience, ITB 26-01 Section 3 Scope of Work, the Bid Tabulation as submitted by Contractor in Contractor's Proposal Attachment 1, Revised Scope of Work Attachment 2, Addendum No. 1, and Addendum No. 2 are attached hereto as Exhibit "1." Payment and Performance Bond is attached hereto as Exhibit "2." ITB 26-01 Federal Regulations and Contract Provisions, attached hereto as Exhibit "3." A complete copy of ITB 26-01 is available in the Office of the City Clerk. Contractor represents that they are familiar with the documents that make up the Contract, as referenced hereinabove.

(b) The time, manner and place for performance of such services shall be:

*Term*: This Contract shall become effective on the last date the Contract is signed by the Parties. The term of this Contract shall be for a period of three (3) years (the "Initial Term").

*Renewals*: This Contract may be renewed for two (2) optional subsequent one-year periods, upon written approval of the Parties, City Manager approval, and budget appropriation.

*Manner and Place*: The work shall be in accordance with and in a manner as required by all current federal, state, county, fire, building and land development codes, laws, ordinances and regulations, and with applicable permits and licenses per the City Code of Ordinances.

*Time and Essence*: Contractor acknowledges that time is of the essence for this Contract.

*Authorization for Services*: This Contract standing alone does not authorize the purchase of any goods or services or require the City to place any orders for goods or service. Authorization for the performance of services by the Contractor under this Contract shall be in the form of written Notice to Proceed issued and executed by the City and signed by the Contractor and a written Purchase Order. A Payment and Performance Bond shall be required for each demolition performed under this Contract. The City reserves the right to contract with other parties for the goods and services contemplated by this Contract, as determined in the City's sole and absolute discretion.

2. *City Obligations*. In return for the services identified above, the City agrees to compensate Contractor based on periodic quotes and/or proposals pursuant to the pricing as provided in Exhibit "1," subject to a limit not to exceed the appropriated budget. All payments shall be governed by the Local Government Prompt Payment Act as set forth in Sections 218.70 through 218.79, Florida Statutes, as amended.

3. *Contract Documents*. The following forms, attached as Exhibit "2," are an integral part of this Contract and must be completed, signed, witnessed and notarized as indicated and returned with the signed Contract:

(a) Front Page for Bond (F.S. § 255.05)
(b) Combination Payment and Performance Bond (F.S. § 255.05)

4. *Contract Administration*. The Community Development Director, Tim Burman, shall perform contract administration of this Contract. The City may change the contract administrator, from time to time and at any time, upon written notice to Contractor. For notice provisions, see the paragraph below entitled "Notice."

5. *Liens*. Contractor acknowledges that Contractor shall not be entitled to lien the City or other public property.

6. *Termination for Convenience of the City*

(a) The parties agree that the City may terminate this Contract, or any work or delivery required hereunder, from time to time either in whole or part, whenever the City Manager of Port Orange shall determine that such termination is in the best interest of the City.

(b) Termination, in whole or in part, shall be effected by delivery of a Notice of Termination signed by the City Manager or his designee, mailed or delivered to the Contractor, and specifically setting forth the effective date of termination.

(c) Upon receipt of such Notice, the Contractor shall:

(i) cease any further deliveries or work due under this Contract, on the date, and to the extent, which may be specified in the Notice;

(ii) place no further orders with any subcontractors except as may be necessary to perform that portion of this Contract not subject to the Notice;

(iii) terminate all subcontracts except those made with respect to contract performance not subject to the Notice;

(iv) settle all outstanding liabilities and claims which may arise out of such termination, with the ratification of the Finance Director of Port Orange; and

(v) use best efforts to mitigate any damages which may be sustained by the Contractor as a consequence of termination under this clause.

(d) After complying with the provisions of subparagraph (c), above, the Contractor shall submit a termination claim, in no event later than six (6) months after the effective date of termination, unless one or more extensions of three (3) months each are granted by the Finance Director.

(e) The Finance Director, with the approval of the City Manager, shall pay from the using department's budget, reasonable costs of termination, including a reasonable amount for profit on supplies or services delivered or work completed. In no event shall this amount be greater than the original contract price, reduced by any payments made prior to Notice of Termination, and further reduced by the price of the supplies not delivered or the services not provided. This Contract shall be amended accordingly, and the Contractor shall be paid the agreed amount.

(f) In the event that the parties cannot agree on the whole amount to be paid to the Contractor by reason of termination under this clause, the Finance Director shall pay the Contractor the amounts determined as follows, without duplicating any amounts which may have already been paid under the preceding paragraph of this clause:

(i) With respect to all Contract performance prior to the effective date of Notice of Termination, the total of:

(1) the cost of work performed or supplies delivered;

(2) the cost of settling and paying any reasonable claims as provided in paragraph (c) (iv), above;

(3) a sum as profit on (a) determined by the Finance Director to be fair and reasonable.

(ii) The total sum to be paid under (i) above shall not exceed the contract price, as further reduced by the contract price of work or supplies not terminated.

(g) In the event that the Contractor is not satisfied with any payments which the Finance Director shall determine to be due under this clause, the Contractor may appeal any claim to the City Council in accordance with Paragraph 23 of this contract concerning disputes.

7. *Termination for Convenience for Subcontractors*. In accordance with the termination for the convenience of the City provision of this contract, the Contractor shall include similar provisions in any subcontract, and shall specifically include a requirement that subcontractors make all reasonable efforts to mitigate damages which may be suffered. Failure to include such provisions shall bar the Contractor from any recovery from the City whatsoever of loss or damage sustained by a subcontractor as a consequence of termination for convenience.

8. *Termination for Default*. Either party may terminate this Contract, without further obligation, for the default of the other party or its agents or employees with respect to any agreement or provision contained herein. In the event of default by the contractor, the City reserves the right to procure the item(s) bid from other sources and holds the bidder responsible for excess costs incurred as a result. City Council may elect to refrain from doing business with the bidder as stipulated in City Code 2-276 Suspension and Disbarment.

9. *Examination of Records*

(a) The Contractor agrees that the City, or any duly authorized representative, shall, until the expiration of five (5) years after final payment hereunder, have access to and the right to examine and copy any pertinent books, documents, papers and records of the Contractor involving transactions related to this Contract.

(b) The Contractor further agrees to include in any subcontract for more than $10,000 entered into as a result of this Contract, a provision to the effect that the subcontractor agrees that the City or any duly authorized representative shall, until the expiration of five (5) years after final payment under the subcontract, have access to and the right to examine and copy any pertinent books, documents, papers and records of such contractor involved in transactions related to such subcontract, or this Contract. The term subcontract as used herein shall exclude purchase orders for public utility services at rates established for uniform applicability to the general public.

(c) The period of access provided in subparagraphs (a) and (b) above for records, books, documents and papers which may relate to any arbitration, litigation, or the settlement of claims arising out of the performance of this contract or any subcontract shall continue until any appeals, arbitration, litigation or claims shall have been finally disposed of.

10. *Public Records Compliance*. Contractor shall comply with public records laws as set forth in Chapter 119, Florida Statutes, and shall specifically:

(a) Keep and maintain public records required by the City to perform the service.

(b) Upon request from the City's custodian of public records, provide the City with a copy of the requested record or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Section 119, Florida Statutes, or as otherwise provided by law.

(c) Ensure that public records that are 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 City.

(d) Upon completion of the Contract, Contractor shall transfer to the City, at no cost, all public records in possession of the Contractor and destroy any duplicate public records that are exempt from public records disclosure requirements. 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.

If Contractor does not comply with a public records request, the City shall deem the non-compliance a breach of this Contract, and the Contractor may be subject to penalties under Section 119.0701, Florida Statutes.

**CONTRACTOR QUESTIONS RELATING TO CONTRACTOR'S DUTIES TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT MUST BE FORWARDED TO THE OFFICE OF THE CITY CLERK, CITY HALL, 1000 CITY CENTER CIRCLE, PORT ORANGE, FLORIDA 32129; TELEPHONE: (386) 506-5563; E-MAIL: CITYCLERK@PORT-ORANGE.ORG.**

11. *Termination for Non-Appropriation of Funds*

(a) If funds are not appropriated for any succeeding fiscal years subsequent to the one in which this contract is entered into, for the purpose of this Contract, then the City may terminate this Contract upon thirty (30) days prior written notice to the Contractor. Should termination be accomplished in accordance with this Section, the City shall be liable only for payments due through the date of termination.

(b) The City agrees that should it terminate in accordance with this Section, it shall not obtain services which are substantially equal to or similar to those for which this contract was entered into. This provision shall survive any termination of the Contract.

12. *Insurance*. Contractor shall maintain insurance, as required herein, during the life of this Contract. Contractor shall provide to the City, a certificate of insurance endorsing the City of Port Orange as an additional named insured. All insurance coverages of the Contractor shall be primary and non-contributory. All insurance coverages of the Contractor shall not seek contribution from any other insurance or self-insurance available to the City. For workers' compensation coverage, the Contractor's insurance certificate shall include the insurer's waiver of subrogation in lieu of endorsing the City as an additional insured for workers' compensation. The City shall not accept Workers' Compensation Exemptions Contractor may use leased employees if the Contractor ensures that all workers who access the jobsite are employees covered by the employee leasing company, and no non-employees are permitted to access the jobsite. Any Contractor using a leased employee shall complete the City's Leased Employee Affidavit Exhibit Form. Policies for Workers' Compensation may be issued by companies authorized as a group self-insurer by F.S. 440.572.

Policies other than Workers' Compensation shall be issued by insurers licensed and/or duly authorized under Florida Law to do business in the State of Florida and all insuring companies are required to have a minimum rating of "A-" in the "Best Key Rating Guide" published by A.M. Best & Company, Inc. Contractor shall not commence work under this Contract until the City has received a certificate or certificates of insurance with endorsement evidencing the required insurance. Insurer shall provide the City written notice of cancellation, nonrenewal or any other changes in coverage no later than thirty (30) days prior to the effective date of the change and shall provide notice to the City

no later than 10 days after non-payment. The Certificates of Insurance and required insurance policies shall contain provisions that thirty (30) days prior written notice shall be given to the City of any cancellation, intent not to renew, or reduction in the policies or coverages.

Contractor shall require and ensure each of its subcontractors to maintain, until the completion of the subcontractor's work, insurance of the types and to the limits set forth herein. All insurance coverages shall be primary and non-contributory. All insurance coverages of the subcontractors shall not seek contribution from any other insurance or self-insurance available to the City. The Contractor is responsible for ensuring that its subcontractors maintain the required coverage. Failure of the Contractor to ensure the subcontractors maintain the required coverage, shall not relieve the Contractor of any contractual responsibility, obligation or liability.

The City reserves the right to increase insurance coverage as determined for higher risk contracts.

The acceptance by the City of any Certificate of Insurance does not constitute approval or agreement by the City that the insurance requirements have been satisfied or that the insurance policy shown on the Certificate of Insurance is in compliance with this Contract and does not waive the insurance required by this Contract.

Should at any time the Contractor or subcontractors not maintain the insurance coverages required herein, the City may terminate the Contract or at its sole discretion shall be authorized to purchase such coverages and charge the Contractor for such coverages purchased. The City shall be under no obligation to purchase such insurance, nor shall it be responsible for the coverages purchased or the insurance company or companies used. The decision of the City to purchase such insurance coverages shall in no way be construed to be a waiver of any of its rights under the Contract.

| ***Standard Insurance Requirements*** | | | |
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| | **Insurance** | **Standards** | **Additional Requirements** |
| ☒ | Workers' Compensation<br>The Contractor shall maintain coverage for its employees with statutory workers' compensation limits, and no less than the limits indicated in the Schedule of Limits for Employers' Liability. Said coverage shall include a waiver of subrogation in favor of the City. **The City will not accept elective exemptions**. Any contractor using an employee leasing company shall complete the Leased Employee Affidavit (Exhibit A). | Contract Amount — Limits<br>Up to $10 million — Statutory/$500,000<br>$10 - $20 million — Statutory/$1,000,000<br><br>Contracts over $20 million To Be Determined by the City. | ☐If Contract requires work on or about navigable waters, Longshoreman's and Harbor Workers' Coverage required.<br>☐If vessels involved, Jones Act coverage with limits of $500,000 required. |
| ☒ | Comprehensive General Liability (including Completed Operations and Contractual Liability | Limits: Combined Single Limit Bodily Injury and Property damage<br>$1,000,000 occurrence<br>$1,000,000 aggregate | ☐When work is on or under Railroad rights of way or properties, the Contractor shall take out and maintain during the life of the Contract, Railroad protective liability and property damage insurance in amounts as requested by the Railroad. |

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| ☒ | Comprehensive Business, Automobile Liability to include all owned, hired and non-owned automobiles. | Limits: Auto Liability Body Injury and Property Damage: $1,000,000 each occurrence $1,000,000 aggregate | |
| | ***Additional Insurance Requirements*** | | |
| ☐ | Property Insurance Builders Risk.<br><br>Additional Coverage: | Limits: Buildings - Completed value of Contract.<br><br>"All Risk" coverage on latest ISO for or its equivalent. Permission granted to occupy. Owner named as insured AIMA | If Agreement requires handling or installation of Owner's equipment, coverage should be furnished on "All Risk" form, including transit and Owner shall be named. |
| ☐ | Professional Liability | Limits: Coverage - $1,000,000 | |
| ☐ | Installation Floater (IT) | Limits: Coverage - $ To be determined. | |
| ☐ | Contractor Pollution Liability | Limits: Coverage - $1,000,000 | |
| ☐ | Errors and Omissions | Limits: Coverage - $1,000,000 | |
| ☐ | Umbrella Policy | Limits: Coverage – $ To be determined. | |
| ☒ | Payment and Performance Bond Required | Limits: Coverage - Equal to amount of Contract. | |
| ☐ | **City Manager waives Payment and Performance Bond for work under $200,000.00.** | | |
| ☐ | **Unless otherwise required by law, City Manager waives Insurance for FOB goods under $25,000.00.** | | |

13. *A Contract for the purchase* of supplies shall be governed by the City of Port Orange Code of Ordinances, as amended, and such supplies shall be deemed "goods," as defined therein.

14. *Assignability of Contract*. Neither this contract, nor any part hereof, may be assigned by the Contractor to any other party without the express written approval of the City Council.

15. *Modifications or Changes to this Contract*

(a) Change Orders. The Department Head, with the concurrence of the City's signatory as required by the City's Purchasing Policy, shall without notice to any sureties, have the authority to order changes in this Contract which affect the cost or time of performance. Such changes shall be ordered in writing specifically designated to be a change order. Such orders shall be limited to reasonable changes in the services to be performed or the time of the performance. The City will not be held liable for any changes which have not been properly authorized and approved in accordance with this Contract.

(b) If any change under this clause causes an increase or decrease in Contractor's cost of, or time required for the performance of the work hereunder, Contractor shall receive an equitable adjustment in accordance with subparagraph (d), which shall include all compensation to the Contractor, or the City, of any kind in connection with such change, including all costs and damages related to or incidental to such change.

(c) Contractor need not perform any work described in any change order unless it has received a certification from the City that there are funds budgeted and appropriated sufficient to cover the cost of such changes.

(d) No claim for changes ordered hereunder shall be considered if made after final payment in accordance with the Contract.

16. *Sovereign Immunity*. The City expressly retains all rights, benefits and immunities of sovereign immunity in accordance with Section 768.28, Florida Statutes. Notwithstanding anything set forth in any section of this Contract to the contrary, nothing in this Contract shall be deemed as a waiver of immunity or limits of liability of the City beyond

any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature or may be adopted by the Florida Legislature and the cap on the amount and liability of the City for damages regardless of the number or nature of claims in tort or equity shall not exceed the dollar amount set by the legislature for tort. Nothing in this Contract shall inure to the benefit of any third party for the purpose of allowing any claim against the City which would otherwise be barred under the Doctrine of Sovereign Immunity or operation of law.

17. *Warranties*. Contractor warrants that (1) the supplies to be provided to the City pursuant to this Contract are fit and sufficient for the purpose intended; (2) the supplies are merchantable, of good quality, and free from defects, whether patent or latent, in material or workmanship, and (3) the supplies sold to the City pursuant to this Contract conform to the standards required by this Contract.

Contractor further warrants that Contractor has title to the supplies provided, and that the supplies are free and clear of all liens encumbrances, and security interests. All warranties made in this Contract, together with service warranties and guarantees, shall run to the City and its successors and assigns.

18. *Additional Warranties*. Contractor further expressly warrants that materials and workmanship are warranted from defect for a one-year period. This is a minimum acceptable warranty.

19. *Additional Bond Security*. If any surety bond furnished in connection with this Contract becomes unacceptable to the City, Contractor shall promptly furnish such additional security as may be required from time to time to protect the interests of the City and a person supplying labor and materials in the prosecution of work contemplated by this Contract. Contractor expressly acknowledges that if the work to be performed hereunder is a public work, a Payment and Performance Bond, in accordance with Florida Statutes Section 255.05, in a form acceptable to the City, shall be provided and recorded with the Clerk of Volusia County at Contractors expense.

20. *Inspection*

(a) All supplies (which term throughout this clause includes without limitation raw materials, components, intermediate assemblies, and their products) shall be subject to inspection and test by the City, to the extent practicable at all times and places including the place of manufacturer, and in any event prior to acceptance.

(b) In the event any supplies or lots of supplies are defective in material or workmanship, or otherwise not in conformity with the requirements of this Contract, the City shall have the right either to reject them (with or without instructions as to their disposition) or to require their correction. Supplies or lots of supplies which have been rejected or required to be corrected shall be removed or, if permitted or required by the Finance Director, corrected in place by and at the expense of Contractor promptly after notice, and shall not thereafter be tendered for acceptance unless the former rejection or requirement of correction is disclosed. If Contractor fails promptly to remove such supplies or lots of supplies which are required to be removed or promptly to replace or correct such supplies or lots of supplies, the City may either (i) by contract or otherwise replace or correct such supplies and charge Contractor the cost for such replacement or correction; or (ii) may terminate this Contract for default as provided in the clause of this Contract entitled "Termination for Default." Unless Contractor corrects or replaces such supplies within the delivery schedule, the Finance Director may require the delivery of such supplies at a reduction in price, which is equitable under the circumstances. Acceptance or rejection of the supplies shall be made as promptly as practicable after delivery, except as otherwise provided in this Contract. Failure to inspect and accept or reject supplies shall neither relieve Contractor from responsibility for such supplies as are not in accordance with the Contract requirements nor impose liability on the City therefor.

(c) The inspection and test by the City of any supplies or lots thereof does not relieve Contractor from any responsibility regarding defects or other failures to meet the Contract requirements, which may be discovered prior to acceptance. Except as otherwise provided in this Contract, acceptance shall be conclusive except as regards latent defects, fraud, or such gross mistakes as amount to fraud.

21. *Liability for Loss or Damage*.

(a) Contractor shall be liable for any loss of, or damage to, City property caused by the negligence, recklessness, or intended wrongful misconduct of Contractor, his/its agents, servants and employees and shall indemnify and save the City harmless against all actions, proceedings, claims, demands, costs, damages and expenses, including attorney's fees, by reason of any suit or action brought for any actual or alleged injury to or death of any person or damage to property other than City property, resulting from the performance of the Contract by Contractor, his/its agents, servants and employees. Contractor shall submit a full written report to the Finance Director within twenty-four (24) hours following the occurrence of such damage, loss or injury.

(b) To the fullest extent permitted by law, in addition to the express duty to indemnify City when there is any causal connection between Contractor's work and any injury, loss, damage, death or property damage, Contractor expressly undertakes a duty to defend City as a separate duty, independent of and broader than the duty to indemnify. The duty to defend agreed to by Contractor hereby expressly include all costs of litigation, attorney's fees, settlement costs and reasonable expenses in connection with the litigation, whether or not the claims made for loss, injury, damage or property damage are valid or groundless and regardless of whether the defense of City is maintained by the City or assumed by Contractor as long as the claims made could be causally connected to Contractor as reasonable determined by City.

22. *Non-discrimination*. During the performance of this Contract, Contractor agrees as follows:

(a) Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, disability, marital status, age or national origin, except where such is a bona-fide occupational qualification reasonably necessary to the normal operation of Contractor. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause. Contractor agrees and fully supports and complies with the Americans with Disabilities Act of 1990.

(b) Contractor shall state in all solicitations or advertisements for employees placed by or on behalf of Contractor that Contractor is an equal opportunity employer.

(c) Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient compliance with this provision. Contractor shall include the provisions of the foregoing subparagraphs (a), (b), and (c) in every subcontract or purchase order of over $10,000 so that the provisions will be binding upon each subcontractor or vendor.

23. *E-Verify*. Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Contractor during the term of this Contract and shall expressly require any sub-contractors performing services pursuant to this Contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the sub-contractor during the term of this Contract.

24. *Disputes*. The City Manager, who shall reduce his decision to writing and mail or otherwise furnish a copy thereof to Contractor, shall decide disputes with respect to this Agreement. The decision by the City Manager shall be final and binding unless, within five (5) business days from the date of delivery of the decision of the City Manager, appeal is made to the City Council in writing and delivered to the City Clerk, Robin L. Fenwick, MMC. The decision of the City Council shall be final and binding unless set aside by a court of competent jurisdiction as fraudulent, capricious, arbitrary, or so grossly erroneous as necessary to imply bad faith, or not to be supported by any evidence.

25. *Force Majeure*. Neither party shall be liable for any delay in performance or failure to perform any obligation hereunder if, and to the extent that, such failure or delay is caused by an event of Force Majeure. Force Majeure

shall mean any act, event or condition that is beyond the party's reasonable control, that materially and adversely affects the party's ability to perform its obligations hereunder, and that is not the result of the party's willful neglect, error, omission or failure to exercise reasonable due diligence.

26. *Controlling Law*. **THIS AGREEMENT CONTAINS IMPORTANT MATTERS AFFECTING LEGAL RIGHTS AND IS ACCEPTED AND ENTERED INTO IN FLORIDA AND ANY QUESTION REGARDING ITS VALIDITY, CONSTRUCTION, ENFORCEMENT, OR PERFORMANCE SHALL BE GOVERNED BY FLORIDA LAW. ANY LEGAL PROCEEDING ARISING FROM OR IN ANY WAY REGARDING THE AGREEMENT SHALL HAVE ITS VENUE LOCATED EXCLUSIVELY IN THE CIRCUIT COURT OF VOLUSIA COUNTY, FLORIDA, AND THE PARTIES HEREBY EXPRESSLY CONSENT AND SUBMIT THEMSELVES TO THE PERSONAL JURISDICTION AND VENUE OF THE COURT.**

27. *Compliance with Other Federal Standards.* In addition to other provisions required by the Federal agency or the City, the Contractor shall comply with 2 C.F.R. 200.318 through 200.327, and appendix II to Part 200 Title 2 thereof, and the contract provisions as required therein, all of which are attached hereto as **Composite Exhibit "3"** and made a part hereof by this reference. Contractor hereby acknowledges the receipt and that they have read and understood Composite Exhibit "3."

**Contractor Initials _____.**

28. *Additional Provisions*. This Contract includes all additional provisions as may have been outlined in written quotes and purchase orders and any attachments or exhibits to this Contract whether delivered herewith or subsequently approved as a part hereof, such as drawings or technical specifications prepared in the performance of this work. In the event of a conflict between any attachments or exhibits to this Contract, and this Contract, the language of this Contract shall control.

29. *Integration*. This Contract and the documents incorporated herein by reference shall constitute the whole agreement between the parties. There are no promises, terms, conditions, or obligations other than those contained herein, and this Contract shall supersede all previous communications, representations, or agreements, written or verbal, between the parties hereto.

30. *Notice*. For purposes of this agreement, notices shall be sent as follows:

City:
City of Port Orange
Attention: City Manager
1000 City Center Circle
Port Orange, Florida 32129
(386) 506-5501

Copy to:
City of Port Orange
Attention: Tim Burman, Community Development Director
1000 City Center Circle
Port Orange, Florida 32129
(386) 506-5674

Contractor:
Reclaim Company, LLC
Attention: Robert J. Williams, III, Managing Member
120 Airport Road
Suite 1B
Palm Coast, Florida 32164
(386) 488-3979 - Telephone
brandon@reclaimco.com - E-Mail

200 8th Street
Fairmont, West Virginia 26554

Any notice or other communication given under the Contract will be in writing and delivered by hand, sent by facsimile (provided acknowledgement of receipt thereof is delivered to the sender), sent by certified, registered mail, or sent by any nationally recognized overnight courier service to the addresses provided herein. The parties may, from time to time and at any time, change their respective addresses and each will have the right to specify as its address any other address by at least 10 days written notice to the other party.

31. *Contract Construction*

This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same instrument. The delivery by facsimile or e-mail of an executed copy of this Agreement shall be deemed valid as if an original signature was delivered. No contract shall be formed between Contractor and the City until the City signs this Agreement.

32. *Authority to Sign*. Each person signing this Agreement warrants that he or she is duly authorized to do so and to bind the respective party to the Agreement.

***[Remainder of this page intentionally left blank]***

Witnesses:

**RECLAIM COMPANY, LLC**

_____

Printed Name:_____

By:_____

Robert J. Williams, III, Managing Member

*If this Contract is signed by an individual not identified as an Officer of the Entity in the records of the Florida Department of State, Division of Corporations, please provide written authorization for that individual to enter into contracts on behalf of the Entity.*

_____

Printed Name:_____

Date:_____

***Please note that at this time the City does not accept electronic/digital signatures. A wet signature is required for this document.***

**CITY OF PORT ORANGE**

By:_____
Scott Stiltner, Mayor

Date:_____

**ATTEST:**

By:_____
Robin L. Fenwick, MMC, City Clerk

Date:_____

# EXHIBIT "1"

## Contractor Schedule of Unit Pricing, Section 3 - Scope of Services, Addendum No. 1, and Addendum No. 2

Consisting of 8 Pages

**(ATTACHMENT 1) SCHEDULE OF UNIT PRICING**
**CITY OF PORT ORANGE**
**ITB #26-01**
**DEMOLITION CONTRACTOR SERVICES FOR FEDERALLY FUNDED PROJECTS**

Completed (Attachment 1) Schedule of Unit Pricing MUST be included with Bid Submission
Instruction to save Attachment from DemandStar website:
Perform "File Save As" and save spreadsheet to your computer. Fill in pricing in highlighted cells, preferably electronically.
**Bidders are required to complete all fields shaded in green. All other fields will be automatically calculated.**

**(ATTACHMENT 1) SCHEDULE OF UNIT PRICING MUST BE SIGNED**

| | |
|---|---|
| NAME OF BUSINESS: | Reclaim Company, LLC |
| CONTACT PERSON: | Brandon Shoaf |
| EMAIL ADDRESS: | brandon@reclaimco.com |
| AUTHORIZED SIGNATURE: | |

**ALL UNIT PRICING MUST BE IN ACCORDANCE WITH SPECIFICATIONS**

| ITEM # | ITEM DESCRIPTION | QTY | UNIT of MEASURE | UNIT PRICE | EXTENDED PRICE |
|---|---|---|---|---|---|
| 1 | DEMOLISH WOOD FRAME STRUCTURE - AS OUTLINED IN THE SCOPE OF WORK IN THE ITB | 1 | SQUARE FOOT | $ .85 | $ .85 |
| 2 | DEMOLISH CONCRETE BLOCK STRUCTURE - AS OUTLINED IN THE SCOPE OF WORK IN THE ITB | 1 | SQUARE FOOT | $ .60 | $ .60 |
| 3 | ASBESTOS SURVEY | 1 | LUMP SUM | | $ 1,800.00 |
| 4 | ASBESTOS ABATEMENT | 1 | SQUARE FOOT | $ 8.00 | $ 8.00 |
| 5 | INSTALLATION OF SILT FENCE | 1 | LINEAR FOOT | $ .35 | $ .35 |
| 6 | CONCRETE AND/OR ASPHALT FLATWORK (SLABS, FOOTERS, FOUNDATIONS, DRIVEWAY, WALKWAYS, ETC.) | 1 | CUBIC YARD | $ 2.80 | $ 2.80 |
| 7 | DEMOLISH ADDITIONAL STRUCTURES (SHEDS, DETACHED GARAGES, OUTBUILDINGS, OUTSIDE FIRE P | 1 | SQUARE FOOT | $ 10.00 | $ 10.00 |
| 8 | SEPTIC TANK AND APPURTENANCES REMOVAL | 1 | LUMPSUM | | $ 2,500.00 |
| 9 | SWIMMING POOL REMOVAL | 1 | LUMP SUM | | 4,500.00 |
| 10 | WELLS ON SITE - GROUTED (UNUSABLE) | 1 | LUMP SUM | | $ 1,750.00 |
| 11 | LOADING, TRANSPORTING, AND DISPOSING OF DEMOLITION DEBRIS AT AN APPROVED LANDFILL (TONNAGE BASED ON INDIVIDUAL WEIGHT TICKETS FROM DISPOSAL SITE) | 1 | TON | $ - | $ 218.00 |
| | | 1 | CUBIC YARD | $ - | $ 80.00 |
| 12 | RESTORATION OF NATURAL GROUND AFTER REMOVAL OF ALL DEBRIS, APPURTENANCES, AND FOUNDATION. RESTORATION SHALL INCLUDE GRADE, FURNISH AND INSTALL RYE AND BAHIA SEED OR ANY SEASONAL MIX | 1 | SQUARE FOOT | $ - | $ .03 |
| 13 | FILL | 1 | CUBIC YARD | $ - | $ 8.50 |
| 14 | RAILROAD-TIE BRIDGE REMOVAL (SEE EXAMPLE IMAGE NEXT PAGE) | 1 | LUMP SUM | | $ 8,000.00 |
| | | | | TOTAL | $18,879.13 |

** SEE BELOW**

** NOTE:

The evaluation of submittal packages shall include all prices stated in the BID FORM above. However, to evaluate the prices bid for items without an estimated quantity the City will utilize evaluation scenarios stated below. These evalution scenarios shall be added to the total prices bid. Purchasing will input the prices bid by each Bidder to determine the total price for each scenario. The evaluation scenarios to be used for evaluation purposes only are:

(1) SCENARIO #1

Demolish Wood Frame structure - 2,000 sq ft
Removal of all concrete flatwork - 100 cu yd
Silt fence installation - 600 LF
Loading, Transporting and Disposing - 2Tons
Restore to natural grade with and seed (Rye/Bahia or seasonal mix) - 5,000 sq ft

(2) SCENARIO #2

Demolish Concrete Block structure - 2,000 sq ft
Removal of all concrete flatwork - 100 cu yd
Silt fence installation - 600 LF
Loading, Transporting and Disposing - 2 Tons
Restore to natural grade and seed (Rye/Bahia or seasonal mix) - 5,000 sq ft

| SCENARIOS | TOTAL COST |
|---|---|
| 1 - WOODFRAME STRUCTURE | $ 2,776.00 |
| 2 - CONCRETE BLOCK STRUCTURE | $ 2,276.00 |







**REJECTION OF BIDS**
The City reserves the right to reject any and/or all bids when such rejection is in the best interest of the City.

**BIDS MAY BE REJECTED AND/OR BIDDER(S) DISQUALIFIED FOR THE FOLLOWING REASONS:**
(a) Failure to update the information on file including address, product, service or business descriptions.
(b) Failure to perform according to contract provisions.
(c) Conviction in a court of law of any criminal offense in connection with the conducting of business.
(d) Evidence of a violation of any federal or state antitrust law based on the submission of bids or proposals, or the awarding of contracts.
(e) Evidence that the Bidder has attempted to give a City employee a gratuity of any kind for the purpose of influencing a recommendation or decision in connection with any part of the City's purchasing activity.
(f) Other reasons deemed appropriate by the City.

**OWNERSHIP OF DOCUMENTS**
All documents resulting from this solicitation will become the sole property of the City of Port Orange. The Bidder must meet all requirements for retaining public records and transfer, at no cost, to the City all public records in the possession of the Bidder upon termination of this Agreement 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 in a format that is compatible with the information technology systems of the City.

**AMERICANS WITH DISABILITIES ACT (ADA)**
If you need special services provided under the Americans with Disabilities Act, contact the ADA Coordinator in our Human Resources office at 386-506-5560 at least 48 hours before the scheduled event.

**REQUIRED DOCUMENTS FOR AWARDED BIDDER**
The awarded Bidder shall return all the required post-award documents within 10 days after the issuance of the Notice of Intent to Award in order to execute the contract.

## SECTION 3 – SCOPE OF WORK

**SCOPE OF WORK:**

The City is soliciting demolition contractors to demolish various properties undergoing mitigation due to flooding. These mitigation projects may utilize federal, state and local funding. Federal funding typically comes from U.S Housing and Urban Development (HUD) Community Development Block Grant (CDBG) Entitlement and/or Disaster Recovery (DR) and the Department of Homeland Security (DHS) Federal Emergency Management Agency (FEMA). When federal funds are utilized all applicable federal rules and regulations must be followed, more particularly described in the Attachment No. 2 Scope of Work and Attachment No. 3 FEMA Compliance Regulations and Attachment No. 4 2CFR200 and Appendix II to 2CF200- Federal Procurement Regulations found on the City's webpage at www.port-orange.org/bids.aspx and DemandStar via their website at www.demandstar.com.

Expedited demolition services upon receipt of the contract award are expected by the City. Some grants have short timelines and require demolition to be completed in early July 2026. City demolition permits will be expedited, and demolition permit fees will be waived. Refer to Attachment 2 for a detailed scope of work.

CITY OF PORT ORANGE
PURCHASING DIVISION
1000 CITY CENTER CIRCLE
PORT ORANGE, FLORIDA 32129
TELEPHONE 386-506-5717
purchdiv@port-orange.org

# ADDENDUM # 1
## APRIL 23, 2026

## ITB #26-01 DEMOLITION SERVICES FOR FEDERALLY FUNDED PROJECTS

---

**To All Bidders:**

The following changes, clarifications and additions are hereby made part of the bidding and specifications for the above referenced project and prepared by the City of Port Orange Purchasing Division as fully and completely as if the same were fully set forth therein. It is the sole responsibility of bidder to confirm that all addenda have been received prior to submitting bid and acknowledge such in the bid documents.

**A. CHANGES TO ITB DOCUMENT:**

None

**B. REVISIONS:**

**Attachment No. 2 Scope of Work has been revised and uploaded on DemandStar and the City's website. The Document is titled "REVISED Attachment No. 2 Scope of Work".**

**C. CLARIFICATIONS:**

None

**D. QUESTIONS AND ANSWERS:**

None

**In all other respects, except as specifically stated herein, the subject ITB #26-01 DEMOLITION SERVICES FOR FEDERALLY FUNDED PROJECTS remains the same.**

**END OF ADDENDUM #1**

Rita Cooper
Buyer
rcooper@port-orange.org

CITY OF PORT ORANGE
PURCHASING DIVISION
1000 CITY CENTER CIRCLE
PORT ORANGE, FLORIDA 32129
TELEPHONE 386-506-5717
purchdiv@port-orange.org

# ADDENDUM # 2
## MAY 8, 2026

## ITB #26-01 DEMOLITION SERVICES FOR FEDERALLY FUNDED PROJECTS

---

**To All Bidders:**

The following changes, clarifications and additions are hereby made part of the bidding and specifications for the above referenced project and prepared by the City of Port Orange Purchasing Division as fully and completely as if the same were fully set forth therein. It is the sole responsibility of bidder to confirm that all addenda have been received prior to submitting bid and acknowledge such in the bid documents.

**A. CHANGES TO ITB DOCUMENT:**

None

**B. REVISIONS:**

**Please REFER to the REVISED ATTACHMENT 1 SCHEDULE OF UNIT PRICING.**

**C. CLARIFICATIONS:**

The fence and shed at 5899 Trailwood Drive are to be removed.
The fence and shed at 798 Sugar House Drive are to be removed.
The white vinyl fence at 893 Sugar House Drive is to remain in place.
The decorative wall with embedded wine bottles at 893 Sugar House Drive is to be removed.
Existing trees 6” in diameter or greater are to be protected.
Concrete driveways and aprons are to be removed to the edge of curb at 798 and 893 Sugar House Drive.
Asphalt driveways in their entirety are to be removed at 5899 Trailwood Drive.
Canal walls are to be protected at 5899 Trailwood Drive.
5899 Trailwood Drive bridge embankment is to be knocked down and regraded so as not to exceed 4:1 slope.

**D. QUESTIONS AND ANSWERS:**

**Question #1**

Can you confirm the maximum safe vehicular weight of the bridge to be removed, including documentation?

**Answer #1**

- Total Weight: 40,000 pounds (20 tons) or 18 metric tonnes.
- Axle Distribution:
  - Front Axle: 8,000 lbs (4 tons / 3.6 tonnes).
  - Rear Axle: 32,000 lbs (16 tons / 14.4 tonnes).
- Axle Spacing: Fixed at 14 feet (approx. 4.27 meters).
- Wheel Spacing: 6 feet center-to-center between wheels on the same axle

**Question #2**

We would like to request clarification on the requirements and process for obtaining the necessary Business Tax Receipts and contractor registrations for an out-of-state company. Specifically, we would appreciate guidance on the following:

- Whether registration as a foreign entity with the State of Florida (Sunbiz) is required prior to applying for a Business Tax Receipt
- Whether both Volusia County and City of Port Orange Business Tax Receipts are required
- The general application process and required documentation for each
- Whether this process can be initiated prior to contract award. We are seeking to ensure full compliance with all applicable local, county, and state requirements.

**Answer #2**

A City of Port Orange business tax receipt is only required if you have a home-based or commercial business location within Port Orange jurisdiction. This can be applied for online, through our portal, the link can be found below if needed. After you sign in, click on 'My Portal' and then 'Apply Online' where you can start filling out the application through our online system.
SmartGov Portal Link: https://ci-portorange-fl.smartgovcommunity.com/Public/Home

- To register as a contractor in our system, we require a copy of the current Certificate of Insurance, Worker's Compensation (or exemption), and the Business Tax Receipt for the business's primary jurisdiction.
- Sunbiz registration is typically required prior to business tax receipt approval, unless there is no DBA and business name is only the legal first and last name of the business owner.
- Volusia County no longer requires a separate business tax receipt, as of 2024.
- The business tax receipt application is available through our online portal, and we have our old paper applications available as well. For the documents, we require either the fictitious name registration, LLC, or articles of incorporation. If a state license is required for the business (contractor's are licensed through DBPR) we required a copy of the state license as well. If it is a commercial location, we require a floor plan showing where the exits are. If it is home-based we require proof of residency.

**Question #3**

If the house is on city sewer and water will the city be doing the disconnects or will the contractor?

**Answer #3**

The contractor will need to coordinate with Public Utilities. Public Utilities will turn off the water and remove the meter, but the contractor will need to remove the water and sewer laterals up to the point of connection to the city's system.

**Question #4**
Inside of the schedule of unit pricing, item #11. Is this to be applied to the total amount of debris (including trucking) leaving the jobsite?

**Answer #4**
This is only for restoration of the ground and does not include the price to remove or haul away the debris.

**Question #5**
Will you be requiring turbidity barrier during the removal of the bridge?

**Answer #5**
Yes

**Question #6**
Do you want the bridge pilings removed in their entirety?

**Answer #6**
Yes

**Question #7**
We would like to request clarification on the requirements and process for obtaining the necessary Business Tax Receipts and contractor registrations for an out-of-state company. Specifically, we would appreciate guidance on the following:

**Answer #7**

**Please note : A city of Port Orange business tax receipt is only required if you have a home-based or commercial business location within Port Orange jurisdiction. If you do not have a home-based or commercial business location within Port Orange none of the answers below apply.**

- Whether registration as a foreign entity with the State of Florida (Sunbiz) is required prior to applying for a Business Tax Receipt
  Answer: Sunbiz registration is typically required prior to business tax receipt approval, unless there is no DBA and business name is only the legal first and last name of the business owner.

- Whether both Volusia County and City of Port Orange Business Tax Receipts are required
  Answer: Volusia County no longer requires a separate business tax receipt, as of 2024.

- The general application process and required documentation for each
  Answer: Business Tax application process - This can be applied for online, through our portal, the link can be found below if needed. After you sign in, click on 'My Portal' and then 'Apply Online' where you can start filling out the application through our online system.
  SmartGov Portal Link: https://ci-portorange-fl.smartgovcommunity.com/Public/Home

  To register as a contractor in our system, we require a copy of the current Certificate of Insurance, Worker's Compensation (or exemption), and the Business Tax Receipt for the business's primary jurisdiction.

  The business tax receipt application is available through our online portal, and we have our old paper applications available as well. For the documents, we require either the fictitious name registration, LLC, or articles of incorporation. If a state license is required for the business (contractor's are licensed through DBPR) we required a copy of the state license as well. If it is a commercial location, we require a floor plan showing where the exits are. If it is home-based we require proof of residency.

- Whether this process can be initiated prior to contract award
  Answer – the process can be initiated prior to contract award

**Question #8**
Could you also clarify if out-of-state bidders may submit their current home-state Business Tax Receipt with the bid package?
**Answer #8**
Answer – Yes, out-of-state bidders may submit their current home-state Business Tax Receipt with the bid package

**Question #9**
I also just wanted to express some concern over the 2 scenarios provided if they are going to be used to evaluate bids. The concerning part is that they list 600 C.Y. of concrete flatwork. Every house that we walked during the walkthrough would be lucky to have 120 C.Y. of concrete debris a piece. This discrepancy has the ability to throw bids, that might otherwise be cheaper, out if they are higher on concrete removal. I would recommend that a more accurate amount of concrete debris be assumed to insure accurate bids.
**Answer #9**
Please refer to the Revised Attachment 1 Schedule of Unit Pricing

**Question #10**
Is this contract just for the demolition of the 3 properties that were visited on 4/27/26
**Answer #10**
This contract is for any demolition project that utilizes federal funding in the next 5 years.

**Question #11**
Seen no bid bond required is that true
**Answer #11**
A bid bond is required as stated in the Legal Notice to Bidders and in Section 6 of the ITB.

**Question #12**

Is there a budget for the demolition of the 3 homes or for them individually

**Answer #12**

The City has an established budget, but to ensure fair and competitive process, the City encourages bidders to provide their best value without aiming for a specific, pre-determined number.

**In all other respects, except as specifically stated herein, the subject ITB #26-01 DEMOLITION SERVICES FOR FEDERALLY FUNDED PROJECTS remains the same.**

**END OF ADDENDUM #2**

Rita Cooper
Buyer
rcooper@port-orange.org

# EXHIBIT "2"

## Payment and Performance Bond

Consisting of 4 Pages

**FRONT PAGE FOR BOND REQUIRED BY SECTION 255.05, F.S.**

# PAYMENT AND PERFORMANCE BOND

(Public Works)

Notice and Time Limitations Must Be In Accordance
With Section 255.05(2), (8) and (10), Florida Statutes

**BOND NO.** _____

---

**PRINCIPAL**:
Developer or Contractor: _____
Principal Business Address: _____
_____
Contact Person: _____
Phone Number: _____

---

**SURETY**: _____
Address: _____
_____
Contact Person: _____
Phone Number: _____

---

**OWNER**: City of Port Orange, Florida, a chartered municipal corporation
1000 City Center Circle
Port Orange, Florida 32129-4144
Contact Person: City Manager
Phone Number: (386) 506-5501

---

**Amount**: _____ **City Project Number:** _____

**Description of Work**: _____

**Project Location**: _____

**Legal Description**: _____

Front Page

All other pages are subsequent to this page regardless of any numbers that may be printed thereon.

Placeholder for Legal Description

_____

_____

Bond No._____

# COMBINATION PAYMENT AND PERFORMANCE BOND
# FOR
# PUBLIC CONSTRUCTION

*per Section 255.05, Florida Statutes*
Guaranty for Construction of Public Improvements

BY THIS BOND, We, **_____,** as Principal, and **_____**, a corporation, as Surety, are bound to **CITY OF PORT ORANGE, FLORIDA**, a Florida municipal corporation, herein called "Owner" or sometimes referred to as "City," in the sum of **_____ AND __/100 DOLLARS** (**$_____**), 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 terms of that certain _____ having an effective date of _____, 20__, entered into by and between the Principal and the City, for _____, hereinafter referred to as 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 (the "Work"); and

3. Pays Owner all losses, damages, delay damages (including contractually authorized liquidated damages), expenses, costs, and attorney's fees, including appellate proceedings, that Owner sustains because of a breach or material breach by Principal under the Contract documents; 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.

**Notice of Nonpayment and Time Limitations**

Any action instituted by a claimant under this bond for payment must be in accordance with the notice and time limitation provisions in Sections 255.05(2), (8) and (10), 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.

IN WITNESS WHEREOF, this performance and payment bond is executed and shall be deemed an original, this _____, day of _____, 20__.

Attest:

_____
(Principal)

_____
(As to Corporate Principal) Secretary

By:_____
Curtis Long, Vice President

_____
(Witness to Principal)

*(Corporate Seal)*

_____
(Surety)

_____
(Witness to Surety)

By:_____
Name:_____
(Attorney-in-Fact)

*(Corporate Seal)*

---

*NOTE:* ***Date of BOND must not be prior to date of Contract.*** *If Developer/Principal is Partnership, all partners should execute BOND. All BONDS signed by an agent must be accompanied by a certified copy of the authority to act.*

*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.

---

# EXHIBIT "3"

## ITB 26-01 Federal Regulations and Contract Provisions

Consisting of 33 Pages

This content is from the eCFR and is authoritative but unofficial.

# Title 2 —Federal Financial Assistance
## Subtitle A —Office of Management and Budget Guidance for Federal Financial Assistance
## Chapter II —Office of Management and Budget Guidance
## Part 200 —Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
## Subpart D —Post Federal Award Requirements

**Authority:** 31 U.S.C. 503; 31 U.S.C. 6101-6106; 31 U.S.C. 6307; 31 U.S.C. 7501-7507.
**Source:** 89 FR 30136, Apr. 22, 2024, unless otherwise noted.

Procurement Standards

**§ 200.317** Procurements by States and Indian Tribes.
**§ 200.318** General procurement standards.
**§ 200.319** Competition.
**§ 200.320** Procurement methods.
**§ 200.321** Contracting with small businesses, minority businesses, women's business enterprises, veteran-owned businesses, and labor surplus area firms.
**§ 200.322** Domestic preferences for procurements.
**§ 200.323** Procurement of recovered materials.
**§ 200.324** Contract cost and price.
**§ 200.325** Federal agency or pass-through entity review.
**§ 200.326** Bonding requirements.
**§ 200.327** Contract provisions.

PROCUREMENT STANDARDS

## § 200.317 Procurements by States and Indian Tribes.

When conducting procurement transactions under a Federal award, a State or Indian Tribe must follow the same policies and procedures it uses for procurements with non-Federal funds. If such policies and procedures do not exist, States and Indian Tribes must follow the procurement standards in §§ 200.318 through 200.327. In addition to its own policies and procedures, a State or Indian Tribe must also comply with the following procurement standards: §§ 200.321, 200.322, 200.323, and 200.327. All other recipients and subrecipients, including subrecipients of a State or Indian Tribe, must follow the procurement standards in §§ 200.318 through 200.327.

## § 200.318 General procurement standards.

(a) ***Documented procurement procedures.*** The recipient or subrecipient must maintain and use documented procedures for procurement transactions under a Federal award or subaward, including for acquisition of property or services. These documented procurement procedures must be consistent with State, local, and tribal laws and regulations and the standards identified in §§ 200.317 through 200.327.

(b) ***Oversight of contractors.*** Recipients and subrecipients must maintain oversight to ensure that contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders. See also § 200.501(h).

(c) ***Conflicts of interest.***

(1) The recipient or subrecipient must maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award, and administration of contracts. No employee, officer, agent, or board member with a real or apparent conflict of interest may participate in the selection, award, or administration of a contract supported by the Federal award. A conflict of interest includes when the employee, officer, agent, or board member, any member of their immediate family, their partner, or an organization that employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from an entity considered for a contract. An employee, officer, agent, and board member of the recipient or subrecipient may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors. However, the recipient or subrecipient may set standards for situations where the financial interest is not substantial or a gift is an unsolicited item of nominal value. The recipient's or subrecipient's standards of conduct must also provide for disciplinary actions to be applied for violations by its employees, officers, agents, or board members.

(2) If the recipient or subrecipient has a parent, affiliate, or subsidiary organization that is not a State, local government, or Indian Tribe, the recipient or subrecipient must also maintain written standards of conduct covering organizational conflicts of interest. Organizational conflicts of interest mean that because of relationships with a parent company, affiliate, or subsidiary organization, the recipient or subrecipient is unable or appears to be unable to be impartial in conducting a procurement action involving a related organization.

(d) ***Avoidance of unnecessary or duplicative items.*** The recipient's or subrecipient's procedures must avoid the acquisition of unnecessary or duplicative items. Consideration should be given to consolidating or breaking out procurements to obtain a more economical purchase. When appropriate, an analysis should be made between leasing and purchasing property or equipment to determine the most economical approach.

(e) ***Procurement arrangements using strategic sourcing.*** When appropriate for the procurement or use of common or shared goods and services, recipients and subrecipients are encouraged to enter into State and local intergovernmental agreements or inter-entity agreements for procurement transactions. These or similar procurement arrangements using strategic sourcing may foster greater economy and efficiency. Documented procurement actions of this type (using strategic sourcing, shared services, and other similar procurement arrangements) will meet the competition requirements of this part.

(f) ***Use of excess and surplus Federal property.*** The recipient or subrecipient is encouraged to use excess and surplus Federal property instead of purchasing new equipment and property when it is feasible and reduces project costs.

(g) ***Use of value engineering clauses.*** When practical, the recipient or subrecipient is encouraged to use value engineering clauses in contracts for construction projects of sufficient size to offer reasonable opportunities for cost reductions. Value engineering means analyzing each contract item or task to ensure its essential function is provided at the overall lowest cost.

(h) ***Responsible contractors.*** The recipient or subrecipient must award contracts only to responsible contractors that possess the ability to perform successfully under the terms and conditions of a proposed contract. The recipient or subrecipient must consider contractor integrity, public policy

compliance, proper classification of employees (see the Fair Labor Standards Act, 29 U.S.C. 201, chapter 8), past performance record, and financial and technical resources when conducting a procurement transaction. See also § 200.214.

(i) ***Procurement records.*** The recipient or subrecipient must maintain records sufficient to detail the history of each procurement transaction. These records must include the rationale for the procurement method, contract type selection, contractor selection or rejection, and the basis for the contract price.

(j) ***Time-and-materials type contracts.***

(1) The recipient or subrecipient may use a time-and-materials type contract only after a determination that no other contract is suitable and if the contract includes a ceiling price that the contractor exceeds at its own risk. Time-and-materials type contract means a contract whose cost to a recipient or subrecipient is the sum of:

(i) The actual cost of materials; and

(ii) Direct labor hours charged at fixed hourly rates that reflect wages, general and administrative expenses, and profit.

(2) Because this formula generates an open-ended contract price, a time-and-materials contract provides no positive profit incentive to the contractor for cost control or labor efficiency. Therefore, each contract must set a ceiling price that the contractor exceeds at its own risk. Further, the recipient or subrecipient awarding such a contract must assert a high degree of oversight to obtain reasonable assurance that the contractor is using efficient methods and effective cost controls.

(k) ***Settlement of contractual and administrative issues.*** The recipient or subrecipient is responsible for the settlement of all contractual and administrative issues arising out of its procurement transactions. These issues include, but are not limited to, source evaluation, protests, disputes, and claims. These standards do not relieve the recipient or subrecipient of any contractual responsibilities under its contracts. The Federal agency will not substitute its judgment for that of the recipient or subrecipient unless the matter is primarily a Federal concern. The recipient or subrecipient must report violations of law to the Federal, State, or local authority with proper jurisdiction.

(l) ***Examples of labor and employment practices.***

(1) The procurement standards in this subpart do not prohibit recipients or subrecipients from:

(i) Using Project Labor Agreements (PLAs) or similar forms of pre-hire collective bargaining agreements;

(ii) Requiring construction contractors to use hiring preferences or goals for people residing in high-poverty areas, disadvantaged communities as defined by the Justice40 Initiative (see OMB Memorandum M-21-28), or high-unemployment census tracts within a region no smaller than the county where a federally funded construction project is located. The hiring preferences or goals should be consistent with the policies and procedures of the recipient or subrecipient, and must not prohibit interstate hiring;

(iii) Requiring a contractor to use hiring preferences or goals for individuals with barriers to employment (as defined in section 3 of the Workforce Innovation and Opportunity Act (29 U.S.C. 3102(24)), including women and people from underserved communities as defined by Executive Order 14091;

(iv) Using agreements intended to ensure uninterrupted delivery of services; using agreements intended to ensure community benefits; or

(v) Offering employees of a predecessor contractor rights of first refusal under a new contract.

(2) Recipients and subrecipients may use the practices listed in paragraph (1) if consistent with the U.S. Constitution, applicable Federal statutes and regulations, the objectives and purposes of the applicable Federal financial assistance program, and other requirements of this part.

## § 200.319 Competition.

(a) All procurement transactions under the Federal award must be conducted in a manner that provides full and open competition and is consistent with the standards of this section and § 200.320.

(b) To ensure objective contractor performance and eliminate unfair competitive advantage, contractors that develop or draft specifications, requirements, statements of work, or invitations for bids must be excluded from competing on those procurements.

(c) Examples of situations that may restrict competition include, but are not limited to:

(1) Placing unreasonable requirements on firms for them to qualify to do business;

(2) Requiring unnecessary experience and excessive bonding;

(3) Noncompetitive pricing practices between firms or between affiliated companies;

(4) Noncompetitive contracts to consultants that are on retainer contracts;

(5) Organizational conflicts of interest;

(6) Specifying only a “brand name” product instead of allowing “an equal” product to be offered and describing the performance or other relevant requirements of the procurement; and

(7) Any arbitrary action in the procurement process.

(d) The recipient or subrecipient must have written procedures for procurement transactions. These procedures must ensure that all solicitations:

(1) Are made in accordance with § 200.319(b);

(2) Incorporate a clear and accurate description of the technical requirements for the property, equipment, or service being procured. The description may include a statement of the qualitative nature of the property, equipment, or service to be procured. When necessary, the description must provide minimum essential characteristics and standards to which the property, equipment, or service must conform. Detailed product specifications should be avoided if at all possible. When it is impractical or uneconomical to clearly and accurately describe the technical requirements, a “brand name or equivalent” description of features may be used to provide procurement requirements. The specific features of the named brand must be clearly stated; and

(3) Identify any additional requirements which the offerors must fulfill and all other factors that will be used in evaluating bids or proposals.

(e) The recipient or subrecipient must ensure that all prequalified lists of persons, firms, or products used in procurement transactions are current and include enough qualified sources to ensure maximum open competition. When establishing or amending prequalified lists, the recipient or subrecipient must consider objective factors that evaluate price and cost to maximize competition. The recipient or subrecipient must not preclude potential bidders from qualifying during the solicitation period.

(f) To the extent consistent with established practices and legal requirements applicable to the recipient or subrecipient, this subpart does not prohibit recipients or subrecipients from developing written procedures for procurement transactions that incorporate a scoring mechanism that rewards bidders that commit to specific numbers and types of U.S. jobs, minimum compensation, benefits, on-the-job-training for employees making work products or providing services on a contract, and other worker protections. This subpart also does not prohibit recipients and subrecipients from making inquiries of bidders about these subjects and assessing the responses. Any scoring mechanism must be consistent with the U.S. Constitution, applicable Federal statutes and regulations, and the terms and conditions of the Federal award.

(g) Noncompetitive procurements can only be awarded in accordance with § 200.320(c).

## § 200.320 Procurement methods.

There are three types of procurement methods described in this section: informal procurement methods (for micro-purchases and simplified acquisitions); formal procurement methods (through sealed bids or proposals); and noncompetitive procurement methods. For any of these methods, the recipient or subrecipient must maintain and use documented procurement procedures, consistent with the standards of this section and §§ 200.317, 200.318, and 200.319.

(a) ***Informal procurement methods for small purchases.*** These procurement methods expedite the completion of transactions, minimize administrative burdens, and reduce costs. Informal procurement methods may be used when the value of the procurement transaction under the Federal award does not exceed the simplified acquisition threshold as defined in § 200.1. Recipients and subrecipients may also establish a lower threshold. Informal procurement methods include:

(1) ***Micro-purchases*** —

(i) ***Distribution.*** The aggregate amount of the procurement transaction does not exceed the micro-purchase threshold defined in § 200.1. To the extent practicable, the recipient or subrecipient should distribute micro-purchases equitably among qualified suppliers.

(ii) ***Micro-purchase awards.*** Micro-purchases may be awarded without soliciting competitive price or rate quotations if the recipient or subrecipient considers the price reasonable based on research, experience, purchase history, or other information; and maintains documents to support its conclusion. Purchase cards may be used as a method of payment for micro-purchases.

(iii) ***Micro-purchase thresholds.*** The recipient or subrecipient is responsible for determining and documenting an appropriate micro-purchase threshold based on internal controls, an evaluation of risk, and its documented procurement procedures. The micro-purchase threshold used by the recipient or subrecipient must be authorized or not prohibited under State, local, or tribal laws or regulations. The recipient or subrecipient may establish a threshold higher than the Federal threshold established in the Federal Acquisition Regulations (FAR) in accordance with paragraphs (a)(1)(iv) and (v) of this section.

(iv) ***Recipient or subrecipient increase to the micro-purchase threshold up to $50,000.*** The recipient or subrecipient may establish a threshold higher than the micro-purchase threshold identified in the FAR in accordance with the requirements of this section. The recipient or subrecipient may self-certify a threshold up to $50,000 on an annual basis and must maintain documentation to be made available to the Federal agency or pass-through entity and auditors in accordance with § 200.334. The self-certification must include a justification, clear identification of the threshold, and supporting documentation of any of the following:

(A) A qualification as a low-risk auditee, in accordance with the criteria in § 200.520 for the most recent audit;

(B) An annual internal institutional risk assessment to identify, mitigate, and manage financial risks; or,

(C) For public institutions, a higher threshold is consistent with State law.

(v) ***Recipient or subrecipient increase to the micro-purchase threshold over $50,000.*** Micro-purchase thresholds higher than $50,000 must be approved by the cognizant agency for indirect costs. The recipient or subrecipient must submit a request that includes the requirements in paragraph (a)(1)(iv) of this section. The increased threshold is valid until any factor that was relied on in the establishment and rationale of the threshold changes.

(2) ***Simplified acquisitions*** —

(i) ***Simplified acquisition procedures.*** The aggregate dollar amount of the procurement transaction is higher than the micro-purchase threshold but does not exceed the simplified acquisition threshold. If simplified acquisition procedures are used, price or rate quotations must be obtained from an adequate number of qualified sources. Unless specified by the Federal agency, the recipient or subrecipient may exercise judgment in determining what number is adequate.

(ii) ***Simplified acquisition thresholds.*** The recipient or subrecipient is responsible for determining an appropriate simplified acquisition threshold based on internal controls, an evaluation of risk, and its documented procurement procedures, which may be lower than, but must not exceed, the threshold established in the FAR.

(b) ***Formal procurement methods.*** Formal procurement methods are required when the value of the procurement transaction under a Federal award exceeds the simplified acquisition threshold of the recipient or subrecipient. Formal procurement methods are competitive and require public notice. The following formal methods of procurement are used for procurement transactions above the simplified acquisition threshold determined by the recipient or subrecipient in accordance with paragraph (a)(2)(ii) of this section:

(1) ***Sealed bids.*** This is a procurement method in which bids are publicly solicited through an invitation and a firm fixed-price contract (lump sum or unit price) is awarded to the responsible bidder whose bid conforms with all the material terms and conditions of the invitation and is the lowest in price. The sealed bids procurement method is preferred for procuring construction services.

(i) For sealed bidding to be feasible, the following conditions should be present:

(A) A complete, adequate, and realistic specification or purchase description is available;

(B) Two or more responsible bidders have been identified as willing and able to compete effectively for the business; and

(C) The procurement lends itself to a firm-fixed-price contract, and the selection of the successful bidder can be made principally based on price.

(ii) If sealed bids are used, the following requirements apply:

(A) Bids must be solicited from an adequate number of qualified sources, providing them with sufficient response time prior to the date set for opening the bids. Unless specified by the Federal agency, the recipient or subrecipient may exercise judgment in determining what number is adequate. For local governments, the invitation for bids must be publicly advertised.

(B) The invitation for bids must define the items or services with specific information, including any required specifications, for the bidder to properly respond;

(C) All bids will be opened at the time and place prescribed in the invitation for bids. For local governments, the bids must be opened publicly.

(D) A firm-fixed-price contract is awarded in writing to the lowest responsive bid and responsible bidder. When specified in the invitation for bids, factors such as discounts, transportation cost, and life-cycle costs must be considered in determining which bid is the lowest. Payment discounts must only be used to determine the low bid when the recipient or subrecipient determines they are a valid factor based on prior experience.

(E) The recipient or subrecipient must document and provide a justification for all bids it rejects.

(2) ***Proposals.*** This is a procurement method used when conditions are not appropriate for using sealed bids. This procurement method may result in either a fixed-price or cost-reimbursement contract. They are awarded in accordance with the following requirements:

(i) Requests for proposals require public notice, and all evaluation factors and their relative importance must be identified. Proposals must be solicited from multiple qualified entities. To the maximum extent practicable, any proposals submitted in response to the public notice must be considered.

(ii) The recipient or subrecipient must have written procedures for conducting technical evaluations and making selections.

(iii) Contracts must be awarded to the responsible offeror whose proposal is most advantageous to the recipient or subrecipient considering price and other factors; and

(iv) The recipient or subrecipient may use competitive proposal procedures for qualifications-based procurement of architectural/engineering (A/E) professional services whereby the offeror's qualifications are evaluated, and the most qualified offeror is selected, subject to negotiation of fair and reasonable compensation. The method, where the price is not used as a selection factor, can only be used to procure architectural/engineering (A/E) professional services. The method may not be used to purchase other services provided by A/E firms that are a potential source to perform the proposed effort.

(c) ***Noncompetitive procurement.*** There are specific circumstances in which the recipient or subrecipient may use a noncompetitive procurement method. The noncompetitive procurement method may only be used if one of the following circumstances applies:

(1) The aggregate amount of the procurement transaction does not exceed the micro-purchase threshold (see paragraph (a)(1) of this section);

(2) The procurement transaction can only be fulfilled by a single source;

(3) The public exigency or emergency for the requirement will not permit a delay resulting from providing public notice of a competitive solicitation;

(4) The recipient or subrecipient requests in writing to use a noncompetitive procurement method, and the Federal agency or pass-through entity provides written approval; or

(5) After soliciting several sources, competition is determined inadequate.

## § 200.321 Contracting with small businesses, minority businesses, women's business enterprises, veteran-owned businesses, and labor surplus area firms.

(a) When possible, the recipient or subrecipient should ensure that small businesses, minority businesses, women's business enterprises, veteran-owned businesses, and labor surplus area firms (See U.S. Department of Labor's list) are considered as set forth below.

(b) Such consideration means:

(1) These business types are included on solicitation lists;

(2) These business types are solicited whenever they are deemed eligible as potential sources;

(3) Dividing procurement transactions into separate procurements to permit maximum participation by these business types;

(4) Establishing delivery schedules (for example, the percentage of an order to be delivered by a given date of each month) that encourage participation by these business types;

(5) Utilizing organizations such as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and

(6) Requiring a contractor under a Federal award to apply this section to subcontracts.

## § 200.322 Domestic preferences for procurements.

(a) The recipient or subrecipient should, to the greatest extent practicable and consistent with law, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards, contracts, and purchase orders under Federal awards.

(b) For purposes of this section:

(1) “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

(c) Federal agencies providing Federal financial assistance for infrastructure projects must implement the Buy America preferences set forth in 2 CFR part 184.

## § 200.323 Procurement of recovered materials.

(a) A recipient or subrecipient that is a State agency or agency of a political subdivision of a State and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976 as amended, 42 U.S.C. 6962. The requirements of Section 6002 include procuring only items designated in the guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

(b) The recipient or subrecipient should, to the greatest extent practicable and consistent with law, purchase, acquire, or use products and services that can be reused, refurbished, or recycled; contain recycled content, are biobased, or are energy and water efficient; and are sustainable. This may include purchasing compostable items and other products and services that reduce the use of single-use plastic products. See Executive Order 14057, section 101, Policy.

## § 200.324 Contract cost and price.

(a) The recipient or subrecipient must perform a cost or price analysis for every procurement transaction, including contract modifications, in excess of the simplified acquisition threshold. The method and degree of analysis conducted depend on the facts surrounding the particular procurement transaction. For example, the recipient or subrecipient should consider potential workforce impacts in their analysis if the procurement transaction will displace public sector employees. However, as a starting point, the recipient or subrecipient must make independent estimates before receiving bids or proposals.

(b) Costs or prices based on estimated costs for contracts under the Federal award are allowable only to the extent that the costs incurred or cost estimates included in negotiated prices would be allowable for the recipient or subrecipient under subpart E of this part. The recipient or subrecipient may reference its own cost principles as long as they comply with subpart E of this part.

(c) The recipient or subrecipient must not use the "cost plus a percentage of cost" and "percentage of construction costs" methods of contracting.

## § 200.325 Federal agency or pass-through entity review.

(a) The Federal agency or pass-through entity may review the technical specifications of proposed procurements under the Federal award if the Federal agency or pass-through entity believes the review is needed to ensure that the item or service specified is the one being proposed for acquisition. The recipient or subrecipient must submit the technical specifications of proposed procurements when requested by the Federal agency or pass-through entity. This review should take place prior to the time the specifications are incorporated into a solicitation document. When the recipient or subrecipient desires to

accomplish the review after a solicitation has been developed, the Federal agency or pass-through entity may still review the specifications. In those cases, the review should be limited to the technical aspects of the proposed purchase.

(b) When requested, the recipient or subrecipient must provide procurement documents (such as requests for proposals, invitations for bids, or independent cost estimates) to the Federal agency or pass-through entity for pre-procurement review. The Federal agency or pass-through entity may conduct a pre-procurement review when:

(1) The recipient's or subrecipient's procurement procedures or operation fails to comply with the procurement standards in this part;

(2) The procurement is expected to exceed the simplified acquisition threshold and is to be awarded without competition, or only one bid is expected to be received in response to a solicitation;

(3) The procurement is expected to exceed the simplified acquisition threshold and specifies a “brand name” product;

(4) The procurement is expected to exceed the simplified acquisition threshold, and a sealed bid procurement is to be awarded to an entity other than the apparent low bidder; or

(5) A proposed contract modification changes the scope of a contract or increases the contract amount by more than the simplified acquisition threshold.

(c) The recipient or subrecipient is exempt from the pre-procurement review in paragraph (b) of this section if the Federal agency or pass-through entity determines that its procurement systems comply with the standards of this part.

(1) The recipient or subrecipient may request that the Federal agency or pass-through entity review its procurement system to determine whether it meets these standards for its system to be certified. Generally, these reviews must occur where there is continuous high-dollar funding and third-party contracts are awarded regularly.

(2) The recipient or subrecipient may self-certify its procurement system. However, self-certification does not limit the Federal agency's or pass-through entity's right to review the system. Under a self-certification procedure, the Federal agency or pass-through entity may rely on written assurances from the recipient or subrecipient that it is complying with the standards of this part. The recipient or subrecipient must cite specific policies, procedures, regulations, or standards as complying with these requirements and have its system available for review.

## § 200.326 Bonding requirements.

The Federal agency or pass-through entity may accept the recipient's or subrecipient's bonding policy and requirements for construction or facility improvement contracts or subcontracts exceeding the simplified acquisition threshold. Before doing so, the Federal agency or pass-through entity must determine that the Federal interest is adequately protected. If such a determination has not been made, the minimum requirements must be as follows:

(a) A bid guarantee from each bidder equivalent to five percent of the bid price. The bid guarantee must consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of the bid, execute any required contractual documents within the specified timeframe.

(b) A performance bond on the contractor's part for 100 percent of the contract price. A performance bond is a bond executed in connection with a contract to secure the fulfillment of all the contractor's requirements under a contract.

(c) A payment bond on the contractor's part for 100 percent of the contract price. A payment bond is a bond executed in connection with a contract to assure payment as required by the law of all persons supplying labor and material in the execution of the work provided for under a contract.

## § 200.327 Contract provisions.

The recipient's or subrecipient's contracts must contain the applicable provisions described in Appendix II of this part.

This content is from the eCFR and is authoritative but unofficial.

# Title 2 —Federal Financial Assistance
## Subtitle A —Office of Management and Budget Guidance for Federal Financial Assistance
## Chapter II —Office of Management and Budget Guidance
## Part 200 —Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards

**Authority:** 31 U.S.C. 503; 31 U.S.C. 6101-6106; 31 U.S.C. 6307; 31 U.S.C. 7501-7507.
**Source:** 89 FR 30136, Apr. 22, 2024, unless otherwise noted.

## 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, 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 § 200.323.

(K) See § 200.216.

(L) See § 200.322.

*[78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75888, Dec. 19, 2014; 85 FR 49577, Aug. 13, 2020]*

# EXHIBIT "3"

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the City under the Federal award must contain provisions covering the following, as applicable and as required by 2 C.F.R. 200.327:

(a) Remedies. The administrative, contractual, and legal remedies in instances where the Contractor violates or breaches the terms and conditions contained herein shall be in accordance with Paragraph 8 of the Contract.

(b) Termination for Cause. Termination for cause, including how it will be carried out and basis of settlement, shall be in accordance with Paragraph 8 of the Contract.

(b) Termination for Convenience. Termination for convenience by the City, including how it will be carried out and the basis for settlement shall be in accordance with Paragraph 6 of the Contract.

(c) Termination for Non-Appropriation of Funds.

(i) If funds are not appropriated for any succeeding fiscal years subsequent to the one in which this contract is entered into, for the purpose of this Contract, then the City may terminate this Contract upon thirty (30) days prior written notice to the Contractor. Should termination be accomplished in accordance with this Section, the City shall be liable only for payments due through the date of termination.

(ii) The City agrees that should it terminate in accordance with this Section, it shall not obtain services which are substantially equal to or similar to those for which this contract was entered into. This provision shall survive any termination of the Contract.

(d) Equal Employment Opportunity: During the performance of this Contract, the Contractor agrees as follows:

(1) Standard. Except as otherwise provided under 41 C.F.R. Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. § 60- 1.4(b), in accordance with Executive Order 11246**,** *Equal Employment Opportunity* (30 Fed. Reg. 12319, 12935, 3 C.F.R. 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 C.F.R. Part 60 (Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor). See 2 C.F.R. Part 200, Appendix II(C).

(2) Key Definitions.

i. Federally Assisted Construction Contract. The regulation at 41 C.F.R. § 60-1.3 defines a "federally assisted construction contract" as any agreement or modification thereof between any applicant and a person for construction work which is paid for in whole or in part with funds obtained from the Government or borrowed on the credit of the Government pursuant to any Federal program involving a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, or any application or modification thereof approved by the Government for a grant, contract, loan, insurance, or guarantee under which the applicant itself participates in the construction work.

ii. Construction Work. The regulation at 41 C.F.R. § 60-1.3 defines “construction work” as the construction, rehabilitation, alteration, conversion, extension, demolition or repair of buildings, highways, or other changes or improvements to real property, including facilities providing utility services. The term also includes supervision, inspection, and other onsite functions incidental to the actual construction.

(3) Pursuant to 41 C.F.R. Part 60-1.4(b), the Contractor agrees to comply with the following:

i. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

ii. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

iii. The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

iv. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

v. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

vi. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

vii. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

viii. The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

> The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

(e) Davis-Bacon Act: **If applicable to this Contract**, the Contractor agrees to comply with all provisions of the Davis Bacon Act as amended (40 U.S.C. 3141- 3144, and 3146-3148) and the requirements of 29C.F.R. pt. 5 as may be applicable. Contractor is 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, Contractor must be required to pay wages not less than once a week. This Contract is conditioned upon the acceptance of the Department of Labor Wage Determination. **The Davis-Bacon Act only applies to the Emergency Management Preparedness Grant Program, Homeland Security Grant Program, Nonprofit Security Grant Program, Tribal Homeland Security Grant Program, Port Security Grant Program, and Transit Security Grant Program. It DOES NOT apply to other FEMA grant and cooperative agreement programs, including the Public Assistance Program.** In situations where the Davis-Bacon Act does not apply, neither does the Copeland "Anti-Kickback" Act.

When required by the federal program legislation, prime construction contracts over $2,000 awarded by the City require the Contractor to comply with the following provisions from 29 C.F.R. § 5.5(a)(1)-(10), and Contractor must include these provisions in full in any subcontracts:

> 29 C.F.R. § 5.5 Contract provisions and related matters.
> (a) The Agency head shall cause or require the contracting officer to insert in full in any contract in excess of $2,000 which is entered into for the actual construction, alteration and/or repair, including painting and decorating, of a public building or public work, or building or work financed in whole or in part from Federal funds or in accordance with guarantees of a Federal agency or financed from funds obtained by pledge of any contract of a Federal agency to make a loan, grant or annual contribution (except where a different meaning is expressly indicated), and which is subject to the labor standards provisions of any of the acts listed in § 5.1, the following clauses (or any modifications thereof to meet the particular needs of the agency, *Provided*, That such modifications are first approved by the Department of Labor):
> (1) Minimum wages.

(i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the Contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis–Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in § 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein:

*Provided*, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a)(1)(ii) of this section) and the Davis–Bacon poster (WH–1321) shall be posted at all times by the Contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii)

(A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, U.S.

Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30–day period that additional time is necessary.

(C) In the event the Contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30–day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii)(B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the Contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the Contractor does not make payments to a trustee or other third person, the Contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *Provided*, That the Secretary of Labor has found, upon the written request of the Contractor, that the applicable standards of the Davis–Bacon Act have been met. The Secretary of Labor may require the Contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(2) Withholding.

The (write in name of Federal Agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the Contractor under this contract or any other Federal contract with the same prime Contractor, or any other federally-assisted contract subject to Davis–Bacon prevailing wage requirements, which is held by the same prime Contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the Contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, the (Agency) may, after written notice to the Contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(3) Payrolls and basic records.

(i) Payrolls and basic records relating thereto shall be maintained by the Contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis–Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a) (1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis–Bacon Act, the Contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.
(ii)
(A) The Contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the (write in name of appropriate federal agency) if the agency is a party to the contract, but if the agency is not such a party, the Contractor will submit the payrolls to the applicant, sponsor, or owner, as the case may be, for transmission to the (write in name of agency). The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH–347 is available for this purpose from the Wage and Hour Division Web site at http://www.dol.gov/esa/whd/forms/wh347instr.htm or its successor site. The prime Contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the (write in name of appropriate federal agency) if the agency is a party to the contract, but if the agency is not such a party, the Contractor will submit them to the applicant, sponsor, or owner, as the case may be, for transmission to the (write in name of agency), the Contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime Contractor to require a subcontractor to provide addresses and social security numbers to the prime Contractor for its own records, without weekly

submission to the sponsoring government agency (or the applicant, sponsor, or owner).
(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the Contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:
(1) That the payroll for the payroll period contains the information required to be provided under § 5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under § 5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;
(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;
(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or
cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.
(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH– 347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii) (B) of this section.
(D) The falsification of any of the above certifications may subject the Contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.
(iii) The Contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the (write the name of the agency) or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the Contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the Contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(4) Apprentices and trainees.
(i) Apprentices.
Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who

has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the Contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a Contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the Contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the Contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees.

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the

Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the Contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity.

The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

(5) Compliance with Copeland Act requirements.

The Contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

(6) Subcontracts.

The Contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a) (1) through (10) and such other clauses as the (write in the name of the Federal agency) may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

(7) Contract termination: debarment.

A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a Contractor and a subcontractor as provided in 29 CFR 5.12.

(8) Compliance with Davis–Bacon and Related Act requirements.

All rulings and interpretations of the Davis–Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

(9) Disputes concerning labor standards.

Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the Contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

(10) Certification of eligibility.

(i) By entering into this contract, the Contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the Contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis–Bacon Act or 29 CFR 5.12(a)(1)."

(e) Copeland Anti Kick Back Act: Compliance with the Copeland "Anti-Kickback" Act. This requirement applies to all contracts for construction or repair work above $2,000 in situations where the Davis-Bacon Act also applies**. It DOES NOT apply to the FEMA Public Assistance Program.**

(i) Contractor. The Contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. Part 3 as may be applicable, which are incorporated by reference into this contract.

(ii) Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clause above, and also a clause requiring the subcontractors to include the clause in any lower tier subcontracts. The prime Contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor the contract clause.

(iii) Breach. A breach of the Contract clauses above may be grounds for termination of the Contract, and for debarment as a Contractor and subcontractor as provided in 29 C.F.R. § 5.12.

(f) Contract Work Hours and Safety Standards Act:

**For all contracts over $100,000** that involve the employment of mechanics, laborers, and construction work:

(i) Compliance with the Contract Work Hours and Safety Standards Act. If applicable per the standard described above, Contractor shall comply with the following provisions from 29 C.F.R. § 5.5(b)(1)-(4), hereinbelow, and furthermore, Contractor shall include these provisions, in full, into any subcontracts.

(1) *Overtime requirements.* No Contractor or subcontractor contracting for any part of the Contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) *Violation; liability for unpaid wages; liquidated damages.* In the event of any violation of the clause set forth in paragraph (1) of this section the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of $27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

(3) *Withholding for unpaid wages and liquidated damages.* The City shall upon its own action or upon written request of an authorized representative of the

Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any other federal contract with the same prime Contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

(4) *Subcontracts.* The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

(ii) Further Compliance with the Contract Work Hours and Safety Standards Act.

In addition to the clauses contained in subparagraphs (i)(1) thru (4), hereinabove, in any applicable contract subject only to the *Contract Work Hours and Safety Standards Act* and not to any of the other statutes cited in 29 C.F.R. § 5.1, the Contractor shall comply with the following provisions and insert the same in any applicable contracts with subcontractors:

(1) The Contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the Contract for all laborers and mechanics, including guards and watchmen, working on the Contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid.

(2) Records to be maintained under this provision shall be made available by the Contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the Department of Homeland Security, the Federal Emergency Management Agency, and the Department of Labor, and the Contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

(g) Rights to Inventions Made Under a Contract or Agreement.

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. **This requirement applies**

**to "funding agreements," but it DOES NOT apply to the Public Assistance, Hazard Mitigation Grant Program, Fire Management Assistance Grant Program, Crisis Counseling Assistance and Training Grant Program, Disaster Case Management Grant Program, and Federal Assistance to Individuals and Households – Other Needs Assistance Grant Program, as FEMA awards under these programs do not meet the definition of "funding agreement."**

(h) Clean Air Act (42 U.S.C. 7401–7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251– 1387) as amended.

For contracts exceeding $150,000.00, the following provisions apply:

**Clean Air Act**

(1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

(2) The Contractor agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the Federal awarding agency and the Regional Office of the Environmental Protection Agency.

(3) The Contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with federal assistance provided by Federal Awarding Agency.

**Federal Water Pollution Control Act**

(1) The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 et seq.

(2) The Contractor agrees to report each violation as required to assure notification to the Federal Awarding Agency, and the appropriate Environmental Protection Agency Regional Office.

(3) The Contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with federal assistance provided by Federal Awarding Agency.

(i) Suspension and Debarment. Federal regulations restrict the City from contracting with parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs and activities, where the contract is funded in whole or in part with federal funds. Accordingly, a contract or subcontract must not be made with any parties listed on the SAM Exclusions list. SAM Exclusions is the list maintained by the General Services Administration that contains the name of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under certain statutory or regulatory authority. Contractor can verify its status and the status of its principals, affiliates, and subcontractors at www.SAM.gov.

(1) This Contract is a covered transaction for purposes of 2 C.F.R. Part 180 and 2 C.F.R. Part 3000. As such, the Contractor is required to verify that none of the Contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) The Contractor must comply with 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3) This certification, included in the solicitation referenced hereinabove and made a part

hereof by this reference, is a material representation of fact relied upon by City. If it is later determined that the Contractor did not comply with 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C, in addition to remedies available to City, the federal government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The Contractor agrees to comply with the requirements of 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The Contractor further agrees to include a provision requiring such compliance in its lower-tier covered transactions.

(j) Byrd Anti-Lobbying Amendment 31 U.S.C. § 1352 (as amended): Contractors who apply or bid for an award of more than $100,000 shall file the required certification. Each tier certifies to the tier above that it will not and has not used federally 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 shall 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 recipient who in turn will forward the certification(s) to the federal awarding agency.

**Required Certification:** If applicable, the Contractor must sign and submit with this Agreement the following certification, *APPENDIX A, 44 C.F.R. PART 18 – Certification Regarding Lobbying*, included in the solicitation and made a part hereof by reference.

(k) Procurement of Recovered Materials: Requirements: The requirements of Section 6002 include procuring only items designated in guidelines of the EPA at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired by the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

(1) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired.
   (i) Competitively within a timeframe providing for compliance with the contract performance schedule;
   (ii) Meeting contract performance requirements; or
   (iii) At a reasonable price.

(2) Information about this requirement, along with the list of EPA- designated items, is available at EPA's Comprehensive Procurement Guidelines website, https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program.

(3) The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

(l) Prohibition on Contracting for Covered Telecommunications Equipment or Services.

If applicable to the Federal awarding agency requirements:

(1) *Definitions.* As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim), as used in this clause.

(2) *Prohibitions.*

(i) Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug.13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.

(ii) Unless an exception in paragraph (iii) of this clause applies, the Contractor and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:

a. Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

b. Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

c. Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or

d Provide, as part of its performance of this Contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

*(3) Exceptions.*

(i) This clause does not prohibit Contractors from providing—

a. A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

b. Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(ii) By necessary implication and regulation, the prohibitions also do not apply to:

a. Covered telecommunications equipment or services that:

1. Are *not used* as a substantial or essential component of any system; *and*

2. Are *not used* as critical technology of any system.

b. Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

(4) *Reporting requirement*.

(i) In the event the Contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the Contractor is notified of such by a subcontractor at any tier or by any other source, the Contractor shall report the information in paragraph (iv)(2) of this clause to the recipient or subrecipient, unless elsewhere in this Contract are established procedures for reporting the information.

(ii) The Contractor shall report the following information pursuant to paragraph (iv)(1) of this clause:

a. Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

b. Within 10 business days of submitting the information in paragraph (iv)(2)(a) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the Contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(5) *Subcontracts.* The Contractor shall insert the substance of this clause, including this paragraph (5), in all subcontracts and other contractual instruments.

(m) Domestic Preference for Procurements. As appropriate, and to the extent consistent with law, the Contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products. For purposes of this clause:

*Produced in the United States* means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

*Manufactured products* mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

(n) Access to Records and Reports:

(1) The Contractor agrees to provide City, any pass-through entity, the State of Florida and the Recipient (if applicable), the Federal Awarding Agency Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this Contract for the purposes of making audits, examinations, excerpts, and transcriptions.

(2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(3) The Contractor agrees to provide the Federal Awarding Agency Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

(4) In compliance with the Disaster Recovery Act of 2018, the Federal Awarding Agency Administrator or his authorized representatives and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

(o) Changes. To be allowable under the Federal agency award or cooperative agreement award, the cost of any contract change, modification, amendment, addendum, change order, or constructive change must be necessary, allocable, within the scope of the grant or cooperative agreement, reasonable for the scope of work, and otherwise allowable. This Contract addresses any potential requests for modifications or changes to the Contract terms as contained therein.

(p) Federal Awarding Agency Seal, LOGO, and Flags. The Contractor shall not use the Federal Awarding Agency seal(s), logos, crests, or reproductions of flags or likenesses of said agency officials without specific agency pre-approval. The Contractor shall include in this provision in any subcontracts.

(q) Compliance with Federal Laws, Regulations and Executive Orders and Acknowledgement of Federal Funding. This is an acknowledgment that Federal Award financial assistance will be used to fund all or a portion of the Contract. The Contractor will comply with all applicable federal law, regulations, and Executive Orders, Federal Awarding Agency policies, procedures, and directives. The Contractor shall comply with all uniform administrative requirements, cost principles, and audit requirements for federal awards. Contractor shall ensure that all subcontracts comply with the same.

(r) No Obligation by Federal Government. The Federal Government is not a party to this Contract and is not subject to any obligations or liabilities to the City, Contractor, or any other party pertaining to any matter resulting from the Contract.

(s) Program Fraud and False or Fraudulent or Related Acts. The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractors' actions pertaining to this Contract.

(t) Affirmative Socioeconomic Steps. If subcontracts are to be let, the prime Contractor is required to take all necessary steps identified in 2 C.F.R. § 200.321(b)(1)-(5) to ensure that small and minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

(u) Copyright and Data Rights. License and Delivery of Works Subject to Copyright and Data Rights. The Contractor grants to the City, a paid-up, royalty-free, nonexclusive, irrevocable, worldwide license

in data first produced in the performance of this Contract to reproduce, publish, or otherwise use, including prepare derivative works, distribute copies to the public, and perform publicly and display publicly such data. For data required by the contract but not first produced in the performance of this Contract, the Contractor will identify such data and grant to the City or acquires on its behalf a license of the same scope as for data first produced in the performance of this Contract. Data, as used herein, shall include any work subject to copyright under 17 U.S.C. § 102, for example, any written reports or literary works, software and/or source code, music, choreography, pictures or images, graphics, sculptures, videos, motion pictures or other audiovisual works, sound and/or video recordings, and architectural works. Upon or before the completion of this Contract, the Contractor will deliver to the City data first produced in the performance of this contract and data required by the contract but not first produced in the performance of this contract in formats acceptable by the City.

(v) Drug Free Workplace Requirements: Drug-free workplace requirements in accordance with Drug Free Workplace Act of 1988 (Pub l 100-690, Title V, Subtitle D). All Contractors entering into Federal funded contracts over $100,000 must comply with Federal Drug Free workplace requirements as Drug-Free Workplace Act of 1988. The Contractor shall comply with this requirement.

(w) Mandatory Disclosures: The Contractor must disclose in writing all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award.

(x) Record Retention: Contractor will retain all required records pertinent to this contract for a period of five years pursuant to 2 C.F.R. §200.334 and retained in compliance with 2 C.F.R. §200.334. This provision is supplemental to other provisions in this Agreement.

(y) Federal Changes: Contractor shall comply with all applicable Federal agency regulations, policies, procedures, and directives, including without limitation those listed directly or by reference, as they may be amended or promulgated from time to time during the term of the Contract.

(z) Safeguarding Personal Identifiable Information: Contractor will take reasonable measures to safeguard protected personally identifiable information and other information designated as sensitive by the awarding agency or is considered sensitive consistent with applicable Federal, State and/or local laws regarding privacy and obligations of confidentiality.

(aa) Build America, Buy America Act. If applicable to this Contract, the Contractor shall comply with Build America, Buy America Act ("BABAA"), as part of the Infrastructure Investment and Jobs Act ("IIJA") (Pub. L. 117-58) and BABA provisions of the Act, 41 U.S.C. 8301, unless covered by a waiver.

Contractors and their subcontractors who apply or bid for an award for an infrastructure project subject to the domestic preference requirement in the BABAA shall file the required certification to the non-federal entity with each bid or offer for an infrastructure project, unless a domestic preference requirement is waived by Federal Awarding Agency.

Contractors and subcontractors certify that no federal financial assistance funding for infrastructure projects will be provided unless all the iron, steel, manufactured projects, and construction materials used in the project are produced in the United States. BABAA, Pub. L. No. 117-58, §§ 70901-52. Contractors and subcontractors shall also disclose any use of federal financial assistance for infrastructure projects that do not ensure compliance with BABAA domestic preference requirement. Such disclosures shall be forwarded to the grant recipient who in turn will forward the disclosures to Federal Awarding Agency, the federal awarding agency; subrecipients will forward disclosures to the pass-through entity, who will in turn forward the disclosures to Federal Awarding Agency.

**Required Certification:** If applicable to this Contract, for Federal financial assistance programs subject to BABAA Contractor and subcontractors must sign and submit a compliance certification to the next tier (e.g., subcontractors submit to the Contractor; Contractor submits to the City).

# CITY OF PORT ORANGE
# STANDARD CONTRACT FOR SERVICES

This Standard Contract for Services ("Contract") is entered into this ____ day of _____, **2026**, by and between the **CITY OF PORT ORANGE**, a Florida municipal corporation, whose principal address is 1000 City Center Circle, Port Orange, Florida 32129 (the "City"), and **DSR CONSTRUCTION, INC.** ("Contractor"), a Florida corporation, whose principal address is 103 Bill Circle, Port Orange, Florida 32128. The City and Contractor are collectively referred to herein as the "Parties."

1. *Provision of Services*

(a) The Contractor hereby agrees to provide demolition services for federally funded projects, and as more specifically described in Invitation to Bid 26-01 ("ITB 26-01"). This Contract together with ITB 26-01 and the Contractor's proposal, all of which may be referred to as the "Contract" and all of which are made a part hereof by reference shall constitute the formal written Contract between the City and Contractor. For convenience, ITB 26-01 Section 3 Scope of Work, the Bid Tabulation as submitted by Contractor in Contractor's Proposal Attachment 1, Revised Scope of Work Attachment 2, Addendum No. 1, and Addendum No. 2 are attached hereto as Exhibit "1." Payment and Performance Bond is attached hereto as Exhibit "2." ITB 26-01 Federal Regulations and Contract Provisions, attached hereto as Exhibit "3." A complete copy of ITB 26-01 is available in the Office of the City Clerk. Contractor represents that they are familiar with the documents that make up the Contract, as referenced hereinabove.

(b) The time, manner and place for performance of such services shall be:

*Term*: This Contract shall become effective on the last date the Contract is signed by the Parties. The term of this Contract shall be for a period of three (3) years (the "Initial Term").

*Renewals*: This Contract may be renewed for two (2) optional subsequent one-year periods, upon written approval of the Parties, City Manager approval, and budget appropriation.

*Manner and Place*: The work shall be in accordance with and in a manner as required by all current federal, state, county, fire, building and land development codes, laws, ordinances and regulations, and with applicable permits and licenses per the City Code of Ordinances.

*Time and Essence*: Contractor acknowledges that time is of the essence for this Contract.

*Authorization for Services*: This Contract standing alone does not authorize the purchase of any goods or services or require the City to place any orders for goods or service. Authorization for the performance of services by the Contractor under this Contract shall be in the form of written Notice to Proceed issued and executed by the City and signed by the Contractor and a written Purchase Order. A Payment and Performance Bond shall be required for each demolition performed under this Contract. The City reserves the right to contract with other parties for the goods and services contemplated by this Contract, as determined in the City's sole and absolute discretion.

2. *City Obligations*. In return for the services identified above, the City agrees to compensate Contractor based on periodic quotes and/or proposals pursuant to the pricing as provided in Exhibit "1," subject to a limit not to exceed the appropriated budget. All payments shall be governed by the Local Government Prompt Payment Act as set forth in Sections 218.70 through 218.79, Florida Statutes, as amended.

3. *Contract Documents*. The following forms, attached as Exhibit "2," are an integral part of this Contract and must be completed, signed, witnessed and notarized as indicated and returned with the signed Contract:

(a) Front Page for Bond (F.S. § 255.05)
(b) Combination Payment and Performance Bond (F.S. § 255.05)

4. *Contract Administration*. The Community Development Director, Tim Burman, shall perform contract administration of this Contract. The City may change the contract administrator, from time to time and at any time, upon written notice to Contractor. For notice provisions, see the paragraph below entitled "Notice."

5. *Liens*. Contractor acknowledges that Contractor shall not be entitled to lien the City or other public property.

6. *Termination for Convenience of the City*

(a) The parties agree that the City may terminate this Contract, or any work or delivery required hereunder, from time to time either in whole or part, whenever the City Manager of Port Orange shall determine that such termination is in the best interest of the City.

(b) Termination, in whole or in part, shall be effected by delivery of a Notice of Termination signed by the City Manager or his designee, mailed or delivered to the Contractor, and specifically setting forth the effective date of termination.

(c) Upon receipt of such Notice, the Contractor shall:

(i) cease any further deliveries or work due under this Contract, on the date, and to the extent, which may be specified in the Notice;

(ii) place no further orders with any subcontractors except as may be necessary to perform that portion of this Contract not subject to the Notice;

(iii) terminate all subcontracts except those made with respect to contract performance not subject to the Notice;

(iv) settle all outstanding liabilities and claims which may arise out of such termination, with the ratification of the Finance Director of Port Orange; and

(v) use best efforts to mitigate any damages which may be sustained by the Contractor as a consequence of termination under this clause.

(d) After complying with the provisions of subparagraph (c), above, the Contractor shall submit a termination claim, in no event later than six (6) months after the effective date of termination, unless one or more extensions of three (3) months each are granted by the Finance Director.

(e) The Finance Director, with the approval of the City Manager, shall pay from the using department's budget, reasonable costs of termination, including a reasonable amount for profit on supplies or services delivered or work completed. In no event shall this amount be greater than the original contract price, reduced by any payments made prior to Notice of Termination, and further reduced by the price of the supplies not delivered or the services not provided. This Contract shall be amended accordingly, and the Contractor shall be paid the agreed amount.

(f) In the event that the parties cannot agree on the whole amount to be paid to the Contractor by reason of termination under this clause, the Finance Director shall pay the Contractor the amounts determined as follows, without duplicating any amounts which may have already been paid under the preceding paragraph of this clause:

(i) With respect to all Contract performance prior to the effective date of Notice of Termination, the total of:

(1) the cost of work performed or supplies delivered;

(2) the cost of settling and paying any reasonable claims as provided in paragraph (c) (iv), above;

(3) a sum as profit on (a) determined by the Finance Director to be fair and reasonable.

(ii) The total sum to be paid under (i) above shall not exceed the contract price, as further reduced by the contract price of work or supplies not terminated.

(g) In the event that the Contractor is not satisfied with any payments which the Finance Director shall determine to be due under this clause, the Contractor may appeal any claim to the City Council in accordance with Paragraph 23 of this contract concerning disputes.

7. *Termination for Convenience for Subcontractors*. In accordance with the termination for the convenience of the City provision of this contract, the Contractor shall include similar provisions in any subcontract, and shall specifically include a requirement that subcontractors make all reasonable efforts to mitigate damages which may be suffered. Failure to include such provisions shall bar the Contractor from any recovery from the City whatsoever of loss or damage sustained by a subcontractor as a consequence of termination for convenience.

8. *Termination for Default*. Either party may terminate this Contract, without further obligation, for the default of the other party or its agents or employees with respect to any agreement or provision contained herein. In the event of default by the contractor, the City reserves the right to procure the item(s) bid from other sources and holds the bidder responsible for excess costs incurred as a result. City Council may elect to refrain from doing business with the bidder as stipulated in City Code 2-276 Suspension and Disbarment.

9. *Examination of Records*

(a) The Contractor agrees that the City, or any duly authorized representative, shall, until the expiration of five (5) years after final payment hereunder, have access to and the right to examine and copy any pertinent books, documents, papers and records of the Contractor involving transactions related to this Contract.

(b) The Contractor further agrees to include in any subcontract for more than $10,000 entered into as a result of this Contract, a provision to the effect that the subcontractor agrees that the City or any duly authorized representative shall, until the expiration of five (5) years after final payment under the subcontract, have access to and the right to examine and copy any pertinent books, documents, papers and records of such contractor involved in transactions related to such subcontract, or this Contract. The term subcontract as used herein shall exclude purchase orders for public utility services at rates established for uniform applicability to the general public.

(c) The period of access provided in subparagraphs (a) and (b) above for records, books, documents and papers which may relate to any arbitration, litigation, or the settlement of claims arising out of the performance of this contract or any subcontract shall continue until any appeals, arbitration, litigation or claims shall have been finally disposed of.

10. *Public Records Compliance*. Contractor shall comply with public records laws as set forth in Chapter 119, Florida Statutes, and shall specifically:

(a) Keep and maintain public records required by the City to perform the service.

(b) Upon request from the City's custodian of public records, provide the City with a copy of the requested record or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Section 119, Florida Statutes, or as otherwise provided by law.

(c) Ensure that public records that are 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 City.

(d) Upon completion of the Contract, Contractor shall transfer to the City, at no cost, all public records in possession of the Contractor and destroy any duplicate public records that are exempt from public records disclosure requirements. 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.

If Contractor does not comply with a public records request, the City shall deem the non-compliance a breach of this Contract, and the Contractor may be subject to penalties under Section 119.0701, Florida Statutes.

**CONTRACTOR QUESTIONS RELATING TO CONTRACTOR'S DUTIES TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT MUST BE FORWARDED TO THE OFFICE OF THE CITY CLERK, CITY HALL, 1000 CITY CENTER CIRCLE, PORT ORANGE, FLORIDA 32129; TELEPHONE: (386) 506-5563; E-MAIL: CITYCLERK@PORT-ORANGE.ORG.**

11. *Termination for Non-Appropriation of Funds*

(a) If funds are not appropriated for any succeeding fiscal years subsequent to the one in which this contract is entered into, for the purpose of this Contract, then the City may terminate this Contract upon thirty (30) days prior written notice to the Contractor. Should termination be accomplished in accordance with this Section, the City shall be liable only for payments due through the date of termination.

(b) The City agrees that should it terminate in accordance with this Section, it shall not obtain services which are substantially equal to or similar to those for which this contract was entered into. This provision shall survive any termination of the Contract.

12. *Insurance*. Contractor shall maintain insurance, as required herein, during the life of this Contract. Contractor shall provide to the City, a certificate of insurance endorsing the City of Port Orange as an additional named insured. All insurance coverages of the Contractor shall be primary and non-contributory. All insurance coverages of the Contractor shall not seek contribution from any other insurance or self-insurance available to the City. For workers' compensation coverage, the Contractor's insurance certificate shall include the insurer's waiver of subrogation in lieu of endorsing the City as an additional insured for workers' compensation. The City shall not accept Workers' Compensation Exemptions Contractor may use leased employees if the Contractor ensures that all workers who access the jobsite are employees covered by the employee leasing company, and no non-employees are permitted to access the jobsite. Any Contractor using a leased employee shall complete the City's Leased Employee Affidavit Exhibit Form. Policies for Workers' Compensation may be issued by companies authorized as a group self-insurer by F.S. 440.572.

Policies other than Workers' Compensation shall be issued by insurers licensed and/or duly authorized under Florida Law to do business in the State of Florida and all insuring companies are required to have a minimum rating of "A-" in the "Best Key Rating Guide" published by A.M. Best & Company, Inc. Contractor shall not commence work under this Contract until the City has received a certificate or certificates of insurance with endorsement evidencing the required insurance. Insurer shall provide the City written notice of cancellation, nonrenewal or any other changes in coverage no later than thirty (30) days prior to the effective date of the change and shall provide notice to the City

no later than 10 days after non-payment. The Certificates of Insurance and required insurance policies shall contain provisions that thirty (30) days prior written notice shall be given to the City of any cancellation, intent not to renew, or reduction in the policies or coverages.

Contractor shall require and ensure each of its subcontractors to maintain, until the completion of the subcontractor's work, insurance of the types and to the limits set forth herein. All insurance coverages shall be primary and non-contributory. All insurance coverages of the subcontractors shall not seek contribution from any other insurance or self-insurance available to the City. The Contractor is responsible for ensuring that its subcontractors maintain the required coverage. Failure of the Contractor to ensure the subcontractors maintain the required coverage, shall not relieve the Contractor of any contractual responsibility, obligation or liability.

The City reserves the right to increase insurance coverage as determined for higher risk contracts.

The acceptance by the City of any Certificate of Insurance does not constitute approval or agreement by the City that the insurance requirements have been satisfied or that the insurance policy shown on the Certificate of Insurance is in compliance with this Contract and does not waive the insurance required by this Contract.

Should at any time the Contractor or subcontractors not maintain the insurance coverages required herein, the City may terminate the Contract or at its sole discretion shall be authorized to purchase such coverages and charge the Contractor for such coverages purchased. The City shall be under no obligation to purchase such insurance, nor shall it be responsible for the coverages purchased or the insurance company or companies used. The decision of the City to purchase such insurance coverages shall in no way be construed to be a waiver of any of its rights under the Contract.

| ***Standard Insurance Requirements*** | | | |
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| | **Insurance** | **Standards** | **Additional Requirements** |
| ☒ | Workers' Compensation<br>The Contractor shall maintain coverage for its employees with statutory workers' compensation limits, and no less than the limits indicated in the Schedule of Limits for Employers' Liability. Said coverage shall include a waiver of subrogation in favor of the City. **The City will not accept elective exemptions**. Any contractor using an employee leasing company shall complete the Leased Employee Affidavit (Exhibit A). | Contract Amount — Limits<br>Up to $10 million — Statutory/$500,000<br>$10 - $20 million — Statutory/$1,000,000<br><br>Contracts over $20 million To Be Determined by the City. | ☐If Contract requires work on or about navigable waters, Longshoreman's and Harbor Workers' Coverage required.<br>☐If vessels involved, Jones Act coverage with limits of $500,000 required. |
| ☒ | Comprehensive General Liability (including Completed Operations and Contractual Liability | Limits: Combined Single Limit Bodily Injury and Property damage<br>$1,000,000 occurrence<br>$1,000,000 aggregate | ☐When work is on or under Railroad rights of way or properties, the Contractor shall take out and maintain during the life of the Contract, Railroad protective liability and property damage insurance in amounts as requested by the Railroad. |

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| ☒ | Comprehensive Business, Automobile Liability to include all owned, hired and non-owned automobiles. | Limits: Auto Liability Body Injury and Property Damage: $1,000,000 each occurrence $1,000,000 aggregate | |
| ***Additional Insurance Requirements*** | | | |
| ☐ | Property Insurance Builders Risk.<br><br>Additional Coverage: | Limits: Buildings - Completed value of Contract.<br><br>"All Risk" coverage on latest ISO for or its equivalent. Permission granted to occupy. Owner named as insured AIMA | If Agreement requires handling or installation of Owner's equipment, coverage should be furnished on "All Risk" form, including transit and Owner shall be named. |
| ☐ | Professional Liability | Limits: Coverage - $1,000,000 | |
| ☐ | Installation Floater (IT) | Limits: Coverage - $ To be determined. | |
| ☐ | Contractor Pollution Liability | Limits: Coverage - $1,000,000 | |
| ☐ | Errors and Omissions | Limits: Coverage - $1,000,000 | |
| ☐ | Umbrella Policy | Limits: Coverage – $ To be determined. | |
| ☒ | Payment and Performance Bond Required | Limits: Coverage - Equal to amount of Contract. | |
| ☐ | **City Manager waives Payment and Performance Bond for work under $200,000.00.** | | |
| ☐ | **Unless otherwise required by law, City Manager waives Insurance for FOB goods under $25,000.00.** | | |

13. *A Contract for the purchase* of supplies shall be governed by the City of Port Orange Code of Ordinances, as amended, and such supplies shall be deemed "goods," as defined therein.

14. *Assignability of Contract*. Neither this contract, nor any part hereof, may be assigned by the Contractor to any other party without the express written approval of the City Council.

15. *Modifications or Changes to this Contract*

(a) Change Orders. The Department Head, with the concurrence of the City's signatory as required by the City's Purchasing Policy, shall without notice to any sureties, have the authority to order changes in this Contract which affect the cost or time of performance. Such changes shall be ordered in writing specifically designated to be a change order. Such orders shall be limited to reasonable changes in the services to be performed or the time of the performance. The City will not be held liable for any changes which have not been properly authorized and approved in accordance with this Contract.

(b) If any change under this clause causes an increase or decrease in Contractor's cost of, or time required for the performance of the work hereunder, Contractor shall receive an equitable adjustment in accordance with subparagraph (d), which shall include all compensation to the Contractor, or the City, of any kind in connection with such change, including all costs and damages related to or incidental to such change.

(c) Contractor need not perform any work described in any change order unless it has received a certification from the City that there are funds budgeted and appropriated sufficient to cover the cost of such changes.

(d) No claim for changes ordered hereunder shall be considered if made after final payment in accordance with the Contract.

16. *Sovereign Immunity*. The City expressly retains all rights, benefits and immunities of sovereign immunity in accordance with Section 768.28, Florida Statutes. Notwithstanding anything set forth in any section of this Contract to the contrary, nothing in this Contract shall be deemed as a waiver of immunity or limits of liability of the City beyond

any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature or may be adopted by the Florida Legislature and the cap on the amount and liability of the City for damages regardless of the number or nature of claims in tort or equity shall not exceed the dollar amount set by the legislature for tort. Nothing in this Contract shall inure to the benefit of any third party for the purpose of allowing any claim against the City which would otherwise be barred under the Doctrine of Sovereign Immunity or operation of law.

17. *Warranties*. Contractor warrants that (1) the supplies to be provided to the City pursuant to this Contract are fit and sufficient for the purpose intended; (2) the supplies are merchantable, of good quality, and free from defects, whether patent or latent, in material or workmanship, and (3) the supplies sold to the City pursuant to this Contract conform to the standards required by this Contract.

Contractor further warrants that Contractor has title to the supplies provided, and that the supplies are free and clear of all liens encumbrances, and security interests. All warranties made in this Contract, together with service warranties and guarantees, shall run to the City and its successors and assigns.

18. *Additional Warranties*. Contractor further expressly warrants that materials and workmanship are warranted from defect for a one-year period. This is a minimum acceptable warranty.

19. *Additional Bond Security*. If any surety bond furnished in connection with this Contract becomes unacceptable to the City, Contractor shall promptly furnish such additional security as may be required from time to time to protect the interests of the City and a person supplying labor and materials in the prosecution of work contemplated by this Contract. Contractor expressly acknowledges that if the work to be performed hereunder is a public work, a Payment and Performance Bond, in accordance with Florida Statutes Section 255.05, in a form acceptable to the City, shall be provided and recorded with the Clerk of Volusia County at Contractors expense.

20. *Inspection*

(a) All supplies (which term throughout this clause includes without limitation raw materials, components, intermediate assemblies, and their products) shall be subject to inspection and test by the City, to the extent practicable at all times and places including the place of manufacturer, and in any event prior to acceptance.

(b) In the event any supplies or lots of supplies are defective in material or workmanship, or otherwise not in conformity with the requirements of this Contract, the City shall have the right either to reject them (with or without instructions as to their disposition) or to require their correction. Supplies or lots of supplies which have been rejected or required to be corrected shall be removed or, if permitted or required by the Finance Director, corrected in place by and at the expense of Contractor promptly after notice, and shall not thereafter be tendered for acceptance unless the former rejection or requirement of correction is disclosed. If Contractor fails promptly to remove such supplies or lots of supplies which are required to be removed or promptly to replace or correct such supplies or lots of supplies, the City may either (i) by contract or otherwise replace or correct such supplies and charge Contractor the cost for such replacement or correction; or (ii) may terminate this Contract for default as provided in the clause of this Contract entitled "Termination for Default." Unless Contractor corrects or replaces such supplies within the delivery schedule, the Finance Director may require the delivery of such supplies at a reduction in price, which is equitable under the circumstances. Acceptance or rejection of the supplies shall be made as promptly as practicable after delivery, except as otherwise provided in this Contract. Failure to inspect and accept or reject supplies shall neither relieve Contractor from responsibility for such supplies as are not in accordance with the Contract requirements nor impose liability on the City therefor.

(c) The inspection and test by the City of any supplies or lots thereof does not relieve Contractor from any responsibility regarding defects or other failures to meet the Contract requirements, which may be discovered prior to acceptance. Except as otherwise provided in this Contract, acceptance shall be conclusive except as regards latent defects, fraud, or such gross mistakes as amount to fraud.

21. *Liability for Loss or Damage*.

(a) Contractor shall be liable for any loss of, or damage to, City property caused by the negligence, recklessness, or intended wrongful misconduct of Contractor, his/its agents, servants and employees and shall indemnify and save the City harmless against all actions, proceedings, claims, demands, costs, damages and expenses, including attorney's fees, by reason of any suit or action brought for any actual or alleged injury to or death of any person or damage to property other than City property, resulting from the performance of the Contract by Contractor, his/its agents, servants and employees. Contractor shall submit a full written report to the Finance Director within twenty-four (24) hours following the occurrence of such damage, loss or injury.

(b) To the fullest extent permitted by law, in addition to the express duty to indemnify City when there is any causal connection between Contractor's work and any injury, loss, damage, death or property damage, Contractor expressly undertakes a duty to defend City as a separate duty, independent of and broader than the duty to indemnify. The duty to defend agreed to by Contractor hereby expressly include all costs of litigation, attorney's fees, settlement costs and reasonable expenses in connection with the litigation, whether or not the claims made for loss, injury, damage or property damage are valid or groundless and regardless of whether the defense of City is maintained by the City or assumed by Contractor as long as the claims made could be causally connected to Contractor as reasonable determined by City.

22. *Non-discrimination*. During the performance of this Contract, Contractor agrees as follows:

(a) Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, disability, marital status, age or national origin, except where such is a bona-fide occupational qualification reasonably necessary to the normal operation of Contractor. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause. Contractor agrees and fully supports and complies with the Americans with Disabilities Act of 1990.

(b) Contractor shall state in all solicitations or advertisements for employees placed by or on behalf of Contractor that Contractor is an equal opportunity employer.

(c) Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient compliance with this provision. Contractor shall include the provisions of the foregoing subparagraphs (a), (b), and (c) in every subcontract or purchase order of over $10,000 so that the provisions will be binding upon each subcontractor or vendor.

23. *E-Verify*. Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Contractor during the term of this Contract and shall expressly require any sub-contractors performing services pursuant to this Contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the sub-contractor during the term of this Contract.

24. *Disputes*. The City Manager, who shall reduce his decision to writing and mail or otherwise furnish a copy thereof to Contractor, shall decide disputes with respect to this Agreement. The decision by the City Manager shall be final and binding unless, within five (5) business days from the date of delivery of the decision of the City Manager, appeal is made to the City Council in writing and delivered to the City Clerk, Robin L. Fenwick, MMC. The decision of the City Council shall be final and binding unless set aside by a court of competent jurisdiction as fraudulent, capricious, arbitrary, or so grossly erroneous as necessary to imply bad faith, or not to be supported by any evidence.

25. *Force Majeure*. Neither party shall be liable for any delay in performance or failure to perform any obligation hereunder if, and to the extent that, such failure or delay is caused by an event of Force Majeure. Force Majeure

shall mean any act, event or condition that is beyond the party's reasonable control, that materially and adversely affects the party's ability to perform its obligations hereunder, and that is not the result of the party's willful neglect, error, omission or failure to exercise reasonable due diligence.

26. *Controlling Law*. **THIS AGREEMENT CONTAINS IMPORTANT MATTERS AFFECTING LEGAL RIGHTS AND IS ACCEPTED AND ENTERED INTO IN FLORIDA AND ANY QUESTION REGARDING ITS VALIDITY, CONSTRUCTION, ENFORCEMENT, OR PERFORMANCE SHALL BE GOVERNED BY FLORIDA LAW. ANY LEGAL PROCEEDING ARISING FROM OR IN ANY WAY REGARDING THE AGREEMENT SHALL HAVE ITS VENUE LOCATED EXCLUSIVELY IN THE CIRCUIT COURT OF VOLUSIA COUNTY, FLORIDA, AND THE PARTIES HEREBY EXPRESSLY CONSENT AND SUBMIT THEMSELVES TO THE PERSONAL JURISDICTION AND VENUE OF THE COURT.**

27. *Compliance with Other Federal Standards.* In addition to other provisions required by the Federal agency or the City, the Contractor shall comply with 2 C.F.R. 200.318 through 200.327, and appendix II to Part 200 Title 2 thereof, and the contract provisions as required therein, all of which are attached hereto as **Composite Exhibit "3"** and made a part hereof by this reference. Contractor hereby acknowledges the receipt and that they have read and understood Composite Exhibit "3."

**Contractor Initials _____.**

28. *Additional Provisions*. This Contract includes all additional provisions as may have been outlined in written quotes and purchase orders and any attachments or exhibits to this Contract whether delivered herewith or subsequently approved as a part hereof, such as drawings or technical specifications prepared in the performance of this work. In the event of a conflict between any attachments or exhibits to this Contract, and this Contract, the language of this Contract shall control.

29. *Integration*. This Contract and the documents incorporated herein by reference shall constitute the whole agreement between the parties. There are no promises, terms, conditions, or obligations other than those contained herein, and this Contract shall supersede all previous communications, representations, or agreements, written or verbal, between the parties hereto.

30. *Notice*. For purposes of this agreement, notices shall be sent as follows:

City:
City of Port Orange
Attention: City Manager
1000 City Center Circle
Port Orange, Florida 32129
(386) 506-5501

Copy to:
City of Port Orange
Attention: Tim Burman, Community Development Director
1000 City Center Circle
Port Orange, Florida 32129
(386) 506-5674

Contractor:
DSR Construction, Inc.
Attention: Daniel Scott Rogers, President
103 Bill Circle
Port Orange, Florida 32128
(386) 428-6288 - Telephone
debra@dsrconstruction.com - E-Mail

Any notice or other communication given under the Contract will be in writing and delivered by hand, sent by facsimile (provided acknowledgement of receipt thereof is delivered to the sender), sent by certified, registered mail, or sent by any nationally recognized overnight courier service to the addresses provided herein. The parties may, from time to time and at any time, change their respective addresses and each will have the right to specify as its address any other address by at least 10 days written notice to the other party.

31. *Contract Construction*

This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same instrument. The delivery by facsimile or e-mail of an executed copy of this Agreement shall be deemed valid as if an original signature was delivered. No contract shall be formed between Contractor and the City until the City signs this Agreement.

32. *Authority to Sign*. Each person signing this Agreement warrants that he or she is duly authorized to do so and to bind the respective party to the Agreement.

***[Remainder of this page intentionally left blank]***

Witnesses:

**DSR CONSTRUCTION, INC.**

_____

Printed Name:_____

By:_____

Daniel Scott Rogers, President

*If this Contract is signed by an individual not identified as an Officer of the Entity in the records of the Florida Department of State, Division of Corporations, please provide written authorization for that individual to enter into contracts on behalf of the Entity.*

_____

Printed Name:_____

Date:_____

***Please note that at this time the City does not accept electronic/digital signatures. A wet signature is required for this document.***

**CITY OF PORT ORANGE**

By:_____
Scott Stiltner, Mayor

Date:_____

**ATTEST:**

By:_____
Robin L. Fenwick, MMC, City Clerk

Date:_____

# EXHIBIT "1"

## Contractor Schedule of Unit Pricing, Section 3 - Scope of Services, Addendum No. 1, and Addendum No. 2

Consisting of 8 Pages

(ATTACHMENT 1) SCHEDULE OF UNIT PRICING
CITY OF PORT ORANGE
ITB #26-01
DEMOLITION CONTRACTOR SERVICES FOR FEDERALLY FUNDED PROJECTS

Completed (Attachment 1) Schedule of Unit Pricing MUST be included with Bid Submission

Instruction to save Attachment from DemandStar website:
Perform "File Save As" and save spreadsheet to your computer. Fill in pricing in highlighted cells, preferably electronically.

**Bidders are required to complete all fields shaded in green. All other fields will be automatically calculated.**

**(ATTACHMENT 1) SCHEDULE OF UNIT PRICING MUST BE SIGNED**

| | |
|---|---|
| NAME OF BUSINESS: | DSR Construction, Inc. |
| CONTACT PERSON: | Daniel Rogers |
| EMAIL ADDRESS: | dsrconinc@gmail.com |
| AUTHORIZED SIGNATURE: | Daniel L. Rogers |

ALL UNIT PRICING MUST BE IN ACCORDANCE WITH SPECIFICATIONS

| ITEM # | ITEM DESCRIPTION | QTY | UNIT of MEASURE | UNIT PRICE | EXTENDED PRICE |
|---|---|---|---|---|---|
| 1 2,000 | DEMOLISH WOOD FRAME STRUCTURE - AS OUTLINED IN THE SCOPE OF WORK IN THE ITB | 1 | SQUARE FOOT | $ 2.94 - | $ 5,880 - |
| 2 2,000 | DEMOLISH CONCRETE BLOCK STRUCTURE - AS OUTLINED IN THE SCOPE OF WORK IN THE ITB | 1 | SQUARE FOOT | $ 2.94 - | $ 5,880 - |
| 3 | ASBESTOS SURVEY | 1 | LUMP SUM | | $ 1,770 - |
| 4 | ASBESTOS ABATEMENT | 1 | SQUARE FOOT | $ 7.00 - | $ - |
| 5 600 | INSTALLATION OF SILT FENCE | 1 | LINEAR FOOT | $ 1.90 - | $ 1,140 - |
| 6 100 | CONCRETE AND/OR ASPHALT FLATWORK (SLABS, FOOTERS, FOUNDATIONS, DRIVEWAY, WALKWAYS, ETC.) | 1 | CUBIC YARD | $ 8.50 - | $ 850 - |
| 7 | DEMOLISH ADDITIONAL STRUCTURES (SHEDS, DETACHED GARAGES, OUTBUILDINGS, OUTSIDE FIRE P | 1 | SQUARE FOOT | $ 2.64 - | $ - |
| 8 | SEPTIC TANK AND APPURTENANCES REMOVAL | 1 | LUMP SUM | | $ 1,180 - |
| 9 | SWIMMING POOL REMOVAL | 1 | LUMP SUM | | 3,200 |
| 10 | WELLS ON SITE - GROUTED (UNUSABLE) | 1 | LUMP SUM | | $ 1,500 - |
| 11 2 TN | LOADING, TRANSPORTING, AND DISPOSING OF DEMOLITION DEBRIS AT AN APPROVED LANDFILL (TONNAGE BASED ON INDIVIDUAL WEIGHT TICKETS FROM DISPOSAL SITE) | 1 | TON | $ 88 - | $ 176 - |
| | | 1 | CUBIC YARD | $ - | $ - |
| 12 5,000 | RESTORATION OF NATURAL GROUND AFTER REMOVAL OF ALL DEBRIS, APPURTENANCES, AND FOUNDATION. RESTORATION SHALL INCLUDE GRADE, FURNISH AND INSTALL RYE AND BAHIA SEED OR ANY SEASONAL MIX | 1 | SQUARE FOOT | $ .13 - | $ 650 - |
| 13 | FILL | 1 | CUBIC YARD | $ 22 - | $ 22 - |
| 14 | RAILROAD-TIE BRIDGE REMOVAL (SEE EXAMPLE IMAGE NEXT PAGE) | 1 | LUMP SUM | | $ 4,200 - |
| | | | | TOTAL | |

** SEE BELOW**

** NOTE:

The evaluation of submittal packages shall include all prices stated in the BID FORM above. However, to evaluate the prices bid for items without an estimated quantity the City will utilize evaluation scenarios stated below. These evalution scenarios shall be added to the total prices bid. Purchasing will input the prices bid by each Bidder to determine the total price for each scenario. The evaluation scenarios to be used for evaluation purposes only are:

(1) SCENARIO #1

Demolish Wood Frame structure - 2,000 sq ft
Removal of all concrete flatwork - 100 cu yd
Silt fence installation - 600 LF
Loading, Transporting and Disposing - 2 Tons
Restore to natural grade with and seed (Rye/Bahia or seasonal mix) - 5,000 sq ft

(2) SCENARIO #2

Demolish Concrete Block structure - 2,000 sq ft
Removal of all concrete flatwork - 100 cu yd
Silt fence installation - 600 LF
Loading, Transporting and Disposing - 2 Tons
Restore to natural grade and seed (Rye/Bahia or seasonal mix) - 5,000 sq ft

| SCENARIOS | TOTAL COST |
|---|---|
| 1 - WOOD FRAME STRUCTURE | $ 8,696 - |
| 2 - CONCRETE BLOCK STRUCTURE | $ 8,696 - |







**REJECTION OF BIDS**
The City reserves the right to reject any and/or all bids when such rejection is in the best interest of the City.

**BIDS MAY BE REJECTED AND/OR BIDDER(S) DISQUALIFIED FOR THE FOLLOWING REASONS:**
(a) Failure to update the information on file including address, product, service or business descriptions.
(b) Failure to perform according to contract provisions.
(c) Conviction in a court of law of any criminal offense in connection with the conducting of business.
(d) Evidence of a violation of any federal or state antitrust law based on the submission of bids or proposals, or the awarding of contracts.
(e) Evidence that the Bidder has attempted to give a City employee a gratuity of any kind for the purpose of influencing a recommendation or decision in connection with any part of the City's purchasing activity.
(f) Other reasons deemed appropriate by the City.

**OWNERSHIP OF DOCUMENTS**
All documents resulting from this solicitation will become the sole property of the City of Port Orange. The Bidder must meet all requirements for retaining public records and transfer, at no cost, to the City all public records in the possession of the Bidder upon termination of this Agreement 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 in a format that is compatible with the information technology systems of the City.

**AMERICANS WITH DISABILITIES ACT (ADA)**
If you need special services provided under the Americans with Disabilities Act, contact the ADA Coordinator in our Human Resources office at 386-506-5560 at least 48 hours before the scheduled event.

**REQUIRED DOCUMENTS FOR AWARDED BIDDER**
The awarded Bidder shall return all the required post-award documents within 10 days after the issuance of the Notice of Intent to Award in order to execute the contract.

## SECTION 3 – SCOPE OF WORK

**SCOPE OF WORK:**

The City is soliciting demolition contractors to demolish various properties undergoing mitigation due to flooding. These mitigation projects may utilize federal, state and local funding. Federal funding typically comes from U.S Housing and Urban Development (HUD) Community Development Block Grant (CDBG) Entitlement and/or Disaster Recovery (DR) and the Department of Homeland Security (DHS) Federal Emergency Management Agency (FEMA). When federal funds are utilized all applicable federal rules and regulations must be followed, more particularly described in the Attachment No. 2 Scope of Work and Attachment No. 3 FEMA Compliance Regulations and Attachment No. 4 2CFR200 and Appendix II to 2CF200- Federal Procurement Regulations found on the City's webpage at www.port-orange.org/bids.aspx and DemandStar via their website at www.demandstar.com.

Expedited demolition services upon receipt of the contract award are expected by the City. Some grants have short timelines and require demolition to be completed in early July 2026. City demolition permits will be expedited, and demolition permit fees will be waived. Refer to Attachment 2 for a detailed scope of work.

CITY OF PORT ORANGE
PURCHASING DIVISION
1000 CITY CENTER CIRCLE
PORT ORANGE, FLORIDA 32129
TELEPHONE 386-506-5717
purchdiv@port-orange.org

# ADDENDUM # 1
## APRIL 23, 2026

## ITB #26-01 DEMOLITION SERVICES FOR FEDERALLY FUNDED PROJECTS

---

**To All Bidders:**

The following changes, clarifications and additions are hereby made part of the bidding and specifications for the above referenced project and prepared by the City of Port Orange Purchasing Division as fully and completely as if the same were fully set forth therein. It is the sole responsibility of bidder to confirm that all addenda have been received prior to submitting bid and acknowledge such in the bid documents.

**A. CHANGES TO ITB DOCUMENT:**

None

**B. REVISIONS:**

**Attachment No. 2 Scope of Work has been revised and uploaded on DemandStar and the City's website. The Document is titled "REVISED Attachment No. 2 Scope of Work".**

**C. CLARIFICATIONS:**

None

**D. QUESTIONS AND ANSWERS:**

None

**In all other respects, except as specifically stated herein, the subject ITB #26-01 DEMOLITION SERVICES FOR FEDERALLY FUNDED PROJECTS remains the same.**

**END OF ADDENDUM #1**

Rita Cooper
Buyer
rcooper@port-orange.org

CITY OF PORT ORANGE
PURCHASING DIVISION
1000 CITY CENTER CIRCLE
PORT ORANGE, FLORIDA 32129
TELEPHONE 386-506-5717
purchdiv@port-orange.org

# ADDENDUM # 2
## MAY 8, 2026

## ITB #26-01 DEMOLITION SERVICES FOR FEDERALLY FUNDED PROJECTS

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**To All Bidders:**

The following changes, clarifications and additions are hereby made part of the bidding and specifications for the above referenced project and prepared by the City of Port Orange Purchasing Division as fully and completely as if the same were fully set forth therein. It is the sole responsibility of bidder to confirm that all addenda have been received prior to submitting bid and acknowledge such in the bid documents.

**A. CHANGES TO ITB DOCUMENT:**

None

**B. REVISIONS:**

**Please REFER to the REVISED ATTACHMENT 1 SCHEDULE OF UNIT PRICING.**

**C. CLARIFICATIONS:**

The fence and shed at 5899 Trailwood Drive are to be removed.
The fence and shed at 798 Sugar House Drive are to be removed.
The white vinyl fence at 893 Sugar House Drive is to remain in place.
The decorative wall with embedded wine bottles at 893 Sugar House Drive is to be removed.
Existing trees 6” in diameter or greater are to be protected.
Concrete driveways and aprons are to be removed to the edge of curb at 798 and 893 Sugar House Drive.
Asphalt driveways in their entirety are to be removed at 5899 Trailwood Drive.
Canal walls are to be protected at 5899 Trailwood Drive.
5899 Trailwood Drive bridge embankment is to be knocked down and regraded so as not to exceed 4:1 slope.

**D. QUESTIONS AND ANSWERS:**

**Question #1**

Can you confirm the maximum safe vehicular weight of the bridge to be removed, including documentation?

**Answer #1**

- Total Weight: 40,000 pounds (20 tons) or 18 metric tonnes.
- Axle Distribution:
  - Front Axle: 8,000 lbs (4 tons / 3.6 tonnes).
  - Rear Axle: 32,000 lbs (16 tons / 14.4 tonnes).
- Axle Spacing: Fixed at 14 feet (approx. 4.27 meters).
- Wheel Spacing: 6 feet center-to-center between wheels on the same axle

**Question #2**

We would like to request clarification on the requirements and process for obtaining the necessary Business Tax Receipts and contractor registrations for an out-of-state company. Specifically, we would appreciate guidance on the following:

- Whether registration as a foreign entity with the State of Florida (Sunbiz) is required prior to applying for a Business Tax Receipt
- Whether both Volusia County and City of Port Orange Business Tax Receipts are required
- The general application process and required documentation for each
- Whether this process can be initiated prior to contract award. We are seeking to ensure full compliance with all applicable local, county, and state requirements.

**Answer #2**

A City of Port Orange business tax receipt is only required if you have a home-based or commercial business location within Port Orange jurisdiction. This can be applied for online, through our portal, the link can be found below if needed. After you sign in, click on 'My Portal' and then 'Apply Online' where you can start filling out the application through our online system.
SmartGov Portal Link: https://ci-portorange-fl.smartgovcommunity.com/Public/Home

- To register as a contractor in our system, we require a copy of the current Certificate of Insurance, Worker's Compensation (or exemption), and the Business Tax Receipt for the business's primary jurisdiction.
- Sunbiz registration is typically required prior to business tax receipt approval, unless there is no DBA and business name is only the legal first and last name of the business owner.
- Volusia County no longer requires a separate business tax receipt, as of 2024.
- The business tax receipt application is available through our online portal, and we have our old paper applications available as well. For the documents, we require either the fictitious name registration, LLC, or articles of incorporation. If a state license is required for the business (contractor's are licensed through DBPR) we required a copy of the state license as well. If it is a commercial location, we require a floor plan showing where the exits are. If it is home-based we require proof of residency.

**Question #3**

If the house is on city sewer and water will the city be doing the disconnects or will the contractor?

**Answer #3**

The contractor will need to coordinate with Public Utilities. Public Utilities will turn off the water and remove the meter, but the contractor will need to remove the water and sewer laterals up to the point of connection to the city's system.

**Question #4**
Inside of the schedule of unit pricing, item #11. Is this to be applied to the total amount of debris (including trucking) leaving the jobsite?

**Answer #4**
This is only for restoration of the ground and does not include the price to remove or haul away the debris.

**Question #5**
Will you be requiring turbidity barrier during the removal of the bridge?

**Answer #5**
Yes

**Question #6**
Do you want the bridge pilings removed in their entirety?

**Answer #6**
Yes

**Question #7**
We would like to request clarification on the requirements and process for obtaining the necessary Business Tax Receipts and contractor registrations for an out-of-state company. Specifically, we would appreciate guidance on the following:

**Answer #7**

**Please note : A city of Port Orange business tax receipt is only required if you have a home-based or commercial business location within Port Orange jurisdiction. If you do not have a home-based or commercial business location within Port Orange none of the answers below apply.**

- Whether registration as a foreign entity with the State of Florida (Sunbiz) is required prior to applying for a Business Tax Receipt
  Answer: Sunbiz registration is typically required prior to business tax receipt approval, unless there is no DBA and business name is only the legal first and last name of the business owner.

- Whether both Volusia County and City of Port Orange Business Tax Receipts are required
  Answer: Volusia County no longer requires a separate business tax receipt, as of 2024.

- The general application process and required documentation for each
  Answer: Business Tax application process - This can be applied for online, through our portal, the link can be found below if needed. After you sign in, click on 'My Portal' and then 'Apply Online' where you can start filling out the application through our online system.
  SmartGov Portal Link: https://ci-portorange-fl.smartgovcommunity.com/Public/Home

  To register as a contractor in our system, we require a copy of the current Certificate of Insurance, Worker's Compensation (or exemption), and the Business Tax Receipt for the business's primary jurisdiction.

  The business tax receipt application is available through our online portal, and we have our old paper applications available as well. For the documents, we require either the fictitious name registration, LLC, or articles of incorporation. If a state license is required for the business (contractor's are licensed through DBPR) we required a copy of the state license as well. If it is a commercial location, we require a floor plan showing where the exits are. If it is home-based we require proof of residency.

- Whether this process can be initiated prior to contract award
  Answer – the process can be initiated prior to contract award

**Question #8**
Could you also clarify if out-of-state bidders may submit their current home-state Business Tax Receipt with the bid package?
**Answer #8**
Answer – Yes, out-of-state bidders may submit their current home-state Business Tax Receipt with the bid package

**Question #9**
I also just wanted to express some concern over the 2 scenarios provided if they are going to be used to evaluate bids. The concerning part is that they list 600 C.Y. of concrete flatwork. Every house that we walked during the walkthrough would be lucky to have 120 C.Y. of concrete debris a piece. This discrepancy has the ability to throw bids, that might otherwise be cheaper, out if they are higher on concrete removal. I would recommend that a more accurate amount of concrete debris be assumed to insure accurate bids.
**Answer #9**
Please refer to the Revised Attachment 1 Schedule of Unit Pricing

**Question #10**
Is this contract just for the demolition of the 3 properties that were visited on 4/27/26
**Answer #10**
This contract is for any demolition project that utilizes federal funding in the next 5 years.

**Question #11**
Seen no bid bond required is that true
**Answer #11**
A bid bond is required as stated in the Legal Notice to Bidders and in Section 6 of the ITB.

**Question #12**

Is there a budget for the demolition of the 3 homes or for them individually

**Answer #12**

The City has an established budget, but to ensure fair and competitive process, the City encourages bidders to provide their best value without aiming for a specific, pre-determined number.

**In all other respects, except as specifically stated herein, the subject ITB #26-01 DEMOLITION SERVICES FOR FEDERALLY FUNDED PROJECTS remains the same.**

**END OF ADDENDUM #2**

Rita Cooper
Buyer
rcooper@port-orange.org

# EXHIBIT "2"

## Payment and Performance Bond

Consisting of 4 Pages

**FRONT PAGE FOR BOND REQUIRED BY SECTION 255.05, F.S.**

# PAYMENT AND PERFORMANCE BOND

(Public Works)

Notice and Time Limitations Must Be In Accordance
With Section 255.05(2), (8) and (10), Florida Statutes

**BOND NO.** _____

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**PRINCIPAL**:
Developer or Contractor: _____
Principal Business Address: _____
_____
Contact Person: _____
Phone Number: _____

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**SURETY**: _____
Address: _____
_____
Contact Person: _____
Phone Number: _____

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**OWNER**: City of Port Orange, Florida, a chartered municipal corporation
1000 City Center Circle
Port Orange, Florida 32129-4144
Contact Person: City Manager
Phone Number: (386) 506-5501

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**Amount**: _____ **City Project Number:** _____

**Description of Work**: _____

**Project Location**: _____

**Legal Description**: _____

Front Page

All other pages are subsequent to this page regardless of any numbers that may be printed thereon.

Placeholder for Legal Description

_____

_____

Bond No._____

# COMBINATION PAYMENT AND PERFORMANCE BOND
# FOR
# PUBLIC CONSTRUCTION

*per Section 255.05, Florida Statutes*
Guaranty for Construction of Public Improvements

BY THIS BOND, We, **_____,** as Principal, and **_____**, a corporation, as Surety, are bound to **CITY OF PORT ORANGE, FLORIDA**, a Florida municipal corporation, herein called "Owner" or sometimes referred to as "City," in the sum of **_____ AND __/100 DOLLARS** (**$_____**), 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 terms of that certain _____ having an effective date of _____, 20__, entered into by and between the Principal and the City, for _____, hereinafter referred to as 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 (the "Work"); and

3. Pays Owner all losses, damages, delay damages (including contractually authorized liquidated damages), expenses, costs, and attorney's fees, including appellate proceedings, that Owner sustains because of a breach or material breach by Principal under the Contract documents; 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.

**Notice of Nonpayment and Time Limitations**

Any action instituted by a claimant under this bond for payment must be in accordance with the notice and time limitation provisions in Sections 255.05(2), (8) and (10), 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.

IN WITNESS WHEREOF, this performance and payment bond is executed and shall be deemed an original, this _____, day of _____, 20__.

Attest:

_____
(Principal)

_____
(As to Corporate Principal) Secretary

By:_____
Curtis Long, Vice President

_____
(Witness to Principal)

*(Corporate Seal)*

_____
(Surety)

_____
(Witness to Surety)

By:_____
Name:_____
(Attorney-in-Fact)

*(Corporate Seal)*

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*NOTE:* ***Date of BOND must not be prior to date of Contract.*** *If Developer/Principal is Partnership, all partners should execute BOND. All BONDS signed by an agent must be accompanied by a certified copy of the authority to act.*

*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.

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# EXHIBIT "3"

## ITB 26-01 Federal Regulations and Contract Provisions

Consisting of 33 Pages

This content is from the eCFR and is authoritative but unofficial.

# Title 2 —Federal Financial Assistance
## Subtitle A —Office of Management and Budget Guidance for Federal Financial Assistance
## Chapter II —Office of Management and Budget Guidance
## Part 200 —Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
## Subpart D —Post Federal Award Requirements

**Authority:** 31 U.S.C. 503; 31 U.S.C. 6101-6106; 31 U.S.C. 6307; 31 U.S.C. 7501-7507.
**Source:** 89 FR 30136, Apr. 22, 2024, unless otherwise noted.

Procurement Standards

**§ 200.317** Procurements by States and Indian Tribes.
**§ 200.318** General procurement standards.
**§ 200.319** Competition.
**§ 200.320** Procurement methods.
**§ 200.321** Contracting with small businesses, minority businesses, women's business enterprises, veteran-owned businesses, and labor surplus area firms.
**§ 200.322** Domestic preferences for procurements.
**§ 200.323** Procurement of recovered materials.
**§ 200.324** Contract cost and price.
**§ 200.325** Federal agency or pass-through entity review.
**§ 200.326** Bonding requirements.
**§ 200.327** Contract provisions.

PROCUREMENT STANDARDS

## § 200.317 Procurements by States and Indian Tribes.

When conducting procurement transactions under a Federal award, a State or Indian Tribe must follow the same policies and procedures it uses for procurements with non-Federal funds. If such policies and procedures do not exist, States and Indian Tribes must follow the procurement standards in §§ 200.318 through 200.327. In addition to its own policies and procedures, a State or Indian Tribe must also comply with the following procurement standards: §§ 200.321, 200.322, 200.323, and 200.327. All other recipients and subrecipients, including subrecipients of a State or Indian Tribe, must follow the procurement standards in §§ 200.318 through 200.327.

## § 200.318 General procurement standards.

(a) ***Documented procurement procedures.*** The recipient or subrecipient must maintain and use documented procedures for procurement transactions under a Federal award or subaward, including for acquisition of property or services. These documented procurement procedures must be consistent with State, local, and tribal laws and regulations and the standards identified in §§ 200.317 through 200.327.

(b) ***Oversight of contractors.*** Recipients and subrecipients must maintain oversight to ensure that contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders. See also § 200.501(h).

(c) ***Conflicts of interest.***

(1) The recipient or subrecipient must maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award, and administration of contracts. No employee, officer, agent, or board member with a real or apparent conflict of interest may participate in the selection, award, or administration of a contract supported by the Federal award. A conflict of interest includes when the employee, officer, agent, or board member, any member of their immediate family, their partner, or an organization that employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from an entity considered for a contract. An employee, officer, agent, and board member of the recipient or subrecipient may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors. However, the recipient or subrecipient may set standards for situations where the financial interest is not substantial or a gift is an unsolicited item of nominal value. The recipient's or subrecipient's standards of conduct must also provide for disciplinary actions to be applied for violations by its employees, officers, agents, or board members.

(2) If the recipient or subrecipient has a parent, affiliate, or subsidiary organization that is not a State, local government, or Indian Tribe, the recipient or subrecipient must also maintain written standards of conduct covering organizational conflicts of interest. Organizational conflicts of interest mean that because of relationships with a parent company, affiliate, or subsidiary organization, the recipient or subrecipient is unable or appears to be unable to be impartial in conducting a procurement action involving a related organization.

(d) ***Avoidance of unnecessary or duplicative items.*** The recipient's or subrecipient's procedures must avoid the acquisition of unnecessary or duplicative items. Consideration should be given to consolidating or breaking out procurements to obtain a more economical purchase. When appropriate, an analysis should be made between leasing and purchasing property or equipment to determine the most economical approach.

(e) ***Procurement arrangements using strategic sourcing.*** When appropriate for the procurement or use of common or shared goods and services, recipients and subrecipients are encouraged to enter into State and local intergovernmental agreements or inter-entity agreements for procurement transactions. These or similar procurement arrangements using strategic sourcing may foster greater economy and efficiency. Documented procurement actions of this type (using strategic sourcing, shared services, and other similar procurement arrangements) will meet the competition requirements of this part.

(f) ***Use of excess and surplus Federal property.*** The recipient or subrecipient is encouraged to use excess and surplus Federal property instead of purchasing new equipment and property when it is feasible and reduces project costs.

(g) ***Use of value engineering clauses.*** When practical, the recipient or subrecipient is encouraged to use value engineering clauses in contracts for construction projects of sufficient size to offer reasonable opportunities for cost reductions. Value engineering means analyzing each contract item or task to ensure its essential function is provided at the overall lowest cost.

(h) ***Responsible contractors.*** The recipient or subrecipient must award contracts only to responsible contractors that possess the ability to perform successfully under the terms and conditions of a proposed contract. The recipient or subrecipient must consider contractor integrity, public policy

compliance, proper classification of employees (see the Fair Labor Standards Act, 29 U.S.C. 201, chapter 8), past performance record, and financial and technical resources when conducting a procurement transaction. See also § 200.214.

(i) ***Procurement records.*** The recipient or subrecipient must maintain records sufficient to detail the history of each procurement transaction. These records must include the rationale for the procurement method, contract type selection, contractor selection or rejection, and the basis for the contract price.

(j) ***Time-and-materials type contracts.***

(1) The recipient or subrecipient may use a time-and-materials type contract only after a determination that no other contract is suitable and if the contract includes a ceiling price that the contractor exceeds at its own risk. Time-and-materials type contract means a contract whose cost to a recipient or subrecipient is the sum of:

(i) The actual cost of materials; and

(ii) Direct labor hours charged at fixed hourly rates that reflect wages, general and administrative expenses, and profit.

(2) Because this formula generates an open-ended contract price, a time-and-materials contract provides no positive profit incentive to the contractor for cost control or labor efficiency. Therefore, each contract must set a ceiling price that the contractor exceeds at its own risk. Further, the recipient or subrecipient awarding such a contract must assert a high degree of oversight to obtain reasonable assurance that the contractor is using efficient methods and effective cost controls.

(k) ***Settlement of contractual and administrative issues.*** The recipient or subrecipient is responsible for the settlement of all contractual and administrative issues arising out of its procurement transactions. These issues include, but are not limited to, source evaluation, protests, disputes, and claims. These standards do not relieve the recipient or subrecipient of any contractual responsibilities under its contracts. The Federal agency will not substitute its judgment for that of the recipient or subrecipient unless the matter is primarily a Federal concern. The recipient or subrecipient must report violations of law to the Federal, State, or local authority with proper jurisdiction.

(l) ***Examples of labor and employment practices.***

(1) The procurement standards in this subpart do not prohibit recipients or subrecipients from:

(i) Using Project Labor Agreements (PLAs) or similar forms of pre-hire collective bargaining agreements;

(ii) Requiring construction contractors to use hiring preferences or goals for people residing in high-poverty areas, disadvantaged communities as defined by the Justice40 Initiative (see OMB Memorandum M-21-28), or high-unemployment census tracts within a region no smaller than the county where a federally funded construction project is located. The hiring preferences or goals should be consistent with the policies and procedures of the recipient or subrecipient, and must not prohibit interstate hiring;

(iii) Requiring a contractor to use hiring preferences or goals for individuals with barriers to employment (as defined in section 3 of the Workforce Innovation and Opportunity Act (29 U.S.C. 3102(24)), including women and people from underserved communities as defined by Executive Order 14091;

(iv) Using agreements intended to ensure uninterrupted delivery of services; using agreements intended to ensure community benefits; or

(v) Offering employees of a predecessor contractor rights of first refusal under a new contract.

(2) Recipients and subrecipients may use the practices listed in paragraph (1) if consistent with the U.S. Constitution, applicable Federal statutes and regulations, the objectives and purposes of the applicable Federal financial assistance program, and other requirements of this part.

## § 200.319 Competition.

(a) All procurement transactions under the Federal award must be conducted in a manner that provides full and open competition and is consistent with the standards of this section and § 200.320.

(b) To ensure objective contractor performance and eliminate unfair competitive advantage, contractors that develop or draft specifications, requirements, statements of work, or invitations for bids must be excluded from competing on those procurements.

(c) Examples of situations that may restrict competition include, but are not limited to:

(1) Placing unreasonable requirements on firms for them to qualify to do business;

(2) Requiring unnecessary experience and excessive bonding;

(3) Noncompetitive pricing practices between firms or between affiliated companies;

(4) Noncompetitive contracts to consultants that are on retainer contracts;

(5) Organizational conflicts of interest;

(6) Specifying only a “brand name” product instead of allowing “an equal” product to be offered and describing the performance or other relevant requirements of the procurement; and

(7) Any arbitrary action in the procurement process.

(d) The recipient or subrecipient must have written procedures for procurement transactions. These procedures must ensure that all solicitations:

(1) Are made in accordance with § 200.319(b);

(2) Incorporate a clear and accurate description of the technical requirements for the property, equipment, or service being procured. The description may include a statement of the qualitative nature of the property, equipment, or service to be procured. When necessary, the description must provide minimum essential characteristics and standards to which the property, equipment, or service must conform. Detailed product specifications should be avoided if at all possible. When it is impractical or uneconomical to clearly and accurately describe the technical requirements, a “brand name or equivalent” description of features may be used to provide procurement requirements. The specific features of the named brand must be clearly stated; and

(3) Identify any additional requirements which the offerors must fulfill and all other factors that will be used in evaluating bids or proposals.

(e) The recipient or subrecipient must ensure that all prequalified lists of persons, firms, or products used in procurement transactions are current and include enough qualified sources to ensure maximum open competition. When establishing or amending prequalified lists, the recipient or subrecipient must consider objective factors that evaluate price and cost to maximize competition. The recipient or subrecipient must not preclude potential bidders from qualifying during the solicitation period.

(f) To the extent consistent with established practices and legal requirements applicable to the recipient or subrecipient, this subpart does not prohibit recipients or subrecipients from developing written procedures for procurement transactions that incorporate a scoring mechanism that rewards bidders that commit to specific numbers and types of U.S. jobs, minimum compensation, benefits, on-the-job-training for employees making work products or providing services on a contract, and other worker protections. This subpart also does not prohibit recipients and subrecipients from making inquiries of bidders about these subjects and assessing the responses. Any scoring mechanism must be consistent with the U.S. Constitution, applicable Federal statutes and regulations, and the terms and conditions of the Federal award.

(g) Noncompetitive procurements can only be awarded in accordance with § 200.320(c).

## § 200.320 Procurement methods.

There are three types of procurement methods described in this section: informal procurement methods (for micro-purchases and simplified acquisitions); formal procurement methods (through sealed bids or proposals); and noncompetitive procurement methods. For any of these methods, the recipient or subrecipient must maintain and use documented procurement procedures, consistent with the standards of this section and §§ 200.317, 200.318, and 200.319.

(a) ***Informal procurement methods for small purchases.*** These procurement methods expedite the completion of transactions, minimize administrative burdens, and reduce costs. Informal procurement methods may be used when the value of the procurement transaction under the Federal award does not exceed the simplified acquisition threshold as defined in § 200.1. Recipients and subrecipients may also establish a lower threshold. Informal procurement methods include:

(1) ***Micro-purchases*** —

(i) ***Distribution.*** The aggregate amount of the procurement transaction does not exceed the micro-purchase threshold defined in § 200.1. To the extent practicable, the recipient or subrecipient should distribute micro-purchases equitably among qualified suppliers.

(ii) ***Micro-purchase awards.*** Micro-purchases may be awarded without soliciting competitive price or rate quotations if the recipient or subrecipient considers the price reasonable based on research, experience, purchase history, or other information; and maintains documents to support its conclusion. Purchase cards may be used as a method of payment for micro-purchases.

(iii) ***Micro-purchase thresholds.*** The recipient or subrecipient is responsible for determining and documenting an appropriate micro-purchase threshold based on internal controls, an evaluation of risk, and its documented procurement procedures. The micro-purchase threshold used by the recipient or subrecipient must be authorized or not prohibited under State, local, or tribal laws or regulations. The recipient or subrecipient may establish a threshold higher than the Federal threshold established in the Federal Acquisition Regulations (FAR) in accordance with paragraphs (a)(1)(iv) and (v) of this section.

(iv) ***Recipient or subrecipient increase to the micro-purchase threshold up to $50,000.*** The recipient or subrecipient may establish a threshold higher than the micro-purchase threshold identified in the FAR in accordance with the requirements of this section. The recipient or subrecipient may self-certify a threshold up to $50,000 on an annual basis and must maintain documentation to be made available to the Federal agency or pass-through entity and auditors in accordance with § 200.334. The self-certification must include a justification, clear identification of the threshold, and supporting documentation of any of the following:

(A) A qualification as a low-risk auditee, in accordance with the criteria in § 200.520 for the most recent audit;

(B) An annual internal institutional risk assessment to identify, mitigate, and manage financial risks; or,

(C) For public institutions, a higher threshold is consistent with State law.

(v) ***Recipient or subrecipient increase to the micro-purchase threshold over $50,000.*** Micro-purchase thresholds higher than $50,000 must be approved by the cognizant agency for indirect costs. The recipient or subrecipient must submit a request that includes the requirements in paragraph (a)(1)(iv) of this section. The increased threshold is valid until any factor that was relied on in the establishment and rationale of the threshold changes.

(2) ***Simplified acquisitions*** —

(i) ***Simplified acquisition procedures.*** The aggregate dollar amount of the procurement transaction is higher than the micro-purchase threshold but does not exceed the simplified acquisition threshold. If simplified acquisition procedures are used, price or rate quotations must be obtained from an adequate number of qualified sources. Unless specified by the Federal agency, the recipient or subrecipient may exercise judgment in determining what number is adequate.

(ii) ***Simplified acquisition thresholds.*** The recipient or subrecipient is responsible for determining an appropriate simplified acquisition threshold based on internal controls, an evaluation of risk, and its documented procurement procedures, which may be lower than, but must not exceed, the threshold established in the FAR.

(b) ***Formal procurement methods.*** Formal procurement methods are required when the value of the procurement transaction under a Federal award exceeds the simplified acquisition threshold of the recipient or subrecipient. Formal procurement methods are competitive and require public notice. The following formal methods of procurement are used for procurement transactions above the simplified acquisition threshold determined by the recipient or subrecipient in accordance with paragraph (a)(2)(ii) of this section:

(1) ***Sealed bids.*** This is a procurement method in which bids are publicly solicited through an invitation and a firm fixed-price contract (lump sum or unit price) is awarded to the responsible bidder whose bid conforms with all the material terms and conditions of the invitation and is the lowest in price. The sealed bids procurement method is preferred for procuring construction services.

(i) For sealed bidding to be feasible, the following conditions should be present:

(A) A complete, adequate, and realistic specification or purchase description is available;

(B) Two or more responsible bidders have been identified as willing and able to compete effectively for the business; and

(C) The procurement lends itself to a firm-fixed-price contract, and the selection of the successful bidder can be made principally based on price.

(ii) If sealed bids are used, the following requirements apply:

(A) Bids must be solicited from an adequate number of qualified sources, providing them with sufficient response time prior to the date set for opening the bids. Unless specified by the Federal agency, the recipient or subrecipient may exercise judgment in determining what number is adequate. For local governments, the invitation for bids must be publicly advertised.

(B) The invitation for bids must define the items or services with specific information, including any required specifications, for the bidder to properly respond;

(C) All bids will be opened at the time and place prescribed in the invitation for bids. For local governments, the bids must be opened publicly.

(D) A firm-fixed-price contract is awarded in writing to the lowest responsive bid and responsible bidder. When specified in the invitation for bids, factors such as discounts, transportation cost, and life-cycle costs must be considered in determining which bid is the lowest. Payment discounts must only be used to determine the low bid when the recipient or subrecipient determines they are a valid factor based on prior experience.

(E) The recipient or subrecipient must document and provide a justification for all bids it rejects.

(2) ***Proposals.*** This is a procurement method used when conditions are not appropriate for using sealed bids. This procurement method may result in either a fixed-price or cost-reimbursement contract. They are awarded in accordance with the following requirements:

(i) Requests for proposals require public notice, and all evaluation factors and their relative importance must be identified. Proposals must be solicited from multiple qualified entities. To the maximum extent practicable, any proposals submitted in response to the public notice must be considered.

(ii) The recipient or subrecipient must have written procedures for conducting technical evaluations and making selections.

(iii) Contracts must be awarded to the responsible offeror whose proposal is most advantageous to the recipient or subrecipient considering price and other factors; and

(iv) The recipient or subrecipient may use competitive proposal procedures for qualifications-based procurement of architectural/engineering (A/E) professional services whereby the offeror's qualifications are evaluated, and the most qualified offeror is selected, subject to negotiation of fair and reasonable compensation. The method, where the price is not used as a selection factor, can only be used to procure architectural/engineering (A/E) professional services. The method may not be used to purchase other services provided by A/E firms that are a potential source to perform the proposed effort.

(c) ***Noncompetitive procurement.*** There are specific circumstances in which the recipient or subrecipient may use a noncompetitive procurement method. The noncompetitive procurement method may only be used if one of the following circumstances applies:

(1) The aggregate amount of the procurement transaction does not exceed the micro-purchase threshold (see paragraph (a)(1) of this section);

(2) The procurement transaction can only be fulfilled by a single source;

(3) The public exigency or emergency for the requirement will not permit a delay resulting from providing public notice of a competitive solicitation;

(4) The recipient or subrecipient requests in writing to use a noncompetitive procurement method, and the Federal agency or pass-through entity provides written approval; or

(5) After soliciting several sources, competition is determined inadequate.

## § 200.321 Contracting with small businesses, minority businesses, women's business enterprises, veteran-owned businesses, and labor surplus area firms.

(a) When possible, the recipient or subrecipient should ensure that small businesses, minority businesses, women's business enterprises, veteran-owned businesses, and labor surplus area firms (See U.S. Department of Labor's list) are considered as set forth below.

(b) Such consideration means:

(1) These business types are included on solicitation lists;

(2) These business types are solicited whenever they are deemed eligible as potential sources;

(3) Dividing procurement transactions into separate procurements to permit maximum participation by these business types;

(4) Establishing delivery schedules (for example, the percentage of an order to be delivered by a given date of each month) that encourage participation by these business types;

(5) Utilizing organizations such as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and

(6) Requiring a contractor under a Federal award to apply this section to subcontracts.

## § 200.322 Domestic preferences for procurements.

(a) The recipient or subrecipient should, to the greatest extent practicable and consistent with law, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards, contracts, and purchase orders under Federal awards.

(b) For purposes of this section:

(1) “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

(c) Federal agencies providing Federal financial assistance for infrastructure projects must implement the Buy America preferences set forth in 2 CFR part 184.

## § 200.323 Procurement of recovered materials.

(a) A recipient or subrecipient that is a State agency or agency of a political subdivision of a State and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976 as amended, 42 U.S.C. 6962. The requirements of Section 6002 include procuring only items designated in the guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

(b) The recipient or subrecipient should, to the greatest extent practicable and consistent with law, purchase, acquire, or use products and services that can be reused, refurbished, or recycled; contain recycled content, are biobased, or are energy and water efficient; and are sustainable. This may include purchasing compostable items and other products and services that reduce the use of single-use plastic products. See Executive Order 14057, section 101, Policy.

## § 200.324 Contract cost and price.

(a) The recipient or subrecipient must perform a cost or price analysis for every procurement transaction, including contract modifications, in excess of the simplified acquisition threshold. The method and degree of analysis conducted depend on the facts surrounding the particular procurement transaction. For example, the recipient or subrecipient should consider potential workforce impacts in their analysis if the procurement transaction will displace public sector employees. However, as a starting point, the recipient or subrecipient must make independent estimates before receiving bids or proposals.

(b) Costs or prices based on estimated costs for contracts under the Federal award are allowable only to the extent that the costs incurred or cost estimates included in negotiated prices would be allowable for the recipient or subrecipient under subpart E of this part. The recipient or subrecipient may reference its own cost principles as long as they comply with subpart E of this part.

(c) The recipient or subrecipient must not use the "cost plus a percentage of cost" and "percentage of construction costs" methods of contracting.

## § 200.325 Federal agency or pass-through entity review.

(a) The Federal agency or pass-through entity may review the technical specifications of proposed procurements under the Federal award if the Federal agency or pass-through entity believes the review is needed to ensure that the item or service specified is the one being proposed for acquisition. The recipient or subrecipient must submit the technical specifications of proposed procurements when requested by the Federal agency or pass-through entity. This review should take place prior to the time the specifications are incorporated into a solicitation document. When the recipient or subrecipient desires to

accomplish the review after a solicitation has been developed, the Federal agency or pass-through entity may still review the specifications. In those cases, the review should be limited to the technical aspects of the proposed purchase.

(b) When requested, the recipient or subrecipient must provide procurement documents (such as requests for proposals, invitations for bids, or independent cost estimates) to the Federal agency or pass-through entity for pre-procurement review. The Federal agency or pass-through entity may conduct a pre-procurement review when:

(1) The recipient's or subrecipient's procurement procedures or operation fails to comply with the procurement standards in this part;

(2) The procurement is expected to exceed the simplified acquisition threshold and is to be awarded without competition, or only one bid is expected to be received in response to a solicitation;

(3) The procurement is expected to exceed the simplified acquisition threshold and specifies a “brand name” product;

(4) The procurement is expected to exceed the simplified acquisition threshold, and a sealed bid procurement is to be awarded to an entity other than the apparent low bidder; or

(5) A proposed contract modification changes the scope of a contract or increases the contract amount by more than the simplified acquisition threshold.

(c) The recipient or subrecipient is exempt from the pre-procurement review in paragraph (b) of this section if the Federal agency or pass-through entity determines that its procurement systems comply with the standards of this part.

(1) The recipient or subrecipient may request that the Federal agency or pass-through entity review its procurement system to determine whether it meets these standards for its system to be certified. Generally, these reviews must occur where there is continuous high-dollar funding and third-party contracts are awarded regularly.

(2) The recipient or subrecipient may self-certify its procurement system. However, self-certification does not limit the Federal agency's or pass-through entity's right to review the system. Under a self-certification procedure, the Federal agency or pass-through entity may rely on written assurances from the recipient or subrecipient that it is complying with the standards of this part. The recipient or subrecipient must cite specific policies, procedures, regulations, or standards as complying with these requirements and have its system available for review.

## § 200.326 Bonding requirements.

The Federal agency or pass-through entity may accept the recipient's or subrecipient's bonding policy and requirements for construction or facility improvement contracts or subcontracts exceeding the simplified acquisition threshold. Before doing so, the Federal agency or pass-through entity must determine that the Federal interest is adequately protected. If such a determination has not been made, the minimum requirements must be as follows:

(a) A bid guarantee from each bidder equivalent to five percent of the bid price. The bid guarantee must consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of the bid, execute any required contractual documents within the specified timeframe.

(b) A performance bond on the contractor's part for 100 percent of the contract price. A performance bond is a bond executed in connection with a contract to secure the fulfillment of all the contractor's requirements under a contract.

(c) A payment bond on the contractor's part for 100 percent of the contract price. A payment bond is a bond executed in connection with a contract to assure payment as required by the law of all persons supplying labor and material in the execution of the work provided for under a contract.

## § 200.327 Contract provisions.

The recipient's or subrecipient's contracts must contain the applicable provisions described in Appendix II of this part.

This content is from the eCFR and is authoritative but unofficial.

# Title 2 —Federal Financial Assistance
## Subtitle A —Office of Management and Budget Guidance for Federal Financial Assistance
## Chapter II —Office of Management and Budget Guidance
## Part 200 —Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards

**Authority:** 31 U.S.C. 503; 31 U.S.C. 6101-6106; 31 U.S.C. 6307; 31 U.S.C. 7501-7507.
**Source:** 89 FR 30136, Apr. 22, 2024, unless otherwise noted.

## 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, 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 § 200.323.

(K) See § 200.216.

(L) See § 200.322.

*[78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75888, Dec. 19, 2014; 85 FR 49577, Aug. 13, 2020]*

# EXHIBIT "3"

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the City under the Federal award must contain provisions covering the following, as applicable and as required by 2 C.F.R. 200.327:

(a) Remedies. The administrative, contractual, and legal remedies in instances where the Contractor violates or breaches the terms and conditions contained herein shall be in accordance with Paragraph 8 of the Contract.

(b) Termination for Cause. Termination for cause, including how it will be carried out and basis of settlement, shall be in accordance with Paragraph 8 of the Contract.

(b) Termination for Convenience. Termination for convenience by the City, including how it will be carried out and the basis for settlement shall be in accordance with Paragraph 6 of the Contract.

(c) Termination for Non-Appropriation of Funds.

(i) If funds are not appropriated for any succeeding fiscal years subsequent to the one in which this contract is entered into, for the purpose of this Contract, then the City may terminate this Contract upon thirty (30) days prior written notice to the Contractor. Should termination be accomplished in accordance with this Section, the City shall be liable only for payments due through the date of termination.

(ii) The City agrees that should it terminate in accordance with this Section, it shall not obtain services which are substantially equal to or similar to those for which this contract was entered into. This provision shall survive any termination of the Contract.

(d) Equal Employment Opportunity: During the performance of this Contract, the Contractor agrees as follows:

(1) Standard. Except as otherwise provided under 41 C.F.R. Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. § 60- 1.4(b), in accordance with Executive Order 11246**,** *Equal Employment Opportunity* (30 Fed. Reg. 12319, 12935, 3 C.F.R. 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 C.F.R. Part 60 (Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor). See 2 C.F.R. Part 200, Appendix II(C).

(2) Key Definitions.

i. Federally Assisted Construction Contract. The regulation at 41 C.F.R. § 60-1.3 defines a "federally assisted construction contract" as any agreement or modification thereof between any applicant and a person for construction work which is paid for in whole or in part with funds obtained from the Government or borrowed on the credit of the Government pursuant to any Federal program involving a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, or any application or modification thereof approved by the Government for a grant, contract, loan, insurance, or guarantee under which the applicant itself participates in the construction work.

ii. Construction Work. The regulation at 41 C.F.R. § 60-1.3 defines “construction work” as the construction, rehabilitation, alteration, conversion, extension, demolition or repair of buildings, highways, or other changes or improvements to real property, including facilities providing utility services. The term also includes supervision, inspection, and other onsite functions incidental to the actual construction.

(3) Pursuant to 41 C.F.R. Part 60-1.4(b), the Contractor agrees to comply with the following:

i. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

ii. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

iii. The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

iv. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

v. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

vi. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

vii. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

viii. The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

> The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

(e) Davis-Bacon Act: **If applicable to this Contract**, the Contractor agrees to comply with all provisions of the Davis Bacon Act as amended (40 U.S.C. 3141- 3144, and 3146-3148) and the requirements of 29C.F.R. pt. 5 as may be applicable. Contractor is 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, Contractor must be required to pay wages not less than once a week. This Contract is conditioned upon the acceptance of the Department of Labor Wage Determination. **The Davis-Bacon Act only applies to the Emergency Management Preparedness Grant Program, Homeland Security Grant Program, Nonprofit Security Grant Program, Tribal Homeland Security Grant Program, Port Security Grant Program, and Transit Security Grant Program. It DOES NOT apply to other FEMA grant and cooperative agreement programs, including the Public Assistance Program.** In situations where the Davis-Bacon Act does not apply, neither does the Copeland "Anti-Kickback" Act.

When required by the federal program legislation, prime construction contracts over $2,000 awarded by the City require the Contractor to comply with the following provisions from 29 C.F.R. § 5.5(a)(1)-(10), and Contractor must include these provisions in full in any subcontracts:

> 29 C.F.R. § 5.5 Contract provisions and related matters.
> (a) The Agency head shall cause or require the contracting officer to insert in full in any contract in excess of $2,000 which is entered into for the actual construction, alteration and/or repair, including painting and decorating, of a public building or public work, or building or work financed in whole or in part from Federal funds or in accordance with guarantees of a Federal agency or financed from funds obtained by pledge of any contract of a Federal agency to make a loan, grant or annual contribution (except where a different meaning is expressly indicated), and which is subject to the labor standards provisions of any of the acts listed in § 5.1, the following clauses (or any modifications thereof to meet the particular needs of the agency, *Provided*, That such modifications are first approved by the Department of Labor):
> (1) Minimum wages.

(i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the Contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis–Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in § 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein:

*Provided*, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a)(1)(ii) of this section) and the Davis–Bacon poster (WH–1321) shall be posted at all times by the Contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii)

(A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, U.S.

Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30–day period that additional time is necessary.

(C) In the event the Contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30–day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii)(B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the Contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the Contractor does not make payments to a trustee or other third person, the Contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *Provided*, That the Secretary of Labor has found, upon the written request of the Contractor, that the applicable standards of the Davis–Bacon Act have been met. The Secretary of Labor may require the Contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(2) Withholding.

The (write in name of Federal Agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the Contractor under this contract or any other Federal contract with the same prime Contractor, or any other federally-assisted contract subject to Davis–Bacon prevailing wage requirements, which is held by the same prime Contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the Contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, the (Agency) may, after written notice to the Contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(3) Payrolls and basic records.

(i) Payrolls and basic records relating thereto shall be maintained by the Contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis–Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a) (1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis–Bacon Act, the Contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.
(ii)
(A) The Contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the (write in name of appropriate federal agency) if the agency is a party to the contract, but if the agency is not such a party, the Contractor will submit the payrolls to the applicant, sponsor, or owner, as the case may be, for transmission to the (write in name of agency). The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH–347 is available for this purpose from the Wage and Hour Division Web site at http://www.dol.gov/esa/whd/forms/wh347instr.htm or its successor site. The prime Contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the (write in name of appropriate federal agency) if the agency is a party to the contract, but if the agency is not such a party, the Contractor will submit them to the applicant, sponsor, or owner, as the case may be, for transmission to the (write in name of agency), the Contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime Contractor to require a subcontractor to provide addresses and social security numbers to the prime Contractor for its own records, without weekly

submission to the sponsoring government agency (or the applicant, sponsor, or owner).
(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the Contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:
(1) That the payroll for the payroll period contains the information required to be provided under § 5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under § 5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;
(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;
(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or
cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.
(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH– 347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii) (B) of this section.
(D) The falsification of any of the above certifications may subject the Contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.
(iii) The Contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the (write the name of the agency) or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the Contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the Contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(4) Apprentices and trainees.
(i) Apprentices.
Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who

has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the Contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a Contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the Contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the Contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees.

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the

Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the Contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity.

The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

(5) Compliance with Copeland Act requirements.

The Contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

(6) Subcontracts.

The Contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a) (1) through (10) and such other clauses as the (write in the name of the Federal agency) may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

(7) Contract termination: debarment.

A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a Contractor and a subcontractor as provided in 29 CFR 5.12.

(8) Compliance with Davis–Bacon and Related Act requirements.

All rulings and interpretations of the Davis–Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

(9) Disputes concerning labor standards.

Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the Contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

(10) Certification of eligibility.

(i) By entering into this contract, the Contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the Contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis–Bacon Act or 29 CFR 5.12(a)(1)."

(e) Copeland Anti Kick Back Act: Compliance with the Copeland "Anti-Kickback" Act. This requirement applies to all contracts for construction or repair work above $2,000 in situations where the Davis-Bacon Act also applies**. It DOES NOT apply to the FEMA Public Assistance Program.**

(i) Contractor. The Contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. Part 3 as may be applicable, which are incorporated by reference into this contract.

(ii) Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clause above, and also a clause requiring the subcontractors to include the clause in any lower tier subcontracts. The prime Contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor the contract clause.

(iii) Breach. A breach of the Contract clauses above may be grounds for termination of the Contract, and for debarment as a Contractor and subcontractor as provided in 29 C.F.R. § 5.12.

(f) Contract Work Hours and Safety Standards Act:

**For all contracts over $100,000** that involve the employment of mechanics, laborers, and construction work:

(i) Compliance with the Contract Work Hours and Safety Standards Act. If applicable per the standard described above, Contractor shall comply with the following provisions from 29 C.F.R. § 5.5(b)(1)-(4), hereinbelow, and furthermore, Contractor shall include these provisions, in full, into any subcontracts.

(1) *Overtime requirements.* No Contractor or subcontractor contracting for any part of the Contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) *Violation; liability for unpaid wages; liquidated damages.* In the event of any violation of the clause set forth in paragraph (1) of this section the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of $27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

(3) *Withholding for unpaid wages and liquidated damages.* The City shall upon its own action or upon written request of an authorized representative of the

Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any other federal contract with the same prime Contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

(4) *Subcontracts.* The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

(ii) Further Compliance with the Contract Work Hours and Safety Standards Act.

In addition to the clauses contained in subparagraphs (i)(1) thru (4), hereinabove, in any applicable contract subject only to the *Contract Work Hours and Safety Standards Act* and not to any of the other statutes cited in 29 C.F.R. § 5.1, the Contractor shall comply with the following provisions and insert the same in any applicable contracts with subcontractors:

(1) The Contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the Contract for all laborers and mechanics, including guards and watchmen, working on the Contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid.

(2) Records to be maintained under this provision shall be made available by the Contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the Department of Homeland Security, the Federal Emergency Management Agency, and the Department of Labor, and the Contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

(g) Rights to Inventions Made Under a Contract or Agreement.

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. **This requirement applies**

**to "funding agreements," but it DOES NOT apply to the Public Assistance, Hazard Mitigation Grant Program, Fire Management Assistance Grant Program, Crisis Counseling Assistance and Training Grant Program, Disaster Case Management Grant Program, and Federal Assistance to Individuals and Households – Other Needs Assistance Grant Program, as FEMA awards under these programs do not meet the definition of "funding agreement."**

(h) Clean Air Act (42 U.S.C. 7401–7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251– 1387) as amended.

For contracts exceeding $150,000.00, the following provisions apply:

**Clean Air Act**

(1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

(2) The Contractor agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the Federal awarding agency and the Regional Office of the Environmental Protection Agency.

(3) The Contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with federal assistance provided by Federal Awarding Agency.

**Federal Water Pollution Control Act**

(1) The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 et seq.

(2) The Contractor agrees to report each violation as required to assure notification to the Federal Awarding Agency, and the appropriate Environmental Protection Agency Regional Office.

(3) The Contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with federal assistance provided by Federal Awarding Agency.

(i) Suspension and Debarment. Federal regulations restrict the City from contracting with parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs and activities, where the contract is funded in whole or in part with federal funds. Accordingly, a contract or subcontract must not be made with any parties listed on the SAM Exclusions list. SAM Exclusions is the list maintained by the General Services Administration that contains the name of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under certain statutory or regulatory authority. Contractor can verify its status and the status of its principals, affiliates, and subcontractors at www.SAM.gov.

(1) This Contract is a covered transaction for purposes of 2 C.F.R. Part 180 and 2 C.F.R. Part 3000. As such, the Contractor is required to verify that none of the Contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) The Contractor must comply with 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3) This certification, included in the solicitation referenced hereinabove and made a part

hereof by this reference, is a material representation of fact relied upon by City. If it is later determined that the Contractor did not comply with 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C, in addition to remedies available to City, the federal government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The Contractor agrees to comply with the requirements of 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The Contractor further agrees to include a provision requiring such compliance in its lower-tier covered transactions.

(j) Byrd Anti-Lobbying Amendment 31 U.S.C. § 1352 (as amended): Contractors who apply or bid for an award of more than $100,000 shall file the required certification. Each tier certifies to the tier above that it will not and has not used federally 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 shall 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 recipient who in turn will forward the certification(s) to the federal awarding agency.

**Required Certification:** If applicable, the Contractor must sign and submit with this Agreement the following certification, *APPENDIX A, 44 C.F.R. PART 18 – Certification Regarding Lobbying*, included in the solicitation and made a part hereof by reference.

(k) Procurement of Recovered Materials: Requirements: The requirements of Section 6002 include procuring only items designated in guidelines of the EPA at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired by the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

(1) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired.
   (i) Competitively within a timeframe providing for compliance with the contract performance schedule;
   (ii) Meeting contract performance requirements; or
   (iii) At a reasonable price.

(2) Information about this requirement, along with the list of EPA- designated items, is available at EPA's Comprehensive Procurement Guidelines website, https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program.

(3) The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

(l) Prohibition on Contracting for Covered Telecommunications Equipment or Services.

If applicable to the Federal awarding agency requirements:

(1) *Definitions.* As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim), as used in this clause.

(2) *Prohibitions.*

(i) Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug.13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.

(ii) Unless an exception in paragraph (iii) of this clause applies, the Contractor and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:

a. Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

b. Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

c. Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or

d Provide, as part of its performance of this Contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

*(3) Exceptions.*

(i) This clause does not prohibit Contractors from providing—

a. A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

b. Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(ii) By necessary implication and regulation, the prohibitions also do not apply to:

a. Covered telecommunications equipment or services that:

1. Are *not used* as a substantial or essential component of any system; *and*

2. Are *not used* as critical technology of any system.

b. Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

(4) *Reporting requirement*.

(i) In the event the Contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the Contractor is notified of such by a subcontractor at any tier or by any other source, the Contractor shall report the information in paragraph (iv)(2) of this clause to the recipient or subrecipient, unless elsewhere in this Contract are established procedures for reporting the information.

(ii) The Contractor shall report the following information pursuant to paragraph (iv)(1) of this clause:

a. Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

b. Within 10 business days of submitting the information in paragraph (iv)(2)(a) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the Contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(5) *Subcontracts.* The Contractor shall insert the substance of this clause, including this paragraph (5), in all subcontracts and other contractual instruments.

(m) Domestic Preference for Procurements. As appropriate, and to the extent consistent with law, the Contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products. For purposes of this clause:

*Produced in the United States* means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

*Manufactured products* mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

(n) Access to Records and Reports:

(1) The Contractor agrees to provide City, any pass-through entity, the State of Florida and the Recipient (if applicable), the Federal Awarding Agency Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this Contract for the purposes of making audits, examinations, excerpts, and transcriptions.

(2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(3) The Contractor agrees to provide the Federal Awarding Agency Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

(4) In compliance with the Disaster Recovery Act of 2018, the Federal Awarding Agency Administrator or his authorized representatives and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

(o) Changes. To be allowable under the Federal agency award or cooperative agreement award, the cost of any contract change, modification, amendment, addendum, change order, or constructive change must be necessary, allocable, within the scope of the grant or cooperative agreement, reasonable for the scope of work, and otherwise allowable. This Contract addresses any potential requests for modifications or changes to the Contract terms as contained therein.

(p) Federal Awarding Agency Seal, LOGO, and Flags. The Contractor shall not use the Federal Awarding Agency seal(s), logos, crests, or reproductions of flags or likenesses of said agency officials without specific agency pre-approval. The Contractor shall include in this provision in any subcontracts.

(q) Compliance with Federal Laws, Regulations and Executive Orders and Acknowledgement of Federal Funding. This is an acknowledgment that Federal Award financial assistance will be used to fund all or a portion of the Contract. The Contractor will comply with all applicable federal law, regulations, and Executive Orders, Federal Awarding Agency policies, procedures, and directives. The Contractor shall comply with all uniform administrative requirements, cost principles, and audit requirements for federal awards. Contractor shall ensure that all subcontracts comply with the same.

(r) No Obligation by Federal Government. The Federal Government is not a party to this Contract and is not subject to any obligations or liabilities to the City, Contractor, or any other party pertaining to any matter resulting from the Contract.

(s) Program Fraud and False or Fraudulent or Related Acts. The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractors' actions pertaining to this Contract.

(t) Affirmative Socioeconomic Steps. If subcontracts are to be let, the prime Contractor is required to take all necessary steps identified in 2 C.F.R. § 200.321(b)(1)-(5) to ensure that small and minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

(u) Copyright and Data Rights. License and Delivery of Works Subject to Copyright and Data Rights. The Contractor grants to the City, a paid-up, royalty-free, nonexclusive, irrevocable, worldwide license

in data first produced in the performance of this Contract to reproduce, publish, or otherwise use, including prepare derivative works, distribute copies to the public, and perform publicly and display publicly such data. For data required by the contract but not first produced in the performance of this Contract, the Contractor will identify such data and grant to the City or acquires on its behalf a license of the same scope as for data first produced in the performance of this Contract. Data, as used herein, shall include any work subject to copyright under 17 U.S.C. § 102, for example, any written reports or literary works, software and/or source code, music, choreography, pictures or images, graphics, sculptures, videos, motion pictures or other audiovisual works, sound and/or video recordings, and architectural works. Upon or before the completion of this Contract, the Contractor will deliver to the City data first produced in the performance of this contract and data required by the contract but not first produced in the performance of this contract in formats acceptable by the City.

(v) Drug Free Workplace Requirements: Drug-free workplace requirements in accordance with Drug Free Workplace Act of 1988 (Pub l 100-690, Title V, Subtitle D). All Contractors entering into Federal funded contracts over $100,000 must comply with Federal Drug Free workplace requirements as Drug-Free Workplace Act of 1988. The Contractor shall comply with this requirement.

(w) Mandatory Disclosures: The Contractor must disclose in writing all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award.

(x) Record Retention: Contractor will retain all required records pertinent to this contract for a period of five years pursuant to 2 C.F.R. §200.334 and retained in compliance with 2 C.F.R. §200.334. This provision is supplemental to other provisions in this Agreement.

(y) Federal Changes: Contractor shall comply with all applicable Federal agency regulations, policies, procedures, and directives, including without limitation those listed directly or by reference, as they may be amended or promulgated from time to time during the term of the Contract.

(z) Safeguarding Personal Identifiable Information: Contractor will take reasonable measures to safeguard protected personally identifiable information and other information designated as sensitive by the awarding agency or is considered sensitive consistent with applicable Federal, State and/or local laws regarding privacy and obligations of confidentiality.

(aa) Build America, Buy America Act. If applicable to this Contract, the Contractor shall comply with Build America, Buy America Act ("BABAA"), as part of the Infrastructure Investment and Jobs Act ("IIJA") (Pub. L. 117-58) and BABA provisions of the Act, 41 U.S.C. 8301, unless covered by a waiver.

Contractors and their subcontractors who apply or bid for an award for an infrastructure project subject to the domestic preference requirement in the BABAA shall file the required certification to the non-federal entity with each bid or offer for an infrastructure project, unless a domestic preference requirement is waived by Federal Awarding Agency.

Contractors and subcontractors certify that no federal financial assistance funding for infrastructure projects will be provided unless all the iron, steel, manufactured projects, and construction materials used in the project are produced in the United States. BABAA, Pub. L. No. 117-58, §§ 70901-52. Contractors and subcontractors shall also disclose any use of federal financial assistance for infrastructure projects that do not ensure compliance with BABAA domestic preference requirement. Such disclosures shall be forwarded to the grant recipient who in turn will forward the disclosures to Federal Awarding Agency, the federal awarding agency; subrecipients will forward disclosures to the pass-through entity, who will in turn forward the disclosures to Federal Awarding Agency.

**Required Certification:** If applicable to this Contract, for Federal financial assistance programs subject to BABAA Contractor and subcontractors must sign and submit a compliance certification to the next tier (e.g., subcontractors submit to the Contractor; Contractor submits to the City).

# CITY OF PORT ORANGE
# STANDARD CONTRACT FOR SERVICES

This Standard Contract for Services ("Contract") is entered into this ____ day of _____, **2026**, by and between the **CITY OF PORT ORANGE**, a Florida municipal corporation, whose principal address is 1000 City Center Circle, Port Orange, Florida 32129 (the "City"), and **SAMSULA WASTE, INC. d/b/a SAMSULA DEMOLITION** ("Contractor"), a Florida corporation, whose principal address is 2455 Tomoka Farms Road, Port Orange, Florida 32128. The City and Contractor are collectively referred to herein as the "Parties."

1. *Provision of Services*

(a) The Contractor hereby agrees to provide demolition services for federally funded projects, and as more specifically described in Invitation to Bid 26-01 ("ITB 26-01"). This Contract together with ITB 26-01 and the Contractor's proposal, all of which may be referred to as the "Contract" and all of which are made a part hereof by reference shall constitute the formal written Contract between the City and Contractor. For convenience, ITB 26-01 Section 3 Scope of Work, the Bid Tabulation as submitted by Contractor in Contractor's Proposal Attachment 1, Revised Scope of Work Attachment 2, Addendum No. 1, and Addendum No. 2 are attached hereto as Exhibit "1." Payment and Performance Bond is attached hereto as Exhibit "2." ITB 26-01 Federal Regulations and Contract Provisions, attached hereto as Exhibit "3." A complete copy of ITB 26-01 is available in the Office of the City Clerk. Contractor represents that they are familiar with the documents that make up the Contract, as referenced hereinabove.

(b) The time, manner and place for performance of such services shall be:

*Term*: This Contract shall become effective on the last date the Contract is signed by the Parties. The term of this Contract shall be for a period of three (3) years (the "Initial Term").

*Renewals*: This Contract may be renewed for two (2) optional subsequent one-year periods, upon written approval of the Parties, City Manager approval, and budget appropriation.

*Manner and Place*: The work shall be in accordance with and in a manner as required by all current federal, state, county, fire, building and land development codes, laws, ordinances and regulations, and with applicable permits and licenses per the City Code of Ordinances.

*Time and Essence*: Contractor acknowledges that time is of the essence for this Contract.

*Authorization for Services*: This Contract standing alone does not authorize the purchase of any goods or services or require the City to place any orders for goods or service. Authorization for the performance of services by the Contractor under this Contract shall be in the form of written Notice to Proceed issued and executed by the City and signed by the Contractor and a written Purchase Order. A Payment and Performance Bond shall be required for each demolition performed under this Contract. The City reserves the right to contract with other parties for the goods and services contemplated by this Contract, as determined in the City's sole and absolute discretion.

2. *City Obligations*. In return for the services identified above, the City agrees to compensate Contractor based on periodic quotes and/or proposals pursuant to the pricing as provided in Exhibit "1," subject to a limit not to exceed the appropriated budget. All payments shall be governed by the Local Government Prompt Payment Act as set forth in Sections 218.70 through 218.79, Florida Statutes, as amended.

3. *Contract Documents*. The following forms, attached as Exhibit "2," are an integral part of this Contract and must be completed, signed, witnessed and notarized as indicated and returned with the signed Contract:

(a) Front Page for Bond (F.S. § 255.05)
(b) Combination Payment and Performance Bond (F.S. § 255.05)

4. *Contract Administration*. The Community Development Director, Tim Burman, shall perform contract administration of this Contract. The City may change the contract administrator, from time to time and at any time, upon written notice to Contractor. For notice provisions, see the paragraph below entitled "Notice."

5. *Liens*. Contractor acknowledges that Contractor shall not be entitled to lien the City or other public property.

6. *Termination for Convenience of the City*

(a) The parties agree that the City may terminate this Contract, or any work or delivery required hereunder, from time to time either in whole or part, whenever the City Manager of Port Orange shall determine that such termination is in the best interest of the City.

(b) Termination, in whole or in part, shall be effected by delivery of a Notice of Termination signed by the City Manager or his designee, mailed or delivered to the Contractor, and specifically setting forth the effective date of termination.

(c) Upon receipt of such Notice, the Contractor shall:

(i) cease any further deliveries or work due under this Contract, on the date, and to the extent, which may be specified in the Notice;

(ii) place no further orders with any subcontractors except as may be necessary to perform that portion of this Contract not subject to the Notice;

(iii) terminate all subcontracts except those made with respect to contract performance not subject to the Notice;

(iv) settle all outstanding liabilities and claims which may arise out of such termination, with the ratification of the Finance Director of Port Orange; and

(v) use best efforts to mitigate any damages which may be sustained by the Contractor as a consequence of termination under this clause.

(d) After complying with the provisions of subparagraph (c), above, the Contractor shall submit a termination claim, in no event later than six (6) months after the effective date of termination, unless one or more extensions of three (3) months each are granted by the Finance Director.

(e) The Finance Director, with the approval of the City Manager, shall pay from the using department's budget, reasonable costs of termination, including a reasonable amount for profit on supplies or services delivered or work completed. In no event shall this amount be greater than the original contract price, reduced by any payments made prior to Notice of Termination, and further reduced by the price of the supplies not delivered or the services not provided. This Contract shall be amended accordingly, and the Contractor shall be paid the agreed amount.

(f) In the event that the parties cannot agree on the whole amount to be paid to the Contractor by reason of termination under this clause, the Finance Director shall pay the Contractor the amounts determined as follows, without duplicating any amounts which may have already been paid under the preceding paragraph of this clause:

(i) With respect to all Contract performance prior to the effective date of Notice of Termination, the total of:

(1) the cost of work performed or supplies delivered;

(2) the cost of settling and paying any reasonable claims as provided in paragraph (c) (iv), above;

(3) a sum as profit on (a) determined by the Finance Director to be fair and reasonable.

(ii) The total sum to be paid under (i) above shall not exceed the contract price, as further reduced by the contract price of work or supplies not terminated.

(g) In the event that the Contractor is not satisfied with any payments which the Finance Director shall determine to be due under this clause, the Contractor may appeal any claim to the City Council in accordance with Paragraph 23 of this contract concerning disputes.

7. *Termination for Convenience for Subcontractors*. In accordance with the termination for the convenience of the City provision of this contract, the Contractor shall include similar provisions in any subcontract, and shall specifically include a requirement that subcontractors make all reasonable efforts to mitigate damages which may be suffered. Failure to include such provisions shall bar the Contractor from any recovery from the City whatsoever of loss or damage sustained by a subcontractor as a consequence of termination for convenience.

8. *Termination for Default*. Either party may terminate this Contract, without further obligation, for the default of the other party or its agents or employees with respect to any agreement or provision contained herein. In the event of default by the contractor, the City reserves the right to procure the item(s) bid from other sources and holds the bidder responsible for excess costs incurred as a result. City Council may elect to refrain from doing business with the bidder as stipulated in City Code 2-276 Suspension and Disbarment.

9. *Examination of Records*

(a) The Contractor agrees that the City, or any duly authorized representative, shall, until the expiration of five (5) years after final payment hereunder, have access to and the right to examine and copy any pertinent books, documents, papers and records of the Contractor involving transactions related to this Contract.

(b) The Contractor further agrees to include in any subcontract for more than $10,000 entered into as a result of this Contract, a provision to the effect that the subcontractor agrees that the City or any duly authorized representative shall, until the expiration of five (5) years after final payment under the subcontract, have access to and the right to examine and copy any pertinent books, documents, papers and records of such contractor involved in transactions related to such subcontract, or this Contract. The term subcontract as used herein shall exclude purchase orders for public utility services at rates established for uniform applicability to the general public.

(c) The period of access provided in subparagraphs (a) and (b) above for records, books, documents and papers which may relate to any arbitration, litigation, or the settlement of claims arising out of the performance of this contract or any subcontract shall continue until any appeals, arbitration, litigation or claims shall have been finally disposed of.

10. *Public Records Compliance*. Contractor shall comply with public records laws as set forth in Chapter 119, Florida Statutes, and shall specifically:

(a) Keep and maintain public records required by the City to perform the service.

(b) Upon request from the City's custodian of public records, provide the City with a copy of the requested record or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Section 119, Florida Statutes, or as otherwise provided by law.

(c) Ensure that public records that are 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 City.

(d) Upon completion of the Contract, Contractor shall transfer to the City, at no cost, all public records in possession of the Contractor and destroy any duplicate public records that are exempt from public records disclosure requirements. 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.

If Contractor does not comply with a public records request, the City shall deem the non-compliance a breach of this Contract, and the Contractor may be subject to penalties under Section 119.0701, Florida Statutes.

**CONTRACTOR QUESTIONS RELATING TO CONTRACTOR'S DUTIES TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT MUST BE FORWARDED TO THE OFFICE OF THE CITY CLERK, CITY HALL, 1000 CITY CENTER CIRCLE, PORT ORANGE, FLORIDA 32129; TELEPHONE: (386) 506-5563; E-MAIL: CITYCLERK@PORT-ORANGE.ORG.**

11. *Termination for Non-Appropriation of Funds*

(a) If funds are not appropriated for any succeeding fiscal years subsequent to the one in which this contract is entered into, for the purpose of this Contract, then the City may terminate this Contract upon thirty (30) days prior written notice to the Contractor. Should termination be accomplished in accordance with this Section, the City shall be liable only for payments due through the date of termination.

(b) The City agrees that should it terminate in accordance with this Section, it shall not obtain services which are substantially equal to or similar to those for which this contract was entered into. This provision shall survive any termination of the Contract.

12. *Insurance*. Contractor shall maintain insurance, as required herein, during the life of this Contract. Contractor shall provide to the City, a certificate of insurance endorsing the City of Port Orange as an additional named insured. All insurance coverages of the Contractor shall be primary and non-contributory. All insurance coverages of the Contractor shall not seek contribution from any other insurance or self-insurance available to the City. For workers' compensation coverage, the Contractor's insurance certificate shall include the insurer's waiver of subrogation in lieu of endorsing the City as an additional insured for workers' compensation. The City shall not accept Workers' Compensation Exemptions Contractor may use leased employees if the Contractor ensures that all workers who access the jobsite are employees covered by the employee leasing company, and no non-employees are permitted to access the jobsite. Any Contractor using a leased employee shall complete the City's Leased Employee Affidavit Exhibit Form. Policies for Workers' Compensation may be issued by companies authorized as a group self-insurer by F.S. 440.572.

Policies other than Workers' Compensation shall be issued by insurers licensed and/or duly authorized under Florida Law to do business in the State of Florida and all insuring companies are required to have a minimum rating of "A-" in the "Best Key Rating Guide" published by A.M. Best & Company, Inc. Contractor shall not commence work under this Contract until the City has received a certificate or certificates of insurance with endorsement evidencing the required insurance. Insurer shall provide the City written notice of cancellation, nonrenewal or any other changes in coverage no later than thirty (30) days prior to the effective date of the change and shall provide notice to the City

no later than 10 days after non-payment. The Certificates of Insurance and required insurance policies shall contain provisions that thirty (30) days prior written notice shall be given to the City of any cancellation, intent not to renew, or reduction in the policies or coverages.

Contractor shall require and ensure each of its subcontractors to maintain, until the completion of the subcontractor's work, insurance of the types and to the limits set forth herein. All insurance coverages shall be primary and non-contributory. All insurance coverages of the subcontractors shall not seek contribution from any other insurance or self-insurance available to the City. The Contractor is responsible for ensuring that its subcontractors maintain the required coverage. Failure of the Contractor to ensure the subcontractors maintain the required coverage, shall not relieve the Contractor of any contractual responsibility, obligation or liability.

The City reserves the right to increase insurance coverage as determined for higher risk contracts.

The acceptance by the City of any Certificate of Insurance does not constitute approval or agreement by the City that the insurance requirements have been satisfied or that the insurance policy shown on the Certificate of Insurance is in compliance with this Contract and does not waive the insurance required by this Contract.

Should at any time the Contractor or subcontractors not maintain the insurance coverages required herein, the City may terminate the Contract or at its sole discretion shall be authorized to purchase such coverages and charge the Contractor for such coverages purchased. The City shall be under no obligation to purchase such insurance, nor shall it be responsible for the coverages purchased or the insurance company or companies used. The decision of the City to purchase such insurance coverages shall in no way be construed to be a waiver of any of its rights under the Contract.

| ***Standard Insurance Requirements*** | | | |
|---|---|---|---|
| | **Insurance** | **Standards** | **Additional Requirements** |
| ☒ | Workers' Compensation<br>The Contractor shall maintain coverage for its employees with statutory workers' compensation limits, and no less than the limits indicated in the Schedule of Limits for Employers' Liability. Said coverage shall include a waiver of subrogation in favor of the City. **The City will not accept elective exemptions**. Any contractor using an employee leasing company shall complete the Leased Employee Affidavit (Exhibit A). | Contract Amount — Limits<br>Up to $10 million — Statutory/$500,000<br>$10 - $20 million — Statutory/$1,000,000<br><br>Contracts over $20 million To Be Determined by the City. | ☐If Contract requires work on or about navigable waters, Longshoreman's and Harbor Workers' Coverage required.<br>☐If vessels involved, Jones Act coverage with limits of $500,000 required. |
| ☒ | Comprehensive General Liability (including Completed Operations and Contractual Liability | Limits: Combined Single Limit Bodily Injury and Property damage<br>$1,000,000 occurrence<br>$1,000,000 aggregate | ☐When work is on or under Railroad rights of way or properties, the Contractor shall take out and maintain during the life of the Contract, Railroad protective liability and property damage insurance in amounts as requested by the Railroad. |

| | | | |
|---|---|---|---|
| ☒ | Comprehensive Business, Automobile Liability to include all owned, hired and non-owned automobiles. | Limits: Auto Liability Body Injury and Property Damage: $1,000,000 each occurrence $1,000,000 aggregate | |
| | ***Additional Insurance Requirements*** | | |
| ☐ | Property Insurance Builders Risk.<br><br>Additional Coverage: | Limits: Buildings - Completed value of Contract.<br><br>"All Risk" coverage on latest ISO for or its equivalent. Permission granted to occupy. Owner named as insured AIMA | If Agreement requires handling or installation of Owner's equipment, coverage should be furnished on "All Risk" form, including transit and Owner shall be named. |
| ☐ | Professional Liability | Limits: Coverage - $1,000,000 | |
| ☐ | Installation Floater (IT) | Limits: Coverage - $ To be determined. | |
| ☐ | Contractor Pollution Liability | Limits: Coverage - $1,000,000 | |
| ☐ | Errors and Omissions | Limits: Coverage - $1,000,000 | |
| ☐ | Umbrella Policy | Limits: Coverage – $ To be determined. | |
| ☒ | Payment and Performance Bond Required | Limits: Coverage - Equal to amount of Contract. | |
| ☐ | **City Manager waives Payment and Performance Bond for work under $200,000.00.** | | |
| ☐ | **Unless otherwise required by law, City Manager waives Insurance for FOB goods under $25,000.00.** | | |

13. *A Contract for the purchase* of supplies shall be governed by the City of Port Orange Code of Ordinances, as amended, and such supplies shall be deemed "goods," as defined therein.

14. *Assignability of Contract*. Neither this contract, nor any part hereof, may be assigned by the Contractor to any other party without the express written approval of the City Council.

15. *Modifications or Changes to this Contract*

(a) Change Orders. The Department Head, with the concurrence of the City's signatory as required by the City's Purchasing Policy, shall without notice to any sureties, have the authority to order changes in this Contract which affect the cost or time of performance. Such changes shall be ordered in writing specifically designated to be a change order. Such orders shall be limited to reasonable changes in the services to be performed or the time of the performance. The City will not be held liable for any changes which have not been properly authorized and approved in accordance with this Contract.

(b) If any change under this clause causes an increase or decrease in Contractor's cost of, or time required for the performance of the work hereunder, Contractor shall receive an equitable adjustment in accordance with subparagraph (d), which shall include all compensation to the Contractor, or the City, of any kind in connection with such change, including all costs and damages related to or incidental to such change.

(c) Contractor need not perform any work described in any change order unless it has received a certification from the City that there are funds budgeted and appropriated sufficient to cover the cost of such changes.

(d) No claim for changes ordered hereunder shall be considered if made after final payment in accordance with the Contract.

16. *Sovereign Immunity*. The City expressly retains all rights, benefits and immunities of sovereign immunity in accordance with Section 768.28, Florida Statutes. Notwithstanding anything set forth in any section of this Contract to the contrary, nothing in this Contract shall be deemed as a waiver of immunity or limits of liability of the City beyond

any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature or may be adopted by the Florida Legislature and the cap on the amount and liability of the City for damages regardless of the number or nature of claims in tort or equity shall not exceed the dollar amount set by the legislature for tort. Nothing in this Contract shall inure to the benefit of any third party for the purpose of allowing any claim against the City which would otherwise be barred under the Doctrine of Sovereign Immunity or operation of law.

17. *Warranties*. Contractor warrants that (1) the supplies to be provided to the City pursuant to this Contract are fit and sufficient for the purpose intended; (2) the supplies are merchantable, of good quality, and free from defects, whether patent or latent, in material or workmanship, and (3) the supplies sold to the City pursuant to this Contract conform to the standards required by this Contract.

Contractor further warrants that Contractor has title to the supplies provided, and that the supplies are free and clear of all liens encumbrances, and security interests. All warranties made in this Contract, together with service warranties and guarantees, shall run to the City and its successors and assigns.

18. *Additional Warranties*. Contractor further expressly warrants that materials and workmanship are warranted from defect for a one-year period. This is a minimum acceptable warranty.

19. *Additional Bond Security*. If any surety bond furnished in connection with this Contract becomes unacceptable to the City, Contractor shall promptly furnish such additional security as may be required from time to time to protect the interests of the City and a person supplying labor and materials in the prosecution of work contemplated by this Contract. Contractor expressly acknowledges that if the work to be performed hereunder is a public work, a Payment and Performance Bond, in accordance with Florida Statutes Section 255.05, in a form acceptable to the City, shall be provided and recorded with the Clerk of Volusia County at Contractors expense.

20. *Inspection*

(a) All supplies (which term throughout this clause includes without limitation raw materials, components, intermediate assemblies, and their products) shall be subject to inspection and test by the City, to the extent practicable at all times and places including the place of manufacturer, and in any event prior to acceptance.

(b) In the event any supplies or lots of supplies are defective in material or workmanship, or otherwise not in conformity with the requirements of this Contract, the City shall have the right either to reject them (with or without instructions as to their disposition) or to require their correction. Supplies or lots of supplies which have been rejected or required to be corrected shall be removed or, if permitted or required by the Finance Director, corrected in place by and at the expense of Contractor promptly after notice, and shall not thereafter be tendered for acceptance unless the former rejection or requirement of correction is disclosed. If Contractor fails promptly to remove such supplies or lots of supplies which are required to be removed or promptly to replace or correct such supplies or lots of supplies, the City may either (i) by contract or otherwise replace or correct such supplies and charge Contractor the cost for such replacement or correction; or (ii) may terminate this Contract for default as provided in the clause of this Contract entitled "Termination for Default." Unless Contractor corrects or replaces such supplies within the delivery schedule, the Finance Director may require the delivery of such supplies at a reduction in price, which is equitable under the circumstances. Acceptance or rejection of the supplies shall be made as promptly as practicable after delivery, except as otherwise provided in this Contract. Failure to inspect and accept or reject supplies shall neither relieve Contractor from responsibility for such supplies as are not in accordance with the Contract requirements nor impose liability on the City therefor.

(c) The inspection and test by the City of any supplies or lots thereof does not relieve Contractor from any responsibility regarding defects or other failures to meet the Contract requirements, which may be discovered prior to acceptance. Except as otherwise provided in this Contract, acceptance shall be conclusive except as regards latent defects, fraud, or such gross mistakes as amount to fraud.

21. *Liability for Loss or Damage*.

(a) Contractor shall be liable for any loss of, or damage to, City property caused by the negligence, recklessness, or intended wrongful misconduct of Contractor, his/its agents, servants and employees and shall indemnify and save the City harmless against all actions, proceedings, claims, demands, costs, damages and expenses, including attorney's fees, by reason of any suit or action brought for any actual or alleged injury to or death of any person or damage to property other than City property, resulting from the performance of the Contract by Contractor, his/its agents, servants and employees. Contractor shall submit a full written report to the Finance Director within twenty-four (24) hours following the occurrence of such damage, loss or injury.

(b) To the fullest extent permitted by law, in addition to the express duty to indemnify City when there is any causal connection between Contractor's work and any injury, loss, damage, death or property damage, Contractor expressly undertakes a duty to defend City as a separate duty, independent of and broader than the duty to indemnify. The duty to defend agreed to by Contractor hereby expressly include all costs of litigation, attorney's fees, settlement costs and reasonable expenses in connection with the litigation, whether or not the claims made for loss, injury, damage or property damage are valid or groundless and regardless of whether the defense of City is maintained by the City or assumed by Contractor as long as the claims made could be causally connected to Contractor as reasonable determined by City.

22. *Non-discrimination*. During the performance of this Contract, Contractor agrees as follows:

(a) Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, disability, marital status, age or national origin, except where such is a bona-fide occupational qualification reasonably necessary to the normal operation of Contractor. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause. Contractor agrees and fully supports and complies with the Americans with Disabilities Act of 1990.

(b) Contractor shall state in all solicitations or advertisements for employees placed by or on behalf of Contractor that Contractor is an equal opportunity employer.

(c) Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient compliance with this provision. Contractor shall include the provisions of the foregoing subparagraphs (a), (b), and (c) in every subcontract or purchase order of over $10,000 so that the provisions will be binding upon each subcontractor or vendor.

23. *E-Verify*. Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Contractor during the term of this Contract and shall expressly require any sub-contractors performing services pursuant to this Contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the sub-contractor during the term of this Contract.

24. *Disputes*. The City Manager, who shall reduce his decision to writing and mail or otherwise furnish a copy thereof to Contractor, shall decide disputes with respect to this Agreement. The decision by the City Manager shall be final and binding unless, within five (5) business days from the date of delivery of the decision of the City Manager, appeal is made to the City Council in writing and delivered to the City Clerk, Robin L. Fenwick, MMC. The decision of the City Council shall be final and binding unless set aside by a court of competent jurisdiction as fraudulent, capricious, arbitrary, or so grossly erroneous as necessary to imply bad faith, or not to be supported by any evidence.

25. *Force Majeure*. Neither party shall be liable for any delay in performance or failure to perform any obligation hereunder if, and to the extent that, such failure or delay is caused by an event of Force Majeure. Force Majeure

shall mean any act, event or condition that is beyond the party's reasonable control, that materially and adversely affects the party's ability to perform its obligations hereunder, and that is not the result of the party's willful neglect, error, omission or failure to exercise reasonable due diligence.

26. *Controlling Law*. **THIS AGREEMENT CONTAINS IMPORTANT MATTERS AFFECTING LEGAL RIGHTS AND IS ACCEPTED AND ENTERED INTO IN FLORIDA AND ANY QUESTION REGARDING ITS VALIDITY, CONSTRUCTION, ENFORCEMENT, OR PERFORMANCE SHALL BE GOVERNED BY FLORIDA LAW. ANY LEGAL PROCEEDING ARISING FROM OR IN ANY WAY REGARDING THE AGREEMENT SHALL HAVE ITS VENUE LOCATED EXCLUSIVELY IN THE CIRCUIT COURT OF VOLUSIA COUNTY, FLORIDA, AND THE PARTIES HEREBY EXPRESSLY CONSENT AND SUBMIT THEMSELVES TO THE PERSONAL JURISDICTION AND VENUE OF THE COURT.**

27. *Compliance with Other Federal Standards.* In addition to other provisions required by the Federal agency or the City, the Contractor shall comply with 2 C.F.R. 200.318 through 200.327, and appendix II to Part 200 Title 2 thereof, and the contract provisions as required therein, all of which are attached hereto as **Composite Exhibit "3"** and made a part hereof by this reference. Contractor hereby acknowledges the receipt and that they have read and understood Composite Exhibit "3."

**Contractor Initials _____.**

28. *Additional Provisions*. This Contract includes all additional provisions as may have been outlined in written quotes and purchase orders and any attachments or exhibits to this Contract whether delivered herewith or subsequently approved as a part hereof, such as drawings or technical specifications prepared in the performance of this work. In the event of a conflict between any attachments or exhibits to this Contract, and this Contract, the language of this Contract shall control.

29. *Integration*. This Contract and the documents incorporated herein by reference shall constitute the whole agreement between the parties. There are no promises, terms, conditions, or obligations other than those contained herein, and this Contract shall supersede all previous communications, representations, or agreements, written or verbal, between the parties hereto.

30. *Notice*. For purposes of this agreement, notices shall be sent as follows:

City:
City of Port Orange
Attention: City Manager
1000 City Center Circle
Port Orange, Florida 32129
(386) 506-5501

Copy to:
City of Port Orange
Attention: Tim Burman, Community Development Director
1000 City Center Circle
Port Orange, Florida 32129
(386) 506-5674

Contractor:
Samsula Waste, Inc. d/b/a Samsula Demolition
Attention: Charles Y. McDonald, President
2455 Tomoka Farms Road
Port Orange, Florida 32168
(386) 423-6769 - Telephone
office@samsula.com - E-Mail

363 South State Road 415
New Smyrna Beach, Florida 32168

Any notice or other communication given under the Contract will be in writing and delivered by hand, sent by facsimile (provided acknowledgement of receipt thereof is delivered to the sender), sent by certified, registered mail, or sent by any nationally recognized overnight courier service to the addresses provided herein. The parties may, from time to time and at any time, change their respective addresses and each will have the right to specify as its address any other address by at least 10 days written notice to the other party.

31. *Contract Construction*

This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same instrument. The delivery by facsimile or e-mail of an executed copy of this Agreement shall be deemed valid as if an original signature was delivered. No contract shall be formed between Contractor and the City until the City signs this Agreement.

32. *Authority to Sign*. Each person signing this Agreement warrants that he or she is duly authorized to do so and to bind the respective party to the Agreement.

***[Remainder of this page intentionally left blank]***

Witnesses:

**SAMSULA WASTE, INC. d/b/a SAMSULA DEMOLITION**

_____

Printed Name:_____

_____

Printed Name:_____

By:_____

Charles Y. McDonald, President

*If this Contract is signed by an individual not identified as an Officer of the Entity in the records of the Florida Department of State, Division of Corporations, please provide written authorization for that individual to enter into contracts on behalf of the Entity.*

Date:_____

***Please note that at this time the City does not accept electronic/digital signatures. A wet signature is required for this document.***

**CITY OF PORT ORANGE**

By:_____
Scott Stiltner, Mayor

Date:_____

**ATTEST:**

By:_____
Robin L. Fenwick, MMC, City Clerk

Date:_____

# EXHIBIT "1"

## Contractor Schedule of Unit Pricing, Section 3 - Scope of Services, Addendum No. 1, and Addendum No. 2

Consisting of 8 Pages

**(ATTACHMENT 1) SCHEDULE OF UNIT PRICING**
**CITY OF PORT ORANGE**
**ITB #26-01**
**DEMOLITION CONTRACTOR SERVICES FOR FEDERALLY FUNDED PROJECTS**

**Completed (Attachment 1) Schedule of Unit Pricing MUST be included with Bid Submission**

Instruction to save Attachment from DemandStar website:
Perform "File Save As" and save spreadsheet to your computer. Fill in pricing in highlighted cells, preferably electronically.

**Bidders are required to complete all fields shaded in green. All other fields will be automatically calculated.**

**(ATTACHMENT 1) SCHEDULE OF UNIT PRICING MUST BE SIGNED**

| | |
|---|---|
| NAME OF BUSINESS: | Samaule Demolition |
| CONTACT PERSON: | Charles Y McDonald |
| EMAIL ADDRESS: | office@samauledemolition.com |
| AUTHORIZED SIGNATURE: | |

**ALL UNIT PRICING MUST BE IN ACCORDANCE WITH SPECIFICATIONS**

| ITEM # | ITEM DESCRIPTION | QTY | UNIT of MEASURE | UNIT PRICE | EXTENDED PRICE |
|---|---|---|---|---|---|
| 1 | DEMOLISH WOOD FRAME STRUCTURE - AS OUTLINED IN THE SCOPE OF WORK IN THE ITB | 1 | SQUARE FOOT | $ 4.67 - | $ 4.67 - |
| 2 | DEMOLISH CONCRETE BLOCK STRUCTURE - AS OUTLINED IN THE SCOPE OF WORK IN THE ITB | 1 | SQUARE FOOT | $ 4.17 - | $ 4.17 - |
| 3 | ASBESTOS SURVEY | 1 | LUMP SUM | | $1,966.50 - |
| 4 | ASBESTOS ABATEMENT | 1 | SQUARE FOOT | $ 6.99 - | $ 6.99 - |
| 5 | INSTALLATION OF SILT FENCE | 1 | LINEAR FOOT | $ 3.63 - | $ 3.63 - |
| 6 | CONCRETE AND/OR ASPHALT FLATWORK (SLABS, FOOTERS, FOUNDATIONS, DRIVEWAY, WALKWAYS, ETC.) | 1 | CUBIC YARD | $ 26.00 - | $ 26.00 - |
| 7 | DEMOLISH ADDITIONAL STRUCTURES (SHEDS, DETACHED GARAGES, OUTBUILDINGS, OUTSIDE FIRE P | 1 | SQUARE FOOT | $ 3.63 - | $ 3.63 - |
| 8 | SEPTIC TANK AND APPURTENANCES REMOVAL | 1 | LUMP SUM | | $ 1,667.00 - |
| 9 | SWIMMING POOL REMOVAL | 1 | LUMP SUM | | $ 3,312.00 |
| 10 | WELLS ON SITE - GROUTED (UNUSABLE) | 1 | LUMP SUM | | $ 2,590.00 - |
| 11 | LOADING, TRANSPORTING, AND DISPOSING OF DEMOLITION DEBRIS AT AN APPROVED LANDFILL (TONNAGE BASED ON INDIVIDUAL WEIGHT TICKETS FROM DISPOSAL SITE) | 1 | TON | $ 34.68 - | $ 34.68 - |
| | | 1 | CUBIC YARD | $ N/A - | $ N/A - |
| 12 | RESTORATION OF NATURAL GROUND AFTER REMOVAL OF ALL DEBRIS, APPURTENANCES, AND FOUNDATION. RESTORATION SHALL INCLUDE GRADE, FURNISH AND INSTALL RYE AND BAHIA SEED OR ANY SEASONAL MIX | 1 | SQUARE FOOT | $ 0.32 - | $ 0.32 - |
| 13 | FILL | 1 | CUBIC YARD | $ 23.00 - | $ 23.00 - |
| 14 | RAILROAD-TIE BRIDGE REMOVAL (SEE EXAMPLE IMAGE NEXT PAGE) | 1 | LUMP SUM | | $ 13,380.00 - |
| | | | | TOTAL | $23,022.59 |

** SEE BELOW**

**** NOTE:**

**The evaluation of submittal packages shall include all prices stated in the BID FORM above. However, to evaluate the prices bid for items without an estimated quantity the City will utilize evaluation scenarios stated below. These evaluation scenarios shall be added to the total prices bid. Purchasing will input the prices bid by each Bidder to determine the total price for each scenario. The evaluation scenarios to be used for evaluation purposes only are:**

**(1) SCENARIO #1**

**Demolish Wood Frame structure - 2,000 sq ft**
**Removal of all concrete flatwork - 100 cu yd**
**Silt fence installation - 600 LF**
**Loading, Transporting and Disposing - 2 Tons**
**Restore to natural grade with sod (Rye/Bahia or seasonal mix) - 5,000 sq ft**

**(2) SCENARIO #2**

**Demolish Concrete Block structure - 2,000 sq ft**
**Removal of all concrete flatwork - 100 cu yd**
**Silt fence installation - 600 LF**
**Loading, Transporting and Disposing - 2 Tons**
**Restore to natural grade and sod (Rye/Bahia or seasonal mix) - 5,000 sq ft**

| SCENARIOS | TOTAL COST |
|---|---|
| 1 - WOOD FRAME STRUCTURE | $ 14,967.00 |
| 2 - CONCRETE BLOCK STRUCTURE | $ 13,957.00 |







**REJECTION OF BIDS**
The City reserves the right to reject any and/or all bids when such rejection is in the best interest of the City.

**BIDS MAY BE REJECTED AND/OR BIDDER(S) DISQUALIFIED FOR THE FOLLOWING REASONS:**
(a) Failure to update the information on file including address, product, service or business descriptions.
(b) Failure to perform according to contract provisions.
(c) Conviction in a court of law of any criminal offense in connection with the conducting of business.
(d) Evidence of a violation of any federal or state antitrust law based on the submission of bids or proposals, or the awarding of contracts.
(e) Evidence that the Bidder has attempted to give a City employee a gratuity of any kind for the purpose of influencing a recommendation or decision in connection with any part of the City's purchasing activity.
(f) Other reasons deemed appropriate by the City.

**OWNERSHIP OF DOCUMENTS**
All documents resulting from this solicitation will become the sole property of the City of Port Orange. The Bidder must meet all requirements for retaining public records and transfer, at no cost, to the City all public records in the possession of the Bidder upon termination of this Agreement 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 in a format that is compatible with the information technology systems of the City.

**AMERICANS WITH DISABILITIES ACT (ADA)**
If you need special services provided under the Americans with Disabilities Act, contact the ADA Coordinator in our Human Resources office at 386-506-5560 at least 48 hours before the scheduled event.

**REQUIRED DOCUMENTS FOR AWARDED BIDDER**
The awarded Bidder shall return all the required post-award documents within 10 days after the issuance of the Notice of Intent to Award in order to execute the contract.

## SECTION 3 – SCOPE OF WORK

**SCOPE OF WORK:**

The City is soliciting demolition contractors to demolish various properties undergoing mitigation due to flooding. These mitigation projects may utilize federal, state and local funding. Federal funding typically comes from U.S Housing and Urban Development (HUD) Community Development Block Grant (CDBG) Entitlement and/or Disaster Recovery (DR) and the Department of Homeland Security (DHS) Federal Emergency Management Agency (FEMA). When federal funds are utilized all applicable federal rules and regulations must be followed, more particularly described in the Attachment No. 2 Scope of Work and Attachment No. 3 FEMA Compliance Regulations and Attachment No. 4 2CFR200 and Appendix II to 2CF200- Federal Procurement Regulations found on the City's webpage at www.port-orange.org/bids.aspx and DemandStar via their website at www.demandstar.com.

Expedited demolition services upon receipt of the contract award are expected by the City. Some grants have short timelines and require demolition to be completed in early July 2026. City demolition permits will be expedited, and demolition permit fees will be waived. Refer to Attachment 2 for a detailed scope of work.

CITY OF PORT ORANGE
PURCHASING DIVISION
1000 CITY CENTER CIRCLE
PORT ORANGE, FLORIDA 32129
TELEPHONE 386-506-5717
purchdiv@port-orange.org

# ADDENDUM # 1
## APRIL 23, 2026

## ITB #26-01 DEMOLITION SERVICES FOR FEDERALLY FUNDED PROJECTS

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**To All Bidders:**

The following changes, clarifications and additions are hereby made part of the bidding and specifications for the above referenced project and prepared by the City of Port Orange Purchasing Division as fully and completely as if the same were fully set forth therein. It is the sole responsibility of bidder to confirm that all addenda have been received prior to submitting bid and acknowledge such in the bid documents.

**A. CHANGES TO ITB DOCUMENT:**

None

**B. REVISIONS:**

**Attachment No. 2 Scope of Work has been revised and uploaded on DemandStar and the City's website. The Document is titled "REVISED Attachment No. 2 Scope of Work".**

**C. CLARIFICATIONS:**

None

**D. QUESTIONS AND ANSWERS:**

None

**In all other respects, except as specifically stated herein, the subject ITB #26-01 DEMOLITION SERVICES FOR FEDERALLY FUNDED PROJECTS remains the same.**

**END OF ADDENDUM #1**

Rita Cooper
Buyer
rcooper@port-orange.org

CITY OF PORT ORANGE
PURCHASING DIVISION
1000 CITY CENTER CIRCLE
PORT ORANGE, FLORIDA 32129
TELEPHONE 386-506-5717
purchdiv@port-orange.org

# ADDENDUM # 2
## MAY 8, 2026

## ITB #26-01 DEMOLITION SERVICES FOR FEDERALLY FUNDED PROJECTS

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**To All Bidders:**

The following changes, clarifications and additions are hereby made part of the bidding and specifications for the above referenced project and prepared by the City of Port Orange Purchasing Division as fully and completely as if the same were fully set forth therein. It is the sole responsibility of bidder to confirm that all addenda have been received prior to submitting bid and acknowledge such in the bid documents.

**A. CHANGES TO ITB DOCUMENT:**

None

**B. REVISIONS:**

**Please REFER to the REVISED ATTACHMENT 1 SCHEDULE OF UNIT PRICING.**

**C. CLARIFICATIONS:**

The fence and shed at 5899 Trailwood Drive are to be removed.
The fence and shed at 798 Sugar House Drive are to be removed.
The white vinyl fence at 893 Sugar House Drive is to remain in place.
The decorative wall with embedded wine bottles at 893 Sugar House Drive is to be removed.
Existing trees 6” in diameter or greater are to be protected.
Concrete driveways and aprons are to be removed to the edge of curb at 798 and 893 Sugar House Drive.
Asphalt driveways in their entirety are to be removed at 5899 Trailwood Drive.
Canal walls are to be protected at 5899 Trailwood Drive.
5899 Trailwood Drive bridge embankment is to be knocked down and regraded so as not to exceed 4:1 slope.

**D. QUESTIONS AND ANSWERS:**

**Question #1**

Can you confirm the maximum safe vehicular weight of the bridge to be removed, including documentation?

**Answer #1**

- Total Weight: 40,000 pounds (20 tons) or 18 metric tonnes.
- Axle Distribution:
  - Front Axle: 8,000 lbs (4 tons / 3.6 tonnes).
  - Rear Axle: 32,000 lbs (16 tons / 14.4 tonnes).
- Axle Spacing: Fixed at 14 feet (approx. 4.27 meters).
- Wheel Spacing: 6 feet center-to-center between wheels on the same axle

**Question #2**

We would like to request clarification on the requirements and process for obtaining the necessary Business Tax Receipts and contractor registrations for an out-of-state company. Specifically, we would appreciate guidance on the following:

- Whether registration as a foreign entity with the State of Florida (Sunbiz) is required prior to applying for a Business Tax Receipt
- Whether both Volusia County and City of Port Orange Business Tax Receipts are required
- The general application process and required documentation for each
- Whether this process can be initiated prior to contract award. We are seeking to ensure full compliance with all applicable local, county, and state requirements.

**Answer #2**

A City of Port Orange business tax receipt is only required if you have a home-based or commercial business location within Port Orange jurisdiction. This can be applied for online, through our portal, the link can be found below if needed. After you sign in, click on 'My Portal' and then 'Apply Online' where you can start filling out the application through our online system.
SmartGov Portal Link: https://ci-portorange-fl.smartgovcommunity.com/Public/Home

- To register as a contractor in our system, we require a copy of the current Certificate of Insurance, Worker's Compensation (or exemption), and the Business Tax Receipt for the business's primary jurisdiction.
- Sunbiz registration is typically required prior to business tax receipt approval, unless there is no DBA and business name is only the legal first and last name of the business owner.
- Volusia County no longer requires a separate business tax receipt, as of 2024.
- The business tax receipt application is available through our online portal, and we have our old paper applications available as well. For the documents, we require either the fictitious name registration, LLC, or articles of incorporation. If a state license is required for the business (contractor's are licensed through DBPR) we required a copy of the state license as well. If it is a commercial location, we require a floor plan showing where the exits are. If it is home-based we require proof of residency.

**Question #3**

If the house is on city sewer and water will the city be doing the disconnects or will the contractor?

**Answer #3**

The contractor will need to coordinate with Public Utilities. Public Utilities will turn off the water and remove the meter, but the contractor will need to remove the water and sewer laterals up to the point of connection to the city's system.

**Question #4**
Inside of the schedule of unit pricing, item #11. Is this to be applied to the total amount of debris (including trucking) leaving the jobsite?

**Answer #4**
This is only for restoration of the ground and does not include the price to remove or haul away the debris.

**Question #5**
Will you be requiring turbidity barrier during the removal of the bridge?

**Answer #5**
Yes

**Question #6**
Do you want the bridge pilings removed in their entirety?

**Answer #6**
Yes

**Question #7**
We would like to request clarification on the requirements and process for obtaining the necessary Business Tax Receipts and contractor registrations for an out-of-state company. Specifically, we would appreciate guidance on the following:

**Answer #7**

**Please note : A city of Port Orange business tax receipt is only required if you have a home-based or commercial business location within Port Orange jurisdiction. If you do not have a home-based or commercial business location within Port Orange none of the answers below apply.**

- Whether registration as a foreign entity with the State of Florida (Sunbiz) is required prior to applying for a Business Tax Receipt
  Answer: Sunbiz registration is typically required prior to business tax receipt approval, unless there is no DBA and business name is only the legal first and last name of the business owner.

- Whether both Volusia County and City of Port Orange Business Tax Receipts are required
  Answer: Volusia County no longer requires a separate business tax receipt, as of 2024.

- The general application process and required documentation for each
  Answer: Business Tax application process - This can be applied for online, through our portal, the link can be found below if needed. After you sign in, click on 'My Portal' and then 'Apply Online' where you can start filling out the application through our online system.
  SmartGov Portal Link: https://ci-portorange-fl.smartgovcommunity.com/Public/Home

  To register as a contractor in our system, we require a copy of the current Certificate of Insurance, Worker's Compensation (or exemption), and the Business Tax Receipt for the business's primary jurisdiction.

  The business tax receipt application is available through our online portal, and we have our old paper applications available as well. For the documents, we require either the fictitious name registration, LLC, or articles of incorporation. If a state license is required for the business (contractor's are licensed through DBPR) we required a copy of the state license as well. If it is a commercial location, we require a floor plan showing where the exits are. If it is home-based we require proof of residency.

- Whether this process can be initiated prior to contract award
  Answer – the process can be initiated prior to contract award

**Question #8**
Could you also clarify if out-of-state bidders may submit their current home-state Business Tax Receipt with the bid package?
**Answer #8**
Answer – Yes, out-of-state bidders may submit their current home-state Business Tax Receipt with the bid package

**Question #9**
I also just wanted to express some concern over the 2 scenarios provided if they are going to be used to evaluate bids. The concerning part is that they list 600 C.Y. of concrete flatwork. Every house that we walked during the walkthrough would be lucky to have 120 C.Y. of concrete debris a piece. This discrepancy has the ability to throw bids, that might otherwise be cheaper, out if they are higher on concrete removal. I would recommend that a more accurate amount of concrete debris be assumed to insure accurate bids.
**Answer #9**
Please refer to the Revised Attachment 1 Schedule of Unit Pricing

**Question #10**
Is this contract just for the demolition of the 3 properties that were visited on 4/27/26
**Answer #10**
This contract is for any demolition project that utilizes federal funding in the next 5 years.

**Question #11**
Seen no bid bond required is that true
**Answer #11**
A bid bond is required as stated in the Legal Notice to Bidders and in Section 6 of the ITB.

**Question #12**

Is there a budget for the demolition of the 3 homes or for them individually

**Answer #12**

The City has an established budget, but to ensure fair and competitive process, the City encourages bidders to provide their best value without aiming for a specific, pre-determined number.

**In all other respects, except as specifically stated herein, the subject ITB #26-01 DEMOLITION SERVICES FOR FEDERALLY FUNDED PROJECTS remains the same.**

**END OF ADDENDUM #2**

Rita Cooper
Buyer
rcooper@port-orange.org

# EXHIBIT "2"

## Payment and Performance Bond

Consisting of 4 Pages

**FRONT PAGE FOR BOND REQUIRED BY SECTION 255.05, F.S.**

# PAYMENT AND PERFORMANCE BOND

(Public Works)

Notice and Time Limitations Must Be In Accordance
With Section 255.05(2), (8) and (10), Florida Statutes

**BOND NO.** _____

---

**PRINCIPAL**:
Developer or Contractor: _____
Principal Business Address: _____
_____
Contact Person: _____
Phone Number: _____

---

**SURETY**: _____
Address: _____
_____
Contact Person: _____
Phone Number: _____

---

**OWNER**: City of Port Orange, Florida, a chartered municipal corporation
1000 City Center Circle
Port Orange, Florida 32129-4144
Contact Person: City Manager
Phone Number: (386) 506-5501

---

**Amount**: _____ **City Project Number:** _____

**Description of Work**: _____

**Project Location**: _____

**Legal Description**: _____

Front Page

All other pages are subsequent to this page regardless of any numbers that may be printed thereon.

Placeholder for Legal Description

_____

_____

Bond No._____

# COMBINATION PAYMENT AND PERFORMANCE BOND
# FOR
# PUBLIC CONSTRUCTION

*per Section 255.05, Florida Statutes*
Guaranty for Construction of Public Improvements

BY THIS BOND, We, **_____,** as Principal, and **_____**, a corporation, as Surety, are bound to **CITY OF PORT ORANGE, FLORIDA**, a Florida municipal corporation, herein called "Owner" or sometimes referred to as "City," in the sum of **_____ AND __/100 DOLLARS** (**$_____**), 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 terms of that certain _____ having an effective date of _____, 20__, entered into by and between the Principal and the City, for _____, hereinafter referred to as 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 (the "Work"); and

3. Pays Owner all losses, damages, delay damages (including contractually authorized liquidated damages), expenses, costs, and attorney's fees, including appellate proceedings, that Owner sustains because of a breach or material breach by Principal under the Contract documents; 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.

**Notice of Nonpayment and Time Limitations**

Any action instituted by a claimant under this bond for payment must be in accordance with the notice and time limitation provisions in Sections 255.05(2), (8) and (10), 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.

IN WITNESS WHEREOF, this performance and payment bond is executed and shall be deemed an original, this _____, day of _____, 20__.

Attest:

_____
(Principal)

_____
(As to Corporate Principal) Secretary

By:_____
Curtis Long, Vice President

_____
(Witness to Principal)

*(Corporate Seal)*

_____
(Surety)

_____
(Witness to Surety)

By:_____
Name:_____
(Attorney-in-Fact)

*(Corporate Seal)*

---

*NOTE:* ***Date of BOND must not be prior to date of Contract.*** *If Developer/Principal is Partnership, all partners should execute BOND. All BONDS signed by an agent must be accompanied by a certified copy of the authority to act.*

*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.

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# EXHIBIT "3"

## ITB 26-01 Federal Regulations and Contract Provisions

Consisting of 33 Pages

This content is from the eCFR and is authoritative but unofficial.

# Title 2 —Federal Financial Assistance
## Subtitle A —Office of Management and Budget Guidance for Federal Financial Assistance
## Chapter II —Office of Management and Budget Guidance
## Part 200 —Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
## Subpart D —Post Federal Award Requirements

**Authority:** 31 U.S.C. 503; 31 U.S.C. 6101-6106; 31 U.S.C. 6307; 31 U.S.C. 7501-7507.
**Source:** 89 FR 30136, Apr. 22, 2024, unless otherwise noted.

Procurement Standards

**§ 200.317** Procurements by States and Indian Tribes.
**§ 200.318** General procurement standards.
**§ 200.319** Competition.
**§ 200.320** Procurement methods.
**§ 200.321** Contracting with small businesses, minority businesses, women's business enterprises, veteran-owned businesses, and labor surplus area firms.
**§ 200.322** Domestic preferences for procurements.
**§ 200.323** Procurement of recovered materials.
**§ 200.324** Contract cost and price.
**§ 200.325** Federal agency or pass-through entity review.
**§ 200.326** Bonding requirements.
**§ 200.327** Contract provisions.

PROCUREMENT STANDARDS

## § 200.317 Procurements by States and Indian Tribes.

When conducting procurement transactions under a Federal award, a State or Indian Tribe must follow the same policies and procedures it uses for procurements with non-Federal funds. If such policies and procedures do not exist, States and Indian Tribes must follow the procurement standards in §§ 200.318 through 200.327. In addition to its own policies and procedures, a State or Indian Tribe must also comply with the following procurement standards: §§ 200.321, 200.322, 200.323, and 200.327. All other recipients and subrecipients, including subrecipients of a State or Indian Tribe, must follow the procurement standards in §§ 200.318 through 200.327.

## § 200.318 General procurement standards.

(a) ***Documented procurement procedures.*** The recipient or subrecipient must maintain and use documented procedures for procurement transactions under a Federal award or subaward, including for acquisition of property or services. These documented procurement procedures must be consistent with State, local, and tribal laws and regulations and the standards identified in §§ 200.317 through 200.327.

(b) ***Oversight of contractors.*** Recipients and subrecipients must maintain oversight to ensure that contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders. See also § 200.501(h).

(c) ***Conflicts of interest.***

(1) The recipient or subrecipient must maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award, and administration of contracts. No employee, officer, agent, or board member with a real or apparent conflict of interest may participate in the selection, award, or administration of a contract supported by the Federal award. A conflict of interest includes when the employee, officer, agent, or board member, any member of their immediate family, their partner, or an organization that employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from an entity considered for a contract. An employee, officer, agent, and board member of the recipient or subrecipient may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors. However, the recipient or subrecipient may set standards for situations where the financial interest is not substantial or a gift is an unsolicited item of nominal value. The recipient's or subrecipient's standards of conduct must also provide for disciplinary actions to be applied for violations by its employees, officers, agents, or board members.

(2) If the recipient or subrecipient has a parent, affiliate, or subsidiary organization that is not a State, local government, or Indian Tribe, the recipient or subrecipient must also maintain written standards of conduct covering organizational conflicts of interest. Organizational conflicts of interest mean that because of relationships with a parent company, affiliate, or subsidiary organization, the recipient or subrecipient is unable or appears to be unable to be impartial in conducting a procurement action involving a related organization.

(d) ***Avoidance of unnecessary or duplicative items.*** The recipient's or subrecipient's procedures must avoid the acquisition of unnecessary or duplicative items. Consideration should be given to consolidating or breaking out procurements to obtain a more economical purchase. When appropriate, an analysis should be made between leasing and purchasing property or equipment to determine the most economical approach.

(e) ***Procurement arrangements using strategic sourcing.*** When appropriate for the procurement or use of common or shared goods and services, recipients and subrecipients are encouraged to enter into State and local intergovernmental agreements or inter-entity agreements for procurement transactions. These or similar procurement arrangements using strategic sourcing may foster greater economy and efficiency. Documented procurement actions of this type (using strategic sourcing, shared services, and other similar procurement arrangements) will meet the competition requirements of this part.

(f) ***Use of excess and surplus Federal property.*** The recipient or subrecipient is encouraged to use excess and surplus Federal property instead of purchasing new equipment and property when it is feasible and reduces project costs.

(g) ***Use of value engineering clauses.*** When practical, the recipient or subrecipient is encouraged to use value engineering clauses in contracts for construction projects of sufficient size to offer reasonable opportunities for cost reductions. Value engineering means analyzing each contract item or task to ensure its essential function is provided at the overall lowest cost.

(h) ***Responsible contractors.*** The recipient or subrecipient must award contracts only to responsible contractors that possess the ability to perform successfully under the terms and conditions of a proposed contract. The recipient or subrecipient must consider contractor integrity, public policy

compliance, proper classification of employees (see the Fair Labor Standards Act, 29 U.S.C. 201, chapter 8), past performance record, and financial and technical resources when conducting a procurement transaction. See also § 200.214.

(i) ***Procurement records.*** The recipient or subrecipient must maintain records sufficient to detail the history of each procurement transaction. These records must include the rationale for the procurement method, contract type selection, contractor selection or rejection, and the basis for the contract price.

(j) ***Time-and-materials type contracts.***

(1) The recipient or subrecipient may use a time-and-materials type contract only after a determination that no other contract is suitable and if the contract includes a ceiling price that the contractor exceeds at its own risk. Time-and-materials type contract means a contract whose cost to a recipient or subrecipient is the sum of:

(i) The actual cost of materials; and

(ii) Direct labor hours charged at fixed hourly rates that reflect wages, general and administrative expenses, and profit.

(2) Because this formula generates an open-ended contract price, a time-and-materials contract provides no positive profit incentive to the contractor for cost control or labor efficiency. Therefore, each contract must set a ceiling price that the contractor exceeds at its own risk. Further, the recipient or subrecipient awarding such a contract must assert a high degree of oversight to obtain reasonable assurance that the contractor is using efficient methods and effective cost controls.

(k) ***Settlement of contractual and administrative issues.*** The recipient or subrecipient is responsible for the settlement of all contractual and administrative issues arising out of its procurement transactions. These issues include, but are not limited to, source evaluation, protests, disputes, and claims. These standards do not relieve the recipient or subrecipient of any contractual responsibilities under its contracts. The Federal agency will not substitute its judgment for that of the recipient or subrecipient unless the matter is primarily a Federal concern. The recipient or subrecipient must report violations of law to the Federal, State, or local authority with proper jurisdiction.

(l) ***Examples of labor and employment practices.***

(1) The procurement standards in this subpart do not prohibit recipients or subrecipients from:

(i) Using Project Labor Agreements (PLAs) or similar forms of pre-hire collective bargaining agreements;

(ii) Requiring construction contractors to use hiring preferences or goals for people residing in high-poverty areas, disadvantaged communities as defined by the Justice40 Initiative (see OMB Memorandum M-21-28), or high-unemployment census tracts within a region no smaller than the county where a federally funded construction project is located. The hiring preferences or goals should be consistent with the policies and procedures of the recipient or subrecipient, and must not prohibit interstate hiring;

(iii) Requiring a contractor to use hiring preferences or goals for individuals with barriers to employment (as defined in section 3 of the Workforce Innovation and Opportunity Act (29 U.S.C. 3102(24)), including women and people from underserved communities as defined by Executive Order 14091;

(iv) Using agreements intended to ensure uninterrupted delivery of services; using agreements intended to ensure community benefits; or

(v) Offering employees of a predecessor contractor rights of first refusal under a new contract.

(2) Recipients and subrecipients may use the practices listed in paragraph (1) if consistent with the U.S. Constitution, applicable Federal statutes and regulations, the objectives and purposes of the applicable Federal financial assistance program, and other requirements of this part.

## § 200.319 Competition.

(a) All procurement transactions under the Federal award must be conducted in a manner that provides full and open competition and is consistent with the standards of this section and § 200.320.

(b) To ensure objective contractor performance and eliminate unfair competitive advantage, contractors that develop or draft specifications, requirements, statements of work, or invitations for bids must be excluded from competing on those procurements.

(c) Examples of situations that may restrict competition include, but are not limited to:

(1) Placing unreasonable requirements on firms for them to qualify to do business;

(2) Requiring unnecessary experience and excessive bonding;

(3) Noncompetitive pricing practices between firms or between affiliated companies;

(4) Noncompetitive contracts to consultants that are on retainer contracts;

(5) Organizational conflicts of interest;

(6) Specifying only a “brand name” product instead of allowing “an equal” product to be offered and describing the performance or other relevant requirements of the procurement; and

(7) Any arbitrary action in the procurement process.

(d) The recipient or subrecipient must have written procedures for procurement transactions. These procedures must ensure that all solicitations:

(1) Are made in accordance with § 200.319(b);

(2) Incorporate a clear and accurate description of the technical requirements for the property, equipment, or service being procured. The description may include a statement of the qualitative nature of the property, equipment, or service to be procured. When necessary, the description must provide minimum essential characteristics and standards to which the property, equipment, or service must conform. Detailed product specifications should be avoided if at all possible. When it is impractical or uneconomical to clearly and accurately describe the technical requirements, a “brand name or equivalent” description of features may be used to provide procurement requirements. The specific features of the named brand must be clearly stated; and

(3) Identify any additional requirements which the offerors must fulfill and all other factors that will be used in evaluating bids or proposals.

(e) The recipient or subrecipient must ensure that all prequalified lists of persons, firms, or products used in procurement transactions are current and include enough qualified sources to ensure maximum open competition. When establishing or amending prequalified lists, the recipient or subrecipient must consider objective factors that evaluate price and cost to maximize competition. The recipient or subrecipient must not preclude potential bidders from qualifying during the solicitation period.

(f) To the extent consistent with established practices and legal requirements applicable to the recipient or subrecipient, this subpart does not prohibit recipients or subrecipients from developing written procedures for procurement transactions that incorporate a scoring mechanism that rewards bidders that commit to specific numbers and types of U.S. jobs, minimum compensation, benefits, on-the-job-training for employees making work products or providing services on a contract, and other worker protections. This subpart also does not prohibit recipients and subrecipients from making inquiries of bidders about these subjects and assessing the responses. Any scoring mechanism must be consistent with the U.S. Constitution, applicable Federal statutes and regulations, and the terms and conditions of the Federal award.

(g) Noncompetitive procurements can only be awarded in accordance with § 200.320(c).

## § 200.320 Procurement methods.

There are three types of procurement methods described in this section: informal procurement methods (for micro-purchases and simplified acquisitions); formal procurement methods (through sealed bids or proposals); and noncompetitive procurement methods. For any of these methods, the recipient or subrecipient must maintain and use documented procurement procedures, consistent with the standards of this section and §§ 200.317, 200.318, and 200.319.

(a) ***Informal procurement methods for small purchases.*** These procurement methods expedite the completion of transactions, minimize administrative burdens, and reduce costs. Informal procurement methods may be used when the value of the procurement transaction under the Federal award does not exceed the simplified acquisition threshold as defined in § 200.1. Recipients and subrecipients may also establish a lower threshold. Informal procurement methods include:

(1) ***Micro-purchases*** —

(i) ***Distribution.*** The aggregate amount of the procurement transaction does not exceed the micro-purchase threshold defined in § 200.1. To the extent practicable, the recipient or subrecipient should distribute micro-purchases equitably among qualified suppliers.

(ii) ***Micro-purchase awards.*** Micro-purchases may be awarded without soliciting competitive price or rate quotations if the recipient or subrecipient considers the price reasonable based on research, experience, purchase history, or other information; and maintains documents to support its conclusion. Purchase cards may be used as a method of payment for micro-purchases.

(iii) ***Micro-purchase thresholds.*** The recipient or subrecipient is responsible for determining and documenting an appropriate micro-purchase threshold based on internal controls, an evaluation of risk, and its documented procurement procedures. The micro-purchase threshold used by the recipient or subrecipient must be authorized or not prohibited under State, local, or tribal laws or regulations. The recipient or subrecipient may establish a threshold higher than the Federal threshold established in the Federal Acquisition Regulations (FAR) in accordance with paragraphs (a)(1)(iv) and (v) of this section.

(iv) ***Recipient or subrecipient increase to the micro-purchase threshold up to $50,000.*** The recipient or subrecipient may establish a threshold higher than the micro-purchase threshold identified in the FAR in accordance with the requirements of this section. The recipient or subrecipient may self-certify a threshold up to $50,000 on an annual basis and must maintain documentation to be made available to the Federal agency or pass-through entity and auditors in accordance with § 200.334. The self-certification must include a justification, clear identification of the threshold, and supporting documentation of any of the following:

(A) A qualification as a low-risk auditee, in accordance with the criteria in § 200.520 for the most recent audit;

(B) An annual internal institutional risk assessment to identify, mitigate, and manage financial risks; or,

(C) For public institutions, a higher threshold is consistent with State law.

(v) ***Recipient or subrecipient increase to the micro-purchase threshold over $50,000.*** Micro-purchase thresholds higher than $50,000 must be approved by the cognizant agency for indirect costs. The recipient or subrecipient must submit a request that includes the requirements in paragraph (a)(1)(iv) of this section. The increased threshold is valid until any factor that was relied on in the establishment and rationale of the threshold changes.

(2) ***Simplified acquisitions*** —

(i) ***Simplified acquisition procedures.*** The aggregate dollar amount of the procurement transaction is higher than the micro-purchase threshold but does not exceed the simplified acquisition threshold. If simplified acquisition procedures are used, price or rate quotations must be obtained from an adequate number of qualified sources. Unless specified by the Federal agency, the recipient or subrecipient may exercise judgment in determining what number is adequate.

(ii) ***Simplified acquisition thresholds.*** The recipient or subrecipient is responsible for determining an appropriate simplified acquisition threshold based on internal controls, an evaluation of risk, and its documented procurement procedures, which may be lower than, but must not exceed, the threshold established in the FAR.

(b) ***Formal procurement methods.*** Formal procurement methods are required when the value of the procurement transaction under a Federal award exceeds the simplified acquisition threshold of the recipient or subrecipient. Formal procurement methods are competitive and require public notice. The following formal methods of procurement are used for procurement transactions above the simplified acquisition threshold determined by the recipient or subrecipient in accordance with paragraph (a)(2)(ii) of this section:

(1) ***Sealed bids.*** This is a procurement method in which bids are publicly solicited through an invitation and a firm fixed-price contract (lump sum or unit price) is awarded to the responsible bidder whose bid conforms with all the material terms and conditions of the invitation and is the lowest in price. The sealed bids procurement method is preferred for procuring construction services.

(i) For sealed bidding to be feasible, the following conditions should be present:

(A) A complete, adequate, and realistic specification or purchase description is available;

(B) Two or more responsible bidders have been identified as willing and able to compete effectively for the business; and

(C) The procurement lends itself to a firm-fixed-price contract, and the selection of the successful bidder can be made principally based on price.

(ii) If sealed bids are used, the following requirements apply:

(A) Bids must be solicited from an adequate number of qualified sources, providing them with sufficient response time prior to the date set for opening the bids. Unless specified by the Federal agency, the recipient or subrecipient may exercise judgment in determining what number is adequate. For local governments, the invitation for bids must be publicly advertised.

(B) The invitation for bids must define the items or services with specific information, including any required specifications, for the bidder to properly respond;

(C) All bids will be opened at the time and place prescribed in the invitation for bids. For local governments, the bids must be opened publicly.

(D) A firm-fixed-price contract is awarded in writing to the lowest responsive bid and responsible bidder. When specified in the invitation for bids, factors such as discounts, transportation cost, and life-cycle costs must be considered in determining which bid is the lowest. Payment discounts must only be used to determine the low bid when the recipient or subrecipient determines they are a valid factor based on prior experience.

(E) The recipient or subrecipient must document and provide a justification for all bids it rejects.

(2) ***Proposals.*** This is a procurement method used when conditions are not appropriate for using sealed bids. This procurement method may result in either a fixed-price or cost-reimbursement contract. They are awarded in accordance with the following requirements:

(i) Requests for proposals require public notice, and all evaluation factors and their relative importance must be identified. Proposals must be solicited from multiple qualified entities. To the maximum extent practicable, any proposals submitted in response to the public notice must be considered.

(ii) The recipient or subrecipient must have written procedures for conducting technical evaluations and making selections.

(iii) Contracts must be awarded to the responsible offeror whose proposal is most advantageous to the recipient or subrecipient considering price and other factors; and

(iv) The recipient or subrecipient may use competitive proposal procedures for qualifications-based procurement of architectural/engineering (A/E) professional services whereby the offeror's qualifications are evaluated, and the most qualified offeror is selected, subject to negotiation of fair and reasonable compensation. The method, where the price is not used as a selection factor, can only be used to procure architectural/engineering (A/E) professional services. The method may not be used to purchase other services provided by A/E firms that are a potential source to perform the proposed effort.

(c) ***Noncompetitive procurement.*** There are specific circumstances in which the recipient or subrecipient may use a noncompetitive procurement method. The noncompetitive procurement method may only be used if one of the following circumstances applies:

(1) The aggregate amount of the procurement transaction does not exceed the micro-purchase threshold (see paragraph (a)(1) of this section);

(2) The procurement transaction can only be fulfilled by a single source;

(3) The public exigency or emergency for the requirement will not permit a delay resulting from providing public notice of a competitive solicitation;

(4) The recipient or subrecipient requests in writing to use a noncompetitive procurement method, and the Federal agency or pass-through entity provides written approval; or

(5) After soliciting several sources, competition is determined inadequate.

## § 200.321 Contracting with small businesses, minority businesses, women's business enterprises, veteran-owned businesses, and labor surplus area firms.

(a) When possible, the recipient or subrecipient should ensure that small businesses, minority businesses, women's business enterprises, veteran-owned businesses, and labor surplus area firms (See U.S. Department of Labor's list) are considered as set forth below.

(b) Such consideration means:

(1) These business types are included on solicitation lists;

(2) These business types are solicited whenever they are deemed eligible as potential sources;

(3) Dividing procurement transactions into separate procurements to permit maximum participation by these business types;

(4) Establishing delivery schedules (for example, the percentage of an order to be delivered by a given date of each month) that encourage participation by these business types;

(5) Utilizing organizations such as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and

(6) Requiring a contractor under a Federal award to apply this section to subcontracts.

## § 200.322 Domestic preferences for procurements.

(a) The recipient or subrecipient should, to the greatest extent practicable and consistent with law, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards, contracts, and purchase orders under Federal awards.

(b) For purposes of this section:

(1) “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

(c) Federal agencies providing Federal financial assistance for infrastructure projects must implement the Buy America preferences set forth in 2 CFR part 184.

## § 200.323 Procurement of recovered materials.

(a) A recipient or subrecipient that is a State agency or agency of a political subdivision of a State and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976 as amended, 42 U.S.C. 6962. The requirements of Section 6002 include procuring only items designated in the guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

(b) The recipient or subrecipient should, to the greatest extent practicable and consistent with law, purchase, acquire, or use products and services that can be reused, refurbished, or recycled; contain recycled content, are biobased, or are energy and water efficient; and are sustainable. This may include purchasing compostable items and other products and services that reduce the use of single-use plastic products. See Executive Order 14057, section 101, Policy.

## § 200.324 Contract cost and price.

(a) The recipient or subrecipient must perform a cost or price analysis for every procurement transaction, including contract modifications, in excess of the simplified acquisition threshold. The method and degree of analysis conducted depend on the facts surrounding the particular procurement transaction. For example, the recipient or subrecipient should consider potential workforce impacts in their analysis if the procurement transaction will displace public sector employees. However, as a starting point, the recipient or subrecipient must make independent estimates before receiving bids or proposals.

(b) Costs or prices based on estimated costs for contracts under the Federal award are allowable only to the extent that the costs incurred or cost estimates included in negotiated prices would be allowable for the recipient or subrecipient under subpart E of this part. The recipient or subrecipient may reference its own cost principles as long as they comply with subpart E of this part.

(c) The recipient or subrecipient must not use the "cost plus a percentage of cost" and "percentage of construction costs" methods of contracting.

## § 200.325 Federal agency or pass-through entity review.

(a) The Federal agency or pass-through entity may review the technical specifications of proposed procurements under the Federal award if the Federal agency or pass-through entity believes the review is needed to ensure that the item or service specified is the one being proposed for acquisition. The recipient or subrecipient must submit the technical specifications of proposed procurements when requested by the Federal agency or pass-through entity. This review should take place prior to the time the specifications are incorporated into a solicitation document. When the recipient or subrecipient desires to

accomplish the review after a solicitation has been developed, the Federal agency or pass-through entity may still review the specifications. In those cases, the review should be limited to the technical aspects of the proposed purchase.

(b) When requested, the recipient or subrecipient must provide procurement documents (such as requests for proposals, invitations for bids, or independent cost estimates) to the Federal agency or pass-through entity for pre-procurement review. The Federal agency or pass-through entity may conduct a pre-procurement review when:

(1) The recipient's or subrecipient's procurement procedures or operation fails to comply with the procurement standards in this part;

(2) The procurement is expected to exceed the simplified acquisition threshold and is to be awarded without competition, or only one bid is expected to be received in response to a solicitation;

(3) The procurement is expected to exceed the simplified acquisition threshold and specifies a “brand name” product;

(4) The procurement is expected to exceed the simplified acquisition threshold, and a sealed bid procurement is to be awarded to an entity other than the apparent low bidder; or

(5) A proposed contract modification changes the scope of a contract or increases the contract amount by more than the simplified acquisition threshold.

(c) The recipient or subrecipient is exempt from the pre-procurement review in paragraph (b) of this section if the Federal agency or pass-through entity determines that its procurement systems comply with the standards of this part.

(1) The recipient or subrecipient may request that the Federal agency or pass-through entity review its procurement system to determine whether it meets these standards for its system to be certified. Generally, these reviews must occur where there is continuous high-dollar funding and third-party contracts are awarded regularly.

(2) The recipient or subrecipient may self-certify its procurement system. However, self-certification does not limit the Federal agency's or pass-through entity's right to review the system. Under a self-certification procedure, the Federal agency or pass-through entity may rely on written assurances from the recipient or subrecipient that it is complying with the standards of this part. The recipient or subrecipient must cite specific policies, procedures, regulations, or standards as complying with these requirements and have its system available for review.

## § 200.326 Bonding requirements.

The Federal agency or pass-through entity may accept the recipient's or subrecipient's bonding policy and requirements for construction or facility improvement contracts or subcontracts exceeding the simplified acquisition threshold. Before doing so, the Federal agency or pass-through entity must determine that the Federal interest is adequately protected. If such a determination has not been made, the minimum requirements must be as follows:

(a) A bid guarantee from each bidder equivalent to five percent of the bid price. The bid guarantee must consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of the bid, execute any required contractual documents within the specified timeframe.

(b) A performance bond on the contractor's part for 100 percent of the contract price. A performance bond is a bond executed in connection with a contract to secure the fulfillment of all the contractor's requirements under a contract.

(c) A payment bond on the contractor's part for 100 percent of the contract price. A payment bond is a bond executed in connection with a contract to assure payment as required by the law of all persons supplying labor and material in the execution of the work provided for under a contract.

## § 200.327 Contract provisions.

The recipient's or subrecipient's contracts must contain the applicable provisions described in Appendix II of this part.

This content is from the eCFR and is authoritative but unofficial.

# Title 2 —Federal Financial Assistance
## Subtitle A —Office of Management and Budget Guidance for Federal Financial Assistance
## Chapter II —Office of Management and Budget Guidance
## Part 200 —Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards

**Authority:** 31 U.S.C. 503; 31 U.S.C. 6101-6106; 31 U.S.C. 6307; 31 U.S.C. 7501-7507.
**Source:** 89 FR 30136, Apr. 22, 2024, unless otherwise noted.

## 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, 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 § 200.323.

(K) See § 200.216.

(L) See § 200.322.

*[78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75888, Dec. 19, 2014; 85 FR 49577, Aug. 13, 2020]*

# EXHIBIT "3"

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the City under the Federal award must contain provisions covering the following, as applicable and as required by 2 C.F.R. 200.327:

(a) Remedies. The administrative, contractual, and legal remedies in instances where the Contractor violates or breaches the terms and conditions contained herein shall be in accordance with Paragraph 8 of the Contract.

(b) Termination for Cause. Termination for cause, including how it will be carried out and basis of settlement, shall be in accordance with Paragraph 8 of the Contract.

(b) Termination for Convenience. Termination for convenience by the City, including how it will be carried out and the basis for settlement shall be in accordance with Paragraph 6 of the Contract.

(c) Termination for Non-Appropriation of Funds.

(i) If funds are not appropriated for any succeeding fiscal years subsequent to the one in which this contract is entered into, for the purpose of this Contract, then the City may terminate this Contract upon thirty (30) days prior written notice to the Contractor. Should termination be accomplished in accordance with this Section, the City shall be liable only for payments due through the date of termination.

(ii) The City agrees that should it terminate in accordance with this Section, it shall not obtain services which are substantially equal to or similar to those for which this contract was entered into. This provision shall survive any termination of the Contract.

(d) Equal Employment Opportunity: During the performance of this Contract, the Contractor agrees as follows:

(1) Standard. Except as otherwise provided under 41 C.F.R. Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. § 60- 1.4(b), in accordance with Executive Order 11246**,** *Equal Employment Opportunity* (30 Fed. Reg. 12319, 12935, 3 C.F.R. 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 C.F.R. Part 60 (Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor). See 2 C.F.R. Part 200, Appendix II(C).

(2) Key Definitions.

i. Federally Assisted Construction Contract. The regulation at 41 C.F.R. § 60-1.3 defines a "federally assisted construction contract" as any agreement or modification thereof between any applicant and a person for construction work which is paid for in whole or in part with funds obtained from the Government or borrowed on the credit of the Government pursuant to any Federal program involving a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, or any application or modification thereof approved by the Government for a grant, contract, loan, insurance, or guarantee under which the applicant itself participates in the construction work.

ii. Construction Work. The regulation at 41 C.F.R. § 60-1.3 defines “construction work” as the construction, rehabilitation, alteration, conversion, extension, demolition or repair of buildings, highways, or other changes or improvements to real property, including facilities providing utility services. The term also includes supervision, inspection, and other onsite functions incidental to the actual construction.

(3) Pursuant to 41 C.F.R. Part 60-1.4(b), the Contractor agrees to comply with the following:

i. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

ii. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

iii. The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

iv. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

v. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

vi. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

vii. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

viii. The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

> The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

(e) Davis-Bacon Act: **If applicable to this Contract**, the Contractor agrees to comply with all provisions of the Davis Bacon Act as amended (40 U.S.C. 3141- 3144, and 3146-3148) and the requirements of 29C.F.R. pt. 5 as may be applicable. Contractor is 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, Contractor must be required to pay wages not less than once a week. This Contract is conditioned upon the acceptance of the Department of Labor Wage Determination. **The Davis-Bacon Act only applies to the Emergency Management Preparedness Grant Program, Homeland Security Grant Program, Nonprofit Security Grant Program, Tribal Homeland Security Grant Program, Port Security Grant Program, and Transit Security Grant Program. It DOES NOT apply to other FEMA grant and cooperative agreement programs, including the Public Assistance Program.** In situations where the Davis-Bacon Act does not apply, neither does the Copeland "Anti-Kickback" Act.

When required by the federal program legislation, prime construction contracts over $2,000 awarded by the City require the Contractor to comply with the following provisions from 29 C.F.R. § 5.5(a)(1)-(10), and Contractor must include these provisions in full in any subcontracts:

> 29 C.F.R. § 5.5 Contract provisions and related matters.
> (a) The Agency head shall cause or require the contracting officer to insert in full in any contract in excess of $2,000 which is entered into for the actual construction, alteration and/or repair, including painting and decorating, of a public building or public work, or building or work financed in whole or in part from Federal funds or in accordance with guarantees of a Federal agency or financed from funds obtained by pledge of any contract of a Federal agency to make a loan, grant or annual contribution (except where a different meaning is expressly indicated), and which is subject to the labor standards provisions of any of the acts listed in § 5.1, the following clauses (or any modifications thereof to meet the particular needs of the agency, *Provided*, That such modifications are first approved by the Department of Labor):
> (1) Minimum wages.

(i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the Contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis–Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in § 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein:

*Provided*, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a)(1)(ii) of this section) and the Davis–Bacon poster (WH–1321) shall be posted at all times by the Contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii)

(A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, U.S.

Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30–day period that additional time is necessary.

(C) In the event the Contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30–day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii)(B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the Contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the Contractor does not make payments to a trustee or other third person, the Contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *Provided*, That the Secretary of Labor has found, upon the written request of the Contractor, that the applicable standards of the Davis–Bacon Act have been met. The Secretary of Labor may require the Contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(2) Withholding.

The (write in name of Federal Agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the Contractor under this contract or any other Federal contract with the same prime Contractor, or any other federally-assisted contract subject to Davis–Bacon prevailing wage requirements, which is held by the same prime Contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the Contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, the (Agency) may, after written notice to the Contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(3) Payrolls and basic records.

(i) Payrolls and basic records relating thereto shall be maintained by the Contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis–Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a) (1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis–Bacon Act, the Contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.
(ii)
(A) The Contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the (write in name of appropriate federal agency) if the agency is a party to the contract, but if the agency is not such a party, the Contractor will submit the payrolls to the applicant, sponsor, or owner, as the case may be, for transmission to the (write in name of agency). The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH–347 is available for this purpose from the Wage and Hour Division Web site at http://www.dol.gov/esa/whd/forms/wh347instr.htm or its successor site. The prime Contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the (write in name of appropriate federal agency) if the agency is a party to the contract, but if the agency is not such a party, the Contractor will submit them to the applicant, sponsor, or owner, as the case may be, for transmission to the (write in name of agency), the Contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime Contractor to require a subcontractor to provide addresses and social security numbers to the prime Contractor for its own records, without weekly

submission to the sponsoring government agency (or the applicant, sponsor, or owner).
(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the Contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:
(1) That the payroll for the payroll period contains the information required to be provided under § 5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under § 5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;
(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;
(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or
cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.
(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH– 347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii) (B) of this section.
(D) The falsification of any of the above certifications may subject the Contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.
(iii) The Contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the (write the name of the agency) or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the Contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the Contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(4) Apprentices and trainees.
(i) Apprentices.
Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who

has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the Contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a Contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the Contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the Contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees.

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the

Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the Contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity.

The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

(5) Compliance with Copeland Act requirements.

The Contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

(6) Subcontracts.

The Contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a) (1) through (10) and such other clauses as the (write in the name of the Federal agency) may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

(7) Contract termination: debarment.

A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a Contractor and a subcontractor as provided in 29 CFR 5.12.

(8) Compliance with Davis–Bacon and Related Act requirements.

All rulings and interpretations of the Davis–Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

(9) Disputes concerning labor standards.

Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the Contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

(10) Certification of eligibility.

(i) By entering into this contract, the Contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the Contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis–Bacon Act or 29 CFR 5.12(a)(1)."

(e) Copeland Anti Kick Back Act: Compliance with the Copeland "Anti-Kickback" Act. This requirement applies to all contracts for construction or repair work above $2,000 in situations where the Davis-Bacon Act also applies**. It DOES NOT apply to the FEMA Public Assistance Program.**

(i) Contractor. The Contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. Part 3 as may be applicable, which are incorporated by reference into this contract.

(ii) Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clause above, and also a clause requiring the subcontractors to include the clause in any lower tier subcontracts. The prime Contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor the contract clause.

(iii) Breach. A breach of the Contract clauses above may be grounds for termination of the Contract, and for debarment as a Contractor and subcontractor as provided in 29 C.F.R. § 5.12.

(f) Contract Work Hours and Safety Standards Act:

**For all contracts over $100,000** that involve the employment of mechanics, laborers, and construction work:

(i) Compliance with the Contract Work Hours and Safety Standards Act. If applicable per the standard described above, Contractor shall comply with the following provisions from 29 C.F.R. § 5.5(b)(1)-(4), hereinbelow, and furthermore, Contractor shall include these provisions, in full, into any subcontracts.

(1) *Overtime requirements.* No Contractor or subcontractor contracting for any part of the Contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) *Violation; liability for unpaid wages; liquidated damages.* In the event of any violation of the clause set forth in paragraph (1) of this section the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of $27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

(3) *Withholding for unpaid wages and liquidated damages.* The City shall upon its own action or upon written request of an authorized representative of the

Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any other federal contract with the same prime Contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

(4) *Subcontracts.* The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

(ii) Further Compliance with the Contract Work Hours and Safety Standards Act.

In addition to the clauses contained in subparagraphs (i)(1) thru (4), hereinabove, in any applicable contract subject only to the *Contract Work Hours and Safety Standards Act* and not to any of the other statutes cited in 29 C.F.R. § 5.1, the Contractor shall comply with the following provisions and insert the same in any applicable contracts with subcontractors:

(1) The Contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the Contract for all laborers and mechanics, including guards and watchmen, working on the Contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid.

(2) Records to be maintained under this provision shall be made available by the Contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the Department of Homeland Security, the Federal Emergency Management Agency, and the Department of Labor, and the Contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

(g) Rights to Inventions Made Under a Contract or Agreement.

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. **This requirement applies**

**to "funding agreements," but it DOES NOT apply to the Public Assistance, Hazard Mitigation Grant Program, Fire Management Assistance Grant Program, Crisis Counseling Assistance and Training Grant Program, Disaster Case Management Grant Program, and Federal Assistance to Individuals and Households – Other Needs Assistance Grant Program, as FEMA awards under these programs do not meet the definition of "funding agreement."**

(h) Clean Air Act (42 U.S.C. 7401–7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251– 1387) as amended.

For contracts exceeding $150,000.00, the following provisions apply:

**Clean Air Act**

(1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

(2) The Contractor agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the Federal awarding agency and the Regional Office of the Environmental Protection Agency.

(3) The Contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with federal assistance provided by Federal Awarding Agency.

**Federal Water Pollution Control Act**

(1) The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 et seq.

(2) The Contractor agrees to report each violation as required to assure notification to the Federal Awarding Agency, and the appropriate Environmental Protection Agency Regional Office.

(3) The Contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with federal assistance provided by Federal Awarding Agency.

(i) Suspension and Debarment. Federal regulations restrict the City from contracting with parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs and activities, where the contract is funded in whole or in part with federal funds. Accordingly, a contract or subcontract must not be made with any parties listed on the SAM Exclusions list. SAM Exclusions is the list maintained by the General Services Administration that contains the name of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under certain statutory or regulatory authority. Contractor can verify its status and the status of its principals, affiliates, and subcontractors at www.SAM.gov.

(1) This Contract is a covered transaction for purposes of 2 C.F.R. Part 180 and 2 C.F.R. Part 3000. As such, the Contractor is required to verify that none of the Contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) The Contractor must comply with 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3) This certification, included in the solicitation referenced hereinabove and made a part

hereof by this reference, is a material representation of fact relied upon by City. If it is later determined that the Contractor did not comply with 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C, in addition to remedies available to City, the federal government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The Contractor agrees to comply with the requirements of 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The Contractor further agrees to include a provision requiring such compliance in its lower-tier covered transactions.

(j) Byrd Anti-Lobbying Amendment 31 U.S.C. § 1352 (as amended): Contractors who apply or bid for an award of more than $100,000 shall file the required certification. Each tier certifies to the tier above that it will not and has not used federally 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 shall 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 recipient who in turn will forward the certification(s) to the federal awarding agency.

**Required Certification:** If applicable, the Contractor must sign and submit with this Agreement the following certification, *APPENDIX A, 44 C.F.R. PART 18 – Certification Regarding Lobbying*, included in the solicitation and made a part hereof by reference.

(k) Procurement of Recovered Materials: Requirements: The requirements of Section 6002 include procuring only items designated in guidelines of the EPA at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired by the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

(1) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired.
   (i) Competitively within a timeframe providing for compliance with the contract performance schedule;
   (ii) Meeting contract performance requirements; or
   (iii) At a reasonable price.

(2) Information about this requirement, along with the list of EPA- designated items, is available at EPA's Comprehensive Procurement Guidelines website, https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program.

(3) The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

(l) Prohibition on Contracting for Covered Telecommunications Equipment or Services.

If applicable to the Federal awarding agency requirements:

(1) *Definitions.* As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim), as used in this clause.

(2) *Prohibitions.*

(i) Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug.13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.

(ii) Unless an exception in paragraph (iii) of this clause applies, the Contractor and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:

a. Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

b. Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

c. Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or

d Provide, as part of its performance of this Contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

*(3) Exceptions.*

(i) This clause does not prohibit Contractors from providing—

a. A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

b. Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(ii) By necessary implication and regulation, the prohibitions also do not apply to:

a. Covered telecommunications equipment or services that:

1. Are *not used* as a substantial or essential component of any system; *and*

2. Are *not used* as critical technology of any system.

b. Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

(4) *Reporting requirement*.

(i) In the event the Contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the Contractor is notified of such by a subcontractor at any tier or by any other source, the Contractor shall report the information in paragraph (iv)(2) of this clause to the recipient or subrecipient, unless elsewhere in this Contract are established procedures for reporting the information.

(ii) The Contractor shall report the following information pursuant to paragraph (iv)(1) of this clause:

a. Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

b. Within 10 business days of submitting the information in paragraph (iv)(2)(a) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the Contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(5) *Subcontracts.* The Contractor shall insert the substance of this clause, including this paragraph (5), in all subcontracts and other contractual instruments.

(m) Domestic Preference for Procurements. As appropriate, and to the extent consistent with law, the Contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products. For purposes of this clause:

*Produced in the United States* means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

*Manufactured products* mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

(n) Access to Records and Reports:

(1) The Contractor agrees to provide City, any pass-through entity, the State of Florida and the Recipient (if applicable), the Federal Awarding Agency Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this Contract for the purposes of making audits, examinations, excerpts, and transcriptions.

(2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(3) The Contractor agrees to provide the Federal Awarding Agency Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

(4) In compliance with the Disaster Recovery Act of 2018, the Federal Awarding Agency Administrator or his authorized representatives and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

(o) Changes. To be allowable under the Federal agency award or cooperative agreement award, the cost of any contract change, modification, amendment, addendum, change order, or constructive change must be necessary, allocable, within the scope of the grant or cooperative agreement, reasonable for the scope of work, and otherwise allowable. This Contract addresses any potential requests for modifications or changes to the Contract terms as contained therein.

(p) Federal Awarding Agency Seal, LOGO, and Flags. The Contractor shall not use the Federal Awarding Agency seal(s), logos, crests, or reproductions of flags or likenesses of said agency officials without specific agency pre-approval. The Contractor shall include in this provision in any subcontracts.

(q) Compliance with Federal Laws, Regulations and Executive Orders and Acknowledgement of Federal Funding. This is an acknowledgment that Federal Award financial assistance will be used to fund all or a portion of the Contract. The Contractor will comply with all applicable federal law, regulations, and Executive Orders, Federal Awarding Agency policies, procedures, and directives. The Contractor shall comply with all uniform administrative requirements, cost principles, and audit requirements for federal awards. Contractor shall ensure that all subcontracts comply with the same.

(r) No Obligation by Federal Government. The Federal Government is not a party to this Contract and is not subject to any obligations or liabilities to the City, Contractor, or any other party pertaining to any matter resulting from the Contract.

(s) Program Fraud and False or Fraudulent or Related Acts. The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractors' actions pertaining to this Contract.

(t) Affirmative Socioeconomic Steps. If subcontracts are to be let, the prime Contractor is required to take all necessary steps identified in 2 C.F.R. § 200.321(b)(1)-(5) to ensure that small and minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

(u) Copyright and Data Rights. License and Delivery of Works Subject to Copyright and Data Rights. The Contractor grants to the City, a paid-up, royalty-free, nonexclusive, irrevocable, worldwide license

in data first produced in the performance of this Contract to reproduce, publish, or otherwise use, including prepare derivative works, distribute copies to the public, and perform publicly and display publicly such data. For data required by the contract but not first produced in the performance of this Contract, the Contractor will identify such data and grant to the City or acquires on its behalf a license of the same scope as for data first produced in the performance of this Contract. Data, as used herein, shall include any work subject to copyright under 17 U.S.C. § 102, for example, any written reports or literary works, software and/or source code, music, choreography, pictures or images, graphics, sculptures, videos, motion pictures or other audiovisual works, sound and/or video recordings, and architectural works. Upon or before the completion of this Contract, the Contractor will deliver to the City data first produced in the performance of this contract and data required by the contract but not first produced in the performance of this contract in formats acceptable by the City.

(v) Drug Free Workplace Requirements: Drug-free workplace requirements in accordance with Drug Free Workplace Act of 1988 (Pub l 100-690, Title V, Subtitle D). All Contractors entering into Federal funded contracts over $100,000 must comply with Federal Drug Free workplace requirements as Drug-Free Workplace Act of 1988. The Contractor shall comply with this requirement.

(w) Mandatory Disclosures: The Contractor must disclose in writing all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award.

(x) Record Retention: Contractor will retain all required records pertinent to this contract for a period of five years pursuant to 2 C.F.R. §200.334 and retained in compliance with 2 C.F.R. §200.334. This provision is supplemental to other provisions in this Agreement.

(y) Federal Changes: Contractor shall comply with all applicable Federal agency regulations, policies, procedures, and directives, including without limitation those listed directly or by reference, as they may be amended or promulgated from time to time during the term of the Contract.

(z) Safeguarding Personal Identifiable Information: Contractor will take reasonable measures to safeguard protected personally identifiable information and other information designated as sensitive by the awarding agency or is considered sensitive consistent with applicable Federal, State and/or local laws regarding privacy and obligations of confidentiality.

(aa) Build America, Buy America Act. If applicable to this Contract, the Contractor shall comply with Build America, Buy America Act ("BABAA"), as part of the Infrastructure Investment and Jobs Act ("IIJA") (Pub. L. 117-58) and BABA provisions of the Act, 41 U.S.C. 8301, unless covered by a waiver.

Contractors and their subcontractors who apply or bid for an award for an infrastructure project subject to the domestic preference requirement in the BABAA shall file the required certification to the non-federal entity with each bid or offer for an infrastructure project, unless a domestic preference requirement is waived by Federal Awarding Agency.

Contractors and subcontractors certify that no federal financial assistance funding for infrastructure projects will be provided unless all the iron, steel, manufactured projects, and construction materials used in the project are produced in the United States. BABAA, Pub. L. No. 117-58, §§ 70901-52. Contractors and subcontractors shall also disclose any use of federal financial assistance for infrastructure projects that do not ensure compliance with BABAA domestic preference requirement. Such disclosures shall be forwarded to the grant recipient who in turn will forward the disclosures to Federal Awarding Agency, the federal awarding agency; subrecipients will forward disclosures to the pass-through entity, who will in turn forward the disclosures to Federal Awarding Agency.

**Required Certification:** If applicable to this Contract, for Federal financial assistance programs subject to BABAA Contractor and subcontractors must sign and submit a compliance certification to the next tier (e.g., subcontractors submit to the Contractor; Contractor submits to the City).

# CITY OF PORT ORANGE, FLORIDA

# INVITATION TO BID
# ITB #26-01
# DEMOLITION SERVICES FOR FEDERALLY FUNDED PROJECTS

City of Port Orange Purchasing Division
Prepared by: Rita Cooper
Release Date: April 17, 2026

## Bid Due Date & Time: May 15, 2026@ 1:30 PM

City of Port Orange, Florida
1000 City Center Circle, Port Orange, FL 32129
(386) 506-5740
purchdiv@port-orange.org; www.port-orange.org

*Projects generated from this solicitation may receive financial assistance from federal sources (FEMA, HUD, etc.). Compliance with federal laws, requirements and submission of grant related forms are mandatory components of this solicitation.*

# Legal Notice to Bidders

## ITB #26-01
## Demolition Services for Federally Funded Projects

**Notice is hereby given that the City of Port Orange is soliciting bids for ITB #26-01 Demolition Services for Federally Funded Projects.** Bids will be accepted in the City Clerk's office, Port Orange City Hall, 1000 City Center Circle, Port Orange, Florida 32129 until **1:30 PM Eastern Standard Time (EST) on MAY 15, 2026** which may be amended by addendum issued by the City. All untimely bids will not be considered and will be returned to the Bidder unopened. All bids will be evaluated to ensure they contain all required forms in order to deem the Bidder responsive or non-responsive. **Bids will be opened and read aloud at 1:30 PM EST in Council Chambers.**

There will be a Non-mandatory Pre-Bid Conference for the project at **12:00 PM EST** on **APRIL 24, 2026** at City Hall, Council Chambers (1st floor), 1000 City Center Circle, Port Orange, FL 32129. The representative of each Bidder shall be an authorized employee of the Bidder and MUST sign in accordingly. Bidders are urged to obtain bid documents and familiarize themselves with the documents prior to the pre-bid conference.

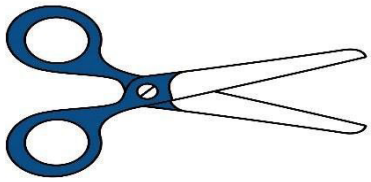
**DESCRIPTION: THE CITY IS SOLICITING DEMOLITION CONTRACTORS TO DEMOLISH VARIOUS PROPERTIES UNDERGOING MITIGATION DUE TO FLOODING. THESE MITIGATION PROJECTS MAY UTILIZE FEDERAL, STATE, AND LOCAL FUNDING.**

**Bidders must be commercial entities licensed to do business in the State of Florida and perform the services identified herein. Bidders must be properly registered and licensed to provide the services identified in the scope of work by all applicable state and local agencies.**

Bidder must include with their submittal a bid guarantee in the form of a bid bond executed by the Bidder and an acceptable surety or a certified check or bank draft payable to the City of Port Orange, Florida in an amount equal to five percent (5%) of the proposed bid. If awarded, the Bidder must also be able to obtain both payment and performance bonds equal to one hundred percent (100%) of the project value from a surety company licensed in Florida and must submit proof of their present bonding capacity with their submitted bid package in the form of a current (not older than 3 months) letter from Bidder's bonding agent. Bidder's failure to include the bonding capacity letter with bid package may result in rejection of Bidder's submittal.

All bids are solicited and shall be made pursuant to the Code of Ordinances, City of Port Orange, Chapter 2, Article VI, Division 2, Section 2-263, and all bids will be evaluated in accordance with Chapter 2, Article VI, Division 2, Section 2-266. Code of Ordinances, City of Port Orange is on file in the Office of the City Clerk, City Hall, 1000 City Center Circle, Port Orange, Florida 32129 and at www.municode.com.
Copies of the bid documents, requirements, scope of service and all other pertinent information necessary to submit a complete package may be obtained electronically from the City of Port Orange Purchasing web page at www.port-orange.org/bids.aspx and DemandStar via their website at www.demandstar.com.

All questions shall be directed **in writing** to RITA COOPER, BUYER, RCOOPER@PORT-ORANGE.ORG and purchdiv@port-orange.org and reference "Questions on ITB 26-01 Demolition Services for Federally Funded Projects" in the subject line. Last day for questions will be MAY 1, 2026, by 5:00 PM EST.
The Cone of Silence begins with the issuance of the solicitation document and continues until City Council meets to make a final decision on an award. During this time Bidders, suppliers, contractors and sub-contractors are prohibited from all communications regarding the solicitation with City staff, City consultants, City legal counsel, City agents, or elected officials. Any Bidder who initiates any discussions or attempts to influence a member or members of the aforementioned shall be disqualified from continued participation in the procurement process with regard to that particular solicitation. While the Cone of Silence is in effect, all communications from potential Bidders, suppliers, contractors and sub-contractors must be directed to the Purchasing Division@ purchdiv@port-orange.org.
**Cut along the outer border and affix this label to the outside of your sealed bid envelope/package to identify it as a "Sealed Bid". Be sure to include the name of the company submitting the bid where requested.**



**SEALED BID – DO NOT OPEN**

**SEALED BID NO.:** **ITB #26-01**

**BID TITLE:** **DEMOLITION SERVICES FOR FEDERALLY FUNDED PROJECTS**

**DUE DATE/TIME:** **MAY 15, 2026 AT 1:30 PM EST**

**SUBMITTED BY:** _____
**(Name of Company)**

**BIDDER'S ADDRESS:** _____

_____

**DELIVER TO:** **CITY OF PORT ORANGE CITY CLERK'S OFFICE**
**ATTN: RITA COOPER, BUYER**
**PURCHASING DIVISION**
**1000 CITY CENTER CIRCLE**
**PORT ORANGE, FL 32129**

**DATE/TIME RECEIVED:**_____
**(To be stamped by Clerk's Office)**

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# SECTION 1 – PURPOSE AND OVERVIEW

The purpose of this Invitation to Bid (ITB) is to solicit competitive sealed bids from Firms or Companies (Bidders) for demolition of various properties undergoing mitigation due to flooding. These mitigation projects may utilize federal, state and local funding.

It is the intent and purpose of the City of Port Orange (City) that this Invitation to Bid promotes competitive selection. It shall be the Bidder's responsibility to advise the Purchasing Division of any language, requirements, etc. or any combination thereof that inadvertently restricts or limits the requirements stated in this ITB to a single source.

# SECTION 2 – INSTRUCTIONS TO BIDDERS

Bidders desiring to provide services, as described herein shall submit sealed bids, including one (1) original and one (1) digital (flash drive) version in PDF format, in conformance with the detailed submittal instructions.

**TIMELINE (Eastern Standard Time)**

*The City reserves the right to alter dates as needed.*

| DESCRIPTION | DATE |
|---|---|
| Date of distribution | APRIL 17, 2026 |
| **Non mandatory Pre-bid conference**<br>**Site Visit** | APRIL 24, 2026 @12PM<br>APRIL 27,2026 @12PM |
| Deadline for questions | MAY 1, 2026 by 5:00 PM |
| Addendum posting (if needed) | MAY 8, 2026 |
| **Bids due** | MAY 15, 2026 by 1:30 PM |
| City Council meeting for approval of Recommendation of Award | To Be Determined |

Bids must be delivered in a sealed envelope/package and delivered to:

City of Port Orange City Clerk's Office
Attn: RITA COOPER, BUYER
Purchasing Division
1000 City Center Circle
Port Orange, FL 32129

Sealed bids must be delivered no later than the date and time listed in the Timeline above. All times referenced are local time. Bids shall be sealed and Bidders shall clearly indicate on the outside of their bid the following:

a. Invitation to Bid (ITB) Number and Title
b. Date of Opening
c. Name of Bidder
d. Address of Bidder

Due to the timing of mail service, the City cautions Bidders to ensure actual delivery of bids to the City prior to the deadline set for receiving bids. Carrier and hand deliveries of bids will be accepted in the City Clerk's Office, Port Orange City Hall, 1000 City Center Circle, Port Orange, Florida 32129 until the date and time referenced in the Timeline above or as amended by addendum issued by the City. Bids received after the established deadline shall not be considered.

**Bidders are cautioned that they are responsible for delivery to the specific location cited above. Therefore, if your bid, proposal, statement or quotation is delivered by an express mail carrier or by any other means, it is your responsibility to ensure delivery to the above address. The City will not be responsible for deliveries made to any place other than the specified address.**

Offers by telephone, email or fax will not be accepted.

All bids will be opened publicly, and the names of all Bidders shall be read aloud. All conferences and meetings regarding this ITB are recorded electronically (audio only). The City of Port Orange reserves the right to reject any or all bids or parts of bids if it is in the best interest of the City.

**PRE-BID CONFERENCE**

There will be a non-mandatory pre-bid conference on the date and time referenced in the Timeline above at City Hall, Council Chambers (1st Floor), 1000 City Center Circle, Port Orange, Florida 32129. The representative of each Bidder shall be an authorized employee of the Bidder and must sign in accordingly.

**SITE VISIT**

**THERE WILL BE A SITE VISIT ON APRIL 27, 2026 @12PM. WE WILL MEET AT CITY HALL COUNCIL CHAMBERS AND THEN HEAD TO THE THREE (3) PROPERTIES. This is not mandatory, but highly suggested for potential Bidders.**

**QUESTIONS**

All questions shall reference ''ITB #26-01 DEMOLITION SERVICES FOR FEDERALLY FUNDED PROJECTS" in the subject line. All questions concerning this ITB shall be submitted in writing no later than the date and time referenced in the Timeline above to:

Rita Cooper, Buyer
1000 City Center Circle
Port Orange, FL 32129
rcooper@port-orange.org
purchdiv@port-orange.org

**ADDENDA**

The City will issue responses to inquiries and any other corrections or amendments it deems necessary in written addenda issued prior to the bid due date. Bidders should not rely on any representations, statements or explanations other than those made in this ITB or in any addendum to this ITB. Where there appears to be a conflict between the ITB and any addenda issued, the last addendum issued will prevail. The Bidder should verify prior to submitting a bid that all addenda have been received and reviewed. All addenda will be published on the City Purchasing web page at www.port-orange.org/bids.aspx and the DemandStar website at www.demandstar.com.

**The City of Port Orange reserves the right to consider the omission of an acknowledgment of addendum as cause for rejection of the ITB submittal.**

This provision exists solely for the convenience and administrative efficiency of the City of Port Orange. No Bidder or other third party gains any rights by virtue of this provision or the application thereof, nor shall any Bidder or third party have any standing to sue or cause of action arising therefrom.

**CLARIFICATIONS**

It is the Bidder's responsibility to become familiar with and fully informed regarding the terms, conditions and specifications of this ITB. Lack of understanding and/or misinterpretation of any portions of this ITB shall not be cause for withdrawal of your bid after opening or for subsequent protest of award.

**MINIMUM QUALIFICATIONS**

Bidders shall be licensed to do business in the State of Florida. Submit Sunbiz report showing your company registered as "Active".

Bidders must provide a minimum of three (3) verifiable references from similar scopes of work as identified in this ITB on the provided *Professional References* form (Form 7.8). Failure to provide verifiable references may cause the Bidder to be deemed non-responsive. The City of Port Orange is not to be used as a reference.

**NO LOBBYING**

All Bidders are hereby placed on notice that the City of Port Orange Council, City Employees/Staff, nor Members of the Evaluation Committee (with the exception of the City of Port Orange Purchasing Division personnel designated to receive requests for interpretations or corrections) are not to be lobbied, directly or indirectly either individually or collectively, regarding this ITB. During the entire procurement process, all Bidders and their

subcontractors, sub-consultants, or agents are hereby placed on notice that they are not to contact any persons listed above for such purposes as holding meetings of introduction, dinners, etc. if they intend to submit or have submitted bids for this project. Any Bidder contacting individuals mentioned herein in violation of this warning may automatically be disqualified from further consideration for this ITB.

**SCHEDULE OF UNIT PRICING**

Schedule of Unit Pricing is to be completed as directed and without modification and returned as part of the ITB submittal prior to the ITB deadline for submission. Failure to fill out the Schedule of Unit Pricing as directed and without modification will negatively affect the evaluation of your bid. If the City has a need to revise the Schedule of Unit Pricing prior to the bid submittal deadline, it will do so in a published addendum. If the City does revise the Schedule of Unit Pricing, bidders **must** complete and return the City issued revised version of the Schedule of Unit Pricing. If bidder does NOT complete and return the City issued revised version of the Schedule of Unit Pricing their bid submittal will be deemed non-responsive.

**EXCEPTIONS TO SPECIFICATIONS**

If taking exception to any portion of the ITB specifications, the Bidder must indicate those exceptions as stated on the *Bidder's Acknowledgement* (Form 7.2).

**BID SUBMISSION AND WITHDRAWAL**

Unless otherwise specified, Bidder shall use the forms supplied by the Purchasing Division. Bids, once opened, become the property of the City, cannot be withdrawn, and will not be returned to the Bidders. Upon opening, bids become subject to public disclosure in accordance with Chapter 119, Florida Statutes.

**CORRECTION OF BIDS**

Correction of inadvertently erroneous bids shall be permitted up to the time of ITB opening. Bidders shall not be allowed to modify their bids after the opening time and date.

**WITHDRAWAL OF BIDS**

NO bid shall be withdrawn for a period of one-hundred-twenty (120) days subsequent to the bid opening without the consent of the City of Port Orange. Negligence on the part of the Bidder's firm in preparing their bid confers no right of withdrawal or modification after the bid has been opened at the appointed time and place by the City of Port Orange. Any such withdrawn bid shall not be resubmitted.

**OPENING OF BIDS**

Bids will be received until the date and time stated in this ITB and will be publicly opened and read at the place, time and date stated. The City bears no responsibility for the premature opening of a bid not properly addressed and identified.

**LITIGATION HISTORY**

The City will consider a Bidder's litigation history information in its review and determination of responsibility. All Bidders are required to disclose to the City all "material" cases filed, pending, or resolved during the last five (5) years prior to the solicitation response due date, whether such cases were brought by or against the Bidder, any parent or subsidiary of the Bidder, or any predecessor organization. If the Bidder is a joint venture, the information provided should encompass the joint venture (if it is not newly formed for purposes of responding to the solicitation) and each of the entities forming the joint venture. Although the review of a Bidder's litigation history is an issue of responsibility, the failure to provide litigation history as required in the Evaluation Criteria may result in a recommendation of non- responsive by the Purchasing Manager.

**DEBARMENT HISTORY**

The City will consider a Bidder's debarment history information in its review and determination of responsibility. All Bidders are required to disclose to the City all cases of debarment filed, pending, or resolved by the City or other public entity during the last five (5) years prior to the solicitation response due date, whether such actions were brought by or against the Bidder, any parent or subsidiary of the Bidder, or any predecessor organization. If the Bidder is a joint venture, the information provided should encompass the joint venture (if it is not newly formed for purposes of responding to the solicitation) and each of the entities forming the joint venture. Although the review of a Bidder's debarment history is an issue of responsibility, the failure to provide debarment history as required on the *Certification Regarding Debarment, Suspension and Other Responsibility Matters* (contained herein) may result in a recommendation of non-responsive by the Purchasing Manager

**REJECTION OF BIDS**
The City reserves the right to reject any and/or all bids when such rejection is in the best interest of the City.

**BIDS MAY BE REJECTED AND/OR BIDDER(S) DISQUALIFIED FOR THE FOLLOWING REASONS:**
(a) Failure to update the information on file including address, product, service or business descriptions.
(b) Failure to perform according to contract provisions.
(c) Conviction in a court of law of any criminal offense in connection with the conducting of business.
(d) Evidence of a violation of any federal or state antitrust law based on the submission of bids or proposals, or the awarding of contracts.
(e) Evidence that the Bidder has attempted to give a City employee a gratuity of any kind for the purpose of influencing a recommendation or decision in connection with any part of the City's purchasing activity.
(f) Other reasons deemed appropriate by the City.

**OWNERSHIP OF DOCUMENTS**
All documents resulting from this solicitation will become the sole property of the City of Port Orange. The Bidder must meet all requirements for retaining public records and transfer, at no cost, to the City all public records in the possession of the Bidder upon termination of this Agreement 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 in a format that is compatible with the information technology systems of the City.

**AMERICANS WITH DISABILITIES ACT (ADA)**
If you need special services provided under the Americans with Disabilities Act, contact the ADA Coordinator in our Human Resources office at 386-506-5560 at least 48 hours before the scheduled event.

**REQUIRED DOCUMENTS FOR AWARDED BIDDER**
The awarded Bidder shall return all the required post-award documents within 10 days after the issuance of the Notice of Intent to Award in order to execute the contract.

## SECTION 3 – SCOPE OF WORK

**SCOPE OF WORK:**

The City is soliciting demolition contractors to demolish various properties undergoing mitigation due to flooding. These mitigation projects may utilize federal, state and local funding. Federal funding typically comes from U.S Housing and Urban Development (HUD) Community Development Block Grant (CDBG) Entitlement and/or Disaster Recovery (DR) and the Department of Homeland Security (DHS) Federal Emergency Management Agency (FEMA). When federal funds are utilized all applicable federal rules and regulations must be followed, more particularly described in the Attachment No. 2 Scope of Work and Attachment No. 3 FEMA Compliance Regulations and Attachment No. 4 2CFR200 and Appendix II to 2CF200- Federal Procurement Regulations found on the City's webpage at www.port-orange.org/bids.aspx and DemandStar via their website at www.demandstar.com.

Expedited demolition services upon receipt of the contract award are expected by the City. Some grants have short timelines and require demolition to be completed in early July 2026. City demolition permits will be expedited, and demolition permit fees will be waived. Refer to Attachment 2 for a detailed scope of work.

# SECTION 4 – STANDARD PURCHASE DEFINITIONS

The City will use the following definitions in instructions to Bidders, terms and conditions, special provisions, technical specifications and any other solicitation documents.

1. **Addendum** is a formal written document, released prior to the public opening that modifies any aspect of a Solicitation. Plural: Addenda
2. **Alternate Bid** means multiple bids with substantive variations from the same Bidder in response to a Solicitation.
3. **Amendment** is a formal written agreement, signed by both parties, that modifies an existing contractual agreement.
4. **Appropriate, Appropriated, or Appropriation** means the adoption by the City Council of the City of a budget fora fiscal year that includes payments to be made under the Contract during the respective fiscal year.
5. **Best Value** means the highest overall value to the City based on factors that include, but are not limited to, price, quality, design, and workmanship.
6. **Bid** is a complete, properly signed response to an Invitation to Bid, which if accepted, would bind the Bidder to perform the resultant Contract.
7. **Bid Guaranty (Bid Bond)** guarantees that the Bidder (a) will not withdraw the bid within the period specified for acceptance, and (b) will execute a Contract and furnish required bonds and any necessary insurance within the time specified in the Solicitation, unless a longer time is allowed by the City. The guarantee will be returned to the Bidder upon execution of a Contract
8. **Bidder or Proposer** is a person, firm, or entity that that submits a Response to a Solicitation. Any Bidder/Proposer may be represented by an agent after submitting evidence demonstrating the agent's authority. The agent cannot certify as to his own agency status.
9. **City** means the City of Port Orange.
10. **Competitive Negotiation** means a method for acquiring goods, services, and construction for public use in which discussions or negotiations may be conducted with responsible offerers who submit Responses through a Request for Proposals, Request for Statements of Qualifications, or Invitation to Negotiate.
11. **Competitive (Formal) Solicitation** is the process of requesting and receiving two or more sealed bids, proposals, statements of qualifications or replies submitted by responsive Bidders/Proposers in accordance with the terms of a competitive process, regardless of the method of procurement.
12. **Competitive Range** means the responsive submissions that meet the evaluation criteria and are considered to be reasonably susceptible of award.
13. **Construction** means the process of building, repairing, improving, and alterations, conversion or extension of building, parks, utilities, streets or other improvements or alterations to real property.
14. **Contract** is a written agreement or purchase order issued for the purchase of goods or services.
15. **Contractor** means the person, firm or entity selling goods or services to the City under a Contract.
16. **Deliverables** means the goods, products, materials, and/or services to be provided to the City by a Bidder.
17. **Due Date** means the date and time specified for receipt of Responses to a Solicitation.
18. **End User** is a person, program, agency, or other eligible user who uses a contract to purchase a commodity or contractual service.
19. **Evaluation Committee/Team** is a temporary group of City personnel who are responsible for the evaluation of proposals, statements of qualifications or replies as part of a Request for Proposals (RFP), Request for Submission of Qualifications (RFSQ), or Invitation to Negotiate (ITN), or competitive grant process.
20. **Evaluator** is a member of the evaluation committee/team.
21. **Goods** are supplies, materials, or equipment.
22. **Intent to Award** is a document, published on DemandStar, that informs the public and respondents of the City's decision to award a contract pursuant to a previously issued competitive solicitation.
23. **Invitation to Bid (ITB) or Bid** means a formal request to prospective Bidders requesting pricing for a specified Good or Service which has been advertised for bid in a newspaper.
24. **Invitation to Negotiate (ITN)** means a formal request to prospective proposers requesting proposed specifications and pricing of a product and/or service which has been advertised for replies in a newspaper.
25. **Issues** means points, matters, or concerns to be addressed during negotiations.

26. **Lead Negotiator** is the negotiator responsible for leading and facilitating the formal negotiation discussions and selecting other required negotiation team members. Is often the "driver of change" and seeks alternatives/options.
27. **Lowest Responsible Bid** means the responsive bid meeting all requirements of the specifications, terms, and conditions of the Invitation to Bid resulting in the lowest cost to the City in a total cost concept or based solely on price, taking into consideration the financial and practical ability of the Bidder to perform the Contract, past performance of the Bidder, and compliance with all City ordinances concerning the purchasing process.
28. **Lowest Responsible Bidder** means the Bidder submitting lowest responsible bid.
29. **Negotiation Team** is a temporary group of City personnel who are responsible for negotiations as part of an Invitation to Negotiate (ITN).
30. **Negotiator** is a member of the negotiation team.
31. **Non-Professional Services** are services performed that are not of a professional nature such as lawn care, security, janitorial, etc.
32. **Offer** means a complete signed Response submitted to the City in response to a Solicitation including, but not limited to, a bid submitted in response to an Invitation to Bid, a Proposal submitted in response to a Request for Proposal, a Quote submitted in response to a Request for Quotation, a Statement of Qualifications and interest submitted in response to a Request for Statements of Qualifications, or a Reply submitted in response to an Invitation to Negotiate.
33. **DemandStar** is the official online repository for all City competitive solicitations.
34. **Outlier** is a bid, offer, or proposal which is determined by the Purchasing Director or Manager to be significantly dissimilar to or inconsistent with, competing bids or offers.
35. **Pre-Bid/Proposal/Statement/Reply Conference** means a meeting conducted by the Purchasing Office, held in order to allow Bidders/Proposers to ask questions about the proposed Contract and particularly the Contract specifications with the City department requesting the goods/services.
36. **Price Analysis** is an evaluation of the total cost of a contract in order to determine if the price is reasonable.
37. **Procurement (Process)** is a term used in the governmental sector for the combined functions of acquiring (purchasing) needed goods and/or services, receiving and inspection, inventory management, contract administration, and disposal/surplus.
38. **Professional Services** means those services within the scope of the practice of architecture, professional engineering, landscape architecture, or registered surveying and mapping, as defined by the laws of the state, or those performed by any architect, professional engineer, landscape architect, or registered surveyor and mapper in connection with his or her professional employ mentor practice.
39. **Protest** is a formalized process by which respondents have an opportunity to challenge a procurement practice or contract award.
40. **Proposal** is a complete, properly signed Response to a Request for Proposal, based on performance that is offered rather than on that of price alone, which if accepted, would bind the Proposer to perform the resultant Contract.
41. **Purchase Order** is an order placed by the Purchasing Division for the purchase of Goods or Services written on the City's standard Purchase Order form and which, when accepted by the Bidder, becomes a contract. The Purchase Order is the Bidder's authority to deliver and invoice the City for Goods or Services specified, and the City's commitment to accept the Goods or Services for an agreed upon price.
42. **Request for Proposal (RFP)** means a formal request to prospective proposers requesting qualifications of the proposer and pricing for a specified Good or Service which has been advertised for Proposal in a newspaper.
43. **Request for Statement of Qualifications (RFSQ)** means a formal request to prospective proposers requesting statements of qualifications pursuant to Florida Statute 287.055 "Consultant's Competitive Negotiation Act" which has been advertised for Statement in a newspaper.
44. **Respondent** means an entity that has (or will, i.e. "prospective respondents") submitted a response to a competitive solicitation conducted to create a contractual relationship for the provision of commodities or services.
45. **Response/Submission** means all materials submitted to the City by a respondent as part of a solicitation. A response may be called a bid, proposal, statement of qualifications, or a reply, depending on the type of competitive solicitation being issued.

46. **Responsible (Bidder)** is a Bidder who has the capability in all respects to fully perform the contract requirements and the integrity and reliability that will assure good faith performance.
47. **Responsive (Bidder)** is a Bidder that has submitted a bid, proposal, statement of qualifications, or reply that conforms in all material respects to the solicitation.
48. **Scope** means the extent of the area or subject matter that something deals with or to which it is relevant.
49. **Scope of Work** means a description of the work activities, deliverables, and/or timeline that a Bidder must execute in terms of delivering specific commodities or in performance of contractual services.
50. **Services** include all work or labor performed for the City on an independent contractor basis other than construction.
51. **Solicitation** means a formal request, as applicable, for prospective Bidders/Proposers to submit responses to an Invitation to Bid, Request for Proposal, Request for Qualifications, Invitation to Negotiate, or a Request for Quotation.
52. **Solicitation Document** means a document, or collection of documents, either paper or electronic, that contains all information required to conduct a competitive procurement project according to § 287.057, Florida Statutes.
53. **Stakeholder** means an individual, who is not likely to become a supplier, who has an interest in the commodities/contractual services needed.
54. **Subcontractor** means a person, firm or entity providing goods or services to a Bidder/Proposer to be used in the performance of the Bidder/Proposer's obligations under the Contract.
55. **Subject Matter Expert** means a person who has working or expert knowledge about a particular topic or field.
56. **Unbalanced Bid** means a bid that is based on prices which are significantly less than cost for some bid items and significantly more than cost for others.

## SECTION 5 – GENERAL TERMS AND CONDITIONS

These terms and conditions are standard for all contracts for commodities or services issued through the City of Port Orange Purchasing Division. These General Terms and Conditions apply to all advertised Solicitations; however, said terms and conditions may be superseded, in whole or in part, by Section 6, Special Requirements/Instructions.

1. **ACCEPTANCE BY CITY**

   The City shall have a reasonable time (but not less than 30 days) after receipt to inspect the goods and services tendered by the Bidder. The City at its option may reject all or any portion of such goods or services which do not, in City's sole discretion, comply in every respect with all terms and conditions of the contract. The City may elect to reject the entire goods and services tendered even if only a portion thereof is nonconforming. If the City elects to accept nonconforming goods and services, the City, in addition to its other remedies, shall be entitled to deduct a reasonable amount from the price thereof to compensate the City for the nonconformity. Any acceptance by the City, even if non-conditional, shall not be deemed a waiver or settlement of any defect in such goods and services. The material delivered as a result of this solicitation shall remain the property of the seller until a physical inspection and actual usage of the item(s) is made and thereafter deemed acceptable to the satisfaction of the City, in compliance with the terms and specifications contained herein. In the event that the item(s) supplied to the City is/are found to be defective, or does/do not conform to specifications, the City reserves the right to cancel the order upon written notice to the seller and return the item(s) to the seller at the seller's expense.

2. **ADDENDA**

   When specifications are revised, the City of Port Orange Purchasing Division will issue an addendum addressing the nature of the change. Bidders must acknowledge all addenda by completing Form 7.3 *Addendum and Change Order Procedure Acknowledgement* and include it in the returned response package. Failure to acknowledge the correct number of addenda issued may result in rejection of the response. It is the responsibility of the Bidder to ensure all addenda have been received and reviewed prior to submitting a bid. All addenda shall be posted by the City on DemandStar at www.demandstar.com and the City of Port Orange Purchasing web page at https://www.port-orange.org/bids.aspx. The City shall issue responses to inquiries and any other corrections or amendments it deems necessary in written

addenda issued prior to the solicitation response due date. Bidders should not rely on any representations, statements or explanations other than those made in this solicitation or in any addendum to the solicitation. Where there appears to be a conflict between the solicitation and any addenda issued, the last addendum issued shall prevail.

3. **ADDITIONAL GOODS**

Products, materials and goods not specifically identified in this bid request may be added to any resultant contract upon mutual consent of the contracting parties. The City reserves the right to add or delete products or materials of similar nature, within the family of products of "ITB Item(s)" and their commodity codes, to those items requested in this bid.

4. **ANTI-COLLUSION STATEMENT**

By submitting a response to a formal solicitation, the Bidder affirms that this response is without previous understanding, agreement, or connection with any person, business, or corporation submitting a response for the same materials, supplies, or equipment, and that the response is in all respects fair, and without collusion or fraud. Additionally, Bidder agrees to abide by all conditions of this solicitation and certifies that he/she is authorized to sign the response for the bidding company/firm. In submitting a response to the City of Port Orange, the Bidder offers and agrees that if the response is accepted, the Bidder shall convey, sell, assign or transfer to the City of Port Orange all rights, title and interest in and to all causes of action it may now or hereafter acquire under the Anti-trust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by the City of Port Orange. At the City's discretion, such assignment shall be made and become effective at the time the City tenders final payment to the Bidder.

5. **APPLICABLE LAWS**

In connection with the furnishing of supplies or performance of work under the contract, the Bidder agrees to comply with the Fair Labor Standards Act, Equal Opportunity Employment Act, and all other applicable federal and state laws, regulations and executive orders to the extent that the same may be applicable.

6. **ASSIGNMENT**

The successful Bidder shall not sell, assign, transfer or convey this contract in whole or in part, without the prior written consent of the City of Port Orange. Any such assignment or transfer shall not release the Bidder from all contractual obligations.

7. **AUTHORITY TO CONDUCT BUSINESS IN FLORIDA**

A Florida corporation or partnership is required to provide evidence with its response that it is authorized to transact business in Florida and is in good standing with the Florida Department of State. If not with its response, such evidence must be submitted to the City no later than five (5) business days from request of the Purchasing Manager. A foreign (out-of-state) corporation or partnership is required to provide evidence with its response that it is authorized to transact business in Florida and is in good standing with the Florida Department of State. If not with its response, such evidence must be submitted to the City no later than five (5) business days from request of the Purchasing Manager. A joint venture is required to provide evidence with its response that it, or at least one of the joint venture partners, is authorized to transact business in Florida and is in good standing with the Florida Department of State. If not with its response, such evidence must be submitted to the City no later than five (5) business days from request of the Purchasing Manager. However, the joint venture is required to provide evidence prior to contract execution that the joint venture is authorized to transact business in Florida and provide the City with a copy of the joint venture Agreement. A joint venture is also required to provide with its response a Statement of Authority indicating that the individual submitting the joint venture's proposal has the legal authority to bind the joint venture. If not with its response, such evidence must be submitted to the City no later than five (5) business days from the request of the Purchasing Manager.

8. **AWARDS**

Recommendation for award will be considered by the City of Port Orange City Council at the earliest possible regular meeting subsequent to the evaluation process. This ITB is issued in accordance with and shall be governed by the provisions of the City's Purchasing Manual. The City of Port Orange City Council reserves the right to make award(s) by individual sections, groups, all or none, or a combination thereof, with one or more Bidders; to reject any and all bids, or to waive any informality or technicality in bids received as deemed to be in the best interest of the City. The City does not award publicly funded contracts to those who knowingly employ unauthorized alien workers in violation of section 274A(e) of the

Immigration and Naturalization Act, 8 United States Code s1324a(e). Such employment deprives legal workers of job opportunities. Violation of section 274A(e) shall be grounds for unilateral cancellation of the contract, bid or quote for purchase of services and goods by the City of Port Orange.

9. **AWARD AND EXECUTION OF CONTRACT**

When a bid received has been determined to be satisfactory, a contract will be awarded, or Purchase Order issued to the lowest responsive and responsible Bidder within the time designated in the contract documents. The Bidder(s) to whom the award is made shall execute the contract(s) and return it, together with the properly executed bonds and insurance certificates to the City within the time specified.

10. **BID RETURNS**

Bidders shall return all completed responses to the City of Port Orange at the address set forth in Section 2 of this document on the date and at the time specified. Late submissions will not be accepted and shall be returned to Bidders unopened.

11. **BID PROTEST**

Any person who is adversely affected by the City's decision or intended decision shall file with the City Purchasing Manager a notice of protest in writing within 72 hours after the posting of the notice of decision or intended decision. With respect to a protest of the terms, conditions, and specifications contained in a solicitation, including any provisions governing the methods for ranking bids, proposals, statements, or replies, awarding contracts, reserving rights of further negotiation, or modifying or amending any contract, the notice of protest shall be filed in writing within 72 hours after the posting of the solicitation. Saturdays, Sundays, and state holidays shall be excluded in the computation of the 72-hour time established herein. The formal written protest shall be filed with the Purchasing Manager in writing within ten (10) days after the date the notice of protest is filed. The formal written protest shall state with particularity the facts and law upon which the protest is based. Failure to file a notice of protest or failure to file a formal written protest shall constitute a waiver of proceedings. Upon receipt of the formal written protest that has been timely filed, the City shall stop the solicitation or contract award process until the subject of the protest is resolved by final City action. However, the City may continue the solicitation or award process, provided the City Manager sets forth in writing particular facts and circumstances which require the continuance of the solicitation or contract award process without delay in order to avoid an immediate and serious danger to the public health, safety, or welfare. The City shall provide an opportunity to resolve the protest by mutual agreement between the parties. The policy this City has established is as follows:

a. As soon as possible after receipt, the Purchasing Manager shall provide written bid protest to City Manager, City Attorney, Department Head involved, and Supervisor directly involved in the acquisition.
b. Purchasing Manager shall schedule within seven (7) business days, excluding weekends and holidays, a meeting with the above-mentioned individuals or designee and protestor. The intent of the meeting is to provide a review and/or solution prior to going before Council. After reviewing all relevant information, the City Manager shall render a decision.
c. If the protestor disagrees, he/she may appeal to the City Council at a formal council meeting. After reviewing the evidence, the City Council will issue their decision. The City Council's decision is final; however, the protestor can appeal the decision to the Circuit Court in Volusia County, Florida within thirty (30) days of the City Council's final decision. Decisions at all levels shall be in writing to the protester.

12. **BID TABULATION**

Bidders who wish to receive a copy of the bid tabulation may obtain it via DemandStar at www.demandstar.com or on the City Purchasing web page at www.port-orange.org/bids.aspx.

13. **BIDDER'S PRODUCT OR SERVICES**

The Bidder's product (if applicable) delivered to the City shall be free of all liens, claims or encumbrances, and the Bidder warrants that it has a clear title to the product being delivered.

a. If the Bidder is contracted to provide services, such services shall be fully satisfactory to the City as determined by the City.
b. The Bidder shall provide the City with any data, reports or other information as required and requested by the City to enable it to utilize the product or service furnished by the Bidder.
c. In furnishing the service or product to the City, the Bidder shall comply with all federal, state, county laws, and city rules, regulations and codes and their successors or amendments. Violation of such

laws, rules, regulations and codes may be grounds for delaying or reducing the amount due, or in rescinding the contract, proposal or quote.

14. **BONDS**

If this solicitation requires submission of bid guarantee and payment and performance bonds, there will be a separate section explaining those requirements. When the Purchasing Manager deems it necessary, bid bonds/deposits shall be prescribed and are advertised in the public notices inviting bids. Responses submitted without the required bid bond or certified check shall be deemed non-responsive. Normally, if a bid bond/deposit is requested, it is in the amount of five percent (5%) of the bid amount.

Depending on the amount and/or nature of the work to be performed, a Payment and Performance Bond may be requested and shall be in an amount equal to one hundred percent (100%) of the total contract amount which will be recorded by the City, at the awarded Bidder's sole cost and expense, with the Clerk of the Circuit Court, Volusia County, Florida. After recording, the City will furnish to the awarded Bidder the recording information for the bond to evidence that the Bidder has met the requirements of Florida law. The City will bill the cost of recording to the awarded Bidder. Unsuccessful respondents are entitled to the return of their bid bond. A successful respondent shall forfeit any surety required by the Purchasing Manager upon failure of the respondent to enter into a contract within the time specified after the award of bid.

15. **CERTIFICATE OF INSURANCE**

Upon issuance of a notice of intent to award, the selected Bidder will be required to submit a Certificate of Insurance showing proof of adequate coverage for professional general liability, errors and omissions and workers' compensation as identified under the insurance requirements of this solicitation and listing the City of Port Orange as Additional Insured prior to execution of the contract.

16. **CHANGE ORDERS**

No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All change order requests shall be made in writing by the supplier/contractor for review by the Contract Administrator for the City of Port Orange. No work shall be performed as set forth in the change order until the Bidder receives an executed Purchase Order for the requested change.

17. **CHANGE ORDER REQUEST NOTIFICATION**

The awarded Bidder is responsible for giving the City of Port Orange, prior to the contract expiration date, at least forty-five (45) calendar days of advance notice for any anticipated changes in price greater than $25,000, and any changes in time and/or scope of the awarded contract. The Bidder shall not continue to provide services past the contract expiration date unless approved by a written Change Order Notice from the City.

18. **CLEAN UP**

Upon completion of the delivery of materials, the Bidder shall restore any/all public and private property which may have been damaged during delivery. Restoration is meant to include removal of any spillage or restoring damage to the edge of pavement, sidewalks, driveways, landscaped areas, etc. Bidder shall make repairs consistent with or better than what existed prior to delivery. This shall be understood to include the use of sod or seed and mulch to replace (if necessary) existing grass that has been damaged. If sod is used it shall match the sod present on the effected property. Bidder shall make all repairs and restorations at his/her expense.

19. **CONDUCT OF BIDDERS**

All Bidders or individuals acting on behalf of a Bidder are hereby prohibited from lobbying or otherwise attempting to persuade or influence any member of the Evaluation Committee, City Council members, or City staff at any time during the course of the solicitation process. The solicitation process shall end upon issuance of the written staff recommendation (Notice of Intent to Award) for selection of a Bidder. All Bidders or individuals acting on behalf of a Bidder are further prohibited from contacting or otherwise attempting to communicate with any member of the staff, Evaluation Committee or City Council members regarding the pending solicitation or its outcome until after the issuance of the written recommendation of the most qualified Bidder. Until such recommendation is issued in writing, any questions regarding the pending solicitation shall be submitted to the Purchasing Division. Failure to comply with this procedure shall result in rejection/disqualification of said submittal without exception. Contact with staff, City Council members or the Evaluation Committee during a public meeting shall not be considered a violation of this requirement.

20. **CONE OF SILENCE**

The Cone of Silence is designed to protect the integrity of the procurement process by shielding it from undue influences prior to the execution of the award. The Cone of Silence is defined as the period beginning with the issuance of the solicitation document and continues through the execution of the award document. During this time Bidders, service providers and the like are prohibited from all communications regarding the solicitation with City staff, City consultants, City legal counsel, City Agents, or elected officials. Any Bidder who initiates any discussions or attempts to influence a member or members of the aforementioned shall be disqualified from continued participation in the procurement process with regard to that particular solicitation.

*Exceptions to the Cone of Silence:*

- Written communication directed to the Procurement Officer;
- All communications occurring at Pre-Proposal Conferences;
- Oral presentations before publicly noticed committee meetings;
- Procurement of goods and services for Emergency situations; and
- Contractors already on contract with the City to perform services for the City are allowed discussions necessary for the completion of an existing contract.

21. **CONFLICT OF INTEREST**

For purposes of determining any possible conflict of interest, all Bidders must disclose if any City of Port Orange employee is also an owner, corporate officer, or employee of Bidder's business. No official or employee of the City who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of the Scope of Work covered by the contract shall voluntarily acquire any personal interest, directly or indirectly, in the contract or proposed contract.

22. **CONFLICT OF INSTRUCTIONS**

If a conflict exists between the General Terms and Conditions and instructions contained herein, and the Special Terms and Conditions and instructions contained herein, the Special Terms and Conditions shall govern.

23. **CONTRACT OBLIGATION**

Except as otherwise stated herein, the City of Port Orange City Council shall approve the contract if greater than $25,000.00 annually. The Mayor or other person authorized by the Mayor must sign the contract before it becomes binding on the City of Port Orange or the Bidder. Department heads are NOT authorized to sign contracts for the City of Port Orange. Binding agreements shall remain in effect until all products and/or services covered by this purchase have been satisfactorily delivered and accepted.

24. **CONTRACT RENEWALS**

Renewals may be made ONLY by written agreement between the City of Port Orange and the Bidder. Any price escalations are limited to those stated by the Bidder on the original response.

25. **COPYRIGHT AND PATENT RIGHTS**

Bidder warrants that there has been no violation of copyrights or patent rights in manufacturing, producing and/or selling the item(s) ordered or shipped as a result of this response, and successful Bidder agrees to hold the City harmless from any and all liability, loss or expense by any such violation.

26. **COST INCURRED BY BIDDER**

All expenses, including costs for required bonds, involved with the preparation and submission of Responses to the City, or any work performed in connection therewith shall be borne by the Bidder. No payment shall be made for any response received, nor for any other effort required of or made by the Bidder prior to commencement of work as defined by the contract approved by the City Council.

27. **DAMAGE**

Any damage to driveways, irrigation systems, sidewalks, pavement, or landscaping will be evaluated by the City's representative and the Bidder. If the Bidder is found to be at fault, all repairs, restitution, or reimbursements to the City must be completed within one week of discovery.

28. **DEBARMENT HISTORY**

The City will consider a Bidder's debarment history information in its review and determination of responsibility. All Bidders are required to disclose to the City all cases of debarment filed, pending, or resolved by the City or other public entity during the last five (5) years prior to the solicitation response due date, whether such actions were brought by or against the Bidder, any parent or subsidiary of the Bidder, or any predecessor organization. If the Bidder is a joint venture, the information provided should

encompass the joint venture (if it is not newly formed for purposes of responding to the solicitation) and each of the entities forming the joint venture. Although the review of a Bidder's debarment history is an issue of responsibility, the failure to provide debarment history as required on the *Certification Regarding Debarment, Suspension and Other Responsibility Matters* (contained herein) may result in a recommendation of non-responsive by the Purchasing Manager.

29. **DEFAULT PROVISIONS**

In the event of default by the Bidder, the City reserves the right to procure the item(s) bid from other sources and hold the Bidder responsible for excess costs incurred as a result. If a Bidder defaults on a City contract, the City Council may elect to refrain from doing business with the Bidder for a period of 36 months from the date of default.

30. **DELIVERY OF GOODS/SERVICES**

All materials are to be delivered F.O.B.; City of Port Orange designated facility. Delivery dates pertaining to this invitation must be clearly stated in the bid form where required and include weekends and holidays. Failure to comply with this requirement may be a cause for disqualification of bid. Unless otherwise specified, delivery at the earliest date is required. The Bidder shall clearly state in the response the time required for delivery upon receipt of contract or purchase order. Proposed delivery time must be specific and such phrases "as required," "as soon as possible" or "prompt" may result in disqualification of the bid. Delivery time will be a factor for any orders placed as a result of this response. The City reserves the right to cancel such order(s) or any part thereof, without obligation, if delivery is not made within the time(s) specified herein and hold the Bidder in default. Upon approval of a contract, the Bidder is obligated to deliver the goods to the destination specified in the solicitation or the purchase order and bears the risk of loss until delivery. If this solicitation or purchase order does not contain delivery instructions, Bidder shall request instructions in writing from the Purchasing Manager. If the delivery instructions contained in the solicitation allocate delivery costs and risks in a manner contrary to this section, the provisions of this competitive solicitation shall prevail. When delivery is not met as provided for in the contract, the Purchasing Division reserves the right to make the purchase on the open market, with any cost in excess of the contract price paid by the Bidder, in addition to any other damages, direct or consequential, incurred by the City as a result thereof. In addition, failure of the Bidder to meet the contract delivery dates will be cause for removal of the Bidder from the City's list of eligible Bidders/Proposers as determined by the Purchasing Division.

31. **DETERMINATION OF LOWEST AND BEST RESPONSIBLE BIDDER**

In determining the lowest and best responsible Bidder, in addition to price, there will be considered the following:

a. The ability, capacity and skill of the Bidder to perform the contract.
b. Whether the Bidder can perform the contract within the time specified, without delay or interference.
c. The character, integrity, reputation, judgment, experience, and efficiency of the Bidder.
d. The quality of performance of previous contracts.
e. The previous and existing compliance by the Bidder with laws and ordinances relating to the contract.
f. The sufficiency of the financial resources and ability of the Bidder to perform the contract or provide the service.
g. The quality, availability and adaptability of the supplies or contractual services to the particular use required.
h. The ability of the Bidder to provide further maintenance and service for the use of the subject of the contract.
i. The number and scope of conditions attached to the bid.
j. Such other factors as appear to the city council to be pertinent to the bid or the contract under all of the circumstances involved.

32. **DISCLOSURE OF CONFLICTS**

The award is subject to the provisions of Chapter 112.313, Florida Statutes. All Bidders must disclose with their response the name of any officer, director, or agent who is also an employee of the City. Further, all Bidders must disclose the name of any employee who owns, directly or indirectly, an interest in the Bidder's firm or any of its branches. The Bidder shall not compensate, in any manner, directly or indirectly, any officer, agent, or employee of the City for any act or service that he/she may do, or perform for, or on behalf of any officer, agent or employee of the Bidder. No officer, agent, or employee of the City shall have

any interest, directly or indirectly, in any contract or purchase made, or authorized to be made by anyone for, or on behalf of the City. The Bidder shall have no interest and shall not acquire any interest that shall conflict in any manner or degree with the performance of the services required under the solicitation.

33. **DISQUALIFICATION OF BIDDER**

The Purchasing Manager shall maintain a current listing of qualified Bidders. The Purchasing Manager may, from time to time, remove any Bidder's name from the list of qualified Bidders. Normally the removal of a Bidder from the Bidder list is done after non-response from that Bidder for three (3) consecutive solicitations. Such action may also arise out of breach of contract, default, or irregular business practice, based on the Finance Director and City Attorney's recommendation. Any or all responses may be rejected if the City believes that collusion exists among the Bidders. Responses in which the prices are obviously unbalanced may be rejected. If multiple responses are submitted by a Bidder and after the responses are opened one of the responses is withdrawn, the result will be that all of the responses submitted by that Bidder will be withdrawn; however, nothing herein prohibits a Bidder from submitting multiple responses for different products or services.

34. **EVALUATION**

Evaluation shall be used as a determinant as to which response items or services are the most efficient and/or most economical for the City. It shall be based on all factors which have a bearing on price and performance of the items in the user environment. All responses are subject to tabulation by the City of Port Orange Purchasing Division and recommendation to the governing body. Compliance with all solicitation requirements, delivery and needs of the using department are considerations in evaluating responses. Pricing is NOT the only criteria for making a recommendation. The City of Port Orange Purchasing Division reserves the right to contact any Bidder/Proposer, at any time, to clarify, verify or request information with regard to any response.

35. **EXCEPTIONS TO SPECIFICATIONS**

For purposes of evaluation, the Bidder must indicate any exception to the specifications, terms, and/or conditions, no matter how minor. This includes any agreement or contract forms supplied by the Bidder that are required to be signed by the City. If exceptions are not stated by the Bidder, in his/her bid, it will be understood that the item(s)/services fully comply with the specifications, terms and/or conditions stated by the City. Exceptions are to be listed by the Bidder on Form 7.2 *Bidder's Acknowledgement* included with the bid. The City will not determine exceptions based on a review of any attached sales or manufacturer's literature.

36. **E-VERIFY**

Bidders shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Bidder during the term of contract and shall expressly require any subcontractor performing services pursuant to the contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the term of contract. Bidders shall complete Form 7.11 *E-Verify Affidavit* and include it in the returned bid package. Failure to include the affidavit may result in rejection of the bid.

37. **FACILITIES**

The City reserves the right to inspect the Bidder's facilities at any time.

38. **FAILURE TO RESPOND**

If the Bidder elects not to bid, the City requests that Bidder return the enclosed Form 7.14 *No Bid Response* by the bid due date and state the reason(s) for not bidding. Failure to respond, either by submitting a bid, or by submitting Form 7.14 *No Bid Response*, three (3) times, shall result in the Bidder's name being removed from the City's mailing list.

39. **FINANCIAL STABILITY**

Bidders shall be prepared to supply a financial statement upon request, preferably a certified audit of the last available fiscal year. A third party prepared financial statement **and** the latest Dunn & Bradstreet report will be accepted in lieu thereof.

40. **FORCE MAJEURE**

Neither party shall be liable for any delay in performance or failure to perform any obligation hereunder if, and to the extent that, such failure or delay is caused by an event of force majeure. Force majeure shall mean any act, event or condition that is beyond the party's reasonable control, that materially and adversely affects the party's ability to perform its obligations hereunder, and that is not the result of the party's willful neglect, error, omission or failure to exercise reasonable due diligence.

41. **FOREIGN COUNTRIES OF CONCERN**

A governmental entity may not knowingly enter into a contract with an entity which would give access to an individual's personal identifying information if: a) the entity is owned by the government of a foreign country of concern to include the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolas Maduro, or the Syrian Arab Republic, including any agency of or any other entity of significant control of such foreign country of concern; b) the government of a foreign country of concern has a controlling interest in the entity; or c) the entity is organized under the laws of or has its principal place of business in a foreign country of concern.

42. **GOVERNING FORMS**

In the event of any conflict between the terms and provisions of these requirements and the specifications, the specifications shall govern. In the event of any conflict of interpretation of any part of this overall document, the City's interpretation shall govern.

43. **GOVERNING LAW**

Bidders shall comply with all applicable federal, state and local laws and regulations. All responses are solicited and shall be made pursuant to the Code of Ordinances, City of Port Orange, Chapter 2, Article VI, Division 2, Section 2-263, and all responses will be evaluated in accordance with the provisions thereof. Code of Ordinances, City of Port Orange is on file in the Office of the City Clerk, City Hall, 1000 City Center Circle, Port Orange, Florida and at www.municode.com. The City of Port Orange is also governed by the Consultants' Competitive Negotiation Act, Section 287.055, Florida Statutes, as the method of selecting architects, engineers and land surveyors. The City has utilized the procedures in the Act for Professional counselors, environmentalists, planners, general contractors, computer systems, designers, telecommunications consultants, maintenance technicians, financial services and other professional services. Every acquisition equal to or greater than $35,000.00 must have a signed, notarized *Sworn Statement of Public Entity Crimes* (Form 7.5) contained herein to comply with Section 287.133(3)(a), Florida Statutes. Also required is the *Drug- Free Preference Statement* (Form 7.4) also contained herein to comply with Section 287.087, Florida Statutes.

44. **GRANT FUNDING**

Any contract entered into by the City that is to be paid from grant funds shall be limited to payment from the grant funding and the Bidder understands that the City has not set aside any City funds for the payment of obligations under a grant contract. If grant funding should become unavailable at any time for the continuation of services paid for by the grant, and further funding cannot be obtained for the contract, then the sole recourse of the provider shall be to terminate any further services under the contract and the contract shall be null and void.

45. **HIPAA COMPLIANCE**

The Bidder agrees to comply with the Standards for Privacy of Individually Identifiable Health Information of the Health Insurance Portability and Accountability Act of 1996, PL 104-191, 45 CFR Parts 160-164, as amended, referred to as "HIPAA," to the extent that the Bidder uses, discloses or has access to protected health information as defined by HIPAA.

46. **HUMAN TRAFFICKING**

When a contract is executed, renewed, or extended between a nongovernmental entity and a governmental entity, the nongovernmental entity must provide the governmental entity with an affidavit signed by an officer or a representative of the nongovernmental entity under penalty of perjury attesting that the nongovernmental entity does not use coercion for labor or services as defined in this section. For purposes of this subsection, the term "governmental entity" has the same meaning as in s. 287.138(1).

47. **IDENTICAL TIE BIDS**

If there are tie bids, meaning everything except the information relating to the submitting firm is the same, the following methods shall be used in the order below to break the tie:

- The Bidder that has a Business Tax Receipt (BTR) within Port Orange City limits (confirmed through Sunbiz).
- The commodity was manufactured in the State of Florida.
- Florida business as confirmed thru SunBiz.org.
- If one has or had a contract with the City and performance is or was satisfactory. If performance of a tie Bidder who has or had a contract with the City and performance is or was not satisfactory, the other tied Bidder is awarded.

- Drug free workplace policy in place.

48. **INDEMNIFICATION/HOLD HARMLESS**

(a) Bidder shall be liable for any loss of, or damage to, City property caused by the negligence, recklessness, or intended wrongful misconduct of Bidder, his/its agents, servants and employees and shall indemnify and save the City harmless against all actions, proceedings, claims, demands, costs, damages and expenses, including attorney's fees, by reason of any suit or action brought for any actual or alleged injury to or death of any person or damage to property other than City property, resulting from the performance of the contract by the Bidder, his/its agents, servants and employees. Bidder shall submit a full written report to the Finance Director within twenty-four (24) hours following the occurrence of such damage, loss or injury.

(b) To the fullest extent permitted by law, in addition to the express duty to indemnify the City when there is any causal connection between Bidder's work and any injury, loss, damage, death or property damage, Bidder expressly undertakes a duty to defend City as a separate duty, independent of and broader than the duty to indemnify. The duty to defend agreed to by Bidder hereby expressly include all costs of litigation, attorney's fees, settlement costs and reasonable expenses in connection with the litigation, whether or not the claims made for loss, injury, damage or property damage are valid or groundless and regardless of whether the defense of City is maintained by the City or assumed by Bidder as long as the claims made could be causally connected to Bidder as reasonable determined by the City.

49. **INDEPENDENT CONTRACTOR**

It is expressly understood and agreed by both parties hereto that the City is contracting with the successful Bidder as an independent contractor. The parties hereto understand and agree that the City shall not be liable for any claims which may be asserted by any third party occurring in connection with the services to be performed by the successful Bidder under this contract and that the successful Bidder has no authority to bind the City. The Bidder represents itself to be an independent contractor offering such services to the public and shall not represent himself or his employees to be an employee of the City. Therefore, the Bidder shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, worker's compensation, employee insurance, minimum wage requirements, overtime, etc., and agrees to indemnify, save, and hold the City, its officers, agents, and employees, harmless from and against, any and all loss; cost (including attorney's fees); and damage of any kind related to such matters. The Bidder shall further understand that the City cannot save and hold harmless and or indemnify the Bidder and/or the Bidder's employees against any liability incurred or arising as a result of any activity of the Bidder or any activity of the Bidder's employees performed in connection with the contract.

50. **INSPECTIONS AND TESTING**

City of Port Orange reserves the right to inspect any item(s) or service location for compliance with specifications and requirements and needs of the using department. If a Bidder cannot furnish a sample of a response item, where applicable, for review, or fails to satisfactorily show an ability to perform, the City can reject the response as inadequate and non-responsive.

51. **INSURANCE CANCELLATION**

No change or cancellation in insurance shall be made without thirty (30) days of written notice by the Bidder to the City. Insurance coverage required in these specifications shall be in force throughout the contract term. Should any awardee fail to maintain or to provide acceptable evidence of current insurance within five (5) days after receipt of written notice at any time during the contract term, the City shall have the right to consider the contract breached which shall justify the termination thereof.

52. **INSURANCE REQUIREMENTS**

Bidder shall maintain insurance, as required herein, during the life of this contract. Bidder shall provide to the City, a certificate of insurance endorsing the City of Port Orange as an additional named insured. All insurance coverages of the Bidder shall be primary and non- contributory. All insurance coverages of the Bidder shall not seek contribution from any other insurance or self-insurance available to the City. For workers' compensation coverage, the Bidder's insurance certificate shall include the insurer's waiver of subrogation in lieu of endorsing the City as an additional insured for workers' compensation.

**IMPORTANT:** The City does not accept Workers' Compensation Exemptions. Bidder may use leased employees if the Bidder ensures that all workers who access the jobsite are employees covered by the employee leasing company, and no non-employees are permitted to access the jobsite. Any Bidder using a leased employee shall complete the City's *Leased Employee Affidavit* contained herein. Policies for

Workers' Compensation may be issued by companies authorized as a group self-insurer by F.S. 440.572. Policies other than Workers' Compensation shall be issued by insurers licensed and/or duly authorized under Florida Law to do business in the State of Florida and all insuring companies are required to have a minimum rating of "A-" in the "Best Key Rating Guide" published by A.M. Best & Company, Inc. Bidder shall not commence work under this contract until the City has received a certificate or certificates of insurance with endorsement evidencing the required insurance. Insurer shall provide the City written notice of cancellation, non-renewal or any other changes in coverage no later than thirty (30) days prior to the effective date of the change and shall provide notice to the City no later than 10 days after non-payment. The Certificates of Insurance and required insurance policies shall contain provisions that thirty (30) days of prior written notice shall be given to the City of any cancellation, intent not to renew, or reduction in the policies or coverages. Bidder shall require and ensure each of its subcontractors to maintain, until the completion of the subcontractor's work, insurance of the types and to the limits set forth herein. All insurance coverages shall be primary and non-contributory. All insurance coverages of the subcontractors shall not seek contribution from any other insurance or self-insurance available to the City. The Bidder is responsible for ensuring that its subcontractors maintain the required coverage. Failure of the Bidder to ensure the subcontractors maintain the required coverage, shall not relieve the Bidder of any contractual responsibility, obligation or liability. The City reserves the right to increase the insurance coverage requirement as determined for higher risk contracts. The acceptance by the City of any Certificate of Insurance does not constitute approval or agreement by the City that the insurance requirements have been satisfied or that the insurance policy shown on the Certificate of Insurance is in compliance with and does not waive the insurance required by this. Should at any time the Bidder or subcontractors not maintain the insurance coverages required herein, the City may terminate the contract or at its sole discretion shall be authorized to purchase such coverages and charge the Bidder for such coverages purchased. The City shall be under no obligation to purchase such insurance, nor shall it be responsible for the coverages purchased or the insurance company or companies used. The decision of the City to purchase such insurance coverages shall in no way be construed to be a waiver of any of its rights under the contract.

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| *Standard Insurance Requirements* | | | |
|---|---|---|---|
| **Required** | **Insurance** | **Standards** | **Additional Requirements** |
| ☒ | Workers' Compensation<br>The Contractor shall maintain coverage for its employees with statutory workers' compensation limits, and no less than the limits indicated in the Schedule of Limits for Employers' Liability. Said coverage shall include a waiver of subrogation in favor of the City. **The City will not accept elective exemptions.** Any Contractor using an employee leasing Company shall complete the Leased Employee Affidavit Exhibit Form. | Contract Amount — Limits<br>Up to $10 million — Statutory/$500,000<br>$10 - $20 million — Statutory/$1,000,000<br><br>Contracts over $20 million to be determined by the City | • If contract requires work on or about navigable waters, Longshoreman's and Harbor Workers' coverage required.<br><br>• If vessels involved, Jones Act coverage with limits of $500,000 required |
| ☒ | Comprehensive General Liability (including completed operations and contractual liability) | Limits: Combined Single Limit Bodily Injury and Property damage:<br>$1,000,000 each occurrence<br>$1,000,000 aggregate | When work is on or under Railroad rights of way or properties, the Contractor shall take out and maintain during the life of the contract, Railroad protective liability and property damage insurance in amounts as requested by the Railroad. |
| ☒ | Comprehensive Business, Automobile Liability to include all owned, hired and non-owned automobiles | Limits: Auto Liability Bodily Injury and Property Damage:<br>$1,000,000 each occurrence<br>$1,000,000 aggregate | |
| *Additional Insurance Requirements* | | | |
| ☐ | Property Insurance Builders Risk<br><br>Additional Coverage: | Limits: Buildings – completed value of contract<br><br>"All Risk" coverage on latest ISO for or its equivalent. Permission granted to occupy. Owner named as insured AIMA | If agreement required handling or installation of Owner's equipment, coverage should be furnished on "All Risk" form, including transit and Owner shall be named. |
| ☐ | Installation Floater (IT) | Limits: Coverage – To Be Determined | |
| ☐ | Contractor Pollution Liability | Limits: Coverage - $1,000,000 | |
| ☐ | Professional Liability/Errors and Omissions | Limits: Coverage - $1,000,000 | |
| ☐ | Umbrella Policy | Limits: Coverage – To Be Determined | |
| ☐ | Payment and Performance Bond required | Limits: Coverage – equal to amount of contract | |
| | **City Manager waives Payment and Performance Bond for work under $200,000 unless otherwise required by Department Director.** | | |
| | **Unless otherwise required by law, City Manager waives insurance for FOB goods only purchases.** | | |

53. **INVOICES AND PAYMENTS**

All invoices shall be sent to: City of Port Orange, Accounts Payable, P.O. Box 291759, Port Orange, Florida, 32129 or email apbilling@port-orange.org. In accordance with Florida Statutes, Chapter 218, payment will be made within 45 days after receipt of merchandise and a proper invoice. The City will attempt to pay within fewer days if contractor offers a payment discount. The City cannot make advance payments, make deposits in advance of receipt of goods, or pay C.O.D. The awarded firm is encouraged to accept payment via ACH. This can be accommodated after the contract is fully executed.

54. **IRREVOCABILITY OF RESPONSES**

Each Bidder agrees that responses shall remain open until the contract effective date not to exceed 90 days after the award selection, shall not be subject to revocation or withdrawal, and shall be subject to the City Council's acceptance of a contract with the Bidder.

55. **LATE SUBMISSIONS, LATE MODIFICATIONS AND LATE WITHDRAWALS**

Responses received after the response due date and time are late and shall not be considered. Modifications received after the response due date are also late and shall not be considered. Letters of withdrawal received after the response due date are late and shall not be considered. Letters of withdraw received after contract award shall be deemed a breach of contract, subject to penalties as set forth in the contract and solicitation.

56. **LEGAL REQUIREMENTS**

Applicable provision of all federal, state, county and local laws, and all ordinances, rules, and regulations shall govern development, submittal and evaluation of all responses received in response hereto and shall govern any and all claims and disputes which may arise between person(s) submitting a response to a solicitation hereto and the City by and through its officers, employees and authorized representatives, or any other person, natural or otherwise; and lack of knowledge by any Bidder shall not constitute a cognizable defense against the legal effect thereof.

57. **LICENSES, PERMITS AND TAXES**

The Bidder shall comply with all rules, regulations, laws and permitting requirements of the City, Volusia County, the State of Florida, and the United States Government now in force or hereafter to be adopted. The Bidder shall abide by all ordinances and laws pertaining to his/her operations and shall secure, at his/her expense, all licenses and permits necessary for construction and operation.

58. **LITERATURE (if applicable):**

If no brand, model or make is specified, Bidders shall submit descriptive literature and technical data, fully detailing all features, designs, construction, appointments, finishes and the like not covered in the specifications, necessary to fully describe the equipment, material, and/or services Bidder proposes to furnish.

59. **MAINTENANCE**

If maintenance is required for equipment purchased as a result of this solicitation, it is preferred that such maintenance be available to the City of Port Orange by a manufacturer-authorized maintenance facility. Costs for this service shall be shown on the Schedule of Unit Pricing form for the solicitation. If the City of Port Orange opts to include maintenance, it shall be so stated in the purchase order and said cost will be included. Service will commence only upon expiration of applicable warranties and shall be priced accordingly.

60. **NAME BRANDS**

Specifications may reference name brands and model numbers. It is not the intent of the City of Port Orange to restrict these bids in such cases, but to establish a desired quality level of merchandise or to meet a pre-established standard due to like existing items. Bidders may offer items of equal stature and the burden of proof of such stature rests with the Bidder, unless otherwise specified by the City. The City of Port Orange shall act as sole judge in determining equality and acceptability of products offered.

61. **NON-DISCRIMINATION**

There shall be no discrimination as to race, color, religion, gender, age, marital status, national origin, ancestry, and physical or mental disability in the operations conducted under this contract. Included as applicable activities by the contractor under this section are the solicitation for or purchase of goods or services, or the subcontracting of work in performance of this contract.

62. **NON-EXCLUSIVITY OF CONTRACT**

The selected Bidder understands and agrees that any resulting contractual relationship is non-exclusive, and the City of Port Orange reserves the right to seek similar or identical services elsewhere if deemed in the best interest of the City of Port Orange.

63. **NON-PERFORMANCE**

Failure to meet the expected quality of workmanship, schedule, or other criteria agreed upon, shall be considered a default. In case of default, the City may procure the required services from other sources and hold the contractor responsible for any excess costs occasioned thereby and may immediately cancel the contract.

64. **NOTICE TO CONTRACTOR**

The employment of unauthorized aliens by any contractor is considered a violation of Section 274A (e) of the Immigration and Nationality Act. If the contractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of the contract.

65. **OPTIONAL CONTRACT USAGE**

As provided in Section 287.042(16), Florida Statutes, State of Florida agencies may purchase from a contract resulting from this solicitation, provided the Department of Management Services, Division of Purchasing, has certified its use to be cost effective and in the best interest of the State. Contractor(s) may sell such commodities or services certified by the Division to State of Florida agencies at the contractor's option.

66. **OTHER AGENCIES**

(a) All Bidders awarded contracts from this bid may, upon mutual agreement, permit any municipality or other governmental agency to participate in the contract under the same prices, terms, and conditions, if agreed to by both parties.

(b) It is understood that at no time will any city, municipality, or other agency be obligated for placing an order for any other city, municipality, or agency; nor will any city, municipality, or agency be obligated for any bills incurred by any other city, municipality, or agency. Further, it is understood that each agency will issue its own purchase order to the awarded Bidder(s).

67. **PATENTS/COPYRIGHTS**

The successful Bidder agrees to indemnify and hold the City harmless from any claim involving patent infringement or copyrights on goods supplied.

68. **PRE-BID CONFERENCE**

The Purchasing Manager shall determine if a pre-bid conference is mandatory and provide the date, time and location in the solicitation legal advertisement and solicitation specifications. The conference shall normally be held in the Council Chambers, located on the first floor of City Hall, 1000 City Center Circle, Port Orange, Florida. A site visit may be included and shall immediately follow. Only Bidders attending a mandatory pre-bid conference will be eligible to submit a response. The representative of each Bidder shall be an authorized employee of the Bidder and shall sign in accordingly.

69. **PREPARATION OF RESPONSES**

In preparing responses, the Schedule of Unit Pricing form, the Bid Bond form (when a Bid Bond is required as bid security), Certificate as to Corporate Principal, Public Entity Crimes Statement, Anti- Collusion Statement, and Drug Free Preference Statement must be properly executed in ink. The prescribed Schedule of Unit Prices shall be typewritten or written in ink, or electronically imputed in the blank spaces for each item, with the amounts extended if a unit price bid, and all amounts totaled. The sum of the total bid as calculated from the individual items, Schedule of Unit Prices, shall equal the Total Price. Except as provided below, bids containing substitutions or combinations of alternates will not be considered unless such substitutions or combinations are specifically authorized by the solicitation. The Bidder shall sign his/her name and give his/her business address in the spaces provided therefore. If the submittal is made as a partnership, it shall be signed by all partners; if made by a corporation, it shall be signed in the name of the corporation by one of the officers thereof and shall have affixed the seal of the corporation.

70. **POSTPONEMENT/CANCELLATION/WAIVER OF IRREGULARITIES**

The City may, at its sole and absolute discretion, reject any and all, or parts of responses; re- advertise the solicitation for new responses; postpone or cancel, at any time, the solicitation process; or waive any irregularities in the solicitation or in the responses received as a result of the solicitation, or to accept that response which best serves the interest of the City.

71. **PRICING**

Responses may not be withdrawn before the expiration of one-hundred-twenty (120) days. Prices shall be firm, with no escalator clauses unless specified by the City. Responses may be withdrawn after one-hundred-twenty (120) days only upon written notification to the City. Prices for all goods and/or services shall be firm for the duration of this contract and shall be stated on the Schedule of Unit Pricing form. Prices shall be all inclusive: no price changes, additions, or subsequent qualifications will be honored during the course of the contract. All prices must be written in ink or typewritten. Pricing on all transportation, freight, drayage and other charges are to be prepaid by the contractor and included in the bid prices. If there are any additional charges of any kind, other than those mentioned above, specified or unspecified, the Bidder shall indicate the items required and attendant costs or forfeit the right to payment for such items. Where unit pricing and extended pricing differ, unit pricing prevails. In the event of any discrepancy between the written amounts and the numerals, the written amounts shall govern and will be considered as the price bid. When submitting bids/proposals based on a lump sum basis, Bidders shall be required to submit a price for each line item listed on the Schedule of Unit Pricing in order to be considered for award.

72. **PRODUCTS/ESTIMATES**

Items included on the bid form represent the needs of various departments within the City. This is in no way to be construed as the entire or complete list of products to be purchased from the resulting contract. There is no anticipated dollar volume for this contract and estimated quantities provided on the Schedule of Unit Pricing are for bidding purposes only and are not guaranteed. Items shall be ordered on an as needed, when needed basis. Exact quantities or estimated quantities cannot be predetermined.

73. **PROPRIETARY INFORMATION**

Upon receipt by the City, responses to solicitations, become public records subject to the provisions Florida's state policy on public records, Section 119, Florida Statutes. If you believe that any portion of your response is exempt, you should clearly identify the specific documents for which confidentiality is claimed and provide specific legal authority of the asserted exemption. Any financial statement that an agency requires a prospective Bidder to submit in order to prequalify for bidding or for responding to a proposal for a road or any other public works project is exempt from Section 119.07, Florida Statutes, and Article I, 24(a), Florida Constitution.

74. **PROTECTION**

Precaution shall be exercised at all times for the protection of persons, (including employees) and property. All existing structures, utilities, services, roads, trees, shrubbery, etc. shall be protected against damage or interrupted service at all times by the contractor during the term of contract, and the contractor shall be held responsible for any damage to the property occurring by reason of his/her operation on the property.

75. **PUBLIC ENTITY CRIMES**

In accordance Section 287.133 (2)(a), Florida Statutes: A person or affiliate who has been placed on the convicted Bidder list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 Months from the date of being placed on the convicted Bidder list.

76. **PUBLIC RECORDS COMPLIANCE**

Contractor shall comply with public records laws as set forth in Section 119, Florida Statutes, and shall specifically:

(a) Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the service.
(b) Provide the public with access to public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed the cost provided in Section 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 to the City, at no cost, 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 in a format that is compatible with the information technology systems of the City.

**IF THE VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE OFFICE OF THE CITY CLERK AT 386-506-5563, cityclerk@port-orange.org, CITY OF PORT ORANGE, 1000 CITY CENTER CIRCLE, PORT ORANGE, FLORIDA, 32129.**

The failure of contractor to comply with a public records request shall constitute a material breach of the contract.

77. **PUBLIC RECORDS/PUBLIC MEETINGS EXEMPTION STATEMENT**

Section 119.071(1)(c), Florida Statutes: **Any financial statement that an agency requires a prospective Bidder to submit in order to prequalify for bidding or for responding to a proposal for a road or any other public works project is exempt from s. 119.07(1) and s. 24(a), Art. I of the State Constitution. On June 2, 2011, Governor Scott signed HB 7223 into law.** This new legislation amends Florida's Public Records and Sunshine Laws, by expanding "exemptions" applicable to bids, proposals and replies to sealed competitive solicitations, and closes evaluation meetings from the public in certain instances. First, Section 119.071, Florida Statutes was amended to provide that sealed bids, proposals, or replies received by a Florida public agency shall remain exempt from disclosure until an intended decision is announced or until 30 days from the opening, whichever is earlier. This means that Bidders will not be able to procure a copy of their competitors' bids until an intended decision is reached or 30 days has elapsed since the time of the bid opening. The prior version of the law provided for a 10-day exemption. Next, Section 286.0113, Florida Statutes was amended to provide that meetings of persons appointed to evaluate bids or proposals and negotiate contracts shall be closed in certain circumstances. Specifically, portions of such meetings may now be closed to the public during oral presentations made by a Bidder, or where a Bidder answers questions. In other words, neither Bidders, nor the public will be permitted to sit in on meetings, unless this exemption is waived by the City Council, wherein their competitors are making presentations or discussing their bid or proposal with the committee members. The portions of these meetings must still be recorded and are subject to disclosure at the time of an intended award decision or within 30 days of the bid or proposal opening, whichever is earlier. Portions of the meetings that do not involve presentations, questions and answers, or negotiation strategy or negotiation sessions are still open to the public and competing Bidders, but the new law limits public attendance to portions of such meetings.

78. **PURCHASE ORDER AND DELIVERY**

The successful Bidder shall not deliver products or provide services without a City of Port Orange purchase order, signed by an authorized agent of the City of Port Orange. The fastest, most reasonable delivery time shall be indicated by the Bidder. Any special information concerning delivery should also be included, on a separate sheet, if necessary. All items shall be shipped F.O.B. INSIDE DELIVERY unless otherwise stated in the specifications. This shall be understood to include bringing merchandise to the appropriate room or place designated by the using department. Every tender or delivery of goods must fully comply with all provisions of these requirements and the specifications including time, delivery and quality. Nonconformance shall constitute a breach which shall be rectified prior to expiration of the time for performance. Failure to rectify within the performance period shall be considered cause to reject future deliveries and cancellation of the contract by City of Port Orange without prejudice to other remedies provided by law. Where delivery times are critical, the City of Port Orange reserves the right to award accordingly.

79. **QUALITY**

All materials used for the manufacture or construction of any supplies, materials or equipment covered by this bid shall be new. The items bid must be new, the latest model, of the best quality and highest-grade workmanship unless otherwise specified in this bid by the City.

80. **QUESTIONS/INTERPRETATIONS**

Questions regarding interpretation of responses, solicitation results or solicitation awards shall be directed in writing to the Purchasing Division and referenced by the solicitation number no later than the last day for questions as specified in the solicitation documents. The City of Port Orange shall not be

responsible for oral interpretations given by any City personnel or representative or others. The issuance of a written addendum is the only official method whereby interpretation, clarification or additional information can be given.

81. **RECORDS/AUDIT**

(a) The contractor agrees that the City, or any duly authorized representative, shall, until the expiration of five (5) years after final payment hereunder, have access to and the right to examine and copy any pertinent books, documents, papers and records of the contractor involving transactions related to this contract.

(b) The contractor further agrees to include in any subcontract for more than $10,000 entered into as a result of this contract, a provision to the effect that the subcontractor agrees that the City or any duly authorized representative shall, until the expiration of five (5) years after final payment under the subcontract, have access to and the right to examine and copy any pertinent books, documents, papers and records of such contractor involved in transactions related to such subcontract, or this contract. The term subcontract as used herein shall exclude purchase orders for public utility services at rates established for uniform applicability to the general public.

(c) The period of access provided in subparagraphs (a) and (b) above for records, books, documents and papers which may relate to any arbitration, litigation, or the settlement of claims arising out of the performance of this contract or any subcontract shall continue until any appeals, arbitration, litigation or claims shall have been finally disposed of.

82. **RECYCLED MATERIALS**

City of Port Orange encourages the use of products made of recycled materials.

83. **REJECTING OF RESPONSES/RE-BIDDING**

The City reserves the right to accept or reject any or all responses or parts of responses, to waive irregularities and technicalities, and to request re-bids. The City also reserves the right to award the contract on such items the City deems will best serve the interests of the City. The City further reserves the right to award the contract on a "split order" basis, or such combination as shall best serve the interests of the City unless otherwise specified. The City Council shall have the authority to reject any and all responses. If the lowest and best response exceeds the budgeted amount and the City Council does not make additional funds available, the Purchasing Division with the help of the department head shall have the authority to re-advertise the article or articles for bidding after making sufficient changes in the plans or specifications to bring the cost within the limit of the money available. (Code 1981, § 8-28.)

84. **REQUEST FOR ADDITIONAL INFORMATION**

Prior to the final solicitation selection, Bidders may be required to submit additional information which the City may deem necessary to further evaluate the Bidder's qualifications to perform under the terms of the solicitation and subsequent contract.

85. **REVIEW OF RESPONSES/SUBMISSIONS**

Each response will be reviewed to determine if the response is responsive to the submission requirements outlined in the solicitation. A responsive response is one which follows the requirements of the solicitation, includes all required documentation, is submitted in the format outlined in the solicitation, is of timely submission, and has the appropriate signatures as required on each document. Failure to comply with these requirements may deem your response non-responsive.

86. **RIGHT OF WITHDRAWAL**

A bid, proposal, statement, or reply may not be withdrawn before the expiration of one-hundred-twenty (120) days from the response due date.

87. **RIGHTS TO SOLICITATION SUBMITTED MATERIAL**

All responses, inquiries, or correspondence relating to or in reference to a solicitation, and all reports, charts, and other documentation submitted by Bidders shall become the property of the City when received.

88. **RULES, REGULATIONS AND LICENSING REQUIREMENT**

The Bidder shall comply with all laws, ordinances and regulations applicable to the services contemplated herein, including those applicable to conflict of interest and collusion. Bidders are presumed to be familiar with all federal, state and local laws, ordinances, codes and regulations that may in any way affect the services offered.

89. **SAMPLES**

Samples, when requested, must be furnished at, or before the bid opening, (unless otherwise specified), and will be delivered at no charge to the City. If not used and/or destroyed in testing, said sample(s) will, at the Bidder's request, be returned within thirty (30) days after bid award at the Bidder's expense. If requested by the City, samples and/or inspection of like items are to be made available in the central Florida area.

90. **SCRUTINIZED COMPANIES LIST**

The contractor shall refrain from any of the prohibited business activities with the Governments of Sudan and Iran as described in section 215.473, Florida Statutes. Pursuant to section 287.135(5), Florida Statutes, the City may immediately terminate this contract for cause if the contractor is found to have submitted a false certification or if the contractor is placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or is engaged in business operations with Cuba or Syria during the term of the contract. The contractor shall provide a completed *Scrutinized Companies Certification* (Form 7.10), certifying the contractor's compliance with this section, prior to the execution of this contract.

91. **SEPARATION AND DISTRUBUTION**

The solicitation has been designed for transmittal as a complete document to interested parties. It is recommended that it not be separated; however, it may be reproduced in its entirety as additional distribution might dictate.

92. **SEVERABILITY**

If any section, subsection, paragraph, sentence, clause, phrase or word of these requirements or the specifications shall be held invalid, such holding shall not affect the remaining portions of these requirements and the specifications and it is hereby declared that such remaining portions would have been included in these requirements and the specifications as though the invalid portion had been omitted.

93. **SIGNATURE REQUIRED**

All responses must show the company name and be signed by a company officer or employee who has the authority to bind the company or firm by their signature. UNSIGNED RESPONSES WILL BE REJECTED. All manual signatures must be original - no rubber stamp, photocopy, etc.

94. **SIGNED RESPONSE CONSIDERED AN OFFER**

The signed response is considered an offer on the part of the Bidder, which offer shall be considered accepted upon approval by the City of Port Orange City Council (if required). The City of Port Orange will issue a purchase order or a letter of authorization to the successful Bidder, as authorization for delivery of the items awarded subject to requirements of detailed specifications and those contained herein. In the event of default on the part of the Bidder after such acceptance, the City may take such action as it deems appropriate including legal action for damages or specific performance.

95. **SILENCE OF SPECIFICATIONS**

The apparent silence of specifications as to any detail, or the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practice is to prevail and that only material and workmanship of the finest quality are to be used. All interpretations of specifications shall be made on the basis of this statement. The items furnished under this contract shall be new, unused of the latest product in production to commercial trade and shall be of the highest quality as to materials used and workmanship. Manufacturer furnishing these items shall be experienced in design and construction of such items and shall be an established supplier of the item bid.

96. **SOCIAL, POLITICAL, OR IDEOLOGICAL INTERESTS**

Pursuant to Florida Statute 287.05701, the governing body of a county, municipality, special district, or any other political subdivision of the state may not request documentation of or consider a vendor's social, political, or ideological interests when determining if the vendor is responsible. Furthermore, an awarding body may not give preference to a vendor based on the vendor's social, political, or ideological interests.

97. **SOLICITATION FORM COMPLETION, SUBMISSION AND RECEIPT OF RESPONSES**

Unless otherwise specified, Bidders shall use the solicitation forms supplied by the Purchasing Division. Responses shall be typewritten or handwritten in ink and shall bear the original signature of the Bidder's authorized representative. Responses containing erasures or corrections must be initialed by the Bidder in ink. Responses shall be submitted by mail or hand delivery only. No response will be accepted by facsimile transmission, e-mail or other electronic delivery. Responses submitted by mail shall be

addressed to: City Clerk, City of Port Orange, Attn: Purchasing Division, Port Orange City Hall, 1000 City Center Circle, Port Orange, Florida 32129. Responses submitted by hand delivery shall be delivered to: City Clerk, Port Orange City Hall, 1000 City Center Circle, Port Orange, Florida 32129. Responses will be accepted until 1:30 PM (Eastern Standard Time) on the date indicated in the solicitation documents or an addendum issued by the City. One (1) sealed envelope or package shall be submitted. The sealed envelope/package must contain the required forms and price proposals, where applicable, and will be evaluated and deemed responsive or non-responsive. All late responses will be returned to the Bidder and will not be opened. Bids (Envelope/Package) shall contain one (1) original and one (1) digital (CD or flash drive) version unless otherwise indicated in the legal advertisement and shall be mailed or delivered as set forth in the preceding paragraph in one (1) SEALED ENVELOPE/PACKAGE. The envelope/ package shall be clearly marked on the outside to include the bid project name, bid number, name and address of the Bidder.

98. **STATE LICENSING REQUIREMENTS**

All entities defined under Chapters 607, 608, 617 or 620, Florida Statutes, seeking to do business with the City shall be on file and in good standing with the State of Florida's Department of State. Prior to making an offer, the Bidder shall have met the license, certification, and any other requirements of the state, county, city and/or other agency of authority with jurisdiction in such matters and should provide copies of documentation that evidence such qualifications with the response to the solicitation; and, that the Bidder shall provide follow-up evidence that the Bidder maintains such credentials throughout the period of the agreement. A copy of a current certificate of authority from the Secretary of State authorizing the Bidder/responder to do business in the State of Florida, or other evidence of legal authority to do business in the state, county, city and/or any other agency of authority should be provided with your response to the solicitation. Information concerning certification with the Secretary of State may be obtained at https://dos.fl.gov/sunbiz/. Contract documents shall be executed by the entity's duly authorized officer as evidenced by entity records.

99. **SUBCONTRACTING**

The awarded Bidder will not sub-contract or enter into any subcontracting agreements pertaining to this contract, without obtaining written approval from the City of Port Orange.

100. **SUPPLEMENTAL MATERIALS**

Bidders are responsible for including all pertinent product data in the returned bid package. Literature, brochures, data sheets, specification information, completed forms requested as part of the bid package and any other facts which may affect the evaluation and subsequent contract award should be included. Materials such as legal documents and contractual agreements that the Bidder wishes to include as a condition of the bid must also be in the returned bid package. Failure to include all necessary and proper supplemental materials may be cause to reject the entire bid.

101. **TAXES**

The City of Port Orange is exempt from all federal excise, state and local taxes unless otherwise stated in this document. A Tax Exemption Certificate will be furnished upon written request to the City of Port Orange Purchasing Division

102. **TERM CONTRACTS**

Acceptance by the City of Port Orange of Bidder's offer shall be limited to the terms herein unless expressly agreed in writing by the City. If the contract is intended to cover a specific time-period, the term will be given in the bid specifications.

103. **TERMINATION**

**For Convenience:** The City of Port Orange reserves the right to terminate the contract or any work or delivery required hereunder, from time to time either in whole or part, whenever the City Manager of Port Orange shall determine that such termination is in the best interest of the City. Termination, in whole or in part, shall be effected by delivery of a Notice of Termination signed by the City Manager or his designee, postmarked or delivered to the contractor at least thirty (30) days prior to the date of termination, and specifically setting forth the effective date of termination.

**For Default:** The City may terminate the contract if the contractor breaches any of the terms therein, including, but not limited to, warranties of the contractor or if the contractor becomes insolvent or commits acts of bankruptcy. Such right of termination is in addition to and not in lieu of any other remedies which the City of Port Orange may have in law or equity. Default may be construed as, but is not limited to, failure to deliver the proper goods and/or services within the proper amount of time, and/or

to properly perform any and all services required to the City's satisfaction and/or to meet all other obligations and requirements. The City may cancel the contract at any time for breach of contractual obligations by providing the contractor with a written notice of such cancellation. Should the City exercise its right to cancel the contract for such reasons, the cancellation shall become effective on the date as specified in the notice of cancellation sent to the contractor. In the event of default by the contractor, the City reserves the right to procure the item(s) bid from other sources and holds the contractor responsible for excess costs incurred as a result. City Council may elect to refrain from doing business with the contractor as stipulated in City Code 2-276 Suspension and Disbarment.

**For Non-Appropriation of Funds:** If funds are not appropriated for any succeeding fiscal years subsequent to the one in which this contract is entered into, for the purpose of this contract, then the City may terminate this contract upon thirty (30) days prior written notice to the contractor. Should termination be accomplished in accordance with this Section, the City shall be liable only for payments due through the date of termination.

104. **TITLE TRANSFER**

Title and Risk of Loss of goods shall not pass to City of Port Orange until City of Port Orange actually receives and takes possession of the goods at the point or points of delivery. Receiving times may vary with the using department. Generally, deliveries may be made between 8:30 a.m. and 3:00 p.m., Monday through Friday. The contractor is advised to consult the using department for instructions. The place of delivery shall be specified in the bid specification and/or on the purchase order as a "Deliver To:" address.

105. **UNBALANCED BID**

A mathematically unbalanced bid is when a Bidder places a high price on some items and a low price on other items in a unit price contract. A bid is materially unbalanced when there is reasonable doubt that acceptance of a mathematically unbalanced bid will result in the lowest overall cost to the City. Unbalanced bids will be rejected if the prices are deemed materially unbalanced.

106. **USE OF SOLICITATION FORMS**

The Bidder shall complete the appropriate solicitation form(s) included in the solicitation. All blanks on the solicitation forms shall be completed. If a question or confirmation is not applicable, it should be answered with an "N/A." Supplemental information may be attached to the solicitation forms. Failure to fully complete the appropriate solicitation forms may result in disqualification of the response. If additional space for a response is required, attach an additional page to the page on which the question is stated. Clearly identify the number of the question to which the response is attached. Further, if additional solicitation form pages are needed, photocopy or replicate as appropriate, and attach such additional pages to the page on which the question or chart is stated. The signature of the Authorized Person or entity must be that of an officer, partner or a sole proprietor of the entity making the response. The original response, and each copy submitted shall contain an original signature on the *Bidder's Acknowledgement Form* contained in each solicitation.

107. **VARIANCES**

For purposes of response evaluation, Bidders must indicate any variances, no matter how slight, contained in the response. No variations or exceptions by a Bidder will be considered or deemed a part of the response submitted unless such variances or exceptions are listed in the response and referenced in the space provided on the response pages. If variances are not stated, or referenced as required, it will be assumed that the product or service complies with the City's terms, conditions and specifications. By receiving a response, the City does not necessarily accept any variances contained in the response. All variances submitted are subject to review and approval by the City. If any response contains material variances that, in the City's sole opinion, make that response conditional in nature, the City reserves the right to reject the response or part of the response that is declared, by the City, as conditional.

108. **WAIVER OF IRREGULARITIES**

The City of Port Orange reserves the right to waive and/or reject any non-substantial irregularity in responses received whenever such waiver or rejection is in the best interest of the City and/or it does not meet the minimum requirements set forth. All reasonably responsive responses will be considered. However, the City reserves the right to waive formalities or informalities in responses, to reject, with or without cause, any or all responses or portions of responses, or to interview or not interview individual Bidders, and to accept any responses or portions of responses deemed to be in the best interest of the City. The City Council shall grant the City Manager the ability to waive any and all non-substantial irregularities in any and all formal solicitations. (Code 1981, § 8-29; Ord. No. 2015-17, § 1, 5-19-2015)

109. **WARRANTIES**

Bidders shall furnish all data pertinent to warranties or guarantees which may apply to items in the response. Bidders may not limit or exclude any implied warranties. The Bidder warrants that products sold to the City shall conform to the standards established by the U.S. Department of Labor under the Occupational Safety and Health Act of 1970. In the event product does not conform to OSHA Standards, where applicable, City of Port Orange may return the product for correction or replacement at the Bidder's expense. If the Bidder fails to make the appropriate correction within a reasonable time, City of Port Orange may correct at the Bidder's expense.

**[Remainder of this page left intentionally blank]**

# SECTION 6 – SPECIAL REQUIREMENTS/INSTRUCTIONS

**PERIOD OF OFFER VALIDITY:**
Bids offered in this ITB must remain firm for a period of one-hundred-twenty (120) days from the ITB opening date.

**AWARD RECOMMENDATION: CONTRACTOR SELECTION & METHODOLOGY:**
The City desires to award to the lowest price as the Primary Contractor, and up to two (2) additional Contractors as alternates. Work awarded under this Proposal will be divided into two categories. The first of which shall include projects valued up to twenty-five thousand ($25,000.00) dollars. Work in this category will be assigned to the "Primary" awarded Contractor to provide a quote. If the "Primary" awarded Contractor cannot perform a project assigned to them or otherwise declines to provide a quote for the project, the city will choose an awarded alternate Contractor to quote the project. The second category will include projects with an estimated value of $25,001 - $200,000 and shall be quoted amongst all awarded Contractors. Category two projects will require participation from all awarded Contractors either by written quote or written declination to quote. The City reserves the right to amend this methodology for contractor selection and the assignment of work if it determines that such a decision would be in its best interest. Such changes may include but not be limited to emergency situations, performance issues, workload concerns, and increased or decreased work volume.

**CONTRACT TERM:**
An initial three (3) year period. The City may exercise two (2) subsequent one-year (1) renewal options upon appropriate City approvals and the agreement of the Contractor.

**ELIGIBILITY OF BIDDER:**
To be eligible to respond to this ITB, the Bidders must demonstrate proof of prior experience working with the services described in this ITB. Please provide eligibility experience with your submittal by completing Form 7.7 Statement of Bidder's Qualifications in its entirety.

**EXPEDIENT DELIVERY OF SERVICES**
The selected Contractors are expected to assist the City with drastically streamlining the process. The City expects to hold a kickoff meeting with selected Contractors within one week of award and Contractors are expected to execute delivery of services in the most expedient manner possible upon issuance of the Notice to Proceed. Some grants have a short timelines and require demolition to be completed no later than early July 2026. City demolition permits will be expedited , and demolition permit fees waived.

**FEDERAL CONTRACT PROVISIONS:**
Projects under this ITB are federally funded. Federal laws and regulations are included as Attachments No. 3 FEMA Compliance Regulations.

**LIMITATION OF LIABILITY/INDEMNIFICATION**
Indemnification for Grant Funded Projects. Contractor shall indemnify, defend and hold harmless the City, Florida Department of Emergency Management(FDEM), its employees and/or their contractors and the government of the United States, its employees and/or their contractors (US), from and against all claims, damages, losses, and expenses, including, but not limited to, attorney's fees arising out of, resulting from, or incident to Contractor's performance of its obligations in whole or part of this Agreement, unless such injury or damage is occasioned solely by the fault, negligence, or willful misconduct of the City, FDEM, or US.

In all claims against City, FDEM, or US, Contractor's indemnification obligation shall be limited in any way by any limitation on the amount or type of damages, compensation or any benefits payable by or for Contractor, or its employees, agents, or subcontractors.

**PROOF OF E-VERIFY REGISTRATION**
Bidders who do not include proof of E-Verify registration with Form 7.11 City of Port Orange Contractor E-Verify Affidavit may be deemed non-responsive. Bidder must include printed pages from the E-Verify website showing company name and E-Verify registration number (My Company Profile). Bidder's failure to include Form 7.11 and

proof of registration with their bid submittal may result in rejection of Bidder's submittal.

**LICENSES AND PERMITS**
Contractor is responsible for all applicable local and state licenses, permits and fees.

**FUNDING**
Funding for this project includes FEMA reimbursement. The Bidder will comply with all applicable federal laws, regulations, and Executive Orders, including FEMA policies, procedures, and directives. The awarded Bidder shall comply with all uniform administrative requirements, cost principles, and audit requirements for federal awards. Awarded Bidder shall ensure that all subcontracts comply with all applicable federal laws, regulations, and Executive Orders, including FEMA policies, procedures, and directives.

**PAYMENT & PERFORMANCE BONDS**
If awarded, the Bidder must be able to obtain payment and performance bonds from a surety company licensed in Florida and must submit proof of their present bonding capacity with their bid submittal package in the form of a current (not older than 3 months) letter from Bidder's bonding agent. Bidder's bonding capacity must be equal to or greater than 100% of the total amount bid. Bidders who do not include their present bonding capacity letter in their submittal package may be deemed non-responsive.

Upon award, the successful Bidder will be required to furnish and pay for a Payment and Performance Bond equal to one hundred percent (100%) of the contract amount to be recorded by the City, with the Clerk of the Circuit Court, Volusia County, Florida. After recording, the City will furnish to the awarded Bidder the recording information for the bond to evidence that the Bidder has met the requirement of Florida law. The City will bill the cost of recording to the awarded Bidder.

**BID BONDS:**
The Bidder must submit with their bid package a certified check or bank draft, payable to the City of Port Orange, FL or a satisfactory bid bond executed by the Bidder and an acceptable surety in the amount equal to (5%) of the total amount of the bid. If submitting a bid bond in lieu of a certified check or bank draft, the original bid bond must be included with bid submittal. If submitting a bid bond in lieu of a certified check or bank draft, Bidders who do not include their original bid bond with their submittal may be deemed non-responsive.

**NOTICE:**
The City reserves the right to consider cooperative contracts, federal, state municipal etc., in the evaluation process. If in the City's best interest, the City may utilize a cooperative contract in lieu of making an award.

**SAFETY:**
The awarded Bidder will comply with all applicable OSHA, State of Florida Safety Regulations and comply with all construction safety requirements of local authorities having jurisdiction. The awarded Bidder shall exercise all due caution to exclude the public from the work area and especially from contact with any hazardous materials.

**REPAIR OF DAMAGES:**
It is the responsibility of the awarded Bidder to repair any damages incurred in the area that are directly related to the project. When damages occur, the City of Port Orange Representative is to be notified and shall inspect the repairs upon completion.

## ***Compliance with Other Federal Standards.***

(a) Remedies. Administrative, contractual, or legal remedies in instances where the Contractor violates or breaches Contract terms. See Paragraph 8 - Termination for Default in the Contract, a draft of which is attached hereto and made apart hereof by reference.

(b) Termination for Convenience and Non-Appropriation of Funds. Termination for convenience by the City, including how it will be carried out and the basis for settlement is set forth in Paragraph 6, in the Contract, a draft of which is attached hereto and made apart hereof by reference. Termination for non-appropriation of funds is set forth in Paragraph 11 of the contract, a draft of which is attached hereto and made apart hereof by reference.

(c) Equal Employment Opportunity: During the performance of this Contract, the Contractor agrees as

follows:

(i) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(ii) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(iii) The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.

(iv) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(v) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(vi) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(vii) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this Contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(viii) The Contractor will include the portion of the sentence immediately preceding paragraph (i) and the provisions of paragraphs (i) through (viii) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for

noncompliance:

*Provided,* however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided,* that if the applicant so participating is a state or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the Contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of Contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

(d) Davis-Bacon Act: If applicable to this Contract, the Contractor agrees to comply with all provisions of the Davis Bacon Act as amended (40 U.S.C. 3141- 3144, and 3146-3148) and the requirements of 29C.F.R. pt. 5 as may be applicable. Contractor is 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, Contractor must be required to pay wages not less than once a week. This Contract is conditioned upon the acceptance of the Department of Labor Wage Determination. **In situations where the Davis-Bacon Act does not apply, neither does the Copeland "Anti-Kickback" Act.**

When required by the federal program legislation, prime construction contracts over $2,000 awarded by the City require the Contractor to comply with the following provisions from 29 C.F.R. § 5.5(a)(1)-(10), and Contractor must include these provisions in full in any subcontracts:

29 C.F.R. § 5.5 Contract provisions and related matters.
(a) The Agency head shall cause or require the contracting officer to insert in full in any contract in excess of $2,000 which is entered into for the actual construction, alteration and/or repair, including painting and decorating, of a public building or public work, or building or work financed in whole or in part from Federal funds or in accordance with guarantees of a Federal agency or financed from funds obtained by pledge of any contract of a Federal agency to make a loan, grant or annual contribution (except where a different meaning is expressly indicated), and which is subject to the labor standards provisions of any of the acts listed in § 5.1, the following clauses (or any modifications thereof to meet the particular needs of the agency, *Provided*, That such modifications are first approved by the Department of Labor):

(1) Minimum wages.
(i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis–Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in § 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein:
*Provided*, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a)(1)(ii) of this section) and the Davis–Bacon poster (WH–1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.
(ii)
(A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
(2) The classification is utilized in the area by the construction industry; and
(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30–day period that additional time is necessary.
(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt

and so advise the contracting officer or will notify the contracting officer within the 30–day period that additional time is necessary.
(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii)(B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.
(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.
(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *Provided*, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis–Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.
(2) Withholding.
The (write in name of Federal Agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis–Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, the (Agency) may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.
(3) Payrolls and basic records.
(i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis–Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis–Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.
(ii)

(A) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the (write in name of appropriate federal agency) if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant, sponsor, or owner, as the case may be, for transmission to the (write in name of agency). The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH–347 is available for this purpose from the Wage and Hour Division Web site at http://www.dol.gov/esa/whd/forms/wh347instr.htm or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the (write in name of appropriate federal agency) if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit them to the applicant, sponsor, or owner, as the case may be, for transmission to the (write in name of agency), the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the sponsoring government agency (or the applicant, sponsor, or owner).

(B) Each payroll submitted shall be accompanied by a “Statement of Compliance,” signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under § 5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under § 5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or

cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH– 347 shall satisfy the requirement for submission of the “Statement of Compliance” required by paragraph (a)(3)(ii) (B) of this section.

(D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the (write the name of the agency) or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore,

failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(4) Apprentices and trainees.

(i) Apprentices.

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees.

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of

work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity.

The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

(5) Compliance with Copeland Act requirements.

The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

(6) Subcontracts.

The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a) (1) through (10) and such other clauses as the (write in the name of the Federal agency) may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

(7) Contract termination: debarment.

A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

(8) Compliance with Davis–Bacon and Related Act requirements.

All rulings and interpretations of the Davis–Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

(9) Disputes concerning labor standards.

Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

(10) Certification of eligibility.

(i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis–Bacon Act or 29 CFR 5.12(a)(1)."

(e) Copeland Anti Kick Back Act: Compliance with the Copeland "Anti-Kickback" Act.

(i) Contractor. The Contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. Part 3 as may be applicable, which are incorporated by reference into this contract.

(ii) Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

(iii) Breach. A breach of the Contract clauses above may be grounds for termination of the Contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

(f) Contract Work Hours and Safety Standards Act:

For all contracts over $100,000 that involve the employment of mechanics, laborers, and construction work:

(i) Compliance with the Contract Work Hours and Safety Standards Act. If applicable per the standard described above, Contractor shall comply with the following provisions from 29 C.F.R. § 5.5(b)(1)-(4), hereinbelow, and furthermore, Contractor shall include these provisions, in full, into any subcontracts.

(1) *Overtime requirements.* No contractor or subcontractor contracting for any part of the Contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) *Violation; liability for unpaid wages; liquidated damages.* In the event of any violation of the clause set forth in paragraph (1) of this section the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of $27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

(3) *Withholding for unpaid wages and liquidated damages.* The City shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any other federal contract with the same prime Contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

(4) *Subcontracts.* The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

(ii) Further Compliance with the Contract Work Hours and Safety Standards Act.

In addition to the clauses contained in subparagraphs (i)(1) thru (4), hereinabove, in any applicable contract subject only to the *Contract Work Hours and Safety Standards Act* and not to any of the other statutes cited in 29 C.F.R. § 5.1, the Contractor shall comply with the following provisions and insert the same in any applicable contracts with subcontractors:

(1) The Contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the Contract for all laborers and mechanics, including guards and watchmen, working on the Contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid.

(2) Records to be maintained under this provision shall be made available by the Contractor or

subcontractor for inspection, copying, or transcription by authorized representatives of the Department of Homeland Security, the Federal Emergency Management Agency, and the Department of Labor, and the Contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

(g) Rights to Inventions Made Under a Contract or Agreement.

(1) Stafford Act Disaster Grants. This requirement **does not apply to the Public Assistance**, Hazard Mitigation Grant Program, Fire Management Assistance Grant Program, Crisis Counseling Assistance and Training Grant Program, Disaster Case Management Grant Program, and Federal Assistance to Individuals and Households – Other Needs Assistance Grant Program, as FEMA awards under these programs do not meet the definition of "funding agreement."

(2) If the FEMA award meets the definition of "funding agreement" under 37 C.F.R. § 401.2(a) and the non-Federal entity 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 non-Federal entity must comply with the requirements of 37 C.F.R. 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 FEMA. See 2 C.F.R. Part 200, Appendix II, ¶ F.

(3) The regulation at 37 C.F.R. § 401.2(a) currently defines "funding agreement" as any contract, grant, or cooperative agreement entered into between any Federal agency, other than the Tennessee Valley Authority, and any contractor for the performance of experimental, developmental, or research work funded in whole or in part by the Federal government. This term also includes any assignment, substitution of parties, or subcontract of any type entered into for the performance of experimental, developmental, or research work under a funding agreement as defined in the first sentence of this paragraph.

(h) Clean Air Act (42 U.S.C. 7401–7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251–1387) as amended.

For contracts exceeding $150,000.00, the following provisions apply:

**Clean Air Act**

(1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
(2) The Contractor agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency (FEMA), and the appropriate Environmental Protection Agency Regional Office.
(3) The Contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with federal assistance provided by FEMA.

**Federal Water Pollution Control Act**

(1) The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 et seq.
(2) The Contractor agrees to report each violation to the City and understands and agrees that the City, in turn, report each violation as required to assure notification to the Florida Division of Emergency Management ("FDEM"), Federal Emergency Management Agency (FEMA), and the appropriate Environmental Protection Agency Regional Office.
(3) The Contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with federal assistance provided by FEMA.

(i) Suspension and Debarment. Federal regulations restrict the City from contracting with parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs and activities, where the contract is funded in whole or in part with federal funds. Accordingly, a contract or subcontract must not be made with any parties listed on the SAM Exclusions list. SAM Exclusions is the list maintained by the General

Services Administration that contains the name of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under certain statutory or regulatory authority. Contractor can verify its status and the status of its principals, affiliates, and subcontractors at www.SAM.gov.

(1) This Contract is a covered transaction for purposes of 2 C.F.R. Part 180 and 2 C.F.R. Part 3000. As such, the Contractor is required to verify that none of the Contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) The Contractor must comply with 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3) **This certification, included in the solicitation referenced hereinabove and made a part hereof by this reference**, is a material representation of fact relied upon by City. If it is later determined that the Contractor did not comply with 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C, in addition to remedies available to City, the federal government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The Contractor agrees to comply with the requirements of 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The Contractor further agrees to include a provision requiring such compliance in its lower-tier covered transactions.

(j) Byrd Anti-Lobbying Amendment 31 U.S.C. § 1352 (as amended): Contractors who apply or bid for an award of more than $100,000 shall file the required certification. Each tier certifies to the tier above that it will not and has not used federally 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 shall 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 recipient who in turn will forward the certification(s) to the federal awarding agency.

**Required Certification:** If applicable, the Contractor must sign and submit with this Agreement the following certification, *APPENDIX A, 44 C.F.R. PART 18 – Certification Regarding Lobbying*.

(k) Procurement of Recovered Materials: Requirements: The requirements of Section 6002 include procuring only items designated in guidelines of the EPA at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired by the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

(1) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired.
   (i) Competitively within a timeframe providing for compliance with the contract performance schedule;
   (ii) Meeting contract performance requirements; or
   (iii) At a reasonable price.

(2) Information about this requirement, along with the list of EPA- designated items, is available at EPA's Comprehensive Procurement Guidelines website, https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program.

(3) The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

(l) Prohibition on Contracting for Covered Telecommunications Equipment or Services.

(1) *Definitions.* As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or

essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim), as used in this clause—

(2) *Prohibitions.*

(i) Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug.13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.

(ii) Unless an exception in paragraph (iii) of this clause applies, the Contractor and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:

a. Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

b. Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

c. Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or

d Provide, as part of its performance of this Contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

(3) *Exceptions.*

(i) This clause does not prohibit Contractors from providing—

a. A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

b. Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(ii) By necessary implication and regulation, the prohibitions also do not apply to:

a. Covered telecommunications equipment or services that:

1. Are *not used* as a substantial or essential component of any system; *and*
2. Are *not used* as critical technology of any system.

b. Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

(4) *Reporting requirement*.

(i) In the event the Contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the Contractor is notified of such by a subcontractor at any tier or by any other source, the Contractor shall report the information in paragraph (iv)(2) of this clause to the recipient or subrecipient, unless elsewhere in this Contract are established procedures for reporting the information.

(ii) The Contractor shall report the following information pursuant to paragraph (iv)(1) of this clause:

a. Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

b. Within 10 business days of submitting the information in paragraph (iv)(2)(a) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the Contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(5) *Subcontracts.* The Contractor shall insert the substance of this clause, including this paragraph (5), in all subcontracts and other contractual instruments.

(m) Domestic Preference for Procurements. As appropriate, and to the extent consistent with law, the Contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products. For purposes of this clause:

*Produced in the United States* means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

*Manufactured products* mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

(n) Access to Records and Reports:

(1) The Contractor agrees to provide City, Recipient (if applicable), the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this Contract for the purposes of making audits, examinations, excerpts, and transcriptions.

(2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(3) The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

(4) In compliance with section 1225 of the Disaster Recovery Act of 2018, the City and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

(o) Changes. To be allowable under a FEMA grant or cooperative agreement award, the cost of any contract change, modification, amendment, addendum, change order, or constructive change must be necessary, allocable, within the scope of the grant or cooperative agreement, reasonable for the scope of work, and otherwise allowable. This Contract addresses any potential requests for modifications or changes to the Contract terms as contained hereinabove.

(p) DHS Seal, LOGO, and Flags. The Contractor shall not use the Department of Homeland Security (DHS) seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval. The Contractor shall include this provision in any subcontracts.

(q) Compliance with Federal Laws, Regulations and Executive Orders and Acknowledgement of Federal Funding. This is an acknowledgment that FEMA financial assistance will be used to fund all or a portion of the Contract. The Contractor will comply with all applicable federal law, regulations, and Executive Orders, FEMA policies, procedures, and directives. The Contractor shall comply with all uniform administrative requirements, cost principles, and audit requirements for federal awards. Contractor shall ensure that all subcontracts comply with the same.

(r) No Obligation by Federal Government. The Federal Government is not a party to this Contract and is not subject to any obligations or liabilities to the City, Contractor, or any other party pertaining to any matter resulting from the Contract.

(s) Program Fraud and False or Fraudulent or Related Acts. The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractors' actions pertaining to this Contract.

(t) Affirmative Socioeconomic Steps. If subcontracts are to be let, the prime Contractor is required to take all necessary steps identified in 2 C.F.R. § 200.321(b)(1)-(5) to ensure that small and minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

(u) Copyright and Data Rights. License and Delivery of Works Subject to Copyright and Data Rights. The Contractor grants to the City, a paid-up, royalty-free, nonexclusive, irrevocable, worldwide license in data first produced in the performance of this Contract to reproduce, publish, or otherwise use, including prepare derivative works, distribute copies to the public, and perform publicly and display publicly such data. For data required by the contract but not first produced in the performance of this Contract, the Contractor will identify such data and grant to the City or acquires on its behalf a license of the same scope as for data first produced in the performance of this Contract. Data, as used herein, shall include any work subject to copyright under 17 U.S.C. § 102, for example, any written reports or literary works, software and/or source code, music, choreography, pictures or images, graphics, sculptures, videos, motion pictures or other audiovisual works, sound and/or video recordings, and architectural works. Upon or before the completion of this Contract, the Contractor will deliver to the City data first produced in the performance of this contract and data required by the contract but not first produced in the performance of this contract in formats acceptable by the City.

(v) Drug Free Workplace Requirements: Drug-free workplace requirements in accordance with Drug Free Workplace Act of 1988 (Pub l 100-690, Title V, Subtitle D). All Contractors entering into Federal funded contracts over $100,000 must comply with Federal Drug Free workplace requirements as Drug-Free Workplace Act of 1988. The Contractor shall comply with this requirement.

(w) Mandatory Disclosures: The Contractor must disclose in writing all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award.

(x) Record Retention: Contractor will retain all required records pertinent to this contract for a period of five years after closeout of the FEMA grant, beginning on a date as described in 2 C.F.R. §200.334 and retained in compliance with 2 C.F.R. §200.334. This provision is supplemental to other provisions in this Agreement.

(y) Federal Changes: Contractor shall comply with all applicable Federal agency regulations, policies, procedures and directives, including without limitation those listed directly or by reference, as they may be amended or promulgated from time to time during the term of the Contract.

(z) Safeguarding Personal Identifiable Information: Contractor will take reasonable measures to safeguard protected personally identifiable information and other information designated as sensitive by the awarding agency or is considered sensitive consistent with applicable Federal, State and/or local laws regarding privacy and obligations of confidentiality.

(aa) Build America, Buy America Act. If applicable to this Contract, the Contractor shall comply with Build America, Buy America Act ("BABAA"), as part of the Infrastructure Investment and Jobs Act ("IIJA") (Pub. L. 117-58) and BABA provisions of the Act, 41 U.S.C. 8301, unless covered by a waiver.

Not all FEMA financial assistance programs are subject to BABAA. Most disaster financial assistance programs are not subject to BABAA requirements, including the Public Assistance (PA), Hazard Mitigation Grant Program (HMGP),

Individual Assistance (IA), and Fire Mitigation Assistance Grant (FMAG) programs.

Contractors and their subcontractors who apply or bid for an award for an infrastructure project subject to the domestic preference requirement in the BABAA shall file the required certification to the non-federal entity with each bid or offer for an infrastructure project, unless a domestic preference requirement is waived by FEMA.

Contractors and subcontractors certify that no federal financial assistance funding for infrastructure projects will be provided unless all the iron, steel, manufactured projects, and construction materials used in the project are produced in the United States. BABAA, Pub. L. No. 117-58, §§ 70901-52. Contractors and subcontractors shall also disclose any use of federal financial assistance for infrastructure projects that do not ensure compliance with BABAA domestic preference requirement. Such disclosures shall be forwarded to the grant recipient who in turn will forward the disclosures to FEMA, the federal awarding agency; subrecipients will forward disclosures to the pass-through entity, who will in turn forward the disclosures to FEMA.

**Required Certification:** If applicable to this Contract, for FEMA financial assistance programs subject to BABAA, Contractor and subcontractors must sign and submit a certification to the next tier (e.g., subcontractors submit to the Contractor; Contractor submits to the City).

# SECTION 7 – REQUIRED FORMS

## FORM 7.1 – BID SUBMITTAL CHECKLIST

____ Form 7.2 – Bidder's Acknowledgement

____ Form 7.3 – Addendum and Change Order Procedure Acknowledgement

____ Form 7.4 – Drug Free Preference Statement

____ Form 7.5 – Public Entity Crimes Statement

____ Form 7.6 – Anti-Collusion

____ Form 7.7 – Statement of Bidder's Qualifications

____ Form 7.8 – Professional References for Previous Experience

____ Form 7.9 – List of Subcontractors

____ Form 7.10 – Scrutinized Companies Certification

____ Form 7.11 – E-Verify Affidavit

____ Form 7.12 – Debarment, Suspension and Other Responsibility Matters

____ Form 7.13 – Affidavit of Compliance With F.S. 287.138

____ Form 7.14 – No Bid Response

_____Form 7.15 Hold Harmless and Indemnity Agreement

_____Form 7.16– COMPLIANCE WITH 2 C.F.R. §200.321

_____ FORM 7.17 AFFIDAVIT ATTESTING TO NONCOERCIVE CONDUCT FOR LABOR OR SERVICES

____ APPENDIX A – 44 C.F.R. PART 18 CERTIFICATION REGARDING LOBBYING

____ (Attachment 1) – Schedule of Unit Pricing

____ Current Bonding Capacity Letter (as outlined in Section 6)

____ Copy of all currently held Licenses (Contractor, Sunbiz, etc.)

____ Current Tax Receipt of Bidder's municipality

____ Original Bid Bond or certified check or bank draft (as outlined in Section 6)

____ Submission of one (1) original marked "ORIGINAL" and one (1) digital (flash drive) version in PDF format

BY: _____
Name of Business

_____
Authorized Signature

_____
Date

*This document must be completed and returned with your Submittal*

## FORM 7.2 – BIDDER'S ACKNOWLEDGEMENT

I have carefully examined the Invitation to Bid (ITB), Instructions to Bidders, General and/or Special Conditions, Specifications and any other documents accompanying or made a part of this invitation.

I hereby propose to furnish the goods or services specified in the ITB at the prices or rates as finally negotiated. I agree that my bid will remain firm for a period of up to one-hundred-twenty (120) days in order to allow the City of Port Orange adequate time to evaluate the proposed bid. Furthermore, I agree to abide by all conditions of the ITB.

I certify that all information contained in the bid is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this bid on behalf of the Bidder/Contractor as its act and deed and that the Bidder/Contractor is ready, willing and able to perform if awarded the contract.

I further certify that this bid is made without prior understanding, contract, connection, discussion or collusion with any person, firm or corporation submitting a bid for the same product or service; no officer, employee or agent of the City of Port orange City Council or of any other Bidder interested in said ITB; and that the undersigned executed this Bidder's Acknowledgement with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

I further certify that having read and examined the specifications and documents for the designated services and understanding the general conditions for the contract under which services will be performed, does hereby propose to furnish all labor, equipment and material to provide the services set forth in the ITB.

I hereby declare that the following listing states any clarifications, any and all variations from and exceptions to the requirements of the specifications and documents. The undersigned further declares that the "work" will be performed in strict accordance with such requirements and understands that any exceptions to the requirements of the specifications and documents may render the bid non-responsive.

**NO EXCEPTIONS ALLOWED AFTER THE BID IS SUBMITTED:**

**Please check one:** ☐I take NO exceptions. ☐Exceptions (list below; add additional pages if necessary):

_____

_____

_____ _____

Name of Business Mailing Address

_____ _____

Authorized Signature City, State & Zip Code

_____ _____

Printed Name and Title Telephone Number

_____ _____

Federal Identification No. E-mail Address

STATE OF:_____ COUNTY OF: _____

The foregoing instrument was acknowledged before me by means of ☐physical presence or ☐online notarization, this

_____ day of _____, 2026, by_____ and who:

☐Is personally known to me; or ☐ has produced _____ as identification.

_____ Notary Public, State of _____

*Printed, typed or stamped name, commission and expiration:*

*This document must be completed and returned with your Submittal*

# FORM 7.3 – ADDENDUM AND CHANGE ORDER PROCEDURE ACKNOWLEDGEMENT

## ADDENDUM ACKNOWLEDGEMENT

I have carefully examined the Invitation to Bid (ITB), Instructions to Bidders, General and/or Special Conditions, Specification and any other documents accompanying or made a part of this ITB.

I acknowledge receipt and incorporation of the following addenda and the cost, if any, of such revisions has been included in the price of the bid proposal.

Addendum#_____ Date:_____ Addendum#_____ Date:_____

Addendum#_____ Date:_____ Addendum#_____ Date:_____

## CHANGE ORDER PROCEDURE ACKNOWLEDGEMENT

If awarded the Contract for this Solicitation, I acknowledge that no oral statement of any person shall modify or otherwise change or affect the terms, conditions or specifications stated in the resulting contract. All change order requests shall be made in writing by the Contractor for review by the Contract Administrator for the City of Port Orange. No work shall be performed as set forth in the change order until the Contractor receives an executed Purchase Order for the requested change.

I acknowledge the above statements regarding Addendum Acknowledgement and Change Order Procedures:

_____
Name of Business

_____
Authorized Signature

_____
Printed Name and Title

STATE OF:_____ COUNTY OF: _____

The foregoing instrument was acknowledged before me by means of ☐physical presence or ☐online notarization, this

_____ day of _____, 2026, by_____ and who:

☐Is personally known to me; or ☐ has produced _____ as identification.

_____ Notary Public, State of _____
*Printed, typed or stamped name, commission and expiration:*

***This document must be completed and returned with your Submittal***

## FORM 7.4 – DRUG-FREE PREFERENCE STATEMENT

IDENTICAL TIE BIDS – Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids, proposals, statements or replies are equal with respect to price, quality and service are received by the City for procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied Bidders have a drug-free workplace program.

In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation and employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are under a 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 the 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 of chapter 893 or of any controlled substance the law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

5. Impose a sanction on or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by an employee who is so convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of Section 287.087, Florida Statutes.

As an authorized representative of the firm, I certify that this firm complies fully with the above requirements.

_____
Name of Business

_____
Authorized Signature

_____
Printed Name and Title

STATE OF:_____ COUNTY OF: _____

The foregoing instrument was acknowledged before me by means of ☐physical presence or ☐online notarization, this _____ day of _____, 2026, by_____ and who:

☐Is personally known to me; or ☐ has produced _____ as identification.

_____ Notary Public, State of _____
*Printed, typed or stamped name, commission and expiration:*

***This document must be completed and returned with your Submittal***

## FORM 7.5 – SWORN STATEMENT ON PUBLIC ENTITY CRIMES

**UNDER SECTION 287.133(3)(A), FLORIDA STATUTES**

(To be signed in the presence of a notary public or other authorized to administer oaths.)

Before me, the undersigned Authority, personally appeared affiant_____, who, being by me first duly sworn, made the following statement:

1. The business address of _____(name of Offeror or business) is

   _____.

2. My relationship to _____(name of Offeror or business) is _____

   _____(relationship such as sole proprietor, partner, president, vice president.)
3. I understand that a public entity crime as defined in Section 287.133 of the Florida Statutes includes 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 in Florida or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any proposal or contract for goods or services to be provided to any public entity or such and agency or political subdivision and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy or material misrepresentation.
4. I understand that "convicted" or "conviction" is defined by the Florida Statutes to mean a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilt or nolo contendere.
5. I understand that "affiliate" is defined by the Florida Statutes to mean (1) a predecessor or successor of a person or a corporation 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, or (3) those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate, or (4) a person or corporation who knowingly entered into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months.
6. Neither the Offeror or contractor, nor any officer, director, executive, partner, shareholder, employee, member or agent who is active in the management of the Offeror or contractor, nor any affiliate of the Offeror or contractor has been convicted of a public entity crime subsequent to July 1, 1989. **(Draw a line through paragraph 6 if paragraph 7 below applies.)**
7. There has been a conviction of a public entity crime by the Offeror or contractor, or an officer, director, executive, partner, shareholder, employee, member or agent of the Offeror or contractor who is active in the management of the Offeror or contractor or an affiliate of the Offeror or contractor. A determination has been made pursuant to Section 287.133(3) by order of the Division of Administrative Hearings that it is not in the public interest for the name of the convicted person or affiliate to appear on the convicted Bidder list. The name of the convicted person or affiliate is: _____. A copy of the order of the Division Administrative Hearing is attached. **(Draw a line through paragraph 7 if paragraph 6 above applies)**

_____
Name of Business

_____
Authorized Signature

STATE OF:_____

COUNTY OF: _____

_____
Printed Name and Title

The foregoing instrument was acknowledged before me by means of ☐physical presence or ☐online notarization, this _____ day of _____, 2026, by_____ and who:

☐Is personally known to me; or ☐ has produced _____ as identification.

_____ Notary Public, State of _____

*Printed, typed or stamped name, commission and expiration:*

***This document must be completed and returned with your Submittal***

## FORM 7.6 – ANTI-COLLUSION

By signing this form, the Bidder agrees that this bid is made without any other understanding, agreement or connection with any person, corporation or firm submitting a bid for the same purpose and that the bid is in all respects fair and without collusion or fraud.

SIGN in ink in the space provided below. Unsigned bids will be considered incomplete and will be disqualified and rejected.

IT IS AGREED BY THE UNDERSIGNED BIDDER THAT THE SIGNING AND DELIVERY OF THE BID REPRESENTS THE BIDDER'S ACCEPTANCE OF THE TERMS AND CONDITIONS OF THE FOREGOING SPECIFICATIONS, CONTRACT AND PROVISION, AND IF AWARDED, THIS CONTRACT WILL REPRESENT THE AGREEMENT BETWEEN THE BIDDERS AND THE CITY OF PORT ORANGE.

NAME OF FIRM: _____

SIGNED BY: _____
(MUST BE SIGNED BY A COMPANY OFFICER OR AUTHORIZED AGENT)

PRINTED SIGNATURE: _____

TITLE: _____

ADDRESS: _____

CITY, STATE AND ZIP CODE: _____

TELEPHONE: _____

F.E.I.N.: _____

**NO** bid may be withdrawn for a period of one-hundred-twenty (120) days subsequent to the submittal of the bids without the consent of the City of Port Orange.

***This document must be completed and returned with your Submittal***

## FORM 7.7 – STATEMENT OF BIDDER'S QUALIFICATIONS

The undersigned warrants that he or she is duly authorized to complete this document, and hereby affirms that the information contained in Form 7.7 is complete, true and correct to the best of his or her knowledge and belief. If necessary, question may be answered on separate paper and attached with any additional information that may be pertinent.

A. Name of Bidder: _____

B. Permanent main office address: _____

C. Date organized: _____

D. If a corporation, where incorporated: _____

E. How many years have you been engaged in the business under your present firm or trade name? _____

F. Contracts on hand: (List these, showing amount of each contract and the approximate anticipated dates of completion.) **USE SEPARATE SHEET & ATTACH TO SUBMITTAL**

G. General character of work performed by your company: _____

H. Have you ever failed to complete any work awarded to you? If so, where and why?_____

I. Have you ever defaulted on a contract? If so, where and why? _____

J. List your major equipment currently owned or leased: **USE SEPARATE SHEET & ATTACH TO SUBMITTAL**

K. Background and experience of the principal members of your organization, including the officers: USE **SEPARATE SHEET & ATTACH TO SUBMITTAL**

L. Credit currently available: $_____

M. Give bank name, contact name and phone number: _____

Will you, upon request, fill out a detailed financial statement and furnish any other information that may be required by the Owner? ☐Yes☐No

The undersigned hereby authorizes and requests any person, firm or corporation to furnish any information requested by the Owner in verification of the recitals compromising the Statement of Bidder's Qualifications.

_____
Name of Business

_____
Authorized Signature

STATE OF:_____

COUNTY OF: _____

_____
Printed Name and Title

The foregoing instrument was acknowledged before me by means of ☐physical presence or ☐online notarization, this _____ day of _____, 2026, by_____ and who:

☐Is personally known to me; or ☐ has produced _____ as identification.

_____ Notary Public, State of _____

*Printed, typed or stamped name, commission and expiration:*

***This document must be completed and returned with your Submittal***

**FORM 7.8 – PROFESSIONAL REFERENCES FOR PREVIOUS EXPERIENCE**

The Bidder proposes that they are qualified to perform the referenced work and has successfully done so on recent projects similar in nature and size. The City reserves the right to check references and confirm information provided herein. **Please provide three (3) current and correct references from clients for similar services. (DO NOT include the City of Port Orange.)**

1. Company Name: _____

   Contact Person: _____

   City, State: _____

   Telephone Number: _____

   Email Address: _____

   Description of goods/services provided: _____

   Contract Amount: _____

   Start/End Date of Contract: _____

2. Company Name: _____

   Contact Person: _____

   City, State: _____

   Telephone Number: _____

   Email Address: _____

   Description of goods/services provided: _____

   Contract Amount: _____

   Start/End Date of Contract: _____

3. Company Name: _____

   Contact Person: _____

   City, State: _____

   Telephone Number: _____

   Email Address: _____

   Description of goods/services provided: _____

   Contract Amount: _____

   Start/End Date of Contract: _____

***This document must be completed and returned with your Submittal.***

## FORM 7.9 – LISTING OF SUBCONTRACTORS

The Bidder proposes that the following subcontractors are qualified to perform the referenced work and have successfully done so on recent projects similar in nature and size. All subcontractors whose work product accounts for 5% or more of the total contract value shall be listed. Upon approval of subcontractors listed, the successful **Bidder shall not substitute subcontractors without approval from the City Representative**. Bidder shall attach additional sheets as necessary.

Subcontractor No. 1

Name: _____

Description of Work: _____

Percent of Contract Price: _____

Previous Experience Together: ☐Yes ☐No

Subcontractor No. 2

Name: _____

Description of Work: _____

Percent of Contract Price: _____

Previous Experience Together: ☐Yes ☐No

Subcontractor No. 3

Name: _____

Description of Work: _____

Percent of Contract Price: _____

Previous Experience Together: ☐Yes ☐No

Subcontractor No. 4

Name: _____

Description of Work: _____

Percent of Contract Price: _____

Previous Experience Together: ☐Yes ☐No

Subcontractor No. 5

Name: _____

Description of Work: _____

Percent of Contract Price: _____

Previous Experience Together: ☐Yes ☐No

***This document must be completed and returned with your submittal***

**FORM 7.10 SCRUTINIZED COMPANIES CERTIFICATION**

***(To be signed in the presence of a notary public or other officer authorized to administer oaths.)***

## SCRUTINIZED COMPANIES CERTIFICATION PURSUANT TO SECTION 287.135, FLORIDA STATUTES

I, _____, on behalf
(Print Name and Title)

of_____ ("Company"), certify that _____
(Company Name) (Company Name)

does not:
1. Participate in a boycott of Israel; and
2. Is not on the Scrutinized Companies with Boycott Israel List; and
3. Is not on the Scrutinized Companies with Activities in Sudan List; and
4. Is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; and
5. Has not engaged in business operations in Syria.

Submitting a false certification shall be deemed a material breach of contract. The City of Port Orange shall provide notice, in writing, to the Company of the City's determination concerning the false certification. The Company shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If the Company does not demonstrate that the City's determination of false certification was made in error, then the City shall have the right to terminate the contract and seek civil remedies pursuant to Florida Statute § 287.135.

Section 287.135, Florida Statutes prohibits the City from: 1) Contracting with companies for goods or services in any amount if at the time of bidding on, submitting a proposal for, or entering into or renewing a contract if the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, F.S. or is engaged in a boycott of Israel; and 2) Contracting with companies for goods or services over $1,000,000.00 that are on either the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473, or are engaged in business operations in Syria.

As the person authorized to sign on behalf of the Company, I hereby certify that the company identified above in the section entitled "Company Name" does not participate in any boycott of Israel, is not listed on the Scrutinized Companies that Boycott Israel List, is not listed on either the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List and is not engaged in business operations in Syria. I understand that pursuant to Section 287.135, Florida Statutes, the submission of a false certification may subject the company to civil penalties, attorney's fees, and/or costs. I further understand that any contract with the City for goods or services may be terminated at the option of the City if the company is found to have submitted a false certification or has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

_____ _____
COMPANY NAME SIGNATURE

_____ _____
PRINT NAME TITLE

STATE OF FLORIDA COUNTY OF: _____

The foregoing instrument was acknowledged before me by means of ☐physical presence or ☐online notarization, this _____ day of _____, 2026, by_____ and who:

☐Is personally known to me; or ☐ has produced _____ as identification.

_____Notary Public, State of _____
*Printed, typed or stamped name, commission and expiration:*

***This document must be completed and returned with your submittal***

**FORM 7.11 – E-VERIFY AFFIDAVIT**

# CITY OF PORT ORANGE

## CONTRACTOR E-VERIFY AFFIDAVIT

## IN ACCORDANCE WITH SECTION 448.095, FLORIDA STATUTES

Project Name: _____

Solicitation Number: _____

**I, the undersigned hereby certify that _____ (insert contractor company name) does not employ, contract with or subcontract with an unauthorized alien, and is otherwise in full compliance with Section 448.095, Florida Statutes.**

I acknowledge that it is my responsibility to ensure full compliance with Section 448.095, Florida Statutes. I am aware enrollment in the E-Verify system for employers can be done at www.e-verify.gov.

**A true and correct copy of _____ (insert contractor company name) proof of registration in the E-Verify system is attached to this Affidavit.**

By affixing my signature below, I hereby affirm that I am duly authorized to bind the company reference herein and I will comply with all applicable E-Verify requirements.

_____ _____

Print or Type Name, Title Signature of Affiant

_____ _____

Federal Employer ID Number (FEIN) E-Verify Number

STATE OF FLORIDA

COUNTY OF: _____

The foregoing instrument was acknowledged before me by means of ☐physical presence or ☐online notarization, this _____ day of _____, 2026, by_____ and who:

☐Is personally known to me; or ☐ has produced _____ as identification.

_____ Notary Public, State of _____

*Printed, typed or stamped name, commission and expiration:*

***This document to be completed and returned with your Submittal***

**FORM 7.12 – CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS**

## Primary Covered Transactions

**(To be completed by Prime Contractor)**

1. The prospective participant certifies to the best of its knowledge and belief that it and its principals:
   (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by and Federal department or agency;
   (b) Have not within a three-year period preceding this proposal bee convicted for had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft forgery, bribery, falsification or destruction of records, making false statement or receiving stolen property.
   (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 1. (b) of this certification;
   (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

_____ _____

Organization Name Bid Number or Project Name

_____ _____

Name and Title of Authorized Representative Signature Date

***This document must be completed and returned with your Submittal***

**FORM H**

**Certification Regarding**
**Debarment, Suspension, Ineligibility**
**And Voluntary Exclusion**

**Subcontractor Covered Transactions**

The prospective subcontractor, _____, of the Sub-Recipient certifies, by submission of this document, that neither it, its principals, nor affiliates are presently debarred, suspended, proposed for debarment, declared ineligible, voluntarily excluded, or disqualified from participation in this transaction by any Federal department or agency.

**SUBCONTRACTOR**

_____

By: _____
Signature

_____
Name and Title

_____
Street Address

_____
City, State, Zip

_____
Date

**City of Port Orange**
Sub-Recipient's Name

**H1201**
DEM Contract Number

**4734-002-R**
FEMA Project Number

*This document must be completed and returned with your Submittal*

## FORM 7.13 – AFFIDAVIT OF COMPLIANCE WITH SECTION 287.138, FLORIDA STATUTES

### AFFIDAVIT OF COMPLIANCE WITH SECTION 287.138, FLORIDA STATUTES CONTRACTING WITH FOREIGN ENTITIES OF CONCERN

The undersigned ("Affiant"), on behalf of the entity listed below ("Entity"), hereby attests under penalty of perjury as follows:

1. Affiant is the _____ of _____
   (Title) (Business Name)
   which does business in the State of Florida, hereinafter called the "Entity".
2. Entity is not owned by the government of a foreign country of concern, as defined in Section 287.138 (1)(c), Florida Statutes.
3. The government of a foreign country of concern does not have a controlling interest in Entity, as defined in Section 287.138 (1)(a), Florida Statutes.
4. Entity is not organized under the laws of, and does not have a principal place of business in, a foreign country of concern.
5. Entity is not owned or controlled by the government of a foreign country of concern.
6. For purposes of this affidavit, a foreign country of concern means the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolas Maduro, or the Syrian Arab Republic, including any agency of or any other entity of significant control of such foreign country of concern, as defined in Section 287.138(1)(c), Florida Statutes.

The undersigned is authorized to execute this affidavit on behalf of the Entity.

Date: _____, 20___ Signed: _____

Entity: _____ Name: _____

Title: _____

STATE OF: _____ COUNTY OF: _____

The foregoing instrument was acknowledged before me by means of ☐physical presence or ☐online notarization, this _____ day of _____, 2026, by_____ and who:

☐Is personally known to me; or ☐ has produced _____ as identification.

_____
Notary Public, State of Florida at Large: (seal)
*Printed Name/Seal of Notary, Commission and Expiration Date:*

My commission expires: _____

***This document must be completed and returned with your Submittal***

**FORM 7.14 – NO BID RESPONSE**

If your company will not be submitting a bid in response to this solicitation, please complete this form and return via e-mail prior to the solicitation due date established within to:

City of Port Orange
Purchasing Division
1000 City Center Circle
Port Orange, FL 32129
purchdiv@port-orange.org

This information will assist the Purchasing Division in the preparation of future solicitations.

**Solicitation: ITB #26-01 DEMOLITION SERVICES FOR FEDERALLY FUNDED PROJECTS**

Company Name: _____

Contact Person Name & Title: _____

Address: _____

Telephone: _____ Email Address: _____

Please check a reason for a "no response".

☐Specifications "too tight" or geared toward on brand or manufacturer (please explain below)

☐Insufficient time to respond

☐Specifications unclear (please explain below)

☐We do not offer this product/service or an equivalent

☐Our product schedule does not permit us to perform within stated timeline for the project

☐Unable to meet specifications

☐Unable to meet bond requirements

☐Unable to hold prices firm throughout the term of the contract period

☐Unable to meet insurance requirements

☐Other: _____

Print Name: _____

Signature: _____ Date:_____

Additional Information:

_____

_____

_____

_____

If submitting this form, only this form needs to be returned. It is not necessary to return the entire solicitation package.

# FORM 7.15 HOLD HARMLESS AND INDEMNITY AGREEMENT

_____, (hereinafter "Contractor"), agrees through the signing of this document by an authorized party or agent that Contractor shall be liable for any loss of, or damage to, City property caused by the negligence, recklessness, or intended wrongful misconduct of Contractor, his/its agents, servants and employees and it shall indemnify and hold harmless the City of Port Orange, and its agents, employees, and public officials from and against all actions, proceedings, claims, demands, costs, damages and expenses, including attorney's fees, by reason of any suit or action brought for any actual or alleged injury to or death of any person or damage to property other than City property, arising out of or incidental to the performance of this contract or work performed thereunder, whether or not due to or caused by the negligence of the City of Port Orange, its agents, employees, and public officials.

To the fullest extent permitted by law, in addition to the express duty to indemnify City when there is any causal connection between Contractor's work and any injury, loss, damage, death or property damage, Contractor expressly undertakes a duty to defend City as a separate duty, independent of and broader than the duty to indemnify. The duty to defend agreed to by Contractor hereby expressly includes all costs of litigation, attorney's fees, settlement costs and reasonable expenses in connection with the litigation, whether or not the claims made for loss, injury, damage or property damage are valid or groundless and regardless of whether the defense of City is maintained by the City or assumed by Contractor as long as the claims made could be causally connected to Contractor as reasonably determined by City.

This provision shall also pertain to any claims brought against the City of Port Orange, its agents, employees, and public officials by an employee of the named Contractor, any Sub-contractor, or anyone directly or indirectly employed by any of them.

Indemnification for Grant Funded Projects. Contractor shall indemnify, defend and hold harmless the City, Florida Department of Emergency Management (FDEM), its employees and/or their contractors and the government of the United States, its employees and/or their contractors (U.S.), from and against all claims, damages, losses, and expenses, including, but not limited to, attorney's fees arising out of, resulting from, or incident to Contractor's performance of its obligations in whole or part of this Agreement, unless such injury or damage is occasioned solely by the fault, negligence, or willful misconduct of the City, FDEM, or US.

In all claims against City, FDEM or U.S., Contractor's indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation or any benefits payable by or for Contractor, or its employees, agents, or subcontractors.

_____
CONTRACTOR

_____
DATE

***This Form Must Be Completed and Returned with your Submittal.***

## FORM 7.16 – COMPLIANCE WITH 2 C.F.R. §200.321

Contracting with small and minority business enterprises (MBEs), women's business enterprises (WBEs), veteran-owned businesses (VOBs), and labor surplus area firms (LSAFs)

The undersigned bidder hereby certifies that _____ has taken
*(Name of Business)*
the next affirmative steps, if subcontractors are to be used, to ensure that MBEs/WBEs/VOBs/LSAFs are used, whenever possible:

i. Placing qualified MBEs/WBEs/VOBs/LSAFs enterprises on solicitation lists;

ii. Assuring that MBEs/WBEs/VOBs/LSAFs are solicited whenever they are potential sources;

iii. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by MBEs/WBEs/VOBs/LSAFs (however, this requirement does not authorize the City to break a single project down into smaller components in order to circumvent the micro-purchase or small purchase thresholds so as to utilize streamlined acquisition procedures (e.g. "project splitting");

iv. Establishing delivery schedules, where the requirement permits, which encourage participation by MBEs/WBEs/VOBs/LSAFs; and

v. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

The requirement outlined above does not impose an obligation to set aside either the award of a subcontract to MBEs/WBEs/VOBs/LSAFs. Rather, the requirement only encourages carrying out and documenting the affirmative steps identified above.

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

_____
*Signature of Contractor's Authorized Official*

_____
*Name & Title of Contractor's Authorized Official*

Date: _____

***This document must be completed and returned with your Submittal***

**FORM 7.17 AFFIDAVIT ATTESTING TO NONCOERCIVE CONDUCT FOR LABOR OR SERVICES**

Effective July 1, 2024, Section 787.06, Florida Statutes, a nongovernmental entity executing, renewing, or extending a contract with a governmental entity is required to provide an affidavit, signed by an officer or a representative of the nongovernmental entity under penalty of perjury, attesting that the nongovernmental entity does not use coercion for labor or services as defined in Section 787.06(2)(a), Florida Statutes.

By signing below, **I hereby affirm under penalty of perjury that**:

1. I have read Section 787.06, Florida Statutes, and understand that this affidavit is provided in compliance with the requirement that, upon execution, renewal, or extension of a contract between a nongovernmental entity and a governmental entity, the nongovernmental entity must attest to the absence of coercion in labor or services.

2. I am an officer or representative of _____, a nongovernmental entity.

3. _____ does not use coercion for labor or services as defined in the relevant section of the law.

In the presence of:

_____
Witness #1 Print Name: _____

_____
Witness #2 Print Name: _____

**Under penalties of perjury, I declare that I have read the foregoing and the facts stated in it are true:**

_____
Print Name: _____
Title: _____
Entity Name: _____

**OATH OR AFFIRMATION**

State of Florida
County of _____

Sworn to (or affirmed) and subscribed before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 20____, by_____(name of person) as __ _____ (type of authority) for _____ (name of party on behalf of whom instrument is executed).

_____
Notary Public (Print, Stamp, or Type as Commissioned)

_____Personally known to me; or
_____Produced identification (Type of Identification:_____)
_____Did take an oath; or
_____Did not take an oath

***This document must be completed and returned with your Submittal***

## APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING Certification for Contracts, Grants, Loans, and Cooperative Agreements

***(Required for each bid or offer exceeding $100,000)***

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

1. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

The Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

_____

*Signature of Contractor's Authorized Official*

_____

*Name & Title of Contractor's Authorized Official*

Date: _____

***This document must be completed and returned with your Submittal***

**(ATTACHMENT 1) SCHEDULE OF UNIT PRICING**
**CITY OF PORT ORANGE**
**ITB #26-01**
**DEMOLITION CONTRACTOR SERVICES FOR FEDERALLY FUNDED PROJECTS**

**Completed (Attachment 1) Schedule of Unit Pricing MUST be included with Bid Submission**

Instruction to save Attachment from DemandStar website:
Perform "File Save As" and save spreadsheet to your computer. Fill in pricing in highlighted cells, preferably electronically.
Bidders are required to complete all fields shaded in green. All other fields will be automatically calculated.

**(ATTACHMENT 1) SCHEDULE OF UNIT PRICING MUST BE SIGNED**

| | |
|---|---|
| NAME OF BUSINESS: | |
| CONTACT PERSON: | |
| EMAIL ADDRESS: | |
| AUTHORIZED SIGNATURE: | |

**ALL UNIT PRICING MUST BE IN ACCORDANCE WITH SPECIFICATIONS**

| ITEM # | ITEM DESCRIPTION | QTY | UNIT of MEASURE | UNIT PRICE | EXTENDED PRICE |
|---|---|---|---|---|---|
| 1 | DEMOLISH WOOD FRAME STRUCTURE - AS OUTLINED IN THE SCOPE OF WORK IN THE ITB | 1 | SQUARE FOOT | $ - | $ - |
| 2 | DEMOLISH CONCRETE BLOCK STRUCTURE - AS OUTLINED IN THE SCOPE OF WORK IN THE ITB | 1 | SQUARE FOOT | $ - | $ - |
| 3 | ASBESTOS SURVEY | 1 | LUMP SUM | | $ - |
| 4 | ASBESTOS ABATEMENT | 1 | SQUARE FOOT | $ - | $ - |
| 5 | INSTALLATION OF SILT FENCE | 1 | LINEAR FOOT | $ - | $ - |
| 6 | CONCRETE AND/OR ASPHALT FLATWORK (SLABS, FOOTERS, FOUNDATIONS, DRIVEWAY, WALKWAYS, ETC.) | 1 | CUBIC YARD | $ - | $ - |
| 7 | DEMOLISH ADDITIONAL STRUCTURES (SHEDS, DETACHED GARAGES, OUTBUILDINGS, OUTSIDE FIRE P | 1 | SQUARE FOOT | $ - | $ - |
| 8 | SEPTIC TANK AND APPURTENANCES REMOVAL | 1 | LUMP SUM | | $ - |
| 9 | SWIMMING POOL REMOVAL | 1 | LUMP SUM | | |
| 10 | WELLS ON SITE - GROUTED (UNUSABLE) | 1 | LUMP SUM | | $ - |
| 11 | LOADING, TRANSPORTING, AND DISPOSING OF DEMOLITION DEBRIS AT AN APPROVED LANDFILL (TONNAGE BASED ON INDIVIDUAL WEIGHT TICKETS FROM DISPOSAL SITE) | 1 | TON | $ - | $ - |
| | | 1 | CUBIC YARD | $ - | $ - |
| 12 | RESTORATION OF NATURAL GROUND AFTER REMOVAL OF ALL DEBRIS, APPURTENANCES, AND FOUNDATION. RESTORATION SHALL INCLUDE GRADE, FURNISH AND INSTALL RYE AND BAHIA SEED OR ANY SEASONAL MIX | 1 | SQUARE FOOT | $ - | $ - |
| 13 | FILL | 1 | CUBIC YARD | $ - | $ - |
| 14 | RAILROAD-TIE BRIDGE REMOVAL (SEE EXAMPLE IMAGE NEXT PAGE) | 1 | LUMP SUM | | $ - |
| | | | | TOTAL | |

**SEE BELOW PAGE 2 OF (ATTACMENT 1) SCHEDULE OF UNIT PRICING**

**** NOTE:**

**The evaluation of submittal packages shall include all prices stated in the BID FORM above. However, to evaluate the prices bid for items without an estimated quantity the City will utilize evaluation scenarios stated below. These evalution scenarios shall be added to the total prices bid. Purchasing will input the prices bid by each Bidder to determine the total price for each scenario. The evaluation scenarios to be used for evaluation purposes only are:**

**(1) SCENARIO #1**

**Demolish Wood Frame structure - 2,000 sq ft**
**Removal of all concrete flatwork - 600 cu yd**
**Silt fence installation - 600 LF**
**Loading, Transporting and Disposing - 2 Tons**
**Restore to natural grade with and seed (Rye/Bahia or seasonal mix) - 5,000 sq ft**

**(2) SCENARIO #2**

**Demolish Concrete Block structure - 2,000 sq ft**
**Removal of all concrete flatwork - 600 cu yd**
**Silt fence installation - 600 LF**
**Loading, Transporting and Disposing - 2 Tons**
**Restore to natural grade and seed (Rye/Bahia or seasonal mix) - 5,000 sq ft**

| SCENARIOS | TOTAL COST |
|---|---|
| 1 - WOOD FRAME STRUCTURE | $ - |
| 2 - CONCRETE BLOCK STRUCTURE | $ - |







**BID BOND**

**BID BOND**

Bond No.:

KNOW ALL MEN BY THESE PRESENTS that _____, as Contractor, duly authorized to conduct business in the State of Florida, whose principal place of business is located at_____ , Tel.:_____, (hereinafter called "PRINCIPAL"), and_____, as SURETY, duly authorized to conduct business in the State of Florida, whose principal place of business is located at _____ _____, Tel:_____(hereinafter called "SURETY"), are held and firmly bound unto the City of Port Orange, Florida, as CITY, a Florida municipal corporation, whose address is City of Port Orange, 1000 City Center Circle, Port Orange, Florida 32129, Tel: (386) 506-5501, (hereinafter called "OBLIGEE" or CITY", in the penal sum of_____dollars and (_____)/100 ($_____), lawful money of the United States, for the payment of which sum shall and truly be made, whereof PRINCIPAL and SURETY bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that, whereas the Principal has submitted the accompanying bid, dated_____, 20_____ , for:

**Project Name/Bid No.:**

**Project Address:**

**Legal Description:** See Attached

**Description of Work:**

NOW, THEREFORE,

A. If the Principal shall not withdraw said bid withing one hundred twenty (120) days after date of opening of the same, and shall within ten (10) days after the prescribed forms are presented to it for signature, enter into a written contract with the City in accordance with the bid as accepted, and give bonds with good and sufficient surety or sureties, as may be required, for the faithful performance and proper fulfillment of such contract, then the above obligations shall be void and of no effect, otherwise to remain in full force and virtue.

B. In the event of the withdrawal of said bid within the period specified, or the failure to enter into such contract and give such bonds withing the time specified, if the principal shall pay the City the difference between the amount specified in said bid and the amount for which the City may procure the required work and supplies. If the latter amount be in excess of the former, then the above obligations then the above obligations shall be void and of no effect, otherwise to remain in full force and virtue.

IN WITNESS WHEREOF, the above parties have executed this instrument under their several seals, this _____day of_____, 20____, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

*Note: If the firm is a sole ownership or partnership including limited liability company, two (2) witnesses are required to attest the signature. If the firm is a corporation, then the corporate secretary shall attest and affix the corporate seal (Attach power of attorney to the original bid bond and financial statement of Surety Company).*

PRINCIPAL:

_____
Signature

_____
Corporate Officer & Title

ATTEST:

_____
Signature

_____
Corporate Secretary (Affix Corporate Seal)

WITTNESSESS:

_____

_____

ATTEST:

SURETY:

_____
Signature

_____
Attorney-in-Fact (signature)

_____
Name & Title

_____
Corporate Secretary (Affix Corporate Seal)

_____
Name of Local Resident Agent

_____
City, State, Zip

_____
Telephone:
A.M. Best No.:_____ NAIC No.:_____

STATE OF _____

COUNTY OF _____

Before me this day personally appeared _____ (affiant), who, being duly sworn, deposes and says that he/she is the Attorney-in-Fact for the _____(corporate surety) and that this person has been authorized by _____ (corporate surety) to execute the foregoing bond on behalf of the Contractor named therein in favor of the City of Port Orange, Florida.

_____
Signature of Affiant

The foregoing instrument was acknowledged before me by means of ☐physical presence or ☐online notarization, this _____ day of _____, 2026, by_____ and who:

☐Is personally known to me; or ☐ has produced _____ as identification.

_____ Notary Public, State of _____
Printed, typed or stamped name, commission and expiration:

**END OF BID BOND**

***This document must be completed and returned with your Submittal***

***This affidavit must be completed and returned by the Awarded Bidder upon issuance of a Notice of Intent to Award by the Purchasing Division of the City of Port Orange.***

## LEASED EMPLOYEE AFFIDAVIT

**EXHIBIT CONTRACT #_____**

**☐ I hereby certify that I do not utilize an employee leasing company or employ leased employees. I further agree to notify the City in the event these circumstances change.**

***OR***

**☐ I affirm that an employee leasing company provides my workers' compensation coverage. I further understand that my contract with the employee leasing company limits my workers' compensation coverage to enrolled worksite employees only. My leasing arrangement does not cover un-enrolled worksite employees, independent contractors, uninsured sub-contractors or casual labor exposure.**

I hereby certify that 100% of my workers are covered as worksite employees with the employee leasing company. I certify that I do not hire any casual or uninsured labor outside the employee leasing agreement. I agree to notify the City in the event that I have any workers not covered by the employee leasing workers' compensation policy. In the event that I have any workers not subject to the employee leasing arrangement, I agree to obtain a separate workers' compensation policy to cover these workers. I further agree to provide the City with a certificate of insurance providing proof of workers' compensation coverage prior to these workers entering any City jobsite.

I further agree to notify the City if my employee leasing arrangement terminates with the employee leasing company and I understand that I am required to furnish proof of replacement workers' compensation coverage prior to the termination of the employee leasing arrangement.

I certify that I have workers' compensation coverage for all of my workers through the employee leasing arrangement specified below:

Name of Employee Leasing Company: _____

Workers' Compensation Carrier: _____

A.M. Best Rating of Carrier: _____

Inception Date of Leasing Arrangement: _____

I further agree to notify the City in the event that I switch employee leasing companies. I recognize that I have an obligation to supply an updated workers' compensation certificate to the City that documents the change of carrier.

---

I hereby attest that the information provided in this affidavit is accurate. In addition, I certify that I have read and understand the above statements regarding my responsibility under the workers' compensation coverage.

Name of Contractor: _____

Signature of Owner/Officer: _____

Title: _____ Date: _____

***This affidavit must be completed and returned by the Awarded Bidder upon issuance of a Notice of Intent to Award by the Purchasing Division of the City of Port Orange. Please note, the City of Port Orange does not accept exemptions for Workers' Compensation coverage.***

## AFFIDAVIT REGARDING WORKERS' COMPENSATION

State of _____

County of _____

I, _____, being duly sworn according to law, deposes and says (it, he, she, they) have accepted the Workers' Compensation laws of the State of Florida, with its supplements and amendments and has insured (its, his, her, their) liability there under accordance with the terms of said Laws with the _____ Company, under the terms of Policy Number _____ for a period from _____, 20____ to _____, 20____.

WITNESS:

By:_____

Name:_____

CONTRACTOR:

Company:_____

By:_____

Name/Title: _____

Sworn to/Affirmed and subscribed before me this _____ day of _____, 20____, by _____, who is personally known to me or who produced _____ as identification.

_____

NOTARY PUBLIC – STATE OF

Type or Print Name:_____

Commission No.: _____

Commission Expires:_____

(Seal)

**IMPORTANT: This certificate must be completed and returned by the Awarded Proposer upon issuance of a Notice of Intent to Award by the Purchasing Department of the City of Port Orange.**

# HUMAN TRAFFICKING AFFIDAVIT
# (SECTION 787.06, FLORIDA STATUTES)

STATE OF FLORIDA §
§
COUNTY OF VOLUSIA §

The undersigned ("Affiant"), on behalf of the entity listed below ("Entity"), after being duly sworn, hereby attests as follows:

1. My name is _____. I am over the age of Twenty-one years old. I am the _____ of _____, a non- governmental entity which does business in the State of Florida, hereinafter called the "Entity."
   **(Title)** **(Business Name)**
2. I have personal knowledge of each and every statement of fact contained herein, and each and every statement of fact is true and correct.
3. Entity does not use coercion, as defined in Section 787.06, Florida Statutes, for labor or services.
4. The undersigned is an officer or representative of the entity and is authorized to execute this affidavit on behalf of the Entity.
5. Under penalties of perjury, I declare that I have read the foregoing Human Trafficking Affidavit and that the facts stated herein are true.

Further Affiant sayeth not.

Date: _____, 20___

Signed: _____
Print Name: _____
Title: _____

SUBSCRIBED AND SWORN before me by means of [_XX_] physical presence or [__] online notarization on the ____ day of _____, 20__ by _____ as _____ on behalf of _____ who is personally known to me or who has produced _____ as identification.

(Notary Seal)

_____
Notary Public, State of Florida
*Printed name, commission and expiration of commission term*

# CITY OF PORT ORANGE
# STANDARD CONTRACT FOR SERVICES

This Standard Contract for Services ("Contract") is entered into this ____day of _____, **2026**, by and between the **CITY OF PORT ORANGE**, a Florida municipal corporation, whose principal address is 1000 City Center Circle, Port Orange, Florida 32129 (the "City"), and _____("Contractor"), a _____ corporation, whose principal address is _____. The City and Contractor are collectively referred to herein as the "Parties."

1. *Provision of Services*

(a) The Contractor hereby agrees to provide demolition services for federally funded projects, and as more specifically described in Invitation to Bid 26-01 ("ITB 26-01"). This Contract together with ITB 26-01 and the Contractor's proposal, all of which may be referred to as the "Contract" and all of which are made a part hereof by reference shall constitute the formal written Contract between the City and Contractor. For convenience, ITB 26-01 Section 3 Scope of Work, the Bid Tabulation as submitted by Contractor in Contractor's Proposal Attachment 1, Attachment 2 – Drawings, Attachment 3 – _____are attached hereto as Exhibit "1." A complete copy of ITB 26-01 is available in the Office of the City Clerk. Contractor represents that they are familiar with the documents that make up the Contract, as referenced hereinabove.

(b) The time, manner and place for performance of such services shall be:

*Term*: This Contract shall become effective on the last date the Contract is signed by the Parties. The term of this Contract shall be for a period of three (3) years (the "Initial Term").

*Renewals*: This Contract may be renewed for two (2) optional subsequent one-year periods, upon written approval of the Parties, City Manager approval, and budget appropriation.

*Manner and Place*: The work shall be in accordance with and in a manner as required by all current federal, state, county, fire, building and land development codes, laws, ordinances and regulations, and with applicable permits and licenses per the City Code of Ordinances.

*Time and Essence*: Contractor acknowledges that time is of the essence for this Contract.

*Authorization for Services*: This Contract standing alone does not authorize the purchase of any goods or services or require the City to place any orders for goods or service. Authorization for the performance of services by the Contractor under this Contract shall be in the form of written Notice to Proceed issued and executed by the City and signed by the Contractor and a written Purchase Order. The City reserves the right to contract with other parties for the goods and services contemplated by this Contract, as determined in the City's sole and absolute discretion.

2. *City Obligations*. In return for the services identified above, the City agrees to compensate Contractor based on periodic quotes and/or proposals pursuant to the pricing as provided in Exhibit "1," subject to a limit not to exceed

the appropriated budget. All payments shall be governed by the Local Government Prompt Payment Act as set forth in Sections 218.70 through 218.79, Florida Statutes, as amended.

3. *Contract Documents*. The following forms, attached as Exhibit "2," are an integral part of this Contract and must be completed, signed, witnessed and notarized as indicated and returned with the signed Contract:

(a) Front Page for Bond (F.S. § 255.05)
(b) Combination Payment and Performance Bond (F.S. § 255.05)

4. *Contract Administration*. The Community Development Director, Tim Burman, shall perform contract administration of this Contract. The City may change the contract administrator, from time to time and at any time, upon written notice to Contractor. For notice provisions, see the paragraph below entitled "Notice."

5. *Liens*. Contractor acknowledges that Contractor shall not be entitled to lien the City or other public property.

6. *Termination for Convenience of the City*

(a) The parties agree that the City may terminate this Contract, or any work or delivery required hereunder, from time to time either in whole or part, whenever the City Manager of Port Orange shall determine that such termination is in the best interest of the City.

(b) Termination, in whole or in part, shall be effected by delivery of a Notice of Termination signed by the City Manager or his designee, mailed or delivered to the Contractor, and specifically setting forth the effective date of termination.

(c) Upon receipt of such Notice, the Contractor shall:

(i) cease any further deliveries or work due under this Contract, on the date, and to the extent, which may be specified in the Notice;

(ii) place no further orders with any subcontractors except as may be necessary to perform that portion of this Contract not subject to the Notice;

(iii) terminate all subcontracts except those made with respect to contract performance not subject to the Notice;

(iv) settle all outstanding liabilities and claims which may arise out of such termination, with the ratification of the Finance Director of Port Orange; and

(v) use best efforts to mitigate any damages which may be sustained by the Contractor as a consequence of termination under this clause.

(d) After complying with the provisions of subparagraph (c), above, the Contractor shall submit a termination claim, in no event later than six (6) months after the effective date of termination, unless one or more extensions of three (3) months each are granted by the Finance Director.

(e) The Finance Director, with the approval of the City Manager, shall pay from the using department's budget, reasonable costs of termination, including a reasonable amount for profit on supplies or services delivered or work completed. In no event shall this amount be greater than the original contract price, reduced by any payments made prior to Notice of Termination, and further reduced by the price of the supplies not delivered or the services not provided. This Contract shall be amended accordingly, and the Contractor shall be paid the agreed amount.

(f) In the event that the parties cannot agree on the whole amount to be paid to the Contractor by reason of termination under this clause, the Finance Director shall pay the Contractor the amounts determined as follows, without duplicating any amounts which may have already been paid under the preceding paragraph of this clause:

(i) With respect to all Contract performance prior to the effective date of Notice of Termination, the total of:

(1) the cost of work performed or supplies delivered;

(2) the cost of settling and paying any reasonable claims as provided in paragraph (c) (iv), above;

(3) a sum as profit on (a) determined by the Finance Director to be fair and reasonable.

(ii) The total sum to be paid under (i) above shall not exceed the contract price, as further reduced by the contract price of work or supplies not terminated.

(g) In the event that the Contractor is not satisfied with any payments which the Finance Director shall determine to be due under this clause, the Contractor may appeal any claim to the City Council in accordance with Paragraph 23 of this contract concerning disputes.

7. *Termination for Convenience for Subcontractors*. In accordance with the termination for the convenience of the City provision of this contract, the Contractor shall include similar provisions in any subcontract, and shall specifically include a requirement that subcontractors make all reasonable efforts to mitigate damages which may be suffered. Failure to include such provisions shall bar the Contractor from any recovery from the City whatsoever of loss or damage sustained by a subcontractor as a consequence of termination for convenience.

8. *Termination for Default*. Either party may terminate this Contract, without further obligation, for the default of the other party or its agents or employees with respect to any agreement or provision contained herein. In the event of default by the contractor, the City reserves the right to procure the item(s) bid from other sources and holds the bidder responsible for excess costs incurred as a result. City Council may elect to refrain from doing business with the bidder as stipulated in City Code 2-276 Suspension and Disbarment.

9. *Examination of Records*

(a) The Contractor agrees that the City, or any duly authorized representative, shall, until the expiration of five (5) years after final payment hereunder, have access to and the right to examine and copy any pertinent books, documents, papers and records of the Contractor involving transactions related to this Contract.

(b) The Contractor further agrees to include in any subcontract for more than $10,000 entered into as a result of this Contract, a provision to the effect that the subcontractor agrees that the City or any duly authorized representative shall, until the expiration of five (5) years after final payment under the subcontract, have access to and the right to examine and copy any pertinent books, documents, papers and records of such contractor involved in transactions related to such subcontract, or this Contract. The term subcontract as used herein shall exclude purchase orders for public utility services at rates established for uniform applicability to the general public.

(c) The period of access provided in subparagraphs (a) and (b) above for records, books, documents and papers which may relate to any arbitration, litigation, or the settlement of claims arising out of the performance of this contract or any subcontract shall continue until any appeals, arbitration, litigation or claims shall have been finally disposed of.

10. *Public Records Compliance*. Contractor shall comply with public records laws as set forth in Chapter 119, Florida Statutes, and shall specifically:

(a) Keep and maintain public records required by the City to perform the service.

(b) Upon request from the City's custodian of public records, provide the City with a copy of the requested record or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Section 119, Florida Statutes, or as otherwise provided by law.

(c) Ensure that public records that are 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 City.

(d) Upon completion of the Contract, Contractor shall transfer to the City, at no cost, all public records in possession of the Contractor and destroy any duplicate public records that are exempt from public records disclosure requirements. 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.

If Contractor does not comply with a public records request, the City shall deem the non-compliance a breach of this Contract, and the Contractor may be subject to penalties under Section 119.0701, Florida Statutes.

**CONTRACTOR QUESTIONS RELATING TO CONTRACTOR'S DUTIES TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT MUST BE FORWARDED TO THE OFFICE OF THE CITY CLERK, CITY HALL, 1000 CITY CENTER CIRCLE, PORT ORANGE, FLORIDA 32129; TELEPHONE: (386) 506-5563; E-MAIL: CITYCLERK@PORT-ORANGE.ORG.**

11. *Termination for Non-Appropriation of Funds*

(a) If funds are not appropriated for any succeeding fiscal years subsequent to the one in which this contract is entered into, for the purpose of this Contract, then the City may terminate this Contract upon thirty (30) days prior written notice to the Contractor. Should termination be accomplished in accordance with this Section, the City shall be liable only for payments due through the date of termination.

(b) The City agrees that should it terminate in accordance with this Section, it shall not obtain services which are substantially equal to or similar to those for which this contract was entered into. This provision shall survive any termination of the Contract.

12. *Insurance*. Contractor shall maintain insurance, as required herein, during the life of this Contract. Contractor shall provide to the City, a certificate of insurance endorsing the City of Port Orange as an additional named insured. All insurance coverages of the Contractor shall be primary and non-contributory. All insurance coverages of the Contractor shall not seek contribution from any other insurance or self-insurance available to the City. For workers' compensation coverage, the Contractor's insurance certificate shall include the insurer's waiver of subrogation in lieu of endorsing the City as an additional insured for workers' compensation. The City shall not accept Workers' Compensation Exemptions Contractor may use leased employees if the Contractor ensures that all workers who access the jobsite are employees covered by the employee leasing company, and no non-employees are permitted to access the jobsite. Any Contractor using a leased employee shall complete the City's Leased Employee Affidavit Exhibit Form. Policies for Workers' Compensation may be issued by companies authorized as a group self-insurer by F.S. 440.572.

Policies other than Workers' Compensation shall be issued by insurers licensed and/or duly authorized under Florida Law to do business in the State of Florida and all insuring companies are required to have a minimum rating of "A-" in the "Best Key Rating Guide" published by A.M. Best & Company, Inc. Contractor shall not commence work under this Contract until the City has received a certificate or certificates of insurance with endorsement evidencing the required insurance. Insurer shall provide the City written notice of cancellation, nonrenewal or any other changes in coverage no later than thirty (30) days prior to the effective date of the change and shall provide notice to the City no later than 10 days after non-payment. The Certificates of Insurance and required insurance policies shall contain

provisions that thirty (30) days prior written notice shall be given to the City of any cancellation, intent not to renew, or reduction in the policies or coverages.

Contractor shall require and ensure each of its subcontractors to maintain, until the completion of the subcontractor's work, insurance of the types and to the limits set forth herein. All insurance coverages shall be primary and non-contributory. All insurance coverages of the subcontractors shall not seek contribution from any other insurance or self-insurance available to the City. The Contractor is responsible for ensuring that its subcontractors maintain the required coverage. Failure of the Contractor to ensure the subcontractors maintain the required coverage, shall not relieve the Contractor of any contractual responsibility, obligation or liability.

The City reserves the right to increase insurance coverage as determined for higher risk contracts.

The acceptance by the City of any Certificate of Insurance does not constitute approval or agreement by the City that the insurance requirements have been satisfied or that the insurance policy shown on the Certificate of Insurance is in compliance with this Contract and does not waive the insurance required by this Contract.

Should at any time the Contractor or subcontractors not maintain the insurance coverages required herein, the City may terminate the Contract or at its sole discretion shall be authorized to purchase such coverages and charge the Contractor for such coverages purchased. The City shall be under no obligation to purchase such insurance, nor shall it be responsible for the coverages purchased or the insurance company or companies used. The decision of the City to purchase such insurance coverages shall in no way be construed to be a waiver of any of its rights under the Contract.

| ***Standard Insurance Requirements*** | | | |
|---|---|---|---|
| | **Insurance** | **Standards** | **Additional Requirements** |
| ☒ | Workers' Compensation<br>The Contractor shall maintain coverage for its employees with statutory workers' compensation limits, and no less than the limits indicated in the Schedule of Limits for Employers' Liability. Said coverage shall include a waiver of subrogation in favor of the City. **The City will not accept elective exemptions**. Any contractor using an employee leasing company shall complete the Leased Employee Affidavit (Exhibit A). | Contract Amount — Limits<br>Up to $10 million — Statutory/$500,000<br>$10 - $20 million — Statutory/$1,000,000<br><br>Contracts over $20 million To Be Determined by the City. | ☐ If Contract requires work on or about navigable waters, Longshoreman's and Harbor Workers' Coverage required.<br>☐ If vessels involved, Jones Act coverage with limits of $500,000 required. |
| ☒ | Comprehensive General Liability (including Completed Operations and Contractual Liability | Limits: Combined Single Limit Bodily Injury and Property damage<br>$1,000,000 occurrence<br>$1,000,000 aggregate | ☐ When work is on or under Railroad rights of way or properties, the Contractor shall take out and maintain during the life of the Contract, Railroad protective liability and property damage insurance in amounts as requested by the Railroad. |

| | | | |
|---|---|---|---|
| ☒ | Comprehensive Business, Automobile Liability to include all owned, hired and non-owned automobiles. | Limits: Auto Liability Body Injury and Property Damage: $1,000,000 each occurrence $1,000,000 aggregate | |
| | ***Additional Insurance Requirements*** | | |
| ☐ | Property Insurance Builders Risk.<br><br>Additional Coverage: | Limits: Buildings - Completed value of Contract.<br><br>"All Risk" coverage on latest ISO for or its equivalent. Permission granted to occupy. Owner named as insured AIMA | If Agreement requires handling or installation of Owner's equipment, coverage should be furnished on "All Risk" form, including transit and Owner shall be named. |
| ☐ | Professional Liability | Limits: Coverage - $1,000,000 | |
| ☐ | Installation Floater (IT) | Limits: Coverage - $ To be determined. | |
| ☐ | Contractor Pollution Liability | Limits: Coverage - $1,000,000 | |
| ☐ | Errors and Omissions | Limits: Coverage - $1,000,000 | |
| ☐ | Umbrella Policy | Limits: Coverage – $ To be determined. | |
| ☒ | Payment and Performance Bond Required | Limits: Coverage - Equal to amount of Contract. | |
| ☐ | **City Manager waives Payment and Performance Bond for work under $200,000.00.** | | |
| ☐ | **Unless otherwise required by law, City Manager waives Insurance for FOB goods under $25,000.00.** | | |

13. *A Contract for the purchase* of supplies shall be governed by the City of Port Orange Code of Ordinances, as amended, and such supplies shall be deemed "goods," as defined therein.

14. *Assignability of Contract*. Neither this contract, nor any part hereof, may be assigned by the Contractor to any other party without the express written approval of the City Council.

15. *Modifications or Changes to this Contract*

(a) Change Orders. The Department Head, with the concurrence of the City's signatory as required by the City's Purchasing Policy, shall without notice to any sureties, have the authority to order changes in this Contract which affect the cost or time of performance. Such changes shall be ordered in writing specifically designated to be a change order. Such orders shall be limited to reasonable changes in the services to be performed or the time of the performance. The City will not be held liable for any changes which have not been properly authorized and approved in accordance with this Contract.

(b) If any change under this clause causes an increase or decrease in Contractor's cost of, or time required for the performance of the work hereunder, Contractor shall receive an equitable adjustment in accordance with subparagraph (d), which shall include all compensation to the Contractor, or the City, of any kind in connection with such change, including all costs and damages related to or incidental to such change.

(c) Contractor need not perform any work described in any change order unless it has received a certification from the City that there are funds budgeted and appropriated sufficient to cover the cost of such changes.

(d) No claim for changes ordered hereunder shall be considered if made after final payment in accordance with the Contract.

16. *Sovereign Immunity*. The City expressly retains all rights, benefits and immunities of sovereign immunity in accordance with Section 768.28, Florida Statutes. Notwithstanding anything set forth in any section of this Contract to the contrary, nothing in this Contract shall be deemed as a waiver of immunity or limits of liability of the City beyond

any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature or may be adopted by the Florida Legislature and the cap on the amount and liability of the City for damages regardless of the number or nature of claims in tort or equity shall not exceed the dollar amount set by the legislature for tort. Nothing in this Contract shall inure to the benefit of any third party for the purpose of allowing any claim against the City which would otherwise be barred under the Doctrine of Sovereign Immunity or operation of law.

17. *Warranties*. Contractor warrants that (1) the supplies to be provided to the City pursuant to this Contract are fit and sufficient for the purpose intended; (2) the supplies are merchantable, of good quality, and free from defects, whether patent or latent, in material or workmanship, and (3) the supplies sold to the City pursuant to this Contract conform to the standards required by this Contract.

Contractor further warrants that Contractor has title to the supplies provided, and that the supplies are free and clear of all liens encumbrances, and security interests. All warranties made in this Contract, together with service warranties and guarantees, shall run to the City and its successors and assigns.

18. *Additional Warranties*. Contractor further expressly warrants that materials and workmanship are warranted from defect for a one-year period. This is a minimum acceptable warranty.

19. *Additional Bond Security*. If any surety bond furnished in connection with this Contract becomes unacceptable to the City, Contractor shall promptly furnish such additional security as may be required from time to time to protect the interests of the City and a person supplying labor and materials in the prosecution of work contemplated by this Contract. Contractor expressly acknowledges that if the work to be performed hereunder is a public work, a Payment and Performance Bond, in accordance with Florida Statutes Section 255.05, in a form acceptable to the City, shall be provided and recorded with the Clerk of Volusia County at Contractors expense.

20. *Inspection*

(a) All supplies (which term throughout this clause includes without limitation raw materials, components, intermediate assemblies, and their products) shall be subject to inspection and test by the City, to the extent practicable at all times and places including the place of manufacturer, and in any event prior to acceptance.

(b) In the event any supplies or lots of supplies are defective in material or workmanship, or otherwise not in conformity with the requirements of this Contract, the City shall have the right either to reject them (with or without instructions as to their disposition) or to require their correction. Supplies or lots of supplies which have been rejected or required to be corrected shall be removed or, if permitted or required by the Finance Director, corrected in place by and at the expense of Contractor promptly after notice, and shall not thereafter be tendered for acceptance unless the former rejection or requirement of correction is disclosed. If Contractor fails promptly to remove such supplies or lots of supplies which are required to be removed or promptly to replace or correct such supplies or lots of supplies, the City may either (i) by contract or otherwise replace or correct such supplies and charge Contractor the cost for such replacement or correction; or (ii) may terminate this Contract for default as provided in the clause of this Contract entitled "Termination for Default." Unless Contractor corrects or replaces such supplies within the delivery schedule, the Finance Director may require the delivery of such supplies at a reduction in price, which is equitable under the circumstances. Acceptance or rejection of the supplies shall be made as promptly as practicable after delivery, except as otherwise provided in this Contract. Failure to inspect and accept or reject supplies shall neither relieve Contractor from responsibility for such supplies as are not in accordance with the Contract requirements nor impose liability on the City therefor.

(c) The inspection and test by the City of any supplies or lots thereof does not relieve Contractor from any responsibility regarding defects or other failures to meet the Contract requirements, which may be discovered prior to acceptance. Except as otherwise provided in this Contract, acceptance shall be conclusive except as regards latent defects, fraud, or such gross mistakes as amount to fraud.

21. *Liability for Loss or Damage*.

(a) Contractor shall be liable for any loss of, or damage to, City property caused by the negligence, recklessness, or intended wrongful misconduct of Contractor, his/its agents, servants and employees and shall indemnify and save the City harmless against all actions, proceedings, claims, demands, costs, damages and expenses, including attorney's fees, by reason of any suit or action brought for any actual or alleged injury to or death of any person or damage to property other than City property, resulting from the performance of the Contract by Contractor, his/its agents, servants and employees. Contractor shall submit a full written report to the Finance Director within twenty-four (24) hours following the occurrence of such damage, loss or injury.

(b) To the fullest extent permitted by law, in addition to the express duty to indemnify City when there is any causal connection between Contractor's work and any injury, loss, damage, death or property damage, Contractor expressly undertakes a duty to defend City as a separate duty, independent of and broader than the duty to indemnify. The duty to defend agreed to by Contractor hereby expressly include all costs of litigation, attorney's fees, settlement costs and reasonable expenses in connection with the litigation, whether or not the claims made for loss, injury, damage or property damage are valid or groundless and regardless of whether the defense of City is maintained by the City or assumed by Contractor as long as the claims made could be causally connected to Contractor as reasonable determined by City.

22. *Non-discrimination*. During the performance of this Contract, Contractor agrees as follows:

(a) Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, disability, marital status, age or national origin, except where such is a bona-fide occupational qualification reasonably necessary to the normal operation of Contractor. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause. Contractor agrees and fully supports and complies with the Americans with Disabilities Act of 1990.

(b) Contractor shall state in all solicitations or advertisements for employees placed by or on behalf of Contractor that Contractor is an equal opportunity employer.

(c) Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient compliance with this provision. Contractor shall include the provisions of the foregoing subparagraphs (a), (b), and (c) in every subcontract or purchase order of over $10,000 so that the provisions will be binding upon each subcontractor or vendor.

23. *E-Verify*. Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Contractor during the term of this Contract and shall expressly require any sub-contractors performing services pursuant to this Contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the sub-contractor during the term of this Contract.

24. *Disputes*. The City Manager, who shall reduce his decision to writing and mail or otherwise furnish a copy thereof to Contractor, shall decide disputes with respect to this Agreement. The decision by the City Manager shall be final and binding unless, within five (5) business days from the date of delivery of the decision of the City Manager, appeal is made to the City Council in writing and delivered to the City Clerk, Robin L. Fenwick, MMC. The decision of the City Council shall be final and binding unless set aside by a court of competent jurisdiction as fraudulent, capricious, arbitrary, or so grossly erroneous as necessary to imply bad faith, or not to be supported by any evidence.

25. *Force Majeure*. Neither party shall be liable for any delay in performance or failure to perform any obligation hereunder if, and to the extent that, such failure or delay is caused by an event of Force Majeure. Force Majeure

shall mean any act, event or condition that is beyond the party's reasonable control, that materially and adversely affects the party's ability to perform its obligations hereunder, and that is not the result of the party's willful neglect, error, omission or failure to exercise reasonable due diligence.

26. *Controlling Law*. **THIS AGREEMENT CONTAINS IMPORTANT MATTERS AFFECTING LEGAL RIGHTS AND IS ACCEPTED AND ENTERED INTO IN FLORIDA AND ANY QUESTION REGARDING ITS VALIDITY, CONSTRUCTION, ENFORCEMENT, OR PERFORMANCE SHALL BE GOVERNED BY FLORIDA LAW. ANY LEGAL PROCEEDING ARISING FROM OR IN ANY WAY REGARDING THE AGREEMENT SHALL HAVE ITS VENUE LOCATED EXCLUSIVELY IN THE CIRCUIT COURT OF VOLUSIA COUNTY, FLORIDA, AND THE PARTIES HEREBY EXPRESSLY CONSENT AND SUBMIT THEMSELVES TO THE PERSONAL JURISDICTION AND VENUE OF THE COURT.**

27. *Compliance with Other Federal Standards.* In addition to other provisions required by the Federal agency or the City, the Contractor shall comply with 2 C.F.R. 200.318 through 200.327, and appendix II to Part 200 Title 2 thereof, and the contract provisions as required therein, all of which are attached hereto as **Composite Exhibit "3"** and made a part hereof by this reference. Contractor hereby acknowledges the receipt and that they have read and understood Composite Exhibit "3."
**Contractor Initials _____.**

28. *Additional Provisions*. This Contract includes all additional provisions as may have been outlined in written quotes and purchase orders and any attachments or exhibits to this Contract whether delivered herewith or subsequently approved as a part hereof, such as drawings or technical specifications prepared in the performance of this work. In the event of a conflict between any attachments or exhibits to this Contract, and this Contract, the language of this Contract shall control.

29. *Integration*. This Contract and the documents incorporated herein by reference shall constitute the whole agreement between the parties. There are no promises, terms, conditions, or obligations other than those contained herein, and this Contract shall supersede all previous communications, representations, or agreements, written or verbal, between the parties hereto.

30. *Notice*. For purposes of this agreement, notices shall be sent as follows:

City:
City of Port Orange
Attention: City Manager
1000 City Center Circle
Port Orange, Florida 32129
(386) 506-5501

Copy to:
City of Port Orange
Attention: Tim Burman, Community Development Director
1000 City Center Circle
Port Orange, Florida 32129
(386) 506-5674

Contractor:
_____
Attention: _____
_____
_____
(___)---------- Telephone
_____@_____.com - E-Mail

Any notice or other communication given under the Contract will be in writing and delivered by hand, sent by facsimile (provided acknowledgement of receipt thereof is delivered to the sender), sent by certified, registered mail, or sent by any nationally recognized overnight courier service to the addresses provided herein. The parties may, from time to time and at any time, change their respective addresses and each will have the right to specify as its address any other address by at least 10 days written notice to the other party.

31. *Contract Construction*

This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same instrument. The delivery by facsimile or e-mail of an executed copy of this Agreement shall be deemed valid as if an original signature was delivered. No contract shall be formed between Contractor and the City until the City signs this Agreement.

32. *Authority to Sign*. Each person signing this Agreement warrants that he or she is duly authorized to do so and to bind the respective party to the Agreement.

***[Remainder of this page intentionally left blank]***

Witnesses:

_____

_____ By: _____

Printed Name: _____

*If this Contract is signed by an individual not identified as an Officer of the Entity in the records of the Florida Department of State, Division of Corporations, please provide written authorization for that individual to enter into contracts on behalf of the Entity.*

_____

Printed Name: _____ Date: _____

***Please note that at this time the City does not accept electronic/digital signatures. A wet signature is required for this document.***

**CITY OF PORT ORANGE**

By:_____
Scott Stiltner, Mayor

Date:_____

**ATTEST:**

By:_____
Robin L. Fenwick, MMC, City Clerk

Date:_____

# EXHIBIT "1"

## Placeholder

Consisting of ___Pages

# EXHIBIT "2"

## Payment and Performance Bond

Consisting of 4 Pages

**FRONT PAGE FOR BOND REQUIRED BY SECTION 255.05, F.S.**

# PAYMENT AND PERFORMANCE BOND

(Public Works)

Notice and Time Limitations Must Be In Accordance
With Section 255.05(2), (8) and (10), Florida Statutes

**BOND NO.** _____

---

**PRINCIPAL**:
Developer or Contractor: _____
Principal Business Address: _____
_____
Contact Person: _____
Phone Number: _____

---

**SURETY**: _____
Address: _____
_____
Contact Person: _____
Phone Number: _____

---

**OWNER**: City of Port Orange, Florida, a chartered municipal corporation
1000 City Center Circle
Port Orange, Florida 32129-4144
Contact Person: City Manager
Phone Number: (386) 506-5501

---

**Amount**: $_____ **City Case/Project No.** _____

**Description of Work**: _____

**Project Location**: _____
Port Orange, Volusia County, Florida

**Legal Description**: _____

Front Page

All other pages are subsequent to this page regardless of any numbers that may be printed thereon.

*[MTR/sal 2015-02-10]*

Placeholder for Legal Description

City Project No._____
Bond No._____

# COMBINATION PAYMENT AND PERFORMANCE BOND
# FOR
# PUBLIC CONSTRUCTION

*per Section 255.05, Florida Statutes*
Guaranty for Construction of Public Improvements

BY THIS BOND, We, _____as Principal, and _____, a corporation, as Surety, are bound to **CITY OF PORT ORANGE, FLORIDA**, a Florida municipal corporation, herein called "Owner" or sometimes referred to as "City," in the sum of ____**DOLLARS** (**$**_____), 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 terms of that certain _____ having an effective date of _____, entered into by and between the Principal and the City, for _____, hereinafter referred to as 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 (the "Work"); and

3. Pays Owner all losses, damages, delay damages (including contractually authorized liquidated damages), expenses, costs, and attorney's fees, including appellate proceedings, that Owner sustains because of a breach or material breach by Principal under the Contract documents; 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.

**Notice of Nonpayment and Time Limitations**

Any action instituted by a claimant under this bond for payment must be in accordance with the notice and time limitation provisions in Sections 255.02(2), (8) and (10), 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.

IN WITNESS WHEREOF, this performance and payment bond is executed in duplicate originals, each of which shall be deemed an original, this _____, day of _____, 20__.

Attest:

_____
(Name of Principal)

_____
(As to Corporate Principal) Secretary

By:_____
Name/Title:_____

_____
(Witness to Principal)

*(Corporate Seal)*

_____
(Surety)

_____
(Witness to Surety)

By:_____
Name:_____
(Attorney-in-Fact)

*(Corporate Seal)*

*NOTE:* ***Date of BOND must not be prior to date of Contract.*** *If Developer/Principal is Partnership, all partners should execute BOND. All BONDS signed by an agent must be accompanied by a certified copy of the authority to act.*

*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.

# EXHIBIT "3"

# ITB 26-01 Federal Regulations and Contract Provisions

Consisting of 33 Pages

This content is from the eCFR and is authoritative but unofficial.

# Title 2 — Federal Financial Assistance

## Subtitle A — Office of Management and Budget Guidance for Federal Financial Assistance

## Chapter II — Office of Management and Budget Guidance

## Part 200 — Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards

## Subpart D — Post Federal Award Requirements

**Authority:** 31 U.S.C. 503; 31 U.S.C. 6101-6106; 31 U.S.C. 6307; 31 U.S.C. 7501-7507.
**Source:** 89 FR 30136, Apr. 22, 2024, unless otherwise noted.

Procurement Standards

**§ 200.317** Procurements by States and Indian Tribes.
**§ 200.318** General procurement standards.
**§ 200.319** Competition.
**§ 200.320** Procurement methods.
**§ 200.321** Contracting with small businesses, minority businesses, women's business enterprises, veteran-owned businesses, and labor surplus area firms.
**§ 200.322** Domestic preferences for procurements.
**§ 200.323** Procurement of recovered materials.
**§ 200.324** Contract cost and price.
**§ 200.325** Federal agency or pass-through entity review.
**§ 200.326** Bonding requirements.
**§ 200.327** Contract provisions.

## PROCUREMENT STANDARDS

### § 200.317 Procurements by States and Indian Tribes.

When conducting procurement transactions under a Federal award, a State or Indian Tribe must follow the same policies and procedures it uses for procurements with non-Federal funds. If such policies and procedures do not exist, States and Indian Tribes must follow the procurement standards in §§ 200.318 through 200.327. In addition to its own policies and procedures, a State or Indian Tribe must also comply with the following procurement standards: §§ 200.321, 200.322, 200.323, and 200.327. All other recipients and subrecipients, including subrecipients of a State or Indian Tribe, must follow the procurement standards in §§ 200.318 through 200.327.

### § 200.318 General procurement standards.

(a) *Documented procurement procedures.* The recipient or subrecipient must maintain and use documented procedures for procurement transactions under a Federal award or subaward, including for acquisition of property or services. These documented procurement procedures must be consistent with State, local, and tribal laws and regulations and the standards identified in §§ 200.317 through 200.327.

(b) *Oversight of contractors.* Recipients and subrecipients must maintain oversight to ensure that contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders. See also § 200.501(h).

(c) *Conflicts of interest.*

(1) The recipient or subrecipient must maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award, and administration of contracts. No employee, officer, agent, or board member with a real or apparent conflict of interest may participate in the selection, award, or administration of a contract supported by the Federal award. A conflict of interest includes when the employee, officer, agent, or board member, any member of their immediate family, their partner, or an organization that employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from an entity considered for a contract. An employee, officer, agent, and board member of the recipient or subrecipient may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors. However, the recipient or subrecipient may set standards for situations where the financial interest is not substantial or a gift is an unsolicited item of nominal value. The recipient's or subrecipient's standards of conduct must also provide for disciplinary actions to be applied for violations by its employees, officers, agents, or board members.

(2) If the recipient or subrecipient has a parent, affiliate, or subsidiary organization that is not a State, local government, or Indian Tribe, the recipient or subrecipient must also maintain written standards of conduct covering organizational conflicts of interest. Organizational conflicts of interest mean that because of relationships with a parent company, affiliate, or subsidiary organization, the recipient or subrecipient is unable or appears to be unable to be impartial in conducting a procurement action involving a related organization.

(d) *Avoidance of unnecessary or duplicative items.* The recipient's or subrecipient's procedures must avoid the acquisition of unnecessary or duplicative items. Consideration should be given to consolidating or breaking out procurements to obtain a more economical purchase. When appropriate, an analysis should be made between leasing and purchasing property or equipment to determine the most economical approach.

(e) *Procurement arrangements using strategic sourcing.* When appropriate for the procurement or use of common or shared goods and services, recipients and subrecipients are encouraged to enter into State and local intergovernmental agreements or inter-entity agreements for procurement transactions. These or similar procurement arrangements using strategic sourcing may foster greater economy and efficiency. Documented procurement actions of this type (using strategic sourcing, shared services, and other similar procurement arrangements) will meet the competition requirements of this part.

(f) *Use of excess and surplus Federal property.* The recipient or subrecipient is encouraged to use excess and surplus Federal property instead of purchasing new equipment and property when it is feasible and reduces project costs.

(g) *Use of value engineering clauses.* When practical, the recipient or subrecipient is encouraged to use value engineering clauses in contracts for construction projects of sufficient size to offer reasonable opportunities for cost reductions. Value engineering means analyzing each contract item or task to ensure its essential function is provided at the overall lowest cost.

(h) *Responsible contractors.* The recipient or subrecipient must award contracts only to responsible contractors that possess the ability to perform successfully under the terms and conditions of a

proposed contract. The recipient or subrecipient must consider contractor integrity, public policy

compliance, proper classification of employees (see the Fair Labor Standards Act, 29 U.S.C. 201, chapter 8), past performance record, and financial and technical resources when conducting a procurement transaction. See also § 200.214.

(i) *Procurement records.* The recipient or subrecipient must maintain records sufficient to detail the history of each procurement transaction. These records must include the rationale for the procurement method, contract type selection, contractor selection or rejection, and the basis for the contract price.

(j) *Time-and-materials type contracts.*

(1) The recipient or subrecipient may use a time-and-materials type contract only after a determination that no other contract is suitable and if the contract includes a ceiling price that the contractor exceeds at its own risk. Time-and-materials type contract means a contract whose cost to a recipient or subrecipient is the sum of:

(i) The actual cost of materials; and

(ii) Direct labor hours charged at fixed hourly rates that reflect wages, general and administrative expenses, and profit.

(2) Because this formula generates an open-ended contract price, a time-and-materials contract provides no positive profit incentive to the contractor for cost control or labor efficiency. Therefore, each contract must set a ceiling price that the contractor exceeds at its own risk. Further, the recipient or subrecipient awarding such a contract must assert a high degree of oversight to obtain reasonable assurance that the contractor is using efficient methods and effective cost controls.

(k) *Settlement of contractual and administrative issues.* The recipient or subrecipient is responsible for the settlement of all contractual and administrative issues arising out of its procurement transactions. These issues include, but are not limited to, source evaluation, protests, disputes, and claims. These standards do not relieve the recipient or subrecipient of any contractual responsibilities under its contracts. The Federal agency will not substitute its judgment for that of the recipient or subrecipient unless the matter is primarily a Federal concern. The recipient or subrecipient must report violations of law to the Federal, State, or local authority with proper jurisdiction.

(l) *Examples of labor and employment practices.*

(1) The procurement standards in this subpart do not prohibit recipients or subrecipients from:

(i) Using Project Labor Agreements (PLAs) or similar forms of pre-hire collective bargaining agreements;

(ii) Requiring construction contractors to use hiring preferences or goals for people residing in high-poverty areas, disadvantaged communities as defined by the Justice40 Initiative (see OMB Memorandum M-21-28), or high-unemployment census tracts within a region no smaller than the county where a federally funded construction project is located. The hiring preferences or goals should be consistent with the policies and procedures of the recipient or subrecipient, and must not prohibit interstate hiring;

(iii) Requiring a contractor to use hiring preferences or goals for individuals with barriers to employment (as defined in section 3 of the Workforce Innovation and Opportunity Act (29 U.S.C. 3102(24)), including women and people from underserved communities as defined by Executive Order 14091;

(iv) Using agreements intended to ensure uninterrupted delivery of services; using agreements intended to ensure community benefits; or

(v) Offering employees of a predecessor contractor rights of first refusal under a new contract.

(2) Recipients and subrecipients may use the practices listed in paragraph (1) if consistent with the U.S. Constitution, applicable Federal statutes and regulations, the objectives and purposes of the applicable Federal financial assistance program, and other requirements of this part.

## § 200.319 Competition.

(a) All procurement transactions under the Federal award must be conducted in a manner that provides full and open competition and is consistent with the standards of this section and § 200.320.

(b) To ensure objective contractor performance and eliminate unfair competitive advantage, contractors that develop or draft specifications, requirements, statements of work, or invitations for bids must be excluded from competing on those procurements.

(c) Examples of situations that may restrict competition include, but are not limited to:

(1) Placing unreasonable requirements on firms for them to qualify to do business;

(2) Requiring unnecessary experience and excessive bonding;

(3) Noncompetitive pricing practices between firms or between affiliated companies;

(4) Noncompetitive contracts to consultants that are on retainer contracts;

(5) Organizational conflicts of interest;

(6) Specifying only a "brand name" product instead of allowing "an equal" product to be offered and describing the performance or other relevant requirements of the procurement; and

(7) Any arbitrary action in the procurement process.

(d) The recipient or subrecipient must have written procedures for procurement transactions. These procedures must ensure that all solicitations:

(1) Are made in accordance with § 200.319(b);

(2) Incorporate a clear and accurate description of the technical requirements for the property, equipment, or service being procured. The description may include a statement of the qualitative nature of the property, equipment, or service to be procured. When necessary, the description must provide minimum essential characteristics and standards to which the property, equipment, or service must conform. Detailed product specifications should be avoided if at all possible. When it is impractical or uneconomical to clearly and accurately describe the technical requirements, a "brand name or equivalent" description of features may be used to provide procurement requirements. The specific features of the named brand must be clearly stated; and

(3) Identify any additional requirements which the offerors must fulfill and all other factors that will be used in evaluating bids or proposals.

(e) The recipient or subrecipient must ensure that all prequalified lists of persons, firms, or products used in procurement transactions are current and include enough qualified sources to ensure maximum open competition. When establishing or amending prequalified lists, the recipient or subrecipient must consider objective factors that evaluate price and cost to maximize competition. The recipient or subrecipient must not preclude potential bidders from qualifying during the solicitation period.

(f) To the extent consistent with established practices and legal requirements applicable to the recipient or subrecipient, this subpart does not prohibit recipients or subrecipients from developing written procedures for procurement transactions that incorporate a scoring mechanism that rewards bidders that commit to specific numbers and types of U.S. jobs, minimum compensation, benefits, on-the-job-training for employees making work products or providing services on a contract, and other worker protections. This subpart also does not prohibit recipients and subrecipients from making inquiries of bidders about these subjects and assessing the responses. Any scoring mechanism must be consistent with the U.S. Constitution, applicable Federal statutes and regulations, and the terms and conditions of the Federal award.

(g) Noncompetitive procurements can only be awarded in accordance with § 200.320(c).

## § 200.320 Procurement methods.

There are three types of procurement methods described in this section: informal procurement methods (for micro-purchases and simplified acquisitions); formal procurement methods (through sealed bids or proposals); and noncompetitive procurement methods. For any of these methods, the recipient or subrecipient must maintain and use documented procurement procedures, consistent with the standards of this section and §§ 200.317, 200.318, and 200.319.

(a) *Informal procurement methods for small purchases.* These procurement methods expedite the completion of transactions, minimize administrative burdens, and reduce costs. Informal procurement methods may be used when the value of the procurement transaction under the Federal award does not exceed the simplified acquisition threshold as defined in § 200.1. Recipients and subrecipients may also establish a lower threshold. Informal procurement methods include:

(1) *Micro-purchases* —

(i) *Distribution.* The aggregate amount of the procurement transaction does not exceed the micro-purchase threshold defined in § 200.1. To the extent practicable, the recipient or subrecipient should distribute micro-purchases equitably among qualified suppliers.

(ii) *Micro-purchase awards.* Micro-purchases may be awarded without soliciting competitive price or rate quotations if the recipient or subrecipient considers the price reasonable based on research, experience, purchase history, or other information; and maintains documents to support its conclusion. Purchase cards may be used as a method of payment for micro-purchases.

(iii) *Micro-purchase thresholds.* The recipient or subrecipient is responsible for determining and documenting an appropriate micro-purchase threshold based on internal controls, an evaluation of risk, and its documented procurement procedures. The micro-purchase threshold used by the recipient or subrecipient must be authorized or not prohibited under State, local, or tribal laws or regulations. The recipient or subrecipient may establish a threshold higher than the Federal threshold established in the Federal Acquisition Regulations (FAR) in accordance with paragraphs (a)(1)(iv) and (v) of this section.

(iv) *Recipient or subrecipient increase to the micro-purchase threshold up to $50,000.* The recipient or subrecipient may establish a threshold higher than the micro-purchase threshold identified in the FAR in accordance with the requirements of this section. The recipient or subrecipient may self-certify a threshold up to $50,000 on an annual basis and must maintain documentation to be made available to the Federal agency or pass-through entity and auditors in accordance with § 200.334. The self-certification must include a justification, clear identification of the threshold, and supporting documentation of any of the following:

(A) A qualification as a low-risk auditee, in accordance with the criteria in § 200.520 for the most recent audit;

(B) An annual internal institutional risk assessment to identify, mitigate, and manage financial risks; or,

(C) For public institutions, a higher threshold is consistent with State law.

(v) *Recipient or subrecipient increase to the micro-purchase threshold over $50,000.* Micro-purchase thresholds higher than $50,000 must be approved by the cognizant agency for indirect costs. The recipient or subrecipient must submit a request that includes the requirements in paragraph (a)(1)(iv) of this section. The increased threshold is valid until any factor that was relied on in the establishment and rationale of the threshold changes.

(2) *Simplified acquisitions* —

(i) *Simplified acquisition procedures.* The aggregate dollar amount of the procurement transaction is higher than the micro-purchase threshold but does not exceed the simplified acquisition threshold. If simplified acquisition procedures are used, price or rate quotations must be obtained from an adequate number of qualified sources. Unless specified by the Federal agency, the recipient or subrecipient may exercise judgment in determining what number is adequate.

(ii) *Simplified acquisition thresholds.* The recipient or subrecipient is responsible for determining an appropriate simplified acquisition threshold based on internal controls, an evaluation of risk, and its documented procurement procedures, which may be lower than, but must not exceed, the threshold established in the FAR.

(b) *Formal procurement methods.* Formal procurement methods are required when the value of the procurement transaction under a Federal award exceeds the simplified acquisition threshold of the recipient or subrecipient. Formal procurement methods are competitive and require public notice. The following formal methods of procurement are used for procurement transactions above the simplified acquisition threshold determined by the recipient or subrecipient in accordance with paragraph (a)(2)(ii) of this section:

(1) *Sealed bids.* This is a procurement method in which bids are publicly solicited through an invitation and a firm fixed-price contract (lump sum or unit price) is awarded to the responsible bidder whose bid conforms with all the material terms and conditions of the invitation and is the lowest in price. The sealed bids procurement method is preferred for procuring construction services.

(i) For sealed bidding to be feasible, the following conditions should be present:

(A) A complete, adequate, and realistic specification or purchase description is available;

(B) Two or more responsible bidders have been identified as willing and able to compete effectively for the business; and

(C) The procurement lends itself to a firm-fixed-price contract, and the selection of the successful bidder can be made principally based on price.

(ii) If sealed bids are used, the following requirements apply:

(A) Bids must be solicited from an adequate number of qualified sources, providing them with sufficient response time prior to the date set for opening the bids. Unless specified by the Federal agency, the recipient or subrecipient may exercise judgment in determining what number is adequate. For local governments, the invitation for bids must be publicly advertised.

(B) The invitation for bids must define the items or services with specific information, including any required specifications, for the bidder to properly respond;

(C) All bids will be opened at the time and place prescribed in the invitation for bids. For local governments, the bids must be opened publicly.

(D) A firm-fixed-price contract is awarded in writing to the lowest responsive bid and responsible bidder. When specified in the invitation for bids, factors such as discounts, transportation cost, and life-cycle costs must be considered in determining which bid is the lowest. Payment discounts must only be used to determine the low bid when the recipient or subrecipient determines they are a valid factor based on prior experience.

(E) The recipient or subrecipient must document and provide a justification for all bids it rejects.

(2) *Proposals.* This is a procurement method used when conditions are not appropriate for using sealed bids. This procurement method may result in either a fixed-price or cost-reimbursement contract. They are awarded in accordance with the following requirements:

(i) Requests for proposals require public notice, and all evaluation factors and their relative importance must be identified. Proposals must be solicited from multiple qualified entities. To the maximum extent practicable, any proposals submitted in response to the public notice must be considered.

(ii) The recipient or subrecipient must have written procedures for conducting technical evaluations and making selections.

(iii) Contracts must be awarded to the responsible offeror whose proposal is most advantageous to the recipient or subrecipient considering price and other factors; and

(iv) The recipient or subrecipient may use competitive proposal procedures for qualifications-based procurement of architectural/engineering (A/E) professional services whereby the offeror's qualifications are evaluated, and the most qualified offeror is selected, subject to negotiation of fair and reasonable compensation. The method, where the price is not used as a selection factor, can only be used to procure architectural/engineering (A/E) professional services. The method may not be used to purchase other services provided by A/E firms that are a potential source to perform the proposed effort.

(c) *Noncompetitive procurement.* There are specific circumstances in which the recipient or subrecipient may use a noncompetitive procurement method. The noncompetitive procurement method may only be used if one of the following circumstances applies:

(1) The aggregate amount of the procurement transaction does not exceed the micro-purchase threshold (see paragraph (a)(1) of this section);

(2) The procurement transaction can only be fulfilled by a single source;

(3) The public exigency or emergency for the requirement will not permit a delay resulting from providing public notice of a competitive solicitation;

(4) The recipient or subrecipient requests in writing to use a noncompetitive procurement method, and the Federal agency or pass-through entity provides written approval; or

(5) After soliciting several sources, competition is determined inadequate.

## § 200.321 Contracting with small businesses, minority businesses, women's business enterprises, veteran-owned businesses, and labor surplus area firms.

(a) When possible, the recipient or subrecipient should ensure that small businesses, minority businesses, women's business enterprises, veteran-owned businesses, and labor surplus area firms (See U.S. Department of Labor's list) are considered as set forth below.

(b) Such consideration means:

(1) These business types are included on solicitation lists;

(2) These business types are solicited whenever they are deemed eligible as potential sources;

(3) Dividing procurement transactions into separate procurements to permit maximum participation by these business types;

(4) Establishing delivery schedules (for example, the percentage of an order to be delivered by a given date of each month) that encourage participation by these business types;

(5) Utilizing organizations such as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and

(6) Requiring a contractor under a Federal award to apply this section to subcontracts.

## § 200.322 Domestic preferences for procurements.

(a) The recipient or subrecipient should, to the greatest extent practicable and consistent with law, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards, contracts, and purchase orders under Federal awards.

(b) For purposes of this section:

(1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

(c) Federal agencies providing Federal financial assistance for infrastructure projects must implement the Buy America preferences set forth in 2 CFR part 184.

## § 200.323 Procurement of recovered materials.

(a) A recipient or subrecipient that is a State agency or agency of a political subdivision of a State and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976 as amended, 42 U.S.C. 6962. The requirements of Section 6002 include procuring only items designated in the guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

(b) The recipient or subrecipient should, to the greatest extent practicable and consistent with law, purchase, acquire, or use products and services that can be reused, refurbished, or recycled; contain recycled content, are biobased, or are energy and water efficient; and are sustainable. This may include purchasing compostable items and other products and services that reduce the use of single-use plastic products. See Executive Order 14057, section 101, Policy.

## § 200.324 Contract cost and price.

(a) The recipient or subrecipient must perform a cost or price analysis for every procurement transaction, including contract modifications, in excess of the simplified acquisition threshold. The method and degree of analysis conducted depend on the facts surrounding the particular procurement transaction. For example, the recipient or subrecipient should consider potential workforce impacts in their analysis if the procurement transaction will displace public sector employees. However, as a starting point, the recipient or subrecipient must make independent estimates before receiving bids or proposals.

(b) Costs or prices based on estimated costs for contracts under the Federal award are allowable only to the extent that the costs incurred or cost estimates included in negotiated prices would be allowable for the recipient or subrecipient under subpart E of this part. The recipient or subrecipient may reference its own cost principles as long as they comply with subpart E of this part.

(c) The recipient or subrecipient must not use the "cost plus a percentage of cost" and "percentage of construction costs" methods of contracting.

## § 200.325 Federal agency or pass-through entity review.

(a) The Federal agency or pass-through entity may review the technical specifications of proposed procurements under the Federal award if the Federal agency or pass-through entity believes the review is needed to ensure that the item or service specified is the one being proposed for acquisition. The recipient or subrecipient must submit the technical specifications of proposed procurements when requested by the Federal agency or pass-through entity. This review should take place prior to the time the specifications are incorporated into a solicitation document. When the recipient or subrecipient desires to

accomplish the review after a solicitation has been developed, the Federal agency or pass-through entity may still review the specifications. In those cases, the review should be limited to the technical aspects of the proposed purchase.

(b) When requested, the recipient or subrecipient must provide procurement documents (such as requests for proposals, invitations for bids, or independent cost estimates) to the Federal agency or pass-through entity for pre-procurement review. The Federal agency or pass-through entity may conduct a pre-procurement review when:

(1) The recipient's or subrecipient's procurement procedures or operation fails to comply with the procurement standards in this part;

(2) The procurement is expected to exceed the simplified acquisition threshold and is to be awarded without competition, or only one bid is expected to be received in response to a solicitation;

(3) The procurement is expected to exceed the simplified acquisition threshold and specifies a "brand name" product;

(4) The procurement is expected to exceed the simplified acquisition threshold, and a sealed bid procurement is to be awarded to an entity other than the apparent low bidder; or

(5) A proposed contract modification changes the scope of a contract or increases the contract amount by more than the simplified acquisition threshold.

(c) The recipient or subrecipient is exempt from the pre-procurement review in paragraph (b) of this section if the Federal agency or pass-through entity determines that its procurement systems comply with the standards of this part.

(1) The recipient or subrecipient may request that the Federal agency or pass-through entity review its procurement system to determine whether it meets these standards for its system to be certified. Generally, these reviews must occur where there is continuous high-dollar funding and third-party contracts are awarded regularly.

(2) The recipient or subrecipient may self-certify its procurement system. However, self-certification does not limit the Federal agency's or pass-through entity's right to review the system. Under a self-certification procedure, the Federal agency or pass-through entity may rely on written assurances from the recipient or subrecipient that it is complying with the standards of this part. The recipient or subrecipient must cite specific policies, procedures, regulations, or standards as complying with these requirements and have its system available for review.

## § 200.326 Bonding requirements.

The Federal agency or pass-through entity may accept the recipient's or subrecipient's bonding policy and requirements for construction or facility improvement contracts or subcontracts exceeding the simplified acquisition threshold. Before doing so, the Federal agency or pass-through entity must determine that the Federal interest is adequately protected. If such a determination has not been made, the minimum requirements must be as follows:

(a) A bid guarantee from each bidder equivalent to five percent of the bid price. The bid guarantee must consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of the bid, execute any required contractual documents within the specified timeframe.

(b) A performance bond on the contractor's part for 100 percent of the contract price. A performance bond is a bond executed in connection with a contract to secure the fulfillment of all the contractor's requirements under a contract.

(c) A payment bond on the contractor's part for 100 percent of the contract price. A payment bond is a bond executed in connection with a contract to assure payment as required by the law of all persons supplying labor and material in the execution of the work provided for under a contract.

## § 200.327 Contract provisions.

The recipient's or subrecipient's contracts must contain the applicable provisions described in Appendix II of this part.

This content is from the eCFR and is authoritative but unofficial.

# Title 2 — Federal Financial Assistance

## Subtitle A — Office of Management and Budget Guidance for Federal Financial Assistance

## Chapter II — Office of Management and Budget Guidance

## Part 200 — Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards

**Authority:** 31 U.S.C. 503; 31 U.S.C. 6101-6106; 31 U.S.C. 6307; 31 U.S.C. 7501-7507.
**Source:** 89 FR 30136, Apr. 22, 2024, unless otherwise noted.

## 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, 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 § 200.323.

(K) See § 200.216.

(L) See § 200.322.

*[78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75888, Dec. 19, 2014; 85 FR 49577, Aug. 13, 2020]*

# EXHIBIT "3"

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the City under the Federal award must contain provisions covering the following, as applicable and as required by 2 C.F.R. 200.327:

(a) Remedies. The administrative, contractual, and legal remedies in instances where the Contractor violates or breaches the terms and conditions contained herein shall be in accordance with Paragraph 8 of the Contract.

(b) Termination for Cause. Termination for cause, including how it will be carried out and basis of settlement, shall be in accordance with Paragraph 8 of the Contract.

(b) Termination for Convenience. Termination for convenience by the City, including how it will be carried out and the basis for settlement shall be in accordance with Paragraph 6 of the Contract.

(c) Termination for Non-Appropriation of Funds.

(i) If funds are not appropriated for any succeeding fiscal years subsequent to the one in which this contract is entered into, for the purpose of this Contract, then the City may terminate this Contract upon thirty (30) days prior written notice to the Contractor. Should termination be accomplished in accordance with this Section, the City shall be liable only for payments due through the date of termination.

(ii) The City agrees that should it terminate in accordance with this Section, it shall not obtain services which are substantially equal to or similar to those for which this contract was entered into. This provision shall survive any termination of the Contract.

(d) Equal Employment Opportunity: During the performance of this Contract, the Contractor agrees as follows:

(1) Standard. Except as otherwise provided under 41 C.F.R. Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. § 60- 1.4(b), in accordance with Executive Order 11246**,** *Equal Employment Opportunity* (30 Fed. Reg. 12319, 12935, 3 C.F.R. 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 C.F.R. Part 60 (Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor). See 2 C.F.R. Part 200, Appendix II(C).

(2) Key Definitions.

i. Federally Assisted Construction Contract. The regulation at 41 C.F.R. § 60-1.3 defines a "federally assisted construction contract" as any agreement or modification thereof between any applicant and a person for construction work which is paid for in whole or in part with funds obtained from the Government or borrowed on the credit of the Government pursuant to any Federal program involving a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, or any application or modification thereof approved by the Government for a grant, contract, loan, insurance, or guarantee under which the applicant itself participates in the construction work.

ii. Construction Work. The regulation at 41 C.F.R. § 60-1.3 defines “construction work” as the construction, rehabilitation, alteration, conversion, extension, demolition or repair of buildings, highways, or other changes or improvements to real property, including facilities providing utility services. The term also includes supervision, inspection, and other onsite functions incidental to the actual construction.

(3) Pursuant to 41 C.F.R. Part 60-1.4(b), the Contractor agrees to comply with the following:

i. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

   Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

ii. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

iii. The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

iv. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

v. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

vi. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

vii. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

viii. The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

> The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

(e) Davis-Bacon Act: **If applicable to this Contract**, the Contractor agrees to comply with all provisions of the Davis Bacon Act as amended (40 U.S.C. 3141- 3144, and 3146-3148) and the requirements of 29C.F.R. pt. 5 as may be applicable. Contractor is 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, Contractor must be required to pay wages not less than once a week. This Contract is conditioned upon the acceptance of the Department of Labor Wage Determination. **The Davis-Bacon Act only applies to the Emergency Management Preparedness Grant Program, Homeland Security Grant Program, Nonprofit Security Grant Program, Tribal Homeland Security Grant Program, Port Security Grant Program, and Transit Security Grant Program. It DOES NOT apply to other FEMA grant and cooperative agreement programs, including the Public Assistance Program.** In situations where the Davis-Bacon Act does not apply, neither does the Copeland "Anti-Kickback" Act.

When required by the federal program legislation, prime construction contracts over $2,000 awarded by the City require the Contractor to comply with the following provisions from 29 C.F.R. § 5.5(a)(1)-(10), and Contractor must include these provisions in full in any subcontracts:

> 29 C.F.R. § 5.5 Contract provisions and related matters.
> (a) The Agency head shall cause or require the contracting officer to insert in full in any contract in excess of $2,000 which is entered into for the actual construction, alteration and/or repair, including painting and decorating, of a public building or public work, or building or work financed in whole or in part from Federal funds or in accordance with guarantees of a Federal agency or financed from funds obtained by pledge of any contract of a Federal agency to make a loan, grant or annual contribution (except where a different meaning is expressly indicated), and which is subject to the labor standards provisions of any of the acts listed in § 5.1, the following clauses (or any modifications thereof to meet the particular needs of the agency, *Provided*, That such modifications are first approved by the Department of Labor):
> (1) Minimum wages.

(i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the Contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis–Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in § 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein:

*Provided*, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a)(1)(ii) of this section) and the Davis–Bacon poster (WH–1321) shall be posted at all times by the Contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii)

(A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, U.S.

Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30–day period that additional time is necessary.

(C) In the event the Contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30–day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii)(B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the Contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the Contractor does not make payments to a trustee or other third person, the Contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *Provided*, That the Secretary of Labor has found, upon the written request of the Contractor, that the applicable standards of the Davis–Bacon Act have been met. The Secretary of Labor may require the Contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(2) Withholding.

The (write in name of Federal Agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the Contractor under this contract or any other Federal contract with the same prime Contractor, or any other federally-assisted contract subject to Davis–Bacon prevailing wage requirements, which is held by the same prime Contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the Contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, the (Agency) may, after written notice to the Contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(3) Payrolls and basic records.

(i) Payrolls and basic records relating thereto shall be maintained by the Contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis–Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a) (1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis–Bacon Act, the Contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.
(ii)
(A) The Contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the (write in name of appropriate federal agency) if the agency is a party to the contract, but if the agency is not such a party, the Contractor will submit the payrolls to the applicant, sponsor, or owner, as the case may be, for transmission to the (write in name of agency). The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH–347 is available for this purpose from the Wage and Hour Division Web site at http://www.dol.gov/esa/whd/forms/wh347instr.htm or its successor site. The prime Contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the (write in name of appropriate federal agency) if the agency is a party to the contract, but if the agency is not such a party, the Contractor will submit them to the applicant, sponsor, or owner, as the case may be, for transmission to the (write in name of agency), the Contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime Contractor to require a subcontractor to provide addresses and social security numbers to the prime Contractor for its own records, without weekly

submission to the sponsoring government agency (or the applicant, sponsor, or owner).
(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the Contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:
(1) That the payroll for the payroll period contains the information required to be provided under § 5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under § 5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;
(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;
(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or
cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.
(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH– 347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii) (B) of this section.
(D) The falsification of any of the above certifications may subject the Contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.
(iii) The Contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the (write the name of the agency) or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the Contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the Contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(4) Apprentices and trainees.
(i) Apprentices.
Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who

has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the Contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a Contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the Contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the Contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees.

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the

Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the Contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity.

The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

(5) Compliance with Copeland Act requirements.

The Contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

(6) Subcontracts.

The Contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a) (1) through (10) and such other clauses as the (write in the name of the Federal agency) may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

(7) Contract termination: debarment.

A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a Contractor and a subcontractor as provided in 29 CFR 5.12.

(8) Compliance with Davis–Bacon and Related Act requirements.

All rulings and interpretations of the Davis–Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

(9) Disputes concerning labor standards.

Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the Contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

(10) Certification of eligibility.

(i) By entering into this contract, the Contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the Contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis–Bacon Act or 29 CFR 5.12(a)(1)."

(e) Copeland Anti Kick Back Act: Compliance with the Copeland "Anti-Kickback" Act. This requirement applies to all contracts for construction or repair work above $2,000 in situations where the Davis-Bacon Act also applies**. It DOES NOT apply to the FEMA Public Assistance Program.**

(i) Contractor. The Contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. Part 3 as may be applicable, which are incorporated by reference into this contract.

(ii) Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clause above, and also a clause requiring the subcontractors to include the clause in any lower tier subcontracts. The prime Contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor the contract clause.

(iii) Breach. A breach of the Contract clauses above may be grounds for termination of the Contract, and for debarment as a Contractor and subcontractor as provided in 29 C.F.R. § 5.12.

(f) Contract Work Hours and Safety Standards Act:

**For all contracts over $100,000** that involve the employment of mechanics, laborers, and construction work:

(i) Compliance with the Contract Work Hours and Safety Standards Act. If applicable per the standard described above, Contractor shall comply with the following provisions from 29 C.F.R. § 5.5(b)(1)-(4), hereinbelow, and furthermore, Contractor shall include these provisions, in full, into any subcontracts.

(1) *Overtime requirements.* No Contractor or subcontractor contracting for any part of the Contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) *Violation; liability for unpaid wages; liquidated damages.* In the event of any violation of the clause set forth in paragraph (1) of this section the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of $27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

(3) *Withholding for unpaid wages and liquidated damages.* The City shall upon its own action or upon written request of an authorized representative of the

Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any other federal contract with the same prime Contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

(4) *Subcontracts.* The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

(ii) Further Compliance with the Contract Work Hours and Safety Standards Act.

In addition to the clauses contained in subparagraphs (i)(1) thru (4), hereinabove, in any applicable contract subject only to the *Contract Work Hours and Safety Standards Act* and not to any of the other statutes cited in 29 C.F.R. § 5.1, the Contractor shall comply with the following provisions and insert the same in any applicable contracts with subcontractors:

(1) The Contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the Contract for all laborers and mechanics, including guards and watchmen, working on the Contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid.

(2) Records to be maintained under this provision shall be made available by the Contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the Department of Homeland Security, the Federal Emergency Management Agency, and the Department of Labor, and the Contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

(g) Rights to Inventions Made Under a Contract or Agreement.

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. **This requirement applies**

**to "funding agreements," but it DOES NOT apply to the Public Assistance, Hazard Mitigation Grant Program, Fire Management Assistance Grant Program, Crisis Counseling Assistance and Training Grant Program, Disaster Case Management Grant Program, and Federal Assistance to Individuals and Households – Other Needs Assistance Grant Program, as FEMA awards under these programs do not meet the definition of "funding agreement."**

(h) Clean Air Act (42 U.S.C. 7401–7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251– 1387) as amended.

For contracts exceeding $150,000.00, the following provisions apply:

**Clean Air Act**

(1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

(2) The Contractor agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the Federal awarding agency and the Regional Office of the Environmental Protection Agency.

(3) The Contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with federal assistance provided by Federal Awarding Agency.

**Federal Water Pollution Control Act**

(1) The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 et seq.

(2) The Contractor agrees to report each violation as required to assure notification to the Federal Awarding Agency, and the appropriate Environmental Protection Agency Regional Office.

(3) The Contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with federal assistance provided by Federal Awarding Agency.

(i) Suspension and Debarment. Federal regulations restrict the City from contracting with parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs and activities, where the contract is funded in whole or in part with federal funds. Accordingly, a contract or subcontract must not be made with any parties listed on the SAM Exclusions list. SAM Exclusions is the list maintained by the General Services Administration that contains the name of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under certain statutory or regulatory authority. Contractor can verify its status and the status of its principals, affiliates, and subcontractors at www.SAM.gov.

(1) This Contract is a covered transaction for purposes of 2 C.F.R. Part 180 and 2 C.F.R. Part 3000. As such, the Contractor is required to verify that none of the Contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) The Contractor must comply with 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3) This certification, included in the solicitation referenced hereinabove and made a part

hereof by this reference, is a material representation of fact relied upon by City. If it is later determined that the Contractor did not comply with 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C, in addition to remedies available to City, the federal government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The Contractor agrees to comply with the requirements of 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The Contractor further agrees to include a provision requiring such compliance in its lower-tier covered transactions.

(j) Byrd Anti-Lobbying Amendment 31 U.S.C. § 1352 (as amended): Contractors who apply or bid for an award of more than $100,000 shall file the required certification. Each tier certifies to the tier above that it will not and has not used federally 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 shall 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 recipient who in turn will forward the certification(s) to the federal awarding agency.

**Required Certification:** If applicable, the Contractor must sign and submit with this Agreement the following certification, *APPENDIX A, 44 C.F.R. PART 18 – Certification Regarding Lobbying*, included in the solicitation and made a part hereof by reference.

(k) Procurement of Recovered Materials: Requirements: The requirements of Section 6002 include procuring only items designated in guidelines of the EPA at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired by the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

(1) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired.
   (i) Competitively within a timeframe providing for compliance with the contract performance schedule;
   (ii) Meeting contract performance requirements; or
   (iii) At a reasonable price.

(2) Information about this requirement, along with the list of EPA- designated items, is available at EPA's Comprehensive Procurement Guidelines website, https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program.

(3) The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

(l) Prohibition on Contracting for Covered Telecommunications Equipment or Services.

If applicable to the Federal awarding agency requirements:

(1) *Definitions.* As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim), as used in this clause.

(2) *Prohibitions.*

(i) Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug.13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.

(ii) Unless an exception in paragraph (iii) of this clause applies, the Contractor and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:

a. Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

b. Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

c. Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or

d Provide, as part of its performance of this Contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

*(3) Exceptions.*

(i) This clause does not prohibit Contractors from providing—

a. A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

b. Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(ii) By necessary implication and regulation, the prohibitions also do not apply to:

a. Covered telecommunications equipment or services that:

1. Are *not used* as a substantial or essential component of any system; *and*

2. Are *not used* as critical technology of any system.

b. Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

(4) *Reporting requirement*.

(i) In the event the Contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the Contractor is notified of such by a subcontractor at any tier or by any other source, the Contractor shall report the information in paragraph (iv)(2) of this clause to the recipient or subrecipient, unless elsewhere in this Contract are established procedures for reporting the information.

(ii) The Contractor shall report the following information pursuant to paragraph (iv)(1) of this clause:

a. Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

b. Within 10 business days of submitting the information in paragraph (iv)(2)(a) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the Contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(5) *Subcontracts.* The Contractor shall insert the substance of this clause, including this paragraph (5), in all subcontracts and other contractual instruments.

(m) Domestic Preference for Procurements. As appropriate, and to the extent consistent with law, the Contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products. For purposes of this clause:

*Produced in the United States* means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

*Manufactured products* mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

(n) Access to Records and Reports:

(1) The Contractor agrees to provide City, any pass-through entity, the State of Florida and the Recipient (if applicable), the Federal Awarding Agency Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this Contract for the purposes of making audits, examinations, excerpts, and transcriptions.

(2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(3) The Contractor agrees to provide the Federal Awarding Agency Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

(4) In compliance with the Disaster Recovery Act of 2018, the Federal Awarding Agency Administrator or his authorized representatives and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

(o) Changes. To be allowable under the Federal agency award or cooperative agreement award, the cost of any contract change, modification, amendment, addendum, change order, or constructive change must be necessary, allocable, within the scope of the grant or cooperative agreement, reasonable for the scope of work, and otherwise allowable. This Contract addresses any potential requests for modifications or changes to the Contract terms as contained therein.

(p) Federal Awarding Agency Seal, LOGO, and Flags. The Contractor shall not use the Federal Awarding Agency seal(s), logos, crests, or reproductions of flags or likenesses of said agency officials without specific agency pre-approval. The Contractor shall include in this provision in any subcontracts.

(q) Compliance with Federal Laws, Regulations and Executive Orders and Acknowledgement of Federal Funding. This is an acknowledgment that Federal Award financial assistance will be used to fund all or a portion of the Contract. The Contractor will comply with all applicable federal law, regulations, and Executive Orders, Federal Awarding Agency policies, procedures, and directives. The Contractor shall comply with all uniform administrative requirements, cost principles, and audit requirements for federal awards. Contractor shall ensure that all subcontracts comply with the same.

(r) No Obligation by Federal Government. The Federal Government is not a party to this Contract and is not subject to any obligations or liabilities to the City, Contractor, or any other party pertaining to any matter resulting from the Contract.

(s) Program Fraud and False or Fraudulent or Related Acts. The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractors' actions pertaining to this Contract.

(t) Affirmative Socioeconomic Steps. If subcontracts are to be let, the prime Contractor is required to take all necessary steps identified in 2 C.F.R. § 200.321(b)(1)-(5) to ensure that small and minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

(u) Copyright and Data Rights. License and Delivery of Works Subject to Copyright and Data Rights. The Contractor grants to the City, a paid-up, royalty-free, nonexclusive, irrevocable, worldwide license

in data first produced in the performance of this Contract to reproduce, publish, or otherwise use, including prepare derivative works, distribute copies to the public, and perform publicly and display publicly such data. For data required by the contract but not first produced in the performance of this Contract, the Contractor will identify such data and grant to the City or acquires on its behalf a license of the same scope as for data first produced in the performance of this Contract. Data, as used herein, shall include any work subject to copyright under 17 U.S.C. § 102, for example, any written reports or literary works, software and/or source code, music, choreography, pictures or images, graphics, sculptures, videos, motion pictures or other audiovisual works, sound and/or video recordings, and architectural works. Upon or before the completion of this Contract, the Contractor will deliver to the City data first produced in the performance of this contract and data required by the contract but not first produced in the performance of this contract in formats acceptable by the City.

(v) Drug Free Workplace Requirements: Drug-free workplace requirements in accordance with Drug Free Workplace Act of 1988 (Pub l 100-690, Title V, Subtitle D). All Contractors entering into Federal funded contracts over $100,000 must comply with Federal Drug Free workplace requirements as Drug-Free Workplace Act of 1988. The Contractor shall comply with this requirement.

(w) Mandatory Disclosures: The Contractor must disclose in writing all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award.

(x) Record Retention: Contractor will retain all required records pertinent to this contract for a period of five years pursuant to 2 C.F.R. §200.334 and retained in compliance with 2 C.F.R. §200.334. This provision is supplemental to other provisions in this Agreement.

(y) Federal Changes: Contractor shall comply with all applicable Federal agency regulations, policies, procedures, and directives, including without limitation those listed directly or by reference, as they may be amended or promulgated from time to time during the term of the Contract.

(z) Safeguarding Personal Identifiable Information: Contractor will take reasonable measures to safeguard protected personally identifiable information and other information designated as sensitive by the awarding agency or is considered sensitive consistent with applicable Federal, State and/or local laws regarding privacy and obligations of confidentiality.

(aa) Build America, Buy America Act. If applicable to this Contract, the Contractor shall comply with Build America, Buy America Act ("BABAA"), as part of the Infrastructure Investment and Jobs Act ("IIJA") (Pub. L. 117-58) and BABA provisions of the Act, 41 U.S.C. 8301, unless covered by a waiver.

Contractors and their subcontractors who apply or bid for an award for an infrastructure project subject to the domestic preference requirement in the BABAA shall file the required certification to the non-federal entity with each bid or offer for an infrastructure project, unless a domestic preference requirement is waived by Federal Awarding Agency.

Contractors and subcontractors certify that no federal financial assistance funding for infrastructure projects will be provided unless all the iron, steel, manufactured projects, and construction materials used in the project are produced in the United States. BABAA, Pub. L. No. 117-58, §§ 70901-52. Contractors and subcontractors shall also disclose any use of federal financial assistance for infrastructure projects that do not ensure compliance with BABAA domestic preference requirement. Such disclosures shall be forwarded to the grant recipient who in turn will forward the disclosures to Federal Awarding Agency, the federal awarding agency; subrecipients will forward disclosures to the pass-through entity, who will in turn forward the disclosures to Federal Awarding Agency.

**Required Certification:** If applicable to this Contract, for Federal financial assistance programs subject to BABAA Contractor and subcontractors must sign and submit a compliance certification to the next tier (e.g., subcontractors submit to the Contractor; Contractor submits to the City).




***End of Solicitation Documents***

**(ATTACHMENT 1) SCHEDULE OF UNIT PRICING**

**CITY OF PORT ORANGE**

**ITB #26-01**

**DEMOLITION CONTRACTOR SERVICES FOR FEDERALLY FUNDED PROJECTS**

**Completed (Attachment 1) Schedule of Unit Pricing MUST be included with Bid Submission**

Instruction to save Attachment from DemandStar website:
Perform "File Save As" and save spreadsheet to your computer. Fill in pricing in highlighted cells, preferably electronically.

**Bidders are required to complete all fields shaded in green. All other fields will be automatically calculated.**

**(ATTACHMENT 1) SCHEDULE OF UNIT PRICING MUST BE SIGNED**

| | |
|---|---|
| NAME OF BUSINESS: | |
| CONTACT PERSON: | |
| EMAIL ADDRESS: | |
| AUTHORIZED SIGNATURE: | |

**ALL UNIT PRICING MUST BE IN ACCORDANCE WITH SPECIFICATIONS**

| ITEM # | ITEM DESCRIPTION | QTY | UNIT of MEASURE | UNIT PRICE | EXTENDED PRICE |
|---|---|---|---|---|---|
| 1 | DEMOLISH WOOD FRAME STRUCTURE - AS OUTLINED IN THE SCOPE OF WORK IN THE ITB | 1 | SQUARE FOOT | $ - | $ - |
| 2 | DEMOLISH CONCRETE BLOCK STRUCTURE - AS OUTLINED IN THE SCOPE OF WORK IN THE ITB | 1 | SQUARE FOOT | $ - | $ - |
| 3 | ASBESTOS SURVEY | 1 | LUMP SUM | | $ - |
| 4 | ASBESTOS ABATEMENT | 1 | SQUARE FOOT | $ - | $ - |
| 5 | INSTALLATION OF SILT FENCE | 1 | LINEAR FOOT | $ - | $ - |
| 6 | CONCRETE AND/OR ASPHALT FLATWORK (SLABS, FOOTERS, FOUNDATIONS, DRIVEWAY, WALKWAYS, ETC.) | 1 | CUBIC YARD | $ - | $ - |
| 7 | DEMOLISH ADDITIONAL STRUCTURES (SHEDS, DETACHED GARAGES, OUTBUILDINGS, OUTSIDE FIRE P | 1 | SQUARE FOOT | $ - | $ - |
| 8 | SEPTIC TANK AND APPURTENANCES REMOVAL | 1 | LUMP SUM | | $ - |
| 9 | SWIMMING POOL REMOVAL | 1 | LUMP SUM | | |
| 10 | WELLS ON SITE - GROUTED (UNUSABLE) | 1 | LUMP SUM | | $ - |
| 11 | LOADING, TRANSPORTING, AND DISPOSING OF DEMOLITION DEBRIS AT AN APPROVED LANDFILL (TONNAGE BASED ON INDIVIDUAL WEIGHT TICKETS FROM DISPOSAL SITE) | 1 | TON | $ - | $ - |
| | | 1 | CUBIC YARD | $ - | $ - |
| 12 | RESTORATION OF NATURAL GROUND AFTER REMOVAL OF ALL DEBRIS, APPURTENANCES, AND FOUNDATION. RESTORATION SHALL INCLUDE GRADE, FURNISH AND INSTALL RYE AND BAHIA SEED OR ANY SEASONAL MIX | 1 | SQUARE FOOT | $ - | $ - |
| 13 | FILL | 1 | CUBIC YARD | $ - | $ - |
| 14 | RAILROAD-TIE BRIDGE REMOVAL (SEE EXAMPLE IMAGE NEXT PAGE) | 1 | LUMP SUM | | $ - |
| | | | | TOTAL | |

** SEE BELOW**

** NOTE:

**The evaluation of submittal packages shall include all prices stated in the BID FORM above. However, to evaluate the prices bid for items without an estimated quantity the City will utilize evaluation scenarios stated below. These evalution scenarios shall be added to the total prices bid. Purchasing will input the prices bid by each Bidder to determine the total price for each scenario. The evaluation scenarios to be used for evaluation purposes only are:**

**(1) SCENARIO #1**

**Demolish Wood Frame structure - 2,000 sq ft**
**Removal of all concrete flatwork - 100 cu yd**
**Silt fence installation - 600 LF**
**Loading, Transporting and Disposing - 2 Tons**
**Restore to natural grade with and seed (Rye/Bahia or seasonal mix) - 5,000 sq ft**

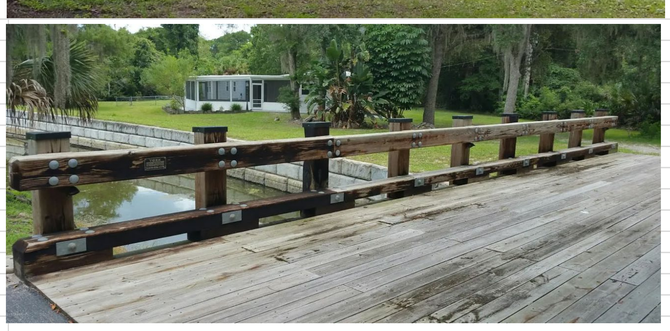
**(2) SCENARIO #2**

**Demolish Concrete Block structure - 2,000 sq ft**
**Removal of all concrete flatwork - 100 cu yd**
**Silt fence installation - 600 LF**
**Loading, Transporting and Disposing - 2 Tons**
**Restore to natural grade and seed (Rye/Bahia or seasonal mix) - 5,000 sq ft**

| SCENARIOS | TOTAL COST |
|---|---|
| 1 - WOOD FRAME STRUCTURE | $ - |
| 2 - CONCRETE BLOCK STRUCTURE | $ - |







# ITB 26-01 - DEMOLITION SERVICES FOR FEDERALLY FUNDED PROJECTS
# REVISED Attachment No. 2 Scope of Work

**SECTION 3 – SCOPE OF WORK AND TECHNICAL REQUIREMENTS**

## 1. GENERAL DESCRIPTION AND PROJECT BACKGROUND

The City is soliciting a demolition contractor to demolish various properties undergoing mitigation due to flooding. These projects may utilize federal, state and local funding. Federal funding typically comes from U.S Housing and Urban Development (HUD) Community Development Block Grant (CDBG) Entitlement and/or Disaster Recovery (DR) and the Department of Homeland Security (DHS) Federal Emergency Management Agency (FEMA). When federal funds are utilized all applicable federal rules and regulations must be followed.

All demolitions must be in compliance with the local building codes. When utilizing FEMA funds all demolitions must occur within ninety (90) days or less, following the acquisition of the property.

Demolition services consist of the complete demolition, removal, and disposal of all buildings, building components, and appurtenances, which shall include, but not be limited to: single- family homes, multi-family units, accessory structures, pools, septic systems, railroad-tie bridges, and commercial buildings, which may or may not contain asbestos and/or lead based paint.

The awarded firm(s) will be required to comply with the federal laws and regulations for federal grant programs and, therefore, bidders should review the federal contract provisions referenced and contained in Attachment No. 3 FEMA Compliance Regulations.

The City makes no covenant or promise as to the number of available projects or that the Contractor will perform any project for the City during the life of the contract. The Contract does not authorize the performance of any work or require that the City place orders for work. The City will issue a Notice to Proceed (NTP) to authorize the commencement of work. Contractor shall perform its obligations under the contract documents on the date indicated on the Notice to Proceed. No work shall be performed at the site prior to such date without City's written permission.

## 2. QUALIFICATIONS

Contractors shall be licensed by the State of Florida Department of Business and Professional Regulation as a General, Building, Residential or Demolition Contractor. Contractors may bid on all work they are licensed to complete. Contractors may also use licensed sub-contractors for any portion of the work. If using sub-contractors, submit proof of proper licenses with quotes. The Contractor shall comply with all Federal, State, County, and local regulations in demolition(s) and disposal, including the proper removal and disposal of materials containing lead paint or asbestos.

## C. SCOPE OF WORK

The scope of work includes, but is not limited to asbestos and lead-based paint survey and abatement (as applicable), demolition of the structure and any outbuildings located on the property and removal and disposal of concrete pads, slabs, sidewalk and driveways, swimming pools, septic systems, railroad-tie bridges, fencing, mailboxes, signs, poles, porches, trash, waste, rubbish, rocks, debris, etc. The finished surface shall be reasonably smooth, compacted and free from irregular surface changes. All disturbed land shall be stabilized.

Structures shall be defined as but not be limited to: buildings (single story and/or multiple story), sheds, outbuildings, fences, swimming pools, septic systems, decks, concrete, or other obstructions. Structures shall be completely demolished and cleared from the property. All sheds, porches, roofed areas, and other appurtenances, which are attached to the building, shall be considered a part of the building and shall be demolished and removed with the building. Steps, chimneys, column footings, other footings, foundation slabs, basements, or other foundation components shall be required to be removed as such structures are part of the scope of work.

Demolition will include the cost of "final disposal" of debris in a manner that complies with all local, state, and federal guidelines, and codes. Concrete pads, slabs or driveways will be removed and disposed of properly.

The Contractor shall perform a pre-construction inspection of the work area(s) prior to the commencement of work.

The Contractor shall maintain a record (photographs, video or other documentation) of existing work area conditions, including right-of-way improvements such as street sidewalk, streetside appurtenances, or drainage structures or swales. A third-party consultant and the City's Project Manager will conduct project inspections in addition to required building permit inspections.

In addition to the general requirements, the following conditions shall also be required:

1. The pricing will be based on the square footage of the structure. Should the structure be two (2) stories, the square footage will be the total of all floors.

2. The Contractor shall be responsible for the complete permit process and be responsible for all costs associated with the permit process which shall include federal, state, and local requirements. City demolition permits will be expedited, and demolition permit fees waived.

3. The Contractor is responsible for demolishing the specific structures (wood frame or block) and removing the resulting debris, as well as any associated outbuildings on the properties. Where work is adjacent to the street, the Contractor shall conduct the work in a manner that will avoid the accumulation of debris from its operations on the traffic areas of the adjacent streets or roadways. Contractor shall continuously remove such

accumulations and where necessary broom or wet down traffic areas to prevent dust.

4. All demolition debris shall become the property of the Contractor. It shall be the Contractor's responsibility to remove and dispose of, from the site, all materials in accordance with federal, state, and local guidelines, ordinances, and codes.

5. The Contractor is responsible for collecting and transporting debris. All truck hauling must comply with Florida State Department of Transportation regulations. After being loaded in the work area, trucks shall have their loads trimmed so that no debris extends horizontally beyond the bed in any direction.

6. The Contractor is responsible for loading, transporting and disposal or recycling of all demolition, vegetative and other debris to a legal landfill or disposal site. It is desirable that recycled materials be salvaged by the Contractor. Recycling of any property shall be the privilege of the Contractor. No person or persons other than the Contractor may salvage any property while demolition is in process. The Contractor shall assume any and all liability for persons and property directly on the demolition site during the hours in which active demolition is taking place.

7. The Contractor is responsible for timely removal, transportation and disposal of all debris including concrete slabs and appurtenances, as a result of the demolition services.

8. No building or portion of a building shall be removed intact for any use or purpose.

9. The Contractor shall remove all HVAC units following EPA guidelines for the proper disposal of refrigerants.

10. Depending on the project, Contractor may be required to fill and grade the property. The Contractor shall completely remove below-grade construction, including foundation walls, footings, driveways, and walkways. The Contractor will be responsible for filling and finish grading of the site to prevent standing water in the demolition area. Below-grade areas and voids resulting from demolition of the structure shall be filled with selected back-fill and restored to grade level. The lot shall be cleaned, smoothed, and seeded in a professional manner. Seed and straw all back-fill areas utilizing a mixture of Rye and Bahia or an appropriate seasonal mix of grass seed.

11. The Contractor shall contact an underground utilities locator, at its expense, prior to commencing any demolition services. The Contractor shall be responsible for coordinating the disconnection of utilities servicing the designated structure(s) for demolition. Any existing or abandoned utilities (water and sewer lines) on the site shall be removed and capped to the limits of the site. These service lines shall be fully removed to the maximum extent possible.

12. As applicable, remove all septic tanks and appurtenances from the site per Volusia County Department of Health requirements.

13. As applicable, all wells (irrigation, etc.) should be grouted and deemed unusable.

14. Swimming pools shall be drained, demolished and removed completely. The Contractor shall ensure that no rubble is buried on site.

15. Resolving any interior hoarding shall be the Contractor's responsibility.

16. All relevant street sidewalks and streetside appurtenances including fire hydrants and street signs shall be left undamaged during demolition and debris removal. Damaged, disconnected and/or out-of-place street sidewalks or streetside appurtenance, such as fire hydrants, manhole covers and street signs shall not be collected, unless otherwise directed by the City. Locations of previously damaged appurtenance shall be reported to the City prior to beginning work.

17. Hazardous or toxic waste must be disposed of in accordance with federal and state laws and local ordinances. The Contractor must notify the City immediately of any situation which may cause a health or safety risk to the public.

18. The use of burning at the project site for the disposal of refuse and debris will not be permitted. The use of explosives will not be permitted.

19. Limit hours of operation to Monday through Friday during the hours of 7:00AM to 7:00PM. Special hours of operation outside the normal hours must be approved by the City. The Contractor shall make every effort to minimize noise caused by the operations. Equipment shall be equipped with silencers or mufflers designed to operate with the least possible noise in compliance with City, State and Federal Regulations.

20. The Contractor shall maintain and provide to the City, copies of all necessary Federal, State, and local licenses, certifications, and permits necessary to legally perform the requested services.

21. Tree clearance/removal is not a part of this project. All trees on site shall be protected to the maximum extent possible. If a tree or other large mature landscape materials must be removed in order for the Contractor to proceed or complete the demolition process, the Contractor must gain City's approval prior to cutting the tree. All costs associated with the tree removal will be the sole responsibility of the Contractor. Normal landscaping associated with the residential structure shall be removed with the structure.

22. The Contractor shall, at all times, conduct the work in such a manner as to ensure the least practicable obstruction to public travel. The convenience of the general public and of the residents along and adjacent to the area of the work shall be provided for in a

satisfactory manner, consistent with the operation and local conditions. Roads and streets must be kept open at all times, or suitable detours provided. When necessary to close streets, “Streets Closed” signs shall be placed immediately adjacent to the work, at such locations as traffic demands, and the Contractor shall notify the City, law enforcement agencies, fire departments, and parties operating emergency vehicles before the street is closed and again as soon as it is opened. Access to fire hydrants and other fire extinguishing equipment shall be provided and maintained at all times.

23. The Contractor shall be responsible for removing and disposing of any obstructions or obstacles at the site of the work or along the right-of-way to the satisfaction of the City. The Contractor is responsible for damages and repairs to private and public property. Minor obstructions shall be removed and properly disposed of.

24. Fences at the site or along the right-of-way shall be removed by the Contractor.

25. Particular attention must be given to traffic safety. While it is incumbent upon the Contractor to provide for safety of Contractor personnel and the general public, particular attention to safety, traffic flow, proper warning signs and direction shall be insisted upon throughout the duration of the work. Competent trained signal people shall be employed and utilized as required to allow safe vehicular traffic movement through the project area at any time there is a potential traffic hazard directly or indirectly from work operations. Although the nature of the project may require that traffic be halted for temporary periods, vehicular accessibility for the public shall be maintained at all times. The Contractor shall provide and be responsible for all barricades, warning light signs, signals, flagmen and all else required to allow safe vehicular movement in the vicinity of the demolition area.

26. No roadway or street will be permitted to have more than one (1) lane of traffic closed at any time.

27. The Contractor shall confine demolition operations to the immediate vicinity of the location and in no case shall Contractor encroach beyond the limits of the City’s property or rights-of-way. Contractor shall place materials, equipment, supplies, etc., so as to cause the least possible damage to property and interference with traffic. Should the Contractor need to locate materials, equipment, etc. on private property, the Contractor shall provide a permission letter from the private property owner to the City prior to commencing work.

28. It will be the duty of the Contractor to locate the limits of the rights-of-way, or property lines, prior to beginning demolition. Contractor shall be solely responsible for damage of other property outside the boundaries of the rights-of-way and City owned property and shall make satisfactory settlement for any damage directly with the property owner involved.

29. The Contractor shall maintain safe conditions at all times. Should the City consider the operations unsafe, the operations shall be suspended until the Contractor has corrected all unsafe conditions to the satisfaction of the City.

30. The Contractor shall conduct operations to minimize damage by falling debris or other causes to adjacent buildings, structures, utilities, roadways, storm drainage and other facilities including persons, as approved by the City. The Contractor shall provide interior and exterior shoring, bracing, or support to prevent the movement, settlement, or collapse of structure to be demolished.

31. The Contractor shall provide protection from turbidity runoff at all times by utilizing silt fences, and/or turbidity curtains, or any other approved method to control runoff. The City will monitor this activity closely and the Contractor shall be responsible for any violations.

32. The Contractor is responsible for repair/replacement of any damaged City's sidewalks caused by the Contractor's operations at their expense. The Contractor shall assume full responsibility for the protection of all utilities, private or public, including poles, signs, services to buildings, utilities in the street, gas pipes, water pipes, hydrants, sewers, storm drains, electric and telephone cables. The Contractor shall carefully support and protect all such structures and utilities from injury of any kind. The Contractor, at their expense, shall repair any damage resulting from the Contractor's operations.

33. The Contractor shall remove all excess material and shall clean up and restore the site. All damage, as a result of the work under this proposal, done to existing structures that are not part of the proposal, pavement, driveways, paved areas, curbs and gutters, sidewalks, shrubbery, grass, trees, utility poles, utility pipelines, conduits, drains, catch basins, flagstones, rocks, gravel or stable areas or driveways and including all obstructions not specifically named herein, shall be repaired.

34. Immediately after completion of the work, or any substantial unit or portion of it, the Contractor shall remove all unused material, refuse, and dirt placed by him/her in the vicinity of the work and shall leave the premises in a neat and orderly condition, satisfactory to the City.

35. Upon completion of the work and before acceptance of the Final payment for each property by the City, the contractor shall remove all surplus and discarded materials and excavated material and rubbish from the roadways, sidewalks, parking areas, lawns and all adjacent property; shall restore, in an acceptable manner, all property, both public and private, which has been disturbed or damaged during the prosecution of the works; and shall leave the whole site in a neat and presentable condition.

36. All work shall conform to the standards established by applicable federal, state, and local laws, regulations, ordinances, and guidelines in such form in which they exist at the

time of the work on the contract and as may be required by subsequent regulations including, but not limited to the following:

- 2 CFR Part 200.317-327, Federal Procurement Standards,
- ANSI Z6.2-1676, Local Exhaust Ventilation Requirements,
- ASTM E 1368-60, Standard Practice for Visual Inspection of Asbestos Abatement Projects,
- ANSI Z288.2-8 Practices for Respiratory Protection,
- Code of Federal Regulations (CFR):
  26 CFR 1610, Occupational Safety and Health Standards;
  26 CFR 1626, Safety and Health Regulations for Construction;
  40 CFR 61, National Emission Standards for Hazardous Air Pollutants;
  40 CFR 763, Asbestos;
  26 CFR 1610.1025 Lead Standard for General Industry;
  40 CFR Part 745, Lead, Requirements for Lead-Based Paint Activities in Target Housing and Child Occupied Facilities;
  26 CFR 1626.62 Lead;
  40 CFR Part 261 United States Environmental Protection Agency Regulations Department of Housing and Urban Development;
  24 CFR Parts 35, 36, 37 HUD Lead-Based Paint Regulations;
  46 CFR 171, General Information, Regulations, and Definitions; and
  46 CFR 172, Hazardous Materials Table, Special Provisions, Hazardous Materials Communications, Emergency Response Information and Training Requirements.
- Environmental Protection Agency guidance document EPA 560/5-85-024,
- Guidance for Controlling Asbestos Containing Materials in Buildings
- Florida Statutes 466, Asbestos Abatement
- Florida Administrative Code (FAC):
  FAC Chapter 62-257, Asbestos Fee, and
  FAC Chapter 61E1-1, Asbestos Consultants/Contractors.
- National Institute For Occupational Safety And Health (NIOSH) 64-113, NIOSH Manual of Analytical Methods, and in particular Method 7400

## D. CONTRACTOR'S RESPONSIBILITIES

The Contractor shall be responsible for verifying unit quantities per project or per phase of each project. The Contractor shall be responsible for verifying the quantities and the removal of all materials identified in the project description, survey, plans, specifications, and other contract documents.

When asbestos removals are indicated, the requirement is to remove all Asbestos Containing Material (ACM) from the locations and systems noted in the project description, survey, plans, specifications, and other contract documents. The requirement shall also include incidental accessories that are a part of the system.

The Contractor shall be directly responsible for any and all work performed by their subcontractor.

The Contractor shall be responsible for obtaining any and all permits and licenses necessary to perform any/all work specified.

The Contractor shall act as the Owner's representative for purposes of preparing and submitting all required notifications, obtaining required permits, and paying all fees associated therein with the project.

When requested by the City, the Contractor shall maintain a current copy of one (1) or all of the following documents at a particular job site:

- Occupational Safety and Health Administration, Title 26, Code of Federal Regulations:
- Section 1610.1001 - Asbestos (AHERA Regulations included);
- Section 1610.134 - Respiratory Protection (including a copy of an approved written Respiratory Protection Plan);
- Section 1626.58 - Safety and Health Regulations for Construction;
- Section 1610.20 - Access to Employee Exposure and Medical Records;
- Section 1610.1200 - Hazard Communication;
- Section 1610 Subpart S - Electrical (with copy of SBBC approved Lock-out Tag-out procedures for electrical, mechanical, pneumatic and hydraulic systems); and
- Section 1610 Subpart D - Walking Working Surfaces.
- Environmental Protection Agency Title 40 CFR Part 61 NESHAP
  Subpart A - General Provisions;
  Subpart B - National Emission Standard for Asbestos; and
  Subpart M- National Emission Standard for Asbestos, Asbestos Stripping Work Practices and Disposal of Asbestos Waste.
- Florida Statutes
  Chapter 553 – Building Construction Standard;
  Chapter 255 – Asbestos Management Program; and
  Chapter 466 - Asbestos Contractor Licensing Requirements.

The Contractor shall be responsible for compliance of all relevant local, State, and Federal regulations including but not limited to the above-mentioned regulations. Where compliance with two (2) or more industry standards or sets of requirements is specified and overlapping if those different standards or requirements establish different or conflicting levels of quality, protection or service, the most stringent requirement is intended and shall be enforced. Except to the extent that more explicit or more stringent requirements are written directly into the contract documents, applicable standards of the construction industry have the same force and effect and are made part of the Contract documents.

The Contractor shall provide special on-site training on equipment and procedures unique to a

particular job or project location. Additionally, the Contractor shall provide a “site specific” safety plan with instructions to the nearest hospital and emergency phone numbers, etc.

The Contractor shall provide medical monitoring to all of his employees or agents that may be exposed to hazardous materials or substances in excess of background levels during any phase of a project. The Contractor shall assume full responsibility and liability for compliance with all applicable federal, state, and local regulations pertaining to the protection of workers, visitors to the site, and persons occupying areas adjacent to the site.

The Contractor shall be responsible for providing medical examinations and maintaining medical records of ACM and lead abatement personnel as required by the applicable federal, state, and local regulations.

The Contractor shall hold the City harmless for failure to comply with any applicable safety and health regulation on the part of himself, his employees, and/or subcontractors.

For each project the Contractor shall be responsible for determining the adequacy of available utilities on-site. Where utilities are not available or are inadequate at the job site, the Contractor shall provide at their own expense, all necessary temporary utilities required for the work specified.

If the structure qualifies, the Contractor shall submit written notification of demolition of regulated asbestos (DEP FORM 62-257.600(1)) at least ten (10) working days prior to the start of demolition activities, in accordance with FAC Chapter 62-257 via certified mail to:

Florida Department of Environmental Protection Air Program
3316 Maguire Blvd., Suite 232
Orlando, FL 32803-3767

During a project that is being performed by the Contractor, the Contractor shall be responsible for security, fire safety, damage to equipment, and other City property losses incurred by the Contractor and his labor force.

The Contractor shall be responsible for using engineering controls and work practice methods in accordance with 26 CFR 1626.

All work shall be supervised by an on-site competent person at all times that work is in progress.

The Contractor shall clean the work area at the end of each day's demolition activities. All visible debris shall be properly containerized prior to leaving the work area. The work area shall be secured after termination of the workday to prevent entry. The Contractor shall not be permitted to use City trash receptacles.

## E. ASBESTOS AND LEAD PAINT

1. In the event the Contractor encounters and/or disturbs any asbestos containing material at the project location, the Contractor must immediately stop work and contact the City to report the encounter and/or disturbance.

2. It shall be the responsibility of the Contractor to assume any costs associated with cleaning up a disturbance that is caused by the Contractor's work.

3. The Contractor or authorized agent shall hold harmless and defend the City and its agents and employees from all suits and actions, including attorney's fees and all costs of litigation and judgment of any name and description arising out of or incidental to the performance of the Contractor work performed thereunder. This provision shall also pertain to any claims brought against the City by any employee of the named Contractor, any subcontractor, or anyone directly or indirectly employed by any of them.

4. The Contractor shall comply with licensing, notification, and permitting requirements according to the Federal Environmental Protection Agency when asbestos or lead based paint are found in any structure.

5. The Contractor shall provide supervision for the securing, transportation, and disposal of any asbestos or lead paint debris or material in accordance with all Federal, State, and local rules and regulations.

6. The Contractor shall transport and dispose of asbestos waste in full compliance with 40 CFR 61, SUBPART A, 46 CFR 171 and 46 CFR 172.

This content is from the eCFR and is authoritative but unofficial.

# Title 2 —Federal Financial Assistance
## Subtitle A —Office of Management and Budget Guidance for Federal Financial Assistance
## Chapter II —Office of Management and Budget Guidance

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

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## Subpart A—Acronyms and Definitions

ACRONYMS

### § 200.0 Acronyms.

(a) CAS Cost Accounting Standards

(b) CFR Code of Federal Regulations

(c) F&A Facilities and Administration

(d) FAC Federal Audit Clearinghouse

(e) FAIN Federal Award Identification Number

(f) FAR Federal Acquisition Regulation

(g) FASB Financial Accounting Standards Board

(h) FFATA Federal Funding Accountability and Transparency Act of 2006 or Transparency Act, Public Law 109-282, as amended (See 31 U.S.C. 6101, statutory note)

(i) FOIA Freedom of Information Act

(j) FR Federal Register

(k) GAAP Generally Accepted Accounting Principles

(l) GAGAS Generally Accepted Government Auditing Standards

(m) GASB Government Accounting Standards Board

(n) GAO Government Accountability Office

(o) GSA General Services Administration

(p) IBS Institutional Base Salary

(q) IHE Institutions of Higher Education

(r) IRC Internal Revenue Code

(s) ISDEAA Indian Self-Determination and Education and Assistance Act

(t) MTC Modified Total Cost

(u) MTDC Modified Total Direct Cost

(v) NFE Non-Federal Entity

(w) NOFO Notice of Funding Opportunity

(x) OMB Office of Management and Budget

(y) PII Personally Identifiable Information

(z) PMS Payment Management System

(aa) SAM System for Award Management (*SAM.gov*)

(bb) UEI Unique Entity Identifier

(cc) U.S.C. United States Code

(dd) VAT Value Added Tax

## § 200.1 Definitions.

The following is a list of definitions of key terms frequently used in 2 CFR part 200. Definitions found in Federal statutes or regulations that apply to particular programs take precedence over the following definitions. However, where the following definitions implement specific statutory requirements that apply government-wide, such as the Single Audit Act, the following definitions take precedence over Federal regulations. For purposes of this part, the following definitions apply:

*Acquisition cost* means the (total) cost of the asset including the cost to ready the asset for its intended use. For example, acquisition cost for equipment means the net invoice price of the equipment, including the cost of any modifications, attachments, accessories, or auxiliary apparatus necessary to make it usable for the purpose for which it is acquired. Acquisition costs for software include those development costs capitalized in accordance with generally accepted accounting principles (GAAP). Ancillary charges such as taxes, duty, protective in transit insurance, freight, and installation may be included in or excluded from the acquisition cost in accordance with the recipient's or subrecipient's regular accounting practices.

*Advance payment* means a payment that a Federal agency or pass-through entity makes by any appropriate payment mechanism and payment method before the recipient or subrecipient disburses the funds for program purposes.

*Allocation* means the process of assigning a cost, or a group of costs, to one or more cost objective(s), in reasonable proportion to the benefit provided or other equitable relationship. The process may entail assigning a cost(s) directly to a final cost objective or through one or more intermediate cost objectives.

*Assistance Listings* refer to the publicly available listing of Federal assistance programs managed and administered by the General Services Administration (GSA) at *SAM.gov*.

*Assistance Listing number* means a unique number assigned to identify an Assistance Listing.

*Assistance Listing program title* means the title that corresponds to the Assistance Listing number.

*Audit finding* means deficiencies which the auditor is required to report in the schedule of findings and questioned costs. (See § 200.516(a))

*Auditee* means any non-Federal entity that must be audited under this part. (See § 200.501)

*Auditor* means an auditor who is a public accountant or a Federal, State, local government, or Indian Tribe audit organization that meets the general standards specified for external auditors in generally accepted government auditing standards (GAGAS). The term auditor does not include internal auditors of nonprofit organizations.

*Budget* means the financial plan for the Federal award that the Federal agency or pass-through entity approves during the Federal award process or in subsequent amendments to the Federal award. It may include the Federal and non-Federal share or only the Federal share, as determined by the Federal agency or pass-through entity.

*Budget period* means the time interval from the start date of a funded portion of an award to the end date of that funded portion, during which recipients and subrecipients are authorized to incur financial obligations of the funds awarded, including any funds carried forward or other revisions pursuant to § 200.308.

*Capital assets* means:

(1) Tangible or intangible assets used in operations having a useful life of more than one year which are capitalized in accordance with GAAP. Capital assets include:

(i) Land, buildings (facilities), equipment, and intellectual property (including software), whether acquired by purchase, construction, manufacture, exchange, or through a lease accounted for as financed purchase under Government Accounting Standards Board (GASB) standards or a finance lease under Financial Accounting Standards Board (FASB) standards; and

(ii) Additions, improvements, modifications, replacements, rearrangements, reinstallations, renovations, or alterations to capital assets that materially increase their value or useful life (not ordinary repairs and maintenance).

(2) For purpose of this part, capital assets do not include intangible right-to-use assets (per GASB) and right-to-use operating lease assets (per FASB). For example, assets capitalized that recognize a lessee's right to control the use of property or equipment for a period of time under a lease contract. See § 200.465.

*Capital expenditures* means expenditures to acquire capital assets or expenditures to make additions, improvements, modifications, replacements, rearrangements, reinstallations, renovations, or alterations to capital assets that materially increase their value or useful life.

*Central service cost allocation plan* means the documentation identifying, accumulating, and allocating or developing billing rates based on the allowable costs of services provided by a State, local government, or Indian Tribe to its departments and agencies on a centralized basis. The costs of these services may be allocated or billed to users.

*Claim* means, depending on the context, either:

(1) A written demand or assertion by one of the parties to a Federal award seeking as a matter of right:

(i) The payment of money;

(ii) The adjustment or interpretation of the terms and conditions of the Federal award; or

(iii) Other relief arising under or relating to a Federal award.

(2) A request for payment not in dispute when submitted.

*Class of Federal awards* means a group of Federal awards either awarded under a specific program or group of programs or to a specific type of recipient or group of recipients to which specific provisions or exceptions may apply.

*Closeout* means the process by which the Federal agency or pass-through entity determines that all applicable administrative actions and all required work of the Federal award have been completed and takes actions as described in § 200.344.

*Cluster of programs* means a grouping of closely related programs that share common compliance requirements. The types of clusters of programs are research and development (R&D), student financial aid (SFA), and other clusters. "Other clusters" are defined by OMB in the compliance supplement or designated by a State for Federal awards the State provides to its subrecipients that meet the definition of a cluster of programs. When designating "other clusters," a State must identify the Federal awards included in the cluster and advise the subrecipients of compliance requirements applicable to the cluster, consistent with § 200.332. A cluster of programs must be considered one program when determining major programs as described in § 200.518, and with the exception of R&D as described in § 200.501(d), whether a program-specific audit may be elected.

*Cognizant agency for audit* means the Federal agency designated to carry out the responsibilities described in § 200.513(a). The cognizant agency for audit is not necessarily the same as the cognizant agency for indirect costs. A list of Federal agency Single Audit contacts can be found on the Federal Audit Clearinghouse (FAC) website.

*Cognizant agency for indirect costs* means the Federal agency responsible for reviewing, negotiating and approving cost allocation plans or indirect cost proposals on behalf of all Federal agencies. The cognizant agency for indirect cost is not necessarily the same as the cognizant agency for audit. For assignments of cognizant agencies, see the following:

(1) For Institutions of Higher Education (IHEs): Appendix III, paragraph C.11.

(2) For nonprofit organizations: Appendix IV, paragraph C.2.a.

(3) For State and local governments: Appendix V, paragraph F.1.

(4) For Indian Tribes: Appendix VII, paragraph D.1.

*Compliance supplement* means an annually updated authoritative source of information for auditors that identifies existing important compliance requirements that the Federal Government expects to be considered as part of an audit. Auditors use it to understand the Federal program's objectives, procedures, and compliance requirements, as well as audit objectives and suggested audit procedures for determining compliance with the relevant Federal program.

*Computing devices* means machines that acquire, store, analyze, process, and publish data and other information electronically, including accessories (or "peripherals") for printing, transmitting and receiving, or storing electronic information. See also the definitions of *supplies* and *information technology systems* in this section.

*Contract* means, for the purpose of Federal financial assistance, a legal instrument by which a recipient or subrecipient conducts procurement transactions under a Federal award. For additional information on subrecipient and contractor determinations, see § 200.331. See also the definition of *subaward* in this section.

*Contractor* means an entity that receives a contract.

*Continuation funding* means the second or subsequent budget period within an identified period of performance.

*Cooperative agreement* means a legal instrument of financial assistance between a Federal agency and a recipient or between a pass-through entity and subrecipient, consistent with 31 U.S.C. 6302-6305:

(1) Is used to enter into a relationship the principal purpose of which is to transfer anything of value to carry out a public purpose authorized by a law of the United States (see 31 U.S.C. 6101(3)); and not to acquire property or services for the Federal Government or pass-through entity's direct benefit or use;

(2) Is distinguished from a grant in that it provides for substantial involvement of the Federal agency or pass-through entity in carrying out the activity contemplated by the Federal award.

(3) The term does not include:

(i) A cooperative research and development agreement as defined in 15 U.S.C. 3710a; or

(ii) An agreement that provides only:

(A) Direct United States Government cash assistance to an individual;

(B) A subsidy;

(C) A loan;

(D) A loan guarantee; or

(E) Insurance.

*Corrective action* means action taken by the auditee that:

(1) Corrects identified deficiencies;

(2) Produces recommended improvements; or

(3) Demonstrates that audit findings are either invalid or do not warrant auditee action.

*Cost allocation plan* means a central service or public assistance cost allocation plan.

*Cost objective* means a program, function, activity, award, organizational subdivision, contract, or work unit for which cost data are desired and for which provision is made to accumulate and measure the cost of processes, products, jobs, and capital projects. A cost objective may be a major function of the recipient or subrecipient, a particular service or project, a Federal award, or an indirect cost activity, as described in subpart E. See also the definitions of *final cost objective* and *intermediate cost objective* in this section.

*Cost sharing* means the portion of project costs not paid by Federal funds or contributions (unless authorized by Federal statute). This term includes *matching,* which refers to required levels of cost share that must be provided. See § 200.306.

*Disallowed cost* means charges to a Federal award that the Federal agency or pass-through entity determines to be unallowable in accordance with applicable Federal statutes, regulations, the provisions of this part, or the terms and conditions of the Federal award.

*Discretionary award* means an award in which the Federal agency, in keeping with specific statutory authority that enables the agency to exercise judgment ("discretion"), selects the recipient or the amount of Federal funding awarded through a competitive process or based on merit of proposals. A discretionary award may be selected on a non-competitive basis, as appropriate.

*Equipment* means tangible personal property (including information technology systems) having a useful life of more than one year and a per-unit acquisition cost that equals or exceeds the lesser of the capitalization level established by the recipient or subrecipient for financial statement purposes, or $10,000. See the definitions of *capital assets, computing devices, general purpose equipment, information technology systems, special purpose equipment,* and *supplies* in this section.

*Expenditures* means charges made by a recipient or subrecipient to a project or program for which a Federal award is received.

(1) The charges may be reported on a cash or accrual basis as long as the methodology is disclosed and consistently applied.

(2) For reports prepared on a cash basis, expenditures are the sum of:

(i) Cash disbursements for direct charges for property and services;

(ii) The amount of indirect expense charged;

(iii) The value of third-party in-kind contributions applied; and

(iv) The amount of cash advance payments and payments made to subrecipients.

(3) For reports prepared on an accrual basis, expenditures are the sum of:

(i) Cash disbursements for direct charges for property and services;

(ii) The amount of indirect expense incurred;

(iii) The value of third-party in-kind contributions applied; and

(iv) The net increase or decrease in the amounts owed by the recipient or subrecipient for:

(A) Goods and other property received;

(B) Services performed by employees, contractors, subrecipients, and other payees; and

(C) Programs for which no current services or performance are required, such as annuities, insurance claims, or other benefit payments.

*Federal agency* means an "agency" as defined at 5 U.S.C. 551(1) and further clarified by 5 U.S.C. 552(f). The term generally refers to the agency that provides a Federal award directly to a recipient unless the context indicates otherwise. See also definitions of Federal award and recipient.

*Federal Audit Clearinghouse (FAC)* means the repository of record designated by OMB where non-Federal entities must transmit the information required by subpart F.

*Federal award* has the meaning, depending on the context, in either paragraph (1) or (2) of this definition:

(1)

(i) The Federal financial assistance that a recipient receives directly from a Federal agency or indirectly from a pass-through entity, as described in § 200.101; or

(ii) The cost-reimbursement contract under the Federal Acquisition Regulation that a non-Federal entity receives directly from a Federal agency or indirectly from a pass-through entity, as described in § 200.101.

(2) The instrument setting forth the terms and conditions. The instrument is the grant agreement, cooperative agreement, other agreement for assistance covered in paragraph (2) of the definition of *Federal financial assistance* in this section, or the cost-reimbursement contract awarded under the Federal Acquisition Regulations.

(3) Federal award does not include other contracts that a Federal agency uses to buy goods or services from a contractor or a contract to operate government-owned, contractor- operated (GOCO) facilities.

(4) See also definitions of Federal financial assistance, grant agreement, and cooperative agreement.

*Federal award date* means the date when the authorized official of the Federal agency signed (physically or digitally) the Federal award or when an alternative, consistent with the requirements of 31 U.S.C. 1501, is reached with the recipient.

*Federal financial assistance* means:

(1) Assistance that recipients or subrecipients receive or administer in the form of:

(i) Grants;

(ii) Cooperative agreements;

(iii) Non-cash contributions or donations of property (including donated surplus property);

(iv) Direct appropriations;

(v) Food commodities; and

(vi) Other financial assistance (except assistance listed in paragraph (2) of this definition).

(2) For § 200.203 and subpart F of this part, *Federal financial assistance* also includes assistance that recipients or subrecipients receive or administer in the form of:

(i) Loans;

(ii) Loan Guarantees;

(iii) Interest subsidies; and

(iv) Insurance.

(3) For § 200.216, Federal financial assistance includes assistance that recipients or subrecipients receive or administer in the form of:

(i) Grants;

(ii) Cooperative agreements;

(iii) Loans; and

(iv) Loan Guarantees.

(4) Federal financial assistance does not include amounts received as reimbursement for services rendered to individuals as described in § 200.502(h) and (i).

(5) For part 184 of this title, in addition to the forms of assistance listed in paragraph (1) of this definition, *Federal financial assistance* also includes assistance that recipients or subrecipients receive or administer in the form of:

(i) Loans; and

(ii) Loan Guarantees.

*Federal interest* means, for purposes of § 200.330 or when used in connection with the acquisition or improvement of real property, equipment, or supplies under a Federal award, the dollar amount that is the product of the:

(1) The percentage of Federal participation in the total cost of the real property, equipment, or supplies; and

(2) Current fair market value of the property, improvements, or both, to the extent the costs of acquiring or improving the property were included as project costs.

*Federal program* means:

(1) All Federal awards which are assigned a single Assistance Listings Number.

(2) When no Assistance Listings Number is assigned, all Federal awards from the same agency made for the same purpose must be combined and considered one program.

(3) Notwithstanding paragraphs (1) and (2) of this definition, a cluster of programs. The types of clusters of programs are:

(i) Research and development (R&D);

(ii) Student financial aid (SFA); and

(iii) "Other clusters," as described in the definition of *cluster of programs* in this section. *Federal share* means the portion of the Federal award costs paid using Federal funds.

*Final cost objective* means a cost objective that has allocated to it both direct and indirect costs and, in the recipient's or subrecipient's accumulation system, is one of the final accumulation points, such as a particular award, internal project, or other direct activity of a recipient or subrecipient. See also the definitions of *cost objective* and *intermediate cost objective* in this section.

*Financial obligations* means orders placed for property and services, contracts and subawards made, and similar transactions that require payment by a recipient or subrecipient under a Federal award that will result in expenditures by a recipient or subrecipient under a Federal award.

*Fixed amount award* means a type of grant or cooperative agreement pursuant to which the Federal agency or pass-through entity provides a specific amount of funding without regard to actual costs incurred under the Federal award. This type of Federal award reduces some of the administrative burden and record-keeping requirements for both the recipient or subrecipient and the Federal agency or pass-through entity. Accountability is based primarily on performance and results. See §§ 200.102(c), 200.101(b), 200.201(b), and 200.333.

*For-profit organization* generally means an organization or entity organized for the purpose of earning a profit. The term includes but is not limited to:

(1) An "S corporation" incorporated under subchapter S of the Internal Revenue Code;

(2) A corporation incorporated under another authority;

(3) A partnership;

(4) A limited liability company or partnership; and

(5) A sole proprietorship.

*Foreign organization* means an entity that is:

(1) A public or private organization located in a country other than the United States and its territories that is subject to the laws of the country in which it is located, irrespective of the citizenship of project staff or place of performance;

(2) A private nongovernmental organization located in a country other than the United States that solicits and receives cash contributions from the general public;

(3) A charitable organization located in a country other than the United States that is nonprofit and tax-exempt under the laws of the country where it is registered and is not a university, college, accredited degree-granting institution of education, private foundation, hospital, an organization engaged exclusively in research or scientific activities, church, synagogue, mosque or other similar entities organized primarily for religious purposes; or

(4) An organization located in a country other than the United States not recognized as a foreign public entity.

*Foreign public entity* means:

(1) A foreign government or foreign governmental entity;

(2) A public international organization, which is an organization entitled to enjoy privileges, exemptions, and immunities as an international organization under the International Organizations Immunities Act (22 U.S.C. 288-288f);

(3) An entity owned (in whole or in part) or controlled by a foreign government; or

(4) Any other entity consisting wholly or partially of one or more foreign governments or foreign governmental entities.

*General purpose equipment* means equipment that is not limited to research, medical, scientific, or other technical activities. Examples include office equipment and furnishings, modular offices, telephone networks, information technology equipment and systems, air conditioning equipment, reproduction and printing equipment, and motor vehicles. See also the definitions of *equipment* and *special purpose equipment* in this section.

*Generally accepted accounting principles (GAAP)* has the meaning specified in accounting standards issued by the Government Accounting Standards Board (GASB) and the Financial Accounting Standards Board (FASB).

*Generally accepted government auditing standards (GAGAS),* also known as the Yellow Book, means generally accepted government auditing standards issued by the Comptroller General of the United States, which apply to financial audits.

*Grant agreement or grant* means a legal instrument of financial assistance between a Federal agency and a recipient or between a pass-through entity and a subrecipient, consistent with 31 U.S.C. 6302, 6304:

(1) Is used to enter into a relationship, the principal purpose of which is to transfer anything of value to carry out a public purpose authorized by a law of the United States (see 31 U.S.C. 6101(3)); and not to acquire property or services for the Federal agency or pass-through entity's direct benefit or use;

(2) Is distinguished from a cooperative agreement in that it does not provide for substantial involvement of the Federal agency in carrying out the activity contemplated by the Federal award.

(3) Does not include an agreement that provides only:

(i) Direct United States Government cash assistance to an individual;

(ii) A subsidy;

(iii) A loan;

(vi) A loan guarantee; or

(v) Insurance.

*Highest-level owner* means the entity that owns or controls an immediate owner of an applicant or that owns or controls one or more entities that control an immediate owner of an applicant. No entity owns or exercises control of the highest-level owner as defined in the Federal Acquisition Regulations (FAR) (48 CFR 52.204-17).

*Hospital* means a facility licensed as a hospital under the law of any State or a facility operated as a hospital by the United States, a State, or a subdivision of a State.

*Improper payment* means a payment that should not have been made or that was made in an incorrect amount under statutory, contractual, administrative, or other legally applicable requirements. The term improper payment includes: any payment to an ineligible recipient; any payment for an ineligible good or service; any duplicate payment; any payment for a good or service not received, except for those payments where authorized by law; any payment that is not authorized by law; and any payment that does not account for credit for applicable discounts. See OMB Circular A-123 Appendix C, *Requirements for Payment Integrity Improvement* for additional definitions and guidance on the requirements for payment integrity.

*Indian Tribe* means any Indian Tribe, band, nation, or other organized group or community, including any Alaska Native village or regional or village corporation as defined in or established pursuant to the Alaska Native Claims Settlement Act (43 U.S.C. Chapter 33), which is recognized as eligible for the special programs and services provided by the United States to Indians because of their status as Indians. See 25 U.S.C. 5304(e). This includes any Indian Tribe identified in the annually published Bureau of Indian Affairs list of "*Indian Entities Recognized and Eligible to Receive Services"* and other entities that qualify as an Alaska Native village or regional village corporation as defined in or established pursuant to the Alaska Native Claims Settlement Act.

*Indirect cost* means those costs incurred for a common or joint purpose benefitting more than one cost objective and not readily assignable to the cost objectives specifically benefitted, without effort disproportionate to the results achieved. It may be necessary to establish multiple pools of indirect costs to facilitate equitable distribution of indirect expenses to the cost objectives served. Indirect cost pools must be distributed to benefitted cost objectives on basis that will produce an equitable result in consideration of relative benefits derived. For Institutions of Higher Education (IHE), the term facilities and administrative (F&A) cost is often used to refer to indirect costs.

*Indirect cost rate proposal* means the documentation prepared by a recipient to substantiate its request to establish an indirect cost rate as described in appendices III through VII and appendix IX to this part.

*Information technology systems* means computing devices, ancillary equipment, software, firmware, and related procedures, services (including support services), and resources. See also the definitions of *computing devices* and *equipment* in this section.

*Institution of Higher Education (IHE)* is defined at 20 U.S.C. 1001.

*Intangible property* means property having no physical existence, such as trademarks, copyrights, data (including data licenses), websites, IP licenses, trade secrets, patents, patent applications, and property such as loans, notes and other debt instruments, lease agreements, stocks and other instruments of property ownership of either tangible or intangible property, such as intellectual property, software, or software subscriptions or licenses.

*Intermediate cost objective* means a cost objective that is used to accumulate indirect costs or service center costs that are subsequently allocated to one or more indirect cost pools or final cost objectives. See this section's definitions of *cost objective* and *final cost objective*.

*Internal control* for recipients and subrecipients means processes designed and implemented by recipients and subrecipients to provide reasonable assurance regarding the achievement of objectives in the following categories:

(1) Effectiveness and efficiency of operations;

(2) Reliability of reporting for internal and external use; and

(3) Compliance with applicable laws and regulations.

*Loan* means a Federal loan or loan guarantee received or administered by a recipient or subrecipient, except as used in this section's definition of *program income*.

(1) The term "direct loan" means a disbursement of funds by the Federal Government to a non-Federal borrower under a contract that requires the repayment of such funds with or without interest. The term includes the purchase of, or participation in, a loan made by another lender and financing arrangements that defer payment for more than 90 days, including the sale of a Federal Government asset on credit terms. The term does not include the acquisition of a federally guaranteed loan in satisfaction of default claims or the price support loans of the Commodity Credit Corporation.

(2) The term "direct loan obligation" means a binding agreement by a Federal agency to make a direct loan when specified conditions are fulfilled by the borrower.

(3) The term "loan guarantee" means any Federal Government guarantee, insurance, or other pledges for the payment of all or a part of the principal or interest on any debt obligation of a non-Federal borrower to a non-Federal lender but does not include the insurance of deposits, shares, or other withdrawable accounts in financial institutions.

(4) The term "loan guarantee commitment" means a binding agreement by a Federal agency to make a loan guarantee when specified conditions are fulfilled by the borrower, the lender, or any other party to the guarantee agreement.

*Local government* means any unit of government within a State, including a:

(1) County;

(2) Borough;

(3) Municipality;

(4) City;

(5) Town;

(6) Township;

(7) Parish;

(8) Local public authority, including any public housing agency under the United States Housing Act of 1937;

(9) Special district;

(10) School district;

(11) Intrastate district;

(12) Council of governments, whether or not incorporated as a nonprofit corporation under State law; and

(13) Any other agency or instrumentality of a multi-, regional, or intra-State or local government.

*Major program* means a Federal program determined by the auditor to be a major program in accordance with § 200.518 or a program identified as a major program by a Federal agency or pass-through entity in accordance with § 200.503(e).

*Management decision* means the Federal agency's or pass-through entity's written determination, provided to the auditee, of the adequacy of the auditee's proposed corrective actions to address the findings based on its evaluation of the audit findings and proposed corrective actions.

*Micro-purchase* means an individual procurement transaction for supplies or services, the aggregate amount of which does not exceed the micro-purchase threshold. Micro-purchases comprise a subset of a recipient's or subrecipient's small purchases using informal procurement methods as set forth in § 200.320.

*Micro-purchase threshold* means the dollar amount at or below which a recipient or subrecipient may purchase property, or services using micro-purchase procedures (see § 200.320). Generally, except as provided in § 200.320, the micro-purchase threshold for procurement activities administered under Federal awards is not to exceed the amount set by the FAR at 48 CFR part 2, subpart 2.1, unless a higher threshold is requested by the recipient or subrecipient and approved by the cognizant agency for indirect costs.

*Modified Total Direct Cost (MTDC)* means all direct salaries and wages, applicable fringe benefits, materials and supplies, services, travel, and up to the first $50,000 of each subaward (regardless of the period of performance of the subawards under the award). MTDC excludes equipment, capital expenditures, charges for patient care, rental costs, tuition remission, scholarships and fellowships, participant support costs, and the portion of each subaward in excess of $50,000. Other items may only be excluded when necessary to avoid a serious inequity in the distribution of indirect costs and with the approval of the cognizant agency for indirect costs.

*Non-discretionary award* means an award made by the Federal agency to specific recipients in accordance with statutory, eligibility, and compliance requirements, such that in keeping with specific statutory authority, the Federal agency cannot exercise judgment ("discretion"). A non-discretionary award amount could be specifically determined or by formula.

*Non-Federal entity (NFE)* means a State, local government, Indian Tribe, Institution of Higher Education (IHE), or nonprofit organization that carries out a Federal award as a recipient or subrecipient.

*Nonprofit organization* means any organization that:

(1) Is operated primarily for scientific, educational, service, charitable, or similar purposes in the public interest;

(2) Is not organized primarily for profit;

(3) Uses net proceeds to maintain, improve, or expand the organization's operations; and

(4) Is not an IHE.

*Notice of funding opportunity* means a formal announcement of the availability of Federal funding through a financial assistance program from a Federal agency. The notice of funding opportunity provides information on the award, such as who is eligible to apply, the evaluation criteria for selecting a recipient or subrecipient, the required components of an application, and how to submit the application. The notice of funding opportunity is any paper or electronic issuance that an agency uses to announce a funding opportunity, whether it is called a "program announcement," "notice of funding availability," "broad agency announcement," "research announcement," "solicitation," or some other term.

*Office of Management and Budget (OMB)* means the Executive Office of the President, Office of Management and Budget.

*Oversight agency for audit* means the Federal agency that provides the predominant amount of funding directly (direct funding) (as listed on the schedule of expenditures of Federal awards, see § 200.510(b)) to a recipient or subrecipient unless OMB designates a specific cognizant agency for audit. When the direct funding represents less than 25 percent of the total Federal expenditures (as direct and sub-awards) by the recipient or subrecipient, then the Federal agency with the predominant amount of total funding is the designated oversight agency for audit. When there is no direct funding, the Federal agency that is the predominant source of pass-through funding must assume the oversight responsibilities. The duties of the oversight agency for audit and the process for any reassignments are described in § 200.513(b).

*Participant* generally means an individual participating in or attending program activities under a Federal award, such as trainings or conferences, but who is not responsible for implementation of the Federal award. Individuals committing effort to the development or delivery of program activities under a Federal award (such as consultants, project personnel, or staff members of a recipient or subrecipient) are not participants. Examples of participants may include community members participating in a community outreach program, members of the public whose perspectives or input are sought as part of a program, students, or conference attendees.

*Participant support costs* means direct costs that support participants (see definition for *Participant* in § 200.1) and their involvement in a Federal award, such as stipends, subsistence allowances, travel allowances, registration fees, temporary dependent care, and per diem paid directly to or on behalf of participants.

*Pass-through entity* means a recipient or subrecipient that provides a subaward to a subrecipient (including lower tier subrecipients) to carry out part of a Federal program. The authority of the pass-through entity under this part flows through the subaward agreement between the pass-through entity and subrecipient.

*Performance goal* means a measurable target level of performance expressed as a tangible, measurable objective, against which actual achievement can be compared, including a goal expressed as a quantitative standard, value, or rate. In some instances (for example, discretionary research awards), this may be limited to the requirement to submit technical performance reports (to be evaluated in accordance with agency policy).

*Period of performance* means the time interval between the start and end date of a Federal award, which may include one or more budget periods. Identification of the period of performance in the Federal award consistent with § 200.211(b)(5) does not commit the Federal agency to fund the award beyond the currently approved budget period.

*Personal property* means property other than real property. It may be tangible or intangible.

*Personally Identifiable Information (PII)* means information that can be used to distinguish or trace an individual's identity, either alone or when combined with other personal or identifying information that is linked or linkable to a specific individual. Some PII is available in public sources such as telephone books, websites, and university listings. The definition of PII is not attached to any single category of information or technology. Instead, it requires a case-by-case assessment of the specific risk that an individual can be identified. Non-PII can become PII whenever additional information is made publicly available, in any medium and from any source, that could be used to identify an individual when combined with other available information.

*Prior approval* means the written approval obtained in advance by an authorized official of a Federal agency or pass-through entity of certain costs or programmatic decisions.

*Program income* means gross income earned by the recipient or subrecipient that is directly generated by a supported activity or earned as a result of the Federal award during the period of performance except as provided in § 200.307(c). Program income includes but is not limited to income from fees for services performed, the use or rental of real or personal property acquired under Federal awards, the sale of commodities or items fabricated under a Federal award, license fees, and royalties on patents and copyrights, and principal and interest on loans made with Federal award funds. Interest earned on advances of Federal funds is not program income. Except as otherwise provided in Federal statutes, regulations, or the terms and conditions of the Federal award, program income does not include rebates, credits, discounts, and interest earned on any of them. See § 200.407. See also 35 U.S.C. 200-212 "Disposition of Rights in Educational Awards," which applies to inventions made under Federal awards.

*Project cost* means total allowable costs incurred under a Federal award and all cost sharing, including third-party contributions.

*Property* means real property or personal property. See this section's definitions of *real property* and *personal property.*

*Protected Personally Identifiable Information (Protected PII)* means PII (see definition in this section), except for PII that must be disclosed by law. Examples of PII include, but are not limited to, social security number; passport number; credit card numbers; clearances, bank numbers; biometrics; date and place of birth; mother's maiden name; criminal, medical and financial records; and educational transcripts.

*Questioned cost* has the meaning given in paragraphs (1) through (3).

(1) ***Questioned cost*** means an amount, expended or received from a Federal award, that in the auditor's judgment:

(i) Is noncompliant or suspected noncompliant with Federal statutes, regulations, or the terms and conditions of the Federal award;

(ii) At the time of the audit, lacked adequate documentation to support compliance; or

(iii) Appeared unreasonable and did not reflect the actions a prudent person would take in the circumstances.

(2) The questioned cost amount under (1)(ii) is calculated as if the portion of a transaction that lacked adequate documentation were confirmed noncompliant.

(3) There is no questioned cost solely because of:

(i) Deficiencies in internal control; or

(ii) Noncompliance with the reporting type of compliance requirement (described in the compliance supplement) if this noncompliance does not affect the amount expended or received from the Federal award.

(4) ***Known questioned cost*** means a questioned cost specifically identified by the auditor. Known questioned costs are a subset of likely questioned costs.

(5) ***Likely questioned cost*** means the auditor's best estimate of total questioned costs, not just the known questioned costs. Likely questioned costs are developed by extrapolating from audit evidence obtained, for example, by projecting known questioned costs identified in an audit sample

to the entire population from which the sample was drawn. In evaluating the effect of questioned costs on the opinion on compliance, the auditor considers the likely questioned costs, not just the known questioned costs.

(6) Questioned costs are not improper payments until reviewed and confirmed to be improper payments as defined in OMB Circular A-123 Appendix C.

*Real property* means land, including land improvements, structures, and appurtenances thereto, and legal interests in land, including fee interest, licenses, rights of way, and easements. Real property excludes moveable machinery and equipment.

*Recipient* means an entity that receives a Federal award directly from a Federal agency to carry out an activity under a Federal program. The term recipient does not include subrecipients or individuals that are participants or beneficiaries of the award.

*Renewal award* means a Federal award for which the start date is contiguous with, or closely follows, the end of the expiring Federal award. The start date of a renewal award begins a new and distinct period of performance.

*Research and Development (R&D)* means all basic and applied research activities and all development activities performed by a recipient or subrecipient. The term research also includes activities involving the training of individuals in research techniques where such activities use the same facilities as other research and development activities and where such activities are not included in the instruction function. "Research" is the systematic study directed toward fuller scientific knowledge or understanding of the subject studied. "Development" is the systematic use of knowledge and understanding gained from research to produce useful materials, devices, systems, or methods, including designing and developing prototypes and processes.

*Simplified acquisition threshold* means the dollar amount below which a recipient or subrecipient may purchase property or services using small purchase methods (see § 200.320). Recipients and subrecipients adopt small purchase procedures to expedite the purchase of items at or below the simplified acquisition threshold. The simplified acquisition threshold set in the FAR at 48 CFR part 2, subpart 2.1 is used in this part as the simplified acquisition threshold for secondary procurement activities administered under Federal awards. The recipient or subrecipient is responsible for determining an appropriate simplified acquisition threshold, which is less than or equal to the dollar value established in the FAR, based on internal controls, an evaluation of risk, and its documented procurement procedures. Recipients and subrecipients should also determine if local government purchasing laws apply. This threshold must never exceed the dollar value established in the FAR.

*Special purpose equipment* means equipment that is used only for research, medical, scientific, or other similar technical activities. Examples of special purpose equipment include microscopes, x-ray machines, surgical instruments, spectrometers, and associated software. See also the definitions of *equipment* and *general purpose equipment* in this section.

*State* means any State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, U.S. Virgin Islands, Guam, American Samoa, the Commonwealth of the Northern Mariana Islands, and any agency or instrumentality thereof exclusive of local governments.

*Student Financial Aid (SFA)* means Federal awards under those programs of general student assistance, such as those authorized by Title IV of the Higher Education Act of 1965, as amended (20 U.S.C. 1070-1099d), which the U.S. Department of Education administers, and similar programs provided by other Federal agencies. It does not include Federal awards under programs that provide fellowships or similar Federal awards to students on a competitive basis or for specified studies or research.

*Subaward* means an award provided by a pass-through entity to a subrecipient for the subrecipient to contribute to the goals and objectives of the project by carrying out part of a Federal award received by the pass-through entity. It does not include payments to a contractor, beneficiary, or participant. A subaward may be provided through any form of legal agreement consistent with criteria in with § 200.331, including an agreement the pass-through entity considers a contract.

*Subrecipient* means an entity that receives a subaward from a pass-through entity to carry out part of a Federal award. The term subrecipient does not include a beneficiary or participant. A subrecipient may also be a recipient of other Federal awards directly from a Federal agency.

*Subsidiary* means an entity in which more than 50 percent of the entity is owned or controlled directly by a parent corporation or through another subsidiary of a parent corporation.

*Supply* means all tangible personal property other than those described in the *equipment* definition. A computing device is a supply if the acquisition cost is below the lesser of the capitalization level established by the recipient or subrecipient for financial statement purposes or $10,000, regardless of the length of its useful life. See this section's definitions of *computing devices* and *equipment*.

*Telecommunications cost* means the cost of using communication technologies such as mobile phones, landlines, and the internet.

*Termination* means the action a Federal agency or pass-through entity takes to discontinue a Federal award, in whole or in part, at any time before the planned end date of the period of performance. Termination does not include discontinuing a Federal award due to a lack of available funds.

*Third-party in-kind contributions* means the value of non-cash contributions (*meaning,* property or services) that:

(1) Benefit a project or program funded by a Federal award; and

(2) Are contributed by non-Federal third parties, without charge, to a recipient or subrecipient under a Federal award.

*Unliquidated financial obligation* means financial obligations incurred by the recipient or subrecipient but not paid (liquidated) for financial reports prepared on a cash basis. For reports prepared on an accrual basis, these are financial obligations incurred by the recipient or subrecipient but for which expenditures have not been recorded.

*Unobligated balance* means the amount of funds under a Federal award that the recipient or subrecipient has not obligated. The amount is computed by subtracting the cumulative amount of the recipient's or subrecipient's unliquidated financial obligations and expenditures under the Federal award from the cumulative amount of funds the Federal agency or pass-through entity authorized the recipient or subrecipient to obligate.

*Voluntary committed cost sharing* means cost sharing specifically pledged voluntarily in the proposal's budget on the part of the recipient or subrecipient, which becomes a binding requirement of the Federal award. See § 200.306.

*[89 FR 30136, Apr. 22, 2024, as amended at 89 FR 79732, Oct. 1, 2024]*

## Subpart B—General Provisions

## § 200.100 Purpose.

(a) ***Purpose.***

(1) This part establishes uniform administrative requirements, cost principles, and audit requirements for Federal awards. Federal agencies must not impose additional requirements except as allowed in §§ 200.102, 200.211, or unless specifically required by Federal statute, regulation, or Executive order.

(2) This part provides Federal agencies with the policy for collecting and submitting information on all Federal financial assistance programs to the Office of Management and Budget (OMB) and communicating this information to the public. It also establishes Federal policies related to the delivery of this information to the public, including through the use of electronic media. It also sets forth how the General Services Administration (GSA), OMB, and Federal agencies implement the Federal Program Information Act (31 U.S.C. 6101-6106).

(b) ***Administrative requirements.*** Subparts B through D set forth the uniform administrative requirements for Federal financial assistance. This includes establishing requirements for Federal agencies management of Federal financial assistance programs before a Federal award is made, and requirements that Federal agencies may impose on recipients and subrecipients throughout the lifecycle of a Federal award.

(c) ***Cost principles.*** Subpart E establishes principles for determining allowable costs incurred by recipients and subrecipients under Federal awards. These principles are for the purpose of cost determination. They do not address the circumstances nor dictate the extent of Federal Government funding of a particular program or project.

(d) ***Single Audit Requirements and Audit Follow-up.*** Subpart F is issued pursuant to the Single Audit Act Amendments of 1996 (31 U.S.C. 7501-7507). Subpart F sets forth the standards for achieving consistency and uniformity among Federal agencies for the audit of non-Federal entities expending Federal awards. Subpart F also provides the policies and procedures for Federal agencies or pass-through entities when using the results of these audits.

## § 200.101 Applicability.

(a) ***General applicability to Federal agencies.***

(1) Subparts A through F apply to Federal agencies that make Federal awards to non-Federal entities. As provided in paragraph (a)(2), subparts A through E may also apply to Federal agencies that make Federal awards to other entities.

(2) Federal agencies must apply subparts A though F of this part to non-Federal entities unless a particular section of this part or Federal statute provides otherwise. Federal agencies may apply subparts A through E of this part to Federal agencies, for-profit organizations, foreign public entities, or foreign organizations as permitted in agency regulations or program statutes, except when a Federal agency determines that the application of these subparts would be inconsistent with the international responsibilities of the United States or the laws of a foreign government. Subpart F only applies to non-Federal entities as defined in the Single Audit Act Amendments of 1996 (31 U.S.C. 7501-7507). Federal agencies should apply the requirements to all recipients in a consistent and equitable manner to the extent permitted within applicable statutes, regulations, and policies.

(3) Throughout subparts A through F, the word "must" indicates a requirement. The words "should" or "may" indicate a recommended approach and permit discretion.

(4) Throughout subparts A through E, when the word "or" is used between the terms "recipient" and "subrecipient," any requirements or recommendations in the relevant provisions of this part apply to the recipient, the subrecipient, or both, as applicable. The use of "or" between recipient and subrecipient does not mean that applicable requirements or recommendations only apply to one of these entities unless the context clearly indicates otherwise.

(b) ***Applicability to Federal financial assistance.***

(1) Paragraphs (b)(2) through (b)(5) of this section describe what portions of this part apply to specific types of Federal financial assistance. Paragraphs (d) and (e) of this section explain additional exceptions related to governing provisions and Federal program applicability. The terms and conditions of Federal awards (including this part) flow down to subawards to subrecipients unless a particular section of this part or the terms and conditions of the Federal award specifically indicate otherwise. Pass-through entities must comply with the requirements described in subpart D, §§ 200.331 through 200.333, and any other sections of this part addressing pass-through entities.

(2) Subpart A (Acronyms and Definitions) and subpart B (General Provisions) apply to all Federal financial assistance, except that §§ 200.111 (English language), 200.112 (Conflict of interest), and 200.113 (Mandatory disclosures) do not apply to agreements for loans, loan guarantees, interest subsidies, and insurance.

(3) Subpart C (Pre-Federal Award Requirements and Contents of Federal Awards) and subpart D (Post Federal Award Requirements) only apply to grants and cooperative agreements with the following exceptions:

(i) Section 200.203 (Requirement to provide public notice of Federal financial assistance programs) also applies to agreements for loans, loan guarantees, interest subsidies, and insurance;

(ii) Section 200.216 (Prohibition on certain telecommunications and video surveillance equipment or services) applies to loans and grants (see Pub. L. 115-232, Div. A, Title VIII, § 889, as amended); and

(iii) Sections 200.303 (Internal controls) and 200.331 through 200.333 (Subrecipient monitoring and management) also apply to all types of Federal financial assistance.

(4) Subpart E (Cost Principles) applies to grants and cooperative agreements, but does not apply to the following:

(i) Food commodities provided through grants and cooperative agreements;

(ii) Fixed amount awards, except for §§ 200.400(g), 200.402 through 200.405, and 200.407(d), which do apply;

(iii) Agreements for loans, loan guarantees, interest subsidies, and insurance; and

(iv) Federal awards to hospitals (see Appendix IX—Hospital Cost Principles).

(5) Subpart F (Audit Requirements) only applies to the following items when awarded to a non-Federal entity:

(i) Grants and cooperative agreements (including fixed amount awards);

(ii) Contracts and subcontracts awarded under the FAR (except for fixed price contracts and subcontracts);

(iii) Agreements for loans, loan guarantees, interest subsidies, and insurance; and

(iv) Any other form of Federal financial assistance as defined by the Single Audit Act Amendment of 1996 (codified at 31 U.S.C. 7501-7507).

(c) ***Applicability to different types of contracts and subcontracts awarded by a Federal agency to a non-Federal entity under the Federal Acquisition Regulations (FAR).***

(1) Paragraphs (c)(2) and (c)(3) of this section describe what portions of this part apply to specific types of contracts and subcontracts awarded by a Federal agency to a non-Federal entity. See also paragraph (b)(5)(ii) on audit requirements. For both paragraphs (c)(2) and (c)(3):

(i) In cases of conflict between the requirements of applicable portions of this part and the terms and conditions of the contract, the terms and conditions of the contract and the FAR prevail.

(ii) When the Cost Accounting Standards (CAS) are applicable to the contract or subcontract, they also take precedence over this part.

(iii) In addition, costs that are identified as unallowable under 41 U.S.C. 4304(a) and as stated in the FAR (48 CFR part 31, subpart 31.2, and 48 CFR 31.603) are always unallowable.

(2) ***Cost-reimbursement contract under the FAR awarded to a non-Federal entity.*** When a non-Federal entity is awarded a cost-reimbursement contract under the FAR, only subpart D, §§ 200.331 through 200.333, and subparts E and F are applicable.

(3) ***Fixed-price contract or subcontract under the FAR awarded to a non-Federal entity.*** When a non-Federal entity is awarded a fixed-price contract or subcontract under the FAR, only subpart A, subpart B (except for §§ 200.111, 200.112, and 200.113), subpart D (only at § 200.303 and §§ 200.331 through 200.333), and subpart E are applicable to the contract, except that subpart E is not applicable to fixed-price contracts and subcontracts that are not negotiated.

(d) ***Governing provisions.*** With the exception of subpart F, which is required by the Single Audit Act, Federal statutes or regulations govern in any circumstances where they conflict with the provisions of this part. For agreements with Indian Tribes, this includes the provisions of the Indian Self-Determination and Education and Assistance Act (ISDEAA), as amended (see 25 U.S.C. 5301-5423).

(e) ***Program applicability.*** Except for §§ 200.203, 200.216, and 200.331 through 200.333, the requirements in subparts C, D, and E do not apply to the following programs:

(1) The block grant awards authorized by the Omnibus Budget Reconciliation Act of 1981 (including Community Services), except to the extent that subpart E apply to subrecipients of Community Services Block Grant funds pursuant to 42 U.S.C. 9916(a)(1)(B);

(2) Federal awards to local education agencies under 20 U.S.C. 7702-7703b, (portions of the Impact Aid program);

(3) Payments under the Department of Veterans Affairs' State Home Per Diem Program (38 U.S.C. 1741); and

(4) Federal awards authorized under the Child Care and Development Block Grant Act of 1990, as amended:

(i) Child Care and Development Block Grant (42 U.S.C. 9858).

(ii) Child Care Mandatory and Matching Funds of the Child Care and Development Fund (42 U.S.C. 9858).

(f) ***Additional program applicability.*** Except for §§ 200.203 and 200.216, the guidance in subpart C does not apply to the following programs:

(1) Entitlement Federal awards to carry out the following programs of the Social Security Act:

(i) Temporary Assistance for Needy Families (Title IV-A of the Social Security Act, 42 U.S.C. 601-619);

(ii) Child Support Enforcement and Establishment of Paternity (Title IV-D of the Social Security Act, 42 U.S.C. 651-669b);

(iii) Federal Payments for Foster Care, Prevention, and Permanency (Title IV-E of the Act, 42 U.S.C. 670-679c);

(iv) Aid to the Aged, Blind, and Disabled (Titles I, X, XIV, and XVI-AABD of the Act, as amended);

(v) Medical Assistance (Medicaid) (Title XIX of the Act, 42 U.S.C. 1396-1396w-5) not including the State Medicaid Fraud Control program authorized by Section 1903(a)(6)(B) of the Social Security Act (42 U.S.C. 1396b(a)(6)(B)); and

(vi) Children's Health Insurance Program (Title XXI of the Act, 42 U.S.C. 1397aa-1397mm).

(2) A Federal award for an experimental, pilot, or demonstration project that is also supported by a Federal award listed in paragraph (f)(1) of this section.

(3) Federal awards under subsection 412(e) of the Immigration and Nationality Act and subsection 501(a) of the Refugee Education Assistance Act of 1980 (Pub. L. 96-422, 94 Stat. 1809), for cash assistance, medical assistance, and supplemental security income benefits to refugees and entrants and the administrative costs of providing the assistance and benefits (8 U.S.C. 1522(e)).

(4) Entitlement awards under the following programs of The National School Lunch Act:

(i) National School Lunch Program (Section 4 of the Act, 42 U.S.C. 1753);

(ii) Commodity Assistance (Section 6 of the Act, 42 U.S.C. 1755);

(iii) Special Meal Assistance (Section 11 of the Act, 42 U.S.C. 1759a);

(iv) Summer Food Service Program for Children (Section 13 of the Act, 42 U.S.C. 1761); and

(v) Child and Adult Care Food Program (Section 17 of the Act, 42 U.S.C. 1766).

(5) Entitlement awards under the following programs of The Child Nutrition Act of 1966:

(i) Special Milk Program (Section 3 of the Act, 42 U.S.C. 1772);

(ii) School Breakfast Program (Section 4 of the Act, 42 U.S.C. 1773); and

(iii) State Administrative Expenses (Section 7 of the Act, 42 U.S.C. 1776).

(6) Entitlement awards for State Administrative Expenses under The Food and Nutrition Act of 2008 (Section 16 of the Act, 7 U.S.C. 2025).

(7) Non-discretionary Federal awards under the following non-entitlement programs:

(i) Special Supplemental Nutrition Program for Women, Infants and Children (Section 17 of the Child Nutrition Act of 1966) 42 U.S.C. 1786;

(ii) The Emergency Food Assistance Programs (Emergency Food Assistance Act of 1983) 7 U.S.C. 7501 note; and

(iii) Commodity Supplemental Food Program (Section 5 of the Agriculture and Consumer Protection Act of 1973) 7 U.S.C. 612c note.

## § 200.102 Exceptions.

(a) ***OMB class exceptions.*** Except for subpart F, OMB may allow exceptions from requirements of this part for classes of Federal awards, recipients, or subrecipients when the exceptions are not prohibited by statute. For example, Federal agencies may request exceptions in support of innovative program designs that apply a risk-based, data-driven framework to alleviate select compliance requirements and hold recipients accountable for good performance. See also § 200.206. Federal agencies may also request exceptions in emergency situations. When OMB allows an exception to requirements of this part, the Federal agency remains responsible for ensuring the exception is applied to Federal awards in a manner consistent with Federal statutes and regulations.

(b) ***Statutory and regulatory exceptions.*** A Federal agency may adjust requirements to a class of Federal awards, recipients, or subrecipients when required by Federal statutes or regulations, except for the requirements in subpart F. Except for provisions in subpart F, when a Federal statute requires exceptions to requirements of this part for a class of Federal awards, recipients, or subrecipients, a Federal agency does not need OMB approval to allow those exceptions. See also § 200.106.

(c) ***Federal agency exceptions.*** Federal agencies may allow exceptions to requirements of this part on a case-by-case basis for individual Federal awards, recipients, or subrecipients, except when the exceptions are prohibited by law or other approval is expressly required by this part. Only the cognizant agency for indirect costs may authorize exceptions related to cost allocation plans or indirect cost rate proposals. A Federal agency may also apply less restrictive requirements when issuing fixed amount awards (see § 200.1), except for those requirements imposed by statute or in subpart F.

## § 200.103 Authorities.

This part is issued under the following authorities.

(a) Subparts B through D are authorized under 31 U.S.C. 503 (the Chief Financial Officers Act, Functions of the Deputy Director for Management); the Federal Program Information Act (Pub, L. 95-220 and Pub. L. 98-169, as amended, codified at 31 U.S.C. 6101-6106); the Federal Grant and Cooperative Agreement Act of 1977 (Pub. L. 95-224, as amended, codified at 31 U.S.C. 6301-6309); 41 U.S.C. 1101-1131 (the Office of Federal Procurement Policy Act); Reorganization Plan No. 2 of 1970 and Executive Order 11541 ("Prescribing the Duties of the Office of Management and Budget and the Domestic Policy Council in the Executive Office of the President"); and the Single Audit Act Amendments of 1996 (31 U.S.C. 7501-7507).

(b) Subpart E is authorized under the Budget and Accounting Act of 1921, as amended; the Budget and Accounting Procedures Act of 1950, as amended (31 U.S.C. 1101-1126); the Chief Financial Officers Act of 1990 (31 U.S.C. 503-504); Reorganization Plan No. 2 of 1970; and Executive Order 11541, "Prescribing the Duties of the Office of Management and Budget and the Domestic Policy Council in the Executive Office of the President." OMB also relies on authority under 31 U.S.C. 503 and 31 U.S.C. 6307.

(c) Subpart F is authorized under the Single Audit Act Amendments of 1996 (codified at 31 U.S.C. 7501-7507). OMB also relies on authority under 31 U.S.C. 503 and 31 U.S.C. 6307.

## § 200.104 Supersession.

This part superseded previous OMB guidance issued under Title 2, subtitle A, chapter II of the Code of Federal Regulations and certain OMB circulars related to uniform administrative requirements, cost principles, and audit requirements for Federal awards.

## § 200.105 Effect on other issuances.

(a) ***Superseding inconsistent requirements.*** For Federal awards made subject to this part by a Federal agency, this part takes precedence over any administrative requirements, program manuals, handbooks, and other non-regulatory materials that are inconsistent with the requirements of this part upon implementation by the Federal agency, except to the extent that they are required by statute or authorized in accordance with § 200.102.

(b) ***Imposition of requirements on recipients.*** Agencies may only impose legally binding requirements on recipients and subrecipients through:

(1) Notice and public comment procedures through an approved agency process, including as authorized by this part, other statutes, or regulations; or

(2) Incorporating requirements into the terms and conditions of a Federal award as permitted by Federal statute, regulation, or this part.

## § 200.106 Agency implementation.

The specific requirements and responsibilities of Federal agencies, non-Federal entities, recipients, and subrecipients are set forth in this part. Federal agencies making Federal awards to non-Federal entities must implement the language in subparts C through F of this part in codified regulations unless different provisions are required by Federal statute or are approved by OMB.

## § 200.107 OMB responsibilities.

OMB will review Federal agency regulations and implementation of this part. OMB will provide interpretations of policy requirements and assistance to ensure effective, efficient, and consistent implementation. Any exceptions will be subject to approval by OMB and only with adequate justification from the Federal agency.

## § 200.108 Inquiries.

Inquiries from Federal agencies concerning this part may be directed to OMB. Inquiries from recipients or subrecipients should be addressed to the Federal agency, the cognizant agency for indirect costs, the cognizant agency for audit, or the pass-through entity as appropriate.

## § 200.109 Review date.

OMB will review this part periodically.

## § 200.110 Effective date.

(a) The standards set forth in this part affecting the administration of Federal awards by Federal agencies become effective once implemented by Federal agencies or when any future amendment to this part becomes final.

(b) Existing negotiated indirect cost rates will remain in place until they expire. The effective date of changes to indirect cost rates must be based upon the date a newly re-negotiated rate goes into effect for the recipient's or subrecipient's fiscal year. Therefore, for indirect cost rates and cost allocation plans, the revisions to this part (as of the publication date for revisions to this guidance) become effective in generating proposals and negotiating a new rate (when the rate is re-negotiated).

## § 200.111 English language.

(a) All Federal financial assistance announcements, applications, and Federal award information should be in the English language and must be in terms of U.S. dollars. However, Federal agencies, recipients, and subrecipients may issue or translate a Federal award or other documents into another language. A Federal agency may translate formal or informal announcements of the availability of Federal funding through a financial assistance program, such as a notice of funding opportunity, when translations may serve to increase the pool of applicants or the participation of a specific community (for example, programs administered in foreign countries where the primary language is not English). Federal agencies must maintain an official controlling English version of the Federal financial assistance announcement and the Federal award, including the terms and conditions.

(b) Applications, reports, and official correspondence may be submitted in languages other than English if specified in the notice of funding opportunity or the terms and conditions of the Federal award.

(c) In the event of inconsistency between English and another language, the English language meaning will control. When a significant portion of the recipient's or subrecipient's employees administering a Federal award are not fluent in English, the Federal award should be provided in English and the language(s) with which employees are more familiar.

## § 200.112 Conflict of interest.

Federal agencies must establish conflict of interest policies for Federal awards. A recipient or subrecipient must disclose in writing any potential conflict of interest to the Federal agency or pass-through entity in accordance with the established Federal agency policies.

## § 200.113 Mandatory disclosures.

An applicant, recipient, or subrecipient of a Federal award must promptly disclose whenever, in connection with the Federal award (including any activities or subawards thereunder), it has credible evidence of the commission of a violation of Federal criminal law involving fraud, conflict of interest, bribery, or gratuity violations found in Title 18 of the United States Code or a violation of the civil False Claims Act (31 U.S.C. 3729-3733). The disclosure must be made in writing to the Federal agency, the agency's Office of Inspector General, and pass-through entity (if applicable). Recipients and subrecipients are also required to report matters related to recipient integrity and performance in accordance with Appendix XII of this part. Failure to make required disclosures can result in any of the remedies described in § 200.339. (See also 2 CFR part 180, 31 U.S.C. 3321, and 41 U.S.C. 2313.)

## Subpart C—Pre-Federal Award Requirements and Contents of Federal Awards

## § 200.200 Purpose.

Sections 200.201 through 200.217 prescribe instructions and other pre-award matters to be used by Federal agencies in the program planning, announcement, application, and award processes.

## § 200.201 Use of grants, cooperative agreements, fixed amount awards, and contracts.

(a) ***Federal awards.*** The Federal agency or pass-through entity must decide on the appropriate type of agreement for a Federal award (for example, a grant, cooperative agreement, subaward, or contract) in accordance with this guidance. See the Federal Grant and Cooperative Agreement Act (31 U.S.C. 6301-6309).

(b) ***Fixed amount awards.*** The Federal agency or pass-through entity (see § 200.333) may use fixed amount awards (see the definition of *fixed amount awards* in § 200.1) for which the following conditions apply:

(1) The Federal award amount is negotiated using the cost principles (or other pricing information) as a guide. See § 200.101(b)(4)(ii) for further information on which provisions in subpart E (cost principles) apply to fixed amount awards. The Federal agency or pass-through entity may use fixed amount awards if the project scope has measurable goals and objectives and if accurate cost, historical, or unit pricing data is available to establish a fixed budget based on a reasonable estimate of actual costs. Budgets for fixed amount awards are negotiated with the recipient or subrecipient and the total amount of Federal funding is determined in accordance with the recipient's or subrecipient's proposal, available pricing data, and subpart E. Accountability must be based on performance and results, which can be communicated in performance reports or through routine monitoring. There is no expected routine monitoring of the actual costs incurred by the recipient or subrecipient under the Federal award. Therefore, no financial reporting is required. This does not absolve the recipient or subrecipient from the record retention requirements contained in §§ 200.334 through 200.338; nor does it absolve the recipient or subrecipient of the responsibilities of making records available for review during an audit. See § 200.101(b)(5)(i). Payments must be based on meeting specific requirements of the Federal award. Some of the ways in which the Federal award may be paid include, but are not limited to:

(i) In several partial payments. The amount of each payment as well as the “milestone” or event triggering the payment, should be agreed to in advance and included in the Federal award;

(ii) On a unit price basis. The defined unit(s) or price(s) should be agreed to in advance and included in the Federal award; or

(iii) In one payment at the completion of the Federal award.

(2) A fixed amount award must not be used in programs that require cost sharing.

(3) A fixed amount award may generate and use program income in accordance with the terms and conditions of the Federal award; however, the requirements of § 200.307 do not apply.

(4) At the end of a fixed amount award, the recipient or subrecipient must certify in writing to the Federal agency or pass-through entity that the project was completed as agreed to in the Federal award, or identify those activities that were not completed, and that all expenditures were incurred in accordance with § 200.403. When the required activities were not carried out, including fixed amount awards paid on a unit price basis under 200.201(b)(1)(ii), the amount of the Federal award must be

reduced by the amount that reflects the activities that were not completed in accordance with the Federal award. When the required activities were completed in accordance with the terms and conditions of the Federal award, the recipient or subrecipient is entitled to any unexpended funds.

(5) Periodic reports may be established for fixed amount awards.

(6) Prior approval requirements that apply to fixed amount awards are § 200.308(f) (paragraphs 1 through 3, 6 through 8, and 10) and § 200.333.

## § 200.202 Program planning and design.

(a) The Federal agency must design a program and create an Assistance Listing before announcing the Notice of Funding Opportunity. A program must be designed:

(1) With clear goals and objectives that provide meaningful results and be consistent with the Federal authorizing legislation of the program;

(2) To measure performance based on the goals and objectives developed during program planning and design. Performance measures may differ depending on the type of program. See § 200.301 for more information on performance measurement;

(3) To align with the strategic goals and objectives within the Federal agency's performance plan and support the Federal agency's performance measurement, management, customer service initiatives, and reporting as required by Part 6 of OMB Circular A-11 (Preparation, Submission, and Execution of the Budget);

(4) To align with the Program Management Improvement Accountability Act (Pub. L. 114-264) as well as the Foundations for Evidence-Based Policymaking Act (Pub. L. 115-435), as applicable; and

(5) To encourage applicants to engage, when practicable, during the design phase, members of the community that will benefit from or be impacted by a program.

(b) Federal agencies should develop programs in consultation with communities benefiting from or impacted by the program. In addition, Federal agencies should consider available data, evidence, and evaluation results from past programs and make every effort to extend eligibility requirements to all potential applicants. Federal agencies are encouraged to coordinate with other agencies during program planning and design, particularly when the goals and objectives of a program or project align with those of other agencies.

## § 200.203 Requirement to provide public notice of Federal financial assistance programs.

(a) The Federal agency must maintain an accurate list of Federal programs in the Assistance Listings maintained by the General Services Administration (GSA) at *SAM.gov.*

(1) The Assistance Listings is the comprehensive government-wide source of Federal financial assistance program information produced by the executive branch of the Federal Government.

(2) The information that the Federal agency must submit to GSA for approval by OMB is listed in paragraph (b). GSA must prescribe the format for the submission in coordination with OMB.

(3) The Federal agency must assign the appropriate Assistance Listing before making the Federal award unless exigent circumstances require otherwise (for example, timing requirements imposed by a Federal statute).

(b) To the extent practicable, the Federal agency must create, update, and manage Assistance Listing entries based on the authorizing statute for the program and comply with additional guidance provided by GSA (in consultation with OMB) to ensure consistent and accurate information is available to prospective applicants. Assistance Listings should be communicated to the public in plain language. Accordingly, Federal agencies must submit the following information to GSA when creating an Assistance Listing:

(1) ***Program Description, Purpose, Goals, and Measurement.*** A brief summary of the statutory or regulatory requirements of the program and its intended outcome. Where appropriate, the program description, purpose, goals, and performance measurement should align with the strategic goals and objectives within the Federal agency's performance plan and should support the Federal agency's performance measurement, management, customer experience initiatives, and reporting as required by Part 6 of OMB Circular A-11;

(2) ***Identification.*** Identification of whether the program will issue Federal awards on a discretionary or non-discretionary basis;

(3) ***Projected total amount of funds available for the program.*** Estimates based on previous year funding are acceptable if current appropriations are not available at the time of the submission;

(4) ***Anticipated source of available funds.*** The statutory authority for funding the program and the agency, sub-agency, or specific program unit that will issue the Federal awards (to the extent possible) and associated funding identifier (for example, Treasury Account Symbol(s));

(5) ***General eligibility requirements.*** The statutory, regulatory, or other eligibility factors or considerations that determine the applicant's qualification for Federal awards under the program (for example, type of recipient); and

(6) ***Applicability of Single Audit Requirements.*** Applicability of Single Audit Requirements as required by subpart F.

## § 200.204 Notices of funding opportunities.

The Federal agency must announce specific funding opportunities for Federal financial assistance that will be openly competed. The term openly competed means opportunities that are not directed to one or more specifically identified applicants. To the extent possible, the Federal agency should communicate opportunities to the public in plain language to ensure the announcement is accessible to diverse communities of eligible applicants, including underserved communities. The Federal agency should also make efforts to limit the length and complexity of the announcement and only include the information that is necessary for the effective communication of the program objectives. Federal agencies may offer pre-application technical assistance or provide clarifying information for funding opportunities. However, Federal agencies must ensure these resources are made accessible and widely available to all potential applicants (for example, by posting answers to questions and requests on *Grants.gov*). The Federal agency should make every effort to identify in the NOFO all eligible applicants (for example, different types of nonprofit organizations such as labor unions and tribal organizations). The following information must be provided in a public notice:

(a) ***Summary information in notices of funding opportunities.*** The Federal agency must display the following information on *Grants.gov,* in a location preceding the full text of the announcement:

(1) Federal Agency Name;

(2) Funding Opportunity Title;

(3) Announcement Type (whether the funding opportunity is the initial announcement or a modification of a previously announced opportunity);

(4) Funding Opportunity Number (required, if the Federal agency has assigned a number to the funding opportunity announcement);

(5) Assistance Listing Number(s);

(6) Funding Details. To the extent appropriate, the total amount of funding that the Federal agency expects to award, the anticipated number of awards, and the expected dollar values of individual awards, which may be a range or average;

(7) Key Dates. Key dates include due dates for submitting applications or Executive Order 12372 submissions, as well as for any letters of intent or preapplications. For any announcement issued before a program's application materials are available, key dates also include the date on which those materials will be released; and any other additional information, as deemed applicable by the Federal agency. If possible, the Federal agency should provide an anticipated award date. If the NOFO states that applications will be evaluated on a "rolling" basis (that is, at different points during a specified period of time), the Federal agency should provide an estimate of the time needed to process an application and notify the applicant of the Federal agency's decision;

(8) Executive Summary. A brief description that is written in plain language and summarizes the goals and objectives of the program, the target audience, and eligible applicants. The text of the executive summary should not exceed 500 words; and

(9) Agency contact information.

(b) ***Availability period.*** The Federal agency should make all funding opportunities available for application for at least 60 calendar days. However, the Federal agency may modify the availability period of an opportunity as needed. For example, extending the period may be necessary to provide technical assistance to an applicant pool that was not anticipated when the announcement was made or has less experience with applying for Federal financial assistance. The Federal agency may also determine that an availability period of less than 60 days is sufficient for a particular funding opportunity. However, no funding opportunity should be available for less than 30 calendar days unless the Federal agency determines that exigent circumstances justify this.

(c) ***Full text of funding opportunities.***

(1) The Federal agency must include the information in Appendix I for every funding opportunity.

(2) Federal agencies should ensure that funding opportunities are written using plain language. To the extent possible Federal agencies must streamline opportunities to make them accessible, particularly for funding opportunities that are new, targeted to underserved communities, or intended to reach inexperienced applicants.

(3) To reduce application burden, Federal agencies should consider whether programmatic or administrative requirements specific to the agency, program, or funding opportunity must be met at the time of application or as a requirement of receiving a Federal award.

## § 200.205 Federal agency review of merit of proposals.

Unless prohibited by Federal statute, the Federal agency must design and execute a merit review process of applications for discretionary Federal awards. The objective of a merit review process is to select recipients most likely to be successful in delivering results based on the program objectives as outlined in section § 200.202. A

merit review is an objective process of evaluating Federal award applications in accordance with the written standards of the Federal agency. These standards should identify the number of people the agency requires to participate in the merit review process and provide opportunities for a diverse group of participants, including those representing underserved communities. The merit review process explained in this section must be described or incorporated by reference in the applicable funding opportunity. See appendix I to this part. See also § 200.204. The Federal agency must also periodically review its merit review process.

## § 200.206 Federal agency review of risk posed by applicants.

(a) ***Review of OMB-designated repositories of government-wide data.***

(1) Prior to making a Federal award, the Federal agency is required to review eligibility information for applicants and financial integrity information for applicants available in OMB-designated databases per the Payment Integrity Information Act of 2019 (Pub. L. 116-117), the "Do Not Pay Initiative" (31 U.S.C. 3354), and 41 U.S.C. 2313.

(2) The Federal agency is required to review the responsibility and qualification records available in the non-public segment of the System for Award Management (*SAM.gov*) prior to making a Federal award where the Federal share is expected to exceed the simplified acquisition threshold, defined at 41 U.S.C. 134, over the period of performance. See 41 U.S.C. 2313. The Federal agency must consider all of the information available in *SAM.gov* with regard to the applicant and any immediate highest-level owner, predecessor (meaning, an organization that is replaced by a successor), or subsidiary, identified for that applicant in *SAM.gov*. See Public Law 112-239, National Defense Authorization Act for Fiscal Year 2013; 41 U.S.C. 2313(d). The information in the system for a prior recipient of a Federal award must demonstrate a satisfactory record of administering programs or activities under Federal financial assistance or procurement awards, and integrity and business ethics. The Federal agency may make a Federal award to a recipient that does not fully meet these standards if it is determined that the information is not relevant to the Federal award under consideration or there are specific conditions that can appropriately mitigate the risk associated with the recipient in accordance with § 200.208.

(b) ***Risk Assessment.***

(1) The Federal agency must establish and maintain policies and procedures for conducting a risk assessment to evaluate the risks posed by applicants before issuing Federal awards. This assessment helps identify risks that may affect the advancement toward or the achievement of a project's goals and objectives. Risk assessments assist Federal managers in determining appropriate resources and time to devote to project oversight and monitor recipient progress. This assessment may incorporate elements such as the quality of the application, award amount, risk associated with the program, cybersecurity risks, fraud risks, and impacts on local jobs and the community. If the Federal agency determines that the Federal award will be made, specific conditions that address the assessed risk may be implemented in the Federal award. The risk criteria to be evaluated must be described in the announcement of the funding opportunity described in § 200.204.

(2) In evaluating risks posed by applicants, the Federal agency should consider the following items:

(i) ***Financial stability.*** The applicant's record of effectively managing financial risks, assets, and resources;

(ii) ***Management systems and standards.*** Quality of management systems and ability to meet the management standards prescribed in this part;

(iii) ***History of performance.*** The applicant's record of managing previous and current Federal awards, including compliance with reporting requirements and conformance to the terms and conditions of Federal awards, if applicable;

(iv) ***Audit reports and findings.*** Reports and findings from audits performed under subpart F or the reports and findings of any other available audits, if applicable; and

(v) ***Ability to effectively implement requirements.*** The applicant's ability to effectively implement statutory, regulatory, or other requirements imposed on recipients of Federal awards.

(c) ***Adjustments to the Risk Assessment.*** The Federal agency may modify the risk assessment at any time during the period of performance, which may justify changes to the terms and conditions of the Federal award. See § 200.208.

(d) ***Suspension and debarment compliance.*** The Federal agency must comply with the government-wide suspension and debarment guidance in 2 CFR part 180 and individual Federal agency suspension and debarment requirements in title 2 of the Code of Federal Regulations. Federal agencies must also require recipients to comply with these requirements. These requirements restrict making Federal awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from receiving Federal awards or participating in Federal awards.

## § 200.207 Standard application requirements.

(a) ***Paperwork clearances.*** The Federal agency may only use application information collections approved by OMB under the Paperwork Reduction Act of 1995 and OMB's implementing regulations in 5 CFR part 1320 and in alignment with OMB-approved, government-wide data elements available from the OMB-designated standards lead. Examples of application information collections approved by OMB include the Standard Forms 424 (SF-424), which is available on *Grants.gov*, and the Biographical Sketch Common Form (OMB Control Number 3145-0279), which Federal agencies should use to collect biographical sketches and other disclosure information from award applicants. OMB will authorize additional information collections only on a limited basis and consistent with these requirements.

(b) ***Information collection.*** The Federal agency may inform applicants that they do not need to provide certain information already being collected through other means.

## § 200.208 Specific conditions.

(a) Federal agencies are responsible for ensuring that specific Federal award conditions and performance expectations are consistent with the program design (See § 200.202 and § 200.301).

(b) The Federal agency or pass-through entity may adjust specific conditions in the Federal award based on an analysis of the following factors:

(1) Review of OMB-designated repositories of government-wide data (for example, *SAM.gov*) or review of its risk assessment (See § 200.206);

(2) The recipient's or subrecipient's history of compliance with the terms and conditions of Federal awards;

(3) The recipient's or subrecipient's ability to meet expected performance goals as described in § 200.211; or

(4) A determination of whether a recipient or subrecipient has inadequate financial capability to perform the Federal award.

(c) Specific conditions may include the following:

(1) Requiring payments as reimbursements rather than advance payments;

(2) Withholding authority to proceed to the next phase until receipt of evidence of acceptable performance;

(3) Requiring additional or more detailed financial reports;

(4) Requiring additional project monitoring;

(5) Requiring the recipient or subrecipient to obtain technical or management assistance; or

(6) Establishing additional prior approvals.

(d) Prior to imposing specific conditions, the Federal agency or pass-through entity must notify the recipient or subrecipient as to:

(1) The nature of the specific condition(s);

(2) The reason why the specific condition(s) is being imposed;

(3) The nature of the action needed to remove the specific condition(s);

(4) The time allowed for completing the actions; and

(5) The method for requesting the Federal agency or pass-through entity to reconsider imposing a specific condition.

(e) Any specific conditions must be promptly removed once the conditions that prompted them have been satisfied.

## § 200.209 Certifications and representations.

Unless prohibited by the U.S. Constitution, Federal statutes, or regulations, a Federal agency or pass-through entity is authorized to require a recipient to submit annual certifications and representations. Submission may be required more frequently if a recipient or subrecipient fails to meet a requirement of a Federal award. When a recipient is provided an exception to the requirements of 2 CFR 25.110, the recipient must submit the appropriate assurance form (for example, SF-424B).

## § 200.210 Pre-award costs.

For requirements on costs incurred by the applicant prior to the start date of the period of performance of the Federal award, see § 200.458.

## § 200.211 Information contained in a Federal award.

The Federal award must include the following information:

(a) ***Federal award performance goals.*** Where applicable, performance goals, indicators, targets, and baseline data must be included in the Federal award. The Federal agency must also specify in the terms and conditions of the Federal award how performance will be assessed, including the timing and scope of expected performance. See §§ 200.202 and 200.301 for more information on Federal award performance goals.

(b) ***General Federal award information.*** The Federal agency must include the following information in each Federal award:

(1) Recipient Name (which must match the name associated with its unique entity identifier as defined at 2 CFR 25.400);

(2) Recipient's Unique Entity Identifier;

(3) Unique Federal Award Identification Number (FAIN);

(4) Federal Award Date (see Federal award date in § 200.1);

(5) Period of Performance Start and End Date;

(6) Budget Period Start and End Date;

(7) Amount of Federal Funds Obligated by this Action;

(8) Total Amount of Federal Funds Obligated;

(9) Total Approved Cost Sharing, where applicable;

(10) Total Amount of the Federal Award including approved Cost Sharing;

(11) Budget Approved by the Federal Agency;

(12) Federal Award Description (to comply with statutory requirements (for example, FFATA));

(13) Name of the Federal agency (including contact information for the awarding official);

(14) Assistance Listings Number and Title;

(15) Identification of whether the Award is R&D; and

(16) Indirect Cost Rate for the Federal award (including if the de minimis rate is charged per § 200.414).

(c) ***General terms and conditions.***

(1) Federal agencies must incorporate the following general terms and conditions either in the Federal award or by reference, as applicable:

(i) ***Administrative requirements.*** Administrative requirements implemented by the Federal agency as specified in this part.

(ii) ***National policy requirements.*** These include statutory, executive order, other Presidential directive, or regulatory requirements that apply by specific reference and are not program-specific. See § 200.300 Statutory and national policy requirements.

(iii) ***Recipient integrity and performance matters.*** When the total Federal share of the Federal award may include more than $500,000 over the period of performance, the Federal agency must include the terms and conditions available in Appendix XII. See also § 200.113.

(iv) ***Future budget periods.*** When it is anticipated that the period of performance will include multiple budget periods, the Federal agency must indicate that subsequent budget periods are subject to the availability of funds, program authority, satisfactory performance, and compliance with the terms and conditions of the Federal award.

(v) ***Termination provisions.*** Federal agencies must inform recipients of the termination provisions in § 200.340, including the applicable termination provisions in the Federal agency's regulations or terms and conditions of the Federal award.

(2) The Federal award must incorporate, by reference, all general terms and conditions of the Federal award, which must be maintained on the Federal agency's website.

(3) The Federal agency must provide a copy of the full text of the general terms and conditions if a recipient requests it.

(4) The Federal agency must maintain an archive of previous versions of the general terms and conditions, with effective dates, for use by a recipient, auditors, or others. The archive should be located on the Federal agency's website in the same place where current terms and conditions are available.

(d) ***Federal award specific terms and conditions.*** The Federal agency must include in each Federal award any specific terms and conditions that are in addition to the general terms and conditions. See also § 200.208. For loan and loan guarantee programs, the Federal agency must specify whether or not the Federal award has continuing compliance requirements. Whenever practicable, these specific terms and conditions should also be available on the Federal agency's website and in notices of funding opportunities (as outlined in § 200.204).

(e) ***Federal agency requirements.*** Any other information required by the Federal agency.

## § 200.212 Public access to Federal award information.

(a) Except as noted in paragraph (c) of this section, the Federal agency must publish the required Federal award information on *USAspending.gov* in accordance with the guidance provided by OMB and the U.S. Department of the Treasury's Government-wide Spending Data Model (GSDM).

(b) All responsibility and qualification records posted in *SAM.gov* will be publicly available after a waiting period of 14 calendar days, except for:

(1) Past performance reviews required by Federal Government contractors (See Federal Acquisition Regulation (FAR) 48 CFR part 42, subpart 42.15);

(2) Information that was entered prior to April 15, 2011; or

(3) Information that is withdrawn during the 14-calendar day waiting period by a Federal agency.

(c) Nothing in this section may be construed as requiring the publication of information otherwise exempt under the Freedom of Information Act (5 U.S.C. 552), or controlled unclassified information pursuant to Executive Order 13556.

## § 200.213 Reporting a determination that an applicant is not qualified for a Federal award.

(a) The Federal agency must report in *SAM.gov* if it does not make a Federal award to an applicant because it determines that the applicant does not meet the minimum qualification standards as described in § 200.206(a)(2). The Federal agency must report that determination only if all of the following apply:

(1) The only basis for the determination is the applicant's prior record of performance on administering Federal awards or its record of integrity and business ethics, as described in § 200.206(a)(2) (meaning, the applicant was determined to be qualified based on all factors other than those two standards); and

(2) The total Federal share of the Federal award was expected to exceed the simplified acquisition threshold over the period of performance.

(b) The Federal agency is not required to report a determination that an applicant is not qualified for a Federal award if they issue the Federal award in accordance with the requirements of § 200.208.

(c) If the Federal agency reports a determination that an applicant is not qualified for a Federal award, the Federal agency also must notify the applicant that:

(1) The determination was made and reported in *SAM.gov*. The notification from the Federal agency to the applicant should also provide a brief explanation for the determination;

(2) The information will be kept in the system for a period of five years from the date of the determination and then archived (See section 872 of Public Law 110-417, as amended, codified at 41 U.S.C. 2313);

(3) Each Federal agency that considers making a Federal award to the applicant during that five-year period will consider that information in determining the applicant's qualification to receive a Federal award when the total Federal share of a Federal award is expected to exceed the simplified acquisition threshold over the period of performance;

(4) The applicant may review the responsibility and qualification records accessible in *SAM.gov* and comment on any information the system contains about the applicant; and

(5) Federal agencies must consider the applicant's comments in determining whether the applicant is qualified for a future Federal award.

(d) If the Federal agency enters information into *SAM.gov* about a determination that an applicant is not qualified for a Federal award and subsequently:

(1) Learns that any of that information is erroneous, the Federal agency must correct the information in the system within three business days; and

(2) Obtains an update to that information that could be helpful to other Federal agencies, the Federal agency should amend the information in the system within 30 days.

(e) Federal agencies must not post any information that will be made publicly available in the non-public segment of the responsibility and qualification records that is covered by a disclosure exemption under the Freedom of Information Act. If a recipient asserts within seven calendar days to a Federal agency that some or all of the publicly available information is covered by a disclosure exemption under the Freedom of Information Act, the Federal agency that posted the information must remove the posting within seven calendar days of receiving the assertion. Prior to reposting the releasable information, the Federal agency must resolve the issue in accordance with the agency's Freedom of Information Act procedures.

## § 200.214 Suspension and debarment.

Recipients and subrecipients are subject to the nonprocurement debarment and suspension regulations implementing Executive Orders 12549 and 12689, as well as 2 CFR part 180. The regulations in 2 CFR part 180 restrict making Federal awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from receiving or participating in Federal awards.

## § 200.215 Never contract with the enemy.

Federal agencies, recipients, and subrecipients are subject to the guidance implementing Never Contract with the Enemy in 2 CFR part 183. The guidance in 2 CFR part 183 affects covered contracts, grants, and cooperative agreements that are expected to exceed $50,000 during the period of performance, are performed outside the United States and its territories, and are in support of a contingency operation in which members of the Armed Forces are actively engaged in hostilities.

## § 200.216 Prohibition on certain telecommunications and video surveillance equipment or services.

(a) Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:

(1) Procure or obtain covered telecommunications equipment or services;

(2) Extend or renew a contract to procure or obtain covered telecommunications equipment or services; or

(3) Enter into a contract (or extend or renew a contract) to procure or obtain covered telecommunications equipment or services.

(b) As described in section 889 of Public Law 115-232, “covered telecommunications equipment or services” means any of the following:

(1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);

(2) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);

(3) Telecommunications or video surveillance services provided by such entities or using such equipment;

(4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country;

(c) For the purposes of this section, “covered telecommunications equipment or services” also include systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

(d) In implementing the prohibition under section 889 of Public Law 115-232, heads of executive agencies administering loan, grant, or subsidy programs must prioritize available funding and technical support to assist affected businesses, institutions, and organizations as is reasonably necessary for those affected entities to transition from covered telecommunications equipment or services, to procure replacement equipment or services, and to ensure that communications service to users and customers is sustained.

(e) When the recipient or subrecipient accepts a loan or grant, it is certifying that it will comply with the prohibition on covered telecommunications equipment and services in this section. The recipient or subrecipient is not required to certify that funds will not be expended on covered telecommunications equipment or services beyond the certification provided upon accepting the loan or grant and those provided upon submitting payment requests and financial reports.

(f) For additional information, see section 889 of Public Law 115-232 and § 200.471.

## § 200.217 Whistleblower protections.

An employee of a recipient or subrecipient must not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in paragraph (a)(2) of 41 U.S.C. 4712 information that the employee reasonably believes is evidence of gross mismanagement of a Federal contract or grant, a gross waste of Federal funds, an abuse of authority relating to a Federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a Federal contract (including the competition for or negotiation of a contract) or grant. The recipient and subrecipient must inform their employees in writing of employee whistleblower rights and protections under 41 U.S.C. 4712. See statutory requirements for whistleblower protections at 10 U.S.C. 4701, 41 U.S.C. 4712, 41 U.S.C. 4304, and 10 U.S.C. 4310.

# Subpart D—Post Federal Award Requirements

## § 200.300 Statutory and national policy requirements.

(a) The Federal agency or pass-through entity must manage and administer the Federal award in a manner so as to ensure that Federal funding is expended and associated programs are implemented in full accordance with the U.S. Constitution, applicable Federal statutes and regulations—including provisions protecting free speech, religious liberty, public welfare, and the environment, and those prohibiting discrimination—and the requirements of this part. The Federal agency or pass-through entity must communicate to a recipient or subrecipient all relevant requirements, including those contained in general appropriations provisions, and incorporate them directly or by reference in the terms and conditions of the Federal award.

(b) In administering Federal awards that are subject to a Federal statute prohibiting discrimination based on sex, the Federal agency or pass-through entity must ensure that the award is administered in a way that does not unlawfully discriminate based on sexual orientation or gender identity if the statute's prohibition on sex discrimination encompasses discrimination based on sexual orientation and gender identity consistent with the Supreme Court's reasoning in *Bostock* v. *Clayton County,* 140 S. Ct. 1731 (2020).

(c) In administering awards in accordance with the U.S. Constitution, the Federal agency must take account of the heightened constitutional scrutiny that may apply under the Constitution's Equal Protection guarantee for government action that provides differential treatment based on protected characteristics.

## § 200.301 Performance measurement.

(a) The Federal agency must measure the recipient's performance to show achievement of program goals and objectives, share lessons learned, improve program outcomes, and foster the adoption of promising practices. The Federal agency should establish program goals and objectives during program planning and design (see § 200.202). The Federal agency should clearly communicate the specific program goals and objectives in the Federal award, including how the Federal agency will measure the achievement of the goals and objectives, the expected timeline, and information on how the recipient must report the achievement of program goals and objectives. The Federal agency should also clearly communicate in the Federal award any expected outcomes (such as outputs, service performance, or public impacts of any of these), indicators, targets, baseline data, or data collections that the recipient is responsible for measuring and reporting. The Federal agency must ensure all requirements for measuring performance align with the Federal agency's strategic goals, strategic objectives, or performance goals relevant to a program (see OMB Circular A-11, Preparation, Submission, and Execution of the Budget Part 6).

(b) When establishing performance reporting frequency and content, the Federal agency should consider what information will be necessary to measure the recipient's progress, to identify promising practices of recipients, and build the evidence upon which the Federal agency makes program and performance decisions. The Federal agency should not require additional information that is not necessary for measuring program performance and evaluation. See § 200.329 for more information on reporting program performance.

(c) The Federal agency should also specify in the Federal award any requirements of the recipients' participation in federally funded evaluations.

## § 200.302 Financial management.

(a) Each State must expend and account for the Federal award in accordance with State laws and procedures for expending and accounting for the State's funds. All recipient and subrecipient financial management systems, including records documenting compliance with Federal statutes, regulations, and the terms and conditions of the Federal award, must be sufficient to permit the preparation of reports required by the terms and conditions; and tracking expenditures to establish that funds have been used in accordance with Federal statutes, regulations, and the terms and conditions of the Federal award. See § 200.450.

(b) The recipient's and subrecipient's financial management system must provide for the following (see §§ 200.334, 200.335, 200.336, and 200.337):

(1) Identification of all Federal awards received and expended and the Federal programs under which they were received. Federal program and Federal award identification must include, as applicable, the Assistance Listings title and number, Federal award identification number, year the Federal award was issued, and name of the Federal agency or pass-through entity.

(2) Accurate, current, and complete disclosure of the financial results of each Federal award or program in accordance with the reporting requirements in §§ 200.328 and 200.329. When a Federal agency or pass-through entity requires reporting on an accrual basis from a recipient or subrecipient that maintains its records other than on an accrual basis, the recipient or subrecipient must not be required to establish an accrual accounting system. This recipient or subrecipient may develop accrual data for its reports based on an analysis of the documentation on hand.

(3) Maintaining records that sufficiently identify the amount, source, and expenditure of Federal funds for Federal awards. These records must contain information necessary to identify Federal awards, authorizations, financial obligations, unobligated balances, as well as assets, expenditures, income, and interest. All records must be supported by source documentation.

(4) Effective control over and accountability for all funds, property, and assets. The recipient or subrecipient must safeguard all assets and ensure they are used solely for authorized purposes. See § 200.303.

(5) Comparison of expenditures with budget amounts for each Federal award.

(6) Written procedures to implement the requirements of § 200.305.

(7) Written procedures for determining the allowability of costs in accordance with subpart E and the terms and conditions of the Federal award.

## § 200.303 Internal controls.

The recipient and subrecipient must:

(a) Establish, document, and maintain effective internal control over the Federal award that provides reasonable assurance that the recipient or subrecipient is managing the Federal award in compliance with Federal statutes, regulations, and the terms and conditions of the Federal award. These internal controls should align with the guidance in "Standards for Internal Control in the Federal Government" issued by the Comptroller General of the United States or the "Internal Control-Integrated Framework" issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO).

(b) Comply with the U.S. Constitution, Federal statutes, regulations, and the terms and conditions of the Federal award.

(c) Evaluate and monitor the recipient's or subrecipient's compliance with statutes, regulations, and the terms and conditions of Federal awards.

(d) Take prompt action when instances of noncompliance are identified.

(e) Take reasonable cybersecurity and other measures to safeguard information including protected personally identifiable information (PII) and other types of information. This also includes information the Federal agency or pass-through entity designates as sensitive or other information the recipient or subrecipient considers sensitive and is consistent with applicable Federal, State, local, and tribal laws regarding privacy and responsibility over confidentiality.

## § 200.304 Bonds.

(a) Where the Federal Government guarantees or insures the repayment of money borrowed by the recipient, the Federal agency may require adequate bonding and insurance if the bonding and insurance requirements of the recipient are not deemed adequate to protect the interest of the Federal Government.

(b) The Federal agency may require adequate fidelity bond coverage where the recipient lacks coverage to protect the interest of the Federal Government.

(c) Where bonds, insurance, or both are required in the situations described above, the bonds and insurance must be obtained from companies holding certificates of authority issued by the U.S. Department of Treasury (see 31 CFR part 223).

## § 200.305 Federal payment.

(a) ***Payments for States.*** Payments for States are governed by Treasury-State Cash Management Improvement Act (CMIA) agreements and default procedures codified at 31 CFR part 205 and Treasury Financial Manual (TFM) 4A-2000, "Overall Disbursing Rules for All Federal Agencies."

(b) ***Payments for recipients and subrecipients other than States.*** For recipients and subrecipients other than States, payment methods must minimize the time elapsing between the transfer of funds from the Federal agency or the pass-through entity and the disbursement of funds by the recipient or subrecipient regardless of whether the payment is made by electronic funds transfer or by other means. See § 200.302(b)(6). Except as noted in this part, the Federal agency must require recipients to use only OMB-approved, government-wide information collections to request payment.

(1) The recipient or subrecipient must be paid in advance, provided it maintains or demonstrates the willingness to maintain both written procedures that minimize the time elapsing between the transfer of funds and disbursement by the recipient or subrecipient, and financial management systems that meet the standards for fund control and accountability as established in this part. Advance payments to a recipient or subrecipient must be limited to the minimum amounts needed and be timed with actual, immediate cash requirements of the recipient or subrecipient in carrying out the purpose of the approved program or project. The timing and amount of advance payments must be as close as is administratively feasible to the actual disbursements by the recipient or subrecipient for direct program or project costs and the proportionate share of any allowable indirect costs. The recipient or subrecipient must make timely payments to contractors in accordance with the contract provisions.

(2) Whenever possible, advance payment requests by the recipient or subrecipient must be consolidated to cover anticipated cash needs for all Federal awards received by the recipient from the awarding Federal agency or pass-through entity.

(i) Advance payment mechanisms must comply with 31 CFR part 208 and include, but are not limited to, Treasury checks and electronic funds transfers.

(ii) Recipients and subrecipients must be authorized to submit payment requests as often as necessary when electronic fund transfers are used or at least monthly when electronic transfers are not used. See Electronic Fund Transfer Act (15 U.S.C. 1693-1693r).

(3) Reimbursement is preferred when the requirements in paragraph (b) cannot be met, when the Federal agency or pass-through entity sets a specific condition per § 200.208, when requested by the recipient or subrecipient, when a Federal award is for construction, or when a significant portion of the construction project is accomplished through private market financing or Federal loans and the Federal award constitutes a minor portion of the project. When the reimbursement method is used, the Federal agency or pass-through entity must make payment within 30 calendar days after receipt of the payment request unless the Federal agency or pass-through entity reasonably believes the request to be improper.

(4) If the recipient or subrecipient cannot meet the criteria for advance payments and the Federal agency or pass-through entity has determined that reimbursement is not feasible because the recipient or subrecipient lacks sufficient working capital, the Federal agency or pass-through entity may provide cash on a working capital advance basis. Under this procedure, the Federal agency or pass-through entity must advance cash payments to the recipient or subrecipient to cover its estimated disbursement needs for an initial period generally aligned to the recipient's or

subrecipient's disbursing cycle. After that, the Federal agency or pass-through entity must reimburse the recipient or subrecipient for its actual cash disbursements. Use of the working capital advance payment method requires that the pass-through entity provide timely advance payments to any subrecipients to meet the subrecipient's actual cash disbursements. The pass-through entity must not use the working capital advance method of payment if the reason for using this method is the unwillingness or inability of the pass-through entity to provide timely advance payments to the subrecipient to meet the subrecipient's actual cash disbursements.

(5) If available, the recipient or subrecipient must disburse funds available from program income (including repayments to a revolving fund), rebates, refunds, contract settlements, audit recoveries, and interest earned on Federal funds before requesting additional cash payments.

(6) Payments for allowable costs must not be withheld at any time during the period of performance unless required by Federal statute, regulations, or in one of the following instances:

(i) The recipient or subrecipient has failed to comply with the terms and conditions of the Federal award; or

(ii) The recipient or subrecipient is delinquent in a debt to the United States as defined in OMB Circular A-129, “Policies for Federal Credit Programs and Non-Tax Receivables.” Under such conditions, the Federal agency or pass-through entity may, after providing reasonable notice, withhold payments to the recipient or subrecipient for financial obligations incurred after a specified date until the conditions are corrected or the debt is repaid to the Federal Government.

(7) A payment withheld for failure to comply with the terms and conditions of the Federal award must be released to the recipient or subrecipient upon subsequent compliance. When a Federal award is suspended, payment adjustments must be made in accordance with § 200.343.

(8) A payment must not be made to a recipient or subrecipient for amounts that the recipient or subrecipient withholds from contractors to assure satisfactory completion of work. Payment must be made when the recipient or subrecipient disburses the withheld funds to the contractors or to escrow accounts established to ensure satisfactory completion of work.

(9) The Federal agency or pass-through entity must not require separate depository accounts for funds provided to the recipient or subrecipient or establish any eligibility requirements for depositories. However, the recipient or subrecipient must be able to account for all Federal funds received, obligated, and expended.

(10) Advance payments of Federal funds must be deposited and maintained in insured accounts whenever possible.

(11) The recipient or subrecipient must maintain advance payments of Federal funds in interest-bearing accounts unless one of the following applies:

(i) The recipient or subrecipient receives less than $250,000 in Federal funding per year;

(ii) The best available interest-bearing account would not reasonably be expected to earn interest in excess of $500 per year on Federal cash balances;

(iii) The depository would require an average or minimum balance so high that it would not be feasible with the expected Federal and non-Federal cash resources;

(iv) A foreign government or banking system prohibits or precludes interest-bearing accounts; or

(v) An interest-bearing account is not readily accessible (for example, due to public or political unrest in a foreign country).

(12) The recipient or subrecipient may retain up to $500 per year of interest earned on Federal funds to use for administrative expenses of the recipient or subrecipient. Any additional interest earned on Federal funds must be returned annually to the Department of Health and Human Services Payment Management System (PMS) through either the Automated Clearing House (ACH) network or a Fedwire Funds Service payment. All interest in excess of $500 per year must be returned to PMS regardless of whether the recipient or subrecipient was paid through PMS. Instructions for returning interest can be found at *https://pms.psc.gov/grant-recipients/returning-funds-interest.html*.

(13) All other Federal funds must be returned to the payment system of the Federal agency. Returns should follow the instructions provided by the Federal agency. All returns to PMS should follow the instructions provided at *https://pms.psc.gov/grant-recipients/returning-funds-interest.html*.

## § 200.306 Cost sharing.

(a) Voluntary committed cost sharing is not expected under Federal research grants. The Federal agency may not use voluntary committed cost sharing as a factor during the merit review of applications or proposals for Federal research grants unless authorized by Federal statutes or agency regulations and specified in the notice of funding opportunity. Federal agencies are also discouraged from using voluntary committed cost sharing as a factor during the merit review of applications for other Federal financial assistance programs. If voluntary committed cost sharing is used for this purpose for other programs, the notice of funding opportunity must specify how an applicant's proposed cost sharing will be considered. See §§ 200.414, 200.204, and Appendix I.

(b) For all Federal awards, the Federal agency or pass-through entity must accept any cost sharing funds (including cash and third-party in-kind contributions, and also including funds committed by the recipient, subrecipient, or third parties) as part of the recipient's or subrecipient's contributions to a program when the funds:

(1) Are verifiable in the recipient's or subrecipient's records;

(2) Are not included as contributions for any other Federal award;

(3) Are necessary and reasonable for achieving the objectives of the Federal award;

(4) Are allowable under subpart E;

(5) Are not paid by the Federal Government under another Federal award, except where the program's Federal authorizing statute specifically provides that Federal funds made available for the program can be applied to cost sharing requirements of other Federal programs;

(6) Are provided for in the approved budget when required by the Federal agency; and

(7) Conform to other applicable provisions of this part.

(c) Unrecovered indirect costs, including indirect costs on cost sharing, may be included as part of cost sharing with the prior approval of the Federal agency or pass-through entity. Unrecovered indirect cost means the difference between the amount charged to the Federal award and the amount which could have been charged to the Federal award under the recipient's or subrecipient's approved indirect cost rate.

(d) Values for recipient or subrecipient contributions of services and property must be established in accordance with the cost principles in subpart E. When a Federal agency or pass-through entity authorizes the recipient or subrecipient to donate buildings or land for construction/facilities acquisition projects or long-term use, the value of the donated property for cost sharing must be the lesser of paragraph (d)(1) or (2) below.

(1) The value of the remaining life of the property recorded in the recipient's or subrecipient's accounting records at the time of donation.

(2) The current fair market value. However, when there is sufficient justification, the Federal agency or pass-through may approve using the current fair market value of the donated property, even if it exceeds the value described in paragraph (d)(1) at the time of donation.

(e) Volunteer services furnished by third-party professional and technical personnel, consultants, and other labor may be counted as cost sharing if the service is necessary for the program. Rates for third-party volunteer services must be consistent with those paid for similar work by the recipient or subrecipient. When the required skills are not found in the recipient's or subrecipient's workforce, rates must be consistent with those paid for similar work in the labor market where the recipient or subrecipient competes for the services involved. In either case, fringe benefits that are allowable, allocable, and reasonable may be included in the valuation.

(f) When a third-party organization furnishes the services of an employee, these services must be valued at the employee's regular rate of pay plus an amount of fringe benefits that is reasonable, necessary, allocable, and otherwise allowable, and indirect costs at either the third-party organization's approved federally-negotiated indirect cost rate or, a rate in accordance with § 200.414(d) provided these services employ the same skill(s) for which the employee is normally paid. Where donated services are treated as indirect costs, indirect cost rates will separate the value of the donated services so that reimbursement for the donated services will not be made.

(g) Donated property from third parties may include items such as equipment, office supplies, laboratory supplies, or workshop and classroom supplies. The assessed value of donated property included as cost sharing must not exceed the property's fair market value at the time of the donation.

(h) The method used for determining the value of donated equipment, buildings, and land for which title passes to the recipient or subrecipient may differ according to the following:

(1) If the purpose of the Federal award is to assist the recipient or subrecipient in acquiring equipment, buildings, or land, the aggregate value of the donated property may be claimed as cost sharing.

(2) If the purpose of the Federal award is to support activities that require the use of equipment, buildings, or land, only depreciation charges for equipment and buildings may be made. However, the fair market value of equipment or other capital assets and fair rental charges for land may be allowed if provided in the terms and conditions of the Federal award. See § 200.420.

(i) The value of donated property must be determined in accordance with the accounting policies of the recipient or subrecipient with the following qualifications:

(1) The value of donated land and buildings must not exceed its fair market value at the time of donation to the recipient or subrecipient as established by an independent appraiser (for example, certified real property appraiser or General Services Administration representative) and certified by a responsible official of the recipient or subrecipient as required by the Uniform Relocation Assistance

and Real Property Acquisition Policies Act of 1970, as amended, (42 U.S.C. 4601-4655) except as provided in the implementing regulations at 49 CFR part 24, "Uniform Relocation Assistance And Real Property Acquisition For Federal And Federally-Assisted Programs."

(2) The value of donated equipment must not exceed the fair market value at the time of donation.

(3) The value of donated space must not exceed the fair rental value of comparable space as established by an independent appraisal of comparable space and facilities in a privately-owned building in the same locality.

(4) The value of loaned equipment must not exceed its fair rental value.

(j) The fair market value of third-party in-kind contributions must be documented and, to the extent feasible, supported by the same methods used internally by the recipient or subrecipient.

(k) For institutions of higher education (IHE), voluntary uncommitted cost sharing should be treated differently from mandatory or voluntary committed cost sharing. Voluntary uncommitted cost sharing should not be included in the organized research base for computing the indirect cost rate or reflected in any allocation of indirect costs. Voluntary uncommitted cost sharing includes faculty-donated additional time above that agreed to as part of the award. See OMB memorandum M-01-06, dated January 5, 2001, Clarification of OMB A-21 Treatment of Voluntary Uncommitted Cost Sharing and Tuition Remission Costs.

## § 200.307 Program income.

(a) ***General.*** The recipient or subrecipient is encouraged to earn income to defray program costs when appropriate. Program income must be used for the original purpose of the Federal award. Program income earned during the period of performance may only be used for costs incurred during the period of performance or allowable closeout costs. See § 200.472(b). Program income must be expended prior to requesting additional Federal funds. Program income exceeding amounts specified in the Federal award may be added to or deducted from the total allowable costs in accordance with the terms and conditions of the Federal award.

(b) ***Use of program income.*** There are three methods of applying program income: deduction; addition; and cost-sharing. The Federal agency should specify what program income method(s) will be used in the terms and conditions of the Federal award. The deduction method will be used if the Federal agency does not specify a method for applying program income. When no program income method is specified in the Federal award, prior approval is required to use the addition or cost sharing methods. However, the addition method will be used when no method is specified for awards made to institutions of higher education (IHE) and nonprofit research institutions. In specifying alternatives to the deduction and addition methods, the Federal agency may distinguish between income earned by the recipient and income earned by subrecipients as well as between the sources, kinds, or amounts of income.

(1) ***Deduction.*** Program income is deducted from the total allowable costs, reducing the overall total amount of the Federal award.

(2) ***Addition.*** Program income is added to the total allowable costs, increasing the overall total amount of the Federal award.

(3) ***Cost sharing.*** Program income is used to meet the Federal award's cost sharing requirement.

(c) ***Income after the period of performance.*** There are no requirements governing the disposition of program income earned after the end of the period of performance of the Federal award unless stipulated in the Federal agency regulations or the terms and conditions of the Federal award. The Federal agency may negotiate agreements with recipients regarding appropriate uses of income earned after the end of the period of performance as part of the closeout process. See § 200.344.

(d) ***Cost of generating program income.*** If authorized by Federal regulations or the Federal award, costs incidental to generating program income may be deducted from gross income to determine program income, provided these costs have not been charged to the Federal award.

(e) ***Not considered program income.*** The following are not considered program income unless specified in Federal statutes, regulations, or the terms and conditions of the Federal award:

(1) ***Governmental revenues.*** Taxes, special assessments, levies, fines, and similar revenues the recipient or subrecipient raised.

(2) ***Property.*** Proceeds from the sale of real property, equipment, or supplies. The proceeds must be handled in accordance with the requirements of the Property Standards of §§ 200.311, 200.313, 200.314, or as explicitly identified in Federal statutes, regulations, or the terms and conditions of the Federal award.

(3) ***License fees and royalties.*** License fees and royalties for copyrighted material, patents, patent applications, trademarks, and inventions made under the Federal award subject to 37 CFR part 401.

## § 200.308 Revision of budget and program plans.

(a) ***Approved budget in general.*** The approved budget for the Federal award summarizes the financial aspects of the project or program as approved during the Federal award process. It may include the Federal share and non-Federal share or only the Federal share, as determined by the Federal agency or pass-through entity.

(b) ***Deviations from approved budget.*** The recipient or subrecipient must report deviations from the approved budget, project or program scope, or objective(s) in accordance with § 200.329. The recipient or subrecipient must request prior approvals from the Federal agency or pass-through entity for budget and program plan revisions in accordance with this section.

(c) ***Requesting approval for budget revisions.*** When requesting approval for budget revisions, the recipient or subrecipient must use the same format for budget information that was used in their application, except if the Federal agency has approved an alternative format. Alternative formats may include the use of electronic systems, email, or other agency-approved mechanisms that document the request.

(d) ***Federal agency or pass-through entity review.*** The Federal agency or pass-through entity must review the request for budget or program plan revision and should notify the recipient or subrecipient whether the revisions have been approved within 30 days of receipt of the request. The Federal agency or pass-through entity must inform the recipient or subrecipient in writing when a decision can be expected if more than 30 days is required for a review.

(e) ***Limitation on other prior approval requirements.*** Unless specified in this guidance, the Federal agency must not impose additional prior approval requirements without OMB approval. See also §§ 200.102 and 200.407.

(f) ***Revisions Requiring Prior Approval.*** A recipient or subrecipient must request prior written approval from the Federal agency or pass-through entity for the following program and budget-related reasons:

(1) Change in the scope or the objective of the project or program (even if there is no associated budget revision requiring prior written approval).

(2) Change in key personnel (including employees and contractors) that are identified by name or position in the Federal award.

(3) The disengagement from a project for more than three months, or a 25 percent reduction in time and effort devoted to the Federal award over the course of the period of performance, by the approved project director or principal investigator.

(4) The inclusion, unless waived by the Federal agency, of costs that require prior approval in accordance with subpart E as applicable.

(5) The transfer of funds budgeted for participant support costs to other budget categories.

(6) Subaward activities not proposed in the application and approved in the Federal award. A change of subrecipient only requires prior approval if the Federal agency or pass-through entity includes the requirement in the terms and conditions of the Federal award. In general, a Federal agency or pass-through entity should not require prior approval of a change of subrecipient unless the inclusion was a determining factor in the merit review or eligibility process. This requirement does not apply to procurement transactions for goods and services.

(7) Changes in the total approved cost-sharing amount.

(8) The need arises for additional Federal funds to complete the project. Before providing approval, the Federal agency must ensure that adequate funds are available to avoid a violation of the Antideficiency Act.

(9) Transferring funds between the construction and non-construction work under a Federal award.

(10) A no-cost extension (meaning, an extension of time that does not require the obligation of additional Federal funds) of the period of performance, other than any one-time extension authorized by the Federal agency in accordance with paragraph (g)(2). All requests for no-cost extensions should be submitted at least 10 calendar days before the conclusion of the period of performance. The Federal agency may approve multiple no-cost extensions under a Federal award if not prohibited by Federal statute or regulation.

(g) ***Waiver of certain prior approvals.*** Except for the requirements listed in paragraphs (f)(1) through (10), the Federal agency is authorized to waive other cost-related and administrative prior written approval requirements contained in subparts D and E. Such waivers may include authorizing recipients to do one or more of the following:

(1) ***Pre-award costs.*** Incur project costs 90 calendar days before the Federal award date. Expenses incurred more than 90 calendar days before the Federal award date require prior approval of the Federal agency. All costs incurred before the Federal award date are at the recipient's own risk (*for example,* the Federal agency is not required to reimburse such costs if the recipient does not receive the Federal award or if the Federal award is less than anticipated and inadequate to cover such costs). Pre-award costs must be charged to the initial budget period of the Federal award unless otherwise specified by the Federal agency. See also § 200.458.

(2) ***One-time extensions.*** Initiate a one-time extension of the period of performance by up to 12 months unless one or more of the conditions outlined in paragraphs (g)(2)(i) through (iii) of this section apply. Prior approval is not required if a recipient is authorized in the terms and conditions of the

Federal award to initiate a one-time extension. However, the recipient must notify the Federal agency in writing with the supporting justification and a revised period of performance at least 10 calendar days before the conclusion of the period of performance. A one-time extension may not be exercised for the sole purpose of using unobligated balances. This paragraph does not preclude the Federal agency from approving further no-cost extensions to the Federal award. One-time extensions require prior approval from the Federal agency when:

(i) The terms and conditions of the Federal award prohibit the extension;

(ii) The extension requires additional Federal funds; or

(iii) The extension involves any change in the approved scope of the project.

(3) ***Unobligated Balances.*** Carry forward unobligated balances to subsequent budget periods.

(h) ***Prior approvals for research awards.*** The prior approval requirements for the actions described in paragraph (g) of this section are automatically waived for Federal awards that support research unless stipulated in the Federal agency's regulations or terms and conditions of the Federal award. However, one-time extensions require the Federal agency's prior approval when one of the conditions in paragraph (g)(2) of this section applies.

(i) ***Transfer of funds.*** The Federal agency must not permit a transfer of funds that would cause any Federal appropriation to be used for purposes other than those consistent with the appropriation. The Federal agency may also, at its option, restrict the transfer of funds among direct cost categories (for example, personnel, travel, and supplies) or programs, functions, and activities when:

(1) The Federal share of the Federal award exceeds the simplified acquisition threshold; and

(2) The cumulative amount of a transfer exceeds or is expected to exceed 10 percent of the total budget, including cost share, as last approved by the Federal agency.

## § 200.309 Modifications to Period of Performance.

When the Federal agency or pass-through entity approves an extension to a Federal award, or if a recipient extends under § 200.308(g)(2), the period of performance will be amended to end at the completion of the extension. If termination occurs, the period of performance will be amended to end upon the effective date of termination. The start date of a renewal award begins a new and distinct period of performance.

PROPERTY STANDARDS

## § 200.310 Insurance coverage.

The recipient or subrecipient must, at a minimum, provide the equivalent insurance coverage for real property and equipment acquired or improved with Federal funds as provided to property and equipment owned by the recipient or subrecipient. Insurance is not required for Federally owned property unless required by the terms and conditions of the Federal award.

## § 200.311 Real property.

(a) ***Title.*** Subject to the requirements and conditions set forth in this section, title to real property acquired or improved under the Federal award will vest upon acquisition in the recipient or subrecipient.

(b) ***Use.*** Except as otherwise provided by Federal statutes or the Federal agency, real property must be used for the originally authorized purpose as long as it is needed for that purpose. While the property is being used for the originally authorized purpose, the recipient or subrecipient must not dispose of or encumber its title or other interests except as provided by the Federal agency. Easements for utility, cable, and similar services that benefit the real property and are consistent with the authorized use are not considered an encumbrance.

(c) ***Appraisals.*** When an appraisal of real property is required and obtained by the recipient or subrecipient, it must be conducted by an independent appraiser (for example, certified real property appraiser or General Services Administration representative) and certified by a responsible official of the recipient or subrecipient as required by the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, (42 U.S.C. 4601-4655) except as provided in the implementing regulations at 49 CFR part 24, "Uniform Relocation Assistance And Real Property Acquisition For Federal And Federally-Assisted Programs."

(d) ***Disposition.*** When real property is no longer needed for the originally authorized purpose, the recipient or subrecipient must obtain disposition instructions from the Federal agency or pass-through entity. The instructions must specify one of the following disposition methods:

(1) ***Retain title after compensating the Federal agency.*** When the recipient or subrecipient retains title to the property, it must pay the Federal agency an amount calculated by multiplying the percentage of the Federal agency's contribution towards the original purchase (and costs of any improvements) by the current fair market value of the property. However, in situations where the recipient or subrecipient is disposing of real property acquired or improved with the Federal award and acquiring replacement real property under the same Federal award, the net proceeds from the disposition may be used as an offset to the cost of the replacement property.

(2) ***Sell the property and compensate the Federal agency.*** When a recipient or subrecipient sells the property, it must pay the Federal agency an amount calculated by multiplying the percentage of the Federal agency's contribution towards the original purchase (and cost of any improvements) by the proceeds of the sale after deducting any actual and reasonable expenses paid to sell or fix up the property for sale. When the Federal award has not been closed out, the net proceeds from the sale may be offset against the original cost of the property. When directed to sell the property, the recipient or subrecipient must sell the property utilizing procedures that provide for competition to the extent practicable and that result in the highest possible return.

(3) ***Transfer title to the Federal agency or a third party designated/approved by the Federal agency.*** When a recipient or subrecipient transfers title to the property to a Federal agency or third party designated or approved by the Federal agency, the recipient or subrecipient is entitled to be paid an amount calculated by multiplying the percentage of the recipient's or subrecipient's contribution towards the original purchase of the real property (and cost of any improvements) by the current fair market value of the property.

## § 200.312 Federally owned and exempt property.

(a) Title to Federally owned property remains vested in the Federal Government. The recipient or subrecipient must submit an inventory listing of Federally owned property in its custody to the Federal agency or pass-through entity on an annual basis. The recipient or subrecipient must request disposition instructions from the Federal agency or pass-through entity upon completion of the Federal award or when the property is no longer needed.

(b) If the Federal agency has no further need for the property, it must declare the property excess and report it for disposal to the appropriate Federal disposal authority unless the Federal agency has statutory authority to dispose of the property by alternative methods (*for example,* the authority provided by the Federal Technology Transfer Act (15 U.S.C. 3710(i)). The Federal agency or pass-through entity must issue appropriate instructions to the recipient or subrecipient.

(c) Exempt property means property acquired under the Federal award where the Federal agency has chosen to vest title to the property to the recipient or subrecipient without further responsibility to the Federal Government. The Federal agency may only exercise this option when permitted by Federal statute and set forth in the terms and conditions of the Federal award. Absent statutory authority and specific terms and conditions of the Federal award, the title to exempt property acquired under the Federal award remains with the Federal Government.

## § 200.313 Equipment.

See also § 200.439.

(a) ***Title.*** Title to equipment acquired under the Federal award will vest upon acquisition in the recipient or subrecipient subject to the conditions of this section. This title must be a conditional title unless a Federal statute specifically authorizes the Federal agency to vest title in the recipient or subrecipient without further responsibility to the Federal Government (and the Federal agency elects to do so). A conditional title means a clear title is withheld by the Federal agency until conditions and requirements specified in the terms and conditions of a Federal award have been fulfilled. Title for equipment vested in a recipient or subrecipient is subject to the following conditions:

(1) Use the equipment for the authorized purposes of the project during the period of performance or until the property is no longer needed for the purposes of the project.

(2) While the equipment is being used for the originally-authorized purpose, the recipient or subrecipient must not dispose of or encumber its title or other interests without the approval of the Federal agency or pass-through entity.

(3) Use and dispose of the property in accordance with paragraphs (b), (c), and (e) of this section.

(b) ***General.*** A State must use, manage and dispose of equipment acquired under a Federal award in accordance with State laws and procedures. Indian Tribes must use, manage, and dispose of equipment acquired under a Federal award in accordance with tribal laws and procedures. If such laws and procedures do not exist, Indian Tribes must follow the guidance in this section. Other recipients and subrecipients, including subrecipients of a State or Indian Tribe, must follow paragraphs (c) through (e) of this section.

(c) ***Use.***

(1) The recipient or subrecipient must use equipment for the project or program for which it was acquired and for as long as needed, whether or not the project or program continues to be supported by the Federal award. The recipient or subrecipient must not encumber the equipment without prior approval of the Federal agency or pass-through entity. The Federal agency may require the submission of the applicable common forms for reporting on equipment. When no longer needed for the original project or program, the equipment may be used in other activities in the following order of priority:

(i) Activities under other Federal awards from the Federal agency that funded the original program or project; then

(ii) Activities under Federal awards from other Federal agencies. These activities include consolidated equipment for information technology systems.

(2) During the time that equipment is used on the project or program for which it was acquired, the recipient or subrecipient must also make the equipment available for use on other programs or projects supported by the Federal Government, provided that such use will not interfere with the purpose for which it was originally acquired. First preference for other use of the equipment must be given to other programs or projects supported by the Federal agency that financed the equipment. Second preference must be given to programs or projects under Federal awards from other Federal agencies. Use for non-federally-funded projects is also permissible, provided such use will not interfere with the purpose for which it was originally acquired. The recipient or subrecipient should consider charging user fees as appropriate.

(3) Notwithstanding the encouragement in § 200.307 to earn program income, the recipient or subrecipient must not use equipment acquired with the Federal award to provide services for a fee that is less than a private company would charge for similar services unless specifically authorized by Federal statute. This restriction is effective as long as the Federal Government retains an interest in the equipment.

(4) When acquiring replacement equipment, the recipient or subrecipient may either trade-in or sell the equipment and use the proceeds to offset the cost of the replacement equipment.

(d) ***Management requirements.*** Regardless of whether equipment is acquired in part or its entirety under the Federal award, the recipient or subrecipient must manage equipment (including replacement equipment) utilizing procedures that meet the following requirements:

(1) Property records must include a description of the property, a serial number or another identification number, the source of funding for the property (including the FAIN), the title holder, the acquisition date, the cost of the property, the percentage of the Federal agency contribution towards the original purchase, the location, use and condition of the property, and any disposition data including the date of disposal and sale price of the property. The recipient and subrecipient are responsible for maintaining and updating property records when there is a change in the status of the property.

(2) A physical inventory of the property must be conducted, and the results must be reconciled with the property records at least once every two years.

(3) A control system must be in place to ensure safeguards for preventing property loss, damage, or theft. Any loss, damage, or theft of equipment must be investigated. The recipient or subrecipient must notify the Federal agency or pass-through entity of any loss, damage, or theft of equipment that will have an impact on the program.

(4) Regular maintenance procedures must be in place to ensure the property is in proper working condition.

(5) If the recipient or subrecipient is authorized or required to sell the property, proper sales procedures must be in place to ensure the highest possible return.

(e) ***Disposition.*** When equipment acquired under a Federal award is no longer needed for the original project, program, or for other activities currently or previously supported by a Federal agency, the recipient or subrecipient must request disposition instructions from the Federal agency or pass-through entity if required by the terms and conditions of the Federal award. Disposition of the equipment will be made as follows, in accordance with Federal agency or pass-through entity disposition instructions:

(1) Equipment with a current fair market value of $10,000 or less (per unit) may be retained, sold, or otherwise disposed of with no further responsibility to the Federal agency or pass-through entity.

(2) Except as provided in § 200.312(b), or if the Federal agency or pass-through entity fails to provide requested disposition instructions within 120 days, items of equipment with a current fair market value in excess of $10,000 (per-unit) may be retained or sold by the recipient or subrecipient. However, the Federal agency is entitled to an amount calculated by multiplying the percentage of the Federal agency's contribution towards the original purchase by the current market value or proceeds from the sale. If the equipment is sold, the Federal agency or pass-through entity may permit the recipient or subrecipient to retain, from the Federal share, $1,000 of the proceeds to cover expenses associated with the selling and handling of the equipment.

(3) The recipient or subrecipient may transfer title to the property to the Federal Government or to an eligible third party provided that the recipient or subrecipient must be entitled to compensation for its attributable percentage of the current fair market value of the property.

(4) In cases where a recipient or subrecipient fails to take appropriate disposition actions, the Federal agency or pass-through entity may direct the recipient or subrecipient to take disposition actions.

(f) ***Equipment retention.*** When included in the terms and conditions of the Federal award, the Federal agency may permit the recipient to retain equipment, or authorize a pass-through entity to permit the subrecipient to retain equipment, with no further obligation to the Federal Government unless prohibited by Federal statute or regulation.

## § 200.314 Supplies.

See also § 200.453.

(a) Title to supplies acquired under the Federal award will vest upon acquisition in the recipient or subrecipient. When there is a residual inventory of unused supplies exceeding $10,000 in aggregate value at the end of the period of performance, and the supplies are not needed for any other Federal award, the recipient or subrecipient may retain or sell the unused supplies. Unused supplies means supplies that are in new condition, not having been used or opened before. The aggregate value of unused supplies consists of all supply types, not just like-item supplies. The Federal agency or pass-through entity is entitled to compensation in an amount calculated by multiplying the percentage of the Federal agency's or pass-through entity's contribution towards the cost of the original purchase(s) by the current market value or proceeds from the sale. If the supplies are sold, the Federal agency or pass-through entity may permit the recipient or subrecipient to retain, from the Federal share, $1,000 of the proceeds to cover expenses associated with the selling and handling of the supplies.

(b) Unless expressly authorized by Federal statute, the recipient or subrecipient must not use supplies acquired with the Federal award to provide services for a fee that is less than a private company would charge for similar services. This restriction is effective as long as the Federal Government retains an interest in the supplies or as authorized by Federal statute.

## § 200.315 Intangible property.

(a) Title to intangible property acquired under a Federal award vests upon acquisition in the recipient or subrecipient. The recipient or subrecipient must use that intangible property for the originally authorized purpose and must not encumber the property without the approval of the Federal agency or pass-through entity. When no longer needed for the originally authorized purpose, disposition of the intangible property must occur in accordance with the provisions in § 200.313(e).

(b) To the extent permitted by law, the recipient or subrecipient may copyright any work that is subject to copyright and was developed, or for which ownership was acquired, under a Federal award. The Federal agency reserves a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use the work for Federal purposes and to authorize others to do so. This includes the right to require recipients and subrecipients to make such works available through agency-designated public access repositories.

(c) The recipient or subrecipient is subject to applicable regulations governing patents and inventions, including government-wide regulations in 37 CFR part 401.

(d) The Federal Government has the right to:

(1) Obtain, reproduce, publish, or otherwise use the data produced under a Federal award; and

(2) Authorize others to receive, reproduce, publish, or otherwise use the data for Federal purposes.

(e)

(1) The recipient or subrecipient must provide research data relating to published research findings produced under the Federal award and that were used by the Federal Government in developing an agency action that has the force and effect of law if requested by the Federal agency in response to a Freedom of Information Act (FOIA) request. When the Federal agency obtains the research data solely in response to a FOIA request, the Federal agency may charge the requester a fee for the cost of obtaining the research data. This fee should reflect the costs incurred by the Federal agency and the recipient or subrecipient. This fee is in addition to any fees the Federal agency may assess under the FOIA (5 U.S.C. 552(a)(4)(A)).

(2) Published research findings mean:

(i) Research findings published in a peer-reviewed scientific or technical journal; or

(ii) Research findings publicly cited by a Federal agency in developing an agency action that has the force and effect of law.

(3) Research data means the recorded factual material commonly accepted in the scientific community as necessary to validate research findings. Research data does not include any of the following:

(i) Preliminary analyses, drafts of scientific papers, plans for future research, peer reviews, or communications with colleagues. This “recorded” material excludes physical objects (for example, laboratory samples).

(ii) Trade secrets, commercial information, materials necessary to be held confidential by a researcher until they are published, or similar information which is protected under law; and

(iii) Personnel, medical, and other personally identifiable information that, if disclosed, would constitute an invasion of personal privacy. Information that could identify a particular person in a research study is not considered research data.

(f) Federal agencies should work with recipients to maximize public access to Federally funded research results and data in a manner that protects data providers' confidentiality, privacy, and security. Agencies should provide guidance to recipients to make restricted-access data available through a variety of mechanisms. FOIA may not be the most appropriate mechanism for providing access to intangible property, including Federally funded research results and data.

## § 200.316 Property trust relationship.

Real property, equipment, and intangible property acquired or improved with the Federal award must be held in trust by the recipient or subrecipient as trustee for the beneficiaries of the project or program under which the property was acquired or improved. The Federal agency or pass-through entity may require the recipient or subrecipient to record liens or other appropriate notices of record to indicate that personal or real property has been acquired or improved with a Federal award and that use and disposition conditions apply to the property.

PROCUREMENT STANDARDS

## § 200.317 Procurements by States and Indian Tribes.

When conducting procurement transactions under a Federal award, a State or Indian Tribe must follow the same policies and procedures it uses for procurements with non-Federal funds. If such policies and procedures do not exist, States and Indian Tribes must follow the procurement standards in §§ 200.318 through 200.327. In addition to its own policies and procedures, a State or Indian Tribe must also comply with the following procurement standards: §§ 200.321, 200.322, 200.323, and 200.327. All other recipients and subrecipients, including subrecipients of a State or Indian Tribe, must follow the procurement standards in §§ 200.318 through 200.327.

## § 200.318 General procurement standards.

(a) ***Documented procurement procedures.*** The recipient or subrecipient must maintain and use documented procedures for procurement transactions under a Federal award or subaward, including for acquisition of property or services. These documented procurement procedures must be consistent with State, local, and tribal laws and regulations and the standards identified in §§ 200.317 through 200.327.

(b) ***Oversight of contractors.*** Recipients and subrecipients must maintain oversight to ensure that contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders. See also § 200.501(h).

(c) ***Conflicts of interest.***

(1) The recipient or subrecipient must maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award, and administration of contracts. No employee, officer, agent, or board member with a real or apparent conflict of interest may participate in the selection, award, or administration of a contract supported by the Federal award. A conflict of interest includes when the employee, officer, agent, or board member, any member of their immediate family, their partner, or an organization that employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from an entity considered for a contract. An employee, officer, agent, and board member of the recipient or subrecipient may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors. However, the recipient or subrecipient may set standards for

situations where the financial interest is not substantial or a gift is an unsolicited item of nominal value. The recipient's or subrecipient's standards of conduct must also provide for disciplinary actions to be applied for violations by its employees, officers, agents, or board members.

(2) If the recipient or subrecipient has a parent, affiliate, or subsidiary organization that is not a State, local government, or Indian Tribe, the recipient or subrecipient must also maintain written standards of conduct covering organizational conflicts of interest. Organizational conflicts of interest mean that because of relationships with a parent company, affiliate, or subsidiary organization, the recipient or subrecipient is unable or appears to be unable to be impartial in conducting a procurement action involving a related organization.

(d) ***Avoidance of unnecessary or duplicative items.*** The recipient's or subrecipient's procedures must avoid the acquisition of unnecessary or duplicative items. Consideration should be given to consolidating or breaking out procurements to obtain a more economical purchase. When appropriate, an analysis should be made between leasing and purchasing property or equipment to determine the most economical approach.

(e) ***Procurement arrangements using strategic sourcing.*** When appropriate for the procurement or use of common or shared goods and services, recipients and subrecipients are encouraged to enter into State and local intergovernmental agreements or inter-entity agreements for procurement transactions. These or similar procurement arrangements using strategic sourcing may foster greater economy and efficiency. Documented procurement actions of this type (using strategic sourcing, shared services, and other similar procurement arrangements) will meet the competition requirements of this part.

(f) ***Use of excess and surplus Federal property.*** The recipient or subrecipient is encouraged to use excess and surplus Federal property instead of purchasing new equipment and property when it is feasible and reduces project costs.

(g) ***Use of value engineering clauses.*** When practical, the recipient or subrecipient is encouraged to use value engineering clauses in contracts for construction projects of sufficient size to offer reasonable opportunities for cost reductions. Value engineering means analyzing each contract item or task to ensure its essential function is provided at the overall lowest cost.

(h) ***Responsible contractors.*** The recipient or subrecipient must award contracts only to responsible contractors that possess the ability to perform successfully under the terms and conditions of a proposed contract. The recipient or subrecipient must consider contractor integrity, public policy compliance, proper classification of employees (see the Fair Labor Standards Act, 29 U.S.C. 201, chapter 8), past performance record, and financial and technical resources when conducting a procurement transaction. See also § 200.214.

(i) ***Procurement records.*** The recipient or subrecipient must maintain records sufficient to detail the history of each procurement transaction. These records must include the rationale for the procurement method, contract type selection, contractor selection or rejection, and the basis for the contract price.

(j) ***Time-and-materials type contracts.***

(1) The recipient or subrecipient may use a time-and-materials type contract only after a determination that no other contract is suitable and if the contract includes a ceiling price that the contractor exceeds at its own risk. Time-and-materials type contract means a contract whose cost to a recipient or subrecipient is the sum of:

(i) The actual cost of materials; and

(ii) Direct labor hours charged at fixed hourly rates that reflect wages, general and administrative expenses, and profit.

(2) Because this formula generates an open-ended contract price, a time-and-materials contract provides no positive profit incentive to the contractor for cost control or labor efficiency. Therefore, each contract must set a ceiling price that the contractor exceeds at its own risk. Further, the recipient or subrecipient awarding such a contract must assert a high degree of oversight to obtain reasonable assurance that the contractor is using efficient methods and effective cost controls.

(k) ***Settlement of contractual and administrative issues.*** The recipient or subrecipient is responsible for the settlement of all contractual and administrative issues arising out of its procurement transactions. These issues include, but are not limited to, source evaluation, protests, disputes, and claims. These standards do not relieve the recipient or subrecipient of any contractual responsibilities under its contracts. The Federal agency will not substitute its judgment for that of the recipient or subrecipient unless the matter is primarily a Federal concern. The recipient or subrecipient must report violations of law to the Federal, State, or local authority with proper jurisdiction.

(l) ***Examples of labor and employment practices.***

(1) The procurement standards in this subpart do not prohibit recipients or subrecipients from:

(i) Using Project Labor Agreements (PLAs) or similar forms of pre-hire collective bargaining agreements;

(ii) Requiring construction contractors to use hiring preferences or goals for people residing in high-poverty areas, disadvantaged communities as defined by the Justice40 Initiative (see OMB Memorandum M-21-28), or high-unemployment census tracts within a region no smaller than the county where a federally funded construction project is located. The hiring preferences or goals should be consistent with the policies and procedures of the recipient or subrecipient, and must not prohibit interstate hiring;

(iii) Requiring a contractor to use hiring preferences or goals for individuals with barriers to employment (as defined in section 3 of the Workforce Innovation and Opportunity Act (29 U.S.C. 3102(24)), including women and people from underserved communities as defined by Executive Order 14091;

(iv) Using agreements intended to ensure uninterrupted delivery of services; using agreements intended to ensure community benefits; or

(v) Offering employees of a predecessor contractor rights of first refusal under a new contract.

(2) Recipients and subrecipients may use the practices listed in paragraph (1) if consistent with the U.S. Constitution, applicable Federal statutes and regulations, the objectives and purposes of the applicable Federal financial assistance program, and other requirements of this part.

## § 200.319 Competition.

(a) All procurement transactions under the Federal award must be conducted in a manner that provides full and open competition and is consistent with the standards of this section and § 200.320.

(b) To ensure objective contractor performance and eliminate unfair competitive advantage, contractors that develop or draft specifications, requirements, statements of work, or invitations for bids must be excluded from competing on those procurements.

(c) Examples of situations that may restrict competition include, but are not limited to:

(1) Placing unreasonable requirements on firms for them to qualify to do business;

(2) Requiring unnecessary experience and excessive bonding;

(3) Noncompetitive pricing practices between firms or between affiliated companies;

(4) Noncompetitive contracts to consultants that are on retainer contracts;

(5) Organizational conflicts of interest;

(6) Specifying only a “brand name” product instead of allowing “an equal” product to be offered and describing the performance or other relevant requirements of the procurement; and

(7) Any arbitrary action in the procurement process.

(d) The recipient or subrecipient must have written procedures for procurement transactions. These procedures must ensure that all solicitations:

(1) Are made in accordance with § 200.319(b);

(2) Incorporate a clear and accurate description of the technical requirements for the property, equipment, or service being procured. The description may include a statement of the qualitative nature of the property, equipment, or service to be procured. When necessary, the description must provide minimum essential characteristics and standards to which the property, equipment, or service must conform. Detailed product specifications should be avoided if at all possible. When it is impractical or uneconomical to clearly and accurately describe the technical requirements, a “brand name or equivalent” description of features may be used to provide procurement requirements. The specific features of the named brand must be clearly stated; and

(3) Identify any additional requirements which the offerors must fulfill and all other factors that will be used in evaluating bids or proposals.

(e) The recipient or subrecipient must ensure that all prequalified lists of persons, firms, or products used in procurement transactions are current and include enough qualified sources to ensure maximum open competition. When establishing or amending prequalified lists, the recipient or subrecipient must consider objective factors that evaluate price and cost to maximize competition. The recipient or subrecipient must not preclude potential bidders from qualifying during the solicitation period.

(f) To the extent consistent with established practices and legal requirements applicable to the recipient or subrecipient, this subpart does not prohibit recipients or subrecipients from developing written procedures for procurement transactions that incorporate a scoring mechanism that rewards bidders that commit to specific numbers and types of U.S. jobs, minimum compensation, benefits, on-the-job-training for employees making work products or providing services on a contract, and other worker protections. This subpart also does not prohibit recipients and subrecipients from making inquiries of bidders about these subjects and assessing the responses. Any scoring mechanism must be consistent with the U.S. Constitution, applicable Federal statutes and regulations, and the terms and conditions of the Federal award.

(g) Noncompetitive procurements can only be awarded in accordance with § 200.320(c).

## § 200.320 Procurement methods.

There are three types of procurement methods described in this section: informal procurement methods (for micro-purchases and simplified acquisitions); formal procurement methods (through sealed bids or proposals); and noncompetitive procurement methods. For any of these methods, the recipient or subrecipient must maintain and use documented procurement procedures, consistent with the standards of this section and §§ 200.317, 200.318, and 200.319.

(a) ***Informal procurement methods for small purchases.*** These procurement methods expedite the completion of transactions, minimize administrative burdens, and reduce costs. Informal procurement methods may be used when the value of the procurement transaction under the Federal award does not exceed the simplified acquisition threshold as defined in § 200.1. Recipients and subrecipients may also establish a lower threshold. Informal procurement methods include:

(1) ***Micro-purchases*** —

(i) ***Distribution.*** The aggregate amount of the procurement transaction does not exceed the micro-purchase threshold defined in § 200.1. To the extent practicable, the recipient or subrecipient should distribute micro-purchases equitably among qualified suppliers.

(ii) ***Micro-purchase awards.*** Micro-purchases may be awarded without soliciting competitive price or rate quotations if the recipient or subrecipient considers the price reasonable based on research, experience, purchase history, or other information; and maintains documents to support its conclusion. Purchase cards may be used as a method of payment for micro-purchases.

(iii) ***Micro-purchase thresholds.*** The recipient or subrecipient is responsible for determining and documenting an appropriate micro-purchase threshold based on internal controls, an evaluation of risk, and its documented procurement procedures. The micro-purchase threshold used by the recipient or subrecipient must be authorized or not prohibited under State, local, or tribal laws or regulations. The recipient or subrecipient may establish a threshold higher than the Federal threshold established in the Federal Acquisition Regulations (FAR) in accordance with paragraphs (a)(1)(iv) and (v) of this section.

(iv) ***Recipient or subrecipient increase to the micro-purchase threshold up to $50,000.*** The recipient or subrecipient may establish a threshold higher than the micro-purchase threshold identified in the FAR in accordance with the requirements of this section. The recipient or subrecipient may self-certify a threshold up to $50,000 on an annual basis and must maintain documentation to be made available to the Federal agency or pass-through entity and auditors in accordance with § 200.334. The self-certification must include a justification, clear identification of the threshold, and supporting documentation of any of the following:

(A) A qualification as a low-risk auditee, in accordance with the criteria in § 200.520 for the most recent audit;

(B) An annual internal institutional risk assessment to identify, mitigate, and manage financial risks; or,

(C) For public institutions, a higher threshold is consistent with State law.

(v) ***Recipient or subrecipient increase to the micro-purchase threshold over $50,000.*** Micro-purchase thresholds higher than $50,000 must be approved by the cognizant agency for indirect costs. The recipient or subrecipient must submit a request that includes the requirements in paragraph (a)(1)(iv) of this section. The increased threshold is valid until any factor that was relied on in the establishment and rationale of the threshold changes.

(2) ***Simplified acquisitions*** —

(i) ***Simplified acquisition procedures.*** The aggregate dollar amount of the procurement transaction is higher than the micro-purchase threshold but does not exceed the simplified acquisition threshold. If simplified acquisition procedures are used, price or rate quotations must be obtained from an adequate number of qualified sources. Unless specified by the Federal agency, the recipient or subrecipient may exercise judgment in determining what number is adequate.

(ii) ***Simplified acquisition thresholds.*** The recipient or subrecipient is responsible for determining an appropriate simplified acquisition threshold based on internal controls, an evaluation of risk, and its documented procurement procedures, which may be lower than, but must not exceed, the threshold established in the FAR.

(b) ***Formal procurement methods.*** Formal procurement methods are required when the value of the procurement transaction under a Federal award exceeds the simplified acquisition threshold of the recipient or subrecipient. Formal procurement methods are competitive and require public notice. The following formal methods of procurement are used for procurement transactions above the simplified acquisition threshold determined by the recipient or subrecipient in accordance with paragraph (a)(2)(ii) of this section:

(1) ***Sealed bids.*** This is a procurement method in which bids are publicly solicited through an invitation and a firm fixed-price contract (lump sum or unit price) is awarded to the responsible bidder whose bid conforms with all the material terms and conditions of the invitation and is the lowest in price. The sealed bids procurement method is preferred for procuring construction services.

(i) For sealed bidding to be feasible, the following conditions should be present:

(A) A complete, adequate, and realistic specification or purchase description is available;

(B) Two or more responsible bidders have been identified as willing and able to compete effectively for the business; and

(C) The procurement lends itself to a firm-fixed-price contract, and the selection of the successful bidder can be made principally based on price.

(ii) If sealed bids are used, the following requirements apply:

(A) Bids must be solicited from an adequate number of qualified sources, providing them with sufficient response time prior to the date set for opening the bids. Unless specified by the Federal agency, the recipient or subrecipient may exercise judgment in determining what number is adequate. For local governments, the invitation for bids must be publicly advertised.

(B) The invitation for bids must define the items or services with specific information, including any required specifications, for the bidder to properly respond;

(C) All bids will be opened at the time and place prescribed in the invitation for bids. For local governments, the bids must be opened publicly.

(D) A firm-fixed-price contract is awarded in writing to the lowest responsive bid and responsible bidder. When specified in the invitation for bids, factors such as discounts, transportation cost, and life-cycle costs must be considered in determining which bid is the lowest. Payment discounts must only be used to determine the low bid when the recipient or subrecipient determines they are a valid factor based on prior experience.

(E) The recipient or subrecipient must document and provide a justification for all bids it rejects.

(2) ***Proposals.*** This is a procurement method used when conditions are not appropriate for using sealed bids. This procurement method may result in either a fixed-price or cost-reimbursement contract. They are awarded in accordance with the following requirements:

(i) Requests for proposals require public notice, and all evaluation factors and their relative importance must be identified. Proposals must be solicited from multiple qualified entities. To the maximum extent practicable, any proposals submitted in response to the public notice must be considered.

(ii) The recipient or subrecipient must have written procedures for conducting technical evaluations and making selections.

(iii) Contracts must be awarded to the responsible offeror whose proposal is most advantageous to the recipient or subrecipient considering price and other factors; and

(iv) The recipient or subrecipient may use competitive proposal procedures for qualifications-based procurement of architectural/engineering (A/E) professional services whereby the offeror's qualifications are evaluated, and the most qualified offeror is selected, subject to negotiation of fair and reasonable compensation. The method, where the price is not used as a selection factor, can only be used to procure architectural/engineering (A/E) professional services. The method may not be used to purchase other services provided by A/E firms that are a potential source to perform the proposed effort.

(c) ***Noncompetitive procurement.*** There are specific circumstances in which the recipient or subrecipient may use a noncompetitive procurement method. The noncompetitive procurement method may only be used if one of the following circumstances applies:

(1) The aggregate amount of the procurement transaction does not exceed the micro-purchase threshold (see paragraph (a)(1) of this section);

(2) The procurement transaction can only be fulfilled by a single source;

(3) The public exigency or emergency for the requirement will not permit a delay resulting from providing public notice of a competitive solicitation;

(4) The recipient or subrecipient requests in writing to use a noncompetitive procurement method, and the Federal agency or pass-through entity provides written approval; or

(5) After soliciting several sources, competition is determined inadequate.

## § 200.321 Contracting with small businesses, minority businesses, women's business enterprises, veteran-owned businesses, and labor surplus area firms.

(a) When possible, the recipient or subrecipient should ensure that small businesses, minority businesses, women's business enterprises, veteran-owned businesses, and labor surplus area firms (See U.S. Department of Labor's list) are considered as set forth below.

(b) Such consideration means:

(1) These business types are included on solicitation lists;

(2) These business types are solicited whenever they are deemed eligible as potential sources;

(3) Dividing procurement transactions into separate procurements to permit maximum participation by these business types;

(4) Establishing delivery schedules (for example, the percentage of an order to be delivered by a given date of each month) that encourage participation by these business types;

(5) Utilizing organizations such as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and

(6) Requiring a contractor under a Federal award to apply this section to subcontracts.

## § 200.322 Domestic preferences for procurements.

(a) The recipient or subrecipient should, to the greatest extent practicable and consistent with law, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards, contracts, and purchase orders under Federal awards.

(b) For purposes of this section:

(1) “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(2) “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

(c) Federal agencies providing Federal financial assistance for infrastructure projects must implement the Buy America preferences set forth in 2 CFR part 184.

## § 200.323 Procurement of recovered materials.

(a) A recipient or subrecipient that is a State agency or agency of a political subdivision of a State and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976 as amended, 42 U.S.C. 6962. The requirements of Section 6002 include procuring only items designated in the guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000;

procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

(b) The recipient or subrecipient should, to the greatest extent practicable and consistent with law, purchase, acquire, or use products and services that can be reused, refurbished, or recycled; contain recycled content, are biobased, or are energy and water efficient; and are sustainable. This may include purchasing compostable items and other products and services that reduce the use of single-use plastic products. See Executive Order 14057, section 101, Policy.

## § 200.324 Contract cost and price.

(a) The recipient or subrecipient must perform a cost or price analysis for every procurement transaction, including contract modifications, in excess of the simplified acquisition threshold. The method and degree of analysis conducted depend on the facts surrounding the particular procurement transaction. For example, the recipient or subrecipient should consider potential workforce impacts in their analysis if the procurement transaction will displace public sector employees. However, as a starting point, the recipient or subrecipient must make independent estimates before receiving bids or proposals.

(b) Costs or prices based on estimated costs for contracts under the Federal award are allowable only to the extent that the costs incurred or cost estimates included in negotiated prices would be allowable for the recipient or subrecipient under subpart E of this part. The recipient or subrecipient may reference its own cost principles as long as they comply with subpart E of this part.

(c) The recipient or subrecipient must not use the “cost plus a percentage of cost” and “percentage of construction costs” methods of contracting.

## § 200.325 Federal agency or pass-through entity review.

(a) The Federal agency or pass-through entity may review the technical specifications of proposed procurements under the Federal award if the Federal agency or pass-through entity believes the review is needed to ensure that the item or service specified is the one being proposed for acquisition. The recipient or subrecipient must submit the technical specifications of proposed procurements when requested by the Federal agency or pass-through entity. This review should take place prior to the time the specifications are incorporated into a solicitation document. When the recipient or subrecipient desires to accomplish the review after a solicitation has been developed, the Federal agency or pass-through entity may still review the specifications. In those cases, the review should be limited to the technical aspects of the proposed purchase.

(b) When requested, the recipient or subrecipient must provide procurement documents (such as requests for proposals, invitations for bids, or independent cost estimates) to the Federal agency or pass-through entity for pre-procurement review. The Federal agency or pass-through entity may conduct a pre-procurement review when:

(1) The recipient's or subrecipient's procurement procedures or operation fails to comply with the procurement standards in this part;

(2) The procurement is expected to exceed the simplified acquisition threshold and is to be awarded without competition, or only one bid is expected to be received in response to a solicitation;

(3) The procurement is expected to exceed the simplified acquisition threshold and specifies a “brand name” product;

(4) The procurement is expected to exceed the simplified acquisition threshold, and a sealed bid procurement is to be awarded to an entity other than the apparent low bidder; or

(5) A proposed contract modification changes the scope of a contract or increases the contract amount by more than the simplified acquisition threshold.

(c) The recipient or subrecipient is exempt from the pre-procurement review in paragraph (b) of this section if the Federal agency or pass-through entity determines that its procurement systems comply with the standards of this part.

(1) The recipient or subrecipient may request that the Federal agency or pass-through entity review its procurement system to determine whether it meets these standards for its system to be certified. Generally, these reviews must occur where there is continuous high-dollar funding and third-party contracts are awarded regularly.

(2) The recipient or subrecipient may self-certify its procurement system. However, self-certification does not limit the Federal agency's or pass-through entity's right to review the system. Under a self-certification procedure, the Federal agency or pass-through entity may rely on written assurances from the recipient or subrecipient that it is complying with the standards of this part. The recipient or subrecipient must cite specific policies, procedures, regulations, or standards as complying with these requirements and have its system available for review.

## § 200.326 Bonding requirements.

The Federal agency or pass-through entity may accept the recipient's or subrecipient's bonding policy and requirements for construction or facility improvement contracts or subcontracts exceeding the simplified acquisition threshold. Before doing so, the Federal agency or pass-through entity must determine that the Federal interest is adequately protected. If such a determination has not been made, the minimum requirements must be as follows:

(a) A bid guarantee from each bidder equivalent to five percent of the bid price. The bid guarantee must consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of the bid, execute any required contractual documents within the specified timeframe.

(b) A performance bond on the contractor's part for 100 percent of the contract price. A performance bond is a bond executed in connection with a contract to secure the fulfillment of all the contractor's requirements under a contract.

(c) A payment bond on the contractor's part for 100 percent of the contract price. A payment bond is a bond executed in connection with a contract to assure payment as required by the law of all persons supplying labor and material in the execution of the work provided for under a contract.

## § 200.327 Contract provisions.

The recipient's or subrecipient's contracts must contain the applicable provisions described in Appendix II of this part.

PERFORMANCE AND FINANCIAL MONITORING AND REPORTING

## § 200.328 Financial reporting.

(a) The Federal agency must require only OMB-approved government-wide data elements on recipient financial reports. At the time of publication, this consists of the Federal Financial Report (SF-425); however, this also applies to any future OMB-approved government-wide data elements available from the OMB-designated standards lead.

(b) The Federal agency or pass-through entity must collect financial reports no less than annually. The Federal agency or pass-through entity may not collect financial reports more frequently than quarterly unless a specific condition has been implemented in accordance with § 200.208. To the extent practicable, the Federal agency or pass-through entity should collect financial reports in coordination with performance reports.

(c) The recipient or subrecipient must submit financial reports as required by the Federal award. Reports submitted annually by the recipient or subrecipient must be due no later than 90 calendar days after the reporting period. Reports submitted quarterly or semiannually must be due no later than 30 calendar days after the reporting period.

(d) The final financial report submitted by the recipient must be due no later than 120 calendar days after the conclusion of the period of performance. A subrecipient must submit a final financial report to a pass-through entity no later than 90 calendar days after the conclusion of the period of performance. See also § 200.344. The Federal agency or pass-through entity may extend the due date for any financial report with justification from the recipient or subrecipient.

## § 200.329 Monitoring and reporting program performance.

(a) ***Monitoring by the recipient and subrecipient.*** The recipient and subrecipient are responsible for the oversight of the Federal award. The recipient and subrecipient must monitor their activities under Federal awards to ensure they are compliant with all requirements and meeting performance expectations. Monitoring by the recipient and subrecipient must cover each program, function, or activity. See also § 200.332.

(b) ***Reporting program performance.*** The Federal agency must use OMB-approved common information collections (for example, Research Performance Progress Reports) when requesting performance reporting information. The Federal agency or pass-through entity may not collect performance reports more frequently than quarterly unless a specific condition has been implemented in accordance with § 200.208. To the extent practicable, the Federal agency or pass-through entity should align the due dates of performance reports and financial reports. When reporting program performance, the recipient or subrecipient must relate financial data and project or program accomplishments to the performance goals and objectives of the Federal award. Also, the recipient or subrecipient must provide cost information to demonstrate cost-effective practices (for example, through unit cost data) when required by the terms and conditions of the Federal award. In some instances (for example, discretionary research awards), this may be limited to the requirement to submit technical performance reports. Reporting requirements must clearly indicate a standard against which the recipient's or subrecipient's performance can be measured. Reporting requirements should not solicit information from the recipient or subrecipient that is not necessary for the effective monitoring or evaluation of the Federal award. Federal agencies should consult monitoring framework documents such as the agency's Evaluation Plan to make that determination. As noted in OMB Circular A-11, Part 6, Section 280, measures of customer experience are of co-equal importance as traditional measures of financial and operational performance.

(c) ***Submitting performance reports.***

(1) The recipient or subrecipient must submit performance reports as required by the Federal award. Intervals must be no less frequent than annually nor more frequent than quarterly except if specific conditions are applied (See § 200.208). Reports submitted annually by the recipient or subrecipient must be due no later than 90 calendar days after the reporting period. Reports submitted quarterly or semiannually must be due no later than 30 calendar days after the reporting period. Alternatively, the Federal agency or pass-through entity may require annual reports before the anniversary dates of multiple-year Federal awards. The final performance report submitted by the recipient must be due no later than 120 calendar days after the period of performance. A subrecipient must submit a final performance report to a pass-through entity no later than 90 calendar days after the conclusion of the period of performance. See also § 200.344. The Federal agency or pass-through entity may extend the due date for any performance report with justification from the recipient or subrecipient.

(2) As applicable, performance reports should contain information on the following:

(i) A comparison of accomplishments to the objectives of the Federal award established for the reporting period (for example, comparing costs to units of accomplishment). Where performance trend data and analysis would be informative to the Federal agency program, the Federal agency should include this as a performance reporting requirement.

(ii) Explanations on why established goals or objectives were not met; and

(iii) Additional information, analysis, and explanation of cost overruns or higher-than-expected unit costs.

(d) ***Construction performance reports.*** Federal agencies or pass-through entities rely on on-site technical inspections and certified percentage of completion data to monitor progress under Federal awards for construction. Therefore, the Federal agency or pass-through entity may require additional performance reports when necessary to ensure the goals and objectives of Federal awards are met.

(e) ***Significant developments.*** When a significant development that could impact the Federal award occurs between performance reporting due dates, the recipient or subrecipient must notify the Federal agency or pass-through entity. Significant developments include events that enable meeting milestones and objectives sooner or at less cost than anticipated or that produce different beneficial results than originally planned. Significant developments also include problems, delays, or adverse conditions which will impact the recipient's or subrecipient's ability to meet milestones or the objectives of the Federal award. When significant developments occur that negatively impact the Federal Award, the recipient or subrecipient must include information on their plan for corrective action and any assistance needed to resolve the situation.

(f) ***Site visits.*** The Federal agency or pass-through entity may conduct in-person or virtual site visits as warranted.

(g) ***Performance report requirement waiver.*** The Federal agency may waive any performance report that is not necessary to ensure the goals and objectives of the Federal award are being achieved.

## § 200.330 Reporting on real property.

The Federal agency or pass-through entity must require the recipient or subrecipient to submit reports on the status of real property in which the Federal Government retains an interest. Such reports must be submitted at least annually. In instances where the Federal Government's interest in the real property extends for 15 years or more, the

Federal agency or pass-through entity may require the recipient or subrecipient to report at various multi-year frequencies. Reports submitted at multi-year frequencies may not exceed a five-year reporting period. The Federal agency must only require OMB-approved government-wide data elements on recipient real property reports.

SUBRECIPIENT MONITORING AND MANAGEMENT

## § 200.331 Subrecipient and contractor determinations.

An entity may concurrently receive Federal awards as a recipient, a subrecipient, and a contractor. The pass-through entity is responsible for making case-by-case determinations to determine whether the entity receiving Federal funds is a subrecipient or a contractor. The Federal agency may require the pass-through entity to comply with additional guidance to make these determinations, provided such guidance does not conflict with this section. The Federal agency does not have a direct legal relationship with subrecipients or contractors of any tier; however, the Federal agency is responsible for monitoring the pass-through entity's oversight of first-tier subrecipients. All of the characteristics listed below may not be present in all cases, and some characteristics from both categories may be present at the same time. No single factor or any combination of factors is necessarily determinative. The pass-through entity must use judgment in classifying each agreement as a subaward or a procurement contract. In making this determination, the substance of the relationship is more important than the form of the agreement.

(a) ***Subrecipients.*** A subaward is for the purpose of carrying out a portion of the Federal award and creates a Federal financial assistance relationship with a subrecipient. See the definition of *Subaward* in § 200.1. Characteristics that support the classification of the entity as a subrecipient include, but are not limited to, when the entity:

(1) Determines who is eligible to receive what Federal assistance;

(2) Has its performance measured in relation to whether the objectives of a Federal program were met;

(3) Has responsibility for programmatic decision-making;

(4) Is responsible for adherence to applicable Federal program requirements specified in the Federal award; and

(5) Implements a program for a public purpose specified in authorizing statute, as opposed to providing goods or services for the benefit of the pass-through entity.

(b) ***Contractors.*** A contract is for the purpose of obtaining goods and services for the recipient's or subrecipient's use and creates a procurement relationship with a contractor. See the definition of *contract* in § 200.1. Characteristics that support a procurement relationship between the recipient or subrecipient and a contractor include, but are not limited to, when the contractor:

(1) Provides the goods and services within normal business operations;

(2) Provides similar goods or services to many different purchasers;

(3) Normally operates in a competitive environment;

(4) Provides goods or services that are ancillary to the implementation of a Federal program; and

(5) Is not subject to compliance requirements of a Federal program as a result of the agreement. However, similar requirements may apply for other reasons.

## § 200.332 Requirements for pass-through entities.

A pass-through entity must:

(a) Verify that the subrecipient is not excluded or disqualified in accordance with § 180.300. Verification methods are provided in § 180.300, which include confirming in *SAM.gov* that a potential subrecipient is not suspended, debarred, or otherwise excluded from receiving Federal funds.

(b) Ensure that every subaward is clearly identified to the subrecipient as a subaward and includes the information provided below. A pass-through entity must provide the best available information when some of the information below is unavailable. A pass-through entity must provide the unavailable information when it is obtained. Required information includes:

(1) Federal award identification.

(i) Subrecipient's name (must match the name associated with its unique entity identifier);

(ii) Subrecipient's unique entity identifier;

(iii) Federal Award Identification Number (FAIN);

(iv) Federal Award Date;

(v) Subaward Period of Performance Start and End Date;

(vi) Subaward Budget Period Start and End Date;

(vii) Amount of Federal Funds Obligated in the subaward;

(viii) Total Amount of Federal Funds Obligated to the subrecipient by the pass-through entity, including the current financial obligation;

(ix) Total Amount of the Federal Award committed to the subrecipient by the pass-through entity;

(x) Federal award project description, as required by the Federal Funding Accountability and Transparency Act (FFATA);

(xi) Name of the Federal agency, pass-through entity, and contact information for awarding official of the pass-through entity;

(xii) Assistance Listings title and number; the pass-through entity must identify the dollar amount made available under each Federal award and the Assistance Listings Number at the time of disbursement;

(xiii) Identification of whether the Federal award is for research and development; and

(xiv) Indirect cost rate for the Federal award (including if the de minimis rate is used in accordance with § 200.414).

(2) All requirements of the subaward, including requirements imposed by Federal statutes, regulations, and the terms and conditions of the Federal award;

(3) Any additional requirements that the pass-through entity imposes on the subrecipient for the pass-through entity to meet its responsibilities under the Federal award. This includes information and certifications (see § 200.415) required for submitting financial and performance reports that the pass-through entity must provide to the Federal agency;

(4) Indirect cost rate:

(i) An approved indirect cost rate negotiated between the subrecipient and the Federal Government. If no approved rate exists, a pass-through entity must determine the appropriate rate in collaboration with the subrecipient. The indirect cost rate may be either:

(A) An indirect cost rate negotiated between the pass-through entity and the subrecipient. These rates may be based on a prior negotiated rate between a different pass-through entity and the subrecipient, in which case the pass-through entity is not required to collect information justifying the rate but may elect to do so; or

(B) The de minimis indirect cost rate.

(ii) The pass-through entity must not require the use of the de minimis indirect cost rate if the subrecipient has an approved indirect cost rate negotiated with the Federal Government. Subrecipients may elect to use the cost allocation method to account for indirect costs in accordance with § 200.405(d).

(5) A requirement that the subrecipient permit the pass-through entity and auditors to access the subrecipient's records and financial statements for the pass-through entity to fulfill its monitoring requirements; and

(6) Appropriate terms and conditions concerning the closeout of the subaward.

(c) Evaluate each subrecipient's fraud risk and risk of noncompliance with a subaward to determine the appropriate subrecipient monitoring described in paragraph (f) of this section. When evaluating a subrecipient's risk, a pass-through entity should consider the following:

(1) The subrecipient's prior experience with the same or similar subawards;

(2) The results of previous audits. This includes considering whether or not the subrecipient receives a Single Audit in accordance with subpart F and the extent to which the same or similar subawards have been audited as a major program;

(3) Whether the subrecipient has new personnel or new or substantially changed systems; and

(4) The extent and results of any Federal agency monitoring (for example, if the subrecipient also receives Federal awards directly from the Federal agency).

(d) If appropriate, consider implementing specific conditions in a subaward as described in § 200.208 and notify the Federal agency of the specific conditions.

(e) Monitor the activities of a subrecipient as necessary to ensure that the subrecipient complies with Federal statutes, regulations, and the terms and conditions of the subaward. The pass-through entity is responsible for monitoring the overall performance of a subrecipient to ensure that the goals and objectives of the subaward are achieved. In monitoring a subrecipient, a pass-through entity must:

(1) Review financial and performance reports.

(2) Ensure that the subrecipient takes corrective action on all significant developments that negatively affect the subaward. Significant developments include Single Audit findings related to the subaward, other audit findings, site visits, and written notifications from a subrecipient of adverse conditions which will impact their ability to meet the milestones or the objectives of a subaward. When

significant developments negatively impact the subaward, a subrecipient must provide the pass-through entity with information on their plan for corrective action and any assistance needed to resolve the situation.

(3) Issue a management decision for audit findings pertaining only to the Federal award provided to the subrecipient from the pass-through entity as required by § 200.521.

(4) Resolve audit findings specifically related to the subaward. However, the pass-through entity is not responsible for resolving cross-cutting audit findings that apply to the subaward and other Federal awards or subawards. If a subrecipient has a current Single Audit report and has not been excluded from receiving Federal funding (meaning, has not been debarred or suspended), the pass-through entity may rely on the subrecipient's cognizant agency for audit or oversight agency for audit to perform audit follow-up and make management decisions related to cross-cutting audit findings in accordance with section § 200.513(a)(4)(viii). Such reliance does not eliminate the responsibility of the pass-through entity to issue subawards that conform to agency and award-specific requirements, to manage risk through ongoing subaward monitoring, and to monitor the status of the findings that are specifically related to the subaward.

(f) Depending upon the pass-through entity's assessment of the risk posed by the subrecipient (as described in paragraph (c) of this section), the following monitoring tools may be useful for the pass-through entity to ensure proper accountability and compliance with program requirements and achievement of performance goals:

(1) Providing subrecipients with training and technical assistance on program-related matters;

(2) Performing site visits to review the subrecipient's program operations; and

(3) Arranging for agreed-upon-procedures engagements as described in § 200.425.

(g) Verify that a subrecipient is audited as required by subpart F of this part.

(h) Consider whether the results of a subrecipient's audit, site visits, or other monitoring necessitate adjustments to the pass-through entity's records.

(i) Consider taking enforcement action against noncompliant subrecipients as described in § 200.339 and in program regulations.

## § 200.333 Fixed amount subawards.

With prior written approval from the Federal agency, the recipient may provide subawards based on fixed amounts up to $500,000. Fixed amount subawards must meet the requirements of § 200.201.

RECORD RETENTION AND ACCESS

## § 200.334 Record retention requirements.

The recipient and subrecipient must retain all Federal award records for three years from the date of submission of their final financial report. For awards that are renewed quarterly or annually, the recipient and subrecipient must retain records for three years from the date of submission of their quarterly or annual financial report, respectively. Records to be retained include but are not limited to, financial records, supporting documentation, and statistical records. Federal agencies or pass-through entities may not impose any other record retention requirements except for the following:

(a) The records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken if any litigation, claim, or audit is started before the expiration of the three-year period.

(b) When the recipient or subrecipient is notified in writing by the Federal agency or pass-through entity, cognizant agency for audit, oversight agency for audit, or cognizant agency for indirect costs to extend the retention period.

(c) The records for property and equipment acquired with the support of Federal funds must be retained for three years after final disposition.

(d) The three-year retention requirement does not apply to the recipient or subrecipient when records are transferred to or maintained by the Federal agency.

(e) The records for program income earned after the period of performance must be retained for three years from the end of the recipient's or subrecipient's fiscal year in which the program income is earned. This only applies if the Federal agency or pass-through entity requires the recipient or subrecipient to report on program income earned after the period of performance in the terms and conditions of the Federal award.

(f) The records for indirect cost rate computations or proposals, cost allocation plans, and any similar accounting computations of the rate at which a particular group of costs is chargeable (such as computer usage chargeback rates or composite fringe benefit rates) must be retained according to the applicable option below:

(1) ***If submitted for negotiation.*** When a proposal, plan, or other computation must be submitted to the Federal Government to form the basis for negotiation of an indirect cost rate (or other standard rates), then the three-year retention period for its supporting records starts from the date of submission.

(2) ***If not submitted for negotiation.*** When a proposal, plan, or other computation is not required to be submitted to the Federal Government to form the basis for negotiation of an indirect cost rate (or other standard rates), then the three-year retention period for its supporting records starts from the end of the fiscal year (or other accounting period) covered by the proposal, plan, or other computation.

## § 200.335 Requests for transfer of records.

The Federal agency must request the transfer of records to its custody from the recipient or subrecipient when it determines that the records possess long-term retention value. However, the Federal agency may arrange for the recipient or subrecipient to retain the records that have long-term retention value so long as they are continuously available to the Federal Government.

## § 200.336 Methods for collection, transmission, and storage of information.

When practicable, the Federal agency or pass-through entity and the recipient or subrecipient must collect, transmit, and store Federal award information in open and machine-readable formats. A machine-readable format is a format in a standard computer language (not English text) that can be read automatically by a computer system. Upon request, the Federal agency or pass-through entity must always provide or accept paper versions of Federal award information to and from the recipient or subrecipient. The Federal agency or pass-through entity must not require additional copies of Federal award information submitted in paper versions. The recipient or subrecipient does not need to create and retain paper copies when original records are electronic and cannot be altered. In addition, the recipient or subrecipient may substitute electronic versions of original paper records through duplication or other

forms of electronic conversion, provided that the procedures are subject to periodic quality control reviews. Quality control reviews must ensure that electronic conversion procedures provide safeguards against the alteration of records and assurance that records remain in a format that is readable by a computer system.

## § 200.337 Access to records.

(a) ***Records of recipients and subrecipients.*** The Federal agency or pass-through entity, Inspectors General, the Comptroller General of the United States, or any of their authorized representatives must have the right of access to any records of the recipient or subrecipient pertinent to the Federal award to perform audits, execute site visits, or for any other official use. This right also includes timely and reasonable access to the recipient's or subrecipient's personnel for the purpose of interview and discussion related to such documents or the Federal award in general.

(b) ***Extraordinary and rare circumstances.*** The recipient or subrecipient and Federal agency or pass-through entity must take measures to protect the name of victims of a crime when access to the victim's name is necessary. Only under extraordinary and rare circumstances would such access include a review of the true name of victims of a crime. Routine monitoring cannot be considered extraordinary and rare circumstances that would necessitate access to this information. Any such access, other than under a court order or subpoena pursuant to a bona fide confidential investigation, must be approved by the head or delegate of the Federal agency.

(c) ***Expiration of right of access.*** The Federal agency's or pass-through entity's rights of access are not limited to the required retention period of this part but last as long as the records are retained. Federal agencies or pass-through entities must not impose any other access requirements upon recipients and subrecipients.

## § 200.338 Restrictions on public access to records.

Federal agencies may not place restrictions on the recipient or subrecipient that limit public access to the records of the recipient or subrecipient pertinent to a Federal award, except for protected personally identifiable information (PII) or other sensitive information when the Federal agency can demonstrate that such records will be kept confidential and would have been exempted from disclosure pursuant to the Freedom of Information Act (5 U.S.C. 552) or controlled unclassified information pursuant to Executive Order 13556 if the records had belonged to the Federal agency. The Freedom of Information Act (5 U.S.C. 552) (FOIA) does not apply to records that remain under the recipient's or subrecipient's control except as required by § 200.315. Unless required by Federal, State, local, or tribal law, recipients and subrecipients are not required to permit public access to their records. The recipient's or subrecipient's records provided to a Federal agency generally will be subject to FOIA and applicable exemptions.

# Remedies for Noncompliance

## § 200.339 Remedies for noncompliance.

The Federal agency or pass-through entity may implement specific conditions if the recipient or subrecipient fails to comply with the U.S. Constitution, Federal statutes, regulations, or terms and conditions of the Federal award. See § 200.208 for additional information on specific conditions. When the Federal agency or pass-through entity determines that noncompliance cannot be remedied by imposing specific conditions, the Federal agency or pass-through entity may take one or more of the following actions:

(a) Temporarily withhold payments until the recipient or subrecipient takes corrective action.

(b) Disallow costs for all or part of the activity associated with the noncompliance of the recipient or subrecipient.

(c) Suspend or terminate the Federal award in part or in its entirety.

(d) Initiate suspension or debarment proceedings as authorized in 2 CFR part 180 and the Federal agency's regulations, or for pass-through entities, recommend suspension or debarment proceedings be initiated by the Federal agency.

(e) Withhold further Federal funds (new awards or continuation funding) for the project or program.

(f) Pursue other legally available remedies.

## § 200.340 Termination.

(a) The Federal award may be terminated in part or its entirety as follows:

(1) By the Federal agency or pass-through entity if the recipient or subrecipient fails to comply with the terms and conditions of the Federal award;

(2) By the Federal agency or pass-through entity with the consent of the recipient or subrecipient, in which case the two parties must agree upon the termination conditions. These conditions include the effective date and, in the case of partial termination, the portion to be terminated;

(3) By the recipient or subrecipient upon sending the Federal agency or pass-through entity a written notification of the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if the Federal agency or pass-through entity determines that the remaining portion of the Federal award will not accomplish the purposes for which the Federal award was made, the Federal agency or pass-through entity may terminate the Federal award in its entirety; or

(4) By the Federal agency or pass-through entity pursuant to the terms and conditions of the Federal award, including, to the extent authorized by law, if an award no longer effectuates the program goals or agency priorities.

(b) The Federal agency or pass-through entity must clearly and unambiguously specify all termination provisions in the terms and conditions of the Federal award.

(c) When the Federal agency terminates the Federal award prior to the end of the period of performance due to the recipient's material failure to comply with the terms and conditions of the Federal award, the Federal agency must report the termination in *SAM.gov*. A Federal agency must use the Contractor Performance Assessment Reporting System (CPARS) to enter information in *SAM.gov*.

(1) The information required under paragraph (c) of this section is not to be reported in *SAM.gov* until the recipient has either:

(i) Exhausted its opportunities to object or challenge the decision (see § 200.342); or

(ii) Has not, within 30 calendar days after being notified of the termination, informed the Federal agency that it intends to appeal the decision to terminate.

(2) If a Federal agency, after entering information about a termination in *SAM.gov*, subsequently:

(i) Learns that any of that information is erroneous, the Federal agency must correct the information in the system within three business days;

(ii) Obtains an update to that information that could be helpful to other Federal agencies, the Federal agency is strongly encouraged to amend the information in the system to incorporate the update in a timely way.

(3) The Federal agency must not post any information that will be made publicly available in the non-public segment of *SAM.gov* that is covered by a disclosure exemption under the Freedom of Information Act (FOIA). When the recipient asserts within seven calendar days to the Federal agency which posted the information that a disclosure exemption under FOIA covers some of the information made publicly available, the Federal agency that posted the information must remove the posting within seven calendar days of receiving the assertion. Before reposting the releasable information, the Federal agency must resolve the issue in accordance with the agency's FOIA procedures.

(d) When the Federal award is terminated in part or its entirety, the Federal agency or pass-through entity and recipient or subrecipient remain responsible for compliance with the requirements in §§ 200.344 and 200.345.

## § 200.341 Notification of termination requirement.

(a) The Federal agency or pass-through entity must provide written notice of termination to the recipient or subrecipient. The written notice of termination should include the reasons for termination, the effective date, and the portion of the Federal award to be terminated, if applicable.

(b) If the Federal award is terminated for the recipient's material failure to comply with a Federal award, the notification must state the following:

(1) The termination decision will be reported in *SAM.gov*;

(2) The information will be available in *SAM.gov* for five years from the date of the termination and then archived;

(3) Federal agencies that consider making a Federal award to the recipient during the five year period must consider this information in judging whether the recipient is qualified to receive the Federal award when the Federal share of the Federal award is expected to exceed the simplified acquisition threshold over the period of performance;

(4) The recipient may comment on any information in *SAM.gov* about the recipient for future consideration by Federal agencies. The recipient may submit comments in *SAM.gov*.

(5) Federal agencies should consider the recipient's comments when determining whether the recipient is qualified for a Federal award.

(c) Upon termination of the Federal award, the Federal agency must provide the information required by the Federal Funding Accountability and Transparency Act (FFATA) to *USAspending.gov*. In addition, the Federal agency must update or notify any other relevant government-wide systems or entities of any indications of poor performance as required by 41 U.S.C. 2313 and 31 U.S.C. 3321.

## § 200.342 Opportunities to object, hearings, and appeals.

The Federal agency must maintain written procedures for processing objections, hearings, and appeals. Upon initiating a remedy for noncompliance (for example, disallowed costs, a corrective action plan, or termination), the Federal agency must provide the recipient with an opportunity to object and provide information challenging the

action. The Federal agency or pass-through entity must comply with any requirements for hearings, appeals, or other administrative proceedings to which the recipient or subrecipient is entitled under any statute or regulation applicable to the action involved.

## § 200.343 Effects of suspension and termination.

Costs to the recipient or subrecipient resulting from financial obligations incurred by the recipient or subrecipient during a suspension or after the termination of a Federal award are not allowable unless the Federal agency or pass-through entity expressly authorizes them in the notice of suspension or termination or subsequently. However, costs during suspension or after termination are allowable if:

(a) The costs result from financial obligations which were properly incurred by the recipient or subrecipient before the effective date of suspension or termination, and not in anticipation of it; and

(b) The costs would be allowable if the Federal award was not suspended or expired normally at the end of the period of performance in which the termination takes effect.

CLOSEOUT

## § 200.344 Closeout.

(a) The Federal agency or pass-through entity must close out the Federal award when it determines that all administrative actions and required work of the Federal award have been completed. When the recipient or subrecipient fails to complete the necessary administrative actions or the required work for an award, the Federal agency or pass-through entity must proceed with closeout based on the information available. This section specifies the administrative actions required at the end of the period of performance.

(b) A recipient must submit all reports (financial, performance, and other reports required by the Federal award) no later than 120 calendar days after the conclusion of the period of performance. A subrecipient must submit all reports (financial, performance, and other reports required by a subaward) to the pass-through entity no later than 90 calendar days after the conclusion of the period of performance of the subaward (or an earlier date as agreed upon by the pass-through entity and subrecipient). When justified, the Federal agency or pass-through entity may approve extensions for the recipient or subrecipient. When the recipient does not have a final indirect cost rate covering the period of performance, a final financial report must still be submitted to fulfill the requirements of this section. The recipient must submit a revised final financial report when all applicable indirect cost rates have been finalized.

(c) The recipient must liquidate all financial obligations incurred under the Federal award no later than 120 calendar days after the conclusion of the period of performance. A subrecipient must liquidate all financial obligations incurred under a subaward no later than 90 calendar days after the conclusion of the period of performance of the subaward (or an earlier date as agreed upon by the pass-through entity and subrecipient). When justified, the Federal agency or pass-through entity may approve extensions for the recipient or subrecipient.

(d) The Federal agency or pass-through entity must not delay payments to the recipient or subrecipient for costs meeting the requirements of subpart E of this part.

(e) The recipient or subrecipient must promptly refund any unobligated funds that the Federal agency or pass-through entity paid and that are not authorized to be retained. See OMB Circular A-129 and § 200.346.

(f) The Federal agency or pass-through entity must make all necessary adjustments to the Federal share of costs after closeout reports are received (for example, to reflect the disallowance of any costs or the deobligation of an unliquidated balance).

(g) The recipient or subrecipient must account for any property acquired with Federal funds or received from the Federal Government in accordance with §§ 200.310 through 200.316 and 200.330.

(h) The Federal agency must make every effort to complete all closeout actions no later than one year after the end of the period of performance. If the indirect cost rate has not been finalized and would delay closeout, the Federal agency is authorized to mutually agree with the recipient to close an award using the current or most recently negotiated rate. However, the recipient is not required to agree to a final rate for a Federal award for the purpose of prompt closeout.

(i) If the recipient does not comply with the requirements of this section, including submitting all final reports, the Federal agency must report the recipient's material failure to comply with the terms and conditions of the Federal award in *SAM.gov*. A Federal agency must use the Contractor Performance Assessment Reporting System (CPARS) to enter or amend information in *SAM.gov*. Federal agencies may also pursue other enforcement actions as appropriate. See § 200.339.

POST-CLOSEOUT ADJUSTMENTS AND CONTINUING RESPONSIBILITIES

## § 200.345 Post-closeout adjustments and continuing responsibilities.

(a) The closeout of the Federal award does not affect any of the following:

(1) The right of the Federal agency or pass-through entity to disallow costs and recover funds on the basis of a later audit or review. However, the Federal agency or pass-through entity must make determinations to disallow costs and notify the recipient or subrecipient within the record retention period.

(2) The recipient's or subrecipient's requirement to return funds or right to receive any remaining and available funds as a result of refunds, corrections, final indirect cost rate adjustments (unless the Federal award in closed in accordance with § 200.344(h)), or other transactions.

(3) The ability of the Federal agency or pass-through entity to make financial adjustments to a previously closed Federal award, such as resolving indirect cost payments and making final payments.

(4) Audit requirements in subpart F of this part.

(5) Property management and disposition requirements in §§ 200.310 through 200.316.

(6) Records retention as required in §§ 200.334 through 200.337.

(b) After the closeout of the Federal award, a relationship created under the Federal award may be modified or ended in whole or in part. This may only be done with the consent of the awarding Federal agency or pass-through entity and the recipient or subrecipient, provided the responsibilities of the recipient or subrecipient referred to in paragraph (a) of this section, including those for property management as applicable, are considered and provisions are made for continuing responsibilities of the recipient or subrecipient, as appropriate.

COLLECTION OF AMOUNTS DUE

## § 200.346 Collection of amounts due.

Any Federal funds paid to the recipient or subrecipient in excess of the amount that the recipient or subrecipient is determined to be entitled to under the Federal award constitute a debt to the Federal Government. The Federal agency must collect all debts arising out of its Federal awards in accordance with the Standards for the Administrative Collection of Claims (31 CFR part 901).

# Subpart E—Cost Principles

GENERAL PROVISIONS

## § 200.400 Policy guide.

The application of these cost principles is based on the fundamental premises that:

(a) The recipient and subrecipient are responsible for the efficient and effective administration of the Federal award through sound management practices.

(b) The recipient and subrecipient are responsible for administering Federal funds in a manner consistent with Federal statutes, regulations, and the terms and conditions of the Federal award.

(c) The recipient and subrecipient, in recognition of their unique combination of staff, facilities, and experience, are responsible for employing organization and management techniques necessary to ensure the proper and efficient administration of the Federal award.

(d) The accounting practices of the recipient and subrecipient must be consistent with these cost principles and support the accumulation of costs as required by these cost principles, including maintaining adequate documentation to support costs charged to the Federal award.

(e) When reviewing, negotiating, and approving cost allocation plans or indirect cost proposals, the cognizant agency for indirect costs should ensure that the recipient consistently applies these cost principles. Where wide variations exist in the treatment of a given cost item by the recipient, the reasonableness and equity of such treatments should be fully considered. See the definition of *indirect costs* in § 200.1.

(f) For recipients and subrecipients that educate and engage students in research, the dual role of students as both trainees and employees (including pre- and post-doctoral staff) contributing to the completion of Federal awards for research must be recognized in the application of these principles.

(g) The recipient or subrecipient must not earn or keep any profit resulting from Federal financial assistance unless explicitly authorized by the terms and conditions of the Federal award. See also § 200.307. When the required activities of a fixed amount award were completed in accordance with the terms and conditions of the award, the unexpended funds retained by the recipient or subrecipient are not considered profit.

## § 200.401 Application.

(a) ***General.*** The recipient and subrecipient must apply these principles in determining allowable costs under Federal awards. The recipient and subrecipient must also use these principles as a guide in pricing fixed-price contracts and subcontracts when costs are used in determining the appropriate price. These cost principles do not apply to:

(1) Arrangements under which Federal financing is in the form of loans, scholarships, fellowships, traineeships, or other fixed amounts based on items such as education allowance or published tuition rates and fees.

(2) Capitation awards based on case counts or the number of beneficiaries.

(3) Fixed amount awards, except as provided in § 200.101(b). See also § 200.201.

(4) Federal awards to hospitals (see Appendix IX of this part).

(5) Food commodities provided through grants and cooperative agreements.

(6) Other awards under which the recipient or subrecipient is not required to account for actual costs incurred.

(b) ***Federal contract.*** A Federal contract awarded to a recipient is subject to the Cost Accounting Standards (CAS). It must incorporate the applicable CAS requirements per 48 CFR Chapter 99 and 48 CFR part 30 (FAR Part 30). With respect to the allocation of costs, the Cost Accounting Standards at 48 CFR parts 9904 or 9905 take precedence over the cost principles in subpart E. When a contract with a recipient is subject to full CAS coverage, the allowability of certain costs under the cost principles will be affected by the allocation provisions of the Cost Accounting Standards (for example, CAS 414—48 CFR 9904.414—Cost of Money as an Element of the Cost of Facilities Capital, and CAS 417—48 CFR 9904.417—Cost of Money as an Element of the Cost of Capital Assets Under Construction, apply instead of the allowability provisions of § 200.449). For example, the allowability of costs in CAS-covered contracts is determined first by the allocation provisions of the Cost Accounting Standards rather than the allowability provisions in § 200.449 (unless the CAS does not address the specific costs). In complying with those requirements, the recipient's application of cost accounting practices for estimating, accumulating, and reporting costs for Federal awards and CAS-covered contracts must be consistent with 48 CFR. The recipient only needs to maintain one set of accounting records supporting the allocation of costs if the recipient administers both Federal awards and CAS-covered contracts.

(c) ***Exemptions.*** Some nonprofit organizations, because of their size and nature of operations, can be considered to be similar to for-profit organizations in terms of the applicability of cost principles. These nonprofit organizations must operate under Federal cost principles that apply to for-profit organizations located at 48 CFR 31.2. Appendix VIII contains a list of these nonprofit organizations. Other organizations may be added to this list if approved by the cognizant agency for indirect costs.

BASIC CONSIDERATIONS

## § 200.402 Composition of costs.

The total cost of a Federal award is the sum of the allowable direct and allocable indirect costs minus any applicable credits

## § 200.403 Factors affecting allowability of costs.

Except where otherwise authorized by statute, costs must meet the following criteria to be allowable under Federal awards:

(a) Be necessary and reasonable for the performance of the Federal award and be allocable thereto under these principles.

(b) Conform to any limitations or exclusions set forth in these principles or in the Federal award as to types or amount of cost items.

(c) Be consistent with policies and procedures that apply uniformly to both federally financed and other activities of the recipient or subrecipient.

(d) Be accorded consistent treatment. For example, a cost must not be assigned to a Federal award as a direct cost if any other cost incurred for the same purpose in like circumstances has been allocated to the Federal award as an indirect cost.

(e) Be determined in accordance with generally accepted accounting principles (GAAP), except, for State and local governments and Indian Tribes only, as otherwise provided for in this part.

(f) Not be included as a cost or used to meet cost sharing requirements of any other federally-financed program in either the current or a prior period. See § 200.306(b).

(g) Be adequately documented. See §§ 200.300 through 200.309.

(h) Administrative closeout costs may be incurred until the due date of the final report(s). If incurred, these costs must be liquidated prior to the due date of the final report(s) and charged to the final budget period of the award unless otherwise specified by the Federal agency. All other costs must be incurred during the approved budget period. At its discretion, the Federal agency is authorized to waive prior written approvals to carry forward unobligated balances to subsequent budget periods. See § 200.308(g)(3).

## § 200.404 Reasonable costs.

A cost is reasonable if it does not exceed an amount that a prudent person would incur under the circumstances prevailing when the decision was made to incur the cost. In determining the reasonableness of a given cost, consideration must be given to the following:

(a) Whether the cost is generally recognized as ordinary and necessary for the recipient's or subrecipient's operation or the proper and efficient performance of the Federal award;

(b) The restraints or requirements imposed by such factors as sound business practices; arm's-length bargaining; Federal, State, local, tribal, and other laws and regulations; and terms and conditions of the Federal award;

(c) Market prices for comparable costs for the geographic area;

(d) Whether the individuals concerned acted with prudence in the circumstances considering their responsibilities to the recipient or subrecipient, its employees, its students or membership (if applicable), the public at large, and the Federal Government; and

(e) Whether the cost represents a deviation from the recipient's or subrecipient's established written policies and procedures for incurring costs.

## § 200.405 Allocable costs.

(a) ***Allocable costs in general.*** A cost is allocable to a Federal award or other cost objective if the cost is assignable to that Federal award or other cost objective in accordance with the relative benefits received. This standard is met if the cost satisfies any of the following criteria:

(1) Is incurred specifically for the Federal award;

(2) Benefits both the Federal award and other work of the recipient or subrecipient and can be distributed in proportions that may be approximated using reasonable methods; or

(3) Is necessary to the overall operation of the recipient or subrecipient and is assignable in part to the Federal award in accordance with these cost principles.

(b) ***Allocation of indirect costs.*** All activities which benefit from the recipient's or subrecipient's indirect cost, including unallowable activities and donated services by the recipient or subrecipient or third parties, will receive an appropriate allocation of indirect costs.

(c) ***Limitation on charging certain allocable costs to other Federal awards.*** A cost allocable to a particular Federal award may not be charged to other Federal awards (for example, to overcome fund deficiencies or to avoid restrictions imposed by Federal statutes, regulations, or the terms and conditions of the Federal awards). However, this prohibition would not preclude the recipient or subrecipient from shifting costs that are allowable under two or more Federal awards in accordance with existing Federal statutes, regulations, or the terms and conditions of the Federal awards.

(d) ***Direct cost allocation principles.*** If a cost benefits two or more projects or activities in proportions that can be determined without undue effort or cost, the cost must be allocated to the projects based on the proportional benefit However, when those proportions cannot be determined because of the interrelationship of the work involved, then, notwithstanding paragraph (c), the costs may be allocated or transferred to benefitted projects on any reasonable documented basis. Where the purchase of equipment or other capital asset is specifically authorized under a Federal award, the costs are assignable to the Federal award regardless of the use that may be made of the equipment or other capital asset involved, when no longer needed for the purpose for which it was originally required. See also §§ 200.310 through 200.316 and 200.439.

(e) ***Costs of contracts subject to CAS.*** If a contract is subject to CAS, costs must be allocated to that contract according to the Cost Accounting Standards, which take precedence over the allocation provisions in this part.

## § 200.406 Applicable credits.

(a) Applicable credits refer to transactions that offset or reduce direct or indirect costs allocable to a Federal award. Examples of such transactions are purchase discounts, rebates or allowances, recoveries or indemnities on losses, insurance refunds or rebates, and adjustments of overpayments or erroneous charges. To the extent that such credits accruing to or received by the recipient or subrecipient relate to allowable costs, they must be credited to the Federal award either as a cost reduction or cash refund, as appropriate.

(b) In some instances, the amounts received from the Federal Government to finance activities or service operations of the recipient or subrecipient should be treated as applicable credits. Specifically, the concept of netting such credit items (including any amounts used to meet cost sharing requirements) must be recognized in determining the rates or amounts to be charged to the Federal award. See §§ 200.436 and 200.468 for potential application areas.

## § 200.407 Prior written approval (prior approval).

The reasonableness and allocability of certain costs under Federal awards may be difficult to determine. To avoid subsequent disallowance or dispute based on unreasonableness or nonallocability, the recipient may seek the prior written approval of the Federal agency (or, for indirect costs, the cognizant agency for indirect costs) before

incurring the cost. The absence of prior written approval on any element of cost will not, in itself, affect the reasonableness or allocability of that cost unless prior approval is specifically required for allowability as described under certain circumstances in the following sections:

(a) Section 200.306 Cost sharing;

(b) Section 200.307 Program income;

(c) Section 200.308 Revision of budget and program plans;

(d) Section 200.333 Fixed amount subawards;

(e) Section 200.430 Compensation—personal services, paragraph (h);

(f) Section 200.431 Compensation—fringe benefits;

(g) Section 200.439 Equipment and other capital expenditures;

(h) Section 200.440 Exchange rates;

(i) Section 200.441 Fines, penalties, damages and other settlements;

(j) Section 200.442 Fund raising and investment management costs;

(k) Section 200.445 Goods or services for personal use;

(l) Section 200.447 Insurance and indemnification;

(m) Section 200.455 Organization costs;

(n) Section 200.458 Pre-award costs;

(o) Section 200.462 Rearrangement and reconversion costs;

(p) Section 200.475 Travel costs.

## § 200.408 Limitation on allowance of costs.

Statutory requirements may limit the allowability of costs. Any costs that exceed the maximum amount allowed by statute may not be charged to the Federal award. Only the amount allowable by statute may be charged to the Federal award.

## § 200.409 Special considerations.

Other sections in this part describe special considerations and requirements applicable to states, local governments, Indian Tribes, and IHEs. In addition, certain provisions among the items of cost in this subpart are only applicable to certain types of recipients and subrecipients, as specified in the following sections:

(a) Direct and Indirect Costs (§§ 200.412-200.415);

(b) Special Considerations for States, Local Governments and Indian Tribes (§§ 200.416 and 200.417); and

(c) Special Considerations for Institutions of Higher Education (§§ 200.418 and 200.419).

## § 200.410 Collection of unallowable costs.

Payments made for costs determined to be unallowable by either the awarding Federal agency, cognizant agency for indirect costs, or pass-through entity must be refunded with interest to the Federal Government. Unless directed by Federal statute or regulation, repayments must be made in accordance with the instructions provided by the Federal agency or pass-through entity that made the allowability determination. See §§ 200.300 through 200.309, and § 200.346.

## § 200.411 Adjustment of previously negotiated indirect cost rates containing unallowable costs.

(a) Negotiated indirect cost rates based on a proposal later found to have included costs that:

(1) Are unallowable as specified by Federal statutes, regulations or the terms and conditions of a Federal award; or

(2) Are unallowable because they are not allocable to the Federal award(s), must be adjusted, or a refund must be made in accordance with the requirements of this section. These adjustments or refunds are intended to correct the proposals used to establish the rates and do not constitute a reopening of the rate negotiation. The adjustments or refunds must be made regardless of the type of rate negotiated (predetermined, final, fixed, or provisional).

(b) For rates covering a future fiscal year of the recipient or subrecipient, the unallowable costs must be removed from the indirect cost pools and the rates must be adjusted.

(c) For rates covering a past period, the Federal share of the unallowable costs must be computed for each year involved, and a cash refund (including interest) must be made to the Federal Government in accordance with the directions provided by the cognizant agency for indirect costs. When cash refunds are made for past periods covered by provisional or fixed rates, appropriate adjustments must be made when the rates are finalized to avoid duplicate recovery of the unallowable costs.

(d) For rates covering the current period, either a rate adjustment or a refund, as described in paragraphs (b) and (c) of this section, must be required by the cognizant agency for indirect costs. The choice of method must be at the discretion of the cognizant agency for indirect costs, based on its judgment as to which method would be most practical.

(e) The amount or proportion of unallowable costs included in each year's rate will be assumed to be the same as the amount or proportion of unallowable costs included in the base year proposal used to establish the rate.

DIRECT AND INDIRECT COSTS

## § 200.412 Classification of costs.

There is no universal rule for classifying certain costs as direct or indirect costs. A cost may be direct for some specific service or function but indirect for the Federal award or other final cost objective. Therefore, each cost incurred for the same purpose in like circumstances must be treated consistently either as a direct or an indirect cost to avoid possible double-charging of Federal awards. Guidelines for determining direct and indirect costs charged to Federal awards are provided in this subpart.

## § 200.413 Direct costs.

(a) ***General.*** Direct costs are those costs that can be identified specifically with a particular final cost objective, such as a Federal award, or other internally or externally funded activity, or that can be directly assigned to such activities relatively easily with a high degree of accuracy. Costs incurred for the same purpose in like circumstances must be treated consistently as direct or indirect costs. See § 200.405.

(b) ***Application to Federal awards.*** The association of costs with a Federal award determines whether costs are direct or indirect. Costs charged directly to a Federal award are typically incurred specifically for that Federal award (including, for example, supplies needed to achieve the award's objectives and the proportion of employee compensation and fringe benefits expended in relation to that specific award). Costs that otherwise would be treated as indirect costs may also be considered direct costs if they are directly related to a specific award (including, for example, extraordinary utility consumption, the cost of materials supplied from stock or services rendered by specialized facilities, cybersecurity, integrated data systems, asset management systems, performance management costs, program evaluation costs, or other institutional service operations).

(c) ***Administrative and clerical staff salaries.*** Administrative and clerical staff salaries should normally be treated as indirect costs. Direct charging of these costs may be appropriate only if they meet all of the following conditions:

(1) The administrative or clerical services are integral to a Federal award;

(2) Individuals involved can be specifically identified with a Federal award; and

(3) The costs are not also recovered as indirect costs.

(d) ***Minor items.*** A direct cost of a minor amount may be treated as an indirect cost, for reasons of practicality, provided that it is treated consistently for all Federal and non-Federal purposes.

(e) ***Treatment of unallowable costs in determining indirect cost rates.*** The costs of certain activities are not allowable as charges to Federal awards. Even though these costs are unallowable, they must be treated as direct costs for purposes of determining indirect cost rates and be allocated their equitable share of the recipient's or subrecipient's indirect costs if they represent activities which:

(1) Include the salaries of personnel;

(2) Occupy space; and

(3) Benefit from the recipient's or subrecipient's indirect costs.

(f) ***Treatment of certain costs for nonprofit organizations.*** For nonprofit organizations, the costs of activities performed by the nonprofit organization primarily as a service to members, clients, or the general public when significant and necessary to the organization's mission must be treated as direct costs whether or not allowable, and be allocated an equitable share of indirect costs. Some examples of these types of activities include:

(1) Maintenance of membership rolls, subscriptions, publications, and related functions. See § 200.454.

(2) Providing services and information to members, the government, or the public. See §§ 200.454 and 200.450.

(3) Promotion, lobbying, and other forms of public relations. See §§ 200.421 and 200.450.

(4) Conferences (except those held to conduct the general administration of the recipient or subrecipient). See also § 200.432.

(5) Maintenance, protection, and investment of special funds not used in the recipient's or subrecipient's operation. See also § 200.442.

(6) Administration of group benefits on behalf of members or clients, including life and hospital insurance, annuity or retirement plans, and financial aid. See also § 200.431.

## § 200.414 Indirect costs.

(a) ***Facilities and administration classification.*** For major Institutions of Higher Education (IHE) and major nonprofit organizations, indirect costs must be classified within two broad categories: "Facilities" and "Administration." "Facilities" is defined as depreciation on buildings, equipment and capital improvements, interest on debt associated with certain buildings, equipment and capital improvements, and operations and maintenance expenses. "Administration" is defined as general administration and general expenses such as the director's office, accounting, personnel, and all other types of expenditures not listed specifically under one of the subcategories of "Facilities" (including cross allocations from other pools, where applicable). For nonprofit organizations, library expenses are included in the "Administration" category; for IHEs, they are included in the "Facilities" category. Major IHEs are defined as those required to use the Standard Format for Submission as noted in Appendix III. Major nonprofit organizations are those which receive more than $10 million in direct Federal funding.

(b) ***Diversity of nonprofit organizations.*** It is not always possible to specify the types of costs that may be classified as indirect costs for nonprofit organizations due to the diversity of their accounting practices. The association of a cost with a Federal award is the determining factor in distinguishing direct from indirect costs. However, typical examples of indirect cost for many nonprofit organizations may include depreciation on buildings and equipment, the costs of operating and maintaining facilities, and general administration and general expenses, such as the salaries and expenses of executive officers, personnel administration, and accounting.

(c) ***Federal Agency Acceptance of Negotiated Indirect Cost Rates.*** (See § 200.306.)

(1) Negotiated indirect cost rates must be accepted by all Federal agencies. A Federal agency may use a rate different from the negotiated rate for either a class of Federal awards or a single Federal award only when required by Federal statute or regulation, or when approved by the awarding Federal agency in accordance with paragraph (c)(3) of this section.

(2) The Federal agency must notify OMB of any approved deviations. The recipient or subrecipient may notify OMB of any disputes with Federal agencies regarding the application of a federally negotiated indirect cost rate.

(3) The Federal agency must implement, and make publicly available, the policies, procedures and general decision-making criteria that their programs will follow to seek and justify deviations from negotiated rates.

(4) The Federal agency must include, in the notice of funding opportunity, the policies relating to indirect cost rate reimbursement or cost share as approved under paragraph (e). As appropriate, the Federal agency should incorporate discussion of these policies into its outreach activities with applicants before posting a notice of funding opportunity. See § 200.204.

(d) ***Pass-through entities.*** Pass-through entities are subject to the requirements in § 200.332(b)(4) and must accept all federally negotiated indirect costs rates for subrecipients.

(e) ***Appendices.*** Requirements for development and submission of indirect cost rate proposals and cost allocation plans are contained in the following Appendices:

(1) Appendix III to Part 200—Indirect (F&A) Costs Identification and Assignment, and Rate Determination for Institutions of Higher Education (IHEs);

(2) Appendix IV to Part 200—Indirect (F&A) Costs Identification and Assignment, and Rate Determination for Nonprofit Organizations;

(3) Appendix V to Part 200—State/Local Government-wide Central Service Cost Allocation Plans;

(4) Appendix VI to Part 200—Public Assistance Cost Allocation Plans;

(5) Appendix VII to Part 200—States and Local Government and Indian Tribe Indirect Cost Proposals; and

(6) Appendix IX to Part 200—Hospital Cost Principles.

(f) ***De minimis rate.*** Recipients and subrecipients that do not have a current Federal negotiated indirect cost rate (including provisional rate) may elect to charge a de minimis rate of up to 15 percent of modified total direct costs (MTDC). The recipient or subrecipient is authorized to determine the appropriate rate up to this limit. Federal agencies and pass-through entities may not require recipients and subrecipients to use a de minimis rate lower than the negotiated indirect cost rate or the rate elected pursuant to this subsection unless required by Federal statute or regulation. The de minimis rate must not be applied to cost reimbursement contracts issued directly by the Federal Government in accordance with the FAR. Recipients and subrecipients are not required to use the de minimis rate. When applying the de minimis rate, costs must be consistently charged as either direct or indirect costs and may not be double charged or inconsistently charged as both. The de minimis rate does not require documentation to justify its use and may be used indefinitely. Once elected, the recipient or subrecipient must use the de minimis rate for all Federal awards until the recipient or subrecipient chooses to receive a negotiated rate.

(g) ***One-time extension of indirect rates.*** A recipient or subrecipient with a current Federal negotiated indirect cost rate may apply for a one-time extension of that agreement for up to four years. This extension will be subject to review and approval by the cognizant agency for indirect costs. If this extension is granted, the recipient or subrecipient may not request a rate review until the extension period ends. The recipient or subrecipient must re-apply to negotiate a new rate when the extension ends. After a new rate has been negotiated, the recipient or subrecipient may again apply for a one-time extension of the new rate in accordance with this paragraph.

## § 200.415 Required certifications.

(a) Financial reports must include a certification, signed by an official who is authorized to legally bind the recipient, which reads as follows: “By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812).”

(b) Subrecipients under the Federal award must certify to the pass-through entity whenever applying for funds, requesting payment, and submitting financial reports: “I certify to the best of my knowledge and belief that the information provided herein is true, complete, and accurate. I am aware that the provision of false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to

criminal, civil, or administrative consequences including, but not limited to violations of U.S. Code Title 18, Sections 2, 1001, 1343 and Title 31, Sections 3729-3730 and 3801-3812." Each such certification must be maintained pursuant to the requirements of § 200.334. This paragraph applies to all tiers of subrecipients.

(c) Certification of cost allocation plan or indirect cost rate proposal. Each cost allocation plan or indirect cost rate proposal must comply with the following:

(1) A proposal to establish a cost allocation plan or an indirect cost rate, whether submitted to a Federal cognizant agency for indirect costs or maintained on file by the recipient, must be certified by the recipient using the *Certificate of Cost Allocation Plan* or *Certificate of Indirect Costs* as set forth in appendices III through VII, and IX of this part. The certificate must be signed on behalf of the recipient by an individual at a level no lower than the vice president or chief financial officer of the recipient that submits the proposal.

(2) The Federal Government may either disallow all indirect costs or unilaterally establish an indirect cost rate when the recipient fails to submit a certified proposal for establishing a rate. This rate should be based upon audited historical data or other data furnished to the cognizant agency for indirect costs and for which it can be demonstrated that all unallowable costs have been excluded. The rate established must ensure that potentially unallowable costs are not reimbursed. Alternatively, the recipient may use the de minimis indirect cost rate. See § 200.414(f).

(d) Nonprofit organizations must certify that they did not meet the definition of a major nonprofit organization as defined in § 200.414(a), if applicable.

(e) The recipient must certify that the requirements and standards for lobbying (see § 200.450) have been met when submitting its indirect cost rate proposal.

SPECIAL CONSIDERATIONS FOR STATES, LOCAL GOVERNMENTS AND INDIAN TRIBES

## § 200.416 Cost allocation plans and indirect cost proposals.

(a) Awards to states, local governments, and Indian Tribes are often implemented at the level of department within the State, local government, or Indian Tribe. A central service cost allocation plan is established to allow such department to claim a portion of centralized service costs that are incurred in proportion to the award's activities. Examples of centralized service costs may include motor pools, computer centers, purchasing, and accounting. Since Federal awards are performed within the individual operating agencies, there needs to be a process whereby these central service costs can be identified and assigned to benefitted activities on a reasonable and consistent basis. The central service cost allocation plan establishes this process.

(b) Individual departments typically charge Federal awards for indirect costs through an indirect cost rate. A separate indirect cost rate proposal for each operating department is usually necessary to claim indirect costs under Federal awards. Indirect costs include:

(1) The indirect costs originating in each operating department of the State, local government, or Indian Tribe carrying out Federal awards; and

(2) The costs of central governmental services distributed through the central service cost allocation plan and not otherwise treated as direct costs.

(c) The requirements for developing and submitting cost allocation plans (for central service costs and public assistance programs) and indirect cost rate proposals are contained in appendices V, VI, and VII of this part.

### § 200.417 Interagency service.

An operating department may provide services to another operating department of the same State, local government, or Indian Tribe. In these instances, the cost of services provided may include allowable direct costs of the service plus a pro-rated share of indirect costs. A standard indirect cost rate equal to 15 percent of the direct salaries and wages for providing the service (excluding overtime, shift premiums, and fringe benefits) may be used instead of determining the actual indirect costs of the service. These services do not include centralized services that are included in central service cost allocation plans described in Appendix V of this part.

## Special Considerations for Institutions of Higher Education

### § 200.418 Costs incurred by states and local governments.

Costs incurred or paid by a State or local government on behalf of and in direct benefit to its IHEs are allowable. These costs include but are not limited to fringe benefit programs such as pension costs and Federal Insurance Contributions Act (FICA) costs. These costs are allowable regardless of whether they are recorded in the accounting records of the institutions, subject to the following conditions:

(a) The costs meet the requirements of § 200.402-200.411;

(b) The costs are properly supported by approved cost allocation plans in accordance with the applicable cost accounting principles of this part; and

(c) The costs are not otherwise borne directly or indirectly by the Federal Government.

### § 200.419 Cost accounting standards.

An IHE that receive an aggregate total $50 million or more in Federal awards and instruments subject to this subpart (as specified in § 200.101) in its most recently completed fiscal year must comply with the Cost Accounting Standards Board's cost accounting standards located at 48 CFR 9905.501, 9905.502, 9905.505, and 9905.506. CAS-covered contracts and subcontracts awarded to the IHEs are subject to the broader range of CAS requirements at 48 CFR 9900 through 9999 and 48 CFR part 30 (FAR Part 30).

GENERAL PROVISIONS FOR SELECTED ITEMS OF COST

### § 200.420 Considerations for selected items of cost.

(a) This section provides principles to be applied in establishing the allowability of certain items involved in determining cost, in addition to other requirements of this subpart. These principles apply whether or not a particular cost item is properly treated as a direct or indirect cost.

(b) The following sections are not intended to be a comprehensive list of potential items of cost encountered under Federal awards. Failure to mention a particular item of cost, including as an example in certain sections, is not intended to imply that it is either allowable or unallowable. When determining the allowability for an item of cost, each case should be based on the treatment provided for similar or related

items of cost and based on the principles described in §§ 200.402 through 200.411. In case of a discrepancy between the provisions of a specific Federal award and the provisions below, the Federal award governs. Criteria outlined in § 200.403 must be applied in determining allowability.

## § 200.421 Advertising and public relations.

(a) The term advertising costs means the costs of advertising media and corollary administrative costs. Advertising media includes, but is not limited to, magazines, newspapers, radio and television, direct mail, exhibits, and electronic or computer transmittals.

(b) The only allowable advertising costs are those which are solely for:

(1) The recruitment of personnel required by the recipient or subrecipient for the performance of a Federal award (See also § 200.463);

(2) The procurement of goods and services for the performance of a Federal award;

(3) The disposal of scrap or surplus materials acquired in the performance of a Federal award except when the recipient or subrecipient is reimbursed for disposal costs at a predetermined amount; or

(4) Program outreach (for example, recruiting project participants) and other specific purposes necessary to meet the Federal award requirements.

(c) The term “public relations” includes community relations and means those activities dedicated to maintaining the recipient's or subrecipient's image or maintaining or promoting understanding and favorable relations with the community or public at large or any segment of the public.

(d) The only allowable public relations costs are:

(1) Costs specifically required by the Federal award;

(2) Costs of communicating with the public and press about specific activities or accomplishments which result from the performance of the Federal award (these costs are considered necessary as part of the outreach effort for the Federal award); or

(3) Costs of conducting general liaison with news media and government public relations officers, to the extent that such activities are limited to communication and liaison necessary to keep the public informed on matters of public concern, such as notices of funding opportunities or financial matters.

(e) Unallowable advertising and public relations costs include the following:

(1) All advertising and public relations costs other than as specified in paragraphs (b) and (d) of this section;

(2) Costs of meetings, conventions, conferences, or other events related to other activities of the entity (see also § 200.432), including:

(i) Costs of displays, demonstrations, and exhibits;

(ii) Costs of meeting rooms, hospitality suites, and other special facilities used in conjunction with shows and other special events; and

(iii) Salaries and wages of employees engaged in setting up and displaying exhibits, making demonstrations, and providing briefings;

(3) Costs of promotional items and memorabilia;

(4) Costs of advertising and public relations designed solely to promote the recipient or subrecipient.

## § 200.422 Advisory councils.

An advisory council or committee is a body that provides advice to the management of such entities as corporations, organizations, or foundations. Costs incurred by both internal and external advisory councils or committees are allowable if authorized by statute, the Federal agency, or as an indirect cost where allocable to Federal awards. See § 200.444, which applies to States, local governments, and Indian Tribes.

## § 200.423 Alcoholic beverages.

The cost of alcoholic beverages is unallowable.

## § 200.424 Alumni activities.

Costs incurred by IHEs for, or in support of, alumni activities are unallowable.

## § 200.425 Audit services.

(a) A reasonably proportionate share of the costs of audits required by and performed in accordance with the Single Audit Act Amendments of 1996 (31 U.S.C. 7501-7507), and the requirements of this part are allowable. However, the following audit costs are unallowable:

(1) Any costs when audits required by the Single Audit Act and subpart F of this part have not been conducted, or have been conducted but not in accordance with the requirements; and

(2) Except as provided for in paragraph (c) of this section, any costs of auditing a non-Federal entity that is exempted from having an audit conducted under the Single Audit Act and subpart F of this part because its expenditures under Federal awards are less than $1,000,000 during its fiscal year."

(b) The costs of a financial statement audit of a recipient or subrecipient that does not currently have a Federal award may be included in the indirect cost pool for a cost allocation plan or indirect cost proposal.

(c) Pass-through entities may charge Federal awards for the cost of agreed-upon procedures engagements to monitor subrecipients (in accordance with §§ 200.331-333) exempt from having an audit conducted under the Single Audit Act and the *requirements of this part.* This cost is allowable only if the agreed-upon procedures engagements are:

(1) Conducted in accordance with GAGAS or applicable international attestation standards, as appropriate;

(2) Paid for and arranged by the pass-through entity; and

(3) Limited in scope to one or more of the following types of compliance requirements: activities allowed or unallowed; allowable costs/cost principles; eligibility; and reporting.

## § 200.426 Bad debts.

Bad debts (debts determined to be uncollectable), including losses (whether actual or estimated) arising from uncollectable accounts and other claims, are unallowable. Related collection costs, and related legal costs, arising from such debts are also unallowable. See § 200.428.

## § 200.427 Bonding costs.

(a) Bonding costs arise when the Federal agency requires assurance against financial loss to itself or others because of an act or default of the recipient or subrecipient. They also arise when the recipient or subrecipient requires similar assurance, including bonds as bid, performance, payment, advance payment, infringement, and fidelity bonds for employees and officials.

(b) Costs of bonding required under the Federal award's terms and conditions are allowable.

(c) Costs of bonding required by the recipient or subrecipient in the general conduct of its operations are allowable as an indirect cost to the extent that such bonding is in accordance with sound business practice and the rates and premiums are reasonable under the circumstances.

## § 200.428 Collections of improper payments.

The costs incurred by a recipient or subrecipient to recover improper payments, including improper overpayments, are allowable as either direct or indirect costs, as appropriate. The recipient or subrecipient may use the amounts collected in accordance with cash management standards described in § 200.305.

## § 200.429 Commencement and convocation costs.

For IHEs, costs incurred for commencements and convocations are unallowable, except as activity costs provided for in Appendix III, (B)(9) Student Administration and Services.

## § 200.430 Compensation—personal services.

(a) ***General.*** Compensation for personal services includes all remuneration, paid currently or accrued, for services of employees rendered during the period of performance under the Federal award, including but not necessarily limited to wages and salaries. Compensation for personal services may also include fringe benefits addressed in § 200.431. Costs of compensation are allowable to the extent that they satisfy the specific requirements of this part and that the total compensation for individual employees:

(1) Is reasonable for the services rendered and conforms to the established written policy of the recipient or subrecipient consistently applied to both Federal and non-Federal activities;

(2) Follows an appointment made in accordance with the recipient's or subrecipient's laws, rules, or written policies and meets the requirements of Federal statute, where applicable; and

(3) Is determined and supported as provided in paragraph (g) of this section, when applicable.

(b) ***Reasonableness.*** Compensation for employees engaged in work on Federal awards will be reasonable to the extent that it is consistent with that paid for similar work in other activities of the recipient or subrecipient. In cases where the kinds of employees required for Federal awards are not found in the other activities of the recipient or subrecipient, compensation will be considered reasonable to the extent that it is comparable to that paid for similar work in the labor market in which the recipient or subrecipient competes for the kind of employees involved.

(c) ***Professional activities outside the recipient or subrecipient.*** Unless the Federal agency expressly authorizes an arrangement, a recipient or subrecipient must follow its written policies and procedures concerning the permissible extent of professional services that can be provided outside the recipient or subrecipient for non-organizational compensation. Where the recipient or subrecipient does not have

written policies or procedures, or they do not adequately define the permissible extent of consulting or other non-organizational activities undertaken for extra outside pay, the Federal Government may require the recipient or subrecipient to allocate the effort of professional staff working on Federal awards between:

(1) Recipient or subrecipient activities, and

(2) Non-organizational professional activities. Appropriate arrangements governing compensation must be negotiated on a case-by-case basis if the Federal agency considers the extent of non-organizational professional effort excessive or inconsistent with the conflicts-of-interest terms and conditions of the Federal award.

(d) ***Unallowable costs.***

(1) Costs unallowable under other sections of these principles must not be allowable under this section solely because they constitute personnel compensation.

(2) The allowable compensation for certain employees is subject to a ceiling in accordance with Federal statute. See 10 U.S.C. 3744(a)(16), 41 U.S.C. 1127, and 41 U.S.C. 4304(a)(16) for the ceiling amount, covered compensation subject to the ceiling, covered employees, and other relevant provisions for cost-reimbursement contracts. For other types of Federal awards, other statutory ceilings may apply.

(e) ***Special considerations.*** Special considerations in determining the allowability of compensation will be given to any change in a recipient's or subrecipient's compensation policy resulting in a substantial increase in its employees' level of compensation (particularly when the change was concurrent with an increase in the ratio of Federal awards to other activities) or any change in the treatment of allowability of specific types of compensation due to changes in Federal policy.

(f) ***Incentive compensation.*** Incentive compensation to employees based on cost reduction, efficient performance, suggestion awards, or safety awards is allowable to the extent that the overall compensation is determined to be reasonable and such costs are paid or accrued according to an agreement entered into in good faith between the recipient or subrecipient and the employees before the services were rendered, or according to an established plan followed by the recipient or subrecipient so consistently as to imply, in effect, an agreement to make such payment.

(g) ***Standards for Documentation of Personnel Expenses.***

(1) Charges to Federal awards for salaries and wages must be based on records that accurately reflect the work performed. These records must:

(i) Be supported by a system of internal control that provides reasonable assurance that the charges are accurate, allowable, and properly allocated;

(ii) Be incorporated into the official records of the recipient or subrecipient;

(iii) Reasonably reflect the total activity for which the employee is compensated by the recipient or subrecipient, not exceeding 100 percent of compensated activities (for IHEs, this is the IBS);

(iv) Encompass federally-assisted and all other activities compensated by the recipient or subrecipient on an integrated basis but may include the use of subsidiary records as defined in the recipient's or subrecipient's written policy;

(v) Comply with the established accounting policies and procedures of the recipient or subrecipient (See paragraph (i)(1)(ii) of this section for treatment of incidental work for IHEs.); and

(vi) Support the distribution of the employee's salary or wages among specific activities or cost objectives if the employee works on more than one Federal award; a Federal award and non-Federal award; an indirect cost activity and a direct cost activity; two or more indirect activities allocated using different allocation bases; or an unallowable activity and a direct or indirect cost activity.

(vii) Budget estimates (meaning, estimates determined before the services are performed) alone do not qualify as support for charges to Federal awards, but may be used for interim accounting purposes, provided that:

(A) The system for establishing the estimates produces reasonable approximations of the activity performed;

(B) Significant changes in the related work activity (as defined by the recipient's or subrecipient's written policies) are promptly identified and entered into the records. Short-term (such as one or two months) fluctuations between workload categories do not need to be considered as long as the distribution of salaries and wages is reasonable over the longer term; and

(C) The recipient's or subrecipient's system of internal controls includes processes to perform periodic after-the-fact reviews of interim charges made to a Federal award based on budget estimates. All necessary adjustments must be made so that the final amount charged to the Federal award is accurate, allowable, and properly allocated.

(viii) Because practices vary as to the activity constituting a full workload (for example, the Institutional Base Salary (IBS) for IHEs), records may reflect categories of activities expressed as a percentage distribution of total activities.

(ix) It is recognized that teaching, research, service, and administration are often inextricably intermingled in an academic setting. Therefore, a precise assessment of factors contributing to costs is not required when IHEs record salaries and wages charged to Federal awards.

(2) For records that meet the standards required in paragraph (g)(1) of this section, the recipient or subrecipient is not required to provide additional support or documentation for the work performed other than that referenced in paragraph (g)(3) of this section.

(3) In accordance with Department of Labor regulations implementing the Fair Labor Standards Act (FLSA) (29 CFR part 516), charges for the salaries and wages of nonexempt employees, in addition to the supporting documentation described in this section, must also be supported by records indicating the total number of hours worked each day.

(4) Salaries and wages of employees used in meeting cost sharing requirements on Federal awards must be supported in the same manner as salaries and wages claimed for reimbursement from Federal awards.

(5) States, local governments, and Indian Tribes may use substitute processes or systems for allocating salaries and wages to Federal awards either in place of or in addition to the records described in paragraph (g)(1) of this section if approved by the cognizant agency for indirect cost. Such systems may include, but are not limited to, random moment sampling, “rolling” time studies, case counts, or other quantifiable measures of work performed.

(i) Substitute systems that use sampling methods (primarily for Temporary Assistance for Needy Families (TANF), the Supplemental Nutrition Assistance Program (SNAP), Medicaid, and other public assistance programs) must meet acceptable statistical sampling standards, including:

(A) The sampling universe must include all of the employees whose salaries and wages are to be allocated based on sample results except as provided in paragraph (g)(5)(iii);

(B) The sample must cover the entire period involved; and

(C) The results must be statistically valid and applied to the period being sampled.

(ii) Allocating charges for the sampled employees' supervisors and clerical and support staff, based on the results of the sampled employees, will be acceptable.

(iii) Less than full compliance with the statistical sampling standards noted in paragraph (5)(i) may be accepted by the cognizant agency for indirect costs if it concludes that the amounts allocated to Federal awards will be minimal or if it concludes that the system proposed by the recipient or subrecipient will result in lower costs to Federal awards than a system which complies with the standards.

(6) Cognizant agencies for indirect costs are encouraged to approve alternative proposals based on outcomes and milestones for program performance when these are clearly documented. These plans are acceptable as an alternative to requirements in paragraph (g)(1) of this section when approved by the cognizant agency for indirect costs.

(7) For Federal awards of similar purpose activity or instances of approved blended funding, a recipient or subrecipient may submit performance plans that incorporate funds from multiple Federal awards and account for their combined use based on performance-oriented metrics, provided the plans are approved in advance by all involved Federal agencies. In these instances, the recipient or subrecipient must submit a request for waiver of the requirements based on documentation that describes the method of charging costs, relates the charging of costs to the specific activity that is applicable to all fund sources, and is based on quantifiable measures of the activity in relation to time charged.

(8) For a recipient or subrecipient whose records do not meet the standards described in this section, the Federal Government may require personnel activity reports, including prescribed certifications, or equivalent documentation supporting the records as required in this section.

(h) ***Nonprofit organizations.*** This paragraph (h) provides guidance specific to only nonprofit organizations. For compensation to members of nonprofit organizations, trustees, directors, associates, officers, or the immediate families thereof, a determination must be made that the compensation is reasonable for the actual personal services rendered rather than a distribution of earnings above actual costs. Compensation may include director's and executive committee member's fees, incentive awards, off-site or incentive pay, location allowances, hardship pay, and cost-of-living differentials.

(i) ***Institutions of Higher Education (IHEs).*** This paragraph provides guidance specific to only IHEs.

(1) ***Determining allowable personnel costs.*** Certain conditions require special consideration and possible limitations in determining allowable personnel compensation costs under Federal awards. Among such conditions are the following:

(i) Allowable activities. Charges to Federal awards may include reasonable amounts for activities contributing and directly related to work under an agreement, such as delivering special lectures about specific aspects of the ongoing activity, writing reports and articles, developing and maintaining protocols (human, animals, etcetera), managing substances/chemicals, managing and securing project-specific data, coordinating research subjects, participating in appropriate seminars, consulting with colleagues and graduate students, and attending meetings and conferences.

(ii) Incidental activities. Incidental activities for which supplemental compensation is allowable under the written institutional policy (at a rate not to exceed institutional base salary) do not need to be included in the records described in paragraph (g). To charge payments of incidental activities directly, such activities must either be expressly authorized in the Federal award budget or receive prior written approval by the Federal agency.

(2) ***Salary basis.*** Charges for work performed on Federal awards by faculty members during the academic year are allowable at the institutional base salary (IBS) rate. Except as noted in paragraph (i)(1)(ii), in no event will charges to Federal awards, irrespective of the basis of computation, exceed the proportionate share of the IBS for that period. This principle applies to all members of the faculty at an institution. IBS is the annual compensation paid by an IHE for an individual's appointment, whether that individual's time is spent on research, instruction, administration, or other activities. IBS excludes any income an individual earns outside of duties performed for the IHE. Unless there is prior approval by the Federal agency, charges of a faculty member's salary to a Federal award may not exceed the proportionate share of the IBS for the period during which the faculty member worked on the Federal award.

(3) ***Intra-Institution of Higher Education (IHE) consulting.*** Intra-IHE consulting by faculty should be undertaken as an IHE responsibility requiring no compensation in addition to IBS. However, in unusual cases where consultation is across departmental lines or involves a separate or remote operation, and the work performed by the faculty members is in addition to their regular responsibilities, any charges for such work representing additional compensation above IBS are allowable provided that such consulting arrangements are expressly authorized in the Federal award or approved in writing by the Federal agency.

(4) ***Extra service pay.*** Extra service pay typically represents overload compensation, subject to institutional compensation policies for services above and beyond IBS. Where extra service pay results from Intra-IHE consulting, it is subject to the same requirements of paragraph (b) of this section. It is allowable if all of the following conditions are met:

(i) The IHE establishes consistent written policies which apply uniformly to all faculty members, not just those working on Federal awards.

(ii) The IHE establishes a consistent written definition of work covered by IBS, which is specific enough to determine conclusively when work beyond that level has occurred. This definition may be described in appointment letters or other documentation.

(iii) The supplementation amount paid is commensurate with the IBS pay rate and additional work performed. See paragraph (i)(2) of this section.

(iv) The salaries, as supplemented, fall within the salary structure and pay ranges established by and documented in writing or otherwise applicable to the IHE.

(v) The total salaries charged to Federal awards, including extra service payments, are subject to the standards of documentation as described in paragraph (g).

(5) ***Periods outside the academic year.***

(i) Except as specified for teaching activity in paragraph (i)(5)(ii) of this section, charges for work performed by faculty members on Federal awards during periods not included in the base salary period must be at a rate not more than the IBS.

(ii) Charges for teaching activities performed by faculty members on Federal awards during periods not included in IBS period must be based on the written policy of the IHE governing compensation to faculty members for teaching assignments during such periods.

(6) ***Part-time faculty.*** Charges for work performed on Federal awards by faculty members having only part-time appointments must be determined at a rate not more than that regularly paid for part-time assignments.

(7) ***Sabbatical leave costs.*** Rules for sabbatical leave are as follows:

(i) Costs of leaves of absence by employees for performance of graduate work or sabbatical study, travel, or research are allowable, provided the IHE has a uniform written policy on sabbatical leave for persons engaged in instruction and persons engaged in research. These costs must be allocated equitably among all related activities of the IHE.

(ii) Where sabbatical leave is included in fringe benefits for which a cost is determined for assessment as a direct charge, the aggregate amount of such assessments applicable to all work of the institution during the base period must be reasonable in relation to the IHE's actual experience under its sabbatical leave policy.

(8) ***Salary rates for non-faculty members.*** Non-faculty full-time professional personnel may also earn "extra service pay" in accordance with the IHE's written policy and paragraph (i)(1)(i).

## § 200.431 Compensation—fringe benefits.

(a) ***General.*** Fringe benefits are allowances and services employers provide to their employees as compensation in addition to regular salaries and wages. Fringe benefits include, but are not limited to, the costs of leave, employee insurance, pensions, and unemployment benefits. Except as provided elsewhere in these principles, the costs of fringe benefits are allowable provided that the benefits are reasonable and are required by law, an organization-employee agreement, or an established policy of the recipient or subrecipient.

(b) ***Leave.*** The cost of fringe benefits in the form of regular compensation paid to employees during periods of authorized absences from the job, such as for annual leave, family-related leave, sick leave, holidays, court leave, military leave, administrative leave, and other similar benefits, are allowable if all of the following criteria are met:

(1) They are provided under established written leave policies;

(2) The costs are equitably allocated to all related activities, including Federal awards; and,

(3) The accounting basis (cash or accrual) selected for costing each type of leave is consistently followed by the recipient or subrecipient or a specified grouping of employees.

(i) When a recipient or subrecipient uses the cash basis of accounting, the cost of leave is recognized in the period that the leave is taken and paid for. Payments for unused leave when an employee retires or terminates employment are allowable in the year of payment and should be allocated as a general administrative expense to all activities or included in the fringe benefit rate.

(ii) The accrual basis may be only used for those types of leave for which a liability as defined by GAAP exists when the leave is earned. When a recipient or subrecipient uses the accrual basis of accounting, allowable leave costs are the lesser of the amount accrued or funded.

(c) ***Fringe benefits.*** The cost of fringe benefits in the form of employer contributions or expenses for social security; employee life, health, unemployment, and worker's compensation insurance (except as indicated in § 200.447); pension plan costs; and other similar benefits are allowable, provided such benefits are permitted under established written policies. The recipient or subrecipient must allocate fringe benefits to Federal awards and all other activities in a manner consistent with the pattern of benefits attributable to the individuals or group(s) of employees whose salaries and wages are chargeable to such Federal awards and other activities, and charged as direct or indirect costs following the recipient's or subrecipient's accounting practices.

(d) ***Cost objectives.*** The recipient or subrecipient may assign fringe benefits to cost objectives by identifying specific benefits to specific individual employees or by allocating them based on entity-wide salaries and wages of the employees receiving the benefits. When the allocation method is used, separate allocations must be made to selective groupings of employees unless the recipient or subrecipient demonstrates that costs in relationship to salaries and wages do not differ significantly for different groups of employees.

(e) ***Insurance.*** See also § 200.447(d)(1) and (2).

(1) Provisions for a reserve under a self-insurance program for unemployment compensation or workers' compensation are allowable to the extent that the provisions represent reasonable estimates of the liabilities for such compensation and the types of coverage, the extent of coverage, and rates and premiums would have been allowable had insurance been purchased to cover the risks. However, provisions for self-insured liabilities which do not become payable for more than one year after the provision is made must not exceed the present value of the liability.

(2) Insurance costs on the lives of trustees, officers, or other employees holding positions of similar responsibility are allowable only to the extent that the insurance represents additional compensation. The cost of such insurance is unallowable when the recipient or subrecipient is named as beneficiary.

(3) Actual claims paid to or on behalf of employees or former employees for workers' compensation, unemployment compensation, severance pay, and similar employee benefits (*for example,* post-retirement health benefits) are allowable in the year of payment provided that the recipient or subrecipient follows a consistent costing policy.

(f) ***Automobiles.*** That portion of automobile costs furnished by the recipient or subrecipient that relates to personal use by employees (including transportation to and from work) is unallowable as a fringe benefit or indirect costs regardless of whether the cost is reported as taxable income to the employees.

(g) ***Pension plan costs.*** Pension plan costs incurred in accordance with the established written policies of the recipient or subrecipient are allowable, provided that:

(1) Such policies meet the test of reasonableness.

(2) The methods of cost allocation are not discriminatory.

(3) The cost assigned to each fiscal year should be determined in accordance with GAAP, except for State and local governments.

(4) The costs assigned to a given fiscal year are funded for all plan participants within six months after the end of that year. However, increases to normal and past service pension costs caused by a delay in funding the actuarial liability beyond 30 calendar days after each quarter of the year to which such costs are assignable are unallowable. The recipient or subrecipient may follow the "Cost Accounting Standard for Composition and Measurement of Pension Costs" (48 CFR 9904.412).

(5) Premiums for pension plan termination insurance that are paid according to the Employee Retirement Income Security Act (ERISA) of 1974 (29 U.S.C. 1301-1461) are allowable. Late payment charges on such premiums are unallowable. Excise taxes on accumulated funding deficiencies and other penalties imposed under ERISA are unallowable.

(6) Pension plan costs may be computed using a pay-as-you-go method or an actuarial cost method recognized by GAAP and following the recipient's or subrecipient's established written policies.

(i) For pension plans financed on a pay-as-you-go method, allowable costs will be limited to those representing actual payments to retirees or their beneficiaries.

(ii) Pension costs calculated using an actuarial cost method recognized by GAAP are allowable for a given fiscal year if they are funded for that year within six months after the end of that year. Costs funded after six months (or a later period agreed to by the cognizant agency for indirect costs) are allowable in the year funded. The cognizant agency for indirect costs may agree to an extension if an appropriate adjustment is made to compensate for the timing of the charges to the Federal Government and related Federal reimbursement and the recipient's or subrecipient's contribution to the pension fund. Adjustments may be made by cash refund or other equitable procedures to compensate the Federal Government for the time value of Federal reimbursements in excess of contributions to the pension fund.

(iii) Amounts funded by the recipient or subrecipient in excess of the actuarially determined amount for a fiscal year may be used as the recipient's or subrecipient's contribution in future periods.

(iv) When a recipient or subrecipient establishes or converts to an acceptable actuarial cost method, as defined by GAAP, and funds pension costs in accordance with this method, the unfunded liability at the time of conversion is allowable if amortized over a period of years in accordance with GAAP.

(v) Payments for unfunded pension costs must be charged in accordance with the allocation principles of this subpart. Specifically, the recipient or subrecipient may not charge unfunded pension costs directly to a Federal award if those unfunded pension costs are not allocable to that award.

(vi) The recipient or subrecipient must provide the Federal Government an equitable share of any previously allowed pension costs (including subsequent earnings) that revert or inure to the recipient or subrecipient through a refund, withdrawal, or other credit.

(h) ***Post-retirement health.*** A post-retirement health plan (PRHP) refers to the costs of health insurance or health services not included in a pension plan covered by paragraph (g) for retirees and their spouses, dependents, and survivors. PRHP costs may be computed using a pay-as-you-go method or an actuarial cost method recognized by GAAP and following the recipient's or subrecipient's established written policies.

(1) For PRHP financed on a pay-as-you-go method, allowable costs will be limited to those representing actual payments to retirees or their beneficiaries.

(2) PRHP costs calculated using an actuarial cost method recognized by GAAP are allowable for a given fiscal year if they are funded for that year within six months after the end of that year. Costs funded after six months (or a later period agreed to by the cognizant agency for indirect costs) are allowable in the year funded. The cognizant agency for indirect costs may agree to an extension if an appropriate adjustment is made to compensate for the timing of the charges to the Federal Government and related Federal reimbursement and the recipient's or subrecipient's contributions to the PRHP fund. Adjustments may be made by cash refund, reduction in the current year's PRHP costs, or other equitable procedures to compensate the Federal Government for the time value of Federal reimbursements in excess of contributions to the PRHP fund.

(3) Amounts funded by the recipient or subrecipient in excess of the actuarially determined amount for a fiscal year may be used as the recipient's or subrecipient's contribution in future periods.

(4) If a recipient or subrecipient establishes or converts to an actuarial cost method and funds PRHP costs in accordance with this method, the initial unfunded liability attributable to prior years is allowable if amortized over a period of years in accordance with GAAP, or, if no such GAAP period exists, over a period negotiated with the cognizant agency for indirect costs.

(5) Payments for unfunded PRHP costs must be charged in accordance with the allocation principles of this subpart. Specifically, the recipient or subrecipient may not charge unfunded PRHP costs directly to a Federal award if those unfunded PRHP costs are not allocable to that award.

(6) To be allowable in the current year, the PRHP costs must be paid either to:

(i) An insurer or other benefit provider as current year costs or premiums; or

(ii) An insurer or trustee that will maintain a trust fund or reserve for the sole purpose of providing post-retirement benefits to retirees and other beneficiaries.

(7) The recipient or subrecipient must provide the Federal Government an equitable share of any previously allowed post-retirement benefit costs (including subsequent earnings) that revert or inure to the recipient or subrecipient through a refund, withdrawal, or other credit.

(i) ***Severance pay.***

(1) Severance pay, also commonly referred to as dismissal wages, is a payment in addition to regular salaries and wages, by recipients and subrecipients to workers whose employment is being terminated. Severance pay is allowable only to the extent that, in each case, it is required by:

(i) Law;

(ii) Employer-employee agreement;

(iii) Established policy that constitutes, in effect, an implied agreement on the recipient's or subrecipient's part; or

(iv) Circumstances of the particular employment.

(2) Costs of severance payments are divided into two categories as follows:

(i) Actual severance payments for normal turnover must be allocated to all activities; or, where the recipient or subrecipient provides for a reserve for normal severances, such method is acceptable if the charge to current operations is reasonable in light of payments made for normal severances over a representative past period, and if amounts charged are allocated to all activities of the recipient or subrecipient.

(ii) Measuring the costs of abnormal or mass severance pay by means of an accrual method will not achieve equity for both parties. Therefore, accruals are not allowable. However, the Federal Government recognizes its responsibility to contribute its fair share toward a specific payment. Prior approval by the Federal agency or cognizant agency for indirect cost, as appropriate, is required.

(3) Costs incurred in severance pay packages that are in excess of the standard severance pay provided by the recipient or subrecipient to an employee upon termination of employment and that are paid to the employee contingent upon a change in management control over, or ownership of, the recipient's or subrecipient's assets, are unallowable.

(4) Severance payments to foreign nationals employed by the recipient or subrecipient outside the United States, to the extent that the amount exceeds the customary or prevailing practices for the recipient or subrecipient in the United States, are unallowable unless they are required by applicable foreign law or necessary for the performance of Federal programs and approved by the Federal agency.

(5) Severance payments to foreign nationals employed by the recipient or subrecipient outside the United States due to the termination of the foreign national as a result of the closing of, or curtailment of activities by, the recipient or subrecipient in that country, are unallowable unless they are either:

(i) Required by applicable foreign law; or

(ii) Necessary for the performance of Federal programs and approved by the Federal agency.

(j) ***For IHEs only.***

(1) Fringe benefits in the form of undergraduate and graduate tuition or tuition remission for individual employees are allowable, provided such benefits are granted in accordance with established written policies of the IHE and are distributed to all IHE activities on an equitable basis. Tuition benefits for family members other than the employee are unallowable.

(2) Fringe benefits in the form of undergraduate and graduate tuition or tuition remission for individual employees not employed by the IHE are limited to the tax-free amount allowed by the Internal Revenue Code as amended (26 U.S.C. 127).

(3) IHEs may offer employees tuition waivers or reductions, provided that the benefit does not discriminate in favor of highly compensated employees. Employees can exercise these benefits at other institutions according to institutional policy. See § 200.466, for treatment of tuition remission provided to students.

(k) ***Fringe benefit programs and other benefit costs.***

(1) For IHEs whose costs are paid by a State or local government, fringe benefit programs (such as pension costs and FICA) and any other benefits costs incurred specifically on behalf of, and in direct benefit to, the IHE, are allowable, subject to the following:

(i) The costs meet the requirements of Basic Considerations in §§ 200.402 through 200.411;

(ii) The costs are properly supported by approved cost allocation plans in accordance with applicable Federal cost accounting principles; and

(iii) The costs are not otherwise borne directly or indirectly by the Federal Government.

(2) The allowability of these costs for the IHE does not depend on whether they are recorded in the accounting records of the IHE.

*[89 FR 30136, Apr. 22, 2024, as amended at 89 FR 79732, Oct. 1, 2024]*

## § 200.432 Conferences.

A conference means an event whose primary purpose is to disseminate technical information beyond the recipient or subrecipient and is necessary and reasonable for successful performance under the Federal award. Allowable conference costs may include the rental of facilities, speakers' fees, attendance fees, costs of meals and refreshments, local transportation, and other items incidental to such conferences unless further restricted by the terms and conditions of the Federal award. The costs of identifying and providing locally available dependent-care resources for participants are allowable as needed. Conference hosts/sponsors must exercise discretion and judgment in ensuring that conference costs are appropriate, necessary, and managed to minimize costs to the Federal award. The Federal agency may authorize exceptions for programs including Indian Tribes, children, and the elderly. See also §§ 200.438, 200.456, and 200.475.

## § 200.433 Contingency provisions.

(a) Contingency provisions are part of a budget estimate of future costs (typically of large construction projects, IT systems, or other items approved by the Federal agency) which are associated with possible events or conditions arising from causes for which the precise outcome is indeterminable at the time of estimate and that are likely to result, in the aggregate, in additional costs for the approved activity or project. Contingency amounts for major project scope changes, unforeseen risks, or extraordinary events must not be included in the budget estimates for a Federal award.

(b) It is permissible for contingency amounts other than those excluded in paragraph (a) of this section to be explicitly included in budget estimates to the extent necessary to improve their precision. Contingency amounts must be estimated using broadly-accepted cost estimating methodologies, specified in the budget documentation of the Federal award, and accepted by the Federal agency. As such, contingency amounts are to be included in the Federal award. In order for actual costs incurred to be allowable, they must comply with the cost principles and other requirements of this part (see §§ 200.300 and 200.403), be necessary and reasonable for proper and efficient accomplishment of project or program objectives, and be verifiable from the recipient's or subrecipient's records.

(c) Payments to a recipient's or subrecipient's “contingency reserve” or any similar payment made for events the occurrence of which cannot be foretold with certainty as to the time or intensity, or with an assurance of their happening, are unallowable, except as noted in §§ 200.431 and 200.447.

## § 200.434 Contributions and donations.

(a) Costs of contributions and donations, including cash, property, and services, from the recipient or subrecipient to other entities are unallowable.

(b) The value of services and property donated (that is, in-kind donations) to the recipient or subrecipient may not be charged to the Federal award either as a direct or indirect cost. The value of donated services and property may be used to meet cost sharing requirements (see § 200.306). Depreciation on donated assets is permitted so long as the donated property is not counted towards meeting cost sharing requirements (see § 200.436).

(c) Services donated or volunteered to the recipient or subrecipient may be provided by professional and technical personnel, consultants, and other skilled and unskilled labor. The value of these services may not be charged to the Federal award as a direct or indirect cost. However, the value of donated services may be used to meet cost sharing requirements in accordance with the provisions of § 200.306.

(d) To the extent feasible, services donated to the recipient or subrecipient will be supported by the same methods used to support the allocability of regular personnel services.

(e) The following provisions apply to nonprofit organizations. The value of services donated to a nonprofit organization and used in the performance of a direct cost activity must be considered in the determination of the recipient's or subrecipient's indirect cost rate(s) and, accordingly, must be allocated a proportionate share of applicable indirect costs when the following circumstances exist:

(1) The aggregate value of the services is material;

(2) The services are supported by a significant amount of the indirect costs incurred by the recipient or subrecipient;

(i) In those instances where there is no basis for determining the fair market value of the services rendered, the recipient or subrecipient and the cognizant agency for indirect costs must negotiate an appropriate allocation of indirect cost to the services.

(ii) Where donated services directly benefit a project supported by the Federal award, the indirect costs allocated to the services will be considered as a part of the project's total costs. Such indirect costs may be reimbursed under the Federal award or used to meet cost sharing requirements.

(f) Fair market value of donated services must be computed as described in § 200.306.

(g) Personal property and use of space.

(1) Donated personal property and use of space may be furnished to a recipient or subrecipient. The value of the personal property and space may not be charged to the Federal award either as a direct or indirect cost.

(2) The value of the donations of personal property and use of space may be used to meet cost sharing requirements described in § 200.300. The recipient or subrecipient must value the donations in accordance with § 200.300. Where the recipient or subrecipient treats donations as indirect costs, indirect cost rates must separate the value of the donations so that reimbursement is not made.

## § 200.435 Defense and prosecution of criminal and civil proceedings, claims, appeals and patent infringements.

(a) ***Definitions for this section*** —

(1) ***Conviction*** means a judgment or conviction of a criminal offense by any court of competent jurisdiction, whether entered upon verdict or a plea, including a conviction due to a plea of nolo contendere.

(2) ***Costs*** include the services that bear a direct relationship to a judicial or administrative proceeding and provided by in-house or private counsel, accountants, consultants, or others engaged to assist the recipient or subrecipient before, during, or after the commencement of that proceeding.

(3) ***Fraud*** means:

(i) Acts of fraud or corruption or attempts to defraud the Federal Government or to corrupt its agents,

(ii) Acts that constitute a cause for debarment or suspension (as specified in agency regulations), and

(iii) Acts that violate the False Claims Act (31 U.S.C. 3729-3732) or the Anti-kickback Act (42 U.S.C. 1320a-7b(b)).

(4) ***Penalty*** does not include restitution, reimbursement, or compensatory damages.

(5) ***Proceeding*** includes an investigation.

(b) ***Costs.***

(1) Except as otherwise described herein, costs incurred in connection with any criminal, civil, or administrative proceeding (including the filing of a false certification) commenced by the Federal Government, a State, local government, or foreign government, or joined by the Federal Government (including a proceeding under the False Claims Act), against the recipient or subrecipient, (or commenced by third parties or a current or former employee of the recipient or subrecipient who submits a whistleblower complaint of reprisal in accordance with 10 U.S.C. 4701 or 41 U.S.C. 4712), are not allowable if the proceeding:

(i) Relates to a violation of, or failure to comply with, a Federal, State, local or foreign statute, regulation, or the terms and conditions of the Federal award by the recipient or subrecipient (including its agents and employees); and

(ii) Results in any of the following dispositions:

(A) In a criminal proceeding, a conviction.

(B) In a civil or administrative proceeding involving an allegation of fraud or similar misconduct, a determination of recipient or subrecipient liability.

(C) In the case of any civil or administrative proceeding, the disallowance of costs, the imposition of a monetary penalty, or an order issued by the Federal agency head or delegate to the recipient or subrecipient to take corrective action under 10 U.S.C. 4701 or 41 U.S.C. 4712.

(D) A final decision by an appropriate Federal official to debar or suspend the recipient or subrecipient, to rescind or void a Federal award, or to terminate a Federal award because of a violation or failure to comply with a statute, regulation, or the terms and conditions of the Federal award.

(E) A disposition by consent or compromise if the action could have resulted in any of the dispositions described in paragraphs (b)(1)(ii)(A) through (D) of this section.

(2) If more than one proceeding involves the same alleged misconduct, the costs of all such proceedings are unallowable if any results in one of the dispositions shown in paragraph (b) of this section.

(c) ***Allowability of costs for proceeding commenced by Federal Government.*** If a proceeding referred to in paragraph (b) of this section is commenced by the Federal Government and is resolved by consent or compromise pursuant to an agreement by the recipient or subrecipient and the Federal Government, then the costs incurred may be allowed to the extent expressly authorized in the agreement.

(d) ***Allowability of costs for proceeding commenced by State, local, or foreign government.*** If a proceeding referred to in paragraph (b) of this section is commenced by a State, local or foreign government, then the costs incurred may be allowed if the authorized Federal official determines that the costs were incurred as a result of:

(1) A specific term or condition of the Federal award, or

(2) Specific written direction of an authorized official of the Federal agency.

(e) ***Allowability of costs in general.*** Costs incurred in connection with proceedings described in paragraph (b), and not made unallowable by that paragraph, may be allowed to the extent that:

(1) The costs are reasonable and necessary for the administration of the Federal award and activities required to deal with the proceeding and the underlying cause of action;

(2) Payment of the reasonable, necessary, allocable and otherwise allowable costs incurred is not prohibited by any other provision(s) of the Federal award;

(3) The costs are not recovered from the Federal Government or a third party, either directly as a result of the proceeding or otherwise; and,

(4) An authorized Federal official has determined the percentage of costs allowed considering the complexity of litigation, generally accepted principles governing the award of legal fees in civil actions involving the United States, and other factors that may be appropriate. This percentage must not exceed 80 percent unless an agreement under paragraph (c) has explicitly considered this limitation and permitted a higher percentage. In that case, the total amount of costs incurred may be allowable.

(f) ***Major Fraud Act.*** Costs incurred by the recipient or subrecipient in connection with the defense of suits brought by its employees or ex-employees under section 2 of the Major Fraud Act of 1988 (18 U.S.C. 1031), including the cost of all relief necessary to make the employee whole, where the recipient or subrecipient was found liable or settled, are unallowable.

(g) ***Un-allowability of costs for prosecuting claims against Federal Government.*** Costs for prosecuting claims against the Federal Government, including appeals of final Federal agency decisions, are unallowable.

(h) ***Patent infringement litigation.*** Costs of legal, accounting, and consultant services, and related costs incurred in connection with patent infringement litigation, are unallowable unless otherwise provided for in the Federal award.

(i) ***Potentially unallowable costs.*** Costs that may be unallowable under this section, including directly associated costs, must be segregated and accounted for separately. During the pendency of any proceeding covered by paragraphs (b) and (f) of this section, the Federal Government must generally withhold payment of such costs. However, if in its best interests, the Federal Government may provide for conditional payment upon provision of adequate security, or other adequate assurance, and agreement to repay all unallowable costs, plus interest, if the costs are subsequently determined to be unallowable.

## § 200.436 Depreciation.

(a) Depreciation is the method for allocating the cost of fixed assets to periods benefitting from asset use. The recipient or subrecipient may be compensated for the use of its buildings, capital improvements, equipment, and software projects capitalized in accordance with GAAP provided that they are needed and used in the recipient's or subrecipient's activities and correctly allocated to Federal awards. The compensation must be made by computing the proper depreciation.

(b) The allocation for depreciation must be made in accordance with Appendices III through IX of this part.

(c) Depreciation is computed applying the following rules. The computation of depreciation must be based on the acquisition cost of the assets involved. For an asset donated to the recipient or subrecipient by a third party, its fair market value at the time of the donation must be considered as the acquisition cost. Such assets may be depreciated or claimed as cost sharing but not both. When computing depreciation charges, the acquisition cost will exclude:

(1) The cost of land;

(2) Any portion of the cost of buildings and equipment borne by or donated by the Federal Government, irrespective of where the title was originally vested or is presently located;

(3) Any portion of the cost of buildings and equipment contributed by or for the recipient or subrecipient that is already claimed as cost sharing or where law or agreement prohibits recovery; and

(4) Any asset acquired solely for the performance of a non-Federal award.

(d) When computing depreciation charges, the following must be observed:

(1) The period of useful service or useful life established in each case for usable capital assets must take into consideration such factors as the type of construction, nature of the equipment, technological developments in the particular area, historical data, and the renewal and replacement policies followed for the individual items or classes of assets involved.

(2) The depreciation method used to charge the cost of an asset (or group of assets) to accounting periods must reflect the pattern of consumption of the asset during its useful life. In the absence of clear evidence indicating that the expected consumption of the asset will be significantly greater in the early portions than in the later portions of its useful life, the straight-line method must be presumed to be the appropriate method. Once used, depreciation methods may not be changed unless approved in advance by the cognizant agency for indirect costs. The depreciation methods used to calculate the depreciation amounts for indirect cost rate purposes must be the same methods used by the recipient or subrecipient for its financial statements.

(3) The entire building, including the shell and all components, may be treated as a single asset and depreciated over a single useful life. A building may also be divided into multiple components. Each component may be depreciated over its estimated useful life in this case. The building components must be grouped into three general components: building shell (including construction and design costs), building services systems (for example, elevators, HVAC, and plumbing system), and fixed equipment (for example, sterilizers, casework, fume hoods, cold rooms, and glassware/washers). A cognizant agency for indirect costs may authorize a recipient or subrecipient to use more than these three groupings in exceptional cases. When a recipient or subrecipient elects to depreciate its buildings by their components, the same depreciation method must be used for indirect and financial statements purposes, as described in paragraphs (d)(1) and (2).

(4) No depreciation may be allowed on assets that have outlived their depreciable lives.

(5) Where the depreciation method is introduced to replace the use allowance method, depreciation must be computed as if the asset had been depreciated over its entire life (meaning, from the date the asset was acquired and ready for use to the date of disposal or withdrawal from service). The total amount of use allowance and depreciation for an asset (including imputed depreciation applicable to periods before the conversion from the use allowance method and depreciation after the conversion) may not exceed the total acquisition cost of the asset.

(e) Adequate property records must support depreciation charges, and physical inventories must be taken at least once every two years to ensure that the assets exist and are usable, used, and needed. The recipient or subrecipient may use statistical sampling techniques when taking these inventories. In addition, the recipient or subrecipient must maintain adequate depreciation records showing the amount of depreciation.

## § 200.437 Employee health and welfare costs.

(a) Costs incurred in accordance with the recipient's or subrecipient's established written policies for improving working conditions, employer-employee relations, employee health, and employee performance are allowable.

(b) These costs must be equitably apportioned to all activities of the recipient or subrecipient. Income generated from these activities must be credited to the cost thereof unless such income has been irrevocably sent to employee welfare organizations.

(c) Losses resulting from operating food services are allowable only if the recipient's or subrecipient's objective is to operate food services on a break-even basis. Losses sustained because of operating objectives other than the above are allowable only when:

(1) The recipient or subrecipient can demonstrate unusual circumstances; and

(2) Approved by the cognizant agency for indirect costs.

## § 200.438 Entertainment and prizes.

(a) ***Entertainment costs.*** Costs of entertainment, including amusement, diversion, and social activities and any associated costs (such as gifts), are unallowable unless they have a specific and direct programmatic purpose and are included in a Federal award.

(b) ***Prizes.*** Costs of prizes or challenges are allowable if they have a specific and direct programmatic purpose and are included in the Federal award. Federal agencies should refer to OMB guidance in M-10-11 "Guidance on the Use of Challenges and Prizes to Promote Open Government," issued March 8, 2010, or its successor.

## § 200.439 Equipment and other capital expenditures.

(a) See § 200.1 for the definitions of *capital expenditures, equipment, special purpose equipment, general purpose equipment, acquisition cost, and capital assets*.

(b) The following rules of allowability must apply to equipment and other capital expenditures:

(1) Capital expenditures for general purpose equipment, buildings, and land are allowable as direct costs, but only with the prior written approval of the Federal agency or pass-through entity.

(2) Capital expenditures for special purpose equipment are allowable as direct costs, provided that items with a unit cost of $10,000 or more have the prior written approval of the Federal agency or pass-through entity.

(3) Capital expenditures for improvements to land, buildings, or equipment that materially increase their value or useful life are allowable as a direct cost, but only with the prior written approval of the Federal agency or pass-through entity. See § 200.436 on the allowability of depreciation on buildings, capital improvements, and equipment. See § 200.465 on the allowability of real property and equipment rental costs.

(4) When approved as a direct cost in accordance with paragraphs (b)(1) through (3), capital expenditures must be charged in the period in which the expenditure is incurred or as otherwise determined appropriate and negotiated with the Federal agency.

(5) The recipient or subrecipient may claim the unamortized portion of any equipment written off as a result of a change in capitalization levels by continuing to claim the otherwise allowable depreciation on the equipment or by amortizing the amount to be written off over a period of years negotiated with the cognizant agency for indirect cost.

(6) Cost of equipment disposal. If the Federal agency instructs the recipient or subrecipient to otherwise dispose of or transfer the equipment, the costs of disposal or transfer are allowable.

(7) Equipment and other capital expenditures are unallowable as indirect costs. See § 200.436.

## § 200.440 Exchange rates.

(a) Cost increases for fluctuations in exchange rates are allowable costs subject to the availability of funding. Prior approval of exchange rate fluctuations is required only when the change results in the need for additional Federal funding, or the increased costs result in the need to significantly reduce the scope of the project. Before providing approval, the Federal agency must ensure that adequate funds are available to cover currency fluctuations in order to avoid a violation of the Antideficiency Act.

(b) The recipient or subrecipient is required to make reviews of local currency gains to determine the need for additional Federal funding before the expiration date of the Federal award. Subsequent adjustments for currency increases may be allowable only when the recipient or subrecipient provides the Federal agency with adequate source documentation from a commonly used source in effect at the time the expense was made, and to the extent that sufficient Federal funds are available.

## § 200.441 Fines, penalties, damages and other settlements.

Costs resulting from recipient or subrecipient violations of, alleged violations of, or failure to comply with, Federal, State, local, tribal, or foreign laws and regulations are unallowable, except when incurred as a result of compliance with specific provisions of the Federal award, or with the prior written approval of the Federal agency. See § 200.435.

## § 200.442 Fundraising and investment management costs.

(a) Costs of organized fundraising, including financial campaigns, endowment drives, solicitation of gifts and bequests, and similar expenses incurred to raise capital or obtain contributions, are unallowable. Fundraising costs for meeting the Federal program objectives are allowable with the prior written approval of the Federal agency.

(b) Costs of investment counsel and staff and similar expenses incurred to enhance income from investments are unallowable except when associated with investments covering pension, self-insurance, or other funds, which include Federal participation allowed by this part.

(c) Costs related to the physical custody and control of monies and securities are allowable.

(d) Both allowable and unallowable fundraising and investment activities must be allocated an appropriate share of indirect costs in accordance with § 200.413.

## § 200.443 Gains and losses on the disposition of depreciable assets.

(a) The recipient or subrecipient must include gains and losses on the sale, retirement, or other disposition of depreciable property in the year they occur as credits or charges to the asset cost grouping(s) of the property. The amount of the gain or loss is the difference between the amount realized on the property and the undepreciated basis of the property.

(b) Gains and losses from the disposition of depreciable property must not be recognized as a separate credit or charge under the following conditions:

(1) The gain or loss is processed through a depreciation account and is reflected in the depreciation allowable under §§ 200.436 and 200.439.

(2) The property is given in exchange as part of the purchase price of a similar item, and the gain or loss is taken into account in determining the depreciation cost basis of the new item.

(3) A loss results from failing to maintain proper insurance, except as provided in § 200.447.

(4) Compensation for the use of the property was provided through use allowances instead of depreciation.

(5) Gains and losses arising from extraordinary or bulk sales, retirements, or other dispositions must be considered on a case-by-case basis.

(c) Gains or losses of any nature arising from the sale or exchange of property other than the property covered in paragraph (a) of this section must be excluded in computing Federal award costs.

(d) When assets acquired with Federal funds, in part or wholly, are disposed of, the distribution of the proceeds must be made in accordance with §§ 200.310 through 200.316.

## § 200.444 General costs of government.

(a) For states, local governments, and Indian Tribes, the general costs of government are unallowable except as provided in § 200.475. Unallowable costs include:

(1) Salaries and expenses of the Office of the Governor of a State or the chief executive of a local government or the chief executive of an Indian Tribe;

(2) Salaries and other expenses of a State legislature, tribal council, or similar local governmental body, such as a county supervisor, city council, or school board, whether incurred for purposes of legislation or executive direction;

(3) Costs of the judicial branch of a government;

(4) Costs of prosecutorial activities unless treated as a direct cost to a specific program if authorized by statute or regulation. However, this does not preclude the allowability of other legal activities of the Attorney General as described in § 200.435; and

(5) Costs of other general types of government services normally provided to the general public, such as fire and police, unless provided as a direct cost under a program statute or regulation.

(b) Indian Tribes and Councils of Governments (COGs) (see definition for *Local government* in § 200.1) may include up to 50 percent of salaries and expenses directly attributable to managing and operating Federal programs by the chief executive and their staff in the indirect cost calculation without documentation.

## § 200.445 Goods or services for personal use.

(a) Costs of goods or services for the personal use of the recipient's or subrecipient's employees are unallowable regardless of whether the cost is reported as taxable income to the employees.

(b) Housing costs (for example, depreciation, maintenance, utilities, furnishings, rent), housing allowances, and personal living expenses for the recipient's or subrecipient's employees are only allowable as direct costs and must be approved in advance by the Federal agency.

## § 200.446 Idle facilities and idle capacity.

(a) Definitions for the purpose of this section:

(1) Facilities means land and buildings or any portion thereof, equipment individually or collectively, or any other tangible capital asset, wherever located, and whether owned or leased by the recipient or subrecipient.

(2) Idle facilities mean completely unused facilities that exceed the recipient's or subrecipient's current needs.

(3) Idle capacity means the unused capacity of partially used facilities. It is the difference between:

(i) That which a facility could achieve under 100 percent operating time on a one-shift basis less operating interruptions resulting from time lost for repairs, setups, unsatisfactory materials, and other normal delays; and

(ii) The extent to which the facility was actually used to meet demands during the accounting period. A multi-shift basis should be used if it can be shown that this amount of usage would normally be expected for the type of facility involved.

(4) Cost of idle facilities or idle capacity means maintenance, repair, housing, rent, and other related costs (for example, insurance, interest, and depreciation). These costs could include the costs of idle public safety emergency facilities, telecommunications, or information technology system capacity that is built to withstand major fluctuations in load (for example, consolidated data centers).

(b) The costs of idle facilities are unallowable except to the extent that:

(1) They are necessary to meet workload requirements which may fluctuate, and are allocated appropriately to all benefiting programs; or

(2) Although not necessary to meet fluctuations in workload, they were necessary when acquired and are now idle because of changes in program requirements, efforts to achieve more economical operations, reorganization, termination, or other causes which could not have been reasonably foreseen. Under this exception, costs of idle facilities are allowable for a reasonable period, ordinarily not to exceed one year, depending on the initiative taken to use, lease, or dispose of such facilities.

(c) The costs of idle capacity are normal costs of doing business and are a factor in the normal fluctuations of usage or indirect cost rates from period to period. These costs are allowable, provided that the capacity is reasonably anticipated to be necessary to carry out the purpose of the Federal award or was originally reasonable and is not subject to reduction or elimination by use on other Federal awards, subletting, renting, or sale, in accordance with sound business, economic, or security practices. Widespread idle capacity throughout an entire facility or among a group of assets having substantially the same function may be considered idle facilities.

## § 200.447 Insurance and indemnification.

(a) Costs of insurance required or approved and maintained by the terms and conditions of the Federal award are allowable.

(b) Costs of other insurance in connection with the general conduct of activities are allowable subject to the following limitations:

(1) The types, extent, and cost of coverage are in accordance with the recipient's or subrecipient's established written policy and sound business practices.

(2) Costs of insurance or contributions to any reserve covering the risk of loss of, or damage to, Federal Government property are unallowable except to the extent that the Federal agency has approved the costs.

(3) Costs allowed for business interruption or other similar insurance must exclude coverage of management fees.

(4) Insurance costs on the lives of trustees, officers, or other employees holding positions of similar responsibilities are allowable only when the insurance represents additional compensation (see § 200.431). This insurance is unallowable when the recipient or subrecipient is identified as the beneficiary.

(5) Insurance costs to correct defects in the recipient's or subrecipient's materials or workmanship are unallowable.

(6) Medical liability (malpractice) insurance is an allowable cost of a Federal research program only when the program involves human subjects or training of participants in research techniques. Medical liability insurance costs must be treated as a direct cost and assigned to individual projects based on how the insurer allocates the risk to the population covered by the insurance.

(c) Actual losses which could have been covered by permissible insurance (through a self-insurance program or otherwise) are unallowable unless expressly authorized in the Federal award. However, costs incurred because of losses not covered under nominal deductible insurance coverage provided in keeping with sound management practice, and minor losses not covered by insurance, such as spoilage, breakage, and disappearance of small hand tools, which occur in the ordinary course of operations, are allowable.

(d) Contributions to a reserve for a self-insurance program, including workers' compensation, unemployment compensation, and severance pay, are allowable subject to the following requirements:

(1) The type, extent, and cost of coverage and the rates and premiums would have been allowed had insurance (including reinsurance) been purchased to cover the risks. However, a provision for known or reasonably estimated self-insured liabilities, which do not become payable for more than one year after the provision is made, must not exceed the discounted present value of the liability. The rate used for discounting the liability must be determined by considering factors such as the recipient's or subrecipient's settlement rate for those liabilities and its investment rate of return.

(2) Earnings or investment income on reserves must be credited to those reserves.

(3)

(i) Contributions to reserves must be based on sound actuarial principles using historical experience and reasonable assumptions. Reserve levels must be analyzed and updated at least biennially for each major risk being insured and take into account any reinsurance, coinsurance, and other relevant factors or information. Reserve levels related to employee-related coverages must normally be limited to the value of claims:

(A) Submitted and adjudicated but not paid;

(B) Submitted but not adjudicated; and

(C) Incurred but not submitted.

(ii) Reserve exceeding the levels described in paragraph (d)(3)(i) of this section must be identified and justified in the cost allocation plan or indirect cost rate proposal.

(4) Accounting records, actuarial studies, and cost allocations (or billings) must recognize any significant differences due to the types of insured risk and losses generated by the various insured activities or agencies of the recipient or subrecipient. If individual departments or agencies of the recipient or subrecipient experience significantly different levels of claims for a particular risk, those differences must be recognized by using separate allocations or other techniques resulting in an equitable allocation.

(5) Whenever funds are transferred from a self-insurance reserve to other accounts (for example, general fund or unrestricted account), refunds must be made to the Federal Government for its share of funds transferred, including earned or imputed interest from the date of transfer and debt interest, if applicable, chargeable in accordance with the claims collection regulations of the cognizant agency for indirect cost.

(e) Insurance refunds must be credited against insurance costs in the year the refund is received.

(f) Indemnification includes securing the recipient or subrecipient against liabilities to third persons and other losses not compensated by insurance or otherwise. The Federal Government is obligated to indemnify the recipient or subrecipient only to the extent expressly provided for in the Federal award, except as provided in paragraph (c).

## § 200.448 Intellectual property.

(a) ***Patent and copyright costs.***

(1) The following costs related to securing patents and copyrights are allowable:

(i) Costs of preparing disclosures, reports, and other documents required by the Federal award and of searching the art to the extent necessary to make such disclosures;

(ii) Costs of preparing documents and any other patent costs in connection with the filing and prosecution of a United States patent application where the Federal Government requires that a title or a royalty-free license be conveyed to the Federal Government; and

(iii) General counseling services relating to patent and copyright matters, such as advice on patent and copyright laws, regulations, clauses, and employee intellectual property agreements (See § 200.459).

(2) The following costs related to securing patents and copyrights are unallowable:

(i) Costs of preparing disclosures, reports, and other documents and of searching the art to make disclosures not required by the Federal award;

(ii) Costs in connection with filing and prosecuting any foreign patent application, or any United States patent application, where the Federal award does not require conveying title or a royalty-free license to the Federal Government.

(b) ***Royalties and other costs for the use of patents and copyrights.***

(1) Royalties on a patent or copyright or amortization of the cost of acquiring by purchase a copyright, patent, or rights thereto, necessary for the proper performance of the Federal award are allowable unless:

(i) The Federal Government already has a license or the right to free use of the patent or copyright.

(ii) The patent or copyright has been adjudicated to be invalid or administratively determined to be invalid.

(iii) The patent or copyright is considered to be unenforceable.

(iv) The patent or copyright is expired.

(2) Special care should be exercised in determining reasonableness when the royalties may have been obtained as a result of less-than-arm's-length bargaining, such as:

(i) Royalties paid to persons, including corporations, affiliated with the recipient or subrecipient.

(ii) Royalties paid to unaffiliated parties, including corporations, under an agreement entered into in contemplation that a Federal award would be made.

(iii) Royalties paid under an agreement entered into after a Federal award is made to a recipient or subrecipient.

(3) In any case involving a patent or copyright formerly owned by the recipient or subrecipient, the amount of royalty allowed must not exceed the cost which would have been allowed had the recipient or subrecipient retained ownership.

## § 200.449 Interest.

(a) ***General.*** Costs incurred for interest on borrowed capital, temporary use of endowment funds, or the use of the recipient's or subrecipient's own funds are unallowable. Financing costs (including interest) to acquire, construct, or replace capital assets are allowable, subject to the requirements of this section.

(b) ***Capital assets.***

(1) Capital assets is defined in § 200.1. An asset cost includes (as applicable) acquisition costs, construction costs, and other costs capitalized in accordance with GAAP.

(2) For recipient or subrecipient fiscal years beginning on or after January 1, 2016, intangible assets include patents and computer software. For software development projects, only interest attributable to the portion of the project costs capitalized in accordance with GAAP is allowable.

(c) ***Requirements for all recipients and subrecipients.***

(1) The recipient or subrecipient uses the capital assets in support of Federal awards;

(2) The allowable asset costs to acquire facilities and equipment are limited to a fair market value available to the recipient or subrecipient from an unrelated (arm's length) third party.

(3) The recipient or subrecipient obtains the financing via an arm's-length transaction (meaning, a transaction with an unrelated third party); or claims reimbursement of actual interest cost at a rate available via such a transaction.

(4) The recipient or subrecipient limits claims for Federal reimbursement of interest costs to the least expensive alternative. For example, a lease contract that transfers ownership by the end of the contract may be determined less costly than purchasing through other types of debt financing, in which case reimbursement must be limited to the amount of interest determined if leasing had been used.

(5) The recipient or subrecipient expenses or capitalizes allowable interest cost in accordance with GAAP.

(6) Earnings generated by the investment of borrowed funds pending their disbursement for the asset costs are used to offset the current period's allowable interest cost, whether that cost is expensed or capitalized. Earnings subject to being reported to the Federal Internal Revenue Service under arbitrage requirements are excludable.

(7) The following conditions must apply to debt arrangements over $1 million to purchase or construct facilities unless the recipient or subrecipient makes an initial equity contribution to the purchase of 25 percent or more. For this purpose, “initial equity contribution” means the amount or value of contributions made by the recipient or subrecipient for the acquisition of facilities prior to occupancy.

(i) The recipient or subrecipient must reduce claims for reimbursement of interest cost by an amount equal to imputed interest earnings on excess cash flow attributable to the portion of the facility used for Federal awards.

(ii) The recipient or subrecipient must impute interest on excess cash flow as follows:

(A) Annually, the recipient or subrecipient must prepare a cumulative (from the project's inception) report of monthly cash inflows and outflows, regardless of the funding source. For this purpose, inflows consist of Federal reimbursement for depreciation, amortization of capitalized construction interest, and annual interest cost. Outflows consist of initial equity contributions, debt principal payments (less the pro-rata share attributable to the cost of land), and interest payments.

(B) To compute monthly cash inflows and outflows, the recipient or subrecipient must divide the above-mentioned annual amounts by the months in the year (usually 12) that the building is in service.

(C) For any month in which cumulative cash inflows exceed cumulative outflows, interest must be calculated on the excess inflows for that month and be treated as a reduction to allowable interest cost. The interest rate to be used must be the three-month Treasury bill closing rate as of the last business day of that month.

(8) Interest attributable to a fully depreciated asset is unallowable.

(d) ***Additional requirements for states, local governments and Indian Tribes.*** For interest costs to be allowable for states, local governments, and Indian Tribes, the recipient or subrecipient must have incurred the interest costs for buildings after October 1, 1980, or after September 1, 1995, for land and equipment.

(1) The requirement to offset the interest earned on borrowed funds against allowable interest cost (paragraph (c)(5) of this section) also applies to earnings on debt service reserve funds.

(2) The recipient or subrecipient must negotiate the amount of allowable interest cost related to the acquisition of facilities with asset costs of $1 million or more, as described in paragraph (c)(7) of this section. For this purpose, a recipient or subrecipient must consider only cash inflows and outflows attributable to that portion of the real property used for Federal awards.

(e) ***Additional requirements for IHEs.*** For interest costs to be allowable, the IHE must have incurred the interest costs after July 1, 1982, in connection with acquisitions of capital assets that occurred after that date.

(f) ***Additional requirements for nonprofit organizations.*** For interest costs to be allowable, the nonprofit organization must have incurred the interest costs after September 29, 1995, in connection with acquisitions of capital assets that occurred after that date.

(g) ***Requirements for nonprofit organizations subject to full coverage under CAS.*** The interest allowability provisions of this section do not apply to a nonprofit organization subject to "full coverage" under the Cost Accounting Standards (CAS), as defined at 48 CFR 9903.201-2(a). The nonprofit organization's Federal awards are instead subject to CAS 414 (48 CFR 9904.414), "Cost of Money as an Element of the Cost of Facilities Capital," and CAS 417 (48 CFR 9904.417), "Cost of Money as an Element of the Cost of Capital Assets Under Construction."

## § 200.450 Lobbying.

(a) ***Lobbying costs associated with obtaining Federal assistance awards.*** The costs of certain influencing activities associated with obtaining grants, cooperative agreements, contracts, or loans are unallowable. Lobbying with respect to certain grants, cooperative agreements, contracts, and loans is governed by relevant statutes, including the provisions of 31 U.S.C. 1352, as well as the common rule, "New

Restrictions on Lobbying," published on February 26, 1990, including definitions, and the Office of Management and Budget "Government-wide Guidance for New Restrictions on Lobbying" and notices published on December 20, 1989, June 15, 1990, January 15, 1992, and January 19, 1996.

(b) ***Executive lobbying costs.*** Costs incurred in attempting to improperly influence, either directly or indirectly, an employee or officer of the executive branch of the Federal Government to give consideration or to act regarding a Federal award or a regulatory matter are unallowable. Improper influence means any influence that induces or tends to induce a Federal employee or officer to give consideration or to act regarding a Federal award or regulatory matter on any basis other than the merit.

(c) ***Restrictions on nonprofit organizations and IHEs.*** In addition, the following restrictions apply to nonprofit organizations and IHEs:

(1) Costs associated with the following activities are unallowable:

(i) Attempts to influence the outcomes of any Federal, State, or local election, referendum, initiative, or similar procedure through in-kind or cash contributions, endorsements, publicity, or similar activity;

(ii) Establishing, administering, contributing to, or paying the expenses of a political party, campaign, political action committee, or other organization established to influence the outcomes of elections in the United States;

(iii) Any attempt to influence:

(A) The introduction of Federal or State legislation;

(B) The enactment or modification of any pending Federal or State legislation through communication with any member or employee of the Congress or State legislature (including efforts to influence State or local officials to engage in similar lobbying activity);

(C) The enactment or modification of any pending Federal or State legislation by preparing, distributing, or using publicity or propaganda or by urging members of the general public, or any segment thereof, to contribute to or participate in any mass demonstration, march, rally, fundraising drive, lobbying campaign or letter writing or telephone campaign; or

(D) Any government official or employee in connection with a decision to sign or veto enrolled legislation;

(iv) Legislative liaison activities, including attendance at legislative sessions or committee hearings, gathering information regarding legislation, and analyzing the effect of legislation, when such activities are carried on in support of or in knowing preparation for an effort to engage in unallowable lobbying.

(2) The following activities are excepted from the coverage of paragraph (c)(1) of this section:

(i) Technical and factual presentations on topics directly related to the performance of a grant, contract, or other agreement (through hearing testimony, statements, or letters to the Congress or a State legislature, or subdivision, member, or cognizant staff member thereof), in response to a documented request (including a Congressional Record notice requesting testimony or statements for the record at a regularly scheduled hearing) made by the recipient's or subrecipient's member of congress, legislative body, subdivision, or a cognizant staff member thereof, provided such information is readily obtainable and can be readily put in deliverable form, and further provided that costs under this section for travel, lodging or meals are

unallowable unless incurred to offer testimony at a regularly scheduled Congressional hearing pursuant to a written request for such presentation made by the Chairman or Ranking Minority Member of the Committee or Subcommittee conducting such hearings;

(ii) Any lobbying made unallowable by paragraph (c)(1)(iii) of this section to influence State legislation to directly reduce the cost, or to avoid material impairment of the recipient's or subrecipient's authority to perform the grant, contract, or other agreement;

(iii) Any activity specifically authorized by statute to be undertaken with funds from the Federal award; or

(iv) Any activity excepted from the definitions of “lobbying” or “influencing legislation” by the Internal Revenue Code provisions that require nonprofit organizations to limit their participation in direct and “grass roots” lobbying activities to retain their charitable deduction status and avoid punitive excise taxes, 26 U.S.C. (I.R.C.) 501(c)(3), 501(h), 4911(a), including:

(A) Nonpartisan analysis, study, or research reports;

(B) Examinations and discussions of broad social, economic, and similar problems; and

(C) Information provided upon request by a legislator for technical advice and assistance, as defined by I.R.C. 4911(d)(2) and 26 CFR 56.4911-2(c)(1) through (c)(3).

(3) When a recipient or subrecipient seeks reimbursement for indirect costs, total lobbying costs must be identified separately in the indirect cost rate proposal and thereafter be treated as other unallowable activity costs in accordance with § 200.413.

(4) The recipient or subrecipient must submit a certification that the requirements and standards of this section have been complied with as part of its annual indirect cost rate proposal. (See § 200.415.)

(5)

(i) Time logs, calendars, or similar records are not required to be created for purposes of complying with the record-keeping requirements in § 200.302 with respect to lobbying costs during a particular calendar month when:

(A) The employee engages in lobbying (as defined in paragraphs (c)(1) and (2) of this section) for 25 percent or less of the employee's compensated hours of employment during that calendar month; and

(B) Within the preceding five-year period, the recipient or subrecipient has not materially misstated allowable or unallowable costs of any nature, including legislative lobbying costs.

(ii) When conditions in paragraph (c)(5)(i)(A) and (B) of this section are met, recipients and subrecipients are not required to establish records to support the allowability of claimed costs in addition to records already required or maintained. Also, when conditions in paragraphs (c)(5)(i)(A) and (B) of this section are met, the absence of time logs, calendars, or similar records will not serve as a basis for disallowing costs by contesting estimates of lobbying time spent by employees during a calendar month.

(iii) In consultation with OMB, the Federal agency must establish procedures for resolving, in advance, any significant questions or disagreements concerning the interpretation or application of this section. Any such advance resolutions must be binding in any subsequent

settlements, audits, or investigations with respect to that grant or contract for purposes of interpretation of this part, provided, however, that this must not be construed to prevent a contractor or recipient or subrecipient from contesting the lawfulness of such a determination.

## § 200.451 Losses on other awards or contracts.

Any excess costs over income under any other award or contract of any nature is unallowable. This includes, but is not limited to, the recipient's or subrecipient's contributed portion by reason of cost sharing agreements or any under-recoveries through negotiation of flat amounts for indirect costs. Also, any excess of costs over authorized funding levels transferred from any award or contract to another is unallowable. All losses are not allowable indirect costs and must be included in the appropriate indirect cost rate base for allocating indirect costs.

## § 200.452 Maintenance and repair costs.

Costs incurred for utilities, insurance, security, necessary maintenance, janitorial services, repair, or upkeep of buildings and equipment (including Federal property unless otherwise provided for) which neither add to the permanent value of the property nor appreciably prolong its intended life, but keep it in an efficient operating condition, are allowable. Costs incurred for improvements that add to the permanent value of the buildings and equipment or appreciably prolong their intended life must be treated as capital expenditures (see § 200.439). These costs are only allowable to the extent not paid through rental or other agreements.

## § 200.453 Materials and supplies costs, including costs of computing devices.

(a) Costs incurred for materials, supplies, and fabricated parts necessary for the performance of a Federal award are allowable.

(b) Purchased materials and supplies must be charged at their actual prices, net of applicable credits. Withdrawals from general stores or stockrooms must be charged at their actual net cost under any recognized method of pricing inventory withdrawals, consistently applied. Incoming transportation charges are an allowable part of materials and supplies costs.

(c) Materials and supplies used for the performance of a Federal award may be charged as direct costs. Charging computing devices as direct costs is allowable for devices that are essential and allocable, but not solely dedicated, to the performance of a Federal award.

(d) Where Federally-donated or furnished materials are used in performing the Federal award, the materials will be used without charge.

## § 200.454 Memberships, subscriptions, and professional activity costs.

(a) Costs of the recipient's or subrecipient's membership in business, technical, and professional organizations are allowable.

(b) Costs of the recipient's or subrecipient's subscriptions to business, professional, and technical periodicals are allowable.

(c) Costs of membership in any civic or community organization are allowable.

(d) Costs of membership in any country club or social or dining club or organization are unallowable.

(e) Costs of membership in organizations whose primary purpose is lobbying are unallowable. See § 200.450.

## § 200.455 Organization costs.

(a) Costs such as incorporation fees, brokers' fees, fees to promoters, organizers or management consultants, attorneys, accountants, or investment counselors, whether or not employees of the recipient or subrecipient in connection with the establishment or reorganization of an organization, are unallowable except with prior approval of the Federal agency.

(b) The costs of any of the following activities are unallowable: activities undertaken to persuade employees of the recipient or subrecipient, or any other entity, to exercise or not to exercise, or concerning the manner of exercising, the right to organize and bargain collectively through representatives of the employees' own choosing.

(c) The costs related to data and evaluation are allowable. Data costs include (but are not limited to) the expenditures needed to gather, store, track, manage, analyze, disaggregate, secure, share, publish, or otherwise use data to administer or improve the program, such as data systems, personnel, data dashboards, cybersecurity, and related items. Data costs may also include direct or indirect costs associated with building integrated data systems—data systems that link individual-level data from multiple State and local government agencies for purposes of management, research, and evaluation. Evaluation costs include (but are not limited to) evidence reviews, evaluation planning and feasibility assessment, conducting evaluations, sharing evaluation results, and other personnel or materials costs related to the effective building and use of evidence and evaluation for program design, administration, or improvement.

## § 200.456 Participant support costs.

Participant support costs are allowable (see § 200.1). The classification of items as participant support costs must be documented in the recipient's or subrecipient's written policies and procedures and treated consistently across all Federal awards.

## § 200.457 Plant and security costs.

Necessary and reasonable expenses incurred for the protection and security of facilities, personnel, and work products are allowable. Such costs include, but are not limited to, wages and uniforms of personnel engaged in security activities; equipment; barriers; protective (non-military) gear, devices, and equipment; contractual security services; and consultants. Capital expenditures for plant security purposes are subject to § 200.439.

## § 200.458 Pre-award costs.

Pre-award costs are those incurred before the start date of the Federal award or subaward directly pursuant to the negotiation and in anticipation of the Federal award where such costs are necessary for efficient and timely performance of the scope of work. These costs are allowable only to the extent that they would have been allowed if incurred after the start date of the Federal award and only with the written approval of the Federal agency. If approved, these costs must be charged to the initial budget period of the Federal award unless otherwise specified by the Federal agency or pass-through entity.

## § 200.459 Professional service costs.

(a) Costs of professional and consultant services rendered by persons who are members of a particular profession or possess a special skill and who are not officers or employees of the recipient or subrecipient are allowable, subject to paragraphs (b) and (c) of this section when reasonable in relation to the services rendered and when not contingent upon recovery of the costs from the Federal Government. In addition, legal and related services are limited under § 200.435.

(b) In determining the allowability of costs in a particular case, no single factor or any combination of factors is necessarily determinative. However, the following factors are relevant:

(1) The nature and scope of the service rendered in relation to the service required.

(2) The necessity of contracting for the service, considering the recipient's or subrecipient's capability in the particular area.

(3) The past pattern of such costs, particularly in the years prior to receiving a Federal award(s).

(4) The impact of Federal awards on the recipient's or subrecipient's business (meaning, what new problems have arisen).

(5) Whether the proportion of Federal work to the recipient's or subrecipient's total business influences the recipient or subrecipient in favor of incurring the cost, particularly where the services rendered are not of a continuing nature and have little relationship to work under Federal awards.

(6) Whether the service can be performed more economically by direct employment rather than contracting.

(7) The qualifications of the individual or entity providing the service and the customary fees charged, especially on non-federally funded activities.

(8) Adequacy of the contractual agreement for the service (for example, description of the service, estimate of the time required, rate of compensation, and termination provisions).

(c) To be allowable, retainer fees must be supported by evidence of bona fide services available or rendered in addition to the factors in paragraph (b) of this section.

## § 200.460 Proposal costs.

Proposal costs are the costs of preparing bids, proposals, or applications on potential Federal and non-Federal awards or projects, including developing data necessary to support the recipient's or subrecipient's bids or proposals. Proposal costs of the current accounting period of both successful and unsuccessful bids and proposals normally should be treated as indirect costs and allocated to all current activities of the recipient or subrecipient. No proposal costs of past accounting periods may be allocated to the current period.

## § 200.461 Publication and printing costs.

(a) Publication costs for electronic and print media, including distribution, promotion, and general handling, are allowable. These costs should be allocated as indirect costs to all benefiting activities of the recipient or subrecipient if they are not identifiable with a particular cost objective.

(b) Page charges, article processing charges (APCs), or similar fees such as open access fees for professional journal publications and other peer-reviewed publications resulting from a Federal award are allowable where:

(1) The publications report work supported by the Federal Government; and

(2) The charges are levied impartially on all items published by the journal, whether or not under a Federal award.

(3) The recipient or subrecipient may charge the Federal award during closeout for the costs of publication or sharing of research results if the costs were not incurred during the period of performance of the Federal award. These costs must be charged to the final budget period of the award unless otherwise specified by the Federal agency.

## § 200.462 Rearrangement and reconversion costs.

(a) Costs incurred for ordinary and normal rearrangement and alteration of facilities are allowable as indirect costs. Special arrangements and alterations are allowable as a direct cost if the costs are incurred specifically for a Federal award and with the prior approval of the Federal agency or pass-through entity.

(b) Costs incurred in restoring or rehabilitating the recipient's or subrecipient's facilities to approximately the same condition existing immediately before the commencement of a Federal award(s), less costs related to normal wear and tear, are allowable.

## § 200.463 Recruiting costs.

(a) Subject to paragraphs (b) and (c) of this section, and provided that the size of the staff recruited and maintained is in keeping with workload requirements, costs of “help wanted” advertising, operating costs of an employment office necessary to secure and maintain adequate staff, costs of operating an aptitude and educational testing program, travel costs of employees while engaged in recruiting personnel, travel costs of applicants for interviews for prospective employment, and relocation costs incurred incident to recruitment of new employees, are allowable to the extent that such costs are incurred pursuant to the recipient's or subrecipient's standard recruitment program. When the recipient or subrecipient uses employment agencies, costs not in excess of standard commercial rates for such services are allowable.

(b) Special emoluments, fringe benefits, and salary allowances incurred to attract professional personnel that do not meet the test of reasonableness or do not conform with the established practices of the recipient or subrecipient, are unallowable.

(c) If relocation costs incurred incident to recruitment of a new employee have been funded in whole or in part by a Federal award, and the newly hired employee resigns for reasons within the employee's control within 12 months after hire, the recipient or subrecipient must refund or credit the Federal Government for its share of those relocation costs. See § 200.464.

(d) Short-term visas (as opposed to longer-term immigration visas) are generally an allowable cost and they may be proposed as a direct cost because they are issued for a specific period and purpose and can be clearly identified as directly connected to work performed on a Federal award. For these costs to be directly charged to a Federal award, they must:

(1) Be critical and necessary for the conduct of the project;

(2) Be allowable under the applicable cost principles;

(3) Be consistent with the recipient's or subrecipient's cost accounting practices and established written policy; and

(4) Meet the definition of “direct cost” as described in the applicable cost principles.

## § 200.464 Relocation costs of employees.

(a) Relocation costs are costs incident to the permanent change of duty assignment (for an indefinite period or a stated period of not less than 12 months) of an existing employee or upon recruitment of a new employee. Relocation costs are allowable, subject to the limitations described in paragraphs (b), (c), and (d) of this section, provided that:

(1) The move is for the benefit of the employer.

(2) Reimbursement to the employee is in accordance with an established written policy consistently followed by the employer.

(3) The reimbursement does not exceed the employee's actual (or reasonably estimated) expenses.

(b) Allowable relocation costs for current employees are limited to the following:

(1) The costs of transportation of the employee, members of their immediate family and their household, and personal effects to the new location.

(2) The costs of finding a new home, such as advance trips by employees and spouses to locate living quarters and temporary lodging during the transition period, up to a maximum period of 30 calendar days.

(3) Closing costs, such as brokerage, legal, and appraisal fees, incidental to the disposition of the employee's former home. These costs, together with those described in paragraph (b)(4) of this section, are limited to eight percent of the sales price of the employee's former home.

(4) The continuing costs of ownership (for up to six months) of the vacant former home after the settlement or lease date of the employee's new permanent home, such as maintenance of buildings and grounds (exclusive of fixing-up expenses), utilities, taxes, and property insurance.

(5) Other necessary and reasonable expenses normally incident to relocation, such as canceling an unexpired lease, transportation of personal property, and purchasing insurance against loss of or damages to personal property. The cost of canceling an unexpired lease is limited to three times the monthly rental.

(c) Allowable relocation costs for new employees are limited to those described in paragraphs (b)(1) and (2) of this section. If relocation costs incurred incident to the recruitment of a new employee have been funded in whole or in part by a Federal award, and the newly hired employee resigns for reasons within the employee's control within 12 months after hire, the recipient or subrecipient must refund or credit the Federal Government for its share of the cost. If a new employee is relocating to an overseas location and dependents are not permitted for any reason, and the costs do not include transporting household goods, the costs must be considered travel costs in accordance with § 200.474*, not relocation costs under* this section.

(d) The following costs related to relocation are unallowable:

(1) Fees and other costs associated with acquiring a new home.

(2) A loss on the sale of a former home.

(3) Continuing mortgage principal and interest payments on a home being sold.

(4) Income taxes paid by an employee related to reimbursed relocation costs.

## § 200.465 Rental costs of real property and equipment.

(a) Subject to the limitations described in paragraphs (b) through (d) of this section, rental costs are allowable to the extent that the rates are reasonable in light of such factors as costs of comparable rental properties; market conditions in the area; alternatives available; and the type, life expectancy, condition, and value of the property leased. Rental arrangements should be reviewed periodically to determine if circumstances have changed and if other options are available.

(b) Rental costs under "sale and lease back" arrangements are allowable only up to the amount that would have been allowed if the recipient or subrecipient had continued to own the property. This amount would include expenses such as depreciation, maintenance, taxes, and insurance.

(c) Rental costs under "less-than-arm's-length" leases are allowable only up to the amount described in paragraph (b) of this section. For this purpose, a less-than-arm's-length lease is one under which one party to the lease agreement can control or substantially influence the actions of the other. Such leases include, but are not limited to, those between:

(1) Divisions of the recipient or subrecipient;

(2) The recipient or subrecipient and another entity under common control through common officers, directors, or members; and

(3) The recipient or subrecipient and a director, trustee, officer, or key employee of the recipient or subrecipient or an immediate family member, either directly or through corporations, trusts, or similar arrangements in which they hold a controlling interest. For example, the recipient or subrecipient may establish a separate corporation to own property and lease it back to the recipient or subrecipient.

(4) Family members include one party with any of the following relationships to another party:

(i) Spouse and parents thereof;

(ii) Children and spouses thereof;

(iii) Parents and spouses thereof;

(iv) Siblings and spouses thereof;

(v) Grandparents and grandchildren and spouses thereof;

(vi) Domestic partner and parents thereof, including domestic partners of any individual in 2 through 5 of this definition; and

(vii) Any individual related by blood or affinity whose close association with the employee is the equivalent of a family relationship.

(d) Rental costs under leases which are required to be accounted for as a financed purchase under GASB standards or a finance lease under FASB standards are allowable only up to the amount (described in paragraph (b) of this section) that would have been allowed if the recipient or subrecipient had purchased the property on the date the lease agreement was executed. Interest costs related to these leases are allowable if they meet the criteria in § 200.449. Unallowable costs include costs that would not have been incurred if the recipient or subrecipient had purchased the property, such as amounts paid for profit, management fees, and taxes.

(e) Rental or lease payments are allowable under lease contracts where the recipient or subrecipient is required to recognize an intangible right-to-use lease asset under GASB standards or right-of-use operating lease asset under FASB standards for purposes of financial reporting in accordance with GAAP.

(f) The rental of any property owned by any individuals or entities affiliated with the recipient or subrecipient, including commercial or residential real estate, for purposes such as the home office is unallowable.

## § 200.466 Scholarships, student aid costs, and tuition remission.

(a) Costs of scholarships, fellowships, and student aid programs at IHEs are allowable only when the purpose of the Federal award is to provide training to participants, and the Federal agency approves the cost.

(b) Tuition remission and other forms of compensation paid as, or instead of, wages to students performing necessary work are allowable provided that:

(1) The individual is conducting activities necessary to the Federal award;

(2) Tuition remission and other support are provided in accordance with the established written policy of the IHE and consistently provided in a like manner to students in return for similar activities conducted under Federal awards as well as other activities; and

(3) The student is enrolled in an advanced degree program at the IHE or an affiliated institution during the academic period and the student's activities under the Federal award are related to their degree program;

(4) The tuition or other payments are reasonable compensation for the work performed and are conditioned explicitly upon the performance of necessary work; and

(5) The IHE compensates students under Federal awards as well as other activities in similar manners.

(c) Charges for tuition remission and other forms of compensation paid to students as, or instead of, salaries and wages are subject to the reporting requirements in § 200.430. The charges must be treated as a direct or indirect cost in accordance with the actual work performed. Tuition remission may be charged on an average rate basis. See § 200.431.

## § 200.467 Selling and marketing costs.

Costs of selling and marketing any products or services of the recipient or subrecipient are unallowable unless they are allowed under § 200.421 *and are necessary to meet the requirements of the Federal award.*

## § 200.468 Specialized service facilities.

(a) The costs of services provided by highly complex or specialized facilities operated by the recipient or subrecipient are allowable provided the charges for the services meet the conditions of either paragraph (b) or (c) of this section *and* take into account any items of income or Federal financing that qualify as applicable credits under § 200.406. These costs include charges for facilities such as computing facilities, wind tunnels, and reactors.

(b) The costs of such services, when material, must be charged directly to the applicable Federal awards based on actual usage of the services on the basis of a schedule of rates or established methodology that:

(1) Does not discriminate between activities under Federal awards and other activities of the recipient or subrecipient, including usage by the recipient or subrecipient for internal purposes; and

(2) Is designed to recover only the aggregate costs of the services. Each service's costs must normally consist of its direct costs and an allocable share of all indirect costs. Rates must be adjusted at least biennially and must consider any over or under-applied costs of the previous period(s).

(c) Where the costs incurred for a service are not material, they may be allocated as indirect costs.

(d) Under extraordinary circumstances, the cognizant agency for indirect costs and the recipient or subrecipient may negotiate and establish an alternative costing arrangement if it is in the Federal Government's best interest.

## § 200.469 Student activity costs.

Costs incurred for intramural activities, student publications, student clubs, and other student activities are unallowable unless expressly authorized in the Federal award.

## § 200.470 Taxes (including Value Added Tax).

(a) ***For States, local governments, and Indian Tribes.***

(1) Taxes that a governmental unit is legally required to pay are allowable, except for self-assessed taxes that disproportionately affect Federal programs or changes in tax policies that disproportionately affect Federal programs.

(2) Gasoline taxes, motor vehicle fees, and other taxes that are, in effect, user fees for benefits provided to the Federal Government are allowable.

(3) This provision does not restrict the authority of the Federal agency to identify taxes where Federal participation is inappropriate. The cognizant agency for indirect costs may accept a reasonable approximation in circumstances where determining the amount of unallowable taxes would require an excessive amount of effort.

(b) ***For nonprofit organizations and IHEs.***

(1) Taxes that the recipient or subrecipient is required to pay and which are paid or accrued in accordance with GAAP are generally allowable. These costs include payments made to local governments instead of taxes and that are commensurate with the local government services received. The following taxes are unallowable:

(i) Taxes for which exemptions are available to the recipient or subrecipient directly or which are available to the recipient or subrecipient based on an exemption afforded the Federal Government and, in the latter case, when the Federal agency makes available the necessary exemption certificates;

(ii) Special assessments on land which represent capital improvements; and

(iii) Federal income taxes.

(2) Any refund of taxes and interest thereon, which were allowed as Federal award costs, must be credited to the Federal Government as a cost reduction or cash refund, as appropriate. However, any interest paid or credited to a recipient or subrecipient incident to a refund of tax, interest, and penalty will be paid or credited to the Federal Government only to the extent that such interest accrued over the period during which the Federal Government has reimbursed the recipient or subrecipient for the taxes, interest, and penalties.

(c) ***Value Added Tax (VAT).*** Foreign taxes charged for procurement transactions that a recipient or subrecipient is legally required to pay in a country are allowable. Foreign tax refunds or applicable credits under Federal awards refer to receipts or reduction of expenditures, which operate to offset or reduce expense items that are allocable to Federal awards as direct or indirect costs. To the extent that such credits accrued or received by the recipient or subrecipient relate to allowable cost, these costs must be credited to the Federal agency as a cost reduction or cash refunds, as appropriate. In cases where the costs are credited back to the Federal award, the recipient or subrecipient may reduce the Federal share of costs by the amount of the foreign tax reimbursement, or where Federal award has not expired, the Federal agency may allow the recipient or subrecipient to use the foreign government tax refund for approved activities under the Federal award.

## § 200.471 Telecommunication and video surveillance costs.

(a) Costs incurred for telecommunications and video surveillance services or equipment such as phones, internet, video surveillance, and cloud servers are allowable except for the following circumstances:

(b) Obligating or expending covered telecommunications and video surveillance services or equipment or services as described in § 200.216 to:

(1) Procure or obtain, extend or renew a contract to procure or obtain;

(2) Enter into a contract (or extend or renew a contract) to procure; or

(3) Obtain the equipment, services, or systems.

## § 200.472 Termination and standard closeout costs.

(a) ***Termination Costs.*** Termination of a Federal award generally gives rise to the incurrence of costs or the need for special treatment of costs, which would not have arisen had the Federal award not been terminated. Cost principles covering these items are set forth in this section. They must be used in conjunction with the other termination requirements of this part.

(1) The cost of items reasonably usable on the recipient's or subrecipient's other work is unallowable unless the recipient or subrecipient submits evidence that it would not retain such items without sustaining a loss. In deciding whether such items are reasonably usable on other work of the recipient or subrecipient, the Federal agency or pass-through entity should consider the recipient's or subrecipient's plans and orders for current and scheduled activity. Contemporaneous purchases of common items by the recipient or subrecipient must be considered evidence that the items are reasonably usable on the recipient's or subrecipient's other work. Any acceptance of common items as allocable to the terminated portion of the Federal award must be limited to the extent that the quantities of such items on hand, in transit, and on order do not exceed the reasonable quantitative requirements of other work.

(2) If the recipient or subrecipient cannot discontinue certain costs immediately after the effective termination date, despite making all reasonable efforts, then the costs are generally allowable within the limitations of this part. Any costs continuing after termination due to the negligent or willful failure of the recipient or subrecipient to immediately discontinue the costs are unallowable.

(3) Loss of useful value of special tooling, machinery, and equipment is generally allowable if:

(i) Such special tooling, special machinery, or equipment is not reasonably capable of use in the other work of the recipient or subrecipient;

(ii) The interest of the Federal Government is protected by transfer of title or by other means deemed appropriate by the Federal agency (see § 200.313 (d)); and

(iii) The loss of useful value for any one terminated Federal award is limited to the portion of the acquisition cost which bears the same ratio to the total acquisition cost as the terminated portion of the Federal award bears to the entire terminated Federal award and other Federal awards for which the special tooling, machinery, or equipment was acquired.

(4) If paragraph (a)(4)(i) and (ii) below are satisfied, rental costs under unexpired leases (less the residual value of such leases) are generally allowable where clearly shown to have been reasonably necessary for the performance of the terminated Federal award. These rental costs may include the cost of alterations of the leased property and the cost of reasonable restoration required by the lease, provided the alterations were necessary for the performance of the Federal award.

(i) The amount of claimed rental costs does not exceed the reasonable use value of the property leased for the period of the Federal award and a further period as may be reasonable; and

(ii) The recipient or subrecipient makes all reasonable efforts to terminate, assign, settle, or otherwise reduce the cost of the lease.

(5) The following settlement expenses are generally allowable.

(i) Accounting, legal, clerical, and similar costs that are reasonably necessary for:

(A) The preparation and presentation to the Federal agency or pass-through entity of settlement claims and supporting data with respect to the terminated portion of the Federal award, unless the termination is for cause (see §§ 200.339-200.343); and

(B) The termination and settlement of subawards.

(ii) Reasonable costs for the storage, transportation, protection, and disposition of property provided by the Federal Government or acquired or produced for the Federal award.

(6) Claims under subawards, including the allocable portion of claims common to the Federal award and other work of the recipient or subrecipient, are generally allowable. An appropriate share of the recipient's or subrecipient's indirect costs may be allocated to the amount of settlements with contractors and subrecipients, provided that the amount allocated is consistent with the requirements of § 200.414. These allocated indirect costs must exclude the same and similar costs claimed directly or indirectly as settlement expenses.

(b) ***Closeout Costs.*** Administrative costs associated with the closeout activities of a Federal award are allowable. The recipient or subrecipient may charge the Federal award during the closeout for the necessary administrative costs of that Federal award (for example, salaries of personnel preparing final reports, publication and printing costs, costs associated with the disposition of equipment and property, and related indirect costs). These costs may be incurred until the due date of the final report(s). If incurred, these costs must be liquidated prior to the due date of the final report(s) and charged to the final budget period of the award unless otherwise specified by the Federal agency.

## § 200.473 Training and education costs.

The cost of training and education provided for employee development is allowable.

## § 200.474 Transportation costs.

Costs incurred for freight, express, cartage, postage, and other transportation services relating to goods purchased, in process, or delivered, are allowable. When the costs can be readily identified with the items involved, they may be charged directly as transportation costs or added to the cost of such items. When identification with the materials received cannot be readily made, the inbound transportation cost may be charged to the appropriate indirect cost accounts if the recipient or subrecipient follows a consistent, equitable procedure in this respect. If reimbursable under the terms and conditions of the Federal award, outbound freight should be treated as a direct cost.

## § 200.475 Travel costs.

(a) ***General.*** Travel costs include the transportation, lodging, subsistence, and related items incurred by employees who are in travel status on official business of the recipient or subrecipient. These costs may be charged on an actual cost basis, on a per diem or mileage basis, or on a combination of the two, provided the method used is applied to an entire trip and not to selected days of the trip. The method used must be consistent with those normally allowed in like circumstances in the recipient's or subrecipient's other activities and in accordance with the recipient's or subrecipient's established written policies. Notwithstanding the provisions of § 200.444, travel costs of officials covered by that section are allowable with the prior written approval of the Federal agency or pass-through entity when they are specifically related to the Federal award.

(b) ***Lodging and subsistence.*** Costs incurred by employees and officers for travel, including costs of lodging, other subsistence, and incidental expenses, must be considered reasonable and otherwise allowable only to the extent such costs do not exceed charges normally allowed by the recipient or subrecipient in its regular operations as the result of the recipient's or subrecipient's established written policy. In addition, if these costs are charged directly to the Federal award documentation must justify that:

(1) Participation of the individual is necessary for the Federal award; and

(2) The costs are reasonable and consistent with the recipient's or subrecipient's established written policy.

(c) ***Dependents.***

(1) Temporary dependent care costs (dependent is defined in 26 U.S.C. 152) above and beyond regular dependent care are allowable provided that these costs:

(i) Are a direct result of the individual's travel to a conference for the Federal award;

(ii) Are consistent with the recipient's or subrecipient's established written policy for all travel; and

(iii) Are only temporary during the travel period.

(2) Travel costs for dependents are unallowable, except for travel of six months or more with prior approval of the Federal agency. See § 200.432.

(d) ***Establishing rates and amounts.*** In the absence of an established written policy regarding travel costs, the rates and amounts established under 5 U.S.C. 5701-11 ("Travel and Subsistence Expenses; Mileage Allowances"), by the Administrator of General Services, or by the President (or their designee) pursuant to any provisions of such subchapter must apply to travel under Federal awards (48 CFR 31.205-46(a)).

(e) ***Commercial air travel.***

(1) Airfare costs in excess of the basic least expensive unrestricted accommodations class offered by commercial airlines are unallowable except when such accommodations would:

(i) Require circuitous routing;

(ii) Require travel during unreasonable hours;

(iii) Excessively prolong travel;

(iv) Result in additional costs that would offset the transportation savings; or

(v) Offer accommodations not reasonably adequate for the traveler's medical needs. The recipient or subrecipient must justify and document these conditions on a case-by-case basis for the use of first-class or business-class airfare to be allowable in such cases.

(2) Unless a pattern of avoidance is detected, the Federal Government will generally not question a recipient's or subrecipient's determinations that customary standard airfare or other discount airfare is unavailable for specific trips if the recipient or subrecipient can demonstrate that such airfare was not available in the specific case.

(f) ***Air travel by other than commercial carrier.*** Travel costs by recipient or subrecipient-owned, -leased, or -chartered aircraft include the cost of the lease, charter, operation (including personnel costs), maintenance, depreciation, insurance, and other related costs. The portion of these costs that exceeds the cost of airfare, as provided for in paragraph (d), is unallowable.

## § 200.476 Trustees.

Travel and subsistence costs of trustees (or directors) at IHEs and nonprofit organizations are allowable. See § 200.475.

## Subpart F—Audit Requirements

GENERAL

## § 200.500 Purpose.

This part sets forth standards for obtaining consistency and uniformity among Federal agencies for the audit of non-Federal entities expending Federal awards.

AUDITS

## § 200.501 Audit requirements.

(a) ***Audit required.*** A non-Federal entity that expends $1,000,000 or more during the non-Federal entity's fiscal year in Federal awards must have a single or program-specific audit conducted for that year in accordance with the provisions of this part.

(b) ***Single audit.*** A non-Federal entity that expends $1,000,000 or more in Federal awards during the non-Federal entity's fiscal year must have a single audit conducted in accordance with § 200.514 except when it elects to have a program-specific audit conducted in accordance with paragraph (c) or (d) of this section.

(c) ***Program-specific audit election (in general).*** A non-Federal entity may elect to have a program-specific audit conducted in accordance with § 200.507 if the following conditions are met:

(1) The non-Federal entity expends Federal awards under only one Federal program (excluding research and development); and

(2) The Federal program's statutes or regulations, or terms and conditions of the Federal award, do not require a financial statement audit of the non-Federal entity.

(d) ***Program-specific audit election for research and development.*** A non-Federal entity may elect to have a program-specific audit for research and development conducted in accordance with § 200.507, but only if all of the following conditions are met:

(1) The non-Federal entity expends Federal awards only from the same Federal agency, or the same Federal agency and the same pass-through entity; and

(2) The Federal agency, or pass-through entity in the case of a subrecipient, approves a program-specific audit in advance.

(e) ***Exemption when Federal awards expended are less than $1,000,000.*** A non-Federal entity that expends less than $1,000,000 in Federal awards during its fiscal year is exempt from Federal audit requirements for that year, except as noted in § 200.503. However, in all instances, the records of the non-Federal entity must be available for review or audit by appropriate officials of the Federal agency, pass-through entity, and the Government Accountability Office (GAO).

(f) ***Federally Funded Research and Development Centers (FFRDC).*** Management of an auditee that owns or operates a FFRDC may elect to treat the FFRDC as a separate entity for purposes of this part.

(g) ***Subrecipients and contractors.*** An auditee may simultaneously be a recipient, a subrecipient, and a contractor. Unless a program is exempt by Federal statute, Federal awards expended as a recipient or a subrecipient are subject to audit under this part. Payments received for goods or services provided as a contractor under a Federal award (see § 200.331) are not subject to audit under this part.

(h) ***Compliance responsibility for contractors.*** In most cases, the auditee's compliance responsibility for contractors is to ensure that the procurement, receipt, and payment for goods and services comply with Federal statutes, regulations, and the terms and conditions of a Federal award. Federal award compliance requirements normally do not flow down to contractors. However, for procurement transactions in which the contractor is made responsible for meeting program requirements, the auditee must ensure those requirements are met, including by clearly stating the contractor's responsibilities within the contract and reviewing the contractor's records to determine compliance. Also, when these procurement transactions relate to a major program, the scope of the audit must include a determination of whether these transactions comply with Federal statutes, regulations, and the terms and conditions of a Federal award. See also § 200.318(b).

(i) ***For-profit subrecipient.*** This subpart does not apply to for-profit organizations. As necessary, the pass-through entity is responsible for establishing requirements to ensure compliance by for-profit subrecipients. The subaward with a for-profit subrecipient must describe applicable compliance requirements and the for-profit subrecipient's compliance responsibility. Methods to ensure compliance for Federal awards made to for-profit subrecipients may include pre-award audits, monitoring throughout the performance of the subaward, and post-award audits (see § 200.332).

## § 200.502 Basis for determining Federal awards expended.

(a) ***Determining Federal awards expended.*** The determination of when a Federal award is expended must be based on when the activity related to the Federal award occurs. Generally, the activity related to the Federal award pertains to events that require the non-Federal entity to comply with Federal statutes, regulations, and the terms and conditions of Federal awards, such as:

(1) Expenditure/expense transactions associated with grants, cooperative agreements, cost-reimbursement contracts under the FAR, compacts with Indian Tribes, and direct appropriations;

(2) The disbursement of funds to subrecipients;

(3) The use of loan proceeds under loan and loan guarantee programs;

(4) The receipt of property (including surplus property);

(5) The receipt or use of program income;

(6) The distribution or use of food commodities;

(7) The disbursement of amounts entitling the non-Federal entity to an interest subsidy; and

(8) The period when insurance is in force.

(b) ***Loan and loan guarantees (loans).*** The Federal Government is at risk for loans until the debt is repaid. Therefore, the following guidelines must be used to calculate the value of Federal awards expended under loan programs (except as noted in paragraphs (c) and (d)):

(1) The value of new loans made or received during the audit period; plus

(2) The balance of loans from previous years at the beginning of the audit period for which the Federal Government imposes continuing compliance requirements; plus

(3) Any interest subsidy, cash, or administrative cost allowance received.

(c) ***Loan and loan guarantees (loans) at Institutions of Higher Education (IHE).*** When loans are made to students of an IHE, but the IHE itself does not have continuing compliance requirements for the loans, then only the value of loans made during the audit period are considered Federal awards expended in that audit period. The balance of loans for previous audit periods is not included as Federal awards expended because the lender accounts for the prior balances.

(d) ***Prior loan and loan guarantees (loans).*** Loans, the proceeds of which were received and expended in prior years, are not considered Federal awards expended under this part when Federal statutes, regulations, and the terms and conditions of Federal awards pertaining to such loans impose no continuing compliance requirements other than to repay the loans.

(e) ***Endowment funds.*** The cumulative balance of Federal awards for endowment funds that are federally restricted is considered Federal awards expended in each audit period in which the funds are still restricted.

(f) ***Free rent.*** Free rent received by itself is not considered a Federal award expended under this part. However, free rent received as part of a Federal award to carry out a Federal program must be included in determining Federal awards expended and is subject to audit under this part.

(g) ***Valuing non-cash assistance.*** Federal non-cash assistance (such as free rent, food commodities, donated property, or donated surplus property that is received as part of a Federal award to carry out a Federal program) must be valued at fair market value at the time of receipt or the assessed value provided by the Federal agency and must be included in determining Federal awards expended under this part.

(h) ***Medicare.*** Medicare payments to a non-Federal entity for providing patient care services to Medicare-eligible individuals are not considered Federal awards expended under this part.

(i) ***Medicaid.*** Medicaid payments to a subrecipient for providing patient care services to Medicaid-eligible individuals are not considered Federal awards expended under this part unless a State requires the funds to be treated as Federal awards expended because reimbursement is on a cost-reimbursement basis.

(j) ***Certain loans provided by the National Credit Union Administration.*** For purposes of this part, loans from the National Credit Union Share Insurance Fund and the Central Liquidity Facility funded by contributions from insured non-Federal entities are not considered Federal awards expended.

## § 200.503 Relation to other audit requirements.

(a) ***Other financial audits.*** An audit conducted in accordance with this part must be in lieu of any financial audit of Federal awards which a non-Federal entity is required to undergo under any other Federal statute or regulation. To the extent that such an audit provides a Federal agency with the information it requires to carry out its responsibilities under Federal statute or regulation, a Federal agency must rely upon and use that information.

(b) ***Conducting additional audits.*** Notwithstanding paragraph (a) of this section, a Federal agency, Inspectors General, or GAO may conduct or arrange additional audits to carry out its responsibilities under Federal statute or regulation. The provisions of this part do not authorize any non-Federal entity to constrain, in any manner, such Federal agency from carrying out or arranging for such additional audits, except that the Federal agency must plan such audits not to be duplicative of other audits of Federal awards. Prior to commencing such an audit, the Federal agency or pass-through entity must review the FAC for recent audits submitted by the non-Federal entity, and to the extent such audits meet a Federal agency or pass-through entity's needs, the Federal agency or pass-through entity must rely upon and use such audits. Any additional audits must be planned and performed in such a way as to build upon work performed, including the audit documentation, sampling, and testing already performed by other auditors.

(c) ***Authority to conduct additional audits.*** The provisions of this part do not limit the authority of Federal agencies to conduct, or arrange for the conduct of, audits and evaluations of Federal awards, nor limit the authority of any Federal agency Inspector General or other Federal officials. For example, requirements that may be applicable under the FAR or CAS and the terms and conditions of a cost-reimbursement contract may include additional applicable audits to be conducted or arranged for by Federal agencies.

(d) ***Federal agency to pay for additional audits.*** A Federal agency that conducts or arranges for additional audits must, consistent with other applicable Federal statutes and regulations, arrange for funding the full cost of such additional audits.

(e) ***Request for a program to be audited as a major program.*** A Federal agency may request that an auditee have a particular Federal program audited as a major program in lieu of the Federal agency conducting or arranging for the additional audits. Such requests should be made at least 180 calendar days prior to the end of the fiscal year to be audited to allow for planning. After consultation with its auditor, the auditee should promptly respond to such a request by informing the Federal agency whether the program would otherwise be audited as a major program using the risk-based audit approach described in § 200.518 and, if not, the estimated incremental cost. The Federal agency must then promptly confirm to the auditee

whether it wants the program audited as a major program. If the program is to be audited as a major program based upon this Federal agency request, and the Federal agency agrees to pay the full incremental costs, then the auditee must have the program audited as a major program. With approval of the Federal agency, a pass-through entity may use the provisions of this paragraph for a subrecipient.

## § 200.504 Frequency of audits.

Audits required by this part must be performed annually unless biennial audits are permitted under paragraph (a) or (b) of this section. Biennial audits must cover both fiscal years within the biennial period.

(a) A State, local government, or Indian Tribe that is required by constitution or statute, in effect on January 1, 1987, to undergo its audits less frequently than annually, is permitted to undergo biennial (every other year) audits pursuant to this part. This requirement must still be in effect for the biennial period.

(b) Any nonprofit organization that had biennial audits for all biennial periods ending between July 1, 1992, and January 1, 1995, is permitted to undergo biennial audits pursuant to this part.

## § 200.505 Remedies for audit noncompliance.

In cases of continued inability or unwillingness of a non-federal entity to have an audit conducted in accordance with this part, Federal agencies or pass-through entities must take appropriate action as provided in § 200.339.

## § 200.506 Audit costs.

See § 200.425.

## § 200.507 Program-specific audits.

(a) ***Program-specific audit guide available.*** In some cases, a program-specific audit guide will be available to provide specific guidance to the auditor concerning internal controls, compliance requirements, suggested audit procedures, and audit reporting requirements. A listing of current program-specific audit guides can be found in the compliance supplement (Appendix VI, Program-Specific Audit Guides). When a current program-specific audit guide is available, the auditor must follow Generally Accepted Government Auditing Standards (GAGAS) and the guide when performing a program-specific audit.

(b) ***Program-specific audit guide not available.***

(1) When a current program-specific audit guide is not available, the auditee and auditor must have basically the same responsibilities for the Federal program as they would have for an audit of a major program in a single audit.

(2) The auditee must prepare the financial statement(s) for the Federal program that includes a schedule of expenditures of Federal awards for the program and notes that describe the significant accounting policies used in preparing the schedule, a summary schedule of prior audit findings consistent with the requirements of § 200.511(b), and a corrective action plan consistent with the requirements of § 200.511(c).

(3) The auditor must:

(i) Perform an audit of the financial statement(s) for the Federal program in accordance with GAGAS;

(ii) Obtain an understanding of internal controls and perform tests of internal controls over the Federal program consistent with the requirements for a major program in accordance with§ 200.514(c);

(iii) Determine whether the auditee has complied with Federal statutes, regulations, and the terms and conditions of Federal awards that could have a direct and material effect on the Federal program consistent with the requirements for a major program under § 200.514(d);

(iv) Follow up on prior audit findings and perform procedures to assess the reasonableness of the summary schedule of prior audit findings prepared by the auditee in accordance with the requirements of § 200.511 When the auditor concludes that the summary schedule of prior audit findings materially misrepresents the status of any prior audit finding, the auditor must report this condition as a current-year audit finding.; and

(v) Report any audit findings consistent with the requirements of § 200.516.

(4) The auditor's report(s) may be in the form of either combined or separate reports. It may be organized differently from the manner presented in this section. The auditor's report(s) must state that the audit was conducted in accordance with this part and include the following:

(i) An opinion (or disclaimer of opinion) as to whether the financial statement(s) of the Federal program is presented fairly in all material respects in accordance with the stated accounting policies;

(ii) A report on internal control related to the Federal program, which must describe the scope of testing of internal control and the results of the tests;

(iii) A report on compliance that includes an opinion (or disclaimer of opinion) as to whether the auditee complied with laws, regulations, and the terms and conditions of Federal awards which could have a direct and material effect on the Federal program; and

(iv) A schedule of findings and questioned costs for the Federal program that includes a summary of the auditor's results relative to the Federal program in a format consistent with § 200.515(d)(1) and findings and questioned costs consistent with the requirements of § 200.515(d)(3).

(c) ***Report submission for program-specific audits.***

(1) ***Submission deadline and public availability.*** The audit must be completed and submitted in accordance with paragraph (c)(2) or (c)(3) of this section. Unless a different period is specified in the program-specific audit guide, the audit must be submitted within 30 calendar days after the auditee receives the auditor's report(s) or nine months after the end of the audit period (whichever is earlier). The submission is due the next business day when the due date falls on a Saturday, Sunday, or Federal holiday. Unless restricted by Federal law or regulation, the auditee must make copies of the reporting package available for public inspection. Auditees and auditors must ensure that their respective parts of the reporting package do not include protected personally identifiable information.

(2) ***Program-specific audit guide available.*** When a program-specific audit guide is available, the auditee must electronically submit the data collection form prepared in accordance with § 200.512(b), as applicable to the program-specific audit, to the Federal Audit Clearinghouse (FAC). The submission must also include the reporting required by the program-specific audit guide.

(3) ***Program-specific audit guide not available.*** When a program-specific audit guide is not available, the auditee must electronically submit the data collection form prepared in accordance with § 200.512(b) to the FAC. The submission must also include the financial statement(s) of the Federal program, summary schedule of prior audit findings, and corrective action plan as described in paragraph § 200.507(b)(2) and the auditor's report(s) described in paragraph § 200.507(b)(4).

(d) ***Other sections of this part may apply.*** Program-specific audits are subject to:

(1) 200.500 Purpose through 200.503 Relation to other audit requirements, paragraph (d);

(2) 200.504 Frequency of audits through 200.506 Audit costs;

(3) 200.508 Auditee responsibilities through 200.509 Auditor selection;

(4) 200.511 Audit findings follow-up;

(5) 200.512 Report submission, paragraphs (e) through (h);

(6) 200.513 Responsibilities;

(7) 200.516 Audit findings through 200.517 Audit documentation;

(8) 200.521 Management decision; and

(9) Other referenced provisions of this part unless contrary to the provisions of this section, a program-specific audit guide, or program statutes and regulations.

AUDITEES

## § 200.508 Auditee responsibilities.

The auditee must:

(a) Arrange for the audit required by this part in accordance with § 200.509, and ensure it is properly performed and submitted in accordance with § 200.512.

(b) Prepare financial statements, including the schedule of expenditures of Federal awards in accordance with § 200.510.

(c) Promptly follow up and take corrective action on audit findings. This includes preparing a summary schedule of prior audit findings and a corrective action plan in accordance with § 200.511(b) and (c), respectively.

(d) Provide the auditor access to personnel, accounts, books, records, supporting documentation, and any other information needed for the auditor to perform the audit required by this part.

## § 200.509 Auditor selection.

(a) ***Auditor procurement.*** When procuring audit services, the auditee must follow the procurement standards in §§ 200.317 through 200.327 of subpart D or the FAR (48 CFR part 42), as applicable. When requesting proposals for audit services, the objectives and scope of the audit must be made clear, and the non-Federal entity must request a copy of the audit organization's peer review report, which the auditor must provide under GAGAS. Factors to be considered in evaluating each proposal for audit services include the responsiveness to the request for proposal, relevant experience, availability of staff with professional

qualifications and technical abilities, the results of peer and external quality control reviews, and price. Whenever possible, the auditee must make efforts to contract with businesses as stated in § 200.321 or the FAR (48 CFR part 42), as applicable.

(b) ***Restriction on auditor preparing indirect cost proposals.*** An auditor who prepares the indirect cost proposal or cost allocation plan may not be selected to perform the audit required by this part when the indirect costs recovered by the auditee during the prior year exceed $1 million. This restriction applies to the base year used to prepare the indirect cost proposal or cost allocation plan and any subsequent years in which the resulting indirect cost agreement or cost allocation plan is used to recover costs.

(c) ***Use of Federal auditors.*** Federal auditors may perform all or part of the work required under this part if they fully comply with the requirements of this part.

## § 200.510 Financial statements.

(a) ***Financial statements.*** The auditee must prepare financial statements that reflect its financial position, results of operations or changes in net assets, and, where appropriate, cash flows for the fiscal year audited. The financial statements must be for the same organizational unit and fiscal year chosen to meet this part's requirements. However, organization-wide financial statements of the non-Federal entity may also include departments, agencies, and other organizational units that have separate audits in accordance with § 200.514(a) and prepare separate financial statements.

(b) ***Schedule of expenditures of Federal awards.*** The auditee must also prepare a schedule of expenditures of Federal awards for the period covered by the auditee's financial statements. The schedule must include the total Federal awards expended as determined in accordance with § 200.502. The auditee may choose to provide information requested by Federal agencies or pass-through entities to make the schedule easier to use. For example, when a Federal program has multiple Federal award years, the auditee may separately list the amount of Federal awards expended for each year of a Federal award. The schedule must:

(1) List individual Federal programs by Federal agency using the applicable Assistance Listing number(s). For a cluster of programs, the non-Federal entity must provide the cluster name, a list of individual Federal programs within the cluster, and provide the Federal agency name and the applicable Assistance Listing number(s). For research and development, total Federal awards expended must be shown either by individual Federal award or by Federal agency and major subdivision within the Federal agency. For example, the National Institutes of Health is a major subdivision within the Department of Health and Human Services.

(2) For Federal awards received as a subrecipient, the name of the pass-through entity and identifying number assigned by the pass-through entity must be included.

(3) Provide total Federal awards expended for each individual Federal program and the Assistance Listings number or other identifying number when the Assistance Listings information is unavailable. For a cluster of programs, the auditee must also provide the total for the cluster.

(4) Include the total amount provided to subrecipients from each Federal program.

(5) For loan or loan guarantee programs described in § 200.502(b), identify in the notes to the schedule the balances outstanding at the end of the audit period. This requirement is in addition to including the total Federal awards expended for loan or loan guarantee programs in the schedule.

(6) Include notes describing the significant accounting policies used in preparing the schedule and whether the auditee elected to use the de minimis indirect cost rate of up to 15 percent (see § 200.414).

## § 200.511 Audit findings follow-up.

(a) ***General.*** The auditee is responsible for follow-up and corrective action on all audit findings. As part of this responsibility, the auditee must prepare a summary schedule of prior audit findings. The auditee must also prepare a corrective action plan for current year audit findings. The summary schedule of prior audit findings and the corrective action plan must include the reference numbers the auditor assigns to audit findings under § 200.516(c). Since the summary schedule may include audit findings from multiple years, it must include the fiscal year in which the finding initially occurred. The corrective action plan and summary schedule of prior audit findings must include financial statement findings that the auditor was required to report in accordance with GAGAS.

(b) ***Summary schedule of prior audit findings.*** The summary schedule of prior audit findings must report the status of all audit findings included in the prior audit's schedule of findings and questioned costs. The summary schedule must also include audit findings reported in the prior audit's summary schedule of prior audit findings except audit findings listed as corrected in accordance with paragraph (b)(1) of this section or no longer valid or not warranting further action in accordance with paragraph (b)(3) of this section.

(1) When audit findings were fully corrected, the summary schedule need only list the audit findings and state that corrective action was taken.

(2) When audit findings were not corrected or only partially corrected, the summary schedule must describe the reasons for the finding's recurrence, planned corrective action, and any partial corrective action taken. When the corrective action taken significantly differs from the corrective action previously reported in a corrective action plan or the Federal agency's or pass-through entity's management decision, the summary schedule must provide an explanation.

(3) When the auditee believes the audit findings are no longer valid or do not warrant further action, the reasons for this position must be described in the summary schedule. A valid reason for considering an audit finding as not warranting further action is that all of the following have occurred:

(i) Two years have passed since the audit report in which the finding occurred was submitted to the FAC;

(ii) The Federal agency or pass-through entity is not currently following up with the auditee on the audit finding; and

(iii) A management decision was not issued.

(c) ***Corrective action plan.*** At the completion of the audit, the auditee must prepare a corrective action plan to address each audit finding included in the auditor's report for the current year. The corrective action plan must be a document separate from the auditor's findings described in § 200.516. The corrective action plan must also provide the name(s) of the contact person(s) responsible for the corrective action, the corrective action to be taken, and the anticipated completion date. When the auditee does not agree with the audit findings or believes corrective action is not required, the corrective action plan must include a detailed explanation of the reasons.

## § 200.512 Report submission.

(a) ***General.***

(1) The audit, the data collection form, and the reporting package must be submitted within 30 calendar days after the auditee receives the auditor's report(s) or nine months after the end of the audit period (whichever is earlier). The cognizant agency for audit or oversight agency for audit (in the absence of a cognizant agency for audit) may authorize an extension when the nine-month timeframe would place an undue burden on the auditee. If the due date falls on a Saturday, Sunday, or Federal holiday, the reporting package is due the next business day.

(2) The auditee must make copies available for public inspection unless restricted by Federal statute or regulation. Auditees and auditors must ensure that their respective parts of the reporting package do not include protected personally identifiable information.

(b) ***Data collection.*** The FAC is the repository of record for subpart F reporting packages and the data collection form. All Federal agencies, pass-through entities and others interested in a reporting package and data collection form must obtain it by accessing the FAC.

(1) The auditee must submit the required data collection form described in Appendix X of this part. This form provides information about the auditee, its Federal programs, the results of the audit, and whether the audit was completed in accordance with this part. The form must include all information required by this part that is necessary for Federal agencies to use the audit to ensure the integrity of Federal programs. The form includes data elements and a format that OMB must approve, is available from the FAC, and include collections of information from the reporting package described in paragraph (c).

(2) A senior-level representative of the auditee (for example, a State controller, director of finance, chief executive officer, or chief financial officer) must sign a statement to be included as part of the data collection form stating that the auditee complied with the requirements of this part, including that:

(i) The data collection form was prepared in accordance with this part (and the instructions accompanying the form);

(ii) The reporting package does not include protected personally identifiable information;

(iii) The information included in its entirety is accurate and complete; and

(iv) The FAC is authorized to make the reporting package and the form publicly available on a website.

(3) An auditee that is an Indian Tribe or a tribal organization (as defined in the Indian Self-Determination, Education and Assistance Act (ISDEAA), 25 U.S.C. 450b(l)) may opt not to authorize the FAC to make the reporting package publicly available on a website. To opt-out, an Indian Tribe or tribal organization must exclude the authorization described in paragraph (b)(2)(iv) of this section. In these instances, the Indian Tribe is responsible for submitting the reporting package directly to any pass-through entities through which it has received a Federal award and to pass-through entities for which the summary schedule of prior audit findings reported the status of any findings related to those Federal awards that the pass-through entity provided. Unless restricted by Federal statute or regulation, if the Indian Tribe opts not to authorize publication, it must make copies of the reporting package available for public inspection.

(4) The auditor must complete the applicable data elements of the data collection form using the information included in the reporting package described in paragraph (c) of this section. The auditor must sign a statement to be included as part of the data collection form stating:

(i) The source of information included in the data collection form;

(ii) The auditor's responsibility for the information;

(iii) The data collection form is not a substitute for the reporting package described in paragraph (c); and

(iv) The content of the form is limited to the collection of information prescribed by OMB.

(c) ***Reporting package.*** The reporting package must include the following:

(1) Financial statements and schedule of expenditures of Federal awards discussed in § 200.510(a) and (b), respectively;

(2) Summary schedule of prior audit findings discussed in § 200.511(b);

(3) Auditor's report(s) discussed in § 200.515; and

(4) Corrective action plan discussed in § 200.511(c).

(d) ***Submission to FAC.*** The auditee must electronically submit the data collection form described in paragraph (b) of this section and the reporting package described in paragraph (c) of this section to the FAC.

(e) ***Requests for management letters issued by the auditor.*** Auditees must submit, when requested by a Federal agency or pass-through entity, a copy of any management letters issued by the auditor.

(f) ***Report retention requirements.*** Auditees must keep a copy of the data collection form described in paragraph (b) of this section and a copy of the reporting package described in paragraph (c) on file for three years from the date of submission to the FAC. Copies of audit records must be maintained in accordance with § 200.336.

(g) ***FAC responsibilities.*** The FAC must make available the reporting packages received in accordance with paragraph (c) of this section and § 200.507(c) to the public, except for Indian Tribes exercising the option in paragraph (b)(3) of this section, and maintain a database of completed audits, provide appropriate information to Federal agencies, and follow up with known auditees that have not submitted the required data collection forms and reporting packages.

(h) ***Electronic filing.*** Nothing in this part must preclude electronic submissions to the FAC in such a manner as may be approved by OMB.

FEDERAL AGENCIES

## § 200.513 Responsibilities.

(a) ***Cognizant agency for audit responsibilities.***

(1) A non-Federal entity expending more than $50 million a year in Federal awards must have a cognizant agency for audit. The cognizant agency for audit must be the Federal agency that provides the largest amount of direct funding (as listed on the non-Federal entity's Schedule of expenditures of Federal awards, see § 200.510(b)) unless OMB designates a specific cognizant agency for audit.

When the direct funding represents less than 25 percent of the total expenditures (as direct and subawards) by the non-Federal entity, then the Federal agency with the predominant amount of total funding is the designated cognizant agency for audit.

(2) To provide for continuity of cognizance, the determination of the predominant amount of direct funding must be based upon direct Federal awards expended in the non-Federal entity's fiscal years ending in 2019 and every fifth year after that.

(3) Notwithstanding how audit cognizance is determined, a Federal agency may reassign cognizance to another Federal agency that provides substantial funding to an auditee if it agrees to be the cognizant agency for audit. Within 30 calendar days after any reassignment, both the old and the new cognizant agency for audit must notify the FAC, the auditee, and the auditor (if known) of the change.

(4) The cognizant agency for audit must:

(i) Provide technical audit advice and liaison assistance to auditees and auditors.

(ii) Obtain or conduct quality control reviews on selected audits made by non-Federal auditors and provide the results to other interested organizations.

(iii) Cooperate and support the Federal agency designated by OMB to lead a government-wide analysis to assess the quality of single audits. The government-wide analysis may rely on the current and ongoing quality control review work performed by Federal agencies, State auditors, and professional audit associations. This government-wide audit analysis must be performed at an interval determined by OMB, and the results must be posted publicly. In providing support to the government-wide analysis, a Federal agency must provide the following:

(A) An assessment of the extent to which single audits conform to the requirements, standards, and procedures of this part; and

(B) Recommendations to address audit quality issues, including recommendations for any changes to this part's requirements, standards, and procedures.

(iv) Promptly inform the appropriate Federal law enforcement officials and impacted Federal agencies of any direct reporting by the auditee or its auditor required by GAGAS, Federal statute, or regulation.

(v) Advise the community of independent auditors of any noteworthy or important factual trends related to the quality of audits stemming from quality control reviews. Significant problems or quality issues consistently identified through quality control reviews of audit reports must be referred to appropriate State licensing agencies and professional bodies.

(vi) Advise the auditor, Federal awarding agencies, and, where appropriate, the auditee of any deficiencies found in the audits when the deficiencies require corrective action by the auditor. When advised of deficiencies, the auditee must work with the auditor to take corrective action. If corrective action is not taken, the cognizant agency for audit must notify the auditor, the auditee, and applicable Federal awarding agencies and pass-through entities of the facts and make recommendations for follow-up action. Major inadequacies or repetitive substandard performance by auditors must be referred to appropriate State licensing agencies and professional bodies for disciplinary action.

(vii) Coordinate, to the extent practical, audits or reviews made by or for Federal agencies that are in addition to the audits made pursuant to this part, so that the additional audits or reviews build upon, rather than duplicate, audits performed in accordance with this part.

(viii) Coordinate a management decision for cross-cutting audit findings that affect the Federal programs of more than one agency when requested by any Federal agency whose awards are included in the audit finding of the auditee. Cross-cutting audit finding means an audit finding where the same underlying condition or issue affects all Federal awards (including Federal awards of more than one Federal agency or pass-through entity); for example, a cross-cutting audit finding may include an issue related to the recipient's accounting system.

(ix) Coordinate the audit work and reporting responsibilities among auditors to achieve the most cost-effective audit.

(x) Provide advice to auditees as to how to handle changes in fiscal year.

(b) ***Oversight agency for audit responsibilities.*** An auditee who does not have a designated cognizant agency for audit will be under the general oversight of the Federal agency determined in accordance with § 200.1 *oversight agency for audit.* A Federal agency with oversight for an auditee may reassign oversight to another Federal agency that agrees to be the oversight agency for audit. Within 30 calendar days after any reassignment, both the old and the new oversight agency for audit must provide notice of the change to the FAC, the auditee, and, if known, the auditor. The oversight agency for audit:

(1) Must provide technical advice and assistance to auditees and auditors.

(2) May assume all or some of the responsibilities normally performed by a cognizant agency for audit.

(c) ***Awarding Federal agency responsibilities.*** In addition to all other requirements of this part, the awarding Federal agency must:

(1) Ensure that audits are completed, and reports are received in a timely manner in accordance with the requirements of this part.

(2) Provide technical advice and assistance to auditees and auditors.

(3) Follow-up on audit findings to ensure that non-Federal entities take appropriate and timely corrective action. Follow-up includes:

(i) Issuing a management decision in accordance with § 200.521;

(ii) Monitoring the non-Federal entity's progress implementing a corrective action;

(iii) Using a cooperative audit resolution approach to improve Federal program outcomes through better audit resolution, follow-up, and corrective action, which means the use of audit follow-up techniques promoting prompt corrective action by improving communication, fostering collaboration, promoting trust, and developing an understanding between the Federal agency and the non-Federal entity. This approach is based upon:

(A) A strong commitment by Federal agency and non-Federal entity leadership to Federal program integrity;

(B) Federal agencies strengthening partnerships and working cooperatively with non-Federal entities and their auditors; non-Federal entities and their auditors working cooperatively with Federal agencies;

(C) A focus on current conditions and corrective action going forward;

(D) Federal agencies offering appropriate relief for past noncompliance when audits show prompt corrective action has occurred; and

(E) Federal agency leadership sending a clear message that continued failure to correct conditions identified by audits likely to cause improper payments, fraud, waste, or abuse is unacceptable and will result in sanctions.

(iv) Tracking the effectiveness of the Federal agency's follow-up processes, the effectiveness of single audits in improving non-Federal entity accountability, and the use of single audits in making Federal award decisions. The Federal agency should develop a baseline, metrics, and targets to track, over time, the effectiveness of the Federal agency's process to follow up on audit findings.

(4) Provide OMB with annual updates to the compliance supplement. These updates include working with OMB to ensure that the compliance supplement focuses the auditor on testing the compliance requirements most likely to cause improper payments, fraud, waste, abuse, or generate audit findings for which the Federal agency will take action in accordance with § 200.505. Prior to submitting compliance supplement drafts to OMB, Federal agencies should engage with external audit stakeholders, the Federal agency's Office of Inspector General, and the National Single Audit Coordinator (NSAC).

(5) Provide OMB with the name of a single audit accountable official from among the senior policy officials of the Federal agency. The accountable official must be:

(i) Responsible for ensuring that the Federal agency fulfills the requirements of this section and effectively uses the single audit process to reduce improper payments and improve Federal program outcomes.

(ii) Accountable for improving the effectiveness of the Federal agency's single audit processes in accordance with paragraph (c)(3)(iv).

(iii) Responsible for designating the Federal agency's key management single audit liaison.

(6) Provide OMB with the name of a key management single audit liaison. The liaison must:

(i) Serve as the Federal agency's point of contact for the single audit process within and outside the Federal Government.

(ii) Promote interagency coordination, consistency, and information sharing. This includes coordinating audit follow-up, identifying higher risk non-Federal entities, providing input on single audit and follow-up policy, enhancing the utility of the FAC, and identifying ways to use single audit results to improve Federal award accountability and best practices.

(iii) Oversee training for the Federal agency's program management personnel related to the single audit process.

(iv) Promote the Federal agency's use of a cooperative audit resolution approach as described in paragraph (c)(3)(iii) of this section.

(v) Coordinate the Federal agency's audit follow-up processes and ensure non-Federal entities implement corrective actions for audit findings.

(vi) Ensure the Federal agency fulfills its responsibility, as a cognizant agency for audit, to coordinate a management decision for cross-cutting audit findings under (a)(4)(viii) of this section. Cross-cutting audit findings means an audit finding where the same underlying condition or issue affects all Federal awards (including Federal awards of more than one Federal agency or pass-through entity). For example, this may include an issue related to the recipient's accounting system.

(vii) Ensure the Federal agency provides OMB with annual updates to the compliance supplement consistent with the compliance supplement preparation guide.

(viii) Support the mission of the Federal agency's single audit accountable official and coordinate with the Federal agency's Office of Inspector General and National Single Audit Coordinator (NSAC).

AUDITORS

## § 200.514 Standards and scope of audit.

(a) ***General.*** The audit must be conducted in accordance with GAGAS. The audit must also cover the entire operations of the auditee, or, at the option of the auditee, such audit must include a series of audits that cover departments, agencies, and other organizational units that expended or otherwise administered Federal awards during the audit period. In these instances, the audit must include the financial statements and schedule of expenditures of Federal awards for each such department, agency, and other organizational unit, which must be considered to be a non-Federal entity. The financial statements and schedule of expenditures of Federal awards must be for the same audit period.

(b) ***Financial statements.*** The auditor must determine whether the auditee's financial statements are presented fairly in all material respects in accordance with generally accepted accounting principles (or a special purpose framework such as cash, modified cash, or regulatory as required by State law). The auditor must also determine whether the schedule of expenditures of Federal awards is stated fairly in all material respects in relation to the auditee's financial statements as a whole.

(c) ***Internal control.***

(1) The compliance supplement provides guidance on internal controls over Federal programs based upon the guidance in Standards for Internal Control in the Federal Government issued by the Comptroller General of the United States and the Internal Control-Integrated Framework, issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO).

(2) In addition to the requirements of GAGAS, the auditor must perform procedures to obtain an understanding of internal control over Federal programs sufficient to plan the audit to support a low assessed level of control risk of noncompliance for major programs.

(3) Except as provided in paragraph (c)(4) of this section, the auditor must:

(i) Plan the testing of internal control over compliance for major programs to support a low assessed level of control risk for assertions relevant to the compliance requirements for each major program; and

(ii) Perform testing of internal control as planned in paragraph (c)(3)(i) of this section.

(4) When internal control over some or all of the compliance requirements for a major program are likely to be ineffective in preventing or detecting noncompliance, the planning and performing of testing described in paragraph (c)(3) of this section are not required for those compliance requirements. However, the auditor must report a significant deficiency or material weakness in accordance with § 200.516, assess the related control risk at the maximum, and consider whether additional compliance tests are required because of ineffective internal control.

(d) ***Compliance.***

(1) In addition to the requirements of GAGAS, the auditor must determine whether the auditee has complied with Federal statutes, regulations, and the terms and conditions of Federal awards that may have a direct and material effect on each of its major programs.

(2) The principal compliance requirements applicable to most Federal programs and the compliance requirements of the largest Federal programs are included in the compliance supplement.

(3) For the compliance requirements related to Federal programs contained in the compliance supplement, an audit of these compliance requirements will meet the requirements of this part. Where there have been changes to the compliance requirements, and the changes are not reflected in the compliance supplement, the auditor must determine the current compliance requirements and modify the audit procedures accordingly. For those Federal programs not covered in the compliance supplement, the auditor must follow the compliance supplement's guidance for programs not included.

(4) The compliance testing must include tests of transactions or other auditing procedures necessary to provide the auditor with sufficient appropriate audit evidence to support an opinion on compliance.

(e) ***Audit follow-up.*** The auditor must follow up on prior audit findings regardless of whether a prior audit finding is related to a major program in the current year. Audit follow-up includes performing procedures to assess the reasonableness of the summary schedule of prior audit findings prepared by the auditee in accordance with the requirements of § 200.511. When the auditor concludes that the summary schedule of prior audit findings materially misrepresents the status of any prior audit finding, the auditor must report this condition as a current-year audit finding.

(f) ***Data collection form.*** As required in § 200.512(b)(4), the auditor must complete and sign specified sections of the data collection form.

## § 200.515 Audit reporting.

The auditor's report(s) may be in the form of either combined or separate reports. It may be organized differently from the manner presented in this section. The auditor's report(s) must state that the audit was conducted in accordance with this part and include the following:

(a) An opinion (or disclaimer of opinion) on whether the financial statement(s) of the auditee is presented fairly in all material respects in accordance with generally accepted accounting principles (or a special purpose framework such as cash, modified cash, or regulatory as required by State law). The auditor must also decide whether the schedule of expenditures of Federal awards is stated fairly in all material respects in relation to the auditee's financial statements as a whole.

(b) A report on internal control over financial reporting and compliance with provisions of laws, regulations, contracts, and award agreements, noncompliance with which could have a material effect on the financial statements. This report must describe the scope of internal control and compliance testing and the results of the tests. Where applicable, the report must refer to the separate schedule of findings and questioned costs described in paragraph (d) of this section.

(c) A report on compliance for each major program and a report on internal control over compliance. This report must describe the scope of testing of internal control over compliance and include an opinion (or disclaimer of opinion) as to whether the auditee complied with Federal statutes, regulations, and the terms and conditions of Federal awards that could have a direct and material effect on each major program and refer to the separate schedule of findings and questioned costs described in paragraph (d) of this section.

(d) A schedule of findings and questioned costs which must include the following three components:

(1) A summary of the auditor's results, which must include:

(i) The type of report the auditor issued (unmodified opinion, qualified opinion, adverse opinion, or disclaimer of opinion) on whether the audited financial statements were prepared in accordance with GAAP;

(ii) A statement about whether significant deficiencies or material weaknesses in internal control were disclosed by the audit of the financial statements;

(iii) A statement as to whether the audit disclosed any noncompliance that is material to the financial statements of the auditee;

(iv) A statement about whether significant deficiencies or material weaknesses in internal control over major programs were disclosed by the audit;

(v) The type of report the auditor issued (unmodified opinion, qualified opinion, adverse opinion, or disclaimer of opinion) on compliance for major programs;

(vi) A statement as to whether the audit disclosed any audit findings that the auditor is required to report under § 200.516(a);

(vii) An identification of major programs by listing each individual major program; however, in the case of a cluster of programs, only the cluster name as shown on the schedule of expenditures of Federal Awards is required;

(viii) The dollar threshold used to distinguish between Type A and Type B programs, as described in § 200.518(b)(1) or (3) when a recalculation of the Type A threshold is required for large loan or loan guarantees; and

(ix) A statement as to whether the auditee qualified as a low-risk auditee under§ 200.520.

(2) Findings relating to the financial statements required to be reported in accordance with GAGAS.

(3) Findings and questioned costs for Federal awards which must include audit findings as defined in § 200.516(a) and be reported in the following manner:

(i) Audit findings (for example, internal control findings, compliance findings, questioned costs, or fraud) that relate to the same issue must be presented as a single audit finding. Where practical, audit findings should be organized by Federal agency or pass-through entity.

(ii) Audit findings that relate to both the financial statements (paragraph (d)(2) of this section) and Federal awards (this paragraph (d)(3)) must be reported in both sections of the schedule. However, the reporting in one section of the schedule may be in summary form and reference a detailed reporting in the other section.

(e) Nothing in this part precludes combining the reporting required by this section with the reporting required by § 200.512(b) when allowed by GAGAS and Appendix X of this part.

## § 200.516 Audit findings.

(a) ***Audit findings reported.*** The auditor must report the following as an audit finding in the schedule of findings and questioned costs:

(1) Significant deficiencies and material weaknesses in internal control over major programs. The auditor's determination of whether a deficiency in internal control is a significant deficiency or a material weakness for the purpose of reporting an audit finding is in relation to a type of compliance requirement for a major program identified in the compliance supplement.

(2) Material noncompliance with the provisions of Federal statutes, regulations, or the terms and conditions of Federal awards related to a major program. The auditor's determination of whether noncompliance with the provisions of Federal statutes, regulations, or the terms and conditions of Federal awards is material for the purpose of reporting an audit finding is in relation to a type of compliance requirement for a major program identified in the compliance supplement.

(3) Known questioned costs when either known or likely questioned costs are greater than $25,000 for a type of compliance requirement for a major program. When reporting questioned costs, the auditor must include information to provide proper perspective for evaluating the prevalence and consequences of the questioned costs.

(4) Known questioned costs greater than $25,000 for a Federal program that is not audited as a major program. Except for audit follow-up, the auditor is not required to perform audit procedures for such a Federal program; therefore, the auditor will normally not find questioned costs for a program that is not audited as a major program. However, if the auditor does become aware of questioned costs for a Federal program that is not audited as a major program (for example, as part of audit follow-up or other audit procedures) and the known questioned costs are greater than $25,000, the auditor must report this as an audit finding.

(5) The circumstances concerning why the auditor's report on compliance for each major program is other than an unmodified opinion. This must be included unless the circumstances are otherwise reported as audit findings in the schedule of findings and questioned costs.

(6) Known or likely fraud affecting a Federal award, unless the fraud is otherwise reported as an audit finding in the schedule of findings and questioned costs. This paragraph does not require the auditor to publicly report information that could compromise investigative or legal proceedings or to make an additional reporting when the auditor confirms that the fraud was reported outside the auditor's reports under the direct reporting requirements of GAGAS.

(7) Instances where the results of audit follow-up procedures disclosed that the summary schedule of prior audit findings prepared by the auditee in accordance with § 200.511(b) materially misrepresents the status of any prior audit finding.

(b) ***Audit finding detail and clarity.*** Audit findings must be presented with sufficient detail and clarity for the auditee to prepare a corrective action plan and take corrective action and for Federal agencies or pass-through entities to arrive at a management decision. As applicable, the following information must be included in audit findings:

(1) The Federal program and specific Federal award identification, including the Assistance Listings title and number, Federal award identification number and year, the name of the Federal agency, and name of the applicable pass-through entity. When information, such as the Assistance Listings title and number or Federal award identification number, is unavailable, the auditor must provide the best information available to describe the Federal award.

(2) The criteria or specific requirement for the audit finding (for example, the specific Federal statute, regulation, or term and condition of the Federal award). The criteria or specific requirement provides a context for evaluating evidence and understanding findings. The criteria should generally identify the required or desired state or expectation with respect to the program or operation.

(3) The condition found, including facts that support the deficiency identified in the audit finding.

(4) A statement of cause that identifies the reason or explanation for the condition or the factors responsible for the difference between the situation that exists (condition) and the required or desired state (criteria), which may also serve as a basis for recommendations for corrective action

(5) The possible asserted effect to provide sufficient information to the auditee and Federal agency or pass-through entity to permit them to determine the cause and effect to facilitate prompt and proper corrective action. A statement of the effect or potential effect should provide a clear, logical link to establish the impact or potential impact of the difference between the condition and the criteria.

(6) The identification of known questioned costs, by applicable Assistance Listing number(s) and Federal award identification number(s), and how these questioned costs were computed.

(7) When there are known questioned costs but the dollar amount is undetermined or not reported, a description of why the dollar amount was undetermined or otherwise could not be reported.

(8) Information to provide proper perspective for evaluating the prevalence and consequences of the audit finding. For example, whether the audit finding represents an isolated instance or a systemic problem. Where appropriate, instances identified must be related to the universe and the number of cases examined and be quantified in terms of dollar value. In addition, the audit finding should indicate whether the sampling was a statistically valid sample.

(9) The identification of whether the audit finding is a repeat of a finding in the immediately prior audit. The audit finding must identify the applicable prior year audit finding reference numbers in these instances.

(10) Recommendations to prevent future occurrences of the deficiency identified in the audit finding.

(11) Views of responsible officials of the auditee.

(c) ***Reference numbers.*** Each audit finding in the schedule of findings and questioned costs must include a reference number in the format meeting the requirements of the data collection form submission (see § 200.512(b)).

## § 200.517 Audit documentation.

(a) ***Retention of audit documentation.*** The auditor must retain audit documentation and reports for a minimum of three years after the date of issuance of the auditor's report(s) to the auditee. The cognizant agency for audit, oversight agency for audit, cognizant agency for indirect costs, or pass-through entity may extend the retention period by providing written notification to the auditor. When the auditor is aware that the Federal agency, pass-through entity, or auditee is contesting an audit finding, the auditor must contact the parties contesting the audit finding for guidance prior to the destruction of the audit documentation and reports.

(b) ***Access to audit documentation.*** Audit documentation must be made available upon request to the cognizant or oversight agency for audit or its designee, cognizant agency for indirect cost, a Federal agency, or GAO at the completion of the audit, as part of a quality review, to resolve audit findings, or to carry out oversight responsibilities consistent with the purposes of this part. Access to audit documentation includes the right of Federal agencies to obtain copies of audit documentation as is reasonable and necessary.

## § 200.518 Major program determination.

(a) ***General.*** The auditor must use a risk-based approach to determine which Federal programs are major programs. This risk-based approach must consider current and prior audit experience, oversight by Federal agencies and pass-through entities, and the inherent risk of the Federal program. The process described in paragraphs (b) through (h) of this section must be followed.

(b) ***Step one.***

(1) The auditor must identify and label the larger Federal programs as Type A programs. Type A programs are defined as Federal programs with Federal awards expended during the audit period exceeding the levels outlined in table 1:

### Table 1 to Paragraph (b)(1)

| Total Federal awards expended | Type A threshold |
|---|---|
| Equal to or exceed $1,000,000 but less than or equal to $34 million | $1,000,000. |
| Exceed $34 million but less than or equal to $100 million | Total Federal awards expended times .03. |
| Exceed $100 million but less than or equal to $1 billion | $3 million. |
| Exceed $1 billion but less than or equal to $10 billion | Total Federal awards expended times .003. |
| Exceed $10 billion but less than or equal to $20 billion | $30 million. |
| Exceed $20 billion | Total Federal awards expended times .0015. |

(2) Federal programs not labeled Type A under paragraph (b)(1) of this section must be labeled Type B programs.

(3) Including large loans and loan guarantees (loans) must not result in the exclusion of other programs as Type A programs. A Federal program providing loans is considered a large loan program when it exceeds four times the largest non-loan program. The auditor must identify each large loan program as a Type A program and exclude its values in determining other Type A programs. This recalculation of the Type A program is performed after removing the total of all large loan programs. For this paragraph, a program is only considered a Federal program providing loans if the value of Federal awards expended for loans within the program comprises 50 percent or more of the total Federal awards expended for the program. A cluster of programs is treated as one program, and the value of Federal awards expended under a loan program is determined as described in § 200.502.

(4) For biennial audits (see § 200.504), the determination of Type A and Type B programs must be based on the Federal awards expended during the two-year audit period.

(c) ***Step two.***

(1) The auditor must identify Type A programs that are low-risk. In making this determination, the auditor must consider whether the requirements in § 200.519(c), the results of audit follow-up, or any changes in personnel or systems affecting the program indicate significantly increased risk and preclude the program from being low-risk. For a Type A program to be considered low-risk, it must have been audited as a major program in at least one of the two most recent audit periods (in the most recent audit period in the case of a biennial audit), and, in the most recent audit period, the program must not have had:

(i) Internal control deficiencies that were identified as material weaknesses in the auditor's report on internal control for major programs as required under § 200.515(c);

(ii) A modified opinion on the program in the auditor's report on major programs as required under § 200.515(c); or

(iii) Known or likely questioned costs that exceed five percent of the total Federal awards expended for the program.

(2) Notwithstanding paragraph (c)(1) of this section, OMB may approve a Federal agency request that a Type A program not be considered low-risk for a specific recipient. For example, it may be necessary for a large Type A program to be audited as a major program each year for a particular recipient for the Federal agency to comply with 31 U.S.C. 3515. The Federal agency must notify the auditee and, if known, the auditor of OMB's approval at least 180 calendar days prior to the end of the fiscal year to be audited.

(d) ***Step three.***

(1) The auditor must identify high-risk Type B programs using professional judgment and the criteria in § 200.519. However, the auditor is not required to identify more high-risk Type B programs than at least one-fourth of the number of low-risk Type A programs identified as low-risk under step two. Except for known material weakness in internal control or compliance problems as discussed in § 200.519(b)(1), (2), and (c)(1), a single criterion in risk would rarely cause a Type B program to be considered high-risk. When identifying which Type B programs to assess for risk, the auditor is encouraged to use an approach that provides an opportunity for different high-risk Type B programs to be audited as major programs over a period of time.

(2) The auditor is not expected to perform risk assessments on relatively small Federal programs. Therefore, the auditor is only required to perform risk assessments on Type B programs that exceed 25 percent (0.25) of the Type A threshold determined in step one.

(e) ***Step four.*** At a minimum, the auditor must audit all of the following as major programs:

(1) All Type A programs not identified as low-risk under step two.

(2) All Type B programs identified as high-risk under step three.

(3) Additional programs as necessary to comply with the percentage of coverage rule described in paragraph (f). This rule may require the auditor to audit more programs as major programs than the number of Type A programs.

(f) ***Percentage of coverage rule.*** When the auditee meets the criteria in § 200.520, the auditor only needs to audit the major programs identified in paragraphs (e)(1) and (2) of this section and such additional Federal programs with Federal awards expended that, in the aggregate, all major programs encompass at least 20 percent (0.20) of total Federal awards expended. Otherwise, the auditor must audit the major programs identified in paragraphs (e)(1) and (2) of this section and such additional Federal programs with Federal awards expended that, in the aggregate, all major programs encompass at least 40 percent (0.40) of total Federal awards expended.

(g) ***Documentation of risk.*** The auditor must include in the audit documentation the risk analysis used for determining major programs.

(h) ***Auditor's judgment.*** The auditor's judgment in applying the risk-based approach to determine major programs must be presumed correct when the determination was performed and documented in accordance with this part. Challenges by a Federal agency or pass-through entity must only be for clearly improper use of the requirements in this part. However, a Federal agency or pass-through entity may provide auditors guidance about the risk of a particular Federal program. The auditor must consider this guidance in determining major programs in audits not yet completed.

## § 200.519 Criteria for Federal program risk.

(a) ***General.*** The auditor's determination should be based on an overall evaluation of the risk of noncompliance occurring that could be material to the Federal program. The auditor must consider criteria, such as those described in paragraphs (b), (c), and (d) of this section, to identify risk in Federal programs. Also, as part of the risk analysis, the auditor may wish to discuss a particular Federal program with auditee management and the Federal agency or pass-through entity.

(b) ***Current and prior audit experience.***

(1) Weaknesses in internal control over Federal programs would indicate higher risk. Therefore, consideration should be given to the control environment over Federal programs. This includes considering factors such as the expectation of management's adherence to Federal statutes, regulations, and the terms and conditions of Federal awards, and the competence and experience of personnel who administer the Federal programs.

(i) A Federal program administered under multiple internal control structures may have higher risk. When assessing risk in a large single audit, the auditor must consider whether weaknesses are isolated in a single operating unit (for example, one college campus) or pervasive throughout the entity.

(ii) A weak system for monitoring subrecipients would indicate higher risk when significant parts of a Federal program are passed to subrecipients through subawards.

(2) Prior audit findings would indicate higher risk, especially when the situations identified in the audit findings could significantly impact a Federal program or have not been corrected.

(3) Federal programs not recently audited as major programs may be of higher risk than those recently audited as major programs without audit findings.

(c) ***Oversight exercised by Federal agencies and pass-through entities.***

(1) The oversight exercised by Federal agencies or pass-through entities may be used to assess risk. For example, recent monitoring or other reviews performed by an oversight entity that disclosed no significant problems would indicate lower risk, whereas monitoring that disclosed significant problems would indicate higher risk.

(2) With the concurrence of OMB, a Federal agency may identify Federal programs that are higher risk. OMB will identify these Federal programs in the compliance supplement.

(d) ***Inherent risk of the Federal program.***

(1) The nature of a Federal program may indicate risk. Consideration should be given to the complexity of the program and the extent to which the Federal program contracts for goods and services. For example, Federal programs that disburse funds through third-party contracts or have eligibility criteria may be higher risk. Federal programs primarily involving staff payroll costs may be at high risk for noncompliance with the requirements of § 200.430 but otherwise be at low risk.

(2) The phase of a Federal program in its lifecycle at the Federal agency may indicate risk. For example, a new Federal program with new or interim regulations may have higher risk than an established program with time-tested regulations. Also, significant changes in Federal programs, statutes, regulations, or the terms and conditions of Federal awards may increase risk.

(3) The phase of a Federal program in its lifecycle at the auditee may indicate risk. For example, during the first and last years that an auditee participates in a Federal program, the risk may be higher due to the start-up or closeout of program activities and staff.

(4) Type B programs with larger Federal awards expended would be of higher risk than programs with substantially smaller Federal awards expended.

## § 200.520 Criteria for a low-risk auditee.

An auditee that meets all of the following conditions for each of the preceding two audit periods must qualify as a low-risk auditee and be eligible for reduced audit coverage in accordance with § 200.518.

(a) Single audits were performed on an annual basis in accordance with the provisions of this subpart, including submitting the data collection form and the reporting package to the FAC within the timeframe specified in § 200.512. A non-Federal entity that has biennial audits does not qualify as a low-risk auditee.

(b) The auditor's opinion on whether the financial statements were prepared in accordance with generally accepted accounting principles (or a special purpose framework such as cash, modified cash, or regulatory as required by State law), and the auditor's in-relation-to opinion on the schedule of expenditures of Federal awards were unmodified.

(c) No internal control deficiencies were identified as material weaknesses under the requirements of GAGAS.

(d) The auditor did not report a substantial doubt about the auditee's ability to continue as a going concern.

(e) None of the Federal programs had audit findings from any of the following in either of the preceding two audit periods in which they were classified as Type A programs:

(1) Internal control deficiencies that were identified as material weaknesses in the auditor's report on internal control for major programs as required under § 200.515(c);

(2) A modified opinion on a major program in the auditor's report on major programs as required under § 200.515(c); or

(3) Known or likely questioned costs that exceeded five percent (.05) of the total Federal awards expended for a Type A program during the audit period.

MANAGEMENT DECISIONS

## § 200.521 Management decisions.

(a) ***General.*** The management decision must clearly state whether or not the audit finding is sustained, the reasons for the decision, and the expected auditee action to repay disallowed costs, make financial adjustments or take other action. If the auditee has not completed corrective action, a timetable for follow-up should be given. Prior to issuing the management decision, the Federal agency or pass-through entity may request additional information or documentation from the auditee, including a request for auditor assurance related to the documentation, as a way of mitigating disallowed costs. The management decision should describe any appeal process available to the auditee. While not required, the Federal agency or pass-through entity may also issue a management decision on findings relating to the financial statements, which are required to be reported in accordance with GAGAS.

(b) ***Federal agency.*** The cognizant agency for audit is responsible for coordinating a management decision for audit findings that affect the programs of more than one Federal agency (see § 200.513(a)(4)(viii)). The awarding Federal agency is responsible for issuing a management decision for audit findings that affect the Federal awards it makes to a non-Federal entity (see § 200.513(c)(3)(i)).

(c) ***Pass-through entity.*** The pass-through entity is responsible for issuing a management decision for audit findings that affect subawards it issues to subrecipients under a Federal award (see § 200.332(e)).

(d) ***Time requirements.*** The Federal agency or pass-through entity responsible for issuing a management decision must do so within six months of the FAC's acceptance of the audit report. The auditee must initiate and proceed with corrective action as rapidly as possible and corrective action should begin no later than upon receipt of the audit report.

(e) ***Reference numbers.*** Management decisions must include the reference numbers the auditor assigned to each audit finding in accordance with § 200.516(c).

## Appendix I to Part 200—Full Text of Notice of Funding Opportunity

(a) ***General Requirements.***

(1) ***Requirements for developing NOFOs.*** In developing a notice of funding opportunity (NOFO), Federal agencies must:

(i) Be concise and use plain language per the guidance at *PlainLanguage.gov* wherever possible.

(ii) For electronic NOFOs and other information about them, comply with Section 508 of the Rehabilitation Act of 1973 (29 U.S.C. 794d).

(2) ***Considerations for developing NOFOs.*** Federal agencies may:

(i) Link to standard content to include required information rather than including the full language in the NOFO. The NOFO should make clear if linked information is critical—for example, standard terms and conditions, administrative and national policy requirements, and standard templates.

(ii) Include links to relevant regulations and other sources.

(iii) Use cross-references between the sections, including hyperlinks in electronic versions.

(3) ***Required Consistency.*** Potential applicants must be able to find similar information across all Federal NOFOs. To that end, Federal agencies must include the same or similar section headings and a table of contents with at least these sections:

(i) Basic Information

(ii) Eligibility

(iii) Program Description

(iv) Application Contents and Format

(v) Submission Requirements and Deadlines

(vi) Application Review Information

(vii) Award Notices

(viii) Post-Award Requirements and Administration

(b) ***Required Sections and Information.***

As required below, the Federal agency must include the following sections and information in the text of a NOFO and a table of contents.

(1) ***Basic Information.***

This section provides sufficient information to help an applicant make an informed decision about whether to submit a proposal.

(i) This section must include the following:

(A) Federal Agency Name.

(B) Funding Opportunity Title.

(C) I Announcement Type (whether the funding opportunity is the initial announcement or a modification of a previously announced opportunity).

(D) Funding Opportunity Number (required, if the Federal agency has assigned a number to the funding opportunity announcement).

(E) Assistance Listing Number(s).

(F) Funding Details. The total amount of funding that the Federal agency expects to award, the anticipated number of awards, and the expected dollar values of individual awards, which may be a range.

(G) Key Dates. Key dates include due dates for submitting applications or Executive Order 12372 submissions, as well as for any letters of intent or preapplications. For any announcement issued before a program's application materials are available, key dates also include the date on which those materials will be released; and any other additional information, as deemed applicable by the Federal agency. If possible, the Federal agency should provide an anticipated award date. If the NOFO is evaluated on a "rolling" basis, the Federal agency should provide an estimate of the time needed to process an application and notify the applicant of the Federal agency's decision.

(H) Executive Summary. A brief description that is written in plain language and summarizes the goals and objectives of the program, the target audience, and eligible recipients. The text of the executive summary should not exceed 500 words

(I) Agency contact information.

(ii) This section could include the following:

(A) The amount of funding per Federal award, on average, experienced in previous years.

(B) Whether this is a new program or a one-time initiative.

(2) ***Eligibility.***

This section addresses the factors that determine applicant or application eligibility.

(i) ***Eligible Applicants.*** This subsection must identify the following:

(A) A complete and specific list of entity types eligible to apply.

(B) Any additional restrictions on eligibility beyond the type of entity.

(C) Eligibility factors for the principal investigator or project director, if any.

(D) Criteria that would make any particular projects ineligible.

(E) A reference to any funding restriction elsewhere in the NOFO that could affect an applicant's or project's eligibility.

(F) A reference or link to any other factors that would disqualify an applicant or application, such as the responsiveness criteria in 6a.

(G) Any limit on the number of applications an applicant may submit under the announcement. Make clear whether the limitation is on the submitting organization, individual investigator or program director, or both.

(ii) ***Cost Sharing.*** This subsection must state:

(A) Whether there is required cost sharing. This statement must be clear that not committing to the required cost sharing will make the application ineligible. If cost sharing is not required, the announcement must say so.

(B) An explanation of the calculation for the required cost sharing. Required cost sharing may be a certain percentage or amount or in the form of contributions of specified items or activities (*for example,* provision of equipment).

(C) Any restrictions on the types of cost, such as in-kind contributions, acceptable as cost sharing.

(D) Any requirement to commit to cost sharing. This section should refer to the appropriate portions of section (b)(4) stating any pre-award requirements for the submission of letters or other documentation to verify commitments to meet cost-sharing requirements if a Federal award is made.

(3) ***Program Description.*** This section contains the full program description of the funding opportunity.

(i) This section must include the following:

(A) The general purpose of the funding and what it is expected to achieve for the public good.

(B) The Federal agency's funding priorities or focus areas, if any.

(C) Program goals and objectives.

(D) A description of how the award will contribute to achieving the program's goals and objectives.

(E) The expected performance goals, indicators, targets, baseline data, data collection, and other outcomes the Federal agency expects recipients to achieve.

(F) For cooperative agreements, the “substantial involvement” that the Federal agency expects to have or should reference where the potential applicant can find that information.

(G) Information on program specific unallowable costs so that the applicant can develop an application and budget consistent with program requirements and any limits on indirect costs.

(H) Any eligibility criteria for beneficiaries or program participants other than Federal award recipients.

(I) Citations for authorizing statutes and regulations for the funding opportunity.

(ii) This section could also include the following:

(A) Any program history, such as whether it is a new program or a new or changed area of program emphasis.

(B) Examples of successful projects funded in the past.

(C) For infrastructure projects subject to Build America, Buy America requirements, information on key items anticipated to be purchased under the program, and any related domestic sourcing concerns based on market research.

(D) Other information the Federal agency finds necessary.

(4) ***Application Contents and Format.*** This section must identify the required content of an application and the forms or formats an applicant must use. If any requirements are stated elsewhere, this section should refer to where those requirements may be found. This section also should include required forms or formats as part of the announcement or state where the applicant may obtain them.

(i) This section must specifically address content and form or format requirements for:

(A) Whether pre-applications, letters of intent, or white papers are required or encouraged.

(B) The application as a whole.

(C) Component pieces of the application.

(D) Information that successful applicants must submit after notification of intent to make a Federal award but prior to a Federal award. For example, this could include evidence of compliance with requirements relating to human subjects or information needed to comply with the National Environmental Policy Act (NEPA) (42 U.S.C. 4321 *et seq.*).

(ii) Within each of the categories above, this subsection must include, where relevant:

(A) Limitations on page numbers.

(B) Formatting requirements, including font and font size, margins, paper size, and color limitations.

(C) Any requirements for file naming, file size limitations, or file format such as PDF.

(D) The number of copies required if paper submissions are allowed.

(E) The sequence required for application sections or components.

(F) Signature requirements, including those for electronic submissions.

(G) Any requirements for third-party information such as references, letters of support, or letters of commitment to the project or to contribute to cost sharing.

(H) A reference to any requirements to provide documentation to support an eligibility determination, such as proof of 501(c)(3) status or an authorizing tribal resolution.

(I) Instructions needed to develop the narrative portions of the application. Include any requirements for its order, format, or required headings.

(J) If applicable, the need to identify proprietary information. Include how to do so and how the Federal agency will handle it.

(5) ***Submission Requirements and Deadlines.***

(i) ***Address to Request Application Package.*** This section must include the following:

(A) How to get application forms, kits, or other materials needed to apply. If the announcement contains everything needed, this section needs only say so. If not, the guidance must include:

(*1*) An internet address where the materials can be accessed.

(*2*) An email address.

(*3*) A U.S. Postal Service mailing address.

(*4*) Telephone number.

(*5*) Telephone Device for the Deaf (TDD), Text Telephone (TTY) number, or other appropriate telecommunication relay service.

(ii) ***Unique entity identifier and System for Award Management (SAM.gov).*** This section must state the requirements for unique entity identifiers and registration in *SAM.gov*. It must include the following:

(A) Each applicant must:

(*1*) Be registered in *SAM.gov* before submitting its application;

(*2*) Provide a valid unique entity identifier in its application; and

(*3*) Continue to maintain an active registration in *SAM.gov* with current information at all times during which it has an active Federal award or an application or plan under consideration by a Federal agency.

(B) If individuals are eligible to apply, they are exempt from this requirement under 2 CFR 25.110(b).

(C) If the Federal agency exempts any applicants from this requirement under 2 CFR 25.110(c) or (d), a statement to that effect.

(iii) ***Submission Instructions.*** This section addresses how the applicant will submit the application. It must include the following:

(A) Actions needed prior to applying:

(*1*) Instructions on any registrations required to access electronic submission systems or links to them. Where possible, provide the expected time frames needed to complete the registration process.

(B) The methods for submitting the application:

(*1*) Whether the applicant must submit in electronic or paper form or whether the applicant has an option. Applicants should not be required to submit in more than one format.

(*2*) Instructions on how to submit electronically or links to them. Must include the URL to the electronic submission system and information on or links to information about the system or software requirements needed by the system.

(*3*) If the Federal agency allows paper submissions, the process used to approve this option if it is not automatically allowed.

(*4*) If the Federal agency allows paper submissions, the method for submitting the application. This information must include a postal address and “care of” information needed to route the application to the appropriate person, office, or email address, if the Federal agency allows such submissions.

(C) If applicable, this section also must say how applicants must submit pre-applications, letters of intent, third-party information, or other information required before the award. It must include the following:

(*1*) Instructions on how to submit electronically or links to them.

(*2*) Whether the applicant must submit in electronic or paper form or whether the applicant has an option.

(*3*) If the Federal agency allows paper submissions, the method for submitting the required information. This information must include a postal address and "care of" information needed to route the application to the appropriate person, office, or email address.

(D) This section must also include what to do in the event of system problems and a point of contact who will be available if the applicant experiences technical difficulties.

(iv) ***Submission Dates and Times.*** This section must include due dates and times for all submissions. If they are different for electronic and paper submissions, be clear about the differences. This includes the following:

(A) Full applications.

(B) Any preliminary submissions, such as letters of intent, white papers, or pre-applications.

(C) Any other submissions required before Federal award separate from the full application.

(D) If the funding opportunity is a general announcement that is open for a period of time with no specific due dates for applications, this section should say so.

(v) ***Intergovernmental Review.*** This section must include the following:

(A) Whether or not the funding opportunity is subject to Executive Order 12372, "Intergovernmental Review of Federal Programs".

(B) If it is applicable, include the following:

(*1*) A short description of this requirement.

(*2*) Where applicants can find their State's Single Point of Contact, learn whether their State has an intergovernmental review process, and if so, get information on their State's process. The list of SPOCs is on the Office of Management and Budget's website.

(6) ***Application Review Information.***

(i) ***Responsiveness Review.*** This section includes information on the criteria that make an application or project ineligible. These are sometimes referred to as "responsiveness" criteria, "go-no-go" criteria, or "threshold" criteria. Federal agencies may change the title of this section as appropriate. This section must include the following:

(A) A brief understanding of the Federal agency responsiveness review process.

(B) A list and enough detail to understand the criteria or disqualifying factors to be reviewed.

(C) A reference to the regulation or requirement that describes the restriction, if applicable. For example, if entities that have been found to be in violation of a particular Federal statute are ineligible, say so.

(ii) ***Review Criteria.*** This section must address the review criteria that the Federal agency will use to evaluate applications for merit. This information includes the merit and other review criteria evaluators will use to judge applications, including any statutory, regulatory, or other preferences that will be applied in the review process. These criteria are distinct from eligibility criteria that are addressed before an application is accepted for review and any program policy or other factors that are applied during the selection process, after the review process is completed.

The intent is to make the application process transparent so applicants can make informed decisions when preparing their applications to maximize the fairness of the process.

(A) This section must include the following:

(*1*) A clear description of each criterion and sub-criterion used.

(*2*) If criteria vary in importance, the relative percentages, weights, or other means used to distinguish between them.

(*3*) For statutory, regulatory, or other preferences, an explanation of those preferences with an explicit indication of their effect, for example, if they result in additional points being assigned.

(*4*) How an applicant's proposed cost sharing will be considered in the review process if it is not an eligibility criterion in Section 2b. For example, to assign a certain number of additional points to applicants who offer cost sharing or to break ties among applications with equivalent scores after evaluation against all other factors. If cost sharing will not be considered in the evaluation, the announcement should say so. Do not include statements that cost sharing is encouraged without providing clarity about what that means.

(*5*) The relevant information if the Federal agency permits applicants to nominate reviewers of their applications or suggest those they feel may be inappropriate due to a conflict of interest.

(B) This section could include the following:

(*1*) The types of people responsible for evaluation against the merit criteria. For example, peers external to the Federal agency or Federal agency personnel.

(*2*) The number of people on an evaluation panel and how it operates, how reviewers are selected, reviewer qualifications, and how conflicts of interest are avoided.

(iii) ***Review and Selection Process.*** This section may vary in the level of detail provided.

(A) It must include the following:

(*1*) Any program policy, factors, or elements that the selecting official may use in selecting applications for the award. For example, geographical dispersion, program balance, or diversity.

(*2*) A brief description of the merit review process, including how the Federal agency uses merit review outcomes in final decision-making. For example, whether they are advisory only.

(B) It could also include the following:

(*1*) Who makes the final selections for awards.

(*2*) Any multi-phase review methods. For example, an external panel that advises on, makes, or approves final recommendations to the deciding official.

(iv) ***Risk Review.***

(A) This section must include the following:

(*1*) A brief description of the factors used for the Federal agency's risk review as required by § 200.206.

(*2*) If the Federal agency expects that any award under the NOFO will be more than the simplified acquisition threshold during its period of performance, include the following information:

(*i*) That before making a Federal award with a total amount of Federal share greater than the simplified acquisition threshold, the Federal agency must review and consider any information about the applicant that is in the responsibility/qualification records available in *SAM.gov* (see 41 U.S.C. 2313).

(*ii*) That an applicant can review and comment on any information in the responsibility/qualification records available in *SAM.gov*.

(*iii*) That before making decisions in the risk review required by § 200.206 the Federal agency will consider any comments by the applicant, along with information available in the responsibility/qualification records in *SAM.gov*.

(7) ***Award Notices.*** This section must address what a successful applicant can expect to receive following selection.

(i) It must include the following:

(A) If the Federal agency's practice is to provide a separate notice stating that an application has been selected before it makes the Federal award, indicate that the letter is not an authorization to begin performance and that the Federal award is the authorizing document.

(B) If pre-award costs are allowed, beginning performance is at the applicant's own risk.

(C) This section should indicate that the notice of Federal award signed by the grants officer, or equivalent, is the official document that obligates funds, and whether it is provided through postal mail or by electronic means and to whom.

(D) The timing, form, and content of notifications to unsuccessful applicants. See also § 200.211.

(8) ***Post-Award Requirements and Administration.***

*(i) Administrative and National Policy Requirements.* Providing information on administrative and policy requirements lets a potential applicant identify any requirements with which it would have difficulty complying. This section must include the following:

(A) A statement related to the "general" terms and conditions of the award, including requirements that the Federal agency normally includes.

(B) Any relevant specific terms and conditions.

(C) Any special requirements that could apply to specific awards after the review of applications and other information based on the particular circumstances of the effort to be supported. For example, if human subjects were to be involved or if some situations may justify specific terms on intellectual property, data sharing, or security requirements.

(D) As in other sections, the announcement need not include all terms and conditions of the award but may refer to documents with details on terms and conditions.

(ii) ***Reporting.*** This section includes information needed to understand the post-award reporting requirements. Highlight any special reporting requirements for Federal awards under this funding opportunity that differ from what the Federal agency's Federal awards usually require. For example, differences in report type, frequency, form, format, or circumstances for use. This section must include the following:

(A) The type of reporting required, such as financial or performance.

(B) The reporting frequency.

(C) The means of submission, such as paper or electronic.

(D) References to all relevant requirements, such as those at 2 CFR 180.335 and 180.350.

(E) If the Federal share of any Federal award may include more than $500,000 over the period of performance, this section must inform potential applicants about the post-award reporting requirements reflected in appendix XII to this part.

(9) ***Other Information—Optional.*** This section may include any additional information to help potential applicants. For example, the section could include the following:

(i) Related programs or other upcoming or ongoing Federal agency funding opportunities for similar activities.

(ii) Current internet addresses for Federal agency websites that may be useful to an applicant in understanding the program.

(iii) Routine notices to applicants. For example, the Federal Government is not obligated to make any Federal award as a result of the announcement, or only grants officers can bind the Federal Government to the expenditure of funds.

*[89 FR 30204, Apr. 22, 2024]*

## 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, 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 § 200.323.

(K) See § 200.216.

(L) See § 200.322.

*[78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75888, Dec. 19, 2014; 85 FR 49577, Aug. 13, 2020]*

## Appendix III to Part 200—Indirect (F&A) Costs Identification and Assignment, and Rate Determination for Institutions of Higher Education (IHEs)

### A. General

This appendix provides criteria for identifying and computing indirect (or indirect (F&A)) rates at IHEs (institutions). Indirect (F&A) costs are those that are incurred for common or joint objectives and therefore cannot be identified readily and specifically with a particular sponsored project, an instructional activity, or any other institutional activity. See subsection B.1 for a discussion of the components of indirect (F&A) costs.

## 1. Major Functions/Activities of an IHE

Refers to instruction, organized research, other sponsored activities and other institutional activities as defined in this section:

a. ***Instruction*** means the teaching and training activities of an institution. Except for research training as provided in subsection b, this term includes all teaching and training activities, whether they are offered for credits toward a degree or certificate or on a non-credit basis, and whether they are offered through regular academic departments or separate divisions, such as a summer school division or an extension division. Also considered part of this major function are departmental research, and, where agreed to, university research.

(1) ***Sponsored instruction and training*** means specific instructional or training activity established by grant, contract, or cooperative agreement. For purposes of the cost principles, this activity may be considered a major function even though an institution's accounting treatment may include it in the instruction function.

(2) ***Departmental research*** means research, development and scholarly activities that are not organized research and, consequently, are not separately budgeted and accounted for. Departmental research, for purposes of this document, is not considered as a major function, but as a part of the instruction function of the institution.

(3) Only mandatory cost sharing or cost sharing specifically committed in the project budget must be included in the organized research base for computing the indirect (F&A) cost rate or reflected in any allocation of indirect costs. Salary costs above statutory limits are not considered cost sharing.

b. ***Organized research*** means all research and development activities of an institution that are separately budgeted and accounted for. It includes:

(1) ***Sponsored research*** means all research and development activities that are sponsored by Federal and non-Federal agencies and organizations. This term includes activities involving the training of individuals in research techniques (commonly called research training) where such activities utilize the same facilities as other research and development activities and where such activities are not included in the instruction function.

(2) ***University research*** means all research and development activities that are separately budgeted and accounted for by the institution under an internal application of institutional funds. University research, for purposes of this document, must be combined with sponsored research under the function of organized research.

c. ***Other sponsored activities*** means programs and projects financed by Federal and non-Federal agencies and organizations which involve the performance of work other than instruction and organized research. Examples of such programs and projects are health service projects and community service programs. However, when any of these activities are undertaken by the institution without outside support, they may be classified as other institutional activities.

d. ***Other institutional activities*** means all activities of an institution except for instruction, departmental research, organized research, and other sponsored activities, as defined in this section; indirect (F&A) cost activities identified in this Appendix paragraph B, Identification and assignment of indirect (F&A) costs; and specialized services facilities described in § 200.468 of this part.

## 2. Criteria for Distribution

a. ***Base period.*** A base period for distribution of indirect (F&A) costs is the period during which the costs are incurred. The base period normally should coincide with the fiscal year established by the institution, but in any event the base period should be so selected as to avoid inequities in the distribution of costs.

b. ***Need for cost groupings.*** The overall objective of the indirect (F&A) cost allocation process is to distribute the indirect (F&A) costs described in Section B, Identification and assignment of indirect (F&A) costs, to the major functions of the institution in proportions reasonably consistent with the nature and extent of their use of the institution's resources. In order to achieve this objective, it may be necessary to provide for selective distribution by establishing separate groupings of cost within one or more of the indirect (F&A) cost categories referred to in subsection B.1. In general, the cost groupings established within a category should constitute, in each case, a pool of those items of expense that are considered to be of like nature in terms of their relative contribution to (or degree of remoteness from) the particular cost objectives to which distribution is appropriate. Cost groupings should be established considering the general guides provided in subsection c of this section. Each such pool or cost grouping should then be distributed individually to the related cost objectives, using the distribution base or method most appropriate in light of the guidelines set forth in subsection d of this section.

c. ***General considerations on cost groupings.*** The extent to which separate cost groupings and selective distribution would be appropriate at an institution is a matter of judgment to be determined on a case-by-case basis. Typical situations which may warrant the establishment of two or more separate cost groupings (based on account classification or analysis) within an indirect (F&A) cost category include but are not limited to the following:

(1) If certain items or categories of expense relate solely to one of the major functions of the institution or to less than all functions, such expenses should be set aside as a separate cost grouping for direct assignment or selective allocation in accordance with the guides provided in subsections b and d.

(2) If any types of expense ordinarily treated as general administration or departmental administration are charged to Federal awards as direct costs, expenses applicable to other activities of the institution when incurred for the same purposes in like

circumstances must, through separate cost groupings, be excluded from the indirect (F&A) costs allocable to those Federal awards and included in the direct cost of other activities for cost allocation purposes.

(3) If it is determined that certain expenses are for the support of a service unit or facility whose output is susceptible of measurement on a workload or other quantitative basis, such expenses should be set aside as a separate cost grouping for distribution on such basis to organized research, instructional, and other activities at the institution or within the department.

(4) If activities provide their own purchasing, personnel administration, building maintenance or similar service, the distribution of general administration and general expenses, or operation and maintenance expenses to such activities should be accomplished through cost groupings which include only that portion of central indirect (F&A) costs (such as for overall management) which are properly allocable to such activities.

(5) If the institution elects to treat fringe benefits as indirect (F&A) charges, such costs should be set aside as a separate cost grouping for selective distribution to related cost objectives.

(6) The number of separate cost groupings within a category should be held within practical limits, after taking into consideration the materiality of the amounts involved and the degree of precision attainable through less selective methods of distribution.

d. Selection of distribution method.

(1) Actual conditions must be taken into account in selecting the method or base to be used in distributing individual cost groupings. The essential consideration in selecting a base is that it be the one best suited for assigning the pool of costs to cost objectives in accordance with benefits derived; with a traceable cause-and-effect relationship; or with logic and reason, where neither benefit nor a cause-and-effect relationship is determinable.

(2) If a cost grouping can be identified directly with the cost objective benefitted, it should be assigned to that cost objective.

(3) If the expenses in a cost grouping are more general in nature, the distribution may be based on a cost analysis study which results in an equitable distribution of the costs. Such cost analysis studies may take into consideration weighting factors, population, or space occupied if appropriate. Cost analysis studies, however, must

(a) be appropriately documented in sufficient detail for subsequent review by the cognizant agency for indirect costs,

(b) distribute the costs to the related cost objectives in accordance with the relative benefits derived,

(c) be statistically sound,

(d) be performed specifically at the institution at which the results are to be used, and

(e) be reviewed periodically, but not less frequently than rate negotiations, updated if necessary, and used consistently. Any assumptions made in the study must be stated and explained. The use of cost analysis studies and periodic changes in the method of cost distribution must be fully justified.

(4) If a cost analysis study is not performed, or if the study does not result in an equitable distribution of the costs, the distribution must be made in accordance with the appropriate base cited in Section B, unless one of the following conditions is met:

(a) It can be demonstrated that the use of a different base would result in a more equitable allocation of the costs, or that a more readily available base would not increase the costs charged to Federal awards, or

(b) The institution qualifies for, and elects to use, the simplified method for computing indirect (F&A) cost rates described in Section D.

(5) Notwithstanding subsection (3), effective July 1, 1998, a cost analysis or base other than that in Section B must not be used to distribute utility or student services costs. Instead, subsection B.4.c, may be used in the recovery of utility costs.

e. Order of distribution.

(1) Indirect (F&A) costs are the broad categories of costs discussed in Section B.1.

(2) Depreciation, interest expenses, operation and maintenance expenses, and general administrative and general expenses should be allocated in that order to the remaining indirect (F&A) cost categories as well as to the major functions and specialized service facilities of the institution. Other cost categories may be allocated in the order determined to be most appropriate by the institutions. When cross allocation of costs is made as provided in subsection (3), this order of allocation does not apply.

(3) Normally an indirect (F&A) cost category will be considered closed once it has been allocated to other cost objectives, and costs may not be subsequently allocated to it. However, a cross allocation of costs between two or more indirect (F&A) cost categories may be used if such allocation will result in a more equitable allocation of costs. If a cross allocation is used, an appropriate modification to the composition of the indirect (F&A) cost categories described in Section B is required.

## B. Identification and Assignment of Indirect (F&A) Costs

## 1. Definition of Facilities and Administration

See § 200.414 which provides the basis for these indirect cost requirements.

## 2. Depreciation

a. The expenses under this heading are the portion of the costs of the institution's buildings, capital improvements to land and buildings, and equipment which are computed in accordance with § 200.436.

b. In the absence of the alternatives provided for in Section A.2.d, the expenses included in this category must be allocated in the following manner:

(1) Depreciation on buildings used exclusively in the conduct of a single function, and on capital improvements and equipment used in such buildings, must be assigned to that function.

(2) Depreciation on buildings used for more than one function, and on capital improvements and equipment used in such buildings, must be allocated to the individual functions performed in each building on the basis of usable square feet of space, excluding common areas such as hallways, stairwells, and rest rooms.

(3) Depreciation on buildings, capital improvements and equipment related to space (e.g., individual rooms, laboratories) used jointly by more than one function (as determined by the users of the space) must be treated as follows. The cost of each jointly used unit of space must be allocated to benefitting functions on the basis of:

(a) The employee full-time equivalents (FTEs) or salaries and wages of those individual functions benefitting from the use of that space; or

(b) Institution-wide employee FTEs or salaries and wages applicable to the benefitting major functions (see Section A.1) of the institution.

(4) Depreciation on certain capital improvements to land, such as paved parking areas, fences, sidewalks, and the like, not included in the cost of buildings, must be allocated to user categories of students and employees on a full-time equivalent basis. The amount allocated to the student category must be assigned to the instruction function of the institution. The amount allocated to the employee category must be further allocated to the major functions of the institution in proportion to the salaries and wages of all employees applicable to those functions.

## 3. Interest

Interest on debt associated with certain buildings, equipment and capital improvements, as defined in § 200.449, must be classified as an expenditure under the category Facilities. These costs must be allocated in the same manner as the depreciation on the buildings, equipment and capital improvements to which the interest relates.

## 4. Operation and Maintenance Expenses

a. The expenses under this heading are those that have been incurred for the administration, supervision, operation, maintenance, preservation, and protection of the institution's physical plant. They include expenses normally incurred for such items as janitorial and utility services; repairs and ordinary or normal alterations of buildings, furniture and equipment; care of grounds; maintenance and operation of buildings and other plant facilities; security; earthquake and disaster preparedness; environmental safety; hazardous waste disposal; property, liability and all other insurance relating to property; space and capital leasing; facility planning and management; and central receiving. The operation and maintenance expense category should also include its allocable share of fringe benefit costs, depreciation, and interest costs.

b. In the absence of the alternatives provided for in Section A.2.d, the expenses included in this category must be allocated in the same manner as described in subsection 2.b for depreciation.

c. A utility cost adjustment of up to 1.3 percentage points may be included in the negotiated indirect cost rate of the IHE for organized research, per the computation alternatives in paragraphs (c)(1) and (2) of this section:

(1) Where space is devoted to a single function and metering allows unambiguous measurement of usage related to that space, costs must be assigned to the function located in that space.

(2) Where space is allocated to different functions and metering does not allow unambiguous measurement of usage by function, costs must be allocated as follows:

(i) Utilities costs should be apportioned to functions in the same manner as depreciation, based on the calculated difference between the site or building actual square footage for monitored research laboratory space (site, building, floor, or room), and a separate calculation prepared by the IHE using the "effective square footage" described in subsection (c)(2)(ii) of this section.

(ii) ***"Effective square footage"*** allocated to research laboratory space must be calculated as the actual square footage times the relative energy utilization index (REUI) posted on the OMB Web site at the time of a rate determination.

A. This index is the ratio of a laboratory energy use index (lab EUI) to the corresponding index for overall average college or university space (college EUI).

B. In July 2012, values for these two indices (taken respectively from the Lawrence Berkeley Laboratory "Labs for the 21st Century" benchmarking tool and the US Department of Energy "Buildings Energy Databook" and were 310 kBtu/sq ft-yr. and 155 kBtu/sq ft-yr., so that the adjustment ratio is 2.0 by this methodology. To retain currency, OMB will adjust the EUI numbers from time to time (no more often than annually nor less often than every 5 years), using reliable and publicly disclosed data. Current values of both the EUIs and the REUI will be posted on the OMB website.

## 5. General Administration and General Expenses

a. The expenses under this heading are those that have been incurred for the general executive and administrative offices of educational institutions and other expenses of a general character which do not relate solely to any major function of the institution; *i.e.,* solely to

(1) instruction,

(2) organized research,

(3) other sponsored activities, or

(4) other institutional activities. The general administration and general expense category should also include its allocable share of fringe benefit costs, operation and maintenance expense, depreciation, and interest costs. Examples of general administration and general expenses include: Those expenses incurred by administrative offices that serve the entire university system of which the institution is a part; central offices of the institution such as the President's or Chancellor's office, the offices for institution-wide financial management, business services, budget and planning, personnel management, and safety and risk management; the office of the General Counsel; and the operations of the central administrative management information

systems. General administration and general expenses must not include expenses incurred within non-university-wide deans' offices, academic departments, organized research units, or similar organizational units. (See subsection 6.)

b. In the absence of the alternatives provided for in Section A.2.d, the expenses included in this category must be grouped first according to common major functions of the institution to which they render services or provide benefits. The aggregate expenses of each group must then be allocated to serviced or benefitted functions on the modified total cost basis. Modified total costs consist of the same elements as those in Section C.2. When an activity included in this indirect (F&A) cost category provides a service or product to another institution or organization, an appropriate adjustment must be made to either the expenses or the basis of allocation or both, to assure a proper allocation of costs.

## 6. Departmental Administration Expenses

a. The expenses under this heading are those that have been incurred for administrative and supporting services that benefit common or joint departmental activities or objectives in academic deans' offices, academic departments and divisions, and organized research units. Organized research units include such units as institutes, study centers, and research centers. Departmental administration expenses are subject to the following limitations.

(1) Academic deans' offices. Salaries and operating expenses are limited to those attributable to administrative functions.

(2) Academic departments:

(a) Salaries and fringe benefits attributable to the administrative work (including bid and proposal preparation) of faculty (including department heads) and other professional personnel conducting research and/or instruction, must be allowed at a rate of 3.6 percent of modified total direct costs. This category does not include professional business or professional administrative officers. This allowance must be added to the computation of the indirect (F&A) cost rate for major functions in Section C; the expenses covered by the allowance must be excluded from the departmental administration cost pool. No documentation is required to support this allowance.

(b) Other administrative and supporting expenses incurred within academic departments are allowable provided they are treated consistently in like circumstances. This would include expenses such as the salaries of secretarial and clerical staffs, the salaries of administrative officers and assistants, travel, office supplies, stockrooms, and the like.

(3) Other fringe benefit costs applicable to the salaries and wages included in subsections (1) and (2) are allowable, as well as an appropriate share of general administration and general expenses, operation and maintenance expenses, and depreciation.

(4) Federal agencies may authorize reimbursement of additional costs for department heads and faculty only in exceptional cases where an institution can demonstrate undue hardship or detriment to project performance.

b. The following guidelines apply to the determination of departmental administrative costs as direct or indirect (F&A) costs.

(1) In developing the departmental administration cost pool, special care should be exercised to ensure that costs incurred for the same purpose in like circumstances are treated consistently as either direct or indirect (F&A) costs. For example, salaries of technical staff, laboratory supplies (*e.g.,* chemicals), telephone toll charges, animals, animal care costs, computer costs, travel costs, and specialized shop costs must be treated as direct costs wherever identifiable to a particular cost objective. Direct charging of these costs may be accomplished through specific identification of individual costs to benefitting cost objectives, or through recharge centers or specialized service facilities, as appropriate under the circumstances. See §§ 200.413(c) and 200.468.

(2) Items such as office supplies, postage, local telephone costs, and memberships must normally be treated as indirect (F&A) costs.

c. In the absence of the alternatives provided for in Section A.2.d, the expenses included in this category must be allocated as follows:

(1) The administrative expenses of the dean's office of each college and school must be allocated to the academic departments within that college or school on the modified total cost basis.

(2) The administrative expenses of each academic department, and the department's share of the expenses allocated in subsection (1) must be allocated to the appropriate functions of the department on the modified total cost basis.

## 7. Sponsored Projects Administration

a. The expenses under this heading are limited to those incurred by a separate organization(s) established primarily to administer sponsored projects, including such functions as grant and contract administration (Federal and non-Federal), special security, purchasing, personnel, administration, and editing and publishing of research and other reports. They include the salaries and expenses of the head of such organization, assistants, and immediate staff, together with the salaries and expenses of personnel engaged in supporting activities maintained by the organization, such as stock rooms, print shops, and the like. This category also includes an allocable share of fringe benefit costs, general administration and general expenses, operation and maintenance expenses, and depreciation. Appropriate adjustments will be made for services provided to other functions or organizations.

b. In the absence of the alternatives provided for in Section A.2.d, the expenses included in this category must be allocated to the major functions of the institution under which the sponsored projects are conducted on the basis of the modified total cost of sponsored projects.

c. An appropriate adjustment must be made to eliminate any duplicate charges to Federal awards when this category includes similar or identical activities as those included in the general administration and general expense category or other indirect (F&A) cost items, such as accounting, procurement, or personnel administration.

## 8. Library Expenses

a. The expenses under this heading are those that have been incurred for the operation of the library, including the cost of books and library materials purchased for the library, less any items of library income that qualify as applicable credits under § 200.406. The library expense category should also include the fringe benefits applicable to the salaries and wages included therein, an appropriate

share of general administration and general expense, operation and maintenance expense, and depreciation. Costs incurred in the purchases of rare books (museum-type books) with no value to Federal awards should not be allocated to them.

b. In the absence of the alternatives provided for in Section A.2.d, the expenses included in this category must be allocated first on the basis of primary categories of users, including students, professional employees, and other users.

(1) The student category must consist of full-time equivalent students enrolled at the institution, regardless of whether they earn credits toward a degree or certificate.

(2) The professional employee category must consist of all faculty members and other professional employees of the institution, on a full-time equivalent basis. This category may also include post-doctorate fellows and graduate students.

(3) The other users category must consist of a reasonable factor as determined by institutional records to account for all other users of library facilities.

c. Amount allocated in paragraph b of this section must be assigned further as follows:

(1) The amount in the student category must be assigned to the instruction function of the institution.

(2) The amount in the professional employee category must be assigned to the major functions of the institution in proportion to the salaries and wages of all faculty members and other professional employees applicable to those functions.

(3) The amount in the other users category must be assigned to the other institutional activities function of the institution.

## 9. Student Administration and Services

a. The expenses under this heading are those that have been incurred for the administration of student affairs and for services to students, including expenses of such activities as deans of students, admissions, registrar, counseling and placement services, student advisers, student health and infirmary services, catalogs, and commencements and convocations. The salaries of members of the academic staff whose responsibilities to the institution require administrative work that benefits sponsored projects may also be included to the extent that the portion charged to student administration is determined in accordance with subpart E of this Part. This expense category also includes the fringe benefit costs applicable to the salaries and wages included therein, an appropriate share of general administration and general expenses, operation and maintenance, interest expense, and depreciation.

b. In the absence of the alternatives provided for in Section A.2.d, the expenses in this category must be allocated to the instruction function, and subsequently to Federal awards in that function.

## 10. Offset for Indirect (F&A) Expenses Otherwise Provided for by the Federal Government

a. The items to be accumulated under this heading are the reimbursements and other payments from the Federal Government which are made to the institution to support solely, specifically, and directly, in whole or in part, any of the administrative or service activities described in subsections 2 through 9.

b. The items in this group must be treated as a credit to the affected individual indirect (F&A) cost category before that category is allocated to benefitting functions.

## C. Determination and Application of Indirect (F&A) Cost Rate or Rates

## 1. Indirect (F&A) Cost Pools

a.

(1) Subject to subsection b, the separate categories of indirect (F&A) costs allocated to each major function of the institution as prescribed in Section B, must be aggregated and treated as a common pool for that function. The amount in each pool must be divided by the distribution base described in subsection 2 to arrive at a single indirect (F&A) cost rate for each function.

(2) The rate for each function is used to distribute indirect (F&A) costs to individual Federal awards of that function. Since a common pool is established for each major function of the institution, a separate indirect (F&A) cost rate would be established for each of the major functions described in Section A.1 under which Federal awards are carried out.

(3) Each institution's indirect (F&A) cost rate process must be appropriately designed to ensure that Federal sponsors do not in any way subsidize the indirect (F&A) costs of other sponsors, specifically activities sponsored by industry and foreign governments. Accordingly, each allocation method used to identify and allocate the indirect (F&A) cost pools, as described in Sections A.2 and B.2 through B.9, must contain the full amount of the institution's modified total costs or other appropriate units of measurement used to make the computations. In addition, the final rate distribution base (as defined in subsection 2) for each major function (organized research, instruction, etc., as described in Section A.1 functions of an institution) must contain all the programs or activities which utilize the indirect (F&A) costs allocated to that major function. At the time an indirect (F&A) cost proposal is submitted to a cognizant agency for indirect costs, each institution must describe the process it uses to ensure that Federal funds are not used to subsidize industry and foreign government funded programs.

## 2. The Distribution Basis

Indirect (F&A) costs must be distributed to applicable Federal awards and other benefitting activities within each major function (see section A.1) on the basis of modified total direct costs (MTDC), consisting of all salaries and wages, fringe benefits, materials and supplies, services, travel, and up to the first $50,000 of each subaward (regardless of the period covered by the subaward). MTDC is defined in § 200.1. For this purpose, an indirect (F&A) cost rate should be determined for each of the separate indirect (F&A) cost pools developed pursuant to subsection 1. The rate in each case should be stated as the percentage which the amount of the particular indirect (F&A) cost pool is of the modified total direct costs identified with such pool.

## 3. Negotiated Lump Sum for Indirect (F&A) Costs

A negotiated fixed amount in lieu of indirect (F&A) costs may be appropriate for self-contained, off-campus, or primarily subcontracted activities where the benefits derived from an institution's indirect (F&A) services cannot be readily determined. Such negotiated indirect (F&A) costs will be treated as an

offset before allocation to instruction, organized research, other sponsored activities, and other institutional activities. The base on which such remaining expenses are allocated should be appropriately adjusted.

## 4. Predetermined Rates for Indirect (F&A) Costs

Public Law 87-638 (76 Stat. 437) as amended (41 U.S.C. 4708) authorizes the use of predetermined rates in determining the "indirect costs" (indirect (F&A) costs) applicable under research agreements with educational institutions. The stated objectives of the law are to simplify the administration of cost-type research and development contracts (including grants) with educational institutions, to facilitate the preparation of their budgets, and to permit more expeditious closeout of such contracts when the work is completed. In view of the potential advantages offered by this procedure, negotiation of predetermined rates for indirect (F&A) costs for a period of two to four years should be the norm in those situations where the cost experience and other pertinent facts available are deemed sufficient to enable the parties involved to reach an informed judgment as to the probable level of indirect (F&A) costs during the ensuing accounting periods.

## 5. Negotiated Fixed Rates and Carry-Forward Provisions

When a fixed rate is negotiated in advance for a fiscal year (or other time period), the over- or under-recovery for that year may be included as an adjustment to the indirect (F&A) cost for the next rate negotiation. When the rate is negotiated before the carry-forward adjustment is determined, the carry-forward amount may be applied to the next subsequent rate negotiation. When such adjustments are to be made, each fixed rate negotiated in advance for a given period will be computed by applying the expected indirect (F&A) costs allocable to Federal awards for the forecast period plus or minus the carry-forward adjustment (over- or under-recovery) from the prior period, to the forecast distribution base. Unrecovered amounts under lump-sum agreements or cost-sharing provisions of prior years must not be carried forward for consideration in the new rate negotiation. There must, however, be an advance understanding in each case between the institution and the cognizant agency for indirect costs as to whether these differences will be considered in the rate negotiation rather than making the determination after the differences are known. Further, institutions electing to use this carry-forward provision may not subsequently change without prior approval of the cognizant agency for indirect costs. In the event that an institution returns to a post-determined rate, any over- or under-recovery during the period in which negotiated fixed rates and carry-forward provisions were followed will be included in the subsequent post-determined rates. Where multiple rates are used, the same procedure will be applicable for determining each rate.

## 6. Provisional and Final Rates for Indirect (F&A) Costs

Where the cognizant agency for indirect costs determines that cost experience and other pertinent facts do not justify the use of predetermined rates, or a fixed rate with a carry-forward, or if the parties cannot agree on an equitable rate, a provisional rate must be established. To prevent substantial overpayment or underpayment, the provisional rate may be adjusted by the cognizant agency for indirect costs during the institution's fiscal year. Predetermined or fixed rates may replace provisional rates at any time prior to the

close of the institution's fiscal year. If a provisional rate is not replaced by a predetermined or fixed rate prior to the end of the institution's fiscal year, a final rate will be established and upward or downward adjustments will be made based on the actual allowable costs incurred for the period involved.

## 7. Fixed Rates for the Life of the Sponsored Agreement

a. Except as provided in paragraph (c)(1) of § 200.414, Federal agencies must use the negotiated rates in effect at the time of the initial award throughout the life of the Federal award. Award levels for Federal awards may not be adjusted in future years as a result of changes in negotiated rates. “Negotiated rates” per the rate agreement include final, fixed, and predetermined rates and exclude provisional rates. “Life” for the purpose of this subsection means each competitive segment of a project. A competitive segment is a period of years approved by the Federal awarding agency at the time of the Federal award. If negotiated rate agreements do not extend through the life of the Federal award at the time of the initial award, then the negotiated rate for the last year of the Federal award must be extended through the end of the life of the Federal award.

b. Except as provided in § 200.414, when an educational institution does not have a negotiated rate with the Federal Government at the time of an award (because the educational institution is a new recipient or the parties cannot reach agreement on a rate), the provisional rate used at the time of the award must be adjusted once a rate is negotiated and approved by the cognizant agency for indirect costs.

## 8. Limitation on Reimbursement of Administrative Costs

a. Notwithstanding the provisions of subsection C.1.a, the administrative costs charged to Federal awards awarded or amended (including continuation and renewal awards) with effective dates beginning on or after the start of the institution's first fiscal year which begins on or after October 1, 1991, must be limited to 26% of modified total direct costs (as defined in subsection 2) for the total of General Administration and General Expenses, Departmental Administration, Sponsored Projects Administration, and Student Administration and Services (including their allocable share of depreciation, interest costs, operation and maintenance expenses, and fringe benefits costs, as provided by Section B, and all other types of expenditures not listed specifically under one of the subcategories of facilities in Section B.

b. Institutions should not change their accounting or cost allocation methods if the effect is to change the charging of a particular type of cost from F&A to direct, or to reclassify costs, or increase allocations from the administrative pools identified in paragraph B.1 of this Appendix to the other F&A cost pools or fringe benefits. Cognizant agencies for indirect cost are authorized to allow changes where an institution's charging practices are at variance with acceptable practices followed by a substantial majority of other institutions.

## 9. Alternative Method for Administrative Costs

a. Notwithstanding the provisions of subsection C.1.a, an institution may elect to claim a fixed allowance for the “Administration” portion of indirect (F&A) costs. The allowance could be either 24% of modified total direct costs or a percentage equal to 95% of the most recently negotiated fixed or predetermined rate for the cost pools included under “Administration” as defined in Section B.1, whichever is less. Under this alternative, no cost proposal need be prepared for the “Administration”

portion of the indirect (F&A) cost rate nor is further identification or documentation of these costs required (see subsection c). Where a negotiated indirect (F&A) cost agreement includes this alternative, an institution must make no further charges for the expenditure categories described in Section B.5, Section B.6, Section B.7, and Section B.9.

b. In negotiations of rates for subsequent periods, an institution that has elected the option of subsection a may continue to exercise it at the same rate without further identification or documentation of costs.

c. If an institution elects to accept a threshold rate as defined in subsection a of this section, it is not required to perform a detailed analysis of its administrative costs. However, in order to compute the facilities components of its indirect (F&A) cost rate, the institution must reconcile its indirect (F&A) cost proposal to its financial statements and make appropriate adjustments and reclassifications to identify the costs of each major function as defined in Section A.1, as well as to identify and allocate the facilities components. Administrative costs that are not identified as such by the institution's accounting system (such as those incurred in academic departments) will be classified as instructional costs for purposes of reconciling indirect (F&A) cost proposals to financial statements and allocating facilities costs.

## 10. Individual Rate Components

In order to provide mutually agreed-upon information for management purposes, each indirect (F&A) cost rate negotiation or determination must include development of a rate for each indirect (F&A) cost pool as well as the overall indirect (F&A) cost rate.

## 11. Negotiation and Approval of Indirect (F&A) Rate

a. Cognizant agency for indirect costs is defined in Subpart A.

(1) Cost negotiation cognizance is assigned to the Department of Health and Human Services (HHS) or the Department of Defense's Office of Naval Research (DOD), normally depending on which of the two agencies (HHS or DOD) provides more funds directly to the educational institution for the most recent three years. Information on funding must be derived from relevant data gathered by the National Science Foundation. In cases where neither HHS nor DOD provides Federal funding directly to an educational institution, the cognizant agency for indirect costs assignment must default to HHS. Notwithstanding the method for cognizance determination described in this section, other arrangements for cognizance of a particular educational institution may also be based in part on the types of research performed at the educational institution and must be decided based on mutual agreement between HHS and DOD. Where a non-Federal entity only receives funds as a subrecipient, see § 200.332.

(2) After cognizance is established, it must continue for a five-year period.

b. Acceptance of rates. See § 200.414.

c. Correcting deficiencies. The cognizant agency for indirect costs must negotiate changes needed to correct systems deficiencies relating to accountability for Federal awards. Cognizant agencies for indirect costs must address the concerns of other affected agencies, as appropriate, and must negotiate special rates for Federal agencies that are required to limit recovery of indirect costs by statute.

d. Resolving questioned costs. The cognizant agency for indirect costs must conduct any necessary negotiations with an educational institution regarding amounts questioned by audit that are due the Federal Government related to costs covered by a negotiated agreement.

e. Reimbursement. Reimbursement to cognizant agencies for indirect costs for work performed under this Part may be made by reimbursement billing under the Economy Act, 31 U.S.C. 1535.

f. Procedure for establishing facilities and administrative rates must be established by one of the following methods:

(1) Formal negotiation. The cognizant agency for indirect costs is responsible for negotiating and approving rates for an educational institution on behalf of all Federal agencies. Federal awarding agencies that do not have cognizance for indirect costs must notify the cognizant agency for indirect costs of specific concerns (i.e., a need to establish special cost rates) which could affect the negotiation process. The cognizant agency for indirect costs must address the concerns of all interested agencies, as appropriate. A pre-negotiation conference may be scheduled among all interested agencies, if necessary. The cognizant agency for indirect costs must then arrange a negotiation conference with the educational institution.

(2) Other than formal negotiation. The cognizant agency for indirect costs and educational institution may reach an agreement on rates without a formal negotiation conference; for example, through correspondence or use of the simplified method described in this section D of this Appendix.

g. Formalizing determinations and agreements. The cognizant agency for indirect costs must formalize all determinations or agreements reached with an educational institution and provide copies to other agencies having an interest. Determinations should include a description of any adjustments, the actual amount, both dollar and percentage adjusted, and the reason for making adjustments.

h. Disputes and disagreements. Where the cognizant agency for indirect costs is unable to reach agreement with an educational institution with regard to rates or audit resolution, the appeal system of the cognizant agency for indirect costs must be followed for resolution of the disagreement.

## 12. Standard Format for Submission

For facilities and administrative (indirect (F&A)) rate proposals, educational institutions must use the standard format, shown in section E of this appendix, to submit their indirect (F&A) rate proposal to the cognizant agency for indirect costs. The cognizant agency for indirect costs may, on an institution-by-institution basis, grant exceptions from all or portions of Part II of the standard format requirement. This requirement does not apply to educational institutions that use the simplified method for calculating indirect (F&A) rates, as described in Section D of this Appendix.

As provided in section C.10 of this appendix, each F&A cost rate negotiation or determination must include development of a rate for each F&A cost pool as well as the overall F&A rate.

# D. Simplified Method for Small Institutions

## 1. General

a. Where the total direct cost of work covered by this Part at an institution does not exceed $10 million in a fiscal year, the simplified procedure described in subsections 2 or 3 may be used in determining allowable indirect (F&A) costs. Under this simplified procedure, the institution's most recent annual financial report and immediately available supporting information must be utilized as a basis for determining the indirect (F&A) cost rate applicable to all Federal awards. The institution may use either the salaries and wages (see subsection 2) or modified total direct costs (see subsection 3) as the distribution basis.

b. The simplified procedure should not be used where it produces results which appear inequitable to the Federal Government or the institution. In any such case, indirect (F&A) costs should be determined through use of the regular procedure.

## 2. Simplified Procedure—Salaries and Wages Base

a. Establish the total amount of salaries and wages paid to all employees of the institution.

b. Establish an indirect (F&A) cost pool consisting of the expenditures (exclusive of capital items and other costs specifically identified as unallowable) which customarily are classified under the following titles or their equivalents:

(1) General administration and general expenses (exclusive of costs of student administration and services, student activities, student aid, and scholarships).

(2) Operation and maintenance of physical plant and depreciation (after appropriate adjustment for costs applicable to other institutional activities).

(3) Library.

(4) Department administration expenses, which will be computed as 20 percent of the salaries and expenses of deans and heads of departments.

In those cases where expenditures classified under subsection (1) have previously been allocated to other institutional activities, they may be included in the indirect (F&A) cost pool. The total amount of salaries and wages included in the indirect (F&A) cost pool must be separately identified.

c. Establish a salary and wage distribution base, determined by deducting from the total of salaries and wages as established in subsection a from the amount of salaries and wages included under subsection b.

d. Establish the indirect (F&A) cost rate, determined by dividing the amount in the indirect (F&A) cost pool, subsection b, by the amount of the distribution base, subsection c.

e. Apply the indirect (F&A) cost rate to direct salaries and wages for individual agreements to determine the amount of indirect (F&A) costs allocable to such agreements.

## 3. Simplified Procedure—Modified Total Direct Cost Base

a. Establish the total costs incurred by the institution for the base period.

b. Establish an indirect (F&A) cost pool consisting of the expenditures (exclusive of capital items and other costs specifically identified as unallowable) which customarily are classified under the following titles or their equivalents:

(1) General administration and general expenses (exclusive of costs of student administration and services, student activities, student aid, and scholarships).

(2) Operation and maintenance of physical plant and depreciation (after appropriate adjustment for costs applicable to other institutional activities).

(3) Library.

(4) Department administration expenses, which will be computed as 20 percent of the salaries and expenses of deans and heads of departments. In those cases where expenditures classified under subsection (1) have previously been allocated to other institutional activities, they may be included in the indirect (F&A) cost pool. The modified total direct costs amount included in the indirect (F&A) cost pool must be separately identified.

c. Establish a modified total direct cost distribution base, as defined in Section C.2, The distribution basis, that consists of all institution's direct functions.

d. Establish the indirect (F&A) cost rate, determined by dividing the amount in the indirect (F&A) cost pool, subsection b, by the amount of the distribution base, subsection c.

e. Apply the indirect (F&A) cost rate to the modified total direct costs for individual agreements to determine the amount of indirect (F&A) costs allocable to such agreements.

## E. Documentation Requirements

The standard format for documentation requirements for indirect (indirect (F&A)) rate proposals for claiming costs under the regular method is available on the OMB website.

## F. Certification

## 1. Certification of Charges

To assure that expenditures for Federal awards are proper and in accordance with the agreement documents and approved project budgets, the annual and/or final fiscal reports or vouchers requesting payment under the agreements will include a certification, signed by an authorized official of the university, which reads “By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and intent set forth in the award documents. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code, Title 18, Section 1001 and Title 31, Sections 3729-3733 and 3801-3812)”.

## 2. Certification of Indirect (F&A) Costs

a. ***Policy.*** Cognizant agencies must not accept a proposed indirect cost rate unless such costs have been certified by the educational institution using the Certificate of indirect (F&A) Costs set forth in subsection F.2.c

b. The certificate must be signed on behalf of the institution by the chief financial officer or an individual designated by an individual at a level no lower than vice president or chief financial officer.

An indirect (F&A) cost rate is not binding upon the Federal Government if the most recent required proposal from the institution has not been certified. Where it is necessary to establish indirect (F&A) cost rates, and the institution has not submitted a certified proposal for establishing such rates in accordance with the requirements of this section, the Federal Government must unilaterally establish such rates. Such rates may be based upon audited historical data or such other data that have been furnished to the cognizant agency for indirect costs and for which it can be demonstrated that all unallowable costs have been excluded. When indirect (F&A) cost rates are unilaterally established by the Federal Government because of failure of the institution to submit a certified proposal for establishing such rates in accordance with this section, the rates established will be set at a level low enough to ensure that potentially unallowable costs will not be reimbursed.

c. ***Certificate.*** The certificate required by this section must be in the following form:

## Certificate of Indirect (F&A) Costs

This is to certify that to the best of my knowledge and belief:

(1) I have reviewed the indirect (F&A) cost proposal submitted herewith;

(2) All costs included in this proposal [identify date] to establish billing or final indirect (F&A) costs rate for [identify period covered by rate] are allowable in accordance with the requirements of the Federal agreement(s) to which they apply and with the cost principles applicable to those agreements.

(3) This proposal does not include any costs which are unallowable under subpart E of this part such as (without limitation): Public relations costs, contributions and donations, entertainment costs, fines and penalties, lobbying costs, and defense of fraud proceedings; and

(4) All costs included in this proposal are properly allocable to Federal agreements on the basis of a beneficial or causal relationship between the expenses incurred and the agreements to which they are allocated in accordance with applicable requirements.

I declare that the foregoing is true and correct.

Institution of Higher Education:

Signature: _____

Name of Official: _____

Title: _____

Date of Execution: _____

*[78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75888, Dec. 19, 2014; 80 FR 54409, Sept. 10, 2015; 85 FR 49577, Aug. 13, 2020; 89 FR 30206, Apr. 22, 2024]*

# Appendix IV to Part 200—Indirect (F&A) Costs Identification and Assignment, and Rate Determination for Nonprofit Organizations

## A. General

1. Indirect costs are those that have been incurred for common or joint objectives and cannot be readily identified with a particular final cost objective. Direct cost of minor amounts may be treated as indirect costs under the conditions described in § 200.413(d). After direct costs have been determined and assigned directly to awards or other work as appropriate, indirect costs are those remaining to be allocated to benefitting cost objectives. A cost may not be allocated to a Federal award as an indirect cost if any other cost incurred for the same purpose, in like circumstances, has been assigned to a Federal award as a direct cost.

2. ***"Major nonprofit organizations"*** are defined in paragraph (a) of § 200.414. See indirect cost rate reporting requirements in sections B.2.e and B.3.g of this Appendix.

## B. Allocation of Indirect Costs and Determination of Indirect Cost Rates

## 1. General

a. If a nonprofit organization has only one major function, or where all its major functions benefit from its indirect costs to approximately the same degree, the allocation of indirect costs and the computation of an indirect cost rate may be accomplished through simplified allocation procedures, as described in section B.2 of this Appendix.

b. If an organization has several major functions which benefit from its indirect costs in varying degrees, allocation of indirect costs may require the accumulation of such costs into separate cost groupings which then are allocated individually to benefitting functions by means of a base which best measures the relative degree of benefit. The indirect costs allocated to each function are then distributed to individual Federal awards and other activities included in that function by means of an indirect cost rate(s).

c. The determination of what constitutes an organization's major functions will depend on its purpose in being; the types of services it renders to the public, its clients, and its members; and the amount of effort it devotes to such activities as fundraising, public information and membership activities.

d. Specific methods for allocating indirect costs and computing indirect cost rates along with the conditions under which each method should be used are described in section B.2 through B.5 of this Appendix.

e. The base period for the allocation of indirect costs is the period in which such costs are incurred and accumulated for allocation to work performed in that period. The base period normally should coincide with the organization's fiscal year but, in any event, must be so selected as to avoid inequities in the allocation of the costs.

## 2. Simplified Allocation Method

a. Where an organization's major functions benefit from its indirect costs to approximately the same degree, the allocation of indirect costs may be accomplished by

(i) separating the organization's total costs for the base period as either direct or indirect, and

(ii) dividing the total allowable indirect costs (net of applicable credits) by an equitable distribution base. The result of this process is an indirect cost rate which is used to distribute indirect costs to individual Federal awards. The rate should be expressed as the percentage which the total amount of allowable indirect costs bears to the base selected. This method should also be used where an organization has only one major function encompassing a number of individual projects or activities, and may be used where the level of Federal awards to an organization is relatively small.

b. Both the direct costs and the indirect costs must exclude capital expenditures and unallowable costs. However, unallowable costs which represent activities must be included in the direct costs under the conditions described in § 200.413(e).

c. The distribution base may be total direct costs (excluding capital expenditures and other distorting items, such as subawards for $50,000 or more), direct salaries and wages, or other base which results in an equitable distribution. The distribution base must exclude participant support costs as defined in § 200.1.

d. Except where a special rate(s) is required in accordance with section B.5 of this Appendix, the indirect cost rate developed under the above principles is applicable to all Federal awards of the organization. If a special rate(s) is required, appropriate modifications must be made in order to develop the special rate(s).

e. For an organization that receives more than $10 million in direct Federal funding in a fiscal year, a breakout of the indirect cost component into two broad categories, Facilities and Administration as defined in paragraph (a) of § 200.414, is required. The rate in each case must be stated as the percentage which the amount of the particular indirect cost category (*i.e.,* Facilities or Administration) is of the distribution base identified with that category.

## 3. Multiple Allocation Base Method

a. General. Where an organization's indirect costs benefit its major functions in varying degrees, indirect costs must be accumulated into separate cost groupings, as described in subparagraph b. Each grouping must then be allocated individually to benefitting functions by means of a base which best measures the relative benefits. The default allocation bases by cost pool are described in section B.3.c of this Appendix.

b. Identification of indirect costs. Cost groupings must be established so as to permit the allocation of each grouping on the basis of benefits provided to the major functions. Each grouping must constitute a pool of expenses that are of like character in terms of functions they benefit and in terms of the allocation base which best measures the relative benefits provided to each function. The groupings are classified within the two broad categories: “Facilities” and “Administration,” as described in section A.3 of this Appendix. The indirect cost pools are defined as follows:

(1) Depreciation. The expenses under this heading are the portion of the costs of the organization's buildings, capital improvements to land and buildings, and equipment which are computed in accordance with § 200.436.

(2) Interest. Interest on debt associated with certain buildings, equipment and capital improvements are computed in accordance with § 200.449.

(3) Operation and maintenance expenses. The expenses under this heading are those that have been incurred for the administration, operation, maintenance, preservation, and protection of the organization's physical plant. They include expenses normally incurred for such items as: janitorial and utility services; repairs and ordinary or normal alterations of buildings, furniture and equipment; care of grounds; maintenance and operation of buildings and other plant facilities; security; earthquake and disaster preparedness; environmental safety; hazardous waste disposal; property, liability and other insurance relating to property; space and capital leasing; facility planning and management; and central receiving. The operation and maintenance expenses category must also include its allocable share of fringe benefit costs, depreciation, and interest costs.

(4) General administration and general expenses. The expenses under this heading are those that have been incurred for the overall general executive and administrative offices of the organization and other expenses of a general nature which do not relate solely to any major function of the organization. This category must also include its allocable share of fringe benefit costs, operation and maintenance expense, depreciation, and interest costs. Examples of this category include central offices, such as the director's office, the office of finance, business services, budget and planning, personnel, safety and risk management, general counsel, management information systems, and library costs.

In developing this cost pool, special care should be exercised to ensure that costs incurred for the same purpose in like circumstances are treated consistently as either direct or indirect costs. For example, salaries of technical staff, project supplies, project publication, telephone toll charges, computer costs, travel costs, and specialized services costs must be treated as direct costs wherever identifiable to a particular program. The salaries and wages of administrative and pooled clerical staff should normally be treated as indirect costs. Direct charging of these costs may be appropriate as described in § 200.413. Items such as office supplies, postage, local telephone costs, periodicals and memberships should normally be treated as indirect costs.

c. Allocation bases. Actual conditions must be taken into account in selecting the base to be used in allocating the expenses in each grouping to benefitting functions. The essential consideration in selecting a method or a base is that it is the one best suited for assigning the pool of costs to cost objectives in accordance with benefits derived; a traceable cause and effect relationship; or logic and reason, where neither the cause nor the effect of the relationship is determinable. When an allocation can be made by assignment of a cost grouping directly to the function benefitted, the allocation must be made in that manner. When the expenses in a cost grouping are more general in nature, the allocation must be made through the use of a selected base which produces results that are equitable to both the Federal Government and the organization. The distribution must be made in accordance with the bases described herein unless it can be demonstrated that the use of a different base would result in a more equitable allocation of the costs, or that a more readily available base

would not increase the costs charged to Federal awards. The results of special cost studies (such as an engineering utility study) must not be used to determine and allocate the indirect costs to Federal awards.

(1) Depreciation. Depreciation expenses must be allocated in the following manner:

(a) Depreciation on buildings used exclusively in the conduct of a single function, and on capital improvements and equipment used in such buildings, must be assigned to that function.

(b) Depreciation on buildings used for more than one function, and on capital improvements and equipment used in such buildings, must be allocated to the individual functions performed in each building on the basis of usable square feet of space, excluding common areas, such as hallways, stairwells, and restrooms.

(c) Depreciation on buildings, capital improvements and equipment related space (e.g., individual rooms, and laboratories) used jointly by more than one function (as determined by the users of the space) must be treated as follows. The cost of each jointly used unit of space must be allocated to the benefitting functions on the basis of:

(i) the employees and other users on a full-time equivalent (FTE) basis or salaries and wages of those individual functions benefitting from the use of that space; or

(ii) organization-wide employee FTEs or salaries and wages applicable to the benefitting functions of the organization.

(d) Depreciation on certain capital improvements to land, such as paved parking areas, fences, sidewalks, and the like, not included in the cost of buildings, must be allocated to user categories on a FTE basis and distributed to major functions in proportion to the salaries and wages of all employees applicable to the functions.

(2) Interest. Interest costs must be allocated in the same manner as the depreciation on the buildings, equipment and capital equipment to which the interest relates.

(3) Operation and maintenance expenses. Operation and maintenance expenses must be allocated in the same manner as the depreciation.

(4) General administration and general expenses. General administration and general expenses must be allocated to benefitting functions based on modified total costs (MTC). The MTC is the modified total direct costs (MTDC), as described in § 200.1, plus the allocated indirect cost proportion. The expenses included in this category could be grouped first according to major functions of the organization to which they render services or provide benefits. The aggregate expenses of each group must then be allocated to benefitting functions based on MTC.

d. Order of distribution.

(1) Indirect cost categories consisting of depreciation, interest, operation and maintenance, and general administration and general expenses must be allocated in that order to the remaining indirect cost categories as well as to the major functions of the organization.

Other cost categories should be allocated in the order determined to be most appropriate by the organization. This order of allocation does not apply if cross allocation of costs is made as provided in section B.3.d.2 of this Appendix.

(2) Normally, an indirect cost category will be considered closed once it has been allocated to other cost objectives, and costs must not be subsequently allocated to it. However, a cross allocation of costs between two or more indirect costs categories could be used if such allocation will result in a more equitable allocation of costs. If a cross allocation is used, an appropriate modification to the composition of the indirect cost categories is required.

e. Application of indirect cost rate or rates. Except where a special indirect cost rate(s) is required in accordance with section B.5 of this Appendix, the separate groupings of indirect costs allocated to each major function must be aggregated and treated as a common pool for that function. The costs in the common pool must then be distributed to individual Federal awards included in that function by use of a single indirect cost rate.

f. Distribution basis. Indirect costs must be distributed to applicable Federal awards and other benefitting activities within each major function on the basis of MTDC (see definition in § 200.1).

g. Individual Rate Components. An indirect cost rate must be determined for each separate indirect cost pool developed. The rate in each case must be stated as the percentage which the amount of the particular indirect cost pool is of the distribution base identified with that pool. Each indirect cost rate negotiation or determination agreement must include development of the rate for each indirect cost pool as well as the overall indirect cost rate. The indirect cost pools must be classified within two broad categories: “Facilities” and “Administration,” as described in § 200.414(a).

## 4. Direct Allocation Method

a. Some nonprofit organizations treat all costs as direct costs except general administration and general expenses. These organizations generally separate their costs into three basic categories:

(i) General administration and general expenses,

(ii) fundraising, and

(iii) other direct functions (including projects performed under Federal awards). Joint costs, such as depreciation, rental costs, operation and maintenance of facilities, telephone expenses, information technology, and the like are prorated individually as direct costs to each category and to each Federal award or other activity using a base most appropriate to the particular cost being prorated.

b. This method is acceptable, provided each joint cost is prorated using a base which accurately measures the benefits provided to each Federal award or other activity. The bases must be established in accordance with reasonable criteria and be supported by current data. This method is compatible with the Standards of Accounting and Financial Reporting for Voluntary

Health and Welfare Organizations issued jointly by the National Health Council, Inc., the National Assembly of Voluntary Health and Social Welfare Organizations, and the United Way of America.

c. Under this method, indirect costs consist exclusively of general administration and general expenses. In all other respects, the organization's indirect cost rates must be computed in the same manner as that described in section B.2 of this Appendix.

## 5. Special Indirect Cost Rates

In some instances, a single indirect cost rate for all activities of an organization or for each major function of the organization may not be appropriate, since it would not take into account those different factors which may substantially affect the indirect costs applicable to a particular segment of work. For this purpose, a particular segment of work may be that performed under a single Federal award or it may consist of work under a group of Federal awards performed in a common environment. These factors may include the physical location of the work, the level of administrative support required, the nature of the facilities or other resources employed, the scientific disciplines or technical skills involved, the organizational arrangements used, or any combination thereof. When a particular segment of work is performed in an environment which appears to generate a significantly different level of indirect costs, provisions should be made for a separate indirect cost pool applicable to such work. The separate indirect cost pool should be developed during the course of the regular allocation process, and the separate indirect cost rate resulting therefrom should be used, provided it is determined that (i) the rate differs significantly from that which would have been obtained under sections B.2, B.3, and B.4 of this Appendix, and (ii) the volume of work to which the rate would apply is material.

# C. Negotiation and Approval of Indirect Cost Rates

## 1. Definitions

As used in this section, the following terms have the meanings set forth in this section:

a. ***Cognizant agency for indirect costs*** means the Federal agency responsible for negotiating and approving indirect cost rates for a nonprofit organization on behalf of all Federal agencies.

b. ***Predetermined rate*** means an indirect cost rate, applicable to a specified current or future period, usually the organization's fiscal year. The rate is based on an estimate of the costs to be incurred during the period. A predetermined rate is not subject to adjustment.

c. ***Fixed rate*** means an indirect cost rate which has the same characteristics as a predetermined rate, except that the difference between the estimated costs and the actual costs of the period covered by the rate is carried forward as an adjustment to the rate computation of a subsequent period.

d. ***Final rate*** means an indirect cost rate applicable to a specified past period which is based on the actual costs of the period. A final rate is not subject to adjustment.

e. ***Provisional rate or billing rate*** means a temporary indirect cost rate applicable to a specified period which is used for funding, interim reimbursement, and reporting indirect costs on Federal awards pending the establishment of a final rate for the period.

f. ***Indirect cost proposal*** means the documentation prepared by an organization to substantiate its claim for the reimbursement of indirect costs. This proposal provides the basis for the review and negotiation leading to the establishment of an organization's indirect cost rate.

g. ***Cost objective*** means a function, organizational subdivision, contract, Federal award, or other work unit for which cost data are desired and for which provision is made to accumulate and measure the cost of processes, projects, jobs and capitalized projects.

## 2. Negotiation and Approval of Rates

a. Unless different arrangements are agreed to by the Federal agencies concerned, the Federal agency with the largest dollar value of Federal awards directly funded to an organization will be designated as the cognizant agency for indirect costs for the negotiation and approval of the indirect cost rates and, where necessary, other rates such as fringe benefit and computer charge-out rates. Once an agency is assigned cognizance for a particular nonprofit organization, the assignment will not be changed unless there is a shift in the dollar volume of the Federal awards directly funded to the organization for at least three years. All concerned Federal agencies must be given the opportunity to participate in the negotiation process but, after a rate has been agreed upon, it will be accepted by all Federal agencies. When a Federal agency has reason to believe that special operating factors affecting its Federal awards necessitate special indirect cost rates in accordance with section B.5 of this Appendix, it will, prior to the time the rates are negotiated, notify the cognizant agency for indirect costs. (See also § 200.414.) If the nonprofit does not receive any funding from any Federal agency, the pass-through entity is responsible for the negotiation of the indirect cost rates in accordance with § 200.332(a)(4).

b. Except as otherwise provided in § 200.414(f), a nonprofit organization which has not previously established an indirect cost rate with a Federal agency must submit its initial indirect cost proposal immediately after the organization is advised that a Federal award will be made and, in no event, later than three months after the effective date of the Federal award.

c. Unless approved by the cognizant agency for indirect costs in accordance with § 200.414(g), organizations that have previously established indirect cost rates must submit a new indirect cost proposal to the cognizant agency for indirect costs within six months after the close of each fiscal year.

d. A predetermined rate may be negotiated for use on Federal awards where there is reasonable assurance, based on past experience and reliable projection of the organization's costs, that the rate is not likely to exceed a rate based on the organization's actual costs.

e. Fixed rates may be negotiated where predetermined rates are not considered appropriate. A fixed rate, however, must not be negotiated if

(i) all or a substantial portion of the organization's Federal awards are expected to expire before the carry-forward adjustment can be made;

(ii) the mix of Federal and non-Federal work at the organization is too erratic to permit an equitable carry-forward adjustment; or

(iii) the organization's operations fluctuate significantly from year to year.

f. Provisional and final rates must be negotiated where neither predetermined nor fixed rates are appropriate. Predetermined or fixed rates may replace provisional rates at any time prior to the close of the organization's fiscal year. If that event does not occur, a final rate will be established and upward or downward adjustments will be made based on the actual allowable costs incurred for the period involved.

g. The results of each negotiation must be formalized in a written agreement between the cognizant agency for indirect costs and the nonprofit organization. The cognizant agency for indirect costs must make available copies of the agreement to all concerned Federal agencies.

h. If a dispute arises in a negotiation of an indirect cost rate between the cognizant agency for indirect costs and the nonprofit organization, the dispute must be resolved in accordance with the appeals procedures of the cognizant agency for indirect costs.

i. To the extent that problems are encountered among the Federal agencies in connection with the negotiation and approval process, OMB will lend assistance as required to resolve such problems in a timely manner.

## D. Certification of Indirect (F&A) Costs

(1) Required Certification. No proposal to establish indirect (F&A) cost rates must be acceptable unless such costs have been certified by the nonprofit organization using the Certificate of Indirect (F&A) Costs set forth in section j. of this appendix. The certificate must be signed on behalf of the organization by an individual at a level no lower than vice president or chief financial officer for the organization.

(2) Each indirect cost rate proposal must be accompanied by a certification in the following form:

## Certificate of Indirect (F&A) Costs

This is to certify that to the best of my knowledge and belief:

(1) I have reviewed the indirect (F&A) cost proposal submitted herewith;

(2) All costs included in this proposal [identify date] to establish billing or final indirect (F&A) costs rate for [identify period covered by rate] are allowable in accordance with the requirements of the Federal awards to which they apply and with subpart E of this part.

(3) This proposal does not include any costs which are unallowable under subpart E of this part such as (without limitation): Public relations costs, contributions and donations, entertainment costs, fines and penalties, lobbying costs, and defense of fraud proceedings; and

(4) All costs included in this proposal are properly allocable to Federal awards on the basis of a beneficial or causal relationship between the expenses incurred and the Federal awards to which they are allocated in accordance with applicable requirements.

I declare that the foregoing is true and correct.

Nonprofit Organization: _____

Signature: _____

Name of Official: _____

Title: _____

Date of Execution: _____

*[78 FR 78608, Dec. 26, 2013, as amended at 80 FR 54410, Sept. 10, 2015; 85 FR 49579, Aug. 13, 2020; 89 FR 30206, Apr. 22, 2024]*

## Appendix V to Part 200—State/Local Governmentwide Central Service Cost Allocation Plans

## A. General

1. Most governmental units provide certain services, such as motor pools, computer centers, purchasing, accounting, etc., to operating agencies on a centralized basis. Since federally-supported awards are performed within the individual operating agencies, there needs to be a process whereby these central service costs can be identified and assigned to benefitted activities on a reasonable and consistent basis. The central service cost allocation plan provides that process. All costs and other data used to distribute the costs included in the plan should be supported by formal accounting and other records that will support the propriety of the costs assigned to Federal awards.
2. Guidelines and illustrations of central service cost allocation plans are provided in a brochure published by the Department of Health and Human Services entitled "*A Guide for State, Local and Indian Tribal Governments: Cost Principles and Procedures for Developing Cost Allocation Plans and Indirect Cost Rates for Agreements with the Federal Government.*" A copy of this brochure may be obtained from the HHS Cost Allocation Services or at their website.

## B. Definitions

1. ***Agency or operating agency*** means an organizational unit or sub-division within a governmental unit that is responsible for the performance or administration of Federal awards or activities of the governmental unit.
2. ***Allocated central services*** means central services that benefit operating agencies but are not billed to the agencies on a fee-for-service or similar basis. These costs are allocated to benefitted agencies on some reasonable basis. Examples of such services might include general accounting, personnel administration, purchasing, etc.
3. ***Billed central services*** means central services that are billed to benefitted agencies or programs on an individual fee-for-service or similar basis. Typical examples of billed central services include computer services, transportation services, insurance, and fringe benefits.
4. ***Cognizant agency for indirect costs*** is defined in § 200.1. The determination of cognizant agency for indirect costs for states and local governments is described in section F.1.

5. ***Major local government*** means local government that receives more than $100 million in direct Federal awards subject to this Part.

## C. Scope of the Central Service Cost Allocation Plans

The central service cost allocation plan will include all central service costs that will be claimed (either as a billed or an allocated cost) under Federal awards and will be documented as described in section E. omitted from the plan will not be reimbursed.

## D. Submission Requirements

1. Each state will submit a plan to the Department of Health and Human Services for each year in which it claims central service costs under Federal awards. The plan should include
   (a) a projection of the next year's allocated central service cost (based either on actual costs for the most recently completed year or the budget projection for the coming year), and
   (b) a reconciliation of actual allocated central service costs to the estimated costs used for either the most recently completed year or the year immediately preceding the most recently completed year.
2. Each major local government is also required to submit a plan to its cognizant agency for indirect costs annually.
3. All other local governments claiming central service costs must develop a plan in accordance with the requirements described in this Part and maintain the plan and related supporting documentation for audit. These local governments are not required to submit their plans for Federal approval unless they are specifically requested to do so by the cognizant agency for indirect costs. Where a local government only receives funds as a subrecipient, the pass-through entity will be responsible for monitoring the subrecipient's plan.
4. All central service cost allocation plans will be prepared and, when required, submitted within six months prior to the beginning of each of the governmental unit's fiscal years in which it proposes to claim central service costs. Extensions may be granted by the cognizant agency for indirect costs on a case-by-case basis.

## E. Documentation Requirements for Submitted Plans

The documentation requirements described in this section may be modified, expanded, or reduced by the cognizant agency for indirect costs on a case-by-case basis. For example, the requirements may be reduced for those central services which have little or no impact on Federal awards. Conversely, if a review of a plan indicates that certain additional information is needed, and will likely be needed in future years, it may be routinely requested in future plan submissions. Items marked with an asterisk (*) should be submitted only once; subsequent plans should merely indicate any changes since the last plan.

## 1. General

All proposed plans must be accompanied by the following: an organization chart sufficiently detailed to show operations including the central service activities of the state/local government whether or not they are shown as benefitting from central service functions; a copy of the Comprehensive Annual Financial Report (or a copy of the Executive Budget if budgeted costs are being proposed) to support the allowable costs of each central service activity included in the plan; and, a certification (see subsection 4.) that the plan was prepared in accordance with this Part, contains only allowable costs, and was prepared in a manner that treated similar costs consistently among the various Federal awards and between Federal and non-Federal awards/activities.

## 2. Allocated Central Services

For each allocated central service*, the plan must also include the following: a brief description of the service, an identification of the unit rendering the service and the operating agencies receiving the service, the items of expense included in the cost of the service, the method used to distribute the cost of the service to benefitted agencies, and a summary schedule showing the allocation of each service to the specific benefitted agencies. If any self-insurance funds or fringe benefits costs are treated as allocated (rather than billed) central services, documentation discussed in subsections 3.b. and c. must also be included.

## 3. Billed Services

a. ***General.*** The information described in this section must be provided for all billed central services, including internal service funds, self-insurance funds, and fringe benefit funds.

b. Internal service funds.

(1) For each internal service fund or similar activity with an operating budget of $5 million or more, the plan must include: A brief description of each service; a balance sheet for each fund based on individual accounts contained in the governmental unit's accounting system; a revenue/expenses statement, with revenues broken out by source, *e.g.,* regular billings, interest earned, etc.; a listing of all non-operating transfers (as defined by GAAP) into and out of the fund; a description of the procedures (methodology) used to charge the costs of each service to users, including how billing rates are determined; a schedule of current rates; and, a schedule comparing total revenues (including imputed revenues) generated by the service to the allowable costs of the service, as determined under this part, with an explanation of how variances will be handled.

(2) Revenues must consist of all revenues generated by the service, including unbilled and uncollected revenues. If some users were not billed for the services (or were not billed at the full rate for that class of users), a schedule showing the full imputed revenues associated with these users must be provided. Expenses must be broken out by object cost categories (e.g., salaries, supplies, etc.).

c. ***Self-insurance funds.*** For each self-insurance fund, the plan must include: the fund balance sheet; a statement of revenue and expenses including a summary of billings and claims paid by agency; a listing of all non-operating transfers into and out of the fund; the type(s) of risk(s) covered by the fund (e.g., automobile liability, workers' compensation, etc.); an explanation of how the level of fund contributions are determined, including a copy of the current actuarial

report (with the actuarial assumptions used) if the contributions are determined on an actuarial basis; and, a description of the procedures used to charge or allocate fund contributions to benefitted activities. Reserve levels in excess of claims

(1) submitted and adjudicated but not paid,

(2) submitted but not adjudicated, and

(3) incurred but not submitted must be identified and explained.

d. ***Fringe benefits.*** For fringe benefit costs, the plan must include: a listing of fringe benefits provided to covered employees, and the overall annual cost of each type of benefit; current fringe benefit policies; and procedures used to charge or allocate the costs of the benefits to benefitted activities. In addition, for pension and post-retirement health insurance plans, the following information must be provided: the governmental unit's funding policies, e.g., legislative bills, trust agreements, or state-mandated contribution rules, if different from actuarially determined rates; the pension plan's costs accrued for the year; the amount funded, and date(s) of funding; a copy of the current actuarial report (including the actuarial assumptions); the plan trustee's report; and, a schedule from the activity showing the value of the interest cost associated with late funding.

## 4. Required Certification

Each central service cost allocation plan will be accompanied by a certification in the following form:

### CERTIFICATE OF COST ALLOCATION PLAN

This is to certify that I have reviewed the cost allocation plan submitted herewith and to the best of my knowledge and belief:

(1) All costs included in this proposal [identify date] to establish cost allocations or billings for [identify period covered by plan] are allowable in accordance with the requirements of this Part and the Federal award(s) to which they apply. Unallowable costs have been adjusted for in allocating costs as indicated in the cost allocation plan.

(2) All costs included in this proposal are properly allocable to Federal awards on the basis of a beneficial or causal relationship between the expenses incurred and the Federal awards to which they are allocated in accordance with applicable requirements. Further, the same costs that have been treated as indirect costs have not been claimed as direct costs. Similar types of costs have been accounted for consistently.

I declare that the foregoing is true and correct.

Governmental Unit: _____

Signature: _____

Name of Official: _____

Title: _____

Date of Execution: _____

## F. Negotiation and Approval of Central Service Plans

## 1. Federal Cognizant Agency for Indirect Costs Assignments for Cost Negotiation

In general, unless different arrangements are agreed to by the concerned Federal agencies, for central service cost allocation plans, the cognizant agency responsible for review and approval is the Federal agency with the largest dollar value of total Federal awards with a governmental unit. For indirect cost rates and departmental indirect cost allocation plans, the cognizant agency is the Federal agency with the largest dollar value of direct Federal awards with a governmental unit or component, as appropriate. Once designated as the cognizant agency for indirect costs, the Federal agency must remain so for a period of five years. In addition, the following Federal agencies continue to be responsible for the indicated governmental entities:

*Department of Health and Human Services* —Public assistance and state-wide cost allocation plans for all states (including the District of Columbia and Puerto Rico), state and local hospitals, libraries and health districts.

*Department of the Interior* —Indian tribal governments, territorial governments, and state and local park and recreational districts.

*Department of Labor* —State and local labor departments.

*Department of Education* —School districts and state and local education agencies.

*Department of Agriculture* —State and local agriculture departments.

*Department of Transportation* —State and local airport and port authorities and transit districts.

*Department of Commerce* —State and local economic development districts.

*Department of Housing and Urban Development* —State and local housing and development districts.

*Environmental Protection Agency* —State and local water and sewer districts.

## 2. Review

All proposed central service cost allocation plans that are required to be submitted will be reviewed, negotiated, and approved by the cognizant agency for indirect costs on a timely basis. The cognizant agency for indirect costs will review the proposal within six months of receipt of the proposal and either negotiate/approve the proposal or advise the governmental unit of the additional documentation needed to support/evaluate the proposed plan or the changes required to make the proposal acceptable. Once an agreement with the governmental unit has been reached, the agreement will be accepted and used by all Federal agencies, unless prohibited or limited by statute. Where a Federal awarding agency has reason to believe that special operating factors affecting its Federal awards necessitate special consideration, the funding agency will, prior to the time the plans are negotiated, notify the cognizant agency for indirect costs.

## 3. Agreement

The results of each negotiation must be formalized in a written agreement between the cognizant agency for indirect costs and the governmental unit. This agreement will be subject to re-opening if the agreement is subsequently found to violate a statute or the information upon which the plan was negotiated is later found to be materially incomplete or inaccurate. The results of the negotiation must be made available to all Federal agencies for their use.

## 4. Adjustments

Negotiated cost allocation plans based on a proposal later found to have included costs that: (a) are unallowable (i) as specified by law or regulation, (ii) as identified in subpart F, General Provisions for selected Items of Cost of this Part, or (iii) by the terms and conditions of Federal awards, or (b) are unallowable because they are clearly not allocable to Federal awards, must be adjusted, or a refund must be made at the option of the cognizant agency for indirect costs, including earned or imputed interest from the date of transfer and debt interest, if applicable, chargeable in accordance with applicable Federal cognizant agency for indirect costs regulations. Adjustments or cash refunds may include, at the option of the cognizant agency for indirect costs, earned or imputed interest from the date of expenditure and delinquent debt interest, if applicable, chargeable in accordance with applicable cognizant agency claims collection regulations. These adjustments or refunds are designed to correct the plans and do not constitute a reopening of the negotiation.

# G. Other Policies

## 1. Billed Central Service Activities

Each billed central service activity must separately account for all revenues (including imputed revenues) generated by the service, expenses incurred to furnish the service, and profit/loss.

## 2. Working Capital Reserves

Internal service funds are dependent upon a reasonable level of working capital reserve to operate from one billing cycle to the next. Charges by an internal service activity to provide for the establishment and maintenance of a reasonable level of working capital reserve, in addition to the full recovery of costs, are allowable. A working capital reserve as part of retained earnings of up to 60 calendar days cash expenses for normal operating purposes is considered reasonable. A working capital reserve exceeding 60 calendar days may be approved by the cognizant agency for indirect costs in exceptional cases.

## 3. Carry-Forward Adjustments of Allocated Central Service Costs

Allocated central service costs are usually negotiated and approved for a future fiscal year on a "fixed with carry-forward" basis. Under this procedure, the fixed amounts for the future year covered by agreement are not subject to adjustment for that year. However, when the actual costs of the year involved become known, the differences between the fixed amounts previously approved and the

actual costs will be carried forward and used as an adjustment to the fixed amounts established for a later year. This "carry-forward" procedure applies to all central services whose costs were fixed in the approved plan. However, a carry-forward adjustment is not permitted, for a central service activity that was not included in the approved plan, or for unallowable costs that must be reimbursed immediately.

## 4. Adjustments of Billed Central Services

Billing rates used to charge Federal awards must be based on the estimated costs of providing the services, including an estimate of the allocable central service costs. A comparison of the revenue generated by each billed service (including total revenues whether or not billed or collected) to the actual allowable costs of the service will be made at least annually, and an adjustment will be made for the difference between the revenue and the allowable costs. These adjustments will be made through one of the following adjustment methods: (a) a cash refund including earned or imputed interest from the date of transfer and debt interest, if applicable, chargeable in accordance with applicable Federal cognizant agency for indirect costs regulations to the Federal Government for the Federal share of the adjustment, (b) credits to the amounts charged to the individual programs, (c) adjustments to future billing rates, or (d) adjustments to allocated central service costs. Adjustments to allocated central services will not be permitted where the total amount of the adjustment for a particular service (Federal share and non-Federal) share exceeds $500,000. Adjustment methods may include, at the option of the cognizant agency, earned or imputed interest from the date of expenditure and delinquent debt interest, if applicable, chargeable in accordance with applicable cognizant agency claims collection regulations.

## 5. Records Retention

All central service cost allocation plans and related documentation used as a basis for claiming costs under Federal awards must be retained for audit in accordance with the records retention requirements contained in subpart D of this part.

## 6. Appeals

If a dispute arises in the negotiation of a plan between the cognizant agency for indirect costs and the governmental unit, the dispute must be resolved in accordance with the appeals procedures of the cognizant agency for indirect costs.

## 7. OMB Assistance

To the extent that problems are encountered among the Federal agencies or governmental units in connection with the negotiation and approval process, OMB will lend assistance, as required, to resolve such problems in a timely manner.

*[78 FR 78608, Dec. 26, 2013, as amended at 80 FR 54410, Sept. 10, 2015; 85 FR 49581, Aug. 13, 2020]*

# Appendix VI to Part 200—Public Assistance Cost Allocation Plans

## A. General

Federally-financed programs administered by state public assistance agencies are funded predominately by the Department of Health and Human Services (HHS). In support of its stewardship requirements, HHS has published requirements for the development, documentation, submission, negotiation, and approval of public assistance cost allocation plans in Subpart E of 45 CFR Part 95. All administrative costs (direct and indirect) are normally charged to Federal awards by implementing the public assistance cost allocation plan. This Appendix extends these requirements to all Federal awarding agencies whose programs are administered by a state public assistance agency. Major federally-financed programs typically administered by state public assistance agencies include: Temporary Aid to Needy Families (TANF), Medicaid, Food Stamps, Child Support Enforcement, Adoption Assistance and Foster Care, and Social Services Block Grant.

## B. Definitions

1. ***State public assistance agency*** means a state agency administering or supervising the administration of one or more public assistance programs operated by the state as identified in Subpart E of 45 CFR Part 95. For the purpose of this Appendix, these programs include all programs administered by the state public assistance agency.
2. ***State public assistance agency costs*** means all costs incurred by, or allocable to, the state public assistance agency, except expenditures for financial assistance, medical contractor payments, food stamps, and payments for services and goods provided directly to program recipients.

## C. Policy

State public assistance agencies will develop, document and implement, and the Federal Government will review, negotiate, and approve, public assistance cost allocation plans in accordance with Subpart E of 45 CFR Part 95. The plan will include all programs administered by the state public assistance agency. Where a letter of approval or disapproval is transmitted to a state public assistance agency in accordance with Subpart E, the letter will apply to all Federal agencies and programs. The remaining sections of this Appendix (except for the requirement for certification) summarize the provisions of Subpart E of 45 CFR Part 95.

## D. Submission, Documentation, and Approval of Public Assistance Cost Allocation Plans

1. State public assistance agencies are required to promptly submit amendments to the cost allocation plan to HHS for review and approval.
2. Under the coordination process outlined in section E, affected Federal agencies will review all new plans and plan amendments and provide comments, as appropriate, to HHS. The effective date of the plan or plan amendment will be the first day of the calendar quarter following the event that required the amendment, unless another date is specifically approved by HHS. HHS, as the cognizant agency for indirect costs acting on behalf of all affected Federal agencies, will, as necessary, conduct negotiations with the state public assistance agency and will inform the state agency of the action taken on the plan or plan amendment.

## E. Review of Implementation of Approved Plans

1. Since public assistance cost allocation plans are of a narrative nature, the review during the plan approval process consists of evaluating the appropriateness of the proposed groupings of costs (cost centers) and the related allocation bases. As such, the Federal Government needs some assurance that the cost allocation plan has been implemented as approved. This is accomplished by reviews by the Federal awarding agencies, single audits, or audits conducted by the cognizant agency for indirect costs.
2. Where inappropriate charges affecting more than one Federal awarding agency are identified, the cognizant HHS cost negotiation office will be advised and will take the lead in resolving the issue(s) as provided for in Subpart E of 45 CFR Part 95.
3. If a dispute arises in the negotiation of a plan or from a disallowance involving two or more Federal awarding agencies, the dispute must be resolved in accordance with the appeals procedures set out in 45 CFR Part 16. Disputes involving only one Federal awarding agency will be resolved in accordance with the Federal awarding agency's appeal process.
4. To the extent that problems are encountered among the Federal awarding agencies or governmental units in connection with the negotiation and approval process, the Office of Management and Budget will lend assistance, as required, to resolve such problems in a timely manner.

## F. Unallowable Costs

Claims developed under approved cost allocation plans will be based on allowable costs as identified in this Part. Where unallowable costs have been claimed and reimbursed, they will be refunded to the program that reimbursed the unallowable cost using one of the following methods: (a) a cash refund, (b) offset to a subsequent claim, or (c) credits to the amounts charged to individual Federal awards. Cash refunds, offsets, and credits may include at the option of the cognizant agency for indirect cost, earned or imputed interest from the date of expenditure and delinquent debt interest, if applicable, chargeable in accordance with applicable cognizant agency for indirect cost claims collection regulations.

*[78 FR 78608, Dec. 26, 2013, as amended at 85 FR 49581, Aug. 13, 2020]*

# Appendix VII to Part 200—States and Local Government and Indian Tribe Indirect Cost Proposals

## A. General

1. Indirect costs are those that have been incurred for common or joint purposes. These costs benefit more than one cost objective and cannot be readily identified with a particular final cost objective without effort disproportionate to the results achieved. After direct costs have been determined and assigned directly to Federal awards and other activities as appropriate, indirect costs are those remaining to be allocated to benefitted cost objectives. A cost may not be allocated to a Federal award as an indirect cost if any other cost incurred for the same purpose, in like circumstances, has been assigned to a Federal award as a direct cost.
2. Indirect costs include

(a) the indirect costs originating in each department or agency of the governmental unit carrying out Federal awards and

(b) the costs of central governmental services distributed through the central service cost allocation plan (as described in Appendix V to this part) and not otherwise treated as direct costs.

3. Indirect costs are normally charged to Federal awards by the use of an indirect cost rate. A separate indirect cost rate(s) is usually necessary for each department or agency of the governmental unit claiming indirect costs under Federal awards. Guidelines and illustrations of indirect cost proposals are provided in a brochure published by the Department of Health and Human Services entitled "*A Guide for States and Local Government Agencies: Cost Principles and Procedures for Establishing Cost Allocation Plans and Indirect Cost Rates for Grants and Contracts with the Federal Government.*" A copy of this brochure may be obtained from HHS Cost Allocation Services or at their website.

4. Because of the diverse characteristics and accounting practices of governmental units, the types of costs which may be classified as indirect costs cannot be specified in all situations. However, typical examples of indirect costs may include certain state/local-wide central service costs, general administration of the non-Federal entity accounting and personnel services performed within the non-Federal entity, depreciation on buildings and equipment, the costs of operating and maintaining facilities.

5. This Appendix does not apply to state public assistance agencies. These agencies should refer instead to Appendix VI to this part.

## B. Definitions

1. ***Base*** means the accumulated direct costs (normally either total direct salaries and wages or total direct costs exclusive of any extraordinary or distorting expenditures) used to distribute indirect costs to individual Federal awards. The direct cost base selected should result in each Federal award bearing a fair share of the indirect costs in reasonable relation to the benefits received from the costs.

2. ***Base period*** for the allocation of indirect costs is the period in which such costs are incurred and accumulated for allocation to activities performed in that period. The base period normally should coincide with the governmental unit's fiscal year, but in any event, must be so selected as to avoid inequities in the allocation of costs.

3. ***Cognizant agency for indirect costs*** means the Federal agency responsible for reviewing and approving the governmental unit's indirect cost rate(s) on the behalf of the Federal Government. The cognizant agency for indirect costs assignment is described in Appendix V, section F.

4. ***Final rate*** means an indirect cost rate applicable to a specified past period which is based on the actual allowable costs of the period. A final audited rate is not subject to adjustment.

5. ***Fixed rate*** means an indirect cost rate which has the same characteristics as a predetermined rate, except that the difference between the estimated costs and the actual, allowable costs of the period covered by the rate is carried forward as an adjustment to the rate computation of a subsequent period.

6. ***Indirect cost pool*** is the accumulated costs that jointly benefit two or more programs or other cost objectives.

7. ***Indirect cost rate*** is a device for determining in a reasonable manner the proportion of indirect costs each program should bear. It is the ratio (expressed as a percentage) of the indirect costs to a direct cost base.

8. ***Indirect cost rate proposal*** means the documentation prepared by a governmental unit or subdivision thereof to substantiate its request for the establishment of an indirect cost rate.

9. ***Predetermined rate*** means an indirect cost rate, applicable to a specified current or future period, usually the governmental unit's fiscal year. This rate is based on an estimate of the costs to be incurred during the period. Except under very unusual circumstances, a predetermined rate is not subject to adjustment. (Because of legal constraints, predetermined rates are not permitted for Federal contracts; they may, however, be used for grants or cooperative agreements.) Predetermined rates may not be used by governmental units that have not submitted and negotiated the rate with the cognizant agency for indirect costs. In view of the potential advantages offered by this procedure, negotiation of predetermined rates for indirect costs for a period of two to four years should be the norm in those situations where the cost experience and other pertinent facts available are deemed sufficient to enable the parties involved to reach an informed judgment as to the probable level of indirect costs during the ensuing accounting periods.

10. ***Provisional rate*** means a temporary indirect cost rate applicable to a specified period which is used for funding, interim reimbursement, and reporting indirect costs on Federal awards pending the establishment of a “final” rate for that period.

## C. Allocation of Indirect Costs and Determination of Indirect Cost Rates

## 1. General

a. Where a governmental unit's department or agency has only one major function, or where all its major functions benefit from the indirect costs to approximately the same degree, the allocation of indirect costs and the computation of an indirect cost rate may be accomplished through simplified allocation procedures as described in subsection 2.

b. Where a governmental unit's department or agency has several major functions which benefit from its indirect costs in varying degrees, the allocation of indirect costs may require the accumulation of such costs into separate cost groupings which then are allocated individually to benefitted functions by means of a base which best measures the relative degree of benefit. The indirect costs allocated to each function are then distributed to individual Federal awards and other activities included in that function by means of an indirect cost rate(s).

c. Specific methods for allocating indirect costs and computing indirect cost rates along with the conditions under which each method should be used are described in subsections 2, 3 and 4.

## 2. Simplified Method

a. Where a non-Federal entity's major functions benefit from its indirect costs to approximately the same degree, the allocation of indirect costs may be accomplished by

(1) classifying the non-Federal entity's total costs for the base period as either direct or indirect, and

(2) dividing the total allowable indirect costs (net of applicable credits) by an equitable distribution base. The result of this process is an indirect cost rate which is used to distribute indirect costs to individual Federal awards. The rate should be expressed as the percentage which the total amount of allowable indirect costs bears to the base selected. This method should also be used where a governmental unit's department or agency has only one major function encompassing a number of individual projects or activities, and may be used where the level of Federal awards to that department or agency is relatively small.

b. Both the direct costs and the indirect costs must exclude capital expenditures and unallowable costs. However, unallowable costs must be included in the direct costs if they represent activities to which indirect costs are properly allocable.

c. The distribution base may be

(1) total direct costs (excluding capital expenditures and other distorting items, such as pass-through funds, subcontracts in excess of $50,000, and participant support costs),

(2) direct salaries and wages, or

(3) another base which results in an equitable distribution.

## 3. Multiple Allocation Base Method

a. Where a non-Federal entity's indirect costs benefit its major functions in varying degrees, such costs must be accumulated into separate cost groupings. Each grouping must then be allocated individually to benefitted functions by means of a base which best measures the relative benefits.

b. The cost groupings should be established so as to permit the allocation of each grouping on the basis of benefits provided to the major functions. Each grouping should constitute a pool of expenses that are of like character in terms of the functions they benefit and in terms of the allocation base which best measures the relative benefits provided to each function. The number of separate groupings should be held within practical limits, taking into consideration the materiality of the amounts involved and the degree of precision needed.

c. Actual conditions must be taken into account in selecting the base to be used in allocating the expenses in each grouping to benefitted functions. When an allocation can be made by assignment of a cost grouping directly to the function benefitted, the allocation must be made in that manner. When the expenses in a grouping are more general in nature, the allocation should be made through the use of a selected base which produces results that are equitable to both the Federal Government and the governmental unit. In general, any cost element or related factor associated with the governmental unit's activities is potentially adaptable for use as an allocation base provided that:

(1) it can readily be expressed in terms of dollars or other quantitative measures (total direct costs, direct salaries and wages, staff hours applied, square feet used, hours of usage, number of documents processed, population served, and the like), and

(2) it is common to the benefitted functions during the base period.

d. Except where a special indirect cost rate(s) is required in accordance with paragraph (C)(4) of this Appendix, the separate groupings of indirect costs allocated to each major function must be aggregated and treated as a common pool for that function. The costs in the common pool must then be distributed to individual Federal awards included in that function by use of a single indirect cost rate.

e. The distribution base used in computing the indirect cost rate for each function may be

(1) total direct costs (excluding capital expenditures and other distorting items such as pass-through funds, subawards in excess of $50,000, and participant support costs),

(2) direct salaries and wages, or

(3) another base which results in an equitable distribution. An indirect cost rate should be developed for each separate indirect cost pool developed. The rate in each case should be stated as the percentage relationship between the particular indirect cost pool and the distribution base identified with that pool.

## 4. Special Indirect Cost Rates

a. In some instances, a single indirect cost rate for all activities of a non-Federal entity or for each major function of the agency may not be appropriate. It may not take into account those different factors which may substantially affect the indirect costs applicable to a particular program or group of programs. The factors may include the physical location of the work, the level of administrative support required, the nature of the facilities or other resources employed, the organizational arrangements used, or any combination thereof. When a particular Federal award is carried out in an environment which appears to generate a significantly different level of indirect costs, provisions should be made for a separate indirect cost pool applicable to that Federal award. The separate indirect cost pool should be developed during the course of the regular allocation process, and the separate indirect cost rate resulting therefrom should be used, provided that:

(1) The rate differs significantly from the rate which would have been developed under paragraphs (C)(2) and (C)(3) of this Appendix, and

(2) the Federal award to which the rate would apply is material in amount.

b. Where Federal statutes restrict the reimbursement of certain indirect costs, it may be necessary to develop a special rate for the affected Federal award. Where a “restricted rate” is required, the same procedure for developing a non-restricted rate will be used except for the additional step of the elimination from the indirect cost pool those costs for which the law prohibits reimbursement.

# D. Submission and Documentation of Proposals

## 1. Submission of Indirect Cost Rate Proposals

a. All departments or agencies of the governmental unit desiring to claim indirect costs under Federal awards must prepare an indirect cost rate proposal and related documentation to support those costs. The proposal and related documentation must be retained for audit in accordance with the records retention requirements contained in § 200.334.

b. A governmental department or agency (such as a state or local Department of Health, Department of Transportation, or Department of Housing) that receives more than $35 million in direct Federal funding during its fiscal year must submit its indirect cost rate proposal to its cognizant agency for indirect costs.

c. If a governmental department or agency (such as a state or local Department of Health, Department of Transportation, or Department of Housing) receives $35 million or less in direct Federal funding during its fiscal year, it must develop an indirect cost proposal in accordance with the requirements of this part and maintain the proposal and related supporting documentation for audit. This established rate must be accepted by any Federal agency to which the governmental department or agency applies for funding. Federal agencies must not compel the governmental department or agency to accept the de minimis rate or some other rate established by the Federal agency. These governmental departments or agencies are not required to submit their proposals unless they are specifically requested to do so by an awarding Federal agency. The Federal agency's review should be limited to ensuring the proposal is consistent with the principles of this part. Where a non-Federal entity only receives funds as a subrecipient, the pass-through entity will be responsible for negotiating and/or monitoring the subrecipient's indirect costs.

c. Each Indian tribal government desiring reimbursement of indirect costs must submit its indirect cost proposal to the Department of the Interior (its cognizant agency for indirect costs).

d. Indirect cost proposals must be developed (and, when required, submitted) within six months after the close of the governmental unit's fiscal year, unless an exception is approved by the cognizant agency for indirect costs. If the proposed central service cost allocation plan for the same period has not been approved by that time, the indirect cost proposal may be prepared including an amount for central services that is based on the latest federally approved central service cost allocation plan. The difference between these central service amounts and the amounts ultimately approved will be compensated for by an adjustment in a subsequent period.

## 2. Documentation of Proposals

The following must be included with each indirect cost proposal:

a. The rates proposed, including subsidiary work sheets and other relevant data, cross referenced and reconciled to the financial data noted in subsection b. Allocated central service costs will be supported by the summary table included in the approved central service cost allocation plan. This summary table is not required to be submitted with the indirect cost proposal if the central service cost allocation plan for the same fiscal year has been approved by the cognizant agency for indirect costs and is available to the funding agency.

b. A copy of the financial data (financial statements, comprehensive annual financial report, executive budgets, accounting reports, etc.) upon which the rate is based. Adjustments resulting from the use of unaudited data will be recognized, where appropriate, by the Federal cognizant agency for indirect costs in a subsequent proposal.

c. The approximate amount of direct base costs incurred under Federal awards. These costs should be broken out between salaries and wages and other direct costs.

d. A chart showing the organizational structure of the agency during the period for which the proposal applies, along with a functional statement(s) noting the duties and/or responsibilities of all units that comprise the agency. (Once this is submitted, only revisions need be submitted with subsequent proposals.)

## 3. Required certification.

Each indirect cost rate proposal must be accompanied by a certification in the following form:

## Certificate of Indirect Costs

This is to certify that I have reviewed the indirect cost rate proposal submitted herewith and to the best of my knowledge and belief:

(1) All costs included in this proposal [identify date] to establish billing or final indirect costs rates for [identify period covered by rate] are allowable in accordance with the requirements of the Federal award(s) to which they apply and the provisions of this Part. Unallowable costs have been adjusted for in allocating costs as indicated in the indirect cost proposal

(2) All costs included in this proposal are properly allocable to Federal awards on the basis of a beneficial or causal relationship between the expenses incurred and the agreements to which they are allocated in accordance with applicable requirements. Further, the same costs that have been treated as indirect costs have not been claimed as direct costs. Similar types of costs have been accounted for consistently and the Federal Government will be notified of any accounting changes that would affect the predetermined rate.

I declare that the foregoing is true and correct.

Governmental Unit: _____

Signature: _____

Name of Official: _____

Title: _____

Date of Execution: _____

## E. Negotiation and Approval of Rates

1. Indirect cost rates will be reviewed, negotiated, and approved by the cognizant agency on a timely basis. Once a rate has been agreed upon, it will be accepted and used by all Federal agencies unless prohibited or limited by statute. Where a Federal awarding agency has reason to believe that special operating factors affecting its Federal awards necessitate special indirect cost rates, the funding agency will, prior to the time the rates are negotiated, notify the cognizant agency for indirect costs.

2. The use of predetermined rates, if allowed, is encouraged where the cognizant agency for indirect costs has reasonable assurance based on past experience and reliable projection of the non-Federal entity's costs, that the rate is not likely to exceed a rate based on actual costs. Long-term agreements utilizing predetermined rates extending over two or more years are encouraged, where appropriate.

3. The results of each negotiation must be formalized in a written agreement between the cognizant agency for indirect costs and the governmental unit. This agreement will be subject to re-opening if the agreement is subsequently found to violate a statute, or the information upon which the plan was negotiated is later found to be materially incomplete or inaccurate. The agreed upon rates must be made available to all Federal agencies for their use.

4. Refunds must be made if proposals are later found to have included costs that

(a) are unallowable

(i) as specified by law or regulation,

(ii) as identified in § 200.420, or

(iii) by the terms and conditions of Federal awards, or

(b) are unallowable because they are clearly not allocable to Federal awards. These adjustments or refunds will be made regardless of the type of rate negotiated (predetermined, final, fixed, or provisional).

## F. Other Policies

## 1. Fringe Benefit Rates

If overall fringe benefit rates are not approved for the governmental unit as part of the central service cost allocation plan, these rates will be reviewed, negotiated and approved for individual recipient agencies during the indirect cost negotiation process. In these cases, a proposed fringe benefit rate computation should accompany the indirect cost proposal. If fringe benefit rates are not used at the recipient agency level (i.e., the agency specifically identifies fringe benefit costs to individual employees), the governmental unit should so advise the cognizant agency for indirect costs.

## 2. Billed Services Provided by the Recipient Agency

In some cases, governmental departments or agencies (components of the governmental unit) provide and bill for services similar to those covered by central service cost allocation plans (e.g., computer centers). Where this occurs, the governmental departments or agencies (components of the governmental unit)should be guided by the requirements in Appendix V relating to the development of billing rates and documentation requirements, and should advise the cognizant agency for indirect costs of any billed services. Reviews of these types of services (including reviews of costing/billing methodology, profits or losses, etc.) will be made on a case-by-case basis as warranted by the circumstances involved.

## 3. Indirect Cost Allocations Not Using Rates

In certain situations, governmental departments or agencies (components of the governmental unit), because of the nature of their Federal awards, may be required to develop a cost allocation plan that distributes indirect (and, in some cases, direct) costs to the specific funding sources. In these cases, a narrative cost allocation methodology should be developed, documented, maintained for audit, or submitted, as appropriate, to the cognizant agency for indirect costs for review, negotiation, and approval.

## 4. Appeals

If a dispute arises in a negotiation of an indirect cost rate (or other rate) between the cognizant agency for indirect costs and the governmental unit, the dispute must be resolved in accordance with the appeals procedures of the cognizant agency for indirect costs.

## 5. Collection of Unallowable Costs and Erroneous Payments

Costs specifically identified as unallowable and charged to Federal awards either directly or indirectly will be refunded (including interest chargeable in accordance with applicable Federal cognizant agency for indirect costs regulations).

## 6. OMB Assistance

To the extent that problems are encountered among the Federal agencies or governmental units in connection with the negotiation and approval process, OMB will lend assistance, as required, to resolve such problems in a timely manner.

*[78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75889, Dec. 19, 2014; 85 FR 49581, Aug. 13, 2020; 89 FR 30207, Apr. 22, 2024]*

## Appendix VIII to Part 200—Nonprofit Organizations Exempted From Subpart E of Part 200

1. Advance Technology Institute (ATI), Charleston, South Carolina
2. Aerospace Corporation, El Segundo, California
3. American Institutes of Research (AIR), Washington, DC
4. Argonne National Laboratory, Chicago, Illinois
5. Atomic Casualty Commission, Washington, DC
6. Battelle Memorial Institute, Headquartered in Columbus, Ohio
7. Brookhaven National Laboratory, Upton, New York
8. Charles Stark Draper Laboratory, Incorporated, Cambridge, Massachusetts
9. CNA Corporation (CNAC), Alexandria, Virginia
10. Environmental Institute of Michigan, Ann Arbor, Michigan
11. Georgia Institute of Technology/Georgia Tech Applied Research Corporation/Georgia Tech Research Institute, Atlanta, Georgia
12. Hanford Environmental Health Foundation, Richland, Washington
13. IIT Research Institute, Chicago, Illinois
14. Institute of Gas Technology, Chicago, Illinois

15. Institute for Defense Analysis, Alexandria, Virginia
16. LMI, McLean, Virginia
17. Mitre Corporation, Bedford, Massachusetts
18. Noblis, Inc., Falls Church, Virginia
19. National Radiological Astronomy Observatory, Green Bank, West Virginia
20. National Renewable Energy Laboratory, Golden, Colorado
21. Oak Ridge Associated Universities, Oak Ridge, Tennessee
22. Rand Corporation, Santa Monica, California
23. Research Triangle Institute, Research Triangle Park, North Carolina
24. Riverside Research Institute, New York, New York
25. South Carolina Research Authority (SCRA), Charleston, South Carolina
26. Southern Research Institute, Birmingham, Alabama
27. Southwest Research Institute, San Antonio, Texas
28. SRI International, Menlo Park, California
29. Syracuse Research Corporation, Syracuse, New York
30. Universities Research Association, Incorporated (National Acceleration Lab), Argonne, Illinois
31. Urban Institute, Washington DC
32. Nonprofit insurance companies, such as Blue Cross and Blue Shield Organizations
33. Other nonprofit organizations as negotiated with Federal awarding agencies

*[78 FR 78608, Dec. 26, 2013, as amended at 85 FR 49582, Aug. 13, 2020]*

## Appendix IX to Part 200—Hospital Cost Principles

Until such time as revised guidance is proposed and implemented for hospitals, the existing principles located at 45 CFR part 75 Appendix IX, entitled "Principles for Determining Cost Applicable to Research and Development Under Grants and Contracts with Hospitals," remain in effect.

*[86 FR 10440, Feb. 22, 2021]*

## Appendix X to Part 200—Data Collection Form

The data collection form is available as a series of workbooks on the Federal Audit Clearinghouse (*FAC.gov*). The form and submission instructions can be found at *https://www.fac.gov/*.

*[89 FR 30207, Apr. 22, 2024]*

## Appendix XI to Part 200—Compliance Supplement

The compliance supplement is available on the OMB website.

*[85 FR 49582, Aug. 13, 2020]*

# Appendix XII to Part 200—Award Term and Condition for Recipient Integrity and Performance Matters

## I. Reporting of Matters Related to Recipient Integrity and Performance

### (a) *General Reporting Requirement.*

(1) If the total value of your active grants, cooperative agreements, and procurement contracts from all Federal agencies exceeds $10,000,000 for any period of time during the period of performance of this Federal award, then you as the recipient must ensure the information available in the responsibility/qualification records through the System for Award Management (*SAM.gov*), about civil, criminal, or administrative proceedings described in paragraph (b) of this award term is current and complete. This is a statutory requirement under section 872 of Public Law 110-417, as amended (41 U.S.C. 2313). As required by section 3010 of Public Law 111-212, all information posted in responsibility/qualification records in *SAM.gov* on or after April 15, 2011 (except past performance reviews required for Federal procurement contracts) will be publicly available.

(b) ***Proceedings About Which You Must Report.***

(1) You must submit the required information about each proceeding that—

(i) Is in connection with the award or performance of a grant, cooperative agreement, or procurement contract from the Federal Government;

(ii) Reached its final disposition during the most recent five-year period; and

(iii) Is one of the following—

(A) A criminal proceeding that resulted in a conviction;

(B) A civil proceeding that resulted in a finding of fault and liability and payment of a monetary fine, penalty, reimbursement, restitution, or damages of $5,000 or more;

(C) An administrative proceeding that resulted in a finding of fault and liability and your payment of either a monetary fine or penalty of $5,000 or more or reimbursement, restitution, or damages in excess of $100,000; or

(D) Any other criminal, civil, or administrative proceeding if—

(*1*) It could have led to an outcome described in paragraph (b)(1)(iii)(A) through (C);

(*2*) It had a different disposition arrived at by consent or compromise with an acknowledgment of fault on your part; and

(*3*) The requirement in this award term to disclose information about the proceeding does not conflict with applicable laws and regulations.

(c) ***Reporting Procedures.*** Enter the required information in *SAM.gov* for each proceeding described in paragraph (b) of this award term. You do not need to submit the information a second time under grants and cooperative agreements that you received if you already provided the information in *SAM.gov* because you were required to do so under Federal procurement contracts that you were awarded.

(d) ***Reporting Frequency.*** During any period of time when you are subject to the requirement in paragraph (a) of this award term, you must report proceedings information in *SAM.gov* for the most recent five-year period, either to report new information about a proceeding that you have not reported previously or affirm that there is no new information to report. If you have Federal contract, grant, and cooperative agreement awards with a cumulative total value greater than $10,000,000, you must disclose semiannually any information about the criminal, civil, and administrative proceedings.

(e) ***Definitions.*** For purposes of this award term—

*Administrative proceeding* means a non-judicial process that is adjudicatory in nature to make a determination of fault or liability (for example, Securities and Exchange Commission Administrative proceedings, Civilian Board of Contract Appeals proceedings, and Armed Services Board of Contract Appeals proceedings). This includes proceedings at the Federal and State level but only in connection with the performance of a Federal contract or grant. It does not include audits, site visits, corrective plans, or inspection of deliverables.

*Conviction* means a judgment or conviction of a criminal offense by any court of competent jurisdiction, whether entered upon a verdict or a plea, and includes a conviction entered upon a plea of nolo contendere.

*Total value of currently active grants, cooperative agreements, and procurement contracts* includes the value of the Federal share already received plus any anticipated Federal share under those awards (such as continuation funding).

## II. [Reserved]

*[89 FR 30207, Apr. 22, 2024]*

This content is from the eCFR and is authoritative but unofficial.

# Title 2 —Federal Financial Assistance
## Subtitle A —Office of Management and Budget Guidance for Federal Financial Assistance
## Chapter II —Office of Management and Budget Guidance
## Part 200 —Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
## Subpart D —Post Federal Award Requirements

**Authority:** 31 U.S.C. 503; 31 U.S.C. 6101-6106; 31 U.S.C. 6307; 31 U.S.C. 7501-7507.
**Source:** 89 FR 30136, Apr. 22, 2024, unless otherwise noted.

Procurement Standards

**§ 200.317** Procurements by States and Indian Tribes.
**§ 200.318** General procurement standards.
**§ 200.319** Competition.
**§ 200.320** Procurement methods.
**§ 200.321** Contracting with small businesses, minority businesses, women's business enterprises, veteran-owned businesses, and labor surplus area firms.
**§ 200.322** Domestic preferences for procurements.
**§ 200.323** Procurement of recovered materials.
**§ 200.324** Contract cost and price.
**§ 200.325** Federal agency or pass-through entity review.
**§ 200.326** Bonding requirements.
**§ 200.327** Contract provisions.

PROCUREMENT STANDARDS

## § 200.317 Procurements by States and Indian Tribes.

When conducting procurement transactions under a Federal award, a State or Indian Tribe must follow the same policies and procedures it uses for procurements with non-Federal funds. If such policies and procedures do not exist, States and Indian Tribes must follow the procurement standards in §§ 200.318 through 200.327. In addition to its own policies and procedures, a State or Indian Tribe must also comply with the following procurement standards: §§ 200.321, 200.322, 200.323, and 200.327. All other recipients and subrecipients, including subrecipients of a State or Indian Tribe, must follow the procurement standards in §§ 200.318 through 200.327.

## § 200.318 General procurement standards.

(a) ***Documented procurement procedures.*** The recipient or subrecipient must maintain and use documented procedures for procurement transactions under a Federal award or subaward, including for acquisition of property or services. These documented procurement procedures must be consistent with State, local, and tribal laws and regulations and the standards identified in §§ 200.317 through 200.327.

(b) ***Oversight of contractors.*** Recipients and subrecipients must maintain oversight to ensure that contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders. See also § 200.501(h).

(c) ***Conflicts of interest.***

(1) The recipient or subrecipient must maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award, and administration of contracts. No employee, officer, agent, or board member with a real or apparent conflict of interest may participate in the selection, award, or administration of a contract supported by the Federal award. A conflict of interest includes when the employee, officer, agent, or board member, any member of their immediate family, their partner, or an organization that employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from an entity considered for a contract. An employee, officer, agent, and board member of the recipient or subrecipient may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors. However, the recipient or subrecipient may set standards for situations where the financial interest is not substantial or a gift is an unsolicited item of nominal value. The recipient's or subrecipient's standards of conduct must also provide for disciplinary actions to be applied for violations by its employees, officers, agents, or board members.

(2) If the recipient or subrecipient has a parent, affiliate, or subsidiary organization that is not a State, local government, or Indian Tribe, the recipient or subrecipient must also maintain written standards of conduct covering organizational conflicts of interest. Organizational conflicts of interest mean that because of relationships with a parent company, affiliate, or subsidiary organization, the recipient or subrecipient is unable or appears to be unable to be impartial in conducting a procurement action involving a related organization.

(d) ***Avoidance of unnecessary or duplicative items.*** The recipient's or subrecipient's procedures must avoid the acquisition of unnecessary or duplicative items. Consideration should be given to consolidating or breaking out procurements to obtain a more economical purchase. When appropriate, an analysis should be made between leasing and purchasing property or equipment to determine the most economical approach.

(e) ***Procurement arrangements using strategic sourcing.*** When appropriate for the procurement or use of common or shared goods and services, recipients and subrecipients are encouraged to enter into State and local intergovernmental agreements or inter-entity agreements for procurement transactions. These or similar procurement arrangements using strategic sourcing may foster greater economy and efficiency. Documented procurement actions of this type (using strategic sourcing, shared services, and other similar procurement arrangements) will meet the competition requirements of this part.

(f) ***Use of excess and surplus Federal property.*** The recipient or subrecipient is encouraged to use excess and surplus Federal property instead of purchasing new equipment and property when it is feasible and reduces project costs.

(g) ***Use of value engineering clauses.*** When practical, the recipient or subrecipient is encouraged to use value engineering clauses in contracts for construction projects of sufficient size to offer reasonable opportunities for cost reductions. Value engineering means analyzing each contract item or task to ensure its essential function is provided at the overall lowest cost.

(h) ***Responsible contractors.*** The recipient or subrecipient must award contracts only to responsible contractors that possess the ability to perform successfully under the terms and conditions of a proposed contract. The recipient or subrecipient must consider contractor integrity, public policy

compliance, proper classification of employees (see the Fair Labor Standards Act, 29 U.S.C. 201, chapter 8), past performance record, and financial and technical resources when conducting a procurement transaction. See also § 200.214.

(i) ***Procurement records.*** The recipient or subrecipient must maintain records sufficient to detail the history of each procurement transaction. These records must include the rationale for the procurement method, contract type selection, contractor selection or rejection, and the basis for the contract price.

(j) ***Time-and-materials type contracts.***

(1) The recipient or subrecipient may use a time-and-materials type contract only after a determination that no other contract is suitable and if the contract includes a ceiling price that the contractor exceeds at its own risk. Time-and-materials type contract means a contract whose cost to a recipient or subrecipient is the sum of:

(i) The actual cost of materials; and

(ii) Direct labor hours charged at fixed hourly rates that reflect wages, general and administrative expenses, and profit.

(2) Because this formula generates an open-ended contract price, a time-and-materials contract provides no positive profit incentive to the contractor for cost control or labor efficiency. Therefore, each contract must set a ceiling price that the contractor exceeds at its own risk. Further, the recipient or subrecipient awarding such a contract must assert a high degree of oversight to obtain reasonable assurance that the contractor is using efficient methods and effective cost controls.

(k) ***Settlement of contractual and administrative issues.*** The recipient or subrecipient is responsible for the settlement of all contractual and administrative issues arising out of its procurement transactions. These issues include, but are not limited to, source evaluation, protests, disputes, and claims. These standards do not relieve the recipient or subrecipient of any contractual responsibilities under its contracts. The Federal agency will not substitute its judgment for that of the recipient or subrecipient unless the matter is primarily a Federal concern. The recipient or subrecipient must report violations of law to the Federal, State, or local authority with proper jurisdiction.

(l) ***Examples of labor and employment practices.***

(1) The procurement standards in this subpart do not prohibit recipients or subrecipients from:

(i) Using Project Labor Agreements (PLAs) or similar forms of pre-hire collective bargaining agreements;

(ii) Requiring construction contractors to use hiring preferences or goals for people residing in high-poverty areas, disadvantaged communities as defined by the Justice40 Initiative (see OMB Memorandum M-21-28), or high-unemployment census tracts within a region no smaller than the county where a federally funded construction project is located. The hiring preferences or goals should be consistent with the policies and procedures of the recipient or subrecipient, and must not prohibit interstate hiring;

(iii) Requiring a contractor to use hiring preferences or goals for individuals with barriers to employment (as defined in section 3 of the Workforce Innovation and Opportunity Act (29 U.S.C. 3102(24)), including women and people from underserved communities as defined by Executive Order 14091;

(iv) Using agreements intended to ensure uninterrupted delivery of services; using agreements intended to ensure community benefits; or

(v) Offering employees of a predecessor contractor rights of first refusal under a new contract.

(2) Recipients and subrecipients may use the practices listed in paragraph (1) if consistent with the U.S. Constitution, applicable Federal statutes and regulations, the objectives and purposes of the applicable Federal financial assistance program, and other requirements of this part.

## § 200.319 Competition.

(a) All procurement transactions under the Federal award must be conducted in a manner that provides full and open competition and is consistent with the standards of this section and § 200.320.

(b) To ensure objective contractor performance and eliminate unfair competitive advantage, contractors that develop or draft specifications, requirements, statements of work, or invitations for bids must be excluded from competing on those procurements.

(c) Examples of situations that may restrict competition include, but are not limited to:

(1) Placing unreasonable requirements on firms for them to qualify to do business;

(2) Requiring unnecessary experience and excessive bonding;

(3) Noncompetitive pricing practices between firms or between affiliated companies;

(4) Noncompetitive contracts to consultants that are on retainer contracts;

(5) Organizational conflicts of interest;

(6) Specifying only a “brand name” product instead of allowing “an equal” product to be offered and describing the performance or other relevant requirements of the procurement; and

(7) Any arbitrary action in the procurement process.

(d) The recipient or subrecipient must have written procedures for procurement transactions. These procedures must ensure that all solicitations:

(1) Are made in accordance with § 200.319(b);

(2) Incorporate a clear and accurate description of the technical requirements for the property, equipment, or service being procured. The description may include a statement of the qualitative nature of the property, equipment, or service to be procured. When necessary, the description must provide minimum essential characteristics and standards to which the property, equipment, or service must conform. Detailed product specifications should be avoided if at all possible. When it is impractical or uneconomical to clearly and accurately describe the technical requirements, a “brand name or equivalent” description of features may be used to provide procurement requirements. The specific features of the named brand must be clearly stated; and

(3) Identify any additional requirements which the offerors must fulfill and all other factors that will be used in evaluating bids or proposals.

(e) The recipient or subrecipient must ensure that all prequalified lists of persons, firms, or products used in procurement transactions are current and include enough qualified sources to ensure maximum open competition. When establishing or amending prequalified lists, the recipient or subrecipient must consider objective factors that evaluate price and cost to maximize competition. The recipient or subrecipient must not preclude potential bidders from qualifying during the solicitation period.

(f) To the extent consistent with established practices and legal requirements applicable to the recipient or subrecipient, this subpart does not prohibit recipients or subrecipients from developing written procedures for procurement transactions that incorporate a scoring mechanism that rewards bidders that commit to specific numbers and types of U.S. jobs, minimum compensation, benefits, on-the-job-training for employees making work products or providing services on a contract, and other worker protections. This subpart also does not prohibit recipients and subrecipients from making inquiries of bidders about these subjects and assessing the responses. Any scoring mechanism must be consistent with the U.S. Constitution, applicable Federal statutes and regulations, and the terms and conditions of the Federal award.

(g) Noncompetitive procurements can only be awarded in accordance with § 200.320(c).

## § 200.320 Procurement methods.

There are three types of procurement methods described in this section: informal procurement methods (for micro-purchases and simplified acquisitions); formal procurement methods (through sealed bids or proposals); and noncompetitive procurement methods. For any of these methods, the recipient or subrecipient must maintain and use documented procurement procedures, consistent with the standards of this section and §§ 200.317, 200.318, and 200.319.

(a) ***Informal procurement methods for small purchases.*** These procurement methods expedite the completion of transactions, minimize administrative burdens, and reduce costs. Informal procurement methods may be used when the value of the procurement transaction under the Federal award does not exceed the simplified acquisition threshold as defined in § 200.1. Recipients and subrecipients may also establish a lower threshold. Informal procurement methods include:

(1) ***Micro-purchases*** —

(i) ***Distribution.*** The aggregate amount of the procurement transaction does not exceed the micro-purchase threshold defined in § 200.1. To the extent practicable, the recipient or subrecipient should distribute micro-purchases equitably among qualified suppliers.

(ii) ***Micro-purchase awards.*** Micro-purchases may be awarded without soliciting competitive price or rate quotations if the recipient or subrecipient considers the price reasonable based on research, experience, purchase history, or other information; and maintains documents to support its conclusion. Purchase cards may be used as a method of payment for micro-purchases.

(iii) ***Micro-purchase thresholds.*** The recipient or subrecipient is responsible for determining and documenting an appropriate micro-purchase threshold based on internal controls, an evaluation of risk, and its documented procurement procedures. The micro-purchase threshold used by the recipient or subrecipient must be authorized or not prohibited under State, local, or tribal laws or regulations. The recipient or subrecipient may establish a threshold higher than the Federal threshold established in the Federal Acquisition Regulations (FAR) in accordance with paragraphs (a)(1)(iv) and (v) of this section.

(iv) ***Recipient or subrecipient increase to the micro-purchase threshold up to $50,000.*** The recipient or subrecipient may establish a threshold higher than the micro-purchase threshold identified in the FAR in accordance with the requirements of this section. The recipient or subrecipient may self-certify a threshold up to $50,000 on an annual basis and must maintain documentation to be made available to the Federal agency or pass-through entity and auditors in accordance with § 200.334. The self-certification must include a justification, clear identification of the threshold, and supporting documentation of any of the following:

(A) A qualification as a low-risk auditee, in accordance with the criteria in § 200.520 for the most recent audit;

(B) An annual internal institutional risk assessment to identify, mitigate, and manage financial risks; or,

(C) For public institutions, a higher threshold is consistent with State law.

(v) ***Recipient or subrecipient increase to the micro-purchase threshold over $50,000.*** Micro-purchase thresholds higher than $50,000 must be approved by the cognizant agency for indirect costs. The recipient or subrecipient must submit a request that includes the requirements in paragraph (a)(1)(iv) of this section. The increased threshold is valid until any factor that was relied on in the establishment and rationale of the threshold changes.

(2) ***Simplified acquisitions*** —

(i) ***Simplified acquisition procedures.*** The aggregate dollar amount of the procurement transaction is higher than the micro-purchase threshold but does not exceed the simplified acquisition threshold. If simplified acquisition procedures are used, price or rate quotations must be obtained from an adequate number of qualified sources. Unless specified by the Federal agency, the recipient or subrecipient may exercise judgment in determining what number is adequate.

(ii) ***Simplified acquisition thresholds.*** The recipient or subrecipient is responsible for determining an appropriate simplified acquisition threshold based on internal controls, an evaluation of risk, and its documented procurement procedures, which may be lower than, but must not exceed, the threshold established in the FAR.

(b) ***Formal procurement methods.*** Formal procurement methods are required when the value of the procurement transaction under a Federal award exceeds the simplified acquisition threshold of the recipient or subrecipient. Formal procurement methods are competitive and require public notice. The following formal methods of procurement are used for procurement transactions above the simplified acquisition threshold determined by the recipient or subrecipient in accordance with paragraph (a)(2)(ii) of this section:

(1) ***Sealed bids.*** This is a procurement method in which bids are publicly solicited through an invitation and a firm fixed-price contract (lump sum or unit price) is awarded to the responsible bidder whose bid conforms with all the material terms and conditions of the invitation and is the lowest in price. The sealed bids procurement method is preferred for procuring construction services.

(i) For sealed bidding to be feasible, the following conditions should be present:

(A) A complete, adequate, and realistic specification or purchase description is available;

(B) Two or more responsible bidders have been identified as willing and able to compete effectively for the business; and

(C) The procurement lends itself to a firm-fixed-price contract, and the selection of the successful bidder can be made principally based on price.

(ii) If sealed bids are used, the following requirements apply:

(A) Bids must be solicited from an adequate number of qualified sources, providing them with sufficient response time prior to the date set for opening the bids. Unless specified by the Federal agency, the recipient or subrecipient may exercise judgment in determining what number is adequate. For local governments, the invitation for bids must be publicly advertised.

(B) The invitation for bids must define the items or services with specific information, including any required specifications, for the bidder to properly respond;

(C) All bids will be opened at the time and place prescribed in the invitation for bids. For local governments, the bids must be opened publicly.

(D) A firm-fixed-price contract is awarded in writing to the lowest responsive bid and responsible bidder. When specified in the invitation for bids, factors such as discounts, transportation cost, and life-cycle costs must be considered in determining which bid is the lowest. Payment discounts must only be used to determine the low bid when the recipient or subrecipient determines they are a valid factor based on prior experience.

(E) The recipient or subrecipient must document and provide a justification for all bids it rejects.

(2) ***Proposals.*** This is a procurement method used when conditions are not appropriate for using sealed bids. This procurement method may result in either a fixed-price or cost-reimbursement contract. They are awarded in accordance with the following requirements:

(i) Requests for proposals require public notice, and all evaluation factors and their relative importance must be identified. Proposals must be solicited from multiple qualified entities. To the maximum extent practicable, any proposals submitted in response to the public notice must be considered.

(ii) The recipient or subrecipient must have written procedures for conducting technical evaluations and making selections.

(iii) Contracts must be awarded to the responsible offeror whose proposal is most advantageous to the recipient or subrecipient considering price and other factors; and

(iv) The recipient or subrecipient may use competitive proposal procedures for qualifications-based procurement of architectural/engineering (A/E) professional services whereby the offeror's qualifications are evaluated, and the most qualified offeror is selected, subject to negotiation of fair and reasonable compensation. The method, where the price is not used as a selection factor, can only be used to procure architectural/engineering (A/E) professional services. The method may not be used to purchase other services provided by A/E firms that are a potential source to perform the proposed effort.

(c) ***Noncompetitive procurement.*** There are specific circumstances in which the recipient or subrecipient may use a noncompetitive procurement method. The noncompetitive procurement method may only be used if one of the following circumstances applies:

(1) The aggregate amount of the procurement transaction does not exceed the micro-purchase threshold (see paragraph (a)(1) of this section);

(2) The procurement transaction can only be fulfilled by a single source;

(3) The public exigency or emergency for the requirement will not permit a delay resulting from providing public notice of a competitive solicitation;

(4) The recipient or subrecipient requests in writing to use a noncompetitive procurement method, and the Federal agency or pass-through entity provides written approval; or

(5) After soliciting several sources, competition is determined inadequate.

## § 200.321 Contracting with small businesses, minority businesses, women's business enterprises, veteran-owned businesses, and labor surplus area firms.

(a) When possible, the recipient or subrecipient should ensure that small businesses, minority businesses, women's business enterprises, veteran-owned businesses, and labor surplus area firms (See U.S. Department of Labor's list) are considered as set forth below.

(b) Such consideration means:

(1) These business types are included on solicitation lists;

(2) These business types are solicited whenever they are deemed eligible as potential sources;

(3) Dividing procurement transactions into separate procurements to permit maximum participation by these business types;

(4) Establishing delivery schedules (for example, the percentage of an order to be delivered by a given date of each month) that encourage participation by these business types;

(5) Utilizing organizations such as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and

(6) Requiring a contractor under a Federal award to apply this section to subcontracts.

## § 200.322 Domestic preferences for procurements.

(a) The recipient or subrecipient should, to the greatest extent practicable and consistent with law, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards, contracts, and purchase orders under Federal awards.

(b) For purposes of this section:

(1) “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

(c) Federal agencies providing Federal financial assistance for infrastructure projects must implement the Buy America preferences set forth in 2 CFR part 184.

## § 200.323 Procurement of recovered materials.

(a) A recipient or subrecipient that is a State agency or agency of a political subdivision of a State and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976 as amended, 42 U.S.C. 6962. The requirements of Section 6002 include procuring only items designated in the guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

(b) The recipient or subrecipient should, to the greatest extent practicable and consistent with law, purchase, acquire, or use products and services that can be reused, refurbished, or recycled; contain recycled content, are biobased, or are energy and water efficient; and are sustainable. This may include purchasing compostable items and other products and services that reduce the use of single-use plastic products. See Executive Order 14057, section 101, Policy.

## § 200.324 Contract cost and price.

(a) The recipient or subrecipient must perform a cost or price analysis for every procurement transaction, including contract modifications, in excess of the simplified acquisition threshold. The method and degree of analysis conducted depend on the facts surrounding the particular procurement transaction. For example, the recipient or subrecipient should consider potential workforce impacts in their analysis if the procurement transaction will displace public sector employees. However, as a starting point, the recipient or subrecipient must make independent estimates before receiving bids or proposals.

(b) Costs or prices based on estimated costs for contracts under the Federal award are allowable only to the extent that the costs incurred or cost estimates included in negotiated prices would be allowable for the recipient or subrecipient under subpart E of this part. The recipient or subrecipient may reference its own cost principles as long as they comply with subpart E of this part.

(c) The recipient or subrecipient must not use the "cost plus a percentage of cost" and "percentage of construction costs" methods of contracting.

## § 200.325 Federal agency or pass-through entity review.

(a) The Federal agency or pass-through entity may review the technical specifications of proposed procurements under the Federal award if the Federal agency or pass-through entity believes the review is needed to ensure that the item or service specified is the one being proposed for acquisition. The recipient or subrecipient must submit the technical specifications of proposed procurements when requested by the Federal agency or pass-through entity. This review should take place prior to the time the specifications are incorporated into a solicitation document. When the recipient or subrecipient desires to

accomplish the review after a solicitation has been developed, the Federal agency or pass-through entity may still review the specifications. In those cases, the review should be limited to the technical aspects of the proposed purchase.

(b) When requested, the recipient or subrecipient must provide procurement documents (such as requests for proposals, invitations for bids, or independent cost estimates) to the Federal agency or pass-through entity for pre-procurement review. The Federal agency or pass-through entity may conduct a pre-procurement review when:

(1) The recipient's or subrecipient's procurement procedures or operation fails to comply with the procurement standards in this part;

(2) The procurement is expected to exceed the simplified acquisition threshold and is to be awarded without competition, or only one bid is expected to be received in response to a solicitation;

(3) The procurement is expected to exceed the simplified acquisition threshold and specifies a “brand name” product;

(4) The procurement is expected to exceed the simplified acquisition threshold, and a sealed bid procurement is to be awarded to an entity other than the apparent low bidder; or

(5) A proposed contract modification changes the scope of a contract or increases the contract amount by more than the simplified acquisition threshold.

(c) The recipient or subrecipient is exempt from the pre-procurement review in paragraph (b) of this section if the Federal agency or pass-through entity determines that its procurement systems comply with the standards of this part.

(1) The recipient or subrecipient may request that the Federal agency or pass-through entity review its procurement system to determine whether it meets these standards for its system to be certified. Generally, these reviews must occur where there is continuous high-dollar funding and third-party contracts are awarded regularly.

(2) The recipient or subrecipient may self-certify its procurement system. However, self-certification does not limit the Federal agency's or pass-through entity's right to review the system. Under a self-certification procedure, the Federal agency or pass-through entity may rely on written assurances from the recipient or subrecipient that it is complying with the standards of this part. The recipient or subrecipient must cite specific policies, procedures, regulations, or standards as complying with these requirements and have its system available for review.

## § 200.326 Bonding requirements.

The Federal agency or pass-through entity may accept the recipient's or subrecipient's bonding policy and requirements for construction or facility improvement contracts or subcontracts exceeding the simplified acquisition threshold. Before doing so, the Federal agency or pass-through entity must determine that the Federal interest is adequately protected. If such a determination has not been made, the minimum requirements must be as follows:

(a) A bid guarantee from each bidder equivalent to five percent of the bid price. The bid guarantee must consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of the bid, execute any required contractual documents within the specified timeframe.

(b) A performance bond on the contractor's part for 100 percent of the contract price. A performance bond is a bond executed in connection with a contract to secure the fulfillment of all the contractor's requirements under a contract.

(c) A payment bond on the contractor's part for 100 percent of the contract price. A payment bond is a bond executed in connection with a contract to assure payment as required by the law of all persons supplying labor and material in the execution of the work provided for under a contract.

## § 200.327 Contract provisions.

The recipient's or subrecipient's contracts must contain the applicable provisions described in Appendix II of this part.

This content is from the eCFR and is authoritative but unofficial.

# Title 2 —Federal Financial Assistance
## Subtitle A —Office of Management and Budget Guidance for Federal Financial Assistance
## Chapter II —Office of Management and Budget Guidance
## Part 200 —Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards

**Authority:** 31 U.S.C. 503; 31 U.S.C. 6101-6106; 31 U.S.C. 6307; 31 U.S.C. 7501-7507.
**Source:** 89 FR 30136, Apr. 22, 2024, unless otherwise noted.

## 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, 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 § 200.323.

(K) See § 200.216.

(L) See § 200.322.

*[78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75888, Dec. 19, 2014; 85 FR 49577, Aug. 13, 2020]*

**ITB 26-01 PRE BID**

City of Port Orange
1000 City Center Circle
Port Orange, FL 32129
Purchasing Division
purchdiv@port-orange.org

APRIL 24, 2026 12PM

PLEASE WRITE CLEARLY

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# ADDENDUM # 1
## APRIL 23, 2026

## ITB #26-01 DEMOLITION SERVICES FOR FEDERALLY FUNDED PROJECTS

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**To All Bidders:**

The following changes, clarifications and additions are hereby made part of the bidding and specifications for the above referenced project and prepared by the City of Port Orange Purchasing Division as fully and completely as if the same were fully set forth therein. It is the sole responsibility of bidder to confirm that all addenda have been received prior to submitting bid and acknowledge such in the bid documents.

**A. CHANGES TO ITB DOCUMENT:**

None

**B. REVISIONS:**

**Attachment No. 2 Scope of Work has been revised and uploaded on DemandStar and the City's website. The Document is titled "REVISED Attachment No. 2 Scope of Work".**

**C. CLARIFICATIONS:**

None

**D. QUESTIONS AND ANSWERS:**

None

**In all other respects, except as specifically stated herein, the subject ITB #26-01 DEMOLITION SERVICES FOR FEDERALLY FUNDED PROJECTS remains the same.**

**END OF ADDENDUM #1**

Rita Cooper
Buyer
rcooper@port-orange.org

CITY OF PORT ORANGE
PURCHASING DIVISION
1000 CITY CENTER CIRCLE
PORT ORANGE, FLORIDA 32129
TELEPHONE 386-506-5717
purchdiv@port-orange.org

# ADDENDUM # 2
## MAY 8, 2026

## ITB #26-01 DEMOLITION SERVICES FOR FEDERALLY FUNDED PROJECTS

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**To All Bidders:**

The following changes, clarifications and additions are hereby made part of the bidding and specifications for the above referenced project and prepared by the City of Port Orange Purchasing Division as fully and completely as if the same were fully set forth therein. It is the sole responsibility of bidder to confirm that all addenda have been received prior to submitting bid and acknowledge such in the bid documents.

**A. CHANGES TO ITB DOCUMENT:**

None

**B. REVISIONS:**

**Please REFER to the REVISED ATTACHMENT 1 SCHEDULE OF UNIT PRICING.**

**C. CLARIFICATIONS:**

The fence and shed at 5899 Trailwood Drive are to be removed.
The fence and shed at 798 Sugar House Drive are to be removed.
The white vinyl fence at 893 Sugar House Drive is to remain in place.
The decorative wall with embedded wine bottles at 893 Sugar House Drive is to be removed.
Existing trees 6” in diameter or greater are to be protected.
Concrete driveways and aprons are to be removed to the edge of curb at 798 and 893 Sugar House Drive.
Asphalt driveways in their entirety are to be removed at 5899 Trailwood Drive.
Canal walls are to be protected at 5899 Trailwood Drive.
5899 Trailwood Drive bridge embankment is to be knocked down and regraded so as not to exceed 4:1 slope.

**D. QUESTIONS AND ANSWERS:**

**Question #1**

Can you confirm the maximum safe vehicular weight of the bridge to be removed, including documentation?

**Answer #1**

- Total Weight: 40,000 pounds (20 tons) or 18 metric tonnes.
- Axle Distribution:
  - Front Axle: 8,000 lbs (4 tons / 3.6 tonnes).
  - Rear Axle: 32,000 lbs (16 tons / 14.4 tonnes).
- Axle Spacing: Fixed at 14 feet (approx. 4.27 meters).
- Wheel Spacing: 6 feet center-to-center between wheels on the same axle

**Question #2**

We would like to request clarification on the requirements and process for obtaining the necessary Business Tax Receipts and contractor registrations for an out-of-state company. Specifically, we would appreciate guidance on the following:

- Whether registration as a foreign entity with the State of Florida (Sunbiz) is required prior to applying for a Business Tax Receipt
- Whether both Volusia County and City of Port Orange Business Tax Receipts are required
- The general application process and required documentation for each
- Whether this process can be initiated prior to contract award. We are seeking to ensure full compliance with all applicable local, county, and state requirements.

**Answer #2**

A City of Port Orange business tax receipt is only required if you have a home-based or commercial business location within Port Orange jurisdiction. This can be applied for online, through our portal, the link can be found below if needed. After you sign in, click on 'My Portal' and then 'Apply Online' where you can start filling out the application through our online system.
SmartGov Portal Link: https://ci-portorange-fl.smartgovcommunity.com/Public/Home

- To register as a contractor in our system, we require a copy of the current Certificate of Insurance, Worker's Compensation (or exemption), and the Business Tax Receipt for the business's primary jurisdiction.
- Sunbiz registration is typically required prior to business tax receipt approval, unless there is no DBA and business name is only the legal first and last name of the business owner.
- Volusia County no longer requires a separate business tax receipt, as of 2024.
- The business tax receipt application is available through our online portal, and we have our old paper applications available as well. For the documents, we require either the fictitious name registration, LLC, or articles of incorporation. If a state license is required for the business (contractor's are licensed through DBPR) we required a copy of the state license as well. If it is a commercial location, we require a floor plan showing where the exits are. If it is home-based we require proof of residency.

**Question #3**

If the house is on city sewer and water will the city be doing the disconnects or will the contractor?

**Answer #3**

The contractor will need to coordinate with Public Utilities. Public Utilities will turn off the water and remove the meter, but the contractor will need to remove the water and sewer laterals up to the point of connection to the city's system.

**Question #4**
Inside of the schedule of unit pricing, item #11. Is this to be applied to the total amount of debris (including trucking) leaving the jobsite?

**Answer #4**
This is only for restoration of the ground and does not include the price to remove or haul away the debris.

**Question #5**
Will you be requiring turbidity barrier during the removal of the bridge?

**Answer #5**
Yes

**Question #6**
Do you want the bridge pilings removed in their entirety?

**Answer #6**
Yes

**Question #7**
We would like to request clarification on the requirements and process for obtaining the necessary Business Tax Receipts and contractor registrations for an out-of-state company. Specifically, we would appreciate guidance on the following:

**Answer #7**

**Please note : A city of Port Orange business tax receipt is only required if you have a home-based or commercial business location within Port Orange jurisdiction. If you do not have a home-based or commercial business location within Port Orange none of the answers below apply.**

- Whether registration as a foreign entity with the State of Florida (Sunbiz) is required prior to applying for a Business Tax Receipt
  Answer: Sunbiz registration is typically required prior to business tax receipt approval, unless there is no DBA and business name is only the legal first and last name of the business owner.

- Whether both Volusia County and City of Port Orange Business Tax Receipts are required
  Answer: Volusia County no longer requires a separate business tax receipt, as of 2024.

- The general application process and required documentation for each
  Answer: Business Tax application process - This can be applied for online, through our portal, the link can be found below if needed. After you sign in, click on 'My Portal' and then 'Apply Online' where you can start filling out the application through our online system.
  SmartGov Portal Link: https://ci-portorange-fl.smartgovcommunity.com/Public/Home

  To register as a contractor in our system, we require a copy of the current Certificate of Insurance, Worker's Compensation (or exemption), and the Business Tax Receipt for the business's primary jurisdiction.

  The business tax receipt application is available through our online portal, and we have our old paper applications available as well. For the documents, we require either the fictitious name registration, LLC, or articles of incorporation. If a state license is required for the business (contractor's are licensed through DBPR) we required a copy of the state license as well. If it is a commercial location, we require a floor plan showing where the exits are. If it is home-based we require proof of residency.

- Whether this process can be initiated prior to contract award
  Answer – the process can be initiated prior to contract award

**Question #8**
Could you also clarify if out-of-state bidders may submit their current home-state Business Tax Receipt with the bid package?
**Answer #8**
Answer – Yes, out-of-state bidders may submit their current home-state Business Tax Receipt with the bid package

**Question #9**
I also just wanted to express some concern over the 2 scenarios provided if they are going to be used to evaluate bids. The concerning part is that they list 600 C.Y. of concrete flatwork. Every house that we walked during the walkthrough would be lucky to have 120 C.Y. of concrete debris a piece. This discrepancy has the ability to throw bids, that might otherwise be cheaper, out if they are higher on concrete removal. I would recommend that a more accurate amount of concrete debris be assumed to insure accurate bids.
**Answer #9**
Please refer to the Revised Attachment 1 Schedule of Unit Pricing

**Question #10**
Is this contract just for the demolition of the 3 properties that were visited on 4/27/26
**Answer #10**
This contract is for any demolition project that utilizes federal funding in the next 5 years.

**Question #11**
Seen no bid bond required is that true
**Answer #11**
A bid bond is required as stated in the Legal Notice to Bidders and in Section 6 of the ITB.

**Question #12**

Is there a budget for the demolition of the 3 homes or for them individually

**Answer #12**

The City has an established budget, but to ensure fair and competitive process, the City encourages bidders to provide their best value without aiming for a specific, pre-determined number.

**In all other respects, except as specifically stated herein, the subject ITB #26-01 DEMOLITION SERVICES FOR FEDERALLY FUNDED PROJECTS remains the same.**

**END OF ADDENDUM #2**

Rita Cooper
Buyer
rcooper@port-orange.org

RECLAIM

BID SUBMISSION

# Demolition Services For Federal Projects

INVITATION TO BID No. 26-01

PREPARED FOR

**City of Port Orange Purchasing Division**

1000 City Center Circle, Port Orange, FL 32129

SUBMITTED BY

**Reclaim Company, LLC**

120 Airport Road, Suite 1B, Palm Coast, FL 32164

CGC License No. CGC1534954 | Federal Tax ID: 26-0627949

May 15, 2026

# SECTION 7 – REQUIRED FORMS

## FORM 7.1 – BID SUBMITTAL CHECKLIST

✓ Form 7.2 – Bidder's Acknowledgement

✓ Form 7.3 – Addendum and Change Order Procedure Acknowledgement

✓ Form 7.4 – Drug Free Preference Statement

✓ Form 7.5 – Public Entity Crimes Statement

✓ Form 7.6 – Anti-Collusion

✓ Form 7.7 – Statement of Bidder's Qualifications

✓ Form 7.8 – Professional References for Previous Experience

✓ Form 7.9 – List of Subcontractors

✓ Form 7.10 – Scrutinized Companies Certification

✓ Form 7.11 – E-Verify Affidavit

✓ Form 7.12 – Debarment, Suspension and Other Responsibility Matters

✓ Form 7.13 – Affidavit of Compliance With F.S. 287.138

✓ Form 7.14 – No Bid Response

✓ Form 7.15 Hold Harmless and Indemnity Agreement

✓ Form 7.16– COMPLIANCE WITH 2 C.F.R. §200.321

✓ FORM 7.17 AFFIDAVIT ATTESTING TO NONCOERCIVE CONDUCT FOR LABOR OR SERVICES

✓ APPENDIX A – 44 C.F.R. PART 18 CERTIFICATION REGARDING LOBBYING

✓ (Attachment 1) – Schedule of Unit Pricing

✓ Current Bonding Capacity Letter (as outlined in Section 6)

✓ Copy of all currently held Licenses (Contractor, Sunbiz, etc.)

✓ Current Tax Receipt of Bidder's municipality

✓ Original Bid Bond or certified check or bank draft (as outlined in Section 6)

✓ Submission of one (1) original marked "ORIGINAL" and one (1) digital (flash drive) version in PDF format

BY: Reclaim Company, LLC
Name of Business

Authorized Signature

5/11/2026
Date

*This document must be completed and returned with your Submittal*

## FORM 7.2 – BIDDER'S ACKNOWLEDGEMENT

I have carefully examined the Invitation to Bid (ITB), Instructions to Bidders, General and/or Special Conditions, Specifications and any other documents accompanying or made a part of this invitation.

I hereby propose to furnish the goods or services specified in the ITB at the prices or rates as finally negotiated. I agree that my bid will remain firm for a period of up to one-hundred-twenty (120) days in order to allow the City of Port Orange adequate time to evaluate the proposed bid. Furthermore, I agree to abide by all conditions of the ITB.

I certify that all information contained in the bid is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this bid on behalf of the Bidder/Contractor as its act and deed and that the Bidder/Contractor is ready, willing and able to perform if awarded the contract.

I further certify that this bid is made without prior understanding, contract, connection, discussion or collusion with any person, firm or corporation submitting a bid for the same product or service; no officer, employee or agent of the City of Port orange City Council or of any other Bidder interested in said ITB; and that the undersigned executed this Bidder's Acknowledgement with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

I further certify that having read and examined the specifications and documents for the designated services and understanding the general conditions for the contract under which services will be performed, does hereby propose to furnish all labor, equipment and material to provide the services set forth in the ITB.

I hereby declare that the following listing states any clarifications, any and all variations from and exceptions to the requirements of the specifications and documents. The undersigned further declares that the "work" will be performed in strict accordance with such requirements and understands that any exceptions to the requirements of the specifications and documents may render the bid non-responsive.

**NO EXCEPTIONS ALLOWED AFTER THE BID IS SUBMITTED:**

**Please check one:** ☒I take NO exceptions. ☐Exceptions (list below; add additional pages if necessary):

Reclaim Company, LLC
Name of Business

Authorized Signature

Robert J Williams III, President
Printed Name and Title

26-0627949
Federal Identification No.

120 Airport Rd., Suite 1B
Mailing Address

Palm Coast, FL 32164
City, State & Zip Code

386-488-3979
Telephone Number

brandon@reclaimco.com
E-mail Address

STATE OF: West Virginia COUNTY OF: Marion

The foregoing instrument was acknowledged before me by means of ☑physical presence or ☐online notarization, this

12 day of May, 2026, by Robert J. Williams III and who:

☑Is personally known to me; or ☐ has produced _____ as identification.

Eliza Cercone-VanGilder Notary Public, State of West Virginia
*Printed, typed or stamped name, commission and expiration:*

OFFICIAL SEAL
NOTARY PUBLIC
STATE OF WEST VIRGINIA
Eliza Cercone-VanGilder
Reclaim Company
200 8th Street, Fairmont, WV 26554
My Commission Expires May 28, 2029

*This document must be completed and returned with your Submittal*

## FORM 7.3 – ADDENDUM AND CHANGE ORDER PROCEDURE ACKNOWLEDGEMENT

**ADDENDUM ACKNOWLEDGEMENT**

I have carefully examined the Invitation to Bid (ITB), Instructions to Bidders, General and/or Special Conditions, Specification and any other documents accompanying or made a part of this ITB.

I acknowledge receipt and incorporation of the following addenda and the cost, if any, of such revisions has been included in the price of the bid proposal.

Addendum# 1 Date: 4/23/2026 Addendum#_____ Date:_____

Addendum# 2 Date: 5/8/2026 Addendum#_____ Date:_____

**CHANGE ORDER PROCEDURE ACKNOWLEDGEMENT**

If awarded the Contract for this Solicitation, I acknowledge that no oral statement of any person shall modify or otherwise change or affect the terms, conditions or specifications stated in the resulting contract. All change order requests shall be made in writing by the Contractor for review by the Contract Administrator for the City of Port Orange. No work shall be performed as set forth in the change order until the Contractor receives an executed Purchase Order for the requested change.

I acknowledge the above statements regarding Addendum Acknowledgement and Change Order Procedures:

Reclaim Company, LLC
Name of Business

Authorized Signature

Robert J Williams III, President
Printed Name and Title

STATE OF: West Virginia COUNTY OF: Marion

The foregoing instrument was acknowledged before me by means of ☑physical presence or ☐online notarization, this

12 day of May, 2026, by Robert J. Williams III and who:

☑is personally known to me; or ☐ has produced _____ as identification.

Eliza Cercone-VanGilder Notary Public, State of West Virginia
*Printed, typed or stamped name, commission and expiration:*

OFFICIAL SEAL
NOTARY PUBLIC
STATE OF WEST VIRGINIA
Eliza Cercone-VanGilder
Reclaim Company
200 9th Street, Fairmont, WV 26554
My Commission Expires May 28, 2029

***This document must be completed and returned with your Submittal***

## FORM 7.4 – DRUG-FREE PREFERENCE STATEMENT

IDENTICAL TIE BIDS – Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids, proposals, statements or replies are equal with respect to price, quality and service are received by the City for procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied Bidders have a drug-free workplace program.

In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation and employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are under a 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 the 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 of chapter 893 or of any controlled substance the law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

5. Impose a sanction on or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by an employee who is so convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of Section 287.087, Florida Statutes.

As an authorized representative of the firm, I certify that this firm complies fully with the above requirements.

Reclaim Company, LLC
Name of Business

Authorized Signature

Robert J Williams III, President
Printed Name and Title

STATE OF: West Virginia COUNTY OF: Marion

The foregoing instrument was acknowledged before me by means of ☑physical presence or ☐online notarization, this 12 day of May, 2026, by Robert J. Williams III and who:

☑Is personally known to me; or ☐ has produced _____ as identification.

Eliza Cercone-VanGilder Notary Public, State of West Virginia
*Printed, typed or stamped name, commission and expiration:*

OFFICIAL SEAL
NOTARY PUBLIC
STATE OF WEST VIRGINIA
Eliza Cercone-VanGilder
Reclaim Company
200 8th Street, Fairmont, WV 26554
My Commission Expires May 29, 2029

***This document must be completed and returned with your Submittal***

## FORM 7.5 – SWORN STATEMENT ON PUBLIC ENTITY CRIMES

**UNDER SECTION 287.133(3)(A), FLORIDA STATUTES**

(To be signed in the presence of a notary public or other authorized to administer oaths.)

Before me, the undersigned Authority, personally appeared affiant Robert J Williams III, who, being by me first duly sworn, made the following statement:

1. The business address of 120 Airport Rd., Suite 1B, Palm Coast, FL 32164 (name of Offeror or business) is Reclaim Company, LLC.
2. My relationship to Reclaim Company, LLC (name of Offeror or business) is President (relationship such as sole proprietor, partner, president, vice president.)
3. I understand that a public entity crime as defined in Section 287.133 of the Florida Statutes includes 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 in Florida or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any proposal or contract for goods or services to be provided to any public entity or such and agency or political subdivision and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy or material misrepresentation.
4. I understand that "convicted" or "conviction" is defined by the Florida Statutes to mean a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilt or nolo contendere.
5. I understand that "affiliate" is defined by the Florida Statutes to mean (1) a predecessor or successor of a person or a corporation 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, or (3) those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate, or (4) a person or corporation who knowingly entered into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months.
6. Neither the Offeror or contractor, nor any officer, director, executive, partner, shareholder, employee, member or agent who is active in the management of the Offeror or contractor, nor any affiliate of the Offeror or contractor has been convicted of a public entity crime subsequent to July 1, 1989. **(Draw a line through paragraph 6 if paragraph 7 below applies.)**
7. There has been a conviction of a public entity crime by the Offeror or contractor, or an officer, director, executive, partner, shareholder, employee, member or agent of the Offeror or contractor who is active in the management of the Offeror or contractor or an affiliate of the Offeror or contractor. A determination has been made pursuant to Section 287.133(3) by order of the Division of Administrative Hearings that it is not in the public interest for the name of the convicted person or affiliate to appear on the convicted Bidder list. The name of the convicted person or affiliate is: _____. A copy of the order of the Division Administrative Hearing is attached. **(Draw a line through paragraph 7 if paragraph 6 above applies)**

Reclaim Company, LLC
Name of Business

Authorized Signature

Robert J Williams III, President
Printed Name and Title

STATE OF: West Virginia

COUNTY OF: Marion

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization, this 12 day of May, 2026, by Robert J. Williams III and who:

☑ is personally known to me; or ☐ has produced _____ as identification.

Eliza Cercone-VanGilder
*Printed, typed or stamped name, commission and expiration:*

Notary Public, State of West Virginia

OFFICIAL SEAL
NOTARY PUBLIC
STATE OF WEST VIRGINIA
Eliza Cercone-VanGilder
Reclaim Company
200 8th Street, Fairmont, WV 26554
My Commission Expires May 26, 2029

*This document must be completed and returned with your Submittal*

**FORM 7.6 – ANTI-COLLUSION**

By signing this form, the Bidder agrees that this bid is made without any other understanding, agreement or connection with any person, corporation or firm submitting a bid for the same purpose and that the bid is in all respects fair and without collusion or fraud.

SIGN in ink in the space provided below. Unsigned bids will be considered incomplete and will be disqualified and rejected.

IT IS AGREED BY THE UNDERSIGNED BIDDER THAT THE SIGNING AND DELIVERY OF THE BID REPRESENTS THE BIDDER'S ACCEPTANCE OF THE TERMS AND CONDITIONS OF THE FOREGOING SPECIFICATIONS, CONTRACT AND PROVISION, AND IF AWARDED, THIS CONTRACT WILL REPRESENT THE AGREEMENT BETWEEN THE BIDDERS AND THE CITY OF PORT ORANGE.

NAME OF FIRM: Reclaim Company, LLC

SIGNED BY: _____

(MUST BE SIGNED BY A COMPANY OFFICER OR AUTHORIZED AGENT)

PRINTED SIGNATURE: Robert J Williams III

TITLE: President

ADDRESS: 120 Airport Rd., Suite 1B

CITY, STATE AND ZIP CODE: Palm Coast, FL 32164

TELEPHONE: 386-488-3979

F.E.I.N.: 26-0627949

**NO** bid may be withdrawn for a period of one-hundred-twenty (120) days subsequent to the submittal of the bids without the consent of the City of Port Orange.

***This document must be completed and returned with your Submittal***

## FORM 7.7 – STATEMENT OF BIDDER'S QUALIFICATIONS

The undersigned warrants that he or she is duly authorized to complete this document, and hereby affirms that the information contained in Form 7.7 is complete, true and correct to the best of his or her knowledge and belief. If necessary, question may be answered on separate paper and attached with any additional information that may be pertinent.

A. Name of Bidder: Reclaim Company, LLC

B. Permanent main office address: 200 8th St., Fairmont, WV 26554

C. Date organized: July 7, 2007

D. If a corporation, where incorporated: _____

E. How many years have you been engaged in the business under your present firm or trade name? 18

F. Contracts on hand: (List these, showing amount of each contract and the approximate anticipated dates of completion.) **USE SEPARATE SHEET & ATTACH TO SUBMITTAL**

G. General character of work performed by your company: Demolition, Asbestos Abatement

H. Have you ever failed to complete any work awarded to you? If so, where and why? No

I. Have you ever defaulted on a contract? If so, where and why? No

J. List your major equipment currently owned or leased: **USE SEPARATE SHEET & ATTACH TO SUBMITTAL**

K. Background and experience of the principal members of your organization, including the officers: USE **SEPARATE SHEET & ATTACH TO SUBMITTAL**

L. Credit currently available: $_____

M. Give bank name, contact name and phone number: _____

Will you, upon request, fill out a detailed financial statement and furnish any other information that may be required by the Owner? ☒Yes☐No

The undersigned hereby authorizes and requests any person, firm or corporation to furnish any information requested by the Owner in verification of the recitals compromising the Statement of Bidder's Qualifications.

Reclaim Company, LLC
Name of Business

Authorized Signature

Robert J Williams III, President
Printed Name and Title

STATE OF: West Virginia

COUNTY OF: Marion

The foregoing instrument was acknowledged before me by means of ☑physical presence or ☐online notarization, this 12 day of May, 2026, by Robert J. Williams and who:

☑is personally known to me; or ☐ has produced _____ as identification.

Eliza Cercone-VanGilder Notary Public, State of West Virginia
*Printed, typed or stamped name, commission and expiration:*

OFFICIAL SEAL
NOTARY PUBLIC
STATE OF WEST VIRGINIA
Eliza Cercone-VanGilder
Reclaim Company
200 8th Street, Fairmont, WV 26554
My Commission Expires May 28, 2029

***This document must be completed and returned with your Submittal***

**FORM 7.8 – PROFESSIONAL REFERENCES FOR PREVIOUS EXPERIENCE**

The Bidder proposes that they are qualified to perform the referenced work and has successfully done so on recent projects similar in nature and size. The City reserves the right to check references and confirm information provided herein. **Please provide three (3) current and correct references from clients for similar services. (DO NOT include the City of Port Orange.)**

1. Company Name: City of Fairmont
   Contact Person: Scott Jolliff
   City, State: Fairmont, WV
   Telephone Number: 304-366-6212 ext. 303
   Email Address: sjolliff@fairmontwv.gov
   Description of goods/services provided: Demolition, debris removal and site restoration. (Multi-year)
   Contract Amount: $478,188.00 (Unit Price)
   Start/End Date of Contract: November 2021 - March 2025
2. Company Name: City of Morgantown
   Contact Person: Drew Cantis
   City, State: Morgantown, WV
   Telephone Number: 304-692-8242
   Email Address: ddcantis@morgantownwv.gov
   Description of goods/services provided: Asbestos abatement, demolition and site restoration (58 structures)
   Contract Amount: $548,500.00
   Start/End Date of Contract: September 2024 - March 2025
3. Company Name: Christel Construction / Fort Myers Housing Authority
   Contact Person: Susan Sturgill
   City, State: Fort Myers, FL
   Telephone Number: 239-994-4554
   Email Address: ssturgill@christelconstruction.com
   Description of goods/services provided: Asbestos abatement, demolition and site restoration. (11-story housing authority tower)
   Contract Amount: $2,025,994.21
   Start/End Date of Contract: June 2025 - January 2026

## FORM 7.9 – LISTING OF SUBCONTRACTORS

The Bidder proposes that the following subcontractors are qualified to perform the referenced work and have successfully done so on recent projects similar in nature and size. All subcontractors whose work product accounts for 5% or more of the total contract value shall be listed. Upon approval of subcontractors listed, the successful **Bidder shall not substitute subcontractors without approval from the City Representative**. Bidder shall attach additional sheets as necessary.

Subcontractor No. 1

Name: AMRC

Description of Work: Asbestos Abatement

Percent of Contract Price: TBD

Previous Experience Together: ☒Yes ☐No

Subcontractor No. 2

Name: _____

Description of Work: _____

Percent of Contract Price: _____

Previous Experience Together: ☐Yes ☐No

Subcontractor No. 3

Name: _____

Description of Work: _____

Percent of Contract Price: _____

Previous Experience Together: ☐Yes ☐No

Subcontractor No. 4

Name: _____

Description of Work: _____

Percent of Contract Price: _____

Previous Experience Together: ☐Yes ☐No

Subcontractor No. 5

Name: _____

Description of Work: _____

Percent of Contract Price: _____

Previous Experience Together: ☐Yes ☐No

**FORM 7.10 SCRUTINIZED COMPANIES CERTIFICATION**

***(To be signed in the presence of a notary public or other officer authorized to administer oaths.)***

**SCRUTINIZED COMPANIES CERTIFICATION PURSUANT TO SECTION 287.135, FLORIDA STATUTES**

I, Robert J Williams III, President, on behalf
(Print Name and Title)

of Reclaim Company, LLC ("Company"), certify that Reclaim Company, LLC
(Company Name) (Company Name)

does not:
1. Participate in a boycott of Israel; and
2. Is not on the Scrutinized Companies with Boycott Israel List; and
3. Is not on the Scrutinized Companies with Activities in Sudan List; and
4. Is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; and
5. Has not engaged in business operations in Syria.

Submitting a false certification shall be deemed a material breach of contract. The City of Port Orange shall provide notice, in writing, to the Company of the City's determination concerning the false certification. The Company shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If the Company does not demonstrate that the City's determination of false certification was made in error, then the City shall have the right to terminate the contract and seek civil remedies pursuant to Florida Statute § 287.135.

Section 287.135, Florida Statutes prohibits the City from: 1) Contracting with companies for goods or services in any amount if at the time of bidding on, submitting a proposal for, or entering into or renewing a contract if the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, F.S. or is engaged in a boycott of Israel; and 2) Contracting with companies for goods or services over $1,000,000.00 that are on either the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473, or are engaged in business operations in Syria.

As the person authorized to sign on behalf of the Company, I hereby certify that the company identified above in the section entitled "Company Name" does not participate in any boycott of Israel, is not listed on the Scrutinized Companies that Boycott Israel List, is not listed on either the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List and is not engaged in business operations in Syria. I understand that pursuant to Section 287.135, Florida Statutes, the submission of a false certification may subject the company to civil penalties, attorney's fees, and/or costs. I further understand that any contract with the City for goods or services may be terminated at the option of the City if the company is found to have submitted a false certification or has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

Reclaim Company, LLC
COMPANY NAME

SIGNATURE

Robert J Williams III
PRINT NAME

President
TITLE

STATE OF ~~FLORIDA~~ West Virginia

COUNTY OF: Marion

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization, this 12 day of May, 2026, by Robert J. Williams III and who:

☑ is personally known to me; or ☐ has produced _____ as identification.

_____ Notary Public, State of West Virginia
*Printed, typed or stamped name, commission and expiration:*

OFFICIAL SEAL
NOTARY PUBLIC
STATE OF WEST VIRGINIA
Eliza Cercone-VanGilder
Reclaim Company
200 8th Street, Fairmont, WV 26554
My Commission Expires May 28, 2029

***This document must be completed and returned with your submittal***

**FORM 7.11 – E-VERIFY AFFIDAVIT**

# CITY OF PORT ORANGE

## CONTRACTOR E-VERIFY AFFIDAVIT

## IN ACCORDANCE WITH SECTION 448.095, FLORIDA STATUTES

Project Name: DEMOLITION SERVICES FOR FEDERALLY FUNDED PROJECTS

Solicitation Number: ITB 26-01

**I, the undersigned hereby certify that** Reclaim Company, LLC **(insert contractor company name) does not employ, contract with or subcontract with an unauthorized alien, and is otherwise in full compliance with Section 448.095, Florida Statutes.**

I acknowledge that it is my responsibility to ensure full compliance with Section 448.095, Florida Statutes. I am aware enrollment in the E-Verify system for employers can be done at www.e-verify.gov.

**A true and correct copy of** Reclaim Company, LLC **(insert contractor company name) proof of registration in the E-Verify system is attached to this Affidavit.**

By affixing my signature below, I hereby affirm that I am duly authorized to bind the company reference herein and I will comply with all applicable E-Verify requirements.

Robert J Williams III, President
Print or Type Name, Title

Signature of Affiant

26-0627949
Federal Employer ID Number (FEIN)

2287340
E-Verify Number

STATE OF ~~FLORIDA~~ West Virginia

COUNTY OF: Marion

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization, this 12 day of May, 2026, by Robert J. Williams III and who:

☑ is personally known to me; or ☐ has produced _____ as identification.

Notary Public, State of West Virginia

*Printed, typed or stamped name, commission and expiration:*

OFFICIAL SEAL
NOTARY PUBLIC
STATE OF WEST VIRGINIA
Eliza Cercone-VanGilder
Reclaim Company
200 8th Street, Fairmont, WV 26554
My Commission Expires May 28, 2029

***This document to be completed and returned with your Submittal***

**FORM 7.12 – CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS**

## Primary Covered Transactions

**(To be completed by Prime Contractor)**

1. The prospective participant certifies to the best of its knowledge and belief that it and its principals:
   (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by and Federal department or agency;
   (b) Have not within a three-year period preceding this proposal bee convicted for had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft forgery, bribery, falsification or destruction of records, making false statement or receiving stolen property.
   (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 1. (b) of this certification;
   (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

| | |
|---|---|
| Reclaim Company, LLC | ITB 26-01 |
| Organization Name | Bid Number or Project Name |
| Robert J Williams III, President | 5/11/2026 |
| Name and Title of Authorized Representative | Signature Date |

***This document must be completed and returned with your Submittal***

**FORM H**

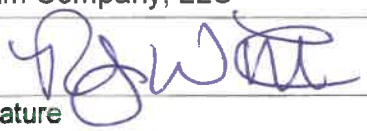
**Certification Regarding**
**Debarment, Suspension, Ineligibility**
**And Voluntary Exclusion**

**Subcontractor Covered Transactions**

The prospective subcontractor, Reclaim Company, LLC, of the Sub-Recipient certifies, by submission of this document, that neither it, its principals, nor affiliates are presently debarred, suspended, proposed for debarment, declared ineligible, voluntarily excluded, or disqualified from participation in this transaction by any Federal department or agency.

**SUBCONTRACTOR**

Reclaim Company, LLC

By: 
Signature

Robert J Williams III, President
Name and Title

120 Airport Rd., Suite 1B
Street Address

Palm Coast, FL 32164
City, State, Zip

5/11/2026
Date

**City of Port Orange**
Sub-Recipient's Name

**H1201**
DEM Contract Number

**4734-002-R**
FEMA Project Number

*This document must be completed and returned with your Submittal*

## FORM 7.13 – AFFIDAVIT OF COMPLIANCE WITH SECTION 287.138, FLORIDA STATUTES

### AFFIDAVIT OF COMPLIANCE WITH SECTION 287.138, FLORIDA STATUTES CONTRACTING WITH FOREIGN ENTITIES OF CONCERN

The undersigned ("Affiant"), on behalf of the entity listed below ("Entity"), hereby attests under penalty of perjury as follows:

1. Affiant is the President (Title) of Reclaim Company, LLC (Business Name) which does business in the State of Florida, hereinafter called the "Entity".
2. Entity is not owned by the government of a foreign country of concern, as defined in Section 287.138 (1)(c), Florida Statutes.
3. The government of a foreign country of concern does not have a controlling interest in Entity, as defined in Section 287.138 (1)(a), Florida Statutes.
4. Entity is not organized under the laws of, and does not have a principal place of business in, a foreign country of concern.
5. Entity is not owned or controlled by the government of a foreign country of concern.
6. For purposes of this affidavit, a foreign country of concern means the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolas Maduro, or the Syrian Arab Republic, including any agency of or any other entity of significant control of such foreign country of concern, as defined in Section 287.138(1)(c), Florida Statutes.

The undersigned is authorized to execute this affidavit on behalf of the Entity.

Date: May 11th, 2026 Signed: _____

Entity: Reclaim Company, LLC Name: Robert J Williams III

Title: President

STATE OF: West Virginia COUNTY OF: Marion

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization, this 12 day of May, 2026, by Robert J. Williams III and who:

☑ is personally known to me; or ☐ has produced _____ as identification.

_____

Notary Public, State of ~~Florida~~ WV at Large:
*Printed Name/Seal of Notary, Commission and Expiration Date:*

OFFICIAL SEAL
NOTARY PUBLIC
STATE OF WEST VIRGINIA
Eliza Carolee VanGilder
Reclaim Company
200 8th Street, Fairmont, WV 26554
My Commission Expires May 28, 2029
(seal)

My commission expires: May 28, 2029

***This document must be completed and returned with your Submittal***

# FORM 7.15 HOLD HARMLESS AND INDEMNITY AGREEMENT

Reclaim Company, LLC, (hereinafter "Contractor"), agrees through the signing of this document by an authorized party or agent that Contractor shall be liable for any loss of, or damage to, City property caused by the negligence, recklessness, or intended wrongful misconduct of Contractor, his/its agents, servants and employees and it shall indemnify and hold harmless the City of Port Orange, and its agents, employees, and public officials from and against all actions, proceedings, claims, demands, costs, damages and expenses, including attorney's fees, by reason of any suit or action brought for any actual or alleged injury to or death of any person or damage to property other than City property, arising out of or incidental to the performance of this contract or work performed thereunder, whether or not due to or caused by the negligence of the City of Port Orange, its agents, employees, and public officials.

To the fullest extent permitted by law, in addition to the express duty to indemnify City when there is any causal connection between Contractor's work and any injury, loss, damage, death or property damage, Contractor expressly undertakes a duty to defend City as a separate duty, independent of and broader than the duty to indemnify. The duty to defend agreed to by Contractor hereby expressly includes all costs of litigation, attorney's fees, settlement costs and reasonable expenses in connection with the litigation, whether or not the claims made for loss, injury, damage or property damage are valid or groundless and regardless of whether the defense of City is maintained by the City or assumed by Contractor as long as the claims made could be causally connected to Contractor as reasonably determined by City.

This provision shall also pertain to any claims brought against the City of Port Orange, its agents, employees, and public officials by an employee of the named Contractor, any Sub-contractor, or anyone directly or indirectly employed by any of them.

Indemnification for Grant Funded Projects. Contractor shall indemnify, defend and hold harmless the City, Florida Department of Emergency Management (FDEM), its employees and/or their contractors and the government of the United States, its employees and/or their contractors (U.S.), from and against all claims, damages, losses, and expenses, including, but not limited to, attorney's fees arising out of, resulting from, or incident to Contractor's performance of its obligations in whole or part of this Agreement, unless such injury or damage is occasioned solely by the fault, negligence, or willful misconduct of the City, FDEM, or US.

In all claims against City, FDEM or U.S., Contractor's indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation or any benefits payable by or for Contractor, or its employees, agents, or subcontractors.

CONTRACTOR

5/11/2026

DATE

***This Form Must Be Completed and Returned with your Submittal.***

## FORM 7.16 – COMPLIANCE WITH 2 C.F.R. §200.321

Contracting with small and minority business enterprises (MBEs), women's business enterprises (WBEs), veteran-owned businesses (VOBs), and labor surplus area firms (LSAFs)

The undersigned bidder hereby certifies that Reclaim Company, LLC has taken
*(Name of Business)*
the next affirmative steps, if subcontractors are to be used, to ensure that MBEs/WBEs/VOBs/LSAFs are used, whenever possible:

i. Placing qualified MBEs/WBEs/VOBs/LSAFs enterprises on solicitation lists;

ii. Assuring that MBEs/WBEs/VOBs/LSAFs are solicited whenever they are potential sources;

iii. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by MBEs/WBEs/VOBs/LSAFs (however, this requirement does not authorize the City to break a single project down into smaller components in order to circumvent the micro-purchase or small purchase thresholds so as to utilize streamlined acquisition procedures (e.g. "project splitting");

iv. Establishing delivery schedules, where the requirement permits, which encourage participation by MBEs/WBEs/VOBs/LSAFs; and

v. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

The requirement outlined above does not impose an obligation to set aside either the award of a subcontract to MBEs/WBEs/VOBs/LSAFs. Rather, the requirement only encourages carrying out and documenting the affirmative steps identified above.

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

*Signature of Contractor's Authorized Official*

Robert J Williams III, President
*Name & Title of Contractor's Authorized Official*

Date: 5/11/2026

***This document must be completed and returned with your Submittal***

**FORM 7.17 AFFIDAVIT ATTESTING TO NONCOERCIVE CONDUCT FOR LABOR OR SERVICES**

Effective July 1, 2024, Section 787.06, Florida Statutes, a nongovernmental entity executing, renewing, or extending a contract with a governmental entity is required to provide an affidavit, signed by an officer or a representative of the nongovernmental entity under penalty of perjury, attesting that the nongovernmental entity does not use coercion for labor or services as defined in Section 787.06(2)(a), Florida Statutes.

By signing below, **I hereby affirm under penalty of perjury that**:

1. I have read Section 787.06, Florida Statutes, and understand that this affidavit is provided in compliance with the requirement that, upon execution, renewal, or extension of a contract between a nongovernmental entity and a governmental entity, the nongovernmental entity must attest to the absence of coercion in labor or services.

2. I am an officer or representative of Reclaim Company, LLC, a nongovernmental entity.

3. Reclaim Company, LLC does not use coercion for labor or services as defined in the relevant section of the law.

In the presence of:

Witness #1 Print Name: Christopher Evans

Witness #2 Print Name: Winter Molnar

**Under penalties of perjury, I declare that I have read the foregoing and the facts stated in it are true:**

Print Name: Robert J. Williams III

Title: President

Entity Name: Reclaim Co

**OATH OR AFFIRMATION**

State of ~~Florida~~ West Virginia
County of Marion

Sworn to (or affirmed) and subscribed before me by means of ☑ physical presence or ☐ online notarization, this 12 day of May, 2026, by Robert J. Williams III (name of person) as President (type of authority) for Reclaim Company, LLC (name of party on behalf of whom instrument is executed).

OFFICIAL SEAL
NOTARY PUBLIC
STATE OF WEST VIRGINIA
Eliza Cercone-VanGilder
Reclaim Company
200 8th Street, Fairmont, WV 26554
My Commission Expires May 28, 2029

Notary Public (Print, Stamp, or Type as Commissioned)

☑ Personally known to me; or
_____ Produced identification (Type of Identification: _____)
_____ Did take an oath; or
_____ Did not take an oath

*This document must be completed and returned with your Submittal*

## APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING Certification for Contracts, Grants, Loans, and Cooperative Agreements

***(Required for each bid or offer exceeding $100,000)***

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

1. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

The Contractor, Reclaim Company, LLC, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.



*Signature of Contractor's Authorized Official*

Robert J Williams III, President

*Name & Title of Contractor's Authorized Official*

Date: 5/11/2026

***This document must be completed and returned with your Submittal***

[ATTACHMENT 1] SCHEDULE OF UNIT PRICING

CITY OF PORT ORANGE

ITB #26-01

DEMOLITION CONTRACTOR SERVICES FOR FEDERALLY FUNDED PROJECTS

Completed (Attachment 1) Schedule of Unit Pricing MUST be included with Bid Submission

Instruction to save Attachment from DemandStar website:
Perform "File Save As" and save spreadsheet to your computer. Fill in pricing in highlighted cells, preferably electronically.

**Bidders are required to complete all fields shaded in green. All other fields will be automatically calculated.**

**(ATTACHMENT 1) SCHEDULE OF UNIT PRICING MUST BE SIGNED**

| | |
|---|---|
| NAME OF BUSINESS: | Reclaim Company, LLC |
| CONTACT PERSON: | Brandon Shoaf |
| EMAIL ADDRESS: | brandon@reclaimco.com |
| AUTHORIZED SIGNATURE: | |

**ALL UNIT PRICING MUST BE IN ACCORDANCE WITH SPECIFICATIONS**

| ITEM # | ITEM DESCRIPTION | QTY | UNIT of MEASURE | UNIT PRICE | EXTENDED PRICE |
|---|---|---|---|---|---|
| 1 | DEMOLISH WOOD FRAME STRUCTURE - AS OUTLINED IN THE SCOPE OF WORK IN THE ITB | 1 | SQUARE FOOT | $ .85 | $ .85 |
| 2 | DEMOLISH CONCRETE BLOCK STRUCTURE - AS OUTLINED IN THE SCOPE OF WORK IN THE ITB | 1 | SQUARE FOOT | $ .60 | $ .60 |
| 3 | ASBESTOS SURVEY | 1 | LUMP SUM | | $ 1,800.00 |
| 4 | ASBESTOS ABATEMENT | 1 | SQUARE FOOT | $ 8.00 | $ 8.00 |
| 5 | INSTALLATION OF SILT FENCE | 1 | LINEAR FOOT | $ .35 | $ .35 |
| 6 | CONCRETE AND/OR ASPHALT FLATWORK (SLABS, FOOTERS, FOUNDATIONS, DRIVEWAY, WALKWAYS, ETC.) | 1 | CUBIC YARD | $ 2.80 | $ 2.80 |
| 7 | DEMOLISH ADDITIONAL STRUCTURES (SHEDS, DETACHED GARAGES, OUTBUILDINGS, OUTSIDE FIRE P | 1 | SQUARE FOOT | $ 10.00 | $ 10.00 |
| 8 | SEPTIC TANK AND APPURTENANCES REMOVAL | 1 | LUMP SUM | | $ 2,500.00 |
| 9 | SWIMMING POOL REMOVAL | 1 | LUMP SUM | | 4,500.00 |
| 10 | WELLS ON SITE - GROUTED (UNUSABLE) | 1 | LUMP SUM | | $ 1,750.00 |
| 11 | LOADING, TRANSPORTING, AND DISPOSING OF DEMOLITION DEBRIS AT AN APPROVED LANDFILL (TONNAGE BASED ON INDIVIDUAL WEIGHT TICKETS FROM DISPOSAL SITE) | 1 | TON | $ | $ 218.00 |
| | | 1 | CUBIC YARD | $ | $ 80.00 |
| 12 | RESTORATION OF NATURAL GROUND AFTER REMOVAL OF ALL DEBRIS, APPURTENANCES, AND FOUNDATION. RESTORATION SHALL INCLUDE GRADE, FURNISH AND INSTALL RYE AND BAHIA SEED OR ANY SEASONAL MIX | 1 | SQUARE FOOT | $ | $ .03 |
| 13 | FILL | 1 | CUBIC YARD | $ | $ 8.50 |
| 14 | RAILROAD-TIE BRIDGE REMOVAL (SEE EXAMPLE IMAGE NEXT PAGE) | 1 | LUMP SUM | | $ 8,000.00 |
| | | | TOTAL | | $18,879.13 |

** SEE BELOW**

** NOTE:

The evaluation of submittal packages shall include all prices stated in the BID FORM above. However, to evaluate the prices bid for items without an estimated quantity the City will utilize evaluation scenarios stated below. These evalution scenarios shall be added to the total prices bid. Purchasing will input the prices bid by each Bidder to determine the total price for each scenario. The evaluation scenarios to be used for evaluation purposes only are:

(1) SCENARIO #1

Demolish Wood Frame structure - 2,000 sq ft
Removal of all concrete flatwork - 100 cu yd
Silt fence installation - 600 LF
Loading, Transporting and Disposing - 2 Tons
Restore to natural grade with and seed (Rye/Bahia or seasonal mix) - 5,000 sq ft

(2) SCENARIO #2

Demolish Concrete Block structure - 2,000 sq ft
Removal of all concrete flatwork - 100 cu yd
Silt fence installation - 600 LF
Loading, Transporting and Disposing - 2 Tons
Restore to natural grade and seed (Rye/Bahia or seasonal mix) - 5,000 sq ft

| SCENARIOS | TOTAL COST |
|---|---|
| 1 - WOOD FRAME STRUCTURE | $ 2,776.00 |
| 2 - CONCRETE BLOCK STRUCTURE | $ 2,276.00 |







## (ATTACHMENT 1 - REVISED) SCHEDULE OF UNIT PRICING
## ITB #26-01
## DEMOLITION SERVICES FOR FEDERALLY FUNDED PROJECTS

| ALL UNIT PRICING IN ACCORDANCE WITH SECTION 3 - SCOPE OF WORK | | | | | |
|---|---|---|---|---|---|
| ITEM NO. | DESCRIPTION | QTY | UNIT OF MEASURE | UNIT PRICE | EXTENDED PRICE |
| 1 | DEMOLISH WOOD FRAME STRUCTURES | 1 | SQUARE FOOT | $0.85 | $0.85 |
| 2 | DEMOLISH CONCRETE BLOCK STRUCTURES | 1 | SQUARE FOOT | $0.60 | $0.60 |
| 3 | ASBESTOS SURVEY | 1 | LUMP SUM | | $1,800.00 |
| 4 | ASBESTOS ABATEMENT | 1 | SQUARE FOOT | $8.00 | $8.00 |
| 5 | SILT FENCE INSTALLATION | 1 | LINEAR FOOT | $0.35 | $0.35 |
| 6 | REMOVAL OF ALL CONCRETE FLATWORK/DRIVEWAYS/APRONS | 1 | CUBIC YARD | $2.80 | $2.80 |
| 7 | DEMOLISH ADDITIONAL STRUCTURES (SHEDS, DETACHED GARAGES, OUTBUILDINGS, OUTSIDE FIRE P | 1 | SQUARE FOOT | $10.00 | $10.00 |
| 8 | SEPTIC TANK AND APPURTENANCES REMOVAL | 1 | LUMP SUM | | $2,500.00 |
| 9 | SWIMMING POOL REMOVAL | 1 | LUMP SUM | | $4,500.00 |
| 10 | WELLS ON SITE - GROUTED/UNUSABLE | 1 | LUMP SUM | | $1,750.00 |
| 11 | LOADING, TRANSPORTING AND DISPOSING OF MATERIALS | 1 | TON | $218.00 | $218.00 |
| | | 1 | CUBIC YARD | $80.00 | $80.00 |
| 12 | RESTORE TO NATURAL GRADE WITH AND SEED (RYE/BAHIA OR SEASONAL MIX) | 1 | SQUARE FOOT | $0.03 | $0.03 |
| 13 | FILL | 1 | CUBIC YARD | $8.50 | $8.50 |
| 14 | RAILROAD-TIE BRIDGE REMOVAL | 1 | LUMP SUM | | $8,000.00 |
| | | | | Total | $18,879.13 |

| PRICING SCENARIOS - THE BELOW SCENARIOS WILL BE USED TO EVALUATE EACH BIDDER AND DETERMINE THE AWARD BASED ON THE VALUES PROVIDED ABOVE | | | | | |
|---|---|---|---|---|---|
| SCENARIO 1 | DESCRIPTION | QTY | UNIT OF MEASURE | | EXTENDED PRICE |
| | DEMOLISH WOOD FRAME STRUCTURE | 2000 | SF | | $1,700.00 |
| | REMOVAL OF ALL CONCRETE FLATWORK | 100 | CY | | $280.00 |
| | SILT FENCE INSTALLATION | 600 | LF | | $210.00 |
| | LOADING, TRANSPORTING AND DISPOSING OF MATERIALS | 2 | TON | | $436.00 |
| | RESTORE TO NATURAL GRADE WITH AND SEED (RYE/BAHIA OR SEASONAL MIX) | 5000 | SF | | $150.00 |
| | **SUBTOTAL SCENARIO 1** | | | | **$2,776.00** |
| SCENARIO 2 | DESCRIPTION | QTY | UNIT OF MEASURE | | EXTENDED PRICE |
| | DEMOLISH CONCRETE BLOCK STRUCTURE | 2000 | SF | | $1,200.00 |
| | REMOVAL OF ALL CONCRETE FLATWORK | 100 | CY | | $280.00 |
| | SILT FENCE INSTALLATION | 600 | LF | | $210.00 |
| | LOADING, TRANSPORTING AND DISPOSING OF MATERIALS | 2 | TON | | $436.00 |
| | RESTORE TO NATURAL GRADE WITH AND SEED (RYE/BAHIA OR SEASONAL MIX) | 5000 | SF | | $150.00 |
| | **SUBTOTAL SCENARIO 2** | | | | **$2,276.00** |

FCCI INSURANCE GROUP

More than a policy. A promise.

May 12, 2026

City of Port Orange
1000 City Center Circle
Port Orange, FL 32129

Subject: Reclaim Company, LLC
Prequalification

To Whom It May Concern:

FCCI Insurance Company currently has the pleasure of providing bonds for Reclaim Company, LLC. We find their financial strength, technical expertise and proven ability to perform quality work very deserving of our surety support. FCCI is willing to consider single projects up to $5,000,000 with an aggregate program of $10,000,000. This is Reclaim Company, LLC routine program, however, we would consider bonds over this amount upon request. FCCI Insurance Company has an AM Best Rating of A (Excellent) with a Financial Size Category of XII.

Reclaim Company, LLC is deserving of your full confidence and it is without hesitation that we recommend this fine contractor.

This letter is not an assumption of liability, nor is it a bid bond or performance bond. It is issued only as a bonding reference, requested from us by our client.

If further documentation is required, or if I can be of any other assistance, please do not hesitate to contact me directly.

Sincerely,

FCCI Insurance Company

Giavonna D. Tavella, Attorney-in-Fact

FCCI INSURANCE GROUP

# GENERAL POWER OF ATTORNEY

Know all men by these presents: That the FCCI Insurance Company, a Corporation organized and existing under the laws of the State of Florida (the "Corporation") does make, constitute and appoint:

Joshua Restauri; Wendy A. Bright; Barbara A. Leeper; Patti K. Lindsey; William M. Chapman; Giavonna D. Tavella; Madeline P. Recktenwald; Pamela M. Anderson; Natasha Kerr; Cheri L. Ritz; Kailee M. Topka; Gracie O. Lowden; Matthew M. Eperesi; Natalie Meyer; Lindsay Meyer

Each, its true and lawful Attorney-In-Fact, to make, execute, seal and deliver, for and on its behalf as surety, and as its act and deed in all bonds and undertakings provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed the sum of (not to exceed $40,000,000.00): $40,000,000.00

This Power of Attorney is made and executed by authority of a Resolution adopted by the Board of Directors. That resolution also authorized any further action by the officers of the Company necessary to effect such transaction.

The signatures below and the seal of the Corporation may be affixed by facsimile, and any such facsimile signatures or facsimile seal shall be binding upon the Corporation when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached.

In witness whereof, the FCCI Insurance Company has caused these presents to be signed by its duly authorized officers and its corporate Seal to be hereunto affixed, this 20th day of December, 2024.

Attest: Christina D. Welch
Christina D. Welch, President
FCCI Insurance Company

FCCI INSURANCE COMPANY CORPORATE SEAL 1994 FLORIDA

Christopher Shoucair,
EVP, CFO, Treasurer, Secretary
FCCI Insurance Company

State of Florida
County of Sarasota

Before me this day personally appeared Christina D. Welch, who is personally known to me and who executed the foregoing document for the purposes expressed therein.

My commission expires: 2/27/2027

NOTARY PUBLIC STATE OF FLORIDA
PEGGY SNOW
Commission # HH 326535
Expires February 27, 2027

Peggy Snow
Notary Public

State of Florida
County of Sarasota

Before me this day personally appeared Christopher Shoucair, who is personally known to me and who executed the foregoing document for the purposes expressed therein.

My commission expires: 2/27/2027

NOTARY PUBLIC STATE OF FLORIDA
PEGGY SNOW
Commission # HH 326535
Expires February 27, 2027

Peggy Snow
Notary Public

## CERTIFICATE

I, the undersigned Secretary of FCCI Insurance Company, a Florida Corporation, DO HEREBY CERTIFY that the foregoing Power of Attorney remains in full force and has not been revoked; and furthermore that the February 27, 2020 Resolution of the Board of Directors, referenced in said Power of Attorney, is now in force.

Dated this 12th day of May, 2026

Christopher Shoucair, EVP, CFO, Treasurer, Secretary
FCCI Insurance Company

Ron DeSantis, Governor

Melanie S. Griffin, Secretary

Florida dbpr

# STATE OF FLORIDA
# DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

## CONSTRUCTION INDUSTRY LICENSING BOARD

THE GENERAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

## HATFIELD, RODNEY

RECLAIM COMPANY, LLC
200 8TH STREET
FAIRMONT WV 26554

**LICENSE NUMBER: CGC1534954**

**EXPIRATION DATE: AUGUST 31, 2026**

Always verify licenses online at MyFloridaLicense.com

ISSUED: 11/21/2024

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

DIVISION OF CORPORATIONS






# Detail by Entity Name

Foreign Limited Liability Company
RECLAIM COMPANY, LLC

**Filing Information**

| | |
|---|---|
| **Document Number** | M17000008874 |
| **FEI/EIN Number** | 26-0627949 |
| **Date Filed** | 10/17/2017 |
| **State** | WV |
| **Status** | ACTIVE |

**Principal Address**

200 8TH STREET
FAIRMONT, WV 26554

**Mailing Address**

200 8th Street
FAIRMONT, WV 26554

Changed: 02/15/2022

**Registered Agent Name & Address**

WILLIAMS, ROBERT J, III
627 E SHORE DR
SUMMERLAND KEY, FL 33042

**Authorized Person(s) Detail**

**Name & Address**

Title President / Managing Member

WILLIAMS, ROBERT J, III
200 8TH STREET
FAIRMONT, WV 26554

Title COO / Member

Gabbert , Steven C
200 8TH STREET
FAIRMONT, WV 26554

Title Authorized Member

Emery, Andrew S
200 8TH STREET
FAIRMONT, WV 26554

## Annual Reports

| Report Year | Filed Date |
|---|---|
| 2024 | 01/17/2024 |
| 2025 | 02/17/2025 |
| 2026 | 04/15/2026 |

## Document Images

| | |
|---|---|
| 04/15/2026 -- ANNUAL REPORT | View image in PDF format |
| 02/17/2025 -- ANNUAL REPORT | View image in PDF format |
| 01/17/2024 -- ANNUAL REPORT | View image in PDF format |
| 01/18/2023 -- ANNUAL REPORT | View image in PDF format |
| 02/15/2022 -- ANNUAL REPORT | View image in PDF format |
| 02/04/2021 -- ANNUAL REPORT | View image in PDF format |
| 04/09/2020 -- ANNUAL REPORT | View image in PDF format |
| 04/05/2019 -- ANNUAL REPORT | View image in PDF format |
| 03/19/2018 -- ANNUAL REPORT | View image in PDF format |
| 10/17/2017 -- Foreign Limited | View image in PDF format |

# Florida UCP DBE Directory

**Number of Vendors Returned:** 1
**Selection Criteria:**
Vendor : RECLAIM COMPANY LLC

---

**Vendor Name:** RECLAIM COMPANY LLC
**DBE:** CERTIFIED **MBE:** **ACDBE Status:** N **SBE:** N **Avail Statewide:** Y

**Business Description:** REMEDIATION SERVICES-ASBESTOS & DEMOLITION, FLAGGING

**Mailing Address:** 200 8TH STREET
FAIRMONT WV 26554

**Contact Name:** ROBERT WILLIAMS **Phone:** (304)366-7070 **Fax:** (304)816-0194
**Email:** RJ@RECLAIMCO.COM **Web Site:**

**Certified NAICS**

| | |
|---|---|
| 237110 | Water and Sewer Line and Related Structures Construction |
| 237990 | Other Heavy and Civil Engineering Construction |
| 238910 | Site Preparation Contractors |
| 484220 | Specialized Freight (except Used Goods) Trucking, Local |
| 541910 | Marketing Research and Public Opinion Polling |
| 561990 | All Other Support Services |
| 562910 | Remediation Services |

An official website of the United States government Here's how you know



# My Company Profile

## Company Information

**Company Name**
Reclaim Company LLC

**Doing Business As (DBA) Name**
Reclaim Company LLC

**Company ID**
2287340

**Enrollment Date**
Oct 03, 2023

**Employer Identification Number (EIN)**
260627949

**Unique Entity Identifier (UEI)**
JPR2QWA1YXG4

**DUNS Number**
828328505

**Total Number of Employees**
20 to 99

**NAICS Code**
236

**Sector**
Construction

**Subsector**
Construction of Buildings

Edit Company Information

## Employer Category

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 11/6/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

| PRODUCER | CONTACT NAME: Certificates |
|---|---|
| Blue Ridge Risk Partners, LLC<br>1120 C Professional Court<br>Hagerstown MD 21740 | PHONE (A/C, No, Ext): 301-733-2530 FAX (A/C, No): 301-791-1478<br>E-MAIL ADDRESS: certificates@blueridgeriskpartners.com |

| INSURER(S) AFFORDING COVERAGE | NAIC # |
|---|---|
| INSURER A : Motorists Mutual Insurance Company | 14621 |
| INSURER B : Nautilus Insurance Company | 17370 |
| INSURER C : Everspan Indemnity Insurance Company | |
| INSURER D : | |
| INSURER E : | |
| INSURER F : | |

INSURED: Reclaim Company, LLC, PO Box 2162, Fairmont WV 26555 — RECLCOM-02

**COVERAGES** **CERTIFICATE NUMBER:** 1971286566 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| B | X COMMERCIAL GENERAL LIABILITY<br>CLAIMS-MADE [X] OCCUR<br>X 10,000<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br>POLICY [X] PRO-JECT [ ] LOC<br>OTHER: | | | ECP204851810 | 11/7/2025 | 11/7/2026 | EACH OCCURRENCE<br>DAMAGE TO RENTED PREMISES (Ea occurrence)<br>MED EXP (Any one person)<br>PERSONAL & ADV INJURY<br>GENERAL AGGREGATE<br>PRODUCTS - COMP/OP AGG<br>$ | $ 1,000,000<br>$ 300,000<br>$ 5,000<br>$ 1,000,000<br>$ 2,000,000<br>$ 2,000,000<br>$ |
| A | AUTOMOBILE LIABILITY<br>X ANY AUTO<br>OWNED AUTOS ONLY [ ] SCHEDULED AUTOS<br>X HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY | | | 5002335177 | 11/7/2025 | 11/7/2026 | COMBINED SINGLE LIMIT (Ea accident)<br>BODILY INJURY (Per person)<br>BODILY INJURY (Per accident)<br>PROPERTY DAMAGE (Per accident)<br>$ | $ 1,000,000<br>$<br>$<br>$<br>$ |
| B | [ ] UMBRELLA LIAB [X] OCCUR<br>X EXCESS LIAB [ ] CLAIMS-MADE<br>DED [ ] RETENTION $ | | | FFX204851910 | 11/7/2025 | 11/7/2026 | EACH OCCURRENCE<br>AGGREGATE<br>$ | $ 10,000,000<br>$ 10,000,000<br>$ |
| B | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [ ] N/A<br>(Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below | | | ECP204851810 | 11/7/2025 | 11/7/2026 | PER STATUTE [ ] OTH-ER<br>E.L. EACH ACCIDENT<br>E.L. DISEASE - EA EMPLOYEE<br>E.L. DISEASE - POLICY LIMIT | Stop Gap - Ohio<br>$ 1,000,000<br>$ 1,000,000<br>$ 1,000,000 |
| B<br>C | GL, Prof & Contractors Pollution<br>Excess Auto Liability | | | ECP204851810<br>QM1EII-000834-01 | 11/7/2025<br>11/7/2025 | 11/7/2026<br>11/7/2026 | Limit<br>Limit | 1,000,000<br>1,000,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

***Professional Liability: $2,000,000 Aggregate applies
***Pollution Liability: 2,000,000 Aggregate applies
***Leased and Rented Equipment Limit: $1,400,000
***Leased and Rented Vehicle - Hired Physical Damage Limit $100,000
***Motor Truck Cargo Coverage $500,000 w/$2,500 Deductible
***WC Listed is for Stop Gap Liability for Ohio only: $1,000,000 each accident/each employee/policy limit
***$10mil Excess Liability Umbrella "LEAD "Policy # ECP204851810 that goes over/follows the following forms: General Liability, Professional Liability, Pollution Liability, Automobile Liability, & Stop Gap Liability for Ohio.
Evidence of Insurance

**CERTIFICATE HOLDER**

For Bidding Purposes Only

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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Form **W-9**
(Rev. March 2024)
Department of the Treasury
Internal Revenue Service

# Request for Taxpayer Identification Number and Certification

**Go to *www.irs.gov/FormW9* for instructions and the latest information.**

**Give form to the requester. Do not send to the IRS.**

**Before you begin.** For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See *Specific Instructions* on page 3.

1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)

**Reclaim Company, LLC**

2 Business name/disregarded entity name, if different from above.

3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor ☐ C corporation ☐ S corporation ☐ Partnership ☐ Trust/estate

☑ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) . . . . . P

**Note:** Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.

☐ Other (see instructions)

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any)

Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any)

*(Applies to accounts maintained outside the United States.)*

3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions . . . . . ☐

5 Address (number, street, and apt. or suite no.). See instructions.
120 Airport Rd., Suite 1B

Requester's name and address (optional)

6 City, state, and ZIP code
Palm Coast, FL 32164

7 List account number(s) here (optional)

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

**Social security number**
☐☐☐ – ☐☐ – ☐☐☐☐

**or**

**Employer identification number**
2 6 – 0 6 2 7 9 4 9

## Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

**Sign Here** | **Signature of U.S. person** | **Date** 2/10/26

# General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

## What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

## Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

# 2025 - 2026

# FLAGLER COUNTY
## BUSINESS TAX RECEIPT
SUBJECT TO COUNTY ZONING RESTRICTIONS
TAX RECEIPT MUST BE DISPLAYED ON PREMISES

ACCOUNT NO. 38621

RECEIPT NO. 21033

**BUSINESS PERIOD:** October 01, 2025 - September 30, 2026

**EXPIRES:** SEPTEMBER 30, 2026

THE PERSON(S), OR ENTITY BELOW:
Reclaim Company, LLC

Reclaim Company, LLC
200 8th Street
Fairmont, WV 26554

Shelly Edmonson, CFC, Flagler County Tax Collector
P O Box 846, Bunnell, Florida 32110
Phone: (386) 313-4160 or Fax: (386) 313-4161

UPON A CHANGE OF OWNERSHIP OR LOCATION,
BUSINESS TAX RECEIPT SHOULD BE TRANSFERRED WITHIN 30 DAYS

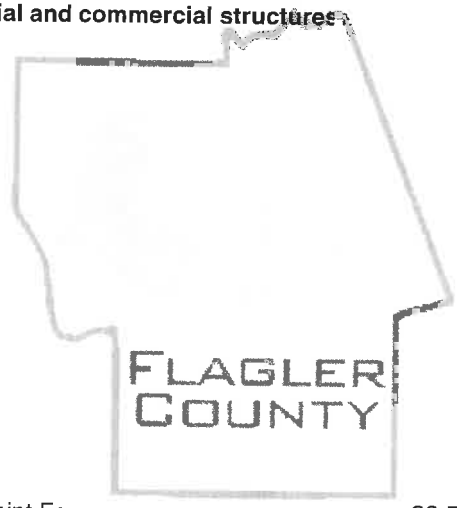
OWNED BY:
Robert J. Williams, III

LOCATION:
120 Airport Rd
STE 1B
Palm Coast, FL 32164

BUSINESS CLASSIFICATIONS, DISCLAIMERS, AND RELATED FEES:

EXEMPTIONS: 0.00

REGISTERED GENERAL CONTRACTOR $22.50
**101 Demolition of residential and commercial structures**




Receipt Fee 22.50

Late Penalty
NSF Fee
Transfer Fee

**Paid INT-25-00127716 05/06/2026 22.50**

**MAIN OFFICE:** 1769 E Moody Blvd, Bldg 2, Suite 102, Bunnell, FL 32110

**BRANCH OFFICES:** Flagler Beach Office, 2525 Moody Blvd, Flagler Beach, FL 32136
Palm Coast Office, 213 St. Joe Plaza Drive, Palm Coast, FL 32164

ISSUED PURSUANT AND SUBJECT TO FLORIDA STATUTES AND FLAGLER COUNTY CODE ISSUANCE DOES NOT CERTIFY COMPLIANCE WITH ZONING OR OTHER LAWS. BUSINESS TAX RECEIPT IS SUBJECT TO REVOCATION FOR ZONING VIOLATIONS, AND / OR FAILURE TO MAINTAIN REGULATORY PRE-REQUISITES AS REQUIRED FOR BUSINESS CLASSIFICATION(S), OR SUBSEQUENT ACTIVITIES. NOTIFY TAX COLLECTOR UPON CLOSING OF BUSINESS.

# TAX RECEIPT MUST BE DISPLAYED ON PREMISES

**BID BOND**

## BID BOND

Bond No.:

KNOW ALL MEN BY THESE PRESENTS that Reclaim Company, LLC, as Contractor, duly authorized to conduct business in the State of Florida, whose principal place of business is located at 200 8th St., Fairmont, WV 26554, Tel.: 304 366-7070, (hereinafter called "PRINCIPAL"), and FCCI Insurance Company, as SURETY, duly authorized to conduct business in the State of Florida, whose principal place of business is located at 6300 University Parkway, Sarasota, FL 34240, Tel: 800-226-3224 (hereinafter called "SURETY"), are held and firmly bound unto the City of Port Orange, Florida, as CITY, a Florida municipal corporation, whose address is City of Port Orange, 1000 City Center Circle, Port Orange, Florida 32129, Tel: (386) 506-5501, (hereinafter called "OBLIGEE" or CITY", in the penal sum of Five Percent of Amount Bid dollars and (00)/100 ($5%), lawful money of the United States, for the payment of which sum shall and truly be made, whereof PRINCIPAL and SURETY bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that, whereas the Principal has submitted the accompanying bid, dated May 15th, 2026, for:

**Project Name/Bid No.:** DEMOLITION SERVICES FOR FEDERALLY FUNDED PROJECTS / ITB 26-01

**Project Address:** 5899 Trailwood Dr., 893 Sugar House Dr., 798 Sugar House Dr., TBD

**Legal Description:** See Attached

**Description of Work:** Demolition, Asbestos Abatement

NOW, THEREFORE,

A. If the Principal shall not withdraw said bid withing one hundred twenty (120) days after date of opening of the same, and shall within ten (10) days after the prescribed forms are presented to it for signature, enter into a written contract with the City in accordance with the bid as accepted, and give bonds with good and sufficient surety or sureties, as may be required, for the faithful performance and proper fulfillment of such contract, then the above obligations shall be void and of no effect, otherwise to remain in full force and virtue.

B. In the event of the withdrawal of said bid within the period specified, or the failure to enter into such contract and give such bonds withing the time specified, if the principal shall pay the City the difference between the amount specified in said bid and the amount for which the City may procure the required work and supplies. If the latter amount be in excess of the former, then the above obligations then the above obligations shall be void and of no effect, otherwise to remain in full force and virtue.

IN WITNESS WHEREOF, the above parties have executed this instrument under their several seals, this 15th day of May, 2026, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

*Note: If the firm is a sole ownership or partnership including limited liability company, two (2) witnesses are required to attest the signature. If the firm is a corporation, then the corporate secretary shall attest and affix the corporate seal (Attach power of attorney to the original bid bond and financial statement of Surety Company).*

PRINCIPAL: Reclaim Company, LLC

Signature

Robert J Williams III, President

Corporate Officer & Title

ATTEST:

Signature

Eliza Cerone-VanGuilder

~~Corporate Secretary~~ (Affix Corporate Seal)

WITTNESSESS:

ATTEST:

Signature

Natalie Meyer, Witness

~~Corporate Secretary~~ (Affix Corporate Seal)

SURETY: FCCI Insurance Company

Attorney-in-Fact (signature)

Natasha Kerr, Attorney-in-Fact

Name & Title

Matthew M. Eperesi, License No. W948981

Name of Local Resident Agent

525 Okeechobee Blvd. Suite 710, West Palm Beach, FL 33401

City, State, Zip

1-800-242-1546

Telephone:

A.M. Best No.: 018290 NAIC No.: 10178

STATE OF Pennsylvania

COUNTY OF Allegheny

Before me this day personally appeared Natasha Kerr (affiant), who, being duly sworn, deposes and says that he/she is the Attorney-in-Fact for the FCCI Insurance Company (corporate surety) and that this person has been authorized by FCCI Insurance Company (corporate surety) to execute the foregoing bond on behalf of the Contractor named therein in favor of the City of Port Orange, Florida.

Signature of Affiant Natasha Kerr, Attorney-in-Fact

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 15th day of May, 2026, by Barbara A. Leeper and who:

☒ is personally known to me; or ☐ has produced _____ as identification.

Notary Public, State of Pennsylvania

Printed, typed or stamped name, commission and expiration: Barbara A. Leeper
Commission Number: 1396859
Expiration: May 17, 2029

**END OF BID BOND**

Commonwealth of Pennsylvania - Notary Seal
Barbara A. Leeper, Notary Public
Allegheny County
My commission expires May 17, 2029
Commission number 1396859
Member, Pennsylvania Association of Notaries

***This document must be completed and returned with your Submittal***

FCCI INSURANCE GROUP

# GENERAL POWER OF ATTORNEY

Know all men by these presents: That the FCCI Insurance Company, a Corporation organized and existing under the laws of the State of Florida (the "Corporation") does make, constitute and appoint:

Joshua Restauri; Wendy A. Bright; Barbara A. Leeper; Patti K. Lindsey; William M. Chapman; Giavonna D. Tavella; Madeline P. Recktenwald; Pamela M. Anderson; Natasha Kerr; Cheri L. Ritz; Kailee M. Topka; Gracie O. Lowden; Matthew M. Eperesi; Natalie Meyer; Lindsay Meyer

Each, its true and lawful Attorney-In-Fact, to make, execute, seal and deliver, for and on its behalf as surety, and as its act and deed in all bonds and undertakings provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed the sum of (not to exceed $40,000,000.00): $40,000,000.00

This Power of Attorney is made and executed by authority of a Resolution adopted by the Board of Directors. That resolution also authorized any further action by the officers of the Company necessary to effect such transaction.

The signatures below and the seal of the Corporation may be affixed by facsimile, and any such facsimile signatures or facsimile seal shall be binding upon the Corporation when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached.

In witness whereof, the FCCI Insurance Company has caused these presents to be signed by its duly authorized officers and its corporate Seal to be hereunto affixed, this 20th day of December, 2024.

Attest: _____
Christina D. Welch, President
FCCI Insurance Company

FCCI INSURANCE COMPANY CORPORATE SEAL 1994 FLORIDA

_____
Christopher Shoucair,
EVP, CFO, Treasurer, Secretary
FCCI Insurance Company

State of Florida
County of Sarasota

Before me this day personally appeared Christina D. Welch, who is personally known to me and who executed the foregoing document for the purposes expressed therein.

My commission expires: 2/27/2027

NOTARY PUBLIC STATE OF FLORIDA
PEGGY SNOW
Commission # HH 326535
Expires February 27, 2027

_____
Notary Public

State of Florida
County of Sarasota

Before me this day personally appeared Christopher Shoucair, who is personally known to me and who executed the foregoing document for the purposes expressed therein.

My commission expires: 2/27/2027

NOTARY PUBLIC STATE OF FLORIDA
PEGGY SNOW
Commission # HH 326535
Expires February 27, 2027

_____
Notary Public

## CERTIFICATE

I, the undersigned Secretary of FCCI Insurance Company, a Florida Corporation, DO HEREBY CERTIFY that the foregoing Power of Attorney remains in full force and has not been revoked; and furthermore that the February 27, 2020 Resolution of the Board of Directors, referenced in said Power of Attorney, is now in force.

Dated this 15th day of May, 2026

_____
Christopher Shoucair, EVP, CFO, Treasurer, Secretary
FCCI Insurance Company

RECLAIM

# COMPANY QUALIFICATIONS

Reclaim Company, LLC was founded in 2007 by R.J. Williams. Over the past 18 years, Reclaim has grown from a small regional operator into a nationally recognized demolition, environmental remediation, and site preparation firm with offices in West Virginia, Maryland, and Florida.

## Firm Overview

**Legal Name:** Reclaim Company, LLC

**Year Established:** 2007

**Headquarters:** 200 8th Street, Fairmont, WV 26554

**Florida Office:** 120 Airport Road, Suite 1B, Palm Coast, FL 32164

**Maryland Office:** 300 E. Lombard Street, Baltimore, MD 21202

**Phone:** (304) 366-7070

**Website:** www.reclaimco.com

**Federal Tax ID:** 26-0627949

**FL CGC License:** CGC1534954

## Florida Licenses & Certifications

Florida Certified General Contractor (CGC1534954) – Licensed under Chapter 489, Florida Statutes, authorizing demolition and construction of any building or structure regardless of height or type.

Florida Unified Certification Program (UCP) DBE – Certified Disadvantaged Business Enterprise with statewide availability. NAICS codes include 237110, 237990, 238910, 484220, 541910, 561990, and 562910 covering demolition, remediation, site preparation, and related services.

RECLAIM

# KEY PERSONNEL

## Robert J Williams III

*President, Member* | **Executive Oversight**

RJ founded Reclaim Company in 2007 after 10 years in the demolition industry. His creative approach and relentless follow-through have built Reclaim into a nationally recognized firm. In 2012, he received the SBA State of West Virginia and SBA Region III Young Entrepreneur of the Year award. RJ directs the strategic flow of business, identifies and leads new opportunities, and oversees all contractual commitments.

## Steve Gabbert

*Chief Operations Officer, Member* | **Operations Leadership & Equipment Management**

Steve has been with Reclaim since 2011 and holds over 15 years of hands-on equipment operation experience along with 11+ years in dismantlement, asset recovery, and on-site safety management. As COO, Steve oversees daily operations, implements project directives, manages all company equipment, schedules staffing, and works directly with Project Managers to ensure every project stays on budget and on schedule. He is also Chair of the company's Safety Committee. Steve holds numerous OSHA certifications including Hazardous Waste Operations, Confined Space Entry, Fall Protection, and AHERA 40-hour Asbestos Supervisor credentials.

## Josh Staley

*Chief Financial Officer* | **Financial Oversight, Bonding & Fiscal Reporting**

Joshua joined Reclaim Company in 2009 and became Chief Financial Officer in 2012. Josh's responsibilities include managing cash flow, identifying financial risks, overseeing the management and coordination of all fiscal reporting activities, ensuring adequate internal controls and documentation for financial auditing, and safeguarding the financial assets of the organization. He is responsible for Reclaim's relationships with bonding companies, lending institutions, and external auditors. Josh holds a B.S. in Finance from West Virginia University.

## Andrew Emery

*Project Manager, Member* | **Project Management Support & Environmental Compliance**

Andrew joined Reclaim Company in 2018 and brings over 6 years of experience in the construction industry. He plans, budgets, oversees, and documents all aspects of his contracted projects, working closely with upper management to ensure each project's scope and direction remain on schedule and on budget. Andrew also performs asbestos inspections and bulk sampling, assists in project estimation, and coordinates operational and subcontracting needs. He holds a Bachelor of Arts from West Virginia University, and is a Licensed Building

RECLAIM

Inspector, Licensed Asbestos Contractor/Supervisor, OSHA Certified, CPR Certified, and holds Advanced Indoor Environmental Air Quality credentials.

## Brandon Shoaf

*Project Executive* | **Primary Contact**

Brandon brings extensive experience managing technically complex demolition, abatement, environmental remediation, and asset recovery projects. His approach is grounded in clear communication, meticulous planning, and rigorous financial oversight, balanced with an unwavering commitment to safety and client satisfaction. He is recognized for his ability to anticipate challenges, manage risk, and deliver exceptional results at every stage. Brandon will serve as the primary day-to-day point of contact and will manage all aspects of the contract from pre-construction through final acceptance.

Prior to working with Reclaim Company, Brandon held the position of Sr. Estimator/Project Manager with another prominent demolition company in the Orlando, FL area. In addition to managing the Bonaire Towers project in Fort Myers, Florida for Reclaim Company, he has successfully completed over $60M in contracts in Florida during his career.

### Brandon's Additional Florida Project Experience (Within last 5 years)

| | |
|---|---|
| **Project Name:** | Berkman II Demolition - Jacksonville, FL |
| **Scope:** | Implosion of an 18 story building.. |
| **Project Name:** | Times Union Abatement & Demolition - Jacksonville, FL |
| **Scope:** | Abatement and demolition of a 5-story office building and a 2-story production facility totalling over 320,000 sf. |
| **Project Name:** | Treasure Island Demolition - South Daytona, FL |
| **Scope:** | Demolition of an 11-story beachfront hotel. |
| **Project Name:** | Bloem Warehouse Demolition - Apopka, FL |
| **Scope:** | Demolition of a 315,000 sf warehouse building. |
| **Project Name:** | Sears Demolition - Panama City, FL |
| **Scope:** | Abatement and demolition of a former department store. |

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## Nicholas Hedrick

*Safety Manager* | **Site Safety Officer**

Nick joined Reclaim in January 2026 and brings more than 19 years of experience across safety-focused roles spanning power generation, pharmaceutical, and higher education industries. He holds a Master of Science in Safety Management from West Virginia University. Nick's responsibilities include maintaining compliance with state and federal regulatory requirements, developing site-specific safety plans, conducting risk assessments and incident investigations, performing safety audits, creating corrective action plans, leading weekly safety talks, and overseeing all required regulatory training. He holds OSHA 10, OSHA 30, OSHA 501, Asbestos Inspector, HAZWOPER, Hazardous Materials Technician, and DOT certifications.

RECLAIM

# PAST PROJECT EXPERIENCE

## FY22-01 Demo of Certain Structures, City of Fairmont

| | |
|---|---|
| **Location:** | Fairmont, WV |
| **Contract With:** | City of Fairmont |
| **Contact:** | Scott Jolliff, Building Inspector – (304) 366-6212 Ext. 303 sjolliff@fairmontwv.gov |
| **Contract Amount:** | $478,188.00 (Unit Price) |
| **Period:** | November 2021 – March 2025 |

Multi-year unit price demolition contract for the removal of designated structures throughout the City of Fairmont. Work included structural demolition, debris removal, site clearing, and restoration under an ongoing municipal contract.

## Asbestos Abatement & Demolition of 58 Structures

| | |
|---|---|
| **Location:** | Various Locations, Morgantown, WV |
| **Contract With:** | City of Morgantown, WV |
| **Contact:** | Drew Cantis – (304) 692-8242 ddcantis@morgantownwv.gov |
| **Contract Amount:** | $548,500.00 |
| **Period:** | September 2024 – March 2025 |

Asbestos abatement and demolition of 58 structures with full site restoration across multiple locations within the city. Scope included hazardous material removal, structural demolition, debris hauling, grading, and seeding of each site.

## Bonaire Towers Abatement & Demolition

| | |
|---|---|
| **Location:** | 1915 Halgrim Ave., Fort Myers, FL |
| **Contract With:** | Housing Authority of Fort Myers / ChrisTel Construction ssturgill@christelconstruction.com |
| **Contact:** | Susan Sturgill – (239) 994-4554 |
| **Contract Amount:** | $2,025,994.21 |
| **Period:** | June 2025 – January 2026 |

Complete asbestos abatement and demolition of an 11-story housing authority tower in Fort Myers, Florida. Work included asbestos abatement, structural demolition, utility disconnection, debris removal, and site restoration.

RECLAIM

## WV FEMA Disaster Recovery Demolition

| | |
|---|---|
| **Location:** | Throughout Southern West Virginia |
| **Contract With:** | WV Div. of Homeland Security & Emergency Management / FEMA |
| **Contact:** | Maj. Justin R. McIntire – (304) 673-7674 Justin.r.mcintire.mil@mail.mil |
| **Contract Amount:** | $6,541,047.01 |
| **Period:** | November 2016 – November 2017 |

Demolition and restoration of approximately 850 residential structures damaged in the June 2016 flash flood disaster. Scope included asbestos abatement, structural demolition, erosion and sediment control, hazardous material removal, debris hauling, septic tank and water well abandonment, site grading, seeding, and mulching. Reclaim worked closely with FEMA and the WV National Guard throughout.

## Havre de Grace Middle/High School Demolition

| | |
|---|---|
| **Location:** | 445 Lewis Lane, Havre de Grace, MD |
| **Contract With:** | Horst Excavating Company (CM) |
| **Contact:** | Jason Hess – (717) 581-9921 jhess@horstgroup.com |
| **Contract Amount:** | $1,594,779.25 |
| **Period:** | July 2020 – May 2021 |

Full asbestos abatement and demolition of a replacement school campus. This large-scale institutional demolition required coordination with an active school campus, careful environmental controls, and phased demolition to maintain safe operations near occupied buildings.

## EMI Building Demolition

| | |
|---|---|
| **Location:** | 645 West 12th Street, Erie, PA |
| **Contract With:** | Enterprise Development Center of Erie County, PA |
| **Contact:** | Ti Sumner – (814) 480-0337 tsumner@ecrda.net |
| **Contract Amount:** | $1,374,358.53 |
| **Period:** | November 2022 – June 2023 |

Demolition of a large commercial/industrial facility including environmental abatement, structural demolition, and site clearing. This project demonstrated Reclaim's capacity to manage complex urban demolition with tight site constraints and community interface requirements.

RECLAIM

## 400 Block Band & Federal Street Demolition

| | |
|---|---|
| **Location:** | 400 Federal Street, Bluefield, WV |
| **Contract With:** | Bluefield Economic Development Authority |
| **Contact:** | Jim Spencer – (304) 902-2332 jspencer@bluewv.org |
| **Contract Amount:** | $998,000.00 |
| **Period:** | February 2024 – October 2024 |

Asbestos abatement and demolition of multiple commercial structures in a downtown urban setting. Required careful coordination with adjacent occupied buildings, public right-of-way management, and erosion control in a constrained site.

## Duval PK-8 School Building Demolition

| | |
|---|---|
| **Location:** | 5304 Straight Fork, Griffithsville, WV |
| **Contract With:** | Lincoln County Board of Education |
| **Contact:** | Jerry Cremeans – (304) 939-0636 jcremeans@k12.wv.us |
| **Contract Amount:** | $431,865.05 |
| **Period:** | January 2024 – May 2024 |

Complete demolition of a school building for the Lincoln County Board of Education. Scope included structural demolition, debris removal, and site restoration in a rural setting.

## Cedar Grove Elementary School Demolition

| | |
|---|---|
| **Location:** | 200 John Street, Cedar Grove, WV |
| **Contract With:** | Kanawha County Board of Education |
| **Contact:** | Sam Harper – (304) 348-6148 sharper@mail.kana.k12.wv.us |
| **Contract Amount:** | $408,890.00 |
| **Period:** | March 2023 – July 2023 |

Demolition of Cedar Grove Elementary School for the Kanawha County Board of Education. Work included complete structural demolition, debris removal, and site clearing.

RECLAIM

# Additional Professional References

| Name / Title | Organization | Contact |
|---|---|---|
| Allen Snyder, Engineering Specialist | Ulliman Schutte | (703) 972-6053 asnyder@ullimanschutte.com |
| Kenny Rockwell, Mgr Planning/Design/Construction | WVU Medicine | (304) 598-4125 Kenneth.Rockwell1@wvumedicine.org |
| Vince Culotta, Senior Project Manager | CAM Construction | (410) 560-2828 vince@cambuilds.com |
| Jason Lusk | Triton Construction Inc. | (304) 673-6711 Jason.lusk@tritonwv.com |
| Michele Turner, Strategic Sourcing Agent | Antero Resources Corporation | (304) 842-4717 mturner@anteroresources.com |
| Tim Rice | Potesta & Associates, Inc. | (304) 225-2245 tmrice@potesta.com |
| Mike Neely, Engineer | MCI Group | (304) 304-288-8521 michael.neely@mciwv.com |
| Ken Fletcher | City of Jacksonville, NC | KFletcher@jacksonvillenc.gov |
| Robin Gomez | University of Miami | (727) 214-7463 rigomezr1972@gmail.com |
| Arron Humberson | Kast Construction | (412) 475-1657 ahumberson@kastbuild.com |
| Stuart Hoyer | Christel Construction | (239) 226-0500 shoyer@christelconstruction.com |

(ATTACHMENT 1) SCHEDULE OF UNIT PRICING
CITY OF PORT ORANGE
ITB #26-01
DEMOLITION CONTRACTOR SERVICES FOR FEDERALLY FUNDED PROJECTS

Completed (Attachment 1) Schedule of Unit Pricing MUST be included with Bid Submission

Instruction to save Attachment from DemandStar website:
Perform "File Save As" and save spreadsheet to your computer. Fill in pricing in highlighted cells, preferably electronically.
**Bidders are required to complete all fields shaded in green. All other fields will be automatically calculated.**

(ATTACHMENT 1) SCHEDULE OF UNIT PRICING MUST BE SIGNED

| | |
|---|---|
| NAME OF BUSINESS: | Reclaim Company, LLC |
| CONTACT PERSON: | Brandon Shoaf |
| EMAIL ADDRESS: | brandon@reclaimco.com |
| AUTHORIZED SIGNATURE: | |

ALL UNIT PRICING MUST BE IN ACCORDANCE WITH SPECIFICATIONS

| ITEM # | ITEM DESCRIPTION | QTY | UNIT of MEASURE | UNIT PRICE | EXTENDED PRICE |
|---|---|---|---|---|---|
| 1 | DEMOLISH WOOD FRAME STRUCTURE - AS OUTLINED IN THE SCOPE OF WORK IN THE ITB | 1 | SQUARE FOOT | $ .85 | $ .85 |
| 2 | DEMOLISH CONCRETE BLOCK STRUCTURE - AS OUTLINED IN THE SCOPE OF WORK IN THE ITB | 1 | SQUARE FOOT | $ .60 | $ .60 |
| 3 | ASBESTOS SURVEY | 1 | LUMP SUM | | $ 1,800.00 |
| 4 | ASBESTOS ABATEMENT | 1 | SQUARE FOOT | $ 8.00 | $ 8.00 |
| 5 | INSTALLATION OF SILT FENCE | 1 | LINEAR FOOT | $ .35 | $ .35 |
| 6 | CONCRETE AND/OR ASPHALT FLATWORK (SLABS, FOOTERS, FOUNDATIONS, DRIVEWAY, WALKWAYS, ETC.) | 1 | CUBIC YARD | $ 2.80 | $ 2.80 |
| 7 | DEMOLISH ADDITIONAL STRUCTURES (SHEDS, DETACHED GARAGES, OUTBUILDINGS, OUTSIDE FIRE P | 1 | SQUARE FOOT | $ 10.00 | $ 10.00 |
| 8 | SEPTIC TANK AND APPURTENANCES REMOVAL | 1 | LUMP SUM | | $ 2,500.00 |
| 9 | SWIMMING POOL REMOVAL | 1 | LUMP SUM | | 4,500.00 |
| 10 | WELLS ON SITE - GROUTED (UNUSABLE) | 1 | LUMP SUM | | $ 1,750.00 |
| 11 | LOADING, TRANSPORTING, AND DISPOSING OF DEMOLITION DEBRIS AT AN APPROVED LANDFILL (TONNAGE BASED ON INDIVIDUAL WEIGHT TICKETS FROM DISPOSAL SITE) | 1 | TON | $ - | $ 218.00 |
| | | 1 | CUBIC YARD | $ - | $ 80.00 |
| 12 | RESTORATION OF NATURAL GROUND AFTER REMOVAL OF ALL DEBRIS, APPURTENANCES, AND FOUNDATION. RESTORATION SHALL INCLUDE GRADE, FURNISH AND INSTALL RYE AND BAHIA SEED OR ANY SEASONAL MIX | 1 | SQUARE FOOT | $ - | $ .03 |
| 13 | FILL | 1 | CUBIC YARD | $ - | $ 8.50 |
| 14 | RAILROAD-TIE BRIDGE REMOVAL (SEE EXAMPLE IMAGE NEXT PAGE) | 1 | LUMP SUM | | $ 8,000.00 |
| | | | | TOTAL | $18,879.13 |

** SEE BELOW**

** NOTE:

The evaluation of submittal packages shall include all prices stated in the BID FORM above. However, to evaluate the prices bid for items without an estimated quantity the City will utilize evaluation scenarios stated below. These evalution scenarios shall be added to the total prices bid. Purchasing will input the prices bid by each Bidder to determine the total price for each scenario. The evaluation scenarios to be used for evaluation purposes only are:

(1) SCENARIO #1

Demolish Wood Frame structure - 2,000 sq ft
Removal of all concrete flatwork - 100 cu yd
Silt fence installation - 600 LF
Loading, Transporting and Disposing - 2 Tons
Restore to natural grade with and seed (Rye/Bahia or seasonal mix) - 5,000 sq ft

(2) SCENARIO #2

Demolish Concrete Block structure - 2,000 sq ft
Removal of all concrete flatwork - 100 cu yd
Silt fence installation - 600 LF
Loading, Transporting and Disposing - 2 Tons
Restore to natural grade and seed (Rye/Bahia or seasonal mix) - 5,000 sq ft

| SCENARIOS | TOTAL COST |
|---|---|
| 1 - WOOD FRAME STRUCTURE | $ 2,776.00 |
| 2 - CONCRETE BLOCK STRUCTURE | $ 2,276.00 |







(ATTACHMENT 1) SCHEDULE OF UNIT PRICING
CITY OF PORT ORANGE
ITB #26-01
DEMOLITION CONTRACTOR SERVICES FOR FEDERALLY FUNDED PROJECTS

Completed (Attachment 1) Schedule of Unit Pricing MUST be included with Bid Submission

Instruction to save Attachment from DemandStar website:
Perform "File Save As" and save spreadsheet to your computer. Fill in pricing in highlighted cells, preferably electronically.

**Bidders are required to complete all fields shaded in green. All other fields will be automatically calculated.**

**(ATTACHMENT 1) SCHEDULE OF UNIT PRICING MUST BE SIGNED**

| | |
|---|---|
| NAME OF BUSINESS: | DSR Construction, Inc. |
| CONTACT PERSON: | Daniel Rogers |
| EMAIL ADDRESS: | dsrconinc@gmail.com |
| AUTHORIZED SIGNATURE: | Daniel S. Rogers |

ALL UNIT PRICING MUST BE IN ACCORDANCE WITH SPECIFICATIONS

| ITEM # | ITEM DESCRIPTION | QTY | UNIT of MEASURE | UNIT PRICE | EXTENDED PRICE |
|---|---|---|---|---|---|
| 1 2,000 | DEMOLISH WOOD FRAME STRUCTURE - AS OUTLINED IN THE SCOPE OF WORK IN THE ITB | 1 | SQUARE FOOT | $ 2.94 - | $ 5,880 - |
| 2 2,000 | DEMOLISH CONCRETE BLOCK STRUCTURE - AS OUTLINED IN THE SCOPE OF WORK IN THE ITB | 1 | SQUARE FOOT | $ 2.94 - | $ 5,880 - |
| 3 | ASBESTOS SURVEY | 1 | LUMP SUM | | $ 1,770 - |
| 4 | ASBESTOS ABATEMENT | 1 | SQUARE FOOT | $ 7.00 - | $ - |
| 5 600 | INSTALLATION OF SILT FENCE | 1 | LINEAR FOOT | $ 1.90 - | $ 1,140 - |
| 6 100 | CONCRETE AND/OR ASPHALT FLATWORK (SLABS, FOOTERS, FOUNDATIONS, DRIVEWAY, WALKWAYS, ETC.) | 1 | CUBIC YARD | $ 8.50 - | $ 850 - |
| 7 | DEMOLISH ADDITIONAL STRUCTURES (SHEDS, DETACHED GARAGES, OUTBUILDINGS, OUTSIDE FIRE P | 1 | SQUARE FOOT | $ 2.64 - | $ - |
| 8 | SEPTIC TANK AND APPURTENANCES REMOVAL | 1 | LUMP SUM | | $ 1,180 - |
| 9 | SWIMMING POOL REMOVAL | 1 | LUMP SUM | | 3,200 |
| 10 | WELLS ON SITE - GROUTED (UNUSABLE) | 1 | LUMP SUM | | $ 1,500 - |
| 11 2 TN | LOADING, TRANSPORTING, AND DISPOSING OF DEMOLITION DEBRIS AT AN APPROVED LANDFILL (TONNAGE BASED ON INDIVIDUAL WEIGHT TICKETS FROM DISPOSAL SITE) | 1 | TON | $ 88 - | $ 176 - |
| | | 1 | CUBIC YARD | $ - | $ - |
| 12 5,000 | RESTORATION OF NATURAL GROUND AFTER REMOVAL OF ALL DEBRIS, APPURTENANCES, AND FOUNDATION. RESTORATION SHALL INCLUDE GRADE, FURNISH AND INSTALL RYE AND BAHIA SEED OR ANY SEASONAL MIX | 1 | SQUARE FOOT | $ .13 - | $ 650 - |
| 13 | FILL | 1 | CUBIC YARD | $ 22 - | $ 22 - |
| 14 | RAILROAD-TIE BRIDGE REMOVAL (SEE EXAMPLE IMAGE NEXT PAGE) | 1 | LUMP SUM | | $ 4,200 - |
| | | | | TOTAL | |

** SEE BELOW**

** NOTE:

The evaluation of submittal packages shall include all prices stated in the BID FORM above. However, to evaluate the prices bid for items without an estimated quantity the City will utilize evaluation scenarios stated below. These evalution scenarios shall be added to the total prices bid. Purchasing will input the prices bid by each Bidder to determine the total price for each scenario. The evaluation scenarios to be used for evaluation purposes only are:

(1) SCENARIO #1

Demolish Wood Frame structure - 2,000 sq ft
Removal of all concrete flatwork - 100 cu yd
Silt fence installation - 600 LF
Loading, Transporting and Disposing - 2 Tons
Restore to natural grade with and seed (Rye/Bahia or seasonal mix) - 5,000 sq ft

(2) SCENARIO #2

Demolish Concrete Block structure - 2,000 sq ft
Removal of all concrete flatwork - 100 cu yd
Silt fence installation - 600 LF
Loading, Transporting and Disposing - 2 Tons
Restore to natural grade and seed (Rye/Bahia or seasonal mix) - 5,000 sq ft

| SCENARIOS | TOTAL COST |
|---|---|
| 1 - WOOD FRAME STRUCTURE | $ 8,696 - |
| 2 - CONCRETE BLOCK STRUCTURE | $ 8,696 - |







Original

# SECTION 7 – REQUIRED FORMS

## FORM 7.1 – BID SUBMITTAL CHECKLIST

✓ Form 7.2 – Bidder's Acknowledgement

✓ Form 7.3 – Addendum and Change Order Procedure Acknowledgement

✓ Form 7.4 – Drug Free Preference Statement

✓ Form 7.5 – Public Entity Crimes Statement

✓ Form 7.6 – Anti-Collusion

✓ Form 7.7 – Statement of Bidder's Qualifications

✓ Form 7.8 – Professional References for Previous Experience

✓ Form 7.9 – List of Subcontractors

✓ Form 7.10 – Scrutinized Companies Certification

✓ Form 7.11 – E-Verify Affidavit

✓ Form 7.12 – Debarment, Suspension and Other Responsibility Matters

✓ Form 7.13 – Affidavit of Compliance With F.S. 287.138

✓ Form 7.14 – No Bid Response

✓ Form 7.15 Hold Harmless and Indemnity Agreement

✓ Form 7.16– COMPLIANCE WITH 2 C.F.R. §200.321

✓ FORM 7.17 AFFIDAVIT ATTESTING TO NONCOERCIVE CONDUCT FOR LABOR OR SERVICES

✓ APPENDIX A – 44 C.F.R. PART 18 CERTIFICATION REGARDING LOBBYING

✓ (Attachment 1) – Schedule of Unit Pricing

✓ Current Bonding Capacity Letter (as outlined in Section 6)

✓ Copy of all currently held Licenses (Contractor, Sunbiz, etc.)

✓ Current Tax Receipt of Bidder's municipality

✓ Original Bid Bond or certified check or bank draft (as outlined in Section 6)

✓ Submission of one (1) original marked "ORIGINAL" and one (1) digital (flash drive) version in PDF format

BY: DSR Construction, Inc.
Name of Business

Daniel Rogers - Pres.
Authorized Signature

5-15-26
Date

*This document must be completed and returned with your Submittal*

## FORM 7.2 – BIDDER'S ACKNOWLEDGEMENT

I have carefully examined the Invitation to Bid (ITB), Instructions to Bidders, General and/or Special Conditions, Specifications and any other documents accompanying or made a part of this invitation.

I hereby propose to furnish the goods or services specified in the ITB at the prices or rates as finally negotiated. I agree that my bid will remain firm for a period of up to one-hundred-twenty (120) days in order to allow the City of Port Orange adequate time to evaluate the proposed bid. Furthermore, I agree to abide by all conditions of the ITB.

I certify that all information contained in the bid is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this bid on behalf of the Bidder/Contractor as its act and deed and that the Bidder/Contractor is ready, willing and able to perform if awarded the contract.

I further certify that this bid is made without prior understanding, contract, connection, discussion or collusion with any person, firm or corporation submitting a bid for the same product or service; no officer, employee or agent of the City of Port orange City Council or of any other Bidder interested in said ITB; and that the undersigned executed this Bidder's Acknowledgement with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

I further certify that having read and examined the specifications and documents for the designated services and understanding the general conditions for the contract under which services will be performed, does hereby propose to furnish all labor, equipment and material to provide the services set forth in the ITB.

I hereby declare that the following listing states any clarifications, any and all variations from and exceptions to the requirements of the specifications and documents. The undersigned further declares that the "work" will be performed in strict accordance with such requirements and understands that any exceptions to the requirements of the specifications and documents may render the bid non-responsive.

**NO EXCEPTIONS ALLOWED AFTER THE BID IS SUBMITTED:**

**Please check one:** ☒I take NO exceptions. ☐Exceptions (list below; add additional pages if necessary):

_____

_____

DSR CONSTRUCTION, INC.
Name of Business

Debra Rogers
Authorized Signature

Debra Rogers, VP
Printed Name and Title

59-2474586
Federal Identification No.

103 Bill Cir
Mailing Address

Port Orange, FL 32128
City, State & Zip Code

386/428-6288
Telephone Number

debra@dsrconstructioninc.com
E-mail Address

STATE OF: Florida COUNTY OF: Volusia

The foregoing instrument was acknowledged before me by means of ☒physical presence or ☐online notarization, this 13th day of May, 2026, by Debra Rogers and who:

☐Is personally known to me; or ☒has produced FLDL as identification.

Donna Lemieux 5/16/27 Notary Public, State of Florida.
*Printed, typed or stamped name, commission and expiration:*

Donna Lemieux

*This document must be completed and returned with your Submittal*

DONNA LEMIEUX
Notary Public, State of Florida
Commission# HH 387303
My comm. expires May. 16, 2027

## FORM 7.3 – ADDENDUM AND CHANGE ORDER PROCEDURE ACKNOWLEDGEMENT

**ADDENDUM ACKNOWLEDGEMENT**

I have carefully examined the Invitation to Bid (ITB), Instructions to Bidders, General and/or Special Conditions, Specification and any other documents accompanying or made a part of this ITB.

I acknowledge receipt and incorporation of the following addenda and the cost, if any, of such revisions has been included in the price of the bid proposal.

Addendum# 1 Date: 5-8-26 Addendum#_____ Date:_____

Addendum# 2 Date: 5-8-26 Addendum#_____ Date:_____

**CHANGE ORDER PROCEDURE ACKNOWLEDGEMENT**

If awarded the Contract for this Solicitation, I acknowledge that no oral statement of any person shall modify or otherwise change or affect the terms, conditions or specifications stated in the resulting contract. All change order requests shall be made in writing by the Contractor for review by the Contract Administrator for the City of Port Orange. No work shall be performed as set forth in the change order until the Contractor receives an executed Purchase Order for the requested change.

I acknowledge the above statements regarding Addendum Acknowledgement and Change Order Procedures:

DSR Construction, Inc.
Name of Business

Debra Rogers
Authorized Signature

Debra Rogers - VP
Printed Name and Title

NOTARY PUBLIC
DONNA LEMIEUX
Notary Public, State of Florida
Commission# HH 387303
My comm. expires May. 16, 2027

STATE OF: Florida COUNTY OF: Volusia

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this

13th day of May, 2026, by Debra Rogers and who:

☐ Is personally known to me; or ☒ has produced FLDL as identification.

Donna Lemieux 5/16/27 Notary Public, State of Florida
*Printed, typed or stamped name, commission and expiration:*

Donna Lemieux

***This document must be completed and returned with your Submittal***

## FORM 7.4 – DRUG-FREE PREFERENCE STATEMENT

IDENTICAL TIE BIDS – Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids, proposals, statements or replies are equal with respect to price, quality and service are received by the City for procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied Bidders have a drug-free workplace program.

In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation and employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are under a 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 the 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 of chapter 893 or of any controlled substance the law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

5. Impose a sanction on or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by an employee who is so convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of Section 287.087, Florida Statutes.

As an authorized representative of the firm, I certify that this firm complies fully with the above requirements.

DSR Construction, Inc.
Name of Business

Debra Rogers
Authorized Signature

Debra Rogers, VP
Printed Name and Title

DONNA LEMIEUX
Notary Public, State of Florida
Commission# HH 387303
My comm. expires May. 16, 2027

STATE OF: Florida COUNTY OF: Volusia

The foregoing instrument was acknowledged before me by means of ☒physical presence or ☐online notarization, this 16th day of May, 2026, by Debra Rogers and who:

☐Is personally known to me; or ☒has produced FLDL as identification.

Donna Lemieux 5/16/27 Notary Public, State of Florida.
*Printed, typed or stamped name, commission and expiration:*

Donna Lemieux

**This document must be completed and returned with your Submittal**

## FORM 7.5 – SWORN STATEMENT ON PUBLIC ENTITY CRIMES

**UNDER SECTION 287.133(3)(A), FLORIDA STATUTES**

(To be signed in the presence of a notary public or other authorized to administer oaths.)

Before me, the undersigned Authority, personally appeared affiant Debra Rogers, who, being by me first duly sworn, made the following statement:

1. The business address of 103 Bill Cir, Port Orange, FL 32128 (name of Offeror or business) is DSR Construction, Inc.
2. My relationship to DSR Construction, Inc. (name of Offeror or business) is VP (relationship such as sole proprietor, partner, president, vice president.)
3. I understand that a public entity crime as defined in Section 287.133 of the Florida Statutes includes 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 in Florida or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any proposal or contract for goods or services to be provided to any public entity or such and agency or political subdivision and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy or material misrepresentation.
4. I understand that "convicted" or "conviction" is defined by the Florida Statutes to mean a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilt or nolo contendere.
5. I understand that "affiliate" is defined by the Florida Statutes to mean (1) a predecessor or successor of a person or a corporation 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, or (3) those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate, or (4) a person or corporation who knowingly entered into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months.
6. Neither the Offeror or contractor, nor any officer, director, executive, partner, shareholder, employee, member or agent who is active in the management of the Offeror or contractor, nor any affiliate of the Offeror or contractor has been convicted of a public entity crime subsequent to July 1, 1989. **(Draw a line through paragraph 6 if paragraph 7 below applies.)**
7. ~~There has been~~ a conviction of a public entity crime by the Offeror or contractor, or an officer, director, executive, partner, shareholder, employee, ~~member or agent~~ of the Offeror or contractor who is active in the management of the Offeror or contractor or an affiliate of the Offeror or ~~contractor. A determination has been made pursuant to Section 287.133(3) by order of the Division of Administrative Hearings that it is not in the public interest~~ for the name of the convicted person or affiliate to appear on the convicted Bidder list. The name of the ~~convicted person~~ or affiliate is: _____. A copy of the order of the Division Administrative Hearing ~~is attached.~~

**(Draw a line through paragraph 7 if paragraph 6 above applies)**

DSR Construction, Inc.
Name of Business

Debra Rogers
Authorized Signature

Debra Rogers, VP
Printed Name and Title

STATE OF: Florida

COUNTY OF: Volusia

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 13th day of May, 2026, by Debra Rogers and who:

☐ Is personally known to me; or ☒ has produced FLDL as identification.

Donna Lemieux 5/16/27 Notary Public, State of Florida.
*Printed, typed or stamped name, commission and expiration:*

Donna Lemieux

~~This document must be completed and returned with your Submittal~~

DONNA LEMIEUX
Notary Public, State of Florida
Commission# HH 387303
My comm. expires May. 16, 2027

## FORM 7.6 – ANTI-COLLUSION

By signing this form, the Bidder agrees that this bid is made without any other understanding, agreement or connection with any person, corporation or firm submitting a bid for the same purpose and that the bid is in all respects fair and without collusion or fraud.

SIGN in ink in the space provided below. Unsigned bids will be considered incomplete and will be disqualified and rejected.

IT IS AGREED BY THE UNDERSIGNED BIDDER THAT THE SIGNING AND DELIVERY OF THE BID REPRESENTS THE BIDDER'S ACCEPTANCE OF THE TERMS AND CONDITIONS OF THE FOREGOING SPECIFICATIONS, CONTRACT AND PROVISION, AND IF AWARDED, THIS CONTRACT WILL REPRESENT THE AGREEMENT BETWEEN THE BIDDERS AND THE CITY OF PORT ORANGE.

NAME OF FIRM: DSR Construction, Inc.

SIGNED BY: Debra Rogers

(MUST BE SIGNED BY A COMPANY OFFICER OR AUTHORIZED AGENT)

PRINTED SIGNATURE: Debra Rogers

TITLE: VP

ADDRESS: 103 Bill Cir

CITY, STATE AND ZIP CODE: Port Orange, FL 32128

TELEPHONE: 386/428-6288

F.E.I.N.: 59-2474586

**NO** bid may be withdrawn for a period of one-hundred-twenty (120) days subsequent to the submittal of the bids without the consent of the City of Port Orange.

***This document must be completed and returned with your Submittal***

## FORM 7.7 – STATEMENT OF BIDDER'S QUALIFICATIONS

The undersigned warrants that he or she is duly authorized to complete this document, and hereby affirms that the information contained in Form 7.7 is complete, true and correct to the best of his or her knowledge and belief. If necessary, question may be answered on separate paper and attached with any additional information that may be pertinent.

A. Name of Bidder: DSR Construction, Inc.

B. Permanent main office address: 103 Bill Cir, Port Orange, FL 32128

C. Date organized: 6-19-1984

D. If a corporation, where incorporated: Florida

E. How many years have you been engaged in the business under your present firm or trade name? 42 yrs.

F. Contracts on hand: (List these, showing amount of each contract and the approximate anticipated dates of completion.) **USE SEPARATE SHEET & ATTACH TO SUBMITTAL**

G. General character of work performed by your company: Excellent

H. Have you ever failed to complete any work awarded to you? If so, where and why? None

I. Have you ever defaulted on a contract? If so, where and why? None

J. List your major equipment currently owned or leased: **USE SEPARATE SHEET & ATTACH TO SUBMITTAL**

K. Background and experience of the principal members of your organization, including the officers: USE **SEPARATE SHEET & ATTACH TO SUBMITTAL**

L. Credit currently available: $ 209,000

M. Give bank name, contact name and phone number: Truist Bank

Will you, upon request, fill out a detailed financial statement and furnish any other information that may be required by the Owner? ☒Yes ☐No

The undersigned hereby authorizes and requests any person, firm or corporation to furnish any information requested by the Owner in verification of the recitals compromising the Statement of Bidder's Qualifications.

DSR Construction, Inc.
Name of Business

Debra Rogers
Authorized Signature

Debra Rogers, VP
Printed Name and Title

STATE OF: Florida

COUNTY OF: Volusia

The foregoing instrument was acknowledged before me by means of ☒physical presence or ☐online notarization, this 13th day of May, 2026, by Debra Rogers and who:

☐Is personally known to me; or ☒has produced FL DL as identification.

Donna Lemieux 5/16/26
Notary Public, State of Florida

*Printed, typed or stamped name, commission and expiration:*

Donna Lemieux

DONNA LEMIEUX
Notary Public, State of Florida
Commission# HH 387303
My comm. expires May. 16, 2027

*This document must be completed and returned with your Submittal*

## FORM 7.8 – PROFESSIONAL REFERENCES FOR PREVIOUS EXPERIENCE

The Bidder proposes that they are qualified to perform the referenced work and has successfully done so on recent projects similar in nature and size. The City reserves the right to check references and confirm information provided herein. **Please provide three (3) current and correct references from clients for similar services. (DO NOT include the City of Port Orange.)**

1. Company Name: City of Debary
   Contact Person: Richard Villasenor, P.E.
   City, State: Debary, FL
   Telephone Number: 386/601-0215
   Email Address: rvillasenor@debary.org
   Description of goods/services provided: US 17/92 at Sunrail Station, (Fort Florida Road to Coast to Coast Trail) (Segment 2)
   Contract Amount: $205,901.98
   Start/End Date of Contract: 11/5/24 thru 3/21/2025
2. Company Name: City of Orange City
   Contact Person: Mariluz Diaz
   City, State: Orange City, FL
   Telephone Number: 386/775-5472
   Email Address: mdiza@orangecityfl.gov
   Description of goods/services provided: Safety Decking for Colin's Dream Skate Park
   Contract Amount: $119,581.80
   Start/End Date of Contract: 1/4/23 thru 4-17-23
3. Company Name: City of Ormond Beach
   Contact Person: Roger Strcula
   City, State: Ormond Beach, FL
   Telephone Number: 386/299-2462
   Email Address: rwstrcula@uphaminc.com
   Description of goods/services provided: Casements Northside Improvements
   Contract Amount: $276,664.00
   Start/End Date of Contract: 4-8-20 thru 9-4-20

*This document must be completed and returned with your Submittal.*

NONE

## FORM 7.9 – LISTING OF SUBCONTRACTORS

The Bidder proposes that the following subcontractors are qualified to perform the referenced work and have successfully done so on recent projects similar in nature and size. All subcontractors whose work product accounts for 5% or more of the total contract value shall be listed. Upon approval of subcontractors listed, the successful **Bidder shall not substitute subcontractors without approval from the City Representative**. Bidder shall attach additional sheets as necessary.

Subcontractor No. 1

Name: _____

Description of Work: _____

Percent of Contract Price: _____

Previous Experience Together: ☐Yes ☐No

Subcontractor No. 2

Name: _____

Description of Work: _____

Percent of Contract Price: _____

Previous Experience Together: ☐Yes ☐No

Subcontractor No. 3

Name: _____

Description of Work: _____

Percent of Contract Price: _____

Previous Experience Together: ☐Yes ☐No

Subcontractor No. 4

Name: _____

Description of Work: _____

Percent of Contract Price: _____

Previous Experience Together: ☐Yes ☐No

Subcontractor No. 5

Name: _____

Description of Work: _____

Percent of Contract Price: _____

Previous Experience Together: ☐Yes ☐No

*This document must be completed and returned with your submittal*

**FORM 7.10 SCRUTINIZED COMPANIES CERTIFICATION**

***(To be signed in the presence of a notary public or other officer authorized to administer oaths.)***

**SCRUTINIZED COMPANIES CERTIFICATION PURSUANT TO SECTION 287.135, FLORIDA STATUTES**

I, Debra Rogers, VP, on behalf
(Print Name and Title)

of DSR Construction, Inc. ("Company"), certify that DSR Construction, Inc.
(Company Name) (Company Name)

does not:
1. Participate in a boycott of Israel; and
2. Is not on the Scrutinized Companies with Boycott Israel List; and
3. Is not on the Scrutinized Companies with Activities in Sudan List; and
4. Is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; and
5. Has not engaged in business operations in Syria.

Submitting a false certification shall be deemed a material breach of contract. The City of Port Orange shall provide notice, in writing, to the Company of the City's determination concerning the false certification. The Company shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If the Company does not demonstrate that the City's determination of false certification was made in error, then the City shall have the right to terminate the contract and seek civil remedies pursuant to Florida Statute § 287.135.

Section 287.135, Florida Statutes prohibits the City from: 1) Contracting with companies for goods or services in any amount if at the time of bidding on, submitting a proposal for, or entering into or renewing a contract if the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, F.S. or is engaged in a boycott of Israel; and 2) Contracting with companies for goods or services over $1,000,000.00 that are on either the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473, or are engaged in business operations in Syria.

As the person authorized to sign on behalf of the Company, I hereby certify that the company identified above in the section entitled "Company Name" does not participate in any boycott of Israel, is not listed on the Scrutinized Companies that Boycott Israel List, is not listed on either the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List and is not engaged in business operations in Syria. I understand that pursuant to Section 287.135, Florida Statutes, the submission of a false certification may subject the company to civil penalties, attorney's fees, and/or costs. I further understand that any contract with the City for goods or services may be terminated at the option of the City if the company is found to have submitted a false certification or has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

DSR Construction, Inc.
COMPANY NAME

Debra Rogers
SIGNATURE

Debra Rogers
PRINT NAME

V.P.
TITLE

STATE OF FLORIDA

COUNTY OF: Volusia

The foregoing instrument was acknowledged before me by means of ☒physical presence or ☐online notarization, this 13th day of May, 2026, by Debra Rogers and who:

☐Is personally known to me; or ☒has produced FL DL as identification.

Donna Lemieux 5/16/26
Notary Public, State of Florida
*Printed, typed or stamped name, commission and expiration:*

Donna Lemieux

***This document must be completed and returned with your submittal***

DONNA LEMIEUX
Notary Public, State of Florida
Commission# HH 387303
My comm. expires May. 16, 2027

**FORM 7.11 – E-VERIFY AFFIDAVIT**

# CITY OF PORT ORANGE

## CONTRACTOR E-VERIFY AFFIDAVIT
## IN ACCORDANCE WITH SECTION 448.095, FLORIDA STATUTES

Project Name: City of Port Orange Demolition Services for Federally Funded Projects

Solicitation Number: ITB 26-01

**I, the undersigned hereby certify that** DSR Construction, Inc. **(insert contractor company name) does not employ, contract with or subcontract with an unauthorized alien, and is otherwise in full compliance with Section 448.095, Florida Statutes.**

I acknowledge that it is my responsibility to ensure full compliance with Section 448.095, Florida Statutes. I am aware enrollment in the E-Verify system for employers can be done at www.e-verify.gov.

**A true and correct copy of** DSR Construction, Inc. **(insert contractor company name) proof of registration in the E-Verify system is attached to this Affidavit.**

By affixing my signature below, I hereby affirm that I am duly authorized to bind the company reference herein and I will comply with all applicable E-Verify requirements.

Debra Rogers, VP
Print or Type Name, Title

Debra Rogers
Signature of Affiant

59-2474586
Federal Employer ID Number (FEIN)

636503
E-Verify Number

DONNA LEMIEUX
Notary Public, State of Florida
Commission# HH 387303
My comm. expires May. 16, 2027

STATE OF FLORIDA

COUNTY OF: Volusia

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization, this 13th day of May, 2026, by Debra Rogers and who:

☐ Is personally known to me; or ☒ has produced FL DL as identification.

Donna Lemieux 5/16/27
Notary Public, State of Florida

*Printed, typed or stamped name, commission and expiration:*

Donna Lemieux

***This document to be completed and returned with your Submittal***

**FORM 7.12 – CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS**

## Primary Covered Transactions

**(To be completed by Prime Contractor)**

1. The prospective participant certifies to the best of its knowledge and belief that it and its principals:
   (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by and Federal department or agency;
   (b) Have not within a three-year period preceding this proposal bee convicted for had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft forgery, bribery, falsification or destruction of records, making false statement or receiving stolen property.
   (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 1. (b) of this certification;
   (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

DSR Construction, Inc.
Organization Name

ITB # 26-01 DEMOLITION SERVICES FOR FEDERALLY FUNDED PROJECTS
Bid Number or Project Name

Debra Rogers, VP
Name and Title of Authorized Representative

Debra Rogers
Signature

5-13-26
Date

***This document must be completed and returned with your Submittal***

## FORM 7.13 – AFFIDAVIT OF COMPLIANCE WITH SECTION 287.138, FLORIDA STATUTES

### AFFIDAVIT OF COMPLIANCE WITH SECTION 287.138, FLORIDA STATUTES CONTRACTING WITH FOREIGN ENTITIES OF CONCERN

The undersigned ("Affiant"), on behalf of the entity listed below ("Entity"), hereby attests under penalty of perjury as follows:

1. Affiant is the VP (Title) of DSR Construction, Inc. (Business Name) which does business in the State of Florida, hereinafter called the "Entity".
2. Entity is not owned by the government of a foreign country of concern, as defined in Section 287.138 (1)(c), Florida Statutes.
3. The government of a foreign country of concern does not have a controlling interest in Entity, as defined in Section 287.138 (1)(a), Florida Statutes.
4. Entity is not organized under the laws of, and does not have a principal place of business in, a foreign country of concern.
5. Entity is not owned or controlled by the government of a foreign country of concern.
6. For purposes of this affidavit, a foreign country of concern means the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolas Maduro, or the Syrian Arab Republic, including any agency of or any other entity of significant control of such foreign country of concern, as defined in Section 287.138(1)(c), Florida Statutes.

The undersigned is authorized to execute this affidavit on behalf of the Entity.

Date: May 13, 20 26 Signed: Debra Rogers

Entity: DSR Construction, Inc. Name: Debra Rogers

Title: VP

STATE OF: Florida COUNTY OF: Volusia

The foregoing instrument was acknowledged before me by means of ☒physical presence or ☐online notarization, this 13th day of May, 2026, by Debra Rogers and who:

☐Is personally known to me; or ☒has produced FLDL as identification.

Donna Lemieux 5/16/27

Notary Public, State of Florida at Large:

*Printed Name/Seal of Notary, Commission and Expiration Date:*

Donna Lemieux 5/16/27

My commission expires:

(seal)

NOTARY PUBLIC
DONNA LEMIEUX
Notary Public, State of Florida
Commission# HH 387303
My comm. expires May. 16, 2027

***This document must be completed and returned with your Submittal***

## FORM 7.14 – NO BID RESPONSE

If your company will not be submitting a bid in response to this solicitation, please complete this form and return via e-mail prior to the solicitation due date established within to:

City of Port Orange
Purchasing Division
1000 City Center Circle
Port Orange, FL 32129
purchdiv@port-orange.org

N/A

This information will assist the Purchasing Division in the preparation of future solicitations.

**Solicitation: ITB #26-01 DEMOLITION SERVICES FOR FEDERALLY FUNDED PROJECTS**

Company Name: _____

Contact Person Name & Title: _____

Address: _____

Telephone: _____ Email Address: _____

Please check a reason for a "no response".

☐Specifications "too tight" or geared toward on brand or manufacturer (please explain below)
☐Insufficient time to respond
☐Specifications unclear (please explain below)
☐We do not offer this product/service or an equivalent
☐Our product schedule does not permit us to perform within stated timeline for the project
☐Unable to meet specifications
☐Unable to meet bond requirements
☐Unable to hold prices firm throughout the term of the contract period
☐Unable to meet insurance requirements
☐Other: _____

Print Name: _____

Signature: _____ Date: _____

Additional Information:

_____

_____

_____

_____

If submitting this form, only this form needs to be returned. It is not necessary to return the entire solicitation package.

# FORM 7.15 HOLD HARMLESS AND INDEMNITY AGREEMENT

Daniel Rogers, Pres.
DSR Construction, Inc., (hereinafter "Contractor"), agrees through the signing of this document by an authorized party or agent that Contractor shall be liable for any loss of, or damage to, City property caused by the negligence, recklessness, or intended wrongful misconduct of Contractor, his/its agents, servants and employees and it shall indemnify and hold harmless the City of Port Orange, and its agents, employees, and public officials from and against all actions, proceedings, claims, demands, costs, damages and expenses, including attorney's fees, by reason of any suit or action brought for any actual or alleged injury to or death of any person or damage to property other than City property, arising out of or incidental to the performance of this contract or work performed thereunder, whether or not due to or caused by the negligence of the City of Port Orange, its agents, employees, and public officials.

To the fullest extent permitted by law, in addition to the express duty to indemnify City when there is any causal connection between Contractor's work and any injury, loss, damage, death or property damage, Contractor expressly undertakes a duty to defend City as a separate duty, independent of and broader than the duty to indemnify. The duty to defend agreed to by Contractor hereby expressly includes all costs of litigation, attorney's fees, settlement costs and reasonable expenses in connection with the litigation, whether or not the claims made for loss, injury, damage or property damage are valid or groundless and regardless of whether the defense of City is maintained by the City or assumed by Contractor as long as the claims made could be causally connected to Contractor as reasonably determined by City.

This provision shall also pertain to any claims brought against the City of Port Orange, its agents, employees, and public officials by an employee of the named Contractor, any Sub-contractor, or anyone directly or indirectly employed by any of them.

Indemnification for Grant Funded Projects. Contractor shall indemnify, defend and hold harmless the City, Florida Department of Emergency Management (FDEM), its employees and/or their contractors and the government of the United States, its employees and/or their contractors (U.S.), from and against all claims, damages, losses, and expenses, including, but not limited to, attorney's fees arising out of, resulting from, or incident to Contractor's performance of its obligations in whole or part of this Agreement, unless such injury or damage is occasioned solely by the fault, negligence, or willful misconduct of the City, FDEM, or US.

In all claims against City, FDEM or U.S., Contractor's indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation or any benefits payable by or for Contractor, or its employees, agents, or subcontractors.

Daniel S. Rogers
CONTRACTOR

5-13-26
DATE

***This Form Must Be Completed and Returned with your Submittal.***

## FORM 7.16 – COMPLIANCE WITH 2 C.F.R. §200.321

Contracting with small and minority business enterprises (MBEs), women's business enterprises (WBEs), veteran-owned businesses (VOBs), and labor surplus area firms (LSAFs)

The undersigned bidder hereby certifies that DSR Construction, Inc. (Name of Business) has taken the next affirmative steps, if subcontractors are to be used, to ensure that MBEs/WBEs/VOBs/LSAFs are used, whenever possible:

i. Placing qualified MBEs/WBEs/VOBs/LSAFs enterprises on solicitation lists;

ii. Assuring that MBEs/WBEs/VOBs/LSAFs are solicited whenever they are potential sources;

iii. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by MBEs/WBEs/VOBs/LSAFs (however, this requirement does not authorize the City to break a single project down into smaller components in order to circumvent the micro-purchase or small purchase thresholds so as to utilize streamlined acquisition procedures (e.g. "project splitting");

iv. Establishing delivery schedules, where the requirement permits, which encourage participation by MBEs/WBEs/VOBs/LSAFs; and

v. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

The requirement outlined above does not impose an obligation to set aside either the award of a subcontract to MBEs/WBEs/VOBs/LSAFs. Rather, the requirement only encourages carrying out and documenting the affirmative steps identified above.

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

Debra Rogers

*Signature of Contractor's Authorized Official*

Debra Rogers, VP

*Name & Title of Contractor's Authorized Official*

Date: 5-13-26

***This document must be completed and returned with your Submittal***

## FORM 7.17 AFFIDAVIT ATTESTING TO NONCOERCIVE CONDUCT FOR LABOR OR SERVICES

Effective July 1, 2024, Section 787.06, Florida Statutes, a nongovernmental entity executing, renewing, or extending a contract with a governmental entity is required to provide an affidavit, signed by an officer or a representative of the nongovernmental entity under penalty of perjury, attesting that the nongovernmental entity does not use coercion for labor or services as defined in Section 787.06(2)(a), Florida Statutes.

By signing below, **I hereby affirm under penalty of perjury that:**

1. I have read Section 787.06, Florida Statutes, and understand that this affidavit is provided in compliance with the requirement that, upon execution, renewal, or extension of a contract between a nongovernmental entity and a governmental entity, the nongovernmental entity must attest to the absence of coercion in labor or services.

2. I am an officer or representative of DSR Construction, Inc., a nongovernmental entity.

3. DSR Construction, Inc does not use coercion for labor or services as defined in the relevant section of the law.

In the presence of:

Daniel S. Rogers

Witness #1 Print Name: DANIEL S. ROGERS

Witness #2 Print Name: _____

**Under penalties of perjury, I declare that I have read the foregoing and the facts stated in it are true:**

Debra Rogers

Print Name: Debra Rogers

Title: VP

Entity Name: DSR Construction, Inc.

### OATH OR AFFIRMATION

State of Florida
County of Florida

Sworn to (or affirmed) and subscribed before me by means of ☑ physical presence or ☐ online notarization, this 13th day of May, 20 26, by Debra Rogers (name of person) as VP (type of authority) for DSR Construction, Inc. (name of party on behalf of whom instrument is executed).

Donna Lemieux

Notary Public (Print, Stamp, or Type as Commissioned)

_____Personally known to me; or
__X__Produced identification (Type of Identification: FLDL )
_____Did take an oath; or
_____Did not take an oath

DONNA LEMIEUX
Notary Public, State of Florida
Commission# HH 387303
My comm. expires May. 16, 2027

*This document must be completed and returned with your Submittal*

## APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING Certification for Contracts, Grants, Loans, and Cooperative Agreements

***(Required for each bid or offer exceeding $100,000)***

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

1. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

The Contractor, DSR Construction, Inc., certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Debra Rogers

*Signature of Contractor's Authorized Official*

Debra Rogers, VP

*Name & Title of Contractor's Authorized Official*

Date: 5-13-26

***This document must be completed and returned with your Submittal***

WESTFIELD

May 11, 2026

DSR Construction Inc
P.O. Box 1218
Edgewater, FL 32132

**Re:** DSR Construction Inc - **Bonding Reference Letter**

To Whom It May Concern:

The Westfield Insurance Company is licensed to transact business in the State of Florida and is listed on the Federal Treasury List of Approved Sureties. Westfield Insurance Company has an A.M. Best Rating of "A" (Excellent) with a Financial Size Category of "XV". DSR Construction Inc is currently in good standing with Westfield Insurance Company. We consider projects up to a $750,000 single/aggregate bond limit.

**Our approval of such a request would be conditioned upon applicable underwriting considerations at the time of the bond request. This letter is not an assumption of liability. We have issued this letter only as a bonding reference requested by our client.**

Should you require additional information regarding DSR Construction Inc bond program please feel free to contact our office.

Sincerely,

*Valerie McCormick*

Valerie McCormick
WesExpress Program
Westfield Insurance Company
One Park Circle,
Westfield Center, OH 44251
844-937-3977

Ron DeSantis, Governor

Melanie S. Griffin, Secretary

# STATE OF FLORIDA
# DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

## CONSTRUCTION INDUSTRY LICENSING BOARD

THE GENERAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

## ROGERS, DANIEL S

DSR CONSTRUCTION INC
103 BILL CIRCLE
PORT ORANGE FL 32128

**LICENSE NUMBER: CGC034178**

**EXPIRATION DATE: AUGUST 31, 2026**

Always verify licenses online at MyFloridaLicense.com

ISSUED: 08/21/2024

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

Ron DeSantis, Governor

Melanie S. Griffin, Secretary

Florida dbpr

# STATE OF FLORIDA
# DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

## CONSTRUCTION INDUSTRY LICENSING BOARD

THE ROOFING CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

## ROGERS, DEBRA JEAN

DSR CONSTRUCTION INC
103 BILL CIRCLE
PORT ORANGE FL 32128

**LICENSE NUMBER: CCC051544**

**EXPIRATION DATE: AUGUST 31, 2026**

Always verify licenses online at MyFloridaLicense.com

ISSUED: 08/21/2024

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

Current Tax Receipt of Bidder's municipality.

Volusia County
FLORIDA
Building & Code Administration

October 09, 2024

To Whom it May Concern:

Effective January 1, 2024, the ordinance requiring a Volusia County business tax receipt is repealed and a Volusia County business tax receipt is no longer required for any business located within Volusia County. This statement can also be found on our website at the following link: https://www.volusia.org/services/business-services/revenue-services/business-tax-receipt/ . Attached is a copy of the ordinance containing the changes where the language requiring a Business Tax Receipt has been stricken from the ordinance.

I hope this information proves to be useful.

BSR Construction, Inc.
103 Bill Cir
Port Orange, FL 32128

Respectfully,

Location: Volusia County

Kerry Leuzinger
Chief Building Official

123 West Indiana Avenue, Room 203 • DeLand, FL 32720
Tel: 386-736-5957 248-8158 424-6828 • FAX: 386-740-5215
www.volusia.org/contractors

**BID BOND**

## BID BOND

Bond No.: n/a

KNOW ALL MEN BY THESE PRESENTS that DSR Construction, Inc., as Contractor, duly authorized to conduct business in the State of Florida, whose principal place of business is located at 103 Bill Circle, Port Orange, FL 32128, Tel.: 386-428-6288, (hereinafter called "PRINCIPAL"), and Westfield Insurance Company, as SURETY, duly authorized to conduct business in the State of Florida, whose principal place of business is located at P. O. Box 5001, Westfield Center, OH 44251, Tel: (330) 887-0101 (hereinafter called "SURETY"), are held and firmly bound unto the City of Port Orange, Florida, as CITY, a Florida municipal corporation, whose address is City of Port Orange, 1000 City Center Circle, Port Orange, Florida 32129, Tel: (386) 506-5501, (hereinafter called "OBLIGEE" or CITY", in the penal sum of -Five Percent of Proposed Bid- dollars and (-----)/100 ($--5%---), lawful money of the United States, for the payment of which sum shall and truly be made, whereof PRINCIPAL and SURETY bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that, whereas the Principal has submitted the accompanying bid, dated May 15, 2026, for:

**Project Name/Bid No.:** **Demolition Services for Federally Funded Projects – Project No. 26-01**

**Project Address:** **City of Port Orange, Florida**

**Legal Description:** See Attached **Demolition Services for Federally Funded Projects – Project No. 26-01**

**Description of Work:** **Demolition Services for Federally Funded Projects**

NOW, THEREFORE,

A. If the Principal shall not withdraw said bid withing one hundred twenty (120) days after date of opening of the same, and shall within ten (10) days after the prescribed forms are presented to it for signature, enter into a written contract with the City in accordance with the bid as accepted, and give bonds with good and sufficient surety or sureties, as may be required, for the faithful performance and proper fulfillment of such contract, then the above obligations shall be void and of no effect, otherwise to remain in full force and virtue.

B. In the event of the withdrawal of said bid within the period specified, or the failure to enter into such contract and give such bonds withing the time specified, if the principal shall pay the City the difference between the amount specified in said bid and the amount for which the City may procure the required work and supplies. If the latter amount be in excess of the former, then the above obligations then the above obligations shall be void and of no effect, otherwise to remain in full force and virtue.

IN WITNESS WHEREOF, the above parties have executed this instrument under their several seals, this 15th day of May, 2026, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

*Note: If the firm is a sole ownership or partnership including limited liability company, two (2) witnesses are required to attest the signature. If the firm is a corporation, then the corporate secretary shall attest and affix the corporate seal (Attach power of attorney to the original bid bond and financial statement of Surety Company).*

PRINCIPAL: DSR Construction, Inc.

Daniel S. Rogers
Signature

Daniel S. Rogers
Corporate Officer & Title

ATTEST:

Debra Rogers
Signature

Corporate Secretary (Affix Corporate Seal)

DSR CONSTRUCTION, INC. CORPORATE SEAL 1984 FLORIDA

WITTNESSES:

SURETY: Westfield Insurance Company

Don Bramlage
Attorney-in-Fact (signature)

Don Bramlage, Attorney-In-Fact
Name & Title

Don Bramlage
Name of Local Resident Agent

4380 St. Johns Parkway, Suite 110 Sanford, FL 32771
City, State, Zip

407-330-3990
Telephone:

A.M. Best No.: 002382 NAIC No.: 24112

ATTEST:

see attached power of attorney
Signature

Corporate Secretary (Affix Corporate Seal)

STATE OF Florida

COUNTY OF Seminole

Before me this day personally appeared Don Bramlage (affiant), who, being duly sworn, deposes and says that he/she is the Attorney-in-Fact for the Westfield Insurance Company (corporate surety) and that this person has been authorized by Westfield Insurance Company (corporate surety) to execute the foregoing bond on behalf of the Contractor named therein in favor of the City of Port Orange, Florida.

Don Bramlage
Signature of Affiant Don Bramlage

The foregoing instrument was acknowledged before me by means of ☒physical presence or ☐online notarization, this 15th day of May, 2026, by Don Bramlage and who:

☒Is personally known to me; or ☐ has produced n/a as identification.

Natalie C. Demers
Notary Public, State of Florida

Printed, typed or stamped name, commission and expiration:

Notary Public State of Florida
Natalie C. Demers
My Commission HH 388923
Expires 7/30/2027

**END OF BID BOND**

***This document must be completed and returned with your Submittal***

General
Power
of Attorney

CERTIFIED COPY

POWER NO. **0994592 00**

# Westfield Insurance Co.
# Westfield National Insurance Co.
# Ohio Farmers Insurance Co.

Westfield Center, Ohio

*Know All Men by These Presents,* That WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, corporations, hereinafter referred to individually as a "Company" and collectively as "Companies," duly organized and existing under the laws of the State of Ohio, and having its principal office in Westfield Center, Medina County, Ohio, do by these presents make, constitute and appoint

**DON BRAMLAGE, LAURA D. MOSHOLDER, EDWARD M. CLARK, JOINTLY OR SEVERALLY**

of **SANFORD** and State of **FL** its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver **any and all bonds, recognizances, undertakings, or other instruments or contracts of suretyship**- - - -

(ATTACHMENT 1) SCHEDULE OF UNIT PRICING
CITY OF PORT ORANGE
ITB #26-01
DEMOLITION CONTRACTOR SERVICES FOR FEDERALLY FUNDED PROJECTS

**Completed (Attachment 1) Schedule of Unit Pricing MUST be included with Bid Submission**

Instruction to save Attachment from DemandStar website:
Perform "File Save As" and save spreadsheet to your computer. Fill in pricing in highlighted cells, preferably electronically.
**Bidders are required to complete all fields shaded in green. All other fields will be automatically calculated.**

**(ATTACHMENT 1) SCHEDULE OF UNIT PRICING MUST BE SIGNED**

| | |
|---|---|
| NAME OF BUSINESS: | DSR Construction, Inc. |
| CONTACT PERSON: | Daniel Rogers |
| EMAIL ADDRESS: | dsrconinc@gmail.com |
| AUTHORIZED SIGNATURE: | Daniel S. Rogers |

**ALL UNIT PRICING MUST BE IN ACCORDANCE WITH SPECIFICATIONS**

| ITEM # | ITEM DESCRIPTION | QTY | UNIT of MEASURE | UNIT PRICE | EXTENDED PRICE |
|---|---|---|---|---|---|
| 1 2,000 | DEMOLISH WOOD FRAME STRUCTURE - AS OUTLINED IN THE SCOPE OF WORK IN THE ITB | 1 | SQUARE FOOT | $ 2.94 - | $ 5,880 - |
| 2 2,000 | DEMOLISH CONCRETE BLOCK STRUCTURE - AS OUTLINED IN THE SCOPE OF WORK IN THE ITB | 1 | SQUARE FOOT | $ 2.94 - | $ 5,880 - |
| 3 | ASBESTOS SURVEY | 1 | LUMP SUM | | $ 1,770 - |
| 4 | ASBESTOS ABATEMENT | 1 | SQUARE FOOT | $ 7.00 - | $ - |
| 5 600 | INSTALLATION OF SILT FENCE | 1 | LINEAR FOOT | $ 1.90 - | $ 1,140 - |
| 6 100 | CONCRETE AND/OR ASPHALT FLATWORK (SLABS, FOOTERS, FOUNDATIONS, DRIVEWAY, WALKWAYS, ETC.) | 1 | CUBIC YARD | $ 8.50 - | $ 850 - |
| 7 | DEMOLISH ADDITIONAL STRUCTURES (SHEDS, DETACHED GARAGES, OUTBUILDINGS, OUTSIDE FIRE P | 1 | SQUARE FOOT | $ 2.64 - | $ - |
| 8 | SEPTIC TANK AND APPURTENANCES REMOVAL | 1 | LUMP SUM | | $ 1,180 - |
| 9 | SWIMMING POOL REMOVAL | 1 | LUMP SUM | | 3,200 |
| 10 | WELLS ON SITE - GROUTED (UNUSABLE) | 1 | LUMP SUM | | $ 1,500 - |
| 2 TN 11 | LOADING, TRANSPORTING, AND DISPOSING OF DEMOLITION DEBRIS AT AN APPROVED LANDFILL (TONNAGE BASED ON INDIVIDUAL WEIGHT TICKETS FROM DISPOSAL SITE) | 1 | TON | $ 88 - | $ 176 - |
| | | 1 | CUBIC YARD | $ - | $ - |
| 12 5,000 | RESTORATION OF NATURAL GROUND AFTER REMOVAL OF ALL DEBRIS, APPURTENANCES, AND FOUNDATION. RESTORATION SHALL INCLUDE GRADE, FURNISH AND INSTALL RYE AND BAHIA SEED OR ANY SEASONAL MIX | 1 | SQUARE FOOT | $ 13 - | $ 650 - |
| 13 | FILL | 1 | CUBIC YARD | $ 22 - | $ 22 - |
| 14 | RAILROAD-TIE BRIDGE REMOVAL (SEE EXAMPLE IMAGE NEXT PAGE) | 1 | LUMP SUM | | $ 4,200 - |
| | | | | TOTAL | |

** SEE BELOW**

** NOTE:

The evaluation of submittal packages shall include all prices stated in the BID FORM above. However, to evaluate the prices bid for items without an estimated quantity the City will utilize evaluation scenarios stated below. These evalution scenarios shall be added to the total prices bid. Purchasing will input the prices bid by each Bidder to determine the total price for each scenario. The evaluation scenarios to be used for evaluation purposes only are:

(1) SCENARIO #1

Demolish Wood Frame structure - 2,000 sq ft
Removal of all concrete flatwork - 100 cu yd
Silt fence installation - 600 LF
Loading, Transporting and Disposing - 2 Tons
Restore to natural grade with and seed (Rye/Bahia or seasonal mix) - 5,000 sq ft

(2) SCENARIO #2

Demolish Concrete Block structure - 2,000 sq ft
Removal of all concrete flatwork - 100 cu yd
Silt fence installation - 600 LF
Loading, Transporting and Disposing - 2 Tons
Restore to natural grade and seed (Rye/Bahia or seasonal mix) - 5,000 sq ft

| SCENARIOS | TOTAL COST |
|---|---|
| 1 - WOOD FRAME STRUCTURE | $ 8,696 - |
| 2 - CONCRETE BLOCK STRUCTURE | $ 8,696 - |







# SECTION 7 – REQUIRED FORMS

## FORM 7.1 – BID SUBMITTAL CHECKLIST

✓ Form 7.2 – Bidder's Acknowledgement

✓ Form 7.3 – Addendum and Change Order Procedure Acknowledgement

✓ Form 7.4 – Drug Free Preference Statement

✓ Form 7.5 – Public Entity Crimes Statement

✓ Form 7.6 – Anti-Collusion

✓ Form 7.7 – Statement of Bidder's Qualifications

✓ Form 7.8 – Professional References for Previous Experience

✓ Form 7.9 – List of Subcontractors

✓ Form 7.10 – Scrutinized Companies Certification

✓ Form 7.11 – E-Verify Affidavit

✓ Form 7.12 – Debarment, Suspension and Other Responsibility Matters

✓ Form 7.13 – Affidavit of Compliance With F.S. 287.138

N/A Form 7.14 – No Bid Response

✓ Form 7.15 Hold Harmless and Indemnity Agreement

✓ Form 7.16– COMPLIANCE WITH 2 C.F.R. §200.321

✓ FORM 7.17 AFFIDAVIT ATTESTING TO NONCOERCIVE CONDUCT FOR LABOR OR SERVICES

✓ APPENDIX A – 44 C.F.R. PART 18 CERTIFICATION REGARDING LOBBYING

✓ (Attachment 1) – Schedule of Unit Pricing

✓ Current Bonding Capacity Letter (as outlined in Section 6)

✓ Copy of all currently held Licenses (Contractor, Sunbiz, etc.)

✓ Current Tax Receipt of Bidder's municipality

✓ Original Bid Bond or certified check or bank draft (as outlined in Section 6)

✓ Submission of one (1) original marked "ORIGINAL" and one (1) digital (flash drive) version in PDF format

BY: Samsula Demolition
Name of Business

Authorized Signature

05/13/26
Date

*This document must be completed and returned with your Submittal*

## FORM 7.2 – BIDDER'S ACKNOWLEDGEMENT

I have carefully examined the Invitation to Bid (ITB), Instructions to Bidders, General and/or Special Conditions, Specifications and any other documents accompanying or made a part of this invitation.

I hereby propose to furnish the goods or services specified in the ITB at the prices or rates as finally negotiated. I agree that my bid will remain firm for a period of up to one-hundred-twenty (120) days in order to allow the City of Port Orange adequate time to evaluate the proposed bid. Furthermore, I agree to abide by all conditions of the ITB.

I certify that all information contained in the bid is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this bid on behalf of the Bidder/Contractor as its act and deed and that the Bidder/Contractor is ready, willing and able to perform if awarded the contract.

I further certify that this bid is made without prior understanding, contract, connection, discussion or collusion with any person, firm or corporation submitting a bid for the same product or service; no officer, employee or agent of the City of Port orange City Council or of any other Bidder interested in said ITB; and that the undersigned executed this Bidder's Acknowledgement with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

I further certify that having read and examined the specifications and documents for the designated services and understanding the general conditions for the contract under which services will be performed, does hereby propose to furnish all labor, equipment and material to provide the services set forth in the ITB.

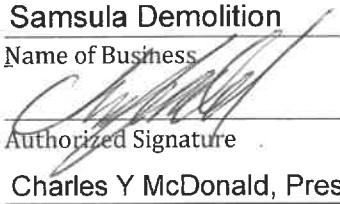
I hereby declare that the following listing states any clarifications, any and all variations from and exceptions to the requirements of the specifications and documents. The undersigned further declares that the "work" will be performed in strict accordance with such requirements and understands that any exceptions to the requirements of the specifications and documents may render the bid non-responsive.

**NO EXCEPTIONS ALLOWED AFTER THE BID IS SUBMITTED:**

**Please check one:** ☑I take NO exceptions. ☐Exceptions (list below; add additional pages if necessary):

_____

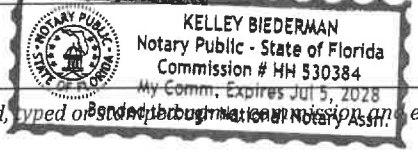
_____

| | |
|---|---|
| Samsula Demolition<br>Name of Business | 363 S State Rd 415<br>Mailing Address |
|  <br>Authorized Signature | New Smyrna Beach, Fl. 32168<br>City, State & Zip Code |
| Charles Y McDonald, President<br>Printed Name and Title | 386-423-6769<br>Telephone Number |
| 06-1723658<br>Federal Identification No. | office@samsulademolition.com<br>E-mail Address |

STATE OF: Florida COUNTY OF: Volusia

The foregoing instrument was acknowledged before me by means of ☑physical presence or ☐online notarization, this 13th day of May, 2026, by Charles Y McDonald and who:

☑Is personally known to me: or ☐ has produced _____ as identification.




_____ Notary Public, State of Florida

*Printed, typed or stamped commission and expiration:*

*This document must be completed and returned with your Submittal*

## FORM 7.3 – ADDENDUM AND CHANGE ORDER PROCEDURE ACKNOWLEDGEMENT

**ADDENDUM ACKNOWLEDGEMENT**

I have carefully examined the Invitation to Bid (ITB), Instructions to Bidders, General and/or Special Conditions, Specification and any other documents accompanying or made a part of this ITB.

I acknowledge receipt and incorporation of the following addenda and the cost, if any, of such revisions has been included in the price of the bid proposal.

Addendum# 1 Date: 4/23/2026 Addendum#_____ Date:_____

Addendum# 2 Date: 5/8/2026 Addendum#_____ Date:_____

**CHANGE ORDER PROCEDURE ACKNOWLEDGEMENT**

If awarded the Contract for this Solicitation, I acknowledge that no oral statement of any person shall modify or otherwise change or affect the terms, conditions or specifications stated in the resulting contract. All change order requests shall be made in writing by the Contractor for review by the Contract Administrator for the City of Port Orange. No work shall be performed as set forth in the change order until the Contractor receives an executed Purchase Order for the requested change.

I acknowledge the above statements regarding Addendum Acknowledgement and Change Order Procedures:

Samsula Demolition
Name of Business

Authorized Signature

Charles Y McDonald, President
Printed Name and Title

STATE OF: Florida COUNTY OF: Volusia

The foregoing instrument was acknowledged before me by means of ☑physical presence or ☐online notarization, this 13th day of May, 2026, by Charles Y McDonald and who:

☑Is personally known to me; or ☐ has produced _____ as identification.

Kelley A. Biederman Notary Public, State of Florida
*Printed, typed or stamped name, commission and expiration:*

KELLEY BIEDERMAN
Notary Public - State of Florida
Commission # HH 530384
My Comm. Expires Jul 5, 2028
Bonded through National Notary Assn.

***This document must be completed and returned with your Submittal***

## FORM 7.4 – DRUG-FREE PREFERENCE STATEMENT

IDENTICAL TIE BIDS – Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids, proposals, statements or replies are equal with respect to price, quality and service are received by the City for procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied Bidders have a drug-free workplace program.

In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation and employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are under a 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 the 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 of chapter 893 or of any controlled substance the law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

5. Impose a sanction on or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by an employee who is so convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of Section 287.087, Florida Statutes.

As an authorized representative of the firm, I certify that this firm complies fully with the above requirements.

Samsula Demolition
Name of Business

Authorized Signature

Charles Y McDonald
Printed Name and Title

STATE OF: Florida COUNTY OF: Volusia

The foregoing instrument was acknowledged before me by means of ☐physical presence or ☐online notarization, this 13th day of May, 2026, by Charles Y McDonald and who:

☑Is personally known to me; or ☐ has produced _____ as identification.

KELLEY BIEDERMAN
Notary Public - State of Florida
Commission # HH 520384
My Comm. Expires Jul 5, 2028
Bonded through National Notary Assn.

_____ Notary Public, State of Florida

*Printed, typed or stamped name, commission and expiration:*

***This document must be completed and returned with your Submittal***

## FORM 7.5 – SWORN STATEMENT ON PUBLIC ENTITY CRIMES

**UNDER SECTION 287.133(3)(A), FLORIDA STATUTES**

(To be signed in the presence of a notary public or other authorized to administer oaths.)

Before me, the undersigned Authority, personally appeared affiant Charles Y McDonald, who, being by me first duly sworn, made the following statement:

1. The business address of Samsula Demolition (name of Offeror or business) is 363 S St Rd 415, New Smyrna Beach, FL 32168.
2. My relationship to Samsula Demolition (name of Offeror or business) is President Charles Y McDonald (relationship such as sole proprietor, partner, president, vice president.)
3. I understand that a public entity crime as defined in Section 287.133 of the Florida Statutes includes 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 in Florida or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any proposal or contract for goods or services to be provided to any public entity or such and agency or political subdivision and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy or material misrepresentation.
4. I understand that "convicted" or "conviction" is defined by the Florida Statutes to mean a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilt or nolo contendere.
5. I understand that "affiliate" is defined by the Florida Statutes to mean (1) a predecessor or successor of a person or a corporation 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, or (3) those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate, or (4) a person or corporation who knowingly entered into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months.
6. X Neither the Offeror or contractor, nor any officer, director, executive, partner, shareholder, employee, member or agent who is active in the management of the Offeror or contractor, nor any affiliate of the Offeror or contractor has been convicted of a public entity crime subsequent to July 1, 1989. **(Draw a line through paragraph 6 if paragraph 7 below applies.)**
7. There has been a conviction of a public entity crime by the Offeror or contractor, or an officer, director, executive, partner, shareholder, employee, member or agent of the Offeror or contractor who is active in the management of the Offeror or contractor or an affiliate of the Offeror or contractor. A determination has been made pursuant to Section 287.133(3) by order of the Division of Administrative Hearings that it is not in the public interest for the name of the convicted person or affiliate to appear on the convicted Bidder list. The name of the convicted person or affiliate is: N/A. A copy of the order of the Division Administrative Hearing is attached.

**(Draw a line through paragraph 7 if paragraph 6 above applies)**

Samsula Demolition
Name of Business

Authorized Signature

Charles Y McDonald
Printed Name and Title

STATE OF: Florida

COUNTY OF: Volusia

The foregoing instrument was acknowledged before me by means of ☐physical presence or ☐online notarization, this 13th day of May, 2026, by Charles Y McDonald and who:

☑ is personally known to me; or ☐ has produced _____ as identification.

KELLEY BIEDERMAN
Notary Public - State of Florida
Commission # HH 530384
My Comm. Expires Jul 5, 2028
Bonded through National Notary Assn.

Notary Public, State of Florida

*Printed, typed or stamped name, commission and expiration:*

***This document must be completed and returned with your Submittal***

## FORM 7.6 – ANTI-COLLUSION

By signing this form, the Bidder agrees that this bid is made without any other understanding, agreement or connection with any person, corporation or firm submitting a bid for the same purpose and that the bid is in all respects fair and without collusion or fraud.

SIGN in ink in the space provided below. Unsigned bids will be considered incomplete and will be disqualified and rejected.

IT IS AGREED BY THE UNDERSIGNED BIDDER THAT THE SIGNING AND DELIVERY OF THE BID REPRESENTS THE BIDDER'S ACCEPTANCE OF THE TERMS AND CONDITIONS OF THE FOREGOING SPECIFICATIONS, CONTRACT AND PROVISION, AND IF AWARDED, THIS CONTRACT WILL REPRESENT THE AGREEMENT BETWEEN THE BIDDERS AND THE CITY OF PORT ORANGE.

NAME OF FIRM: Samsula Demolition

SIGNED BY: _____
(MUST BE SIGNED BY A COMPANY OFFICER OR AUTHORIZED AGENT)

PRINTED SIGNATURE: Charles Y McDonald

TITLE: President

ADDRESS: 363 S State Rd 415

CITY, STATE AND ZIP CODE: New Smyrna Beach, Fl. 32168

TELEPHONE: 386-423-6769

F.E.I.N.: 06-1723658

**NO** bid may be withdrawn for a period of one-hundred-twenty (120) days subsequent to the submittal of the bids without the consent of the City of Port Orange.

***This document must be completed and returned with your Submittal***

## FORM 7.7 – STATEMENT OF BIDDER'S QUALIFICATIONS

The undersigned warrants that he or she is duly authorized to complete this document, and hereby affirms that the information contained in Form 7.7 is complete, true and correct to the best of his or her knowledge and belief. If necessary, question may be answered on separate paper and attached with any additional information that may be pertinent.

A. Name of Bidder: Samsula Demolition

B. Permanent main office address: 363 S State Rd 415, NSB, Fl 32168

C. Date organized: 2004

D. If a corporation, where incorporated: Florida

E. How many years have you been engaged in the business under your present firm or trade name? 22 years

F. Contracts on hand: (List these, showing amount of each contract and the approximate anticipated dates of completion.) **USE SEPARATE SHEET & ATTACH TO SUBMITTAL**

G. General character of work performed by your company: Demolition Services

H. Have you ever failed to complete any work awarded to you? If so, where and why? No

I. Have you ever defaulted on a contract? If so, where and why? No

J. List your major equipment currently owned or leased: **USE SEPARATE SHEET & ATTACH TO SUBMITTAL**

K. Background and experience of the principal members of your organization, including the officers: USE **SEPARATE SHEET & ATTACH TO SUBMITTAL**

L. Credit currently available: $ 0

M. Give bank name, contact name and phone number: TRUIST Bank Kimberly Dillon 386-258-2355

Will you, upon request, fill out a detailed financial statement and furnish any other information that may be required by the Owner? ☑Yes☐No

The undersigned hereby authorizes and requests any person, firm or corporation to furnish any information requested by the Owner in verification of the recitals compromising the Statement of Bidder's Qualifications.

Samsula Demolition
Name of Business

Authorized Signature

Charles Y McDonald, President
Printed Name and Title

STATE OF: Florida

COUNTY OF: Volusia

The foregoing instrument was acknowledged before me by means of ☑physical presence or ☐online notarization, this _____ day of _____, 2026, by Charles Y McDonald and who:

☑Is personally known to me; or ☐ has produced _____ as identification.

_____ Notary Public, State of Florida

*Printed, typed or stamped name, commission and expiration:*

KELLEY BIEDERMAN
Notary Public - State of Florida
Commission # HH 530384
My Comm. Expires Jul 5, 2028
Bonded through National Notary Assn.

***This document must be completed and returned with your Submittal***

# SAMSULA DEMOLITION

363 State Road 415
New Smyrna Beach, FL 32168
Phone: 386-423-6769
Fax: 386-423-1436
Email: office@samsuladelmolition.com


## WORK IN PROGRESS

| ADDRESS | CITY | PERMIT ISSUED | PROJECTED COMPLETION | CONTRACT AMOUNT |
|---|---|---|---|---|
| GLENCOE WTP - 3640 PAIGE AVE | NEW SMYRNA BEACH | *ON GOING PROJECT* | | $387,712.50 |
| 409 ELLSWORTH ST | DAYTONA BEACH | 2/20/2026 | 5/31/2026 | $7,687.00 |
| 124 EMMETT ST | DAYTONA BEACH | 2/24/2026 | 5/31/2026 | $11,983.00 |
| 1045 PETER RD | DAYTONA BEACH | 3/4/2026 | 5/31/2026 | $8,140.00 |
| 433 MARION ST | DAYTONA BEACH | 3/11/2026 | 5/31/2026 | $8,162.00 |
| 133 KNIGHT PL | DAYTONA BEACH | 3/13/2026 | 5/31/2026 | $6,492.00 |
| JOHN KNOX VILLAGE | ORANGE CITY | 4/10/2026 | 5/31/2026 | $105,048.42 |
| 9915 GIFFIN CT HOUSE | WINDERMERE | 4/13/2026 | 5/13/2026 | $44,625.00 |
| 9915 GIFFIN CT POOL | WINDERMERE | 4/13/2026 | 5/13/2026 | $5,000.00 |
| 2310 S WOODLAND BLVD | DELAND | 4/16/2026 | 5/16/2026 | $18,683.00 |
| 1320 HAND AVE LOT 31 | ORMOND BCH/VOL CTY | 4/22/2026 | 5/22/2026 | $4,800.00 |
| *6805 S ORANGE BLOSSOM TRL | DAVENPORT | 3/9/2026 | *ON GOING PROJECT* | |
| 2010 E ISB CARDINAL HEALTH | DELAND | 5/1/2026 | 6/1/2026 | $146,100.00 |
| 230 S LINCOLN ST | DAYTONA BEACH | PENDING | TBD | $7,600.00 |
| 1037 DUNLAWTON AVE BOSTON MKT | PORT ORANGE | PENDING | TBD | $18,022.15 |
| 877 DR MARY MCLEOD BETHUNE BLVD | DAYTONA BEACH | PENDING | TBD | $9,520.00 |
| 531 MODEL ST | DAYTONA BEACH | PENDING | TBD | $7,300.00 |
| 543 OAK ST | DAYTONA BEACH | PENDING | TBD | $9,980.00 |
| 551 & 553 SOUTH ST | DAYTONA BEACH | IN PROCESS | TBD | $7,980.00 |
| 612 & 614 E ISB BLVD - TIR NA NOG | DAYTONA BEACH | IN PROCESS | TBD | $35,915.00 |
| 300 MAGNOLIA ST | NEW SMYRNA BEACH | IN PROCESS | TBD | $16,928.00 |
| 801 SOUTH ST | NEW SMYRNA BEACH | IN PROCESS | TBD | $141,419.00 |
| 1197 ACORN CT | DELTONA | IN PROCESS | TBD | $17,686.00 |
| 237 MILLER RD | ORANGE CITY | IN PROCESS | TBD | $48,650.00 |
| 210 SAMS AVE | NEW SMYRNA BEACH | IN PROCESS | TBD | $35,410.00 |
| 6630 & 6632 S OBT | DAVENPORT | IN PROCESS | TBD | $19,020.00 |
| *6822 OSCEOLA POLK LINE RD | DAVENPORT | IN PROCESS | *ON GOING PROJECT* | |
| *6812 OSCEOLA POLK LINE RD | DAVENPORT | IN PROCESS | *ON GOING PROJECT* | *$94,460.00 |

*MULTIPLE PROPERTIES ON ONE CONTRACT

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## 2026 CURRENT EQUIPMENT LIST

| YEAR | MAKE | MODEL | TYPE |
|---|---|---|---|
| 2016 | EDGE INNOVATE | TS6540 | TRACK CONVEYER |
| 2002 | JOHN DEERE | 717 MINI | ZTRAK LAWN TRACTOR |
| cat ? | GROVE CRANE | RT530E-2 | 30 TON CRANE |
| | CAT | T-300 | AIR BURNERS |
| | CAT | T-300 | AIR BURNERS |
| 1998 | INGERSOLL | DS100 | COMPACTOR |
| 1996 | EAGLE CRUSHER | SLF | CRUSHER |
| 2013 | RUBBLE MASTER | RM100 | CRUSHER |
| 2004 | CAT | D6 | DOZER |
| | **GRADALL** | **XL31000** | **EXCAVATOR** |
| 2022 | LINK BELT | 350X4EX | EXCAVATOR |
| 2022 | LINK BELT | 250X4MH | EXCAVATOR |
| | LINK BELT | 300X4 | EXCAVATOR |
| | VOLVO | EC250 EL | EXCAVATOR |
| 2017 | LINKBELT | 250X3MH | EXCAVATOR |
| 2005 | CAT | TH560B | FORKLIFT |
| 2005 | CAT | TH560B | FORKLIFT |
| | INGERSOL RAND | VR-642C | FORKLIFT |
| 1995 | LEEBOY | 685 | GRADER |
| 2017 | KUBOTA | ZD1211L | LAWN TRACTOR |
| | RIGHT LITE LIGHT PLANT | | LIGHT TOWER |
| | RIGHT LITE LIGHT PLANT | | LIGHT TOWER |
| 1998 | JOHN DEERE | 644H | LOADER |
| 1995 | JOHN DEERE | 544G | LOADER |
| | JOHN DEERE | 624K-II | LOADER |
| | JOHN DEERE | 544K | LOADER |
| 2002 | KAWASAKI | Z-70 | LOADER |
| 2003 | KAWASAKI | Z-90 | LOADER |
| 2005 | VOLVO | L120E | LOADER |
| 2008 | VOLVO | L150F | LOADER |
| 1998 | VOLVO | L120C | LOADER |

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| | | | |
|---|---|---|---|
| 2014 | VOLVO | L90G | LOADER |
| 1999 | VOLVO | L120C | LOADER |
| 1996 | VOLVO | L120C | LOADER |
| 2015 | VOLVO | L90H | LOADER |
| cat? | GENIE | S-60 | MANLIFT |
| 2012 | LINKBELT | 360X2MHRT | MATERIAL HANDLER |
| 2008 | SENNEBOGAN | 825 | MATERIAL HANDLER |
| 2010 | SENNEBOGAN | 830 | MATERIAL HANDLER |
| 2022 | LINK BELT | 490X4EX | MATERIAL HANDLER |
| ? | KUBOTA | ZD21F | MOWER |
| ? | SCHULTE | XH1500 | MOWER |
| | VOLVO | A20 | OFF ROAD TRUCK |
| 1998 | VOLVO | A25 | OFF ROAD TRUCK |
| 2015 | VOLVO | A25G | OFF ROAD TRUCK |
| 2003 | EAGLE CRUSHER | 33D5510 | PORTABLE CRUSHER |
| ?2016 | MC CLOSKEY | 621-RELH | SCREEN |
| | HAMMEL | | SHREDDER |
| 2005 | ASV | 60 | SKID STEER |
| 2022 | CATERPILLER | 299D3XE | SKID STEER |
| 2015 | KUBOTA | SVL 75-2 | SKID STEER |
| 2013 | KUBOTA | SVL 75 | SKID STEER |
| 2013 | KUBOTA | SVL 90-2 | SKID STEER |
| 2013 | KUBOTA | U55 | SKID STEER |
| 2015 | KUBOTA | U55 | SKID STEER |
| | KUBOTA | KX91-3SS | SKID STEER |
| 2015 | KUBOTA | SVL 75-2 | SKID STEER |
| 2020 | KUBOTA | SVL 75-2 | SKID STEER |
| 2022 | KUBOTA | SVL75-2CHFW | SKID STEER |
| 2013 | TEREX | PT 30 | SKID STEER |
| | LAY-MOR | 8HC | STREET SWEEPER |
| 2010 | CAT | TL642 | TELEHANDLER |




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| | | | |
|---|---|---|---|
| 2010 | REX | TC-400 | TRASH COMPACTER |
| 2017 | EDGE INNOVATE | TS8040 | TRACK CONVEYER |
| 2009 | CAT | 315D | TRACK HOE |
| 2003 | KOBELCO | SK330 SR | TRACK HOE |
| 2004 | KOBELCO | SK235SR-1E | TRACK HOE |
| 2003 | KOBELCO | SK235SR | TRACK HOE |
| 2003 | KOBELCO | SK235 TERM | TRACK HOE |
| 1999 | KOBELCO | SK235SR | TRACK HOE |
| 2014 | KOBELCO | 140 | TRACK HOE |
| 2001 | KOBELCO | SK235SR | TRACK HOE |
| 2010 | KOMATSU | PC450LC-8 | TRACK HOE |
| | KOMATSU | PC400 LC-6L | TRACK HOE |
| 2012 | KOMATSU | PC 360 LC-10 | TRACK HOE |
| 2017 | LINKBELT | 80X3 | TRACK HOE |
| 2016 | LINKBELT | 250X3MH | TRACK HOE |
| 2015 | SANY | SY235C LC | TRACK HOE |
| 2016 | VOLVO | ECR 235 EL | TRACK HOE |
| 2005 | VOLVO | EC 360 BLC | TRACK HOE |
| 2020 | SANY | SY265C | TRACK HOW |
| 2000 | FERMAC TRACTOR | 660B | TRACTOR |
| 2003 | JOHN DEERE | 7220 | TRACTOR |
| 1985 | REX | 3--70 | TRASH COMPACTER |
| 2001 | CAT | 836G | TRASHMASTER |
| 2006 | REX | 390-E | TRASHMASTER |
| 1985 | REX | 370 | TRASHMASTER |
| 2007 | REX | TC-400 | TRASHMASTER |
| 1993 | REX | 3-72 | TRASHMASTER |
| 1986 | REX | 3-71 | TRASHMASTER |
| 1999 | DYNAPAC | CA-151 | VIBRATORY ROLLER |
| ? | KHD DEUTZ | F3L912 | WATER PUMP |
| | STILH | FS111RX | WEED EATER |

# SAMSULA DEMOLITION

*Principal Team Overview*



The following profiles represent the principal members of Samsula Demolition who will be directly engaged in the planning, management, and execution of your project. Each principal brings a depth of industry knowledge, operational expertise, and regulatory compliance experience that ensures work is performed safely, efficiently, and to the highest professional standards.

## Charles Y. McDonald Sr.

*President*

**50+ Years of Industry Experience**

### CREDENTIALS & AFFILIATIONS

*Volusia County Demolition License*
*OSHA 30*
*Landfill Manager License*
*Asbestos Managers Certification*

### PROFESSIONAL BACKGROUND

Yancey McDonald Sr. is a cornerstone in Volusia County's construction industry with 50 years of experience. He began his career in 1975 while still in high school, working in excavation before launching his own business, Yancey's Tractor Works, in 1978. By 1989 he had incorporated Yancey's Land Clearing Inc. — operating two dozers, four wheel loaders, six dump trucks, and multiple lowboy rigs — completing over 250 residential home sites, 80+ commercial and industrial sites, and 40 ponds and lakes across Volusia and Flagler Counties. In 1990 he acquired and permitted the Samsula Landfill, a 53-acre C&D facility in New Smyrna Beach that remains in operation today. He incorporated Samsula Demolition in 2003, focusing the business on what had become his specialty: large-scale structural takedowns. His demolition portfolio spans 2,300+ projects including schools, hospitals, parking garages, water towers, multi-story motels up to seven stories, wastewater and concrete batch plants, and marine structures. The one project type still on his bucket list: an implosion.

### KEY HIGHLIGHTS

- Half a century of experience
- Vertically integrated owner-operator
- 2,500+ total projects

## Natasha McDonald

*Vice President*

**23 Years of Industry Experience**

### CREDENTIALS & AFFILIATIONS

*Asbestos Contractor license*
*Asbestos Managers Certification*
*Landfill Manager License*
*Respirator Training certification*

### PROFESSIONAL BACKGROUND

With over two decades of experience across C&D landfill operations, demolition management, and environmental contracting. She oversees the financial and operational functions of both Samsula Demolition and her own asbestos abatement company. She holds a Landfill Manager License, an Asbestos Contractor/Supervisor license, and Respirator Training certification, and has guided Samsula as a woman-owned and operated business. Her combined expertise in waste management, demolition, and abatement makes her a direct asset to every project the company undertakes.

### KEY HIGHLIGHTS

- Licensed Landfill Manager
- Asbestos Contractor/supervisor
- Financial Oversight

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## Charles Y McDonald Jr.

*Qualifier/Manager*

**12 Years of Industry Experience**

### CREDENTIALS & AFFILIATIONS

*General Contractors License*
*Landfill Managers License*
*OSHA 30*
*Asbestos Managers Certification*

### PROFESSIONAL BACKGROUND

Yancey McDonald Jr. brings a disciplined, hands-on leadership background forged in the U.S. Marine Corps and applied directly to the demolition industry since 2016. Selected for an elite CQB team during his service, he was promoted to Sergeant in under four years and led teams responsible for securing billions in military assets. At Samsula Demolition, he serves as manager and estimator, having generated millions in contracted work including large-scale projects such as the Griffen Park Apartments. He oversees the full project lifecycle from bid development through subcontractor coordination and field execution ensuring the right crews, timelines, and scopes are aligned on every job. His roots in landfill operations at Samsula, combined with his General Contractor license, Asbestos Manager certification, and OSHA 30 certification, give him a well-rounded command of every phase of a demolition project from bid to closeout.

### KEY HIGHLIGHTS

- Company Qualifier
- Griffen Park Apartments Project
- Over a decade in running demolition projects

---

## Mike McDonald

*Manager/Estimator*

**50+ Years of Industry Experience**

### CREDENTIALS & AFFILIATIONS

*OSHA 30*
*Asbestos Managers Certification*

### PROFESSIONAL BACKGROUND

With over 50 years in the construction industry, Mike McDonald brings a rare depth of experience that spans nearly every discipline of site work and demolition. His career covers the full spectrum of civil construction — land clearing, asphalt paving, concrete, curb and gutter, storm sewer, sanitary sewer, and water systems — delivering complete site packages from the ground up. A seasoned equipment operator, he has run dozers, loaders, excavators, pavers, rollers, draglines, and lowboys throughout his career. Today he puts that hands-on knowledge to work behind the scenes at Samsula Demolition, managing dispatch and crew scheduling to keep equipment, personnel, and job timelines running in sync across all active projects. He also brings formal estimating capability using Agtek software across site work,

pond, and roadway scopes, and has executed demolition projects ranging from single-family homes to multi-story commercial structures.

### KEY HIGHLIGHTS

- 50+ years of complete civil construction management experience
- Dispatch & scheduling management
- Formal estimating capability

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## Michael Fidler

*Foreman*

**45+ Years of Industry Experience**

### CREDENTIALS & AFFILIATIONS

*OSHA 30* *Asbestos Managers Certification*

### PROFESSIONAL BACKGROUND

Michael Fidler brings over 45 years of hands-on construction experience, with a career that spans paving, land clearing, and large-scale demolition. He began his career in residential and commercial paving before transitioning into demolition and land clearing. He has called the field home for the past four decades. His project portfolio includes notable structural demolitions such as a five-story federal building in Savannah, Georgia, a five-story motel on Daytona Beach Shores, strip mall complexes in Savannah, and a water tower — work that reflects his ability to safely execute complex, high-profile takedowns across multiple project types and markets.

### KEY HIGHLIGHTS

- Large scale Demolition experience
- Asbestos trained person
- Brings 45 years of experience to every project

## FORM 7.8 – PROFESSIONAL REFERENCES FOR PREVIOUS EXPERIENCE

The Bidder proposes that they are qualified to perform the referenced work and has successfully done so on recent projects similar in nature and size. The City reserves the right to check references and confirm information provided herein. **Please provide three (3) current and correct references from clients for similar services. (DO NOT include the City of Port Orange.)**

1. Company Name: Orlando Housing Authority
   Contact Person: Liza Martinez
   City, State: Orlando, Florida
   Telephone Number: 407-895-3300 Ext 5203
   Email Address: Liza.Martinez@orl-oha.org
   Description of goods/services provided: Demolition Services for Griffin Park Apts
   Contract Amount: $801,233.50
   Start/End Date of Contract: April 2024 - January 2025
2. Company Name: City of Daytona Beach
   Contact Person: Kimberly Flaherty
   City, State: Daytona Beach, Florida
   Telephone Number: 386-671- 8264
   Email Address: flahertykimberly@daytonabeach.gov
   Description of goods/services provided: Demolition Services
   Contract Amount: Combined 2026-$181,861.00
   Start/End Date of Contract: 1/1/2026-Present
3. Company Name: Seminole County
   Contact Person: Alex Laforce-Project Manager
   City, State: Sanford, FL
   Telephone Number: 407-665-2015
   Email Address: alaforce@seminolecountyfl.gov
   Description of goods/services provided: Demolition Services
   Contract Amount: $73,380.00
   Start/End Date of Contract: February 2026 - February 2026

***This document must be completed and returned with your Submittal.***

## FORM 7.9 – LISTING OF SUBCONTRACTORS

The Bidder proposes that the following subcontractors are qualified to perform the referenced work and have successfully done so on recent projects similar in nature and size. All subcontractors whose work product accounts for 5% or more of the total contract value shall be listed. Upon approval of subcontractors listed, the successful **Bidder shall not substitute subcontractors without approval from the City Representative**. Bidder shall attach additional sheets as necessary.

Subcontractor No. 1

Name: A&L Remediation, LLC

Description of Work: Asbestos Abatement and Remediation

Percent of Contract Price: 10%

Previous Experience Together: ☑Yes ☐No

Subcontractor No. 2

Name: Coleman Septic

Description of Work: Septic

Percent of Contract Price: 3%

Previous Experience Together: ☑Yes ☐No

Subcontractor No. 3

Name: James Evans Well Drilling, Inc.

Description of Work: Well Drilling

Percent of Contract Price: 6%

Previous Experience Together: ☑Yes ☐No

Subcontractor No. 4

Name: Acme Asbestos Abatement and Remediation

Description of Work: Asbestos Abatement and Remediation

Percent of Contract Price: 0%

Previous Experience Together: ☑Yes ☐No

Subcontractor No. 5

Name: Professional Air Monitoring

Description of Work: Asbestos Testing

Percent of Contract Price: 3%

Previous Experience Together: ☑Yes ☐No

***This document must be completed and returned with your submittal***

**FORM 7.10 SCRUTINIZED COMPANIES CERTIFICATION**

***(To be signed in the presence of a notary public or other officer authorized to administer oaths.)***

**SCRUTINIZED COMPANIES CERTIFICATION PURSUANT TO SECTION 287.135, FLORIDA STATUTES**

I, Charles Y McDonald, President, on behalf
(Print Name and Title)

of Samsula Demolition ("Company"), certify that Samsula Demolition
(Company Name) (Company Name)

does not:
1. Participate in a boycott of Israel; and
2. Is not on the Scrutinized Companies with Boycott Israel List; and
3. Is not on the Scrutinized Companies with Activities in Sudan List; and
4. Is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; and
5. Has not engaged in business operations in Syria.

Submitting a false certification shall be deemed a material breach of contract. The City of Port Orange shall provide notice, in writing, to the Company of the City's determination concerning the false certification. The Company shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If the Company does not demonstrate that the City's determination of false certification was made in error, then the City shall have the right to terminate the contract and seek civil remedies pursuant to Florida Statute § 287.135.

Section 287.135, Florida Statutes prohibits the City from: 1) Contracting with companies for goods or services in any amount if at the time of bidding on, submitting a proposal for, or entering into or renewing a contract if the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, F.S. or is engaged in a boycott of Israel; and 2) Contracting with companies for goods or services over $1,000,000.00 that are on either the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473, or are engaged in business operations in Syria.

As the person authorized to sign on behalf of the Company, I hereby certify that the company identified above in the section entitled "Company Name" does not participate in any boycott of Israel, is not listed on the Scrutinized Companies that Boycott Israel List, is not listed on either the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List and is not engaged in business operations in Syria. I understand that pursuant to Section 287.135, Florida Statutes, the submission of a false certification may subject the company to civil penalties, attorney's fees, and/or costs. I further understand that any contract with the City for goods or services may be terminated at the option of the City if the company is found to have submitted a false certification or has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

Samsula Demolition
COMPANY NAME

SIGNATURE

Charles Y McDonald
PRINT NAME

President
TITLE

STATE OF FLORIDA

COUNTY OF: Volusia

The foregoing instrument was acknowledged before me by means of ☐physical presence or ☐online notarization, this 13th day of May, 2026, by Charles Y McDonald and who:

☑Is personally known to me; or ☐ has produced _____ as identification.

KELLEY BIEDERMAN
Notary Public - State of Florida
Commission # HH 530384
My Comm. Expires Jul 5, 2028
Bonded through National Notary Assn.

_____ Notary Public, State of Florida

*Printed, typed or stamped name, commission and expiration:*

***This document must be completed and returned with your submittal***

**FORM 7.11 – E-VERIFY AFFIDAVIT**

# CITY OF PORT ORANGE

## CONTRACTOR E-VERIFY AFFIDAVIT

## IN ACCORDANCE WITH SECTION 448.095, FLORIDA STATUTES

Project Name: City of Port Orange Demolitions Services for Federally Funded Projects

Solicitation Number: ITB #26-01

**I, the undersigned hereby certify that** Samsula Demolition **(insert contractor company name) does not employ, contract with or subcontract with an unauthorized alien, and is otherwise in full compliance with Section 448.095, Florida Statutes.**

I acknowledge that it is my responsibility to ensure full compliance with Section 448.095, Florida Statutes. I am aware enrollment in the E-Verify system for employers can be done at www.e-verify.gov.

**A true and correct copy of** Samsula Demolition **(insert contractor company name) proof of registration in the E-Verify system is attached to this Affidavit.**

By affixing my signature below, I hereby affirm that I am duly authorized to bind the company reference herein and I will comply with all applicable E-Verify requirements.

Charles Y McDonald, President
Print or Type Name, Title

Signature of Affiant

06-1723658
Federal Employer ID Number (FEIN)

1900306
E-Verify Number

STATE OF FLORIDA

COUNTY OF: Volusia

The foregoing instrument was acknowledged before me by means of ☐physical presence or ☐online notarization, this 13th day of May, 2026, by Charles Y McDonald and who:

☑Is personally known to me; or ☐ has produced _____ as identification.

KELLEY BIEDERMAN
Notary Public, State of Florida
Commission # HH 530384
My Comm. Expires Jul 3, 2028
Bonded through National Notary Assn.

Notary Public, State of Florida

*Printed, typed or stamped name, commission and expiration:*

***This document to be completed and returned with your Submittal***

An official website of the United States government Here's how you know



# My Company Profile

## Company Information

**Company Name**
Samsula Waste Inc

**Doing Business As (DBA) Name**
Samsula Demolition

**Company ID**
1900306

**Enrollment Date**
Oct 06, 2022

**Employer Identification Number (EIN)**
061723658

**Unique Entity Identifier (UEI)**
HVNNA7ANZRC5

**DUNS Number**
078452035

**Total Number of Employees**
10 to 19

**NAICS Code**
238

**Sector**
Construction

**Subsector**
Specialty Trade Contractors

Edit Company Information

## Employer Category

**Employer Category**

None of these categories apply

Edit Employer Category

## Company Addresses

**Physical Address**

2455 Tomoka Farms Rd
Port Orange, FL 32128

**Mailing Address**

363 S State Rd 415
New Smyrna Beach, FL 32168

Edit Company Addresses

## Hiring Sites

**Number of Sites**

1

Edit Hiring Sites

## Company Access and MOU

**My Company is configured to:**

Verify Its Own Employees

**Memorandum of Understanding**

View Current MOU

**FORM 7.12 – CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS**

## Primary Covered Transactions

**(To be completed by Prime Contractor)**

1. The prospective participant certifies to the best of its knowledge and belief that it and its principals:
   (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by and Federal department or agency;
   (b) Have not within a three-year period preceding this proposal bee convicted for had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft forgery, bribery, falsification or destruction of records, making false statement or receiving stolen property.
   (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 1. (b) of this certification;
   (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

| | |
|---|---|
| Samsula Demolition | ITB #26-01 |
| Organization Name | Bid Number or Project Name |
| Charles Y McDonald, President | 5/13/26 |
| Name and Title of Authorized Representative | Signature Date |

***This document must be completed and returned with your Submittal***

**FORM H**

**Certification Regarding**
**Debarment, Suspension, Ineligibility**
**And Voluntary Exclusion**

**Subcontractor Covered Transactions**

The prospective subcontractor, Samsula Demolition, of the Sub-Recipient certifies, by submission of this document, that neither it, its principals, nor affiliates are presently debarred, suspended, proposed for debarment, declared ineligible, voluntarily excluded, or disqualified from participation in this transaction by any Federal department or agency.

**SUBCONTRACTOR**

By: _____
Signature

Charles Y McDonald, President
Name and Title

363 S State Rd 415
Street Address

New Smyrna Beach, Fl. 32168
City, State, Zip

5/13/26
Date

**City of Port Orange**
Sub-Recipient's Name

**H1201**
DEM Contract Number

**4734-002-R**
FEMA Project Number

*This document must be completed and returned with your Submittal*

## FORM 7.13 – AFFIDAVIT OF COMPLIANCE WITH SECTION 287.138, FLORIDA STATUTES

### AFFIDAVIT OF COMPLIANCE WITH SECTION 287.138, FLORIDA STATUTES CONTRACTING WITH FOREIGN ENTITIES OF CONCERN

The undersigned ("Affiant"), on behalf of the entity listed below ("Entity"), hereby attests under penalty of perjury as follows:

1. Affiant is the President (Title) of Samsula Demolition (Business Name) which does business in the State of Florida, hereinafter called the "Entity".
2. Entity is not owned by the government of a foreign country of concern, as defined in Section 287.138 (1)(c), Florida Statutes.
3. The government of a foreign country of concern does not have a controlling interest in Entity, as defined in Section 287.138 (1)(a), Florida Statutes.
4. Entity is not organized under the laws of, and does not have a principal place of business in, a foreign country of concern.
5. Entity is not owned or controlled by the government of a foreign country of concern.
6. For purposes of this affidavit, a foreign country of concern means the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolas Maduro, or the Syrian Arab Republic, including any agency of or any other entity of significant control of such foreign country of concern, as defined in Section 287.138(1)(c), Florida Statutes.

The undersigned is authorized to execute this affidavit on behalf of the Entity.

Date: May 13, 2026 Signed: _____

Entity: Samsula Demolition Name: Charles Y McDonald

Title: President

STATE OF: Florida COUNTY OF: Volusia

The foregoing instrument was acknowledged before me by means of ☐physical presence or ☐online notarization, this 13th day of May, 2026, by Charles Y McDonald and who:

☑Is personally known to me; or ☐ has produced _____ as identification.

Kelley A. Biederman

Notary Public, State of Florida at Large:
*Printed Name/Seal of Notary, Commission and Expiration Date:*

My commission expires: 7/5/2028

(seal)

KELLEY BIEDERMAN
Notary Public - State of Florida
Commission # HH 530384
My Comm. Expires Jul 5, 2028
Bonded through National Notary Assn.

***This document must be completed and returned with your Submittal***

## FORM 7.14 – NO BID RESPONSE

If your company will not be submitting a bid in response to this solicitation, please complete this form and return via e-mail prior to the solicitation due date established within to:

City of Port Orange
Purchasing Division
1000 City Center Circle
Port Orange, FL 32129
purchdiv@port-orange.org

This information will assist the Purchasing Division in the preparation of future solicitations.

**Solicitation: ITB #26-01 DEMOLITION SERVICES FOR FEDERALLY FUNDED PROJECTS**

Company Name: _____

Contact Person Name & Title: _____

Address: _____

Telephone: _____ Email Address: _____

Please check a reason for a "no response".

☐Specifications "too tight" or geared toward on brand or manufacturer (please explain below)
☐Insufficient time to respond
☐Specifications unclear (please explain below)
☐We do not offer this product/service or an equivalent
☐Our product schedule does not permit us to perform within stated timeline for the project
☐Unable to meet specifications
☐Unable to meet bond requirements
☐Unable to hold prices firm throughout the term of the contract period
☐Unable to meet insurance requirements
☐Other: _____

Print Name: _____

Signature: _____ Date: _____

Additional Information:

_____

_____

_____

_____

If submitting this form, only this form needs to be returned. It is not necessary to return the entire solicitation package.

# FORM 7.15 HOLD HARMLESS AND INDEMNITY AGREEMENT

Charles Y McDonald, (hereinafter "Contractor"), agrees through the signing of this document by an authorized party or agent that Contractor shall be liable for any loss of, or damage to, City property caused by the negligence, recklessness, or intended wrongful misconduct of Contractor, his/its agents, servants and employees and it shall indemnify and hold harmless the City of Port Orange, and its agents, employees, and public officials from and against all actions, proceedings, claims, demands, costs, damages and expenses, including attorney's fees, by reason of any suit or action brought for any actual or alleged injury to or death of any person or damage to property other than City property, arising out of or incidental to the performance of this contract or work performed thereunder, whether or not due to or caused by the negligence of the City of Port Orange, its agents, employees, and public officials.

To the fullest extent permitted by law, in addition to the express duty to indemnify City when there is any causal connection between Contractor's work and any injury, loss, damage, death or property damage, Contractor expressly undertakes a duty to defend City as a separate duty, independent of and broader than the duty to indemnify. The duty to defend agreed to by Contractor hereby expressly includes all costs of litigation, attorney's fees, settlement costs and reasonable expenses in connection with the litigation, whether or not the claims made for loss, injury, damage or property damage are valid or groundless and regardless of whether the defense of City is maintained by the City or assumed by Contractor as long as the claims made could be causally connected to Contractor as reasonably determined by City.

This provision shall also pertain to any claims brought against the City of Port Orange, its agents, employees, and public officials by an employee of the named Contractor, any Sub-contractor, or anyone directly or indirectly employed by any of them.

Indemnification for Grant Funded Projects. Contractor shall indemnify, defend and hold harmless the City, Florida Department of Emergency Management (FDEM), its employees and/or their contractors and the government of the United States, its employees and/or their contractors (U.S.), from and against all claims, damages, losses, and expenses, including, but not limited to, attorney's fees arising out of, resulting from, or incident to Contractor's performance of its obligations in whole or part of this Agreement, unless such injury or damage is occasioned solely by the fault, negligence, or willful misconduct of the City, FDEM, or US.

In all claims against City, FDEM or U.S., Contractor's indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation or any benefits payable by or for Contractor, or its employees, agents, or subcontractors.

CONTRACTOR

5/13/26
DATE

***This Form Must Be Completed and Returned with your Submittal.***

## FORM 7.16 – COMPLIANCE WITH 2 C.F.R. §200.321

Contracting with small and minority business enterprises (MBEs), women's business enterprises (WBEs), veteran-owned businesses (VOBs), and labor surplus area firms (LSAFs)

The undersigned bidder hereby certifies that Samsula Demolition has taken
*(Name of Business)*
the next affirmative steps, if subcontractors are to be used, to ensure that MBEs/WBEs/VOBs/LSAFs are used, whenever possible:

i. Placing qualified MBEs/WBEs/VOBs/LSAFs enterprises on solicitation lists;

ii. Assuring that MBEs/WBEs/VOBs/LSAFs are solicited whenever they are potential sources;

iii. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by MBEs/WBEs/VOBs/LSAFs (however, this requirement does not authorize the City to break a single project down into smaller components in order to circumvent the micro-purchase or small purchase thresholds so as to utilize streamlined acquisition procedures (e.g. "project splitting");

iv. Establishing delivery schedules, where the requirement permits, which encourage participation by MBEs/WBEs/VOBs/LSAFs; and

v. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

The requirement outlined above does not impose an obligation to set aside either the award of a subcontract to MBEs/WBEs/VOBs/LSAFs. Rather, the requirement only encourages carrying out and documenting the affirmative steps identified above.

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

*Signature of Contractor's Authorized Official*

Charles Y McDonald, President
*Name & Title of Contractor's Authorized Official*

Date: 4/21/2026

***This document must be completed and returned with your Submittal***

**FORM 7.17 AFFIDAVIT ATTESTING TO NONCOERCIVE CONDUCT FOR LABOR OR SERVICES**

Effective July 1, 2024, Section 787.06, Florida Statutes, a nongovernmental entity executing, renewing, or extending a contract with a governmental entity is required to provide an affidavit, signed by an officer or a representative of the nongovernmental entity under penalty of perjury, attesting that the nongovernmental entity does not use coercion for labor or services as defined in Section 787.06(2)(a), Florida Statutes.

By signing below, **I hereby affirm under penalty of perjury that:**

1. I have read Section 787.06, Florida Statutes, and understand that this affidavit is provided in compliance with the requirement that, upon execution, renewal, or extension of a contract between a nongovernmental entity and a governmental entity, the nongovernmental entity must attest to the absence of coercion in labor or services.

2. I am an officer or representative of Samsula Demolition, a nongovernmental entity.

3. Samsula Demolition does not use coercion for labor or services as defined in the relevant section of the law.

In the presence of:

Witness #1 Print Name: Kelley A Biederman

Witness #2 Print Name: Tamara Cummings

**Under penalties of perjury, I declare that I have read the foregoing and the facts stated in it are true:**

Print Name: Charles Y McDonald

Title: President

Entity Name: Samsula Demolition

**OATH OR AFFIRMATION**

State of Florida
County of Florida

Sworn to (or affirmed) and subscribed before me by means of ☒ physical presence or ☐ online notarization, this 13th day of May, 2026, by Charles Y McDonald (name of person) as President (type of authority) for Samsula Demolition (name of party on behalf of whom instrument is executed).

KELLEY BIEDERMAN
Notary Public - State of Florida
Commission # HH 530384
My Comm. Expires Jul 5, 2028
Bonded through National Notary Assn.

Kelley A. Biederman
Notary Public (Print, Stamp, or Type as Commissioned)

X Personally known to me; or
_____ Produced identification (Type of Identification: _____)
_____ Did take an oath; or
_____ Did not take an oath

***This document must be completed and returned with your Submittal***

## APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING Certification for Contracts, Grants, Loans, and Cooperative Agreements

***(Required for each bid or offer exceeding $100,000)***

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

1. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

The Contractor, Samsula Demolition, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

*Signature of Contractor's Authorized Official*

Charles Y McDonald, President

*Name & Title of Contractor's Authorized Official*

Date: 5/13/26

***This document must be completed and returned with your Submittal***

(ATTACHMENT 1) SCHEDULE OF UNIT PRICING

CITY OF PORT ORANGE

ITB #26-01

DEMOLITION CONTRACTOR SERVICES FOR FEDERALLY FUNDED PROJECTS

Completed (Attachment 1) Schedule of Unit Pricing MUST be included with Bid Submission

Instruction to save Attachment from DemandStar website:

Perform "File Save As" and save spreadsheet to your computer. Fill in pricing in highlighted cells, preferably electronically.

**Bidders are required to complete all fields shaded in green. All other fields will be automatically calculated.**

(ATTACHMENT 1) SCHEDULE OF UNIT PRICING MUST BE SIGNED

| | |
|---|---|
| NAME OF BUSINESS: | Samaula Demolition |
| CONTACT PERSON: | Charles Y McDonald |
| EMAIL ADDRESS: | office@samaulademolition.com |
| AUTHORIZED SIGNATURE: | |

ALL UNIT PRICING MUST BE IN ACCORDANCE WITH SPECIFICATIONS

| ITEM # | ITEM DESCRIPTION | QTY | UNIT of MEASURE | UNIT PRICE | EXTENDED PRICE |
|---|---|---|---|---|---|
| 1 | DEMOLISH WOOD FRAME STRUCTURE - AS OUTLINED IN THE SCOPE OF WORK IN THE ITB | 1 | SQUARE FOOT | $ 4.67 - | $ 4.67 - |
| 2 | DEMOLISH CONCRETE BLOCK STRUCTURE - AS OUTLINED IN THE SCOPE OF WORK IN THE ITB | 1 | SQUARE FOOT | $ 4.17 - | $ 4.17 - |
| 3 | ASBESTOS SURVEY | 1 | LUMP SUM | | $ 1,966.50 - |
| 4 | ASBESTOS ABATEMENT | 1 | SQUARE FOOT | $ 6.99 - | $ 6.99 - |
| 5 | INSTALLATION OF SILT FENCE | 1 | LINEAR FOOT | $ 3.63 - | $ 3.63 - |
| 6 | CONCRETE AND/OR ASPHALT FLATWORK (SLABS, FOOTERS, FOUNDATIONS, DRIVEWAY, WALKWAYS, ETC.) | 1 | CUBIC YARD | $ 26.00 - | $ 26.00 - |
| 7 | DEMOLISH ADDITIONAL STRUCTURES (SHEDS, DETACHED GARAGES, OUTBUILDINGS, OUTSIDE FIRE P | 1 | SQUARE FOOT | $ 3.63 - | $ 3.63 - |
| 8 | SEPTIC TANK AND APPURTENANCES REMOVAL | 1 | LUMP SUM | | $ 1,667.00 - |
| 9 | SWIMMING POOL REMOVAL | 1 | LUMP SUM | | $ 3,312.00 |
| 10 | WELLS ON SITE - GROUTED (UNUSABLE) | 1 | LUMP SUM | | $ 2,590.00 - |
| 11 | LOADING, TRANSPORTING, AND DISPOSING OF DEMOLITION DEBRIS AT AN APPROVED LANDFILL (TONNAGE BASED ON INDIVIDUAL WEIGHT TICKETS FROM DISPOSAL SITE) | 1 | TON | $ 34.68 - | $ 34.68 - |
| | | 1 | CUBIC YARD | $ N/A - | $ N/A - |
| 12 | RESTORATION OF NATURAL GROUND AFTER REMOVAL OF ALL DEBRIS, APPURTENANCES, AND FOUNDATION. RESTORATION SHALL INCLUDE GRADE, FURNISH AND INSTALL RYE AND BAHIA SEED OR ANY SEASONAL MIX | 1 | SQUARE FOOT | $ 0.32 - | $ 0.32 - |
| 13 | FILL | 1 | CUBIC YARD | $ 23.00 - | $ 23.00 - |
| 14 | RAILROAD-TIE BRIDGE REMOVAL (SEE EXAMPLE IMAGE NEXT PAGE) | 1 | LUMP SUM | | $ 13,380.00 - |
| | | | | TOTAL | $23,022.59 |

** SEE BELOW**

** NOTE:

The evaluation of submittal packages shall include all prices stated in the BID FORM above. However, to evaluate the prices bid for items without an estimated quantity the City will utilize evaluation scenarios stated below. These evaluation scenarios shall be added to the total prices bid. Purchasing will input the prices bid by each Bidder to determine the total price for each scenario. The evaluation scenarios to be used for evaluation purposes only are:

(1) SCENARIO #1

Demolish Wood Frame structure - 2,000 sq ft
Removal of all concrete flatwork - 100 cu yd
Silt fence installation - 600 LF
Loading, Transporting and Disposing - 2 Tons
Restore to natural grade with sod seed (Rye/Bahia or seasonal mix) - 5,000 sq ft

(2) SCENARIO #2

Demolish Concrete Block structure - 2,000 sq ft
Removal of all concrete flatwork - 100 cu yd
Silt fence installation - 600 LF
Loading, Transporting and Disposing - 2 Tons
Restore to natural grade and seed (Rye/Bahia or seasonal mix) - 5,000 sq ft

| SCENARIOS | TOTAL COST |
|---|---|
| 1 - WOOD FRAME STRUCTURE | $ 14,967.00 |
| 2 - CONCRETE BLOCK STRUCTURE | $ 13,957.00 |







# Developers Surety and Indemnity Company

*An Affiliate of AmTrust Surety*

**17771 Cowan Street, Suite 100**
**Irvine, CA 92614**

March 11, 2025

Letter of Bondability
For
Samsula Waste, Inc.

To Whom It May Concern:

This letter confirms the bondability and serves as a letter of recommendation for Samsula Waste, Inc., a client we have the pleasure of providing bonding for since 2023.

Samsuala Waste, Inc. has demonstrated an excellent track record for satisfied customers, timely and complete projects and quality craftsmanship all with no losses or claims. It is our distinct pleasure to represent their company's bonding needs.

After a complete and careful review of their file we are pleased to confirm the following bonding range of Surety credit with us:

1) A single, per project limit up to the **$1,500,000.00** range.
2) An Aggregate (maximum work on hand) limit up to the **$3,000,000.00** range.

Developers Surety and Indemnity Company (DSIC) is an A.M. Best A-XV Treasury Listed California Insurance Carrier and California Admitted Surety. *DSIC is an underwriting company wholly owned by AmTrust Financial Services, Inc. (AFSI), a global insurance carrier. DSIC is listed with the U.S. Department of Treasury as a certified surety company capable of providing sizeable bonds on federal projects.*

All bond requests are subject to our underwriting guidelines, at the time of the request, which will include but not limited to the acceptability of the contract documents, terms and conditions, bond forms and project financing. We assume no liability to third parties or to you by issuance of this letter or if, for any reason, we do not approve/execute said bond(s).

It has been a pleasure dealing with Samsula Waste, Inc. thus far and we look forward to representing their bonding needs for the future.

Sincerely,

Bonnie Robbins
Attorney-In-Fact

AmTrust Surety
An AmTrust Financial Company

**POWER OF ATTORNEY FOR**
**COREPOINTE INSURANCE COMPANY**
**DEVELOPERS SURETY AND INDEMNITY COMPANY**
59 Maiden Lane, 43rd Floor, New York, NY 10038
(212) 220-7120

KNOW ALL BY THESE PRESENTS that, except as expressly limited herein, COREPOINTE INSURANCE COMPANY and DEVELOPERS SURETY AND INDEMNITY COMPANY, do hereby make, constitute and appoint:

Rose Vittiglio, Barry Page, Bonnie Robbins, Marsha Wendt, Charles Bornazian, Jean E. Liu and Brenna Tuccelli, of Longwood, FL

as its true and lawful Attorney-in-Fact, to make, execute, deliver and acknowledge, for and on behalf of said companies, as sureties, bonds, undertakings and contracts of suretyship giving and granting unto said Attorney-in-Fact full power and authority to do and to perform every act necessary, requisite or proper to be done in connection therewith as each of said company could do, but reserving to each of said company full power of substitution and revocation, and all of the acts of said Attorney-in-Fact, pursuant to these presents, are hereby ratified and confirmed. This Power of Attorney is effective April 3, 2023 and shall expire on December 31, 2025.

This Power of Attorney is granted and is signed under and by authority of the following resolutions adopted by the Board of Directors of COREPOINTE INSURANCE COMPANY and DEVELOPERS SURETY AND INDEMNITY COMPANY (collectively, "Company") on February 10, 2023.

RESOLVED, that Sam Zaza, President, Surety Underwriting, James Bell, Vice President, Surety Underwriting, and Craig Dawson, Executive Underwriter, Surety, each an employee of AmTrust North America, Inc., an affiliate of the Company (the "Authorized Signors"), are hereby authorized to execute a Power of Attorney, qualifying attorney(s)-in-fact named in the Power of Attorney to execute, on behalf of the Company, bonds, undertakings and contracts of suretyship, or other suretyship obligations; and that the Secretary or any Assistant Secretary of the Company be, and each of them hereby is, authorized to attest the execution of any such Power of Attorney.

RESOLVED, that the signature of any one of the Authorized Signors and the Secretary or any Assistant Secretary of the Company, and the seal of the Company must be affixed to any such Power of Attorney, and any such signature or seal may be affixed by facsimile, and such Power of Attorney shall be valid and binding upon the Company when so affixed and in the future with respect to any bond, undertaking or contract of suretyship to which it is attached.

IN WITNESS WHEREOF, COREPOINTE INSURANCE COMPANY and DEVELOPERS SURETY AND INDEMNITY COMPANY have caused these presents to be signed by the Authorized Signor and attested by their Secretary or Assistant Secretary this March 27, 2023.

By: _____
Printed Name: Sam Zaza
Title: President, Surety Underwriting

COREPOINTE INSURANCE COMPANY CORPORATE SEAL DELAWARE

DEVELOPERS SURETY AND INDEMNITY COMPANY INCORPORATED 1936 CALIFORNIA

ACKNOWLEDGEMENT:

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF California COUNTY OF Orange

On this 27 day of March, 2023, before me, Hoang-Quyen Phu Pham, personally appeared Sam Zaza, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to within the instrument and acknowledged to me that they executed the same in their authorized capacity, and that by the signature on the instrument the entities upon behalf which the person acted, executed this instrument.

I certify, under penalty of perjury, under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

HOANG-QUYEN P. PHAM
Notary Public - California
Orange County
Commission # 2432970
My Comm. Expires Dec 31, 2026

**CORPORATE CERTIFICATION**

The undersigned, the Secretary or Assistant Secretary of COREPOINTE INSURANCE COMPANY and DEVELOPERS SURETY AND INDEMNITY COMPANY, does hereby certify that the provisions of the resolutions of the respective Boards of Directors of said corporations set forth in this Power of Attorney are in force as of the date of this Certification.

This Certification is executed in the City of Cleveland, Ohio, this March 19, 2023.

By: DocuSigned by: Barry W. Moses 6B8415E7ADE548C... Barry W. Moses, Assistant Secretary

POA No. N/A

DocuSignEnvelopeID:3352BFD6-5E9D-4796-837E-C1E455E6530F

Ed. 0323

Signed and sealed this 11th day of March, 2025

**BID BOND**

**BID BOND**

Bond No.:

KNOW ALL MEN BY THESE PRESENTS that Samsula Demolition, as Contractor, duly authorized to conduct business in the State of Florida, whose principal place of business is located at 363 S State Rd 415, NSB, Fl 32168, Tel.: 386-423-6769, (hereinafter called "PRINCIPAL"), and Developers Surety and Indemnity Company, as SURETY, duly authorized to conduct business in the State of Florida, whose principal place of business is located at 59 Maiden Lane, 43rd Fl, New York, NY, Tel: 212-220-7120 (hereinafter called "SURETY"), are held and firmly bound unto the City of Port Orange, Florida, as CITY, a Florida municipal corporation, whose address is City of Port Orange, 1000 City Center Circle, Port Orange, Florida 32129, Tel: (386) 506-5501, (hereinafter called "OBLIGEE" or CITY", in the penal sum of Five Percent of Bid Amount dollars and (5%)/100 ($_____), lawful money of the United States, for the payment of which sum shall and truly be made, whereof PRINCIPAL and SURETY bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that, whereas the Principal has submitted the accompanying bid, dated May 15th, 20 26, for:

**Project Name/Bid No.:** ITB #26-01

**Project Address:** Various property locations around the City.

**Legal Description:** See Attached

**Description of Work:** Demolish various properties undergoing mitigation due to flooding.

NOW, THEREFORE,

A. If the Principal shall not withdraw said bid withing one hundred twenty (120) days after date of opening of the same, and shall within ten (10) days after the prescribed forms are presented to it for signature, enter into a written contract with the City in accordance with the bid as accepted, and give bonds with good and sufficient surety or sureties, as may be required, for the faithful performance and proper fulfillment of such contract, then the above obligations shall be void and of no effect, otherwise to remain in full force and virtue.

B. In the event of the withdrawal of said bid within the period specified, or the failure to enter into such contract and give such bonds withing the time specified, if the principal shall pay the City the difference between the amount specified in said bid and the amount for which the City may procure the required work and supplies. If the latter amount be in excess of the former, then the above obligations then the above obligations shall be void and of no effect, otherwise to remain in full force and virtue.

IN WITNESS WHEREOF, the above parties have executed this instrument under their several seals, this 12th day of May, 20 26, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

*Note: If the firm is a sole ownership or partnership including limited liability company, two (2) witnesses are required to attest the signature. If the firm is a corporation, then the corporate secretary shall attest and affix the corporate seal (Attach power of attorney to the original bid bond and financial statement of Surety Company).*

PRINCIPAL: Samsula Demolition

Signature

Charles Y. mcdonald, Pres.

Corporate Officer & Title

ATTEST:

D. mcdonald

Signature

Natasha mcdonald

Corporate Secretary (Affix Corporate Seal)

WITNESSES:

Developers Surety and Indemnity

SURETY: Company

Attorney-in-Fact (signature)

Bonnie Robbins, Attorney In Fact

Name & Title

Bonnie Robbins, FL Resident Agent

Name of Local Resident Agent

Longwood, FL 32750

City, State, Zip

407-788-3000

Telephone:

A.M. Best No.: A- (Excellent) NAIC No.: 12718

ATTEST:

Jayda Williams

Signature

Jayda Williams

Corporate Secretary (Affix Corporate Seal)

STATE OF Florida

COUNTY OF Seminole

Before me this day personally appeared Bonnie Robbins (affiant), who, being duly sworn, deposes and says that he/she is the Attorney-in-Fact for the Developers Surety and Indemnity Co. (corporate surety) and that this person has been authorized by Developers Surety and Indemnity Co. (corporate surety) to execute the foregoing bond on behalf of the Contractor named therein in favor of the City of Port Orange, Florida.

Signature of Affiant

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 12th day of May, 2026, by Bonnie Robbins and who:

☒ is personally known to me; or ☐ has produced _____ as identification.

Notary Public, State of Florida

Printed, typed or stamped name, commission and expiration:

DAMARIS MARTINEZ
NOTARY PUBLIC
STATE OF FLORIDA
NO. HH318291
MY COMMISSION EXPIRES DEC. 09, 2029

END OF BID BOND

*This document must be completed and returned with your Submittal*

**POWER OF ATTORNEY FOR**
**COREPOINTE INSURANCE COMPANY**
**DEVELOPERS SURETY AND INDEMNITY COMPANY**
59 Maiden Lane, 43rd Floor, New York, NY 10038
(212) 220-7120

KNOW ALL BY THESE PRESENTS that, except as expressly limited herein, COREPOINTE INSURANCE COMPANY and DEVELOPERS SURETY AND INDEMNITY COMPANY, do hereby make, constitute and appoint:

Rose Vittiglio, Barry Page, Bonnie Robbins, Marsha Wendt, Charles Bornazian, Brenna Tuccelli, Jean E. Liu, Damaris Martinez, Audrianna Martinez, and Shawn Carlisi , of Longwood, FL

as its true and lawful Attorney-in-Fact, to make, execute, deliver and acknowledge, for and on behalf of said companies, as sureties, bonds, undertakings and contracts of suretyship giving and granting unto said Attorney-in-Fact full power and authority to do and to perform every act necessary, requisite or proper to be done in connection therewith as each of said company could do, but reserving to each of said company full power of substitution and revocation, and all of the acts of said Attorney-in-Fact, pursuant to these presents, are hereby ratified and confirmed. This Power of Attorney is effective November 14, 2025

This Power of Attorney is granted and is signed under and by authority of the following resolutions adopted by the Board of Directors of COREPOINTE INSURANCE COMPANY and DEVELOPERS SURETY AND INDEMNITY COMPANY (collectively, "Company") on February 10, 2023

RESOLVED, that Sam Zaza, President, Surety Underwriting, James Bell, Vice President, Surety Underwriting, and Craig Dawson, Executive Underwriter, Surety, each an employee of AmTrust North America, Inc., an affiliate of the Company (the "Authorized Signors"), are hereby authorized to execute a Power of Attorney, qualifying attorney(s)-in-fact named in the Power of Attorney to execute, on behalf of the Company, bonds, undertakings and contracts of suretyship, or other suretyship obligations; and that the Secretary or any Assistant Secretary of the Company be, and each of them hereby is, authorized to attest the execution of any such Power of Attorney

RESOLVED, that the signature of any one of the Authorized Signors and the Secretary or any Assistant Secretary of the Company, and the seal of the Company must be affixed to any such Power of Attorney, and any such signature or seal may be affixed by facsimile, and such Power of Attorney shall be valid and binding upon the Company when so affixed and in the future with respect to any bond, undertaking or contract of suretyship to which it is attached.

IN WITNESS WHEREOF, COREPOINTE INSURANCE COMPANY and DEVELOPERS SURETY AND INDEMNITY COMPANY have caused these presents to be signed by the Authorized Signor and attested by their Secretary or Assistant Secretary this August 7, 2024.

By: _____
Printed Name: Sam Zaza
Title: President, Surety Underwriting

COREPOINTE INSURANCE COMPANY CORPORATE SEAL DELAWARE

DEVELOPERS SURETY AND INDEMNITY COMPANY INCORPORATED 1936 CALIFORNIA

ACKNOWLEDGEMENT:

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF California COUNTY OF Orange

On this 7 day of August, 2024, before me, Hoang-Quyen Phu Pham, personally appeared Sam Zaza, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to within the instrument and acknowledged to me that they executed the same in their authorized capacity, and that by the signature on the instrument the entities upon behalf which the person acted, executed this instrument.

I certify, under penalty of perjury, under the laws of the State of California that the foregoing paragraph is true and correct

WITNESS my hand and official seal

Signature _____

HOANG-QUYEN P. PHAM
Notary Public - California
Orange County
Commission # 2432970
My Comm. Expires Dec 31, 2026

**CORPORATE CERTIFICATION**

The undersigned, the Secretary or Assistant Secretary of COREPOINTE INSURANCE COMPANY and DEVELOPERS SURETY AND INDEMNITY COMPANY, does hereby certify that the provisions of the resolutions of the respective Boards of Directors of said corporations set forth in this Power of Attorney are in force as of the date of this Certification.

This Certification is executed in the City of Cleveland, Ohio, this August 2, 2024.

By: DocuSigned by: Janie Clark 87688D3E22364A8 Janie Clark, Assistant Secretary

Ed. 0824

Docusign Envelope ID: 5AB920B9-227B-46CB-BD53-C0E3A05A3E46

Signed and sealed this 12th day of August, 2024

Ron DeSantis, Governor

Melanie S. Griffin, Secretary

Florida dbpr

# STATE OF FLORIDA
# DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

## CONSTRUCTION INDUSTRY LICENSING BOARD

THE GENERAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

## MCDONALD, CHARLES YANCEY JR

SAMSULA DEMOLITION
363 S STATE ROAD 415
NEW SMYRNA BEACH FL 32168

**LICENSE NUMBER: CGC1532185**

**EXPIRATION DATE: AUGUST 31, 2026**

Always verify licenses online at MyFloridaLicense.com

ISSUED: 06/05/2024

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

# State of Florida

## Woman & Minority Business Certification

Samsula Waste Inc dba Samsula Demolition

Is certified under the provisions of
287 and 295.187, Florida Statutes, for a period from:

05/30/2025 to 05/30/2027

Pedro Allende
Florida Department of Management Services

FLORIDA DEPARTMENT OF MANAGEMENT SERVICES
SUPPLIER DEVELOPMENT

Office of Supplier Development
4050 Esplanade Way, Suite 380
Tallahassee, Florida 32399
850-487-0915
www.dms.myflorida.com/osd

Volusia County
FLORIDA

**Building & Code Administration**

October 09, 2024

To Whom it May Concern:

Effective January 1, 2024, the ordinance requiring a Volusia County business tax receipt is repealed and a Volusia County business tax receipt is no longer required for any business located within Volusia County. This statement can also be found on our website at the following link: https://www.volusia.org/services/business-services/revenue-services/business-tax-receipt/ . Attached is a copy of the ordinance containing the changes where the language requiring a Business Tax Receipt has been stricken from the ordinance.

I hope this information proves to be useful.

Respectfully,

Kerry Leuzinger
Chief Building Official

123 West Indiana Avenue, Room 203 • DeLand, FL 32720
Tel: 386-736-5957 248-8158 424- 6828 • FAX: 386-740-5215
www.volusia.org/contractors

**(ATTACHMENT 1) SCHEDULE OF UNIT PRICING**
**CITY OF PORT ORANGE**
**ITB #26-01**
**DEMOLITION CONTRACTOR SERVICES FOR FEDERALLY FUNDED PROJECTS**

**Completed (Attachment 1) Schedule of Unit Pricing MUST be included with Bid Submission**

Instruction to save Attachment from DemandStar website:
Perform "File Save As" and save spreadsheet to your computer. Fill in pricing in highlighted cells, preferably electronically.
**Bidders are required to complete all fields shaded in green. All other fields will be automatically calculated.**

**(ATTACHMENT 1) SCHEDULE OF UNIT PRICING MUST BE SIGNED**

| | |
|---|---|
| NAME OF BUSINESS: | Samaula Demolition |
| CONTACT PERSON: | Charles Y McDonald |
| EMAIL ADDRESS: | office@samaulademolition.com |
| AUTHORIZED SIGNATURE: | |

**ALL UNIT PRICING MUST BE IN ACCORDANCE WITH SPECIFICATIONS**

| ITEM # | ITEM DESCRIPTION | QTY | UNIT of MEASURE | UNIT PRICE | EXTENDED PRICE |
|---|---|---|---|---|---|
| 1 | DEMOLISH WOOD FRAME STRUCTURE - AS OUTLINED IN THE SCOPE OF WORK IN THE ITB | 1 | SQUARE FOOT | $ 4.67 - | $ 4.67 - |
| 2 | DEMOLISH CONCRETE BLOCK STRUCTURE - AS OUTLINED IN THE SCOPE OF WORK IN THE ITB | 1 | SQUARE FOOT | $4.17 - | $ 4.17 - |
| 3 | ASBESTOS SURVEY | 1 | LUMP SUM | | $1,988.50 - |
| 4 | ASBESTOS ABATEMENT | 1 | SQUARE FOOT | $ 6.99 - | $ 6.99 - |
| 5 | INSTALLATION OF SILT FENCE | 1 | LINEAR FOOT | $ 3.63 - | $ 3.63 - |
| 6 | CONCRETE AND/OR ASPHALT FLATWORK (SLABS, FOOTERS, FOUNDATIONS, DRIVEWAY, WALKWAYS, ETC.) | 1 | CUBIC YARD | $26.00 - | $ 26.00 - |
| 7 | DEMOLISH ADDITIONAL STRUCTURES (SHEDS, DETACHED GARAGES, OUTBUILDINGS, OUTSIDE FIRE P | 1 | SQUARE FOOT | $ 3.63 - | $ 3.63 - |
| 8 | SEPTIC TANK AND APPURTENANCES REMOVAL | 1 | LUMP SUM | | $ 1,667.00 - |
| 9 | SWIMMING POOL REMOVAL | 1 | LUMP SUM | | $ 3,312.00 |
| 10 | WELLS ON SITE - GROUTED (UNUSABLE) | 1 | LUMP SUM | | $ 2,590.00 - |
| 11 | LOADING, TRANSPORTING, AND DISPOSING OF DEMOLITION DEBRIS AT AN APPROVED LANDFILL (TONNAGE BASED ON INDIVIDUAL WEIGHT TICKETS FROM DISPOSAL SITE) | 1 | TON | $ 34.68 - | $ 34.68 - |
| | | 1 | CUBIC YARD | $ N/A - | $ N/A - |
| 12 | RESTORATION OF NATURAL GROUND AFTER REMOVAL OF ALL DEBRIS, APPURTENANCES, AND FOUNDATION. RESTORATION SHALL INCLUDE GRADE, FURNISH AND INSTALL RYE AND BAHIA SEED OR ANY SEASONAL MIX | 1 | SQUARE FOOT | $ 0.32 - | $ 0.32 - |
| 13 | FILL | 1 | CUBIC YARD | $ 23.00 - | $ 23.00 - |
| 14 | RAILROAD-TIE BRIDGE REMOVAL (SEE EXAMPLE IMAGE NEXT PAGE) | 1 | LUMP SUM | | $ 13,380.00 - |
| | | | | TOTAL | $23,022.59 |

** SEE BELOW**

**** NOTE:**

**The evaluation of submittal packages shall include all prices stated in the BID FORM above. However, to evaluate the prices bid for items without an estimated quantity the City will utilize evaluation scenarios stated below. These evaluation scenarios shall be added to the total prices bid. Purchasing will input the prices bid by each Bidder to determine the total price for each scenario. The evaluation scenarios to be used for evaluation purposes only are:**

**(1) SCENARIO #1**

**Demolish Wood Frame structure - 2,000 sq ft**
**Removal of all concrete flatwork - 100 cu yd**
**Silt fence installation - 600 LF**
**Loading, Transporting and Disposing - 2 Tons**
**Restore to natural grade with sod seed (Rye/Bahia or seasonal mix) - 5,000 sq ft**

**(2) SCENARIO #2**

**Demolish Concrete Block structure - 2,000 sq ft**
**Removal of all concrete flatwork - 100 cu yd**
**Silt fence installation - 600 LF**
**Loading, Transporting and Disposing - 2 Tons**
**Restore to natural grade and seed (Rye/Bahia or seasonal mix) - 5,000 sq ft**

| SCENARIOS | TOTAL COST |
|---|---|
| 1 - WOOD FRAME STRUCTURE | $ 14,967.00 |
| 2 - CONCRETE BLOCK STRUCTURE | $ 13,967.00 |







**BID TABULATION**
**CITY OF PORT ORANGE**
**ITB #26-01**
**DEMOLITION CONTRACTOR SERVICES FOR FEDERALLY FUNDED PROJECTS**

| | | | | Byrdson Services, LLC | | Samsula Demolition | | DSR Construction, Inc. | | Reclaim Company, LLC | | Paul Culver Construction, Inc. | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| ITEM # | ITEM DESCRIPTION | QTY | UNIT of MEASURE | UNIT PRICE | EXTENDED PRICE | UNIT PRICE | EXTENDED PRICE | UNIT PRICE | EXTENDED PRICE | UNIT PRICE | EXTENDED PRICE | UNIT PRICE | EXTENDED PRICE |
| 1 | DEMOLISH WOOD FRAME STRUCTURE - AS OUTLINED IN THE SCOPE OF WORK IN THE ITB | 1 | SQUARE FOOT | $ 9.65 | $ 9.65 | $ 4.67 | $ 4.67 | $ 2.94 | $ 2.94 | $ 0.85 | $ 0.85 | $ 2.14 | $ 2.14 |
| 2 | DEMOLISH CONCRETE BLOCK STRUCTURE - AS OUTLINED IN THE SCOPE OF WORK IN THE ITB | 1 | SQUARE FOOT | $ 11.25 | $ 11.25 | $ 4.17 | $ 4.17 | $ 2.94 | $ 2.94 | $ 0.60 | $ 0.60 | $ 2.17 | $ 2.17 |
| 3 | ASBESTOS SURVEY | 1 | LUMP SUM | | $ 850.00 | | $ 1,966.50 | | $ 1,770.00 | | $ 1,800.00 | | $ 5,040.00 |
| 4 | ASBESTOS ABATEMENT | 1 | SQUARE FOOT | $ 12.50 | $ 12.50 | $ 6.99 | $ 6.99 | $ 7.00 | $ 7.00 | $ 8.00 | $ 8.00 | $ - | $ - |
| 5 | INSTALLATION OF SILT FENCE | 1 | LINEAR FOOT | $ 4.25 | $ 4.25 | $ 3.63 | $ 3.63 | $ 1.90 | $ 1.90 | $ 0.35 | $ 0.35 | $ 1.50 | $ 1.50 |
| 6 | CONCRETE AND/OR ASPHALT FLATWORK (SLABS, FOOTERS, FOUNDATIONS, DRIVEWAY, WALKWAYS, ETC.) | 1 | CUBIC YARD | $ 165.00 | $ 165.00 | $ 26.00 | $ 26.00 | $ 8.50 | $ 8.50 | $ 2.80 | $ 2.80 | $ 37.41 | $ 37.41 |
| 7 | DEMOLISH ADDITIONAL STRUCTURES (SHEDS, DETATCHED GARAGES, OUTBUILDINGS, ETC.) | 1 | SQUARE FOOT | $ 6.25 | $ 6.25 | $ 3.63 | $ 3.63 | $ 2.64 | $ 2.64 | $ 10.00 | $ 10.00 | $ 4.43 | $ 4.43 |
| 8 | SEPTIC TANK AND APPURTENANCES REMOVAL | 1 | LUMP SUM | | $ 2,850.00 | | $ 1,667.00 | | $ 1,180.00 | | $ 2,500.00 | | $ 1,200.00 |
| 9 | SWIMMING POOL REMOVAL | 1 | LUMP SUM | | $ 9,500.00 | | $ 3,312.00 | | $ 3,200.00 | | $ 4,500.00 | | $ - |
| 10 | WELLS ON SITE - GROUTED (UNUSABLE) | 1 | LUMP SUM | | $ 1,650.00 | | $ 2,590.00 | | $ 1,500.00 | | $ 1,750.00 | | $ - |
| 11 | LOADING, TRANSPORTING, AND DISPOSING OF DEMOLITION DEBRIS AT AN APPROVED LANDFILL (TONNAGE BASED ON INDIVIDUAL WEIGHT TICKETS FROM DISPOSAL SITE) | 1 | TON | $ 145.00 | $ 145.00 | $ 34.68 | $ 34.68 | $ 88.00 | $ 88.00 | $ 218.00 | $ 218.00 | $ 162.32 | $ 162.32 |
| 12 | RESTORATION OF NATURAL GROUND AFTER REMOVAL OF ALL DEBRIS, APPURTENANCES, AND FOUNDATION. RESTORATION SHALL INCLUDE GRADE, FURNISH AND INSTALL RYE AND BAHIA SEED OR ANY SEASONAL MIX | 1 | SQUARE FOOT | $ 0.92 | $ 0.92 | $ 0.32 | $ 0.32 | $ 0.13 | $ 0.13 | $ 0.03 | $ 0.03 | $ 0.14 | $ 0.14 |
| 13 | FILL | 1 | CUBIC YARD | $ 58.00 | $ 58.00 | $ 23.00 | $ 23.00 | $ 22.00 | $ 22.00 | $ 8.50 | $ 8.50 | $ 18.33 | $ 18.33 |
| 14 | RAILROAD-TIE BRIDGE REMOVAL | 1 | LUMP SUM | | $ 22,500.00 | | $ 13,380.00 | | $ 4,200.00 | | $ 8,000.00 | | $ 5,550.00 |
| | | | | | | | | | | | | | |
| SC 1 | SCENARIO 1 - WOOD FRAME STRUCTURE | | | | $ 43,240.00 | | $ 15,787.36 | | $ 8,696.00 | | $ 2,776.00 | | $ 9,945.64 |
| SC 2 | SCENARIO 2 - CONCRETE BLOCK STRUCTURE | | | | $ 46,440.00 | | $ 14,787.36 | | $ 8,696.00 | | $ 2,276.00 | | $ 10,005.64 |
| LINE ITEMS 3, 4, 7, 8, 9, 10, 13 & 14 | SUM OF ITEMS 3, 4, 7, 8, 9, 10, 13 & 14 | | | | $ 37,426.75 | | $ 22,949.12 | | $ 11,881.64 | | $ 18,576.50 | | INCOMPLETE |
| TOTAL OF SCENARIOS AND LINE ITEMS 3, 4, 7, 8, 9, 10, 13 & 14 | | | | | $ 127,106.75 | | $ 53,523.84 | | $ 29,273.64 | | $ 23,628.50 | | INCOMPLETE |

BUYER

WITNESS

# CITY COUNCIL AGENDA ITEM

**COUNCIL MEETING DATE 6/2/2026**

---

**SUBJECT:** (B7d) Intent to Award ITB #26-07 City Center Sports Complex Expansion to All State Civil Construction, Inc.

**DEPARTMENT:** Parks & Recreation

**GOAL:** 3 - Quality of Life

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**RECOMMENDED MOTION:** Move to approve the contract award to All State Civil Construction, Inc. for construction of the City Center Sports complex for an amount not to exceed $3,636,028.16; and authorize an allowance for unforeseen conditions (contingency) in an amount not to exceed $290,883.00; and authorize the Mayor and City Clerk to execute the associated documents.

---

**SUMMARY:** The City received five bids for ITB #26-07 City Center Sports Complex Expansion: This is bond project #1 and is located on the former Silver Sands property adjacent to City Center that was part of the land swap with Volusia County Schools. This project will include multipurpose fields suitable for soccer, flag football, etc., a new restroom/concession facility, and additional parking.

Bid summary:

- All State Civil Construction, Inc.: $3,636,028.16
- Paul Culver Construction, Inc.: $3,660,000
- Persons Service Corp.: $3,675,278.07
- A.G. Pifer Construction: $3,996,000
- Legacy Sports Construction: $4,730,560

All State Civil Construction, Inc. is the lowest bidder and is deemed responsive. Staff recommends awarding ITB #26-07 City Center Sports Complex Expansion to All State Civil Construction, Inc., for the base cost of $3,636,028.16. In addition, Staff is requesting a contingency allowance of 8%, $290,883.00, bringing the total project budget to $3,926,911.16.




PRESENTER: Peter Ferreira

**ATTACHMENTS:**

| | | |
|---|---|---|
| 1. | Allstate Construction Inc - A101-2017 AIA Agreement - ITB 26-07 City Center Sports Complex Expansion | Allstate Construction Inc - A101-2017 AIA Agreement - ITB 26-07 City Center Sports Complex Expansion.pdf |
| 2. | Allstate Civil Construction Inc. AIA A201-2017 General Conditions - ITB 26-07 City Center Sports Complex Expansion (1) | Allstate Civil Construction Inc. AIA A201-2017 General Conditions - ITB 26-07 City Center Sports Complex Expansion (1).pdf |
| 3. | All State Civil Construction Inc. ITB 26-07 City Center Sports Complex AIA Agreement Exhibits | All State Civil Construction Inc. ITB 26-07 City Center Sports Complex AIA Agreement Exhibits.pdf |
| 4. | ITB 26-07 Notice of Intent to Award | ITB 26-07 Notice of Intent to Award.pdf |
| 5. | PO ITB 26-07 - City Center Sports Complex - ASCC Bid | PO ITB 26-07 - City Center Sports Complex - ASCC Bid.pdf |

| | | |
|---|---|---|
| 6. | ITB 26-07 Addendum 1 | ITB 26-07 Addendum 1.pdf |
| 7. | ITB 26-07 Attachment 3 City Center Sports Complex Expansion Drawings | ITB 26-07 Attachment 3 City Center Sports Complex Expansion Drawings.pdf |
| 8. | ITB 26-07 Attachment 2 City Center Sports Complex Expansion Project Manual | ITB 26-07 Attachment 2 City Center Sports Complex Expansion Project Manual.pdf |
| 9. | ITB 26-07 CITY CENTER SPORTS COMPLEX EXPANSION | ITB 26-07 CITY CENTER SPORTS COMPLEX EXPANSION.pdf |
| 10. | ITB 26-07 ADDENDUM 1 ATTACHMENT 7 UES RECOVERY ANALYSIS | ITB 26-07 ADDENDUM 1 ATTACHMENT 7 UES RECOVERY ANALYSIS.pdf |
| 11. | ITB 26-07 ADDENDUM 1 ATTACHMENT 6 ZEVCOHEN PROJECTED SEWER FLOW | ITB 26-07 ADDENDUM 1 ATTACHMENT 6 ZEVCOHEN PROJECTED SEWER FLOW.pdf |
| 12. | ITB 26-07 ADDENDUM 1 ATTACHMENT 5 FPL AGREEMENT | ITB 26-07 ADDENDUM 1 ATTACHMENT 5 FPL AGREEMENT.pdf |
| 13. | ITB 26-07 ADDENDUM 1 ATTACHMENT 4 HALL OGLE ARCHITECTS INC | ITB 26-07 ADDENDUM 1 ATTACHMENT 4 HALL OGLE ARCHITECTS INC.pdf |
| 14. | PB250 Solicitation Request Form | PB250 Solicitation Request Form.pdf |
| 15. | Sunbiz | Sunbiz.pdf |
| 16. | ITB 26-07 City Center Sports Complex Expansion - Bid Amounts | ITB 26-07 City Center Sports Complex Expansion - Bid Amounts.pdf |
| 17. | All-State Civil Construction, Inc. GL WC 02.21.27 AL 07.31.26 | All-State Civil Construction, Inc. GL WC 02.21.27 AL 07.31.26.pdf |

| | |
|---|---|
| Peter Ferreira | Created/Initiated - 05/15/2026 |
| Susan Lovallo | Approved - 05/20/2026 |
| Sue Wang | Approved - 05/21/2026 |
| Matthew Jones | Approved - 05/28/2026 |
| Wayne Clark | Final Approval - 05/28/2026 |

# AIA® Document A101® – 2017

## *Standard Form of Agreement Between Owner and Contractor* *where the basis of payment is a Stipulated Sum*

**AGREEMENT** made as of the Twenty-seventh day of May in the year Two Thousand Twenty-Six

**BETWEEN** the Owner:

City of Port Orange, a Florida Municipal Corporation
1000 City Center Circle
Port Orange, FL 32129
(386) 506-5575

and the Contractor:

All State Civil Construction, Inc.
1301 Beville Road, Suite 16
Daytona Beach, FL 32119
(386) 256-2721

for the following Project:

ITB 26-07 City Center Sports Complex Expansion
4651 City Center Circle
Port Orange, FL 32129
Expansion of City Center Sports Complex located adjacent to the REC at 4651 City Center Circle. The project will include two (2) multi-purpose fields with lights, install of owner furnished lights, a support building (restrooms, concession and storage) and parking.

The Architect:

Hall & Ogle Architects, Inc.
208 Magnolia Avenue
Daytona Beach, FL 32114

The Owner and Contractor agree as follows.

**ADDITIONS AND DELETIONS:**
The author of this document may have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

The parties should complete A101®–2017, Exhibit A, Insurance and Bonds, contemporaneously with this Agreement. AIA Document A201®–2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

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**User Notes:** (6a185cf5fe76961b0344ccab)

**TABLE OF ARTICLES**

**1 THE CONTRACT DOCUMENTS**

**2 THE WORK OF THIS CONTRACT**

**3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION**

**4 CONTRACT SUM**

**5 PAYMENTS**

**6 DISPUTE RESOLUTION**

**7 TERMINATION OR SUSPENSION**

**8 MISCELLANEOUS PROVISIONS**

**9 ENUMERATION OF CONTRACT DOCUMENTS**

**EXHIBIT A INSURANCE AND BONDS**

## ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary, and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

## ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

## ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

**§ 3.1** The date of commencement of the Work shall be:

[ ] The date of this Agreement.

[ X ] A date set forth in a notice to proceed issued by the Owner.

[ ] Established as follows:
*(Insert a date or a means to determine the date of commencement of the Work.)*

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of this Agreement.

**§ 3.2** The Contract Time shall be measured from the date of commencement of the Work.

### § 3.3 Substantial Completion

**§ 3.3.1** Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of the entire Work:

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**User Notes:** (6a185cf5fe76961b0344ccab)

[ ] Not later than ( ) calendar days from the date of commencement of the Work.

[ X ] By the following date: Contractor shall achieve Substantial Completion of work not later than 270 days from the issuance of a written Notice to Proceed issued by the City.

**§ 3.3.2** Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Contractor shall achieve Substantial Completion of such portions by the following dates:

| Portion of Work | Substantial Completion Date |
|---|---|
| N/A | N/A |

**§ 3.3.3** If the Contractor fails to achieve Substantial Completion as provided in this Section 3.3, liquidated damages, if any, shall be assessed as set forth in Section 4.5.

## ARTICLE 4 CONTRACT SUM

**§ 4.1** The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be Three Million Six Hundred Thirty Six Thousand Twenty Eight and 16/100 Dollars ($ $3,636,028.16 ), subject to additions and deductions as provided in the Contract Documents.

### § 4.2 Alternates

**§ 4.2.1** Alternates, if any, included in the Contract Sum:

| Item | Price |
|---|---|
| N/A | N/A |

**§ 4.2.2** Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Agreement. Upon acceptance, the Owner shall issue a Modification to this Agreement.

| Item | Price | Conditions for Acceptance |
|---|---|---|
| N/A | N/A | N/A |

**§ 4.3** Allowances, if any, included in the Contract Sum:

| Item | Price |
|---|---|
| N/A | N/A |

**§ 4.4** Unit prices, if any:

| Item | Units and Limitations | Price per Unit ($0.00) |
|---|---|---|
| N/A | N/A | N/A |

**§ 4.5** Liquidated damages, if any:

Contractor shall pay Owner Contractor shall pay Owner $0.00 for each day that expires after the time (.00 for each day that expires after the time (as duly adjusted pursuant to the Contract) specified for Substantial Completion (270 days), until the Work is substantially complete. After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times (as duly adjusted pursuant to the Contract), for completion and readiness for final payment, Contractor shall pay Owner $0.00 for each day that expires after such time until the Work is completed and ready for final payment.

**§ 4.6** Other:

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**User Notes:** (6a185cf5fe76961b0344ccab)

N/A

## ARTICLE 5 PAYMENTS

### § 5.1 Progress Payments

**§ 5.1.1** Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

**§ 5.1.2** The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

**§ 5.1.3** Provided that an Application for Payment is received by the Architect not later than the 1st day of a month, and the Contractor obtains Architect's certification of the application for payment within 10 days thereafter, then the Owner shall make payment of the amount certified to the Contractor not later than the 10th day of the following month. If an Application for Payment is received by the Architect after the application date fixed above, and the Contractor obtains Architect's certification of the application for payment within 10 days thereafter, then payment of the amount certified shall be made by the Owner not later than thirty ( 30 ) days after the Architect receives the Application for Payment.

**§ 5.1.4** Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form, and supported by such data to substantiate its accuracy, as the Architect may require. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment.

**§ 5.1.5** Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

**§ 5.1.6** In accordance with AIA Document A201™–2017, General Conditions of the Contract for Construction, and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

**§ 5.1.6.1** The amount of each progress payment shall first include:

- **.1** That portion of the Contract Sum properly allocable to completed Work;
- **.2** That portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction, or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing; and
- **.3** That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified.

**§ 5.1.6.2** The amount of each progress payment shall then be reduced by:

- **.1** The aggregate of any amounts previously paid by the Owner;
- **.2** The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201–2017;
- **.3** Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;
- **.4** For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201–2017; and
- **.5** Retainage withheld pursuant to Section 5.1.7.

### § 5.1.7 Retainage

**§ 5.1.7.1** For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:

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**§ 5.1.7.1.1** The following items are not subject to retainage:

**§ 5.1.7.2** Reduction or limitation of retainage, if any, shall be as follows:

No reduction of retainage below five percent (5%).

Deleted in its entirety.

**§ 5.1.8** If final completion of the Work is materially delayed through no fault of the Contractor, the Owner shall pay the Contractor any additional amounts in accordance with Article 9 of AIA Document A201–2017.

**§ 5.1.9** Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

**§ 5.2 Final Payment**

**§ 5.2.1** Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

**.1** the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Article 12 of AIA Document A201–2017, and to satisfy other requirements, if any, which extend beyond final payment; and

**.2** a final Certificate for Payment has been issued by the Architect.

**§ 5.2.2** The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

**§ 5.3 Interest**

Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

All payments shall be governed by the Local Government Prompt Payment Act as set forth in Sections 218.70 through 218.79, Florida Statutes, as amended.

**ARTICLE 6 DISPUTE RESOLUTION**

**§ 6.1 Initial Decision Maker**

The Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201–2017, unless the parties appoint below another individual, not a party to this Agreement, to serve as the Initial Decision Maker.

Architect's actions, subject to recommendation to Owner, and Owner approval prior to action.

**§ 6.2 Binding Dispute Resolution**

For any Claim subject to, but not resolved by, mediation pursuant to Article 15 of AIA Document A201–2017, the

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method of binding dispute resolution shall be as follows:

[ ] Arbitration pursuant to Section 15.4 of AIA Document A201–2017

[ X ] Litigation in a court of competent jurisdiction. If the Owner and Contractor do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims shall be resolved by litigation, and shall have its venue located exclusively in the Circuit Court of Volusia County, Florida, and the Parties hereby expressly consent and submit themselves to the personal jurisdiction and venue of the Court.

[ ] Other

**ARTICLE 7 TERMINATION OR SUSPENSION**

**§ 7.1** The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201–2017.

**§ 7.1.1** If the Contract is terminated for the Owner's convenience in accordance with Article 14 of AIA Document A201–2017, then the Owner shall pay the Contractor a termination fee as follows:

**§ 7.2** The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2017.

**ARTICLE 8 MISCELLANEOUS PROVISIONS**

**§ 8.1** Where reference is made in this Agreement to a provision of AIA Document A201–2017 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

**§ 8.2** The Owner's representative:

Susan Lovallo, Parks and Recreation Director
1000 City Center Circle
Port Orange, Florida 32129
slovallo@port-orange.org
(386) 506-5852

**§ 8.3** The Contractor's representative:

All State Civil Construction, Inc.
Attn: Christopher Mehegan
1301 Beville Road, Suite 16
Daytona Beach, FL 32119
(386) 256-2721
cmehegan@allstatecivilconstructionfl.com
(386) 256-2721

**§ 8.4** Neither the Owner's nor the Contractor's representative shall be changed without ten days' prior notice to the other party.

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**§ 8.5 Insurance and Bonds**

**§ 8.5.1** The Owner and the Contractor shall purchase and maintain insurance as set forth in AIA Document A101™–2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, Exhibit A, Insurance and Bonds, and elsewhere in the Contract Documents.

**§ 8.5.2** The Contractor shall provide bonds as set forth in AIA Document A101™–2017 Exhibit A, and elsewhere in the Contract Documents.

**§ 8.6** Notice in electronic format, pursuant to Article 1 of AIA Document A201–2017, may be given in accordance with a building information modeling exhibit, if completed, or as otherwise set forth below:

**§ 8.7** Other provisions:

**§ 8.7.1 PUBLIC RECORDS COMPLIANCE**

**Contractor shall comply with public records laws as set forth in Section 119, Florida Statutes, and shall specifically: (a) keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the service; (b) provide the public with access to public records on the same terms and conditions that the City would provide the records at a cost that does not exceed the cost provided in Section 119, Florida Statutes, or as otherwise provided by law; (c) ensure that the public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and (d) meet all requirements for retaining public records and transfer to the City, at no cost, 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 in a format that is compatible with the Information Technology system of the City.**

**§ 8.7.2 RECORDS**

**The design, permits and all other records prepared by the Contractor, assembled for the City, subcontracted for the City, and any other records related to the scope of work in the possession of the Contractor shall be retained by the Contractor for the requisite time set forth in Florida Administrative Code Rule 1 b-24 http://dos.myflorida.com/library-archives/records-management/. Contractor may dispose of the records in accordance with Florida law, upon receipt of a signed written release signed by the City Attorney. Contractor agrees to indemnify the City for failure to comply with the requirements of this paragraph including costs of litigation and legal fees incurred through all appeals. City reserves the right to select and approve the defense attorney.**

**§ 8.7.3 FORCE MAJEURE**

**Neither party shall be liable for any delay in performance or failure to perform any obligation hereunder if, and to the extent that, such failure or delay is caused by an event of Force Majeure. Force Majeure shall mean any act, event or condition that is beyond the party's reasonable control, that materially and adversely affects the party's ability to perform its obligations hereunder, and that is not the result of the party's willful neglect, error, omission or failure to exercise reasonable due diligence.**

**§ 8.7.4 CONTRACT CONSTRUCTION**

**This Contract may be executed in one or more counterparts, each of which shall be deemed an original but all of which together constitute one and the same instrument. The delivery by facsimile or e-mail of an executed copy of this Contract shall be deemed valid as if an original signature was delivered. No contract shall be formed between the Contractor and the City unless both Parties have signed this Contract.**

**§ 8.7.5 FINANCIAL DISCLOSURES**

**During the term of this Contract, Contractor covenants and agrees that it will keep adequate books and records of accounts in accordance with Generally Accepted Accounting Principles (GAAP). Contractor further covenants and agrees that in the event the Contractor becomes insolvent and/or fails to pay its current obligations when they become due, Contractor shall so advise Owner of such situation and, upon request from Owner, Contractor shall provide to Owner financial statements of Contractor, including**

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**current income and expense statements of Contractor, consolidated balance sheets signed by a financial officer of Contractor, and audited reports provided by Contractor to Contractor's Surety, audited financial statements certified by a Certified Public Accountant concerning the financial affairs of the Contractor and all affiliates of Contractor, and such other financial information requested by Owner. All such financial information shall comply with GAAP.**

**In the event that Contractor becomes insolvent and/or fails to pay its current obligations when they become due, Contractor hereby authorizes its sureties, lenders, financial institutions and other third parties to release Owner financial information requested by Owner, including, but not limited to, the financial information described in the preceding paragraph.**

**§ 8.7.2 WAIVER OF JURY TRIAL**
**All parties hereby waive any and all right to any trial by jury in any action or proceeding arising directly or indirectly hereunder.**

## ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

**§ 9.1** This Agreement is comprised of the following documents:

**.1** AIA Document A101™–2017, Standard Form of Agreement Between Owner and Contractor, as modified by the Owner with attached Exhibits "A" through "F", all of which are made a part hereof by this reference.

**.2** AIA Document A101™–2017, General Conditions of the Contract for Construction

**.3** Exhibit A, Insurance Bonds

**.4** Exhibit B, ITB 26-07 City Center Sports Complex Expansion, not attached, on file with the City Clerk.

**.5** Exhibit C, Contractor's Proposal, not attached, on file with the City Clerk.

**.6** Exhibit D, Application for Payment.

**.7** Exhibit E, Forms.

**.8** Exhibit F, Contractor's Completion Checklist

**.9** ITB 26-07 Drawings, Specification, and Requirements

| Title | Date | Pages |
|---|---|---|
| 100% Construction Documents/Drawings | March 6, 2026 | 1-57 |
| Not attached, on file with the Parks and Recreation Director Susan Lovallo. | | |
| Project Manual 100% Construction Documents | March 6, 2026 | 1-196 |
| Not attached, on file with the Parks and Recreation Director Susan Lovallo. | | |

**.10** Addenda, if any:

| Number | Date | Pages |
|---|---|---|
| Addendum No. 1 | May 8, 2026 | 1-3 |

**Title**

Attachment No. 4 to Addendum No. 1 Consisting of 9 pages
Not attached, on file with City Clerk.

Attachment No. 5 to Addendum No. 1, Consisting of 2 Pages
Not attached, on file with City Clerk.

Attachment No. 6 to Addendum No. 1, Consisting of 1 Page
Not attached, on file with the City Clerk.

Attachment No. 7 to Addendum No. 1, Consisting of 47 Pages
Not attached, on file with the City Clerk.

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This Agreement entered into as of the day and year first written above.

| | |
|---|---|
| **OWNER** *(Signature)* | **CONTRACTOR** *(Signature)* |
| BY: Scott Stiltner, Mayor | BY: Christopher Mehegan, President |
| *(Printed name and title)* | *(Printed name and title)* |
| DATE: | DATE: |

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# *Additions and Deletions Report for*
*AIA® Document A101® – 2017*

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 15:22:54 EDT on 05/28/2026.

**Changes to original AIA text**

**PAGE 1**

~~*(In words, indicate day, month and year.)*~~
~~*(Name, legal status, address and other information)*~~
~~*(Name, legal status, address and other information)*~~
~~*(Name, location and detailed description)*~~
~~*(Name, legal status, address and other information)*~~

**PAGE 2**

~~*(Check one of the following boxes.)*~~

~~*(Check one of the following boxes and complete the necessary information.)*~~
~~[~~

[ ] Not later than ( ) calendar days from the date of commencement of the Work.

**PAGE 3**

| **Portion of Work** | **Substantial Completion Date** |
|---|---|
| N/A | N/A |

**§ 4.1** The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be ~~($~~ Three Million Six Hundred Thirty Six Thousand Twenty Eight and 16/100 Dollars ($ $3,636,028.16 ), subject to additions and deductions as provided in the Contract Documents.

| **Item** | **Price** |
|---|---|
| N/A | N/A |

~~*(Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)*~~

| **Item** | **Price** | **Conditions for Acceptance** |
|---|---|---|
| N/A | N/A | N/A |

~~*(Identify each allowance.)*~~

| **Item** | **Price** |
|---|---|
| N/A | N/A |

~~*(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)*~~

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| Item | Units and Limitations | Price per Unit ($0.00) |
|---|---|---|
| N/A | N/A | N/A |

~~*(Insert terms and conditions for liquidated damages, if any.)*~~
~~*(Insert provisions for bonus or other incentives, if any, that might result in a change to the Contract Sum.)*~~

**PAGE 4**

**§ 5.1.3** Provided that an Application for Payment is received by the Architect not later than the 1st day of a month, and the Contractor obtains Architect's certification of the application for payment within 10 days thereafter, then the Owner shall make payment of the amount certified to the Contractor not later than the 10th day of the following month. If an Application for Payment is received by the Architect after the application date fixed above, and the Contractor obtains Architect's certification of the application for payment within 10 days thereafter, then payment of the amount certified shall be made by the Owner not later than ~~(~~ thirty ( 30 ) days after the Architect receives the Application for Payment.

~~*(Federal, state or local laws may require payment within a certain period of time.)*~~
**§ 5.1.4** Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form, and supported by such data to substantiate its accuracy, as the Architect may require. This schedule ~~of values~~, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment.

~~*(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)*~~
~~*(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)*~~

**PAGE 5**

~~*(If the retainage established in Section 5.1.7.1 is to be modified prior to Substantial Completion of the entire Work, including modifications for Substantial Completion of portions of the Work as provided in Section 3.3.2, insert provisions for such modifications.)*~~
~~**§ 5.1.7.3** Except as set forth in this Section 5.1.7.3, upon Substantial Completion of the Work, the Contractor may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 5.1.7. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:~~
~~*(Insert any other conditions for release of retainage upon Substantial Completion.)*~~
~~*(Insert rate of interest agreed upon, if any.)*~~
~~%~~

~~*(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)*~~
~~*(Check the appropriate box.)*~~

[ ~~]~~ ~~Litigation in a court of competent jurisdiction~~X ] Litigation in a court of competent jurisdiction. If the Owner and Contractor do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims shall be resolved by litigation, and shall have its venue located exclusively in the Circuit Court of Volusia County, Florida, and the Parties hereby expressly consent and submit themselves to the personal jurisdiction and venue of the Court.

**PAGE 6**

[ ] Other ~~*(Specify)*~~

~~If the Owner and Contractor do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.~~

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~~*(Insert the amount of, or method for determining, the fee, if any, payable to the Contractor following a termination for the Owner's convenience.)*~~

~~*(Name, address, email address, and other information)*~~

~~*(Name, address, email address, and other information)*~~

**PAGE 7**

~~*(If other than in accordance with a building information modeling exhibit, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)*~~

~~**ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS**~~

~~**§ 9.1** This Agreement is comprised of the following documents:~~

~~**.1** AIA Document A101™–2017, Standard Form of Agreement Between Owner and Contractor~~

~~**.2** AIA Document A101™–2017, Exhibit A, Insurance and Bonds~~

~~**.3** AIA Document A201™–2017, General Conditions of the Contract for Construction~~

~~**.4** Building information modeling exhibit, dated as indicated below:~~

~~*(Insert the date of the building information modeling exhibit incorporated into this Agreement.)*~~

~~**.5** Drawings~~

~~**.6** Specifications~~

~~**.7** Addenda, if any:~~

~~Portions of Addenda relating to bidding or proposal requirements are not part of the Contract Documents unless the bidding or proposal requirements are also enumerated in this Article 9.~~

~~**.8** Other Exhibits:~~

~~*(Check all boxes that apply and include appropriate information identifying the exhibit where required.)*~~

~~[ ] AIA Document E204™–2017, Sustainable Projects Exhibit, dated as indicated below:~~

~~*(Insert the date of the E204–2017 incorporated into this Agreement.)*~~

~~[ ] The Sustainability Plan:~~

~~[ ] Supplementary and other Conditions of the Contract:~~

~~**.9** Other documents, if any, listed below:~~

~~*(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201™–2017 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Contractor's bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)*~~

~~This Agreement entered into as of the day and year first written above.~~

**§ 8.7.1 PUBLIC RECORDS COMPLIANCE**

**§ 8.7.2 RECORDS**

**The design, permits and all other records prepared by the Contractor, assembled for the City, subcontracted for the City, and any other records related to the scope of work in the possession of the Contractor shall be retained by the Contractor for the requisite time set forth in Florida Administrative Code Rule 1 b-24** http://dos.myflorida.com/library-archives/records-management/**. Contractor may dispose of the records in accordance with Florida law, upon receipt of a signed written release signed by the City Attorney. Contractor agrees to indemnify the City for failure to comply with the requirements of this paragraph including costs of litigation and legal fees incurred through all appeals. City reserves the right to select and approve the defense attorney.**

**§ 8.7.3 FORCE MAJEURE**

**Neither party shall be liable for any delay in performance or failure to perform any obligation hereunder if, and to the extent that, such failure or delay is caused by an event of Force Majeure. Force Majeure shall mean any act, event or condition that is beyond the party's reasonable control, that materially and**

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**adversely affects the party's ability to perform its obligations hereunder, and that is not the result of the party's willful neglect, error, omission or failure to exercise reasonable due diligence.**

**§ 8.7.4 CONTRACT CONSTRUCTION**

**This Contract may be executed in one or more counterparts, each of which shall be deemed an original but all of which together constitute one and the same instrument. The delivery by facsimile or e-mail of an executed copy of this Contract shall be deemed valid as if an original signature was delivered. No contract shall be formed between the Contractor and the City unless both Parties have signed this Contract.**

**PAGE 8**

**§ 8.7.5 FINANCIAL DISCLOSURES**

**During the term of this Contract, Contractor covenants and agrees that it will keep adequate books and records of accounts in accordance with Generally Accepted Accounting Principles (GAAP). Contractor further covenants and agrees that in the event the Contractor becomes insolvent and/or fails to pay its current obligations when they become due, Contractor shall so advise Owner of such situation and, upon request from Owner, Contractor shall provide to Owner financial statements of Contractor, including current income and expense statements of Contractor, consolidated balance sheets signed by a financial officer of Contractor, and audited reports provided by Contractor to Contractor's Surety, audited financial statements certified by a Certified Public Accountant concerning the financial affairs of the Contractor and all affiliates of Contractor, and such other financial information requested by Owner. All such financial information shall comply with GAAP.**

**In the event that Contractor becomes insolvent and/or fails to pay its current obligations when they become due, Contractor hereby authorizes its sureties, lenders, financial institutions and other third parties to release Owner financial information requested by Owner, including, but not limited to, the financial information described in the preceding paragraph.**

**§ 8.7.2 WAIVER OF JURY TRIAL**

**All parties hereby waive any and all right to any trial by jury in any action or proceeding arising directly or indirectly hereunder.**

**ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS**

**§ 9.1** This Agreement is comprised of the following documents:

**.1** AIA Document A101™–2017, Standard Form of Agreement Between Owner and Contractor, as modified by the Owner with attached Exhibits "A" through "F", all of which are made a part hereof by this reference.

**.2** AIA Document A101™–2017, General Conditions of the Contract for Construction

**.3** Exhibit A, Insurance Bonds

**.4** Exhibit B, ITB 26-07 City Center Sports Complex Expansion, not attached, on file with the City Clerk.

**.5** Exhibit C, Contractor's Proposal, not attached, on file with the City Clerk.

**.6** Exhibit D, Application for Payment.

**.7** Exhibit E, Forms.

**.8** Exhibit F, Contractor's Completion Checklist

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**.9** ITB 26-07 Drawings, Specification, and Requirements

| Title | Date | Pages |
|---|---|---|
| 100% Construction Documents/Drawings | March 6, 2026 | 1-57 |

Not attached, on file with the Parks and Recreation Director Susan Lovallo.

| | | |
|---|---|---|
| Project Manual 100% Construction Documents | March 6, 2026 | 1-196 |

Not attached, on file with the Parks and Recreation Director Susan Lovallo.

**.10** Addenda, if any:

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| Number | Date | Pages |
|---|---|---|
| Addendum No. 1 | May 8, 2026 | 1-3 |

**Title**

Attachment No. 4 to Addendum No. 1 Consisting of 9 pages
Not attached, on file with City Clerk.

Attachment No. 5 to Addendum No. 1, Consisting of 2 Pages
Not attached, on file with City Clerk.

Attachment No. 6 to Addendum No. 1, Consisting of 1 Page
Not attached, on file with the City Clerk.

Attachment No. 7 to Addendum No. 1, Consisting of 47 Pages
Not attached, on file with the City Clerk.

This Agreement entered into as of the day and year first written above.

DATE: DATE:

**Variable Information**

**PAGE 1**

**AGREEMENT** made as of the Twenty-seventh day of May in the year Two Thousand Twenty-Six

City of Port Orange, a Florida Municipal Corporation

1000 City Center Circle
Port Orange, FL 32129

(386) 506-5575

All State Civil Construction, Inc.

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1301 Beville Road, Suite 16
Daytona Beach, FL 32119

(386) 256-2721

ITB 26-07 City Center Sports Complex Expansion

4651 City Center Circle
Port Orange, FL 32129

Expansion of City Center Sports Complex located adjacent to the REC at 4651 City Center Circle. The project will include two (2) multi-purpose fields with lights, install of owner furnished lights, a support building (restrooms, concession and storage) and parking.

Hall & Ogle Architects, Inc.

208 Magnolia Avenue
Daytona Beach, FL 32114

**PAGE 2**

[ X ] A date set forth in a notice to proceed issued by the Owner.

**PAGE 3**

[ X ] By the following date: Contractor shall achieve Substantial Completion of work not later than 270 days from the issuance of a written Notice to Proceed issued by the City.

**§ 4.1** The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be ~~($~~ Three Million Six Hundred Thirty Six Thousand Twenty Eight and 16/100 Dollars ($ $3,636,028.16 ), subject to additions and deductions as provided in the Contract Documents.

Contractor shall pay Owner $0.00 for each day that expires after the time (as duly adjusted pursuant to the Contract) specified for Substantial Completion (270 days), until the Work is substantially complete. After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times (as duly adjusted pursuant to the Contract), for completion and readiness for final payment, Contractor shall pay Owner $0.00 for each day that expires after such time until the Work is completed and ready for final payment.

N/A

**PAGE 4**

**§ 5.1.3** Provided that an Application for Payment is received by the Architect not later than the 1st day of a month, and the Contractor obtains Architect's certification of the application for payment within 10 days thereafter, then the Owner shall make payment of the amount certified to the Contractor not later than the 10th day of the following month. If an Application for Payment is received by the Architect after the application date fixed above, and the Contractor obtains Architect's certification of the application for payment within 10 days thereafter, then payment of the amount certified shall be made by the Owner not later than ~~(~~thirty ( 30 ) days after the Architect receives the Application for Payment.

**PAGE 5**

No reduction of retainage below five percent (5%).

Deleted in its entirety.

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All payments shall be governed by the Local Government Prompt Payment Act as set forth in Sections 218.70 through 218.79, Florida Statutes, as amended.

Architect's actions, subject to recommendation to Owner, and Owner approval prior to action.

[ ~~]~~ ~~Litigation in a court of competent jurisdiction~~X ] Litigation in a court of competent jurisdiction. If the Owner and Contractor do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims shall be resolved by litigation, and shall have its venue located exclusively in the Circuit Court of Volusia County, Florida, and the Parties hereby expressly consent and submit themselves to the personal jurisdiction and venue of the Court.

**PAGE 6**

Susan Lovallo, Parks and Recreation Director

1000 City Center Circle

Port Orange, Florida 32129

slovallo@port-orange.org

(386) 506-5852

All State Civil Construction, Inc.

Attn: Christopher Mehegan

1301 Beville Road, Suite 16
Daytona Beach, FL 32119

(386) 256-2721

cmehegan@allstatecivilconstructionfl.com

(386) 256-2721

**PAGE 7**

**Contractor shall comply with public records laws as set forth in Section 119, Florida Statutes, and shall specifically: (a) keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the service; (b) provide the public with access to public records on the same terms and conditions that the City would provide the records at a cost that does not exceed the cost provided in Section 119, Florida Statutes, or as otherwise provided by law; (c) ensure that the public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and (d) meet all requirements for retaining public records and transfer to the City, at no cost, 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 in a format that is compatible with the Information Technology system of the City.**

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*AIA® Document D401™ – 2003*

I, Shannon K Balmer, Senior Assistant City Attorney, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 15:22:54 EDT on 05/28/2026 under Order No. 20250149347 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A101™ - 2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, other than those additions and deletions shown in the associated Additions and Deletions Report.

_____

*(Signed)*

_____

*(Title)*

_____

*(Dated)*

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# AIA® Document A201® – 2017

## *General Conditions of the Contract for Construction*

**for the following PROJECT:**
*(Name and location or address)*

ITB 26-07 City Center Sports Complex Expansion
4651 City Center Circle
Port Orange, FL 32129

**THE OWNER:**
*(Name, legal status and address)*

City of Port Orange, a Florida Municipal Corporation
1000 City Center Circle
Port Orange, FL 32129

**THE ARCHITECT:**
*(Name, legal status and address)*

Hall & Ogle Architects, Inc.
208 Magnolia Avenue
Daytona Beach, FL 32114

**ADDITIONS AND DELETIONS:**
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This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

For guidance in modifying this document to include supplementary conditions, see AIA Document A503™–2017, Guide for Supplementary Conditions.

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## ARTICLE 1 GENERAL PROVISIONS

### § 1.1 Basic Definitions

#### § 1.1.1 The Contract Documents

The Contract Documents are enumerated in the Agreement between the Owner and Contractor (hereinafter the Agreement) and consist of the Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of the Contract, other documents listed in the Agreement, and Modifications issued after execution of the Contract. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive, or (4) a written order for a minor change in the Work issued by the Architect. Unless specifically enumerated in the Agreement, the Contract Documents do not include the advertisement or invitation to bid, Instructions to Bidders, sample forms, other information furnished by the Owner in anticipation of receiving bids or proposals, the Contractor's bid or proposal, or portions of Addenda relating to bidding or proposal requirements.

#### § 1.1.2 The Contract

The Contract Documents form the Contract for Construction. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind (1) between the Contractor and the Architect or the Architect's consultants, (2) between the Owner and a Subcontractor or a Sub-subcontractor, (3) between the Owner and the Architect or the Architect's consultants, or (4) between any persons or entities other than the Owner and the Contractor. The Architect shall, however, be entitled to performance and enforcement of obligations under the Contract intended to facilitate performance of the Architect's duties.

#### § 1.1.3 The Work

The term "Work" means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment, and services provided or to be provided by the Contractor to fulfill the Contractor's obligations. The Work may constitute the whole or a part of the Project.

#### § 1.1.4 The Project

The Project is the total construction of which the Work performed under the Contract Documents may be the whole or a part and which may include construction by the Owner and by Separate Contractors.

#### § 1.1.5 The Drawings

The Drawings are the graphic and pictorial portions of the Contract Documents showing the design, location and dimensions of the Work, generally including plans, elevations, sections, details, schedules, and diagrams.

#### § 1.1.6 The Specifications

The Specifications are that portion of the Contract Documents consisting of the written requirements for materials, equipment, systems, standards and workmanship for the Work, and performance of related services.

#### § 1.1.7 Instruments of Service

Instruments of Service are representations, in any medium of expression now known or later developed, of the tangible and intangible creative work performed by the Architect and the Architect's consultants under their respective professional services agreements. Instruments of Service may include, without limitation, studies, surveys, models, sketches, drawings, specifications, and other similar materials.

#### § 1.1.8 Initial Decision Maker

The Initial Decision Maker is the person identified in the Agreement to render initial decisions on Claims in accordance with Section 15.2. The Initial Decision Maker shall not show partiality to the Owner or Contractor and shall not be liable for results of interpretations or decisions rendered in good faith.

### § 1.2 Correlation and Intent of the Contract Documents

**§ 1.2.1** The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all; performance by the Contractor shall be required only to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results.

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**§ 1.2.1.1** The invalidity of any provision of the Contract Documents shall not invalidate the Contract or its remaining provisions. If it is determined that any provision of the Contract Documents violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Contract Documents shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Contract.

**§ 1.2.2** Organization of the Specifications into divisions, sections and articles, and arrangement of Drawings shall not control the Contractor in dividing the Work among Subcontractors or in establishing the extent of Work to be performed by any trade.

**§ 1.2.3** Unless otherwise stated in the Contract Documents, words that have well-known technical or construction industry meanings are used in the Contract Documents in accordance with such recognized meanings.

### § 1.3 Capitalization

Terms capitalized in these General Conditions include those that are (1) specifically defined, (2) the titles of numbered articles, or (3) the titles of other documents published by the American Institute of Architects.

### § 1.4 Interpretation

In the interest of brevity the Contract Documents frequently omit modifying words such as "all" and "any" and articles such as "the" and "an," but the fact that a modifier or an article is absent from one statement and appears in another is not intended to affect the interpretation of either statement.

### § 1.5 Ownership and Use of Drawings, Specifications, and Other Instruments of Service

**§ 1.5.1** The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and retain all common law, statutory, and other reserved rights in their Instruments of Service, including copyrights. The Contractor, Subcontractors, Sub-subcontractors, and suppliers shall not own or claim a copyright in the Instruments of Service. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with the Project is not to be construed as publication in derogation of the Architect's or Architect's consultants' reserved rights.

**§ 1.5.2** The Contractor, Subcontractors, Sub-subcontractors, and suppliers are authorized to use and reproduce the Instruments of Service provided to them, subject to any protocols established pursuant to Sections 1.7 and 1.8, solely and exclusively for execution of the Work. All copies made under this authorization shall bear the copyright notice, if any, shown on the Instruments of Service. The Contractor, Subcontractors, Sub-subcontractors, and suppliers may not use the Instruments of Service on other projects or for additions to the Project outside the scope of the Work without the specific written consent of the Owner, Architect, and the Architect's consultants.

### § 1.6 Notice

**§ 1.6.1** Except as otherwise provided in Section 1.6.2, where the Contract Documents require one party to notify or give notice to the other party, such notice shall be provided in writing to the designated representative of the party to whom the notice is addressed and shall be deemed to have been duly served if delivered in person, by mail, by courier, or by electronic transmission if a method for electronic transmission is set forth in the Agreement.

**§ 1.6.2** Notice of Claims as provided in Section 15.1.3 shall be provided in writing and shall be deemed to have been duly served only if delivered to the designated representative of the party to whom the notice is addressed by certified or registered mail, or by courier providing proof of delivery.

### § 1.7 Digital Data Use and Transmission

The parties shall agree upon written protocols governing the transmission and use of, and reliance on, Instruments of Service or any other information or documentation in digital form.

### § 1.8 Building Information Models Use and Reliance

Any use of, or reliance on, all or a portion of a building information model without agreement to written protocols governing the use of, and reliance on, the information contained in the model shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

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## ARTICLE 2 OWNER

### § 2.1 General

**§ 2.1.1** The Owner is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Owner shall designate in writing a representative who shall have express authority to bind the Owner with respect to all matters requiring the Owner's approval or authorization. Except as otherwise provided in Section 4.2.1, the Architect does not have such authority. The term "Owner" means the Owner or the Owner's authorized representative.

**§ 2.1.2** The Owner shall furnish to the Contractor, within fifteen days after receipt of a written request, information necessary and relevant for the Contractor to evaluate, give notice of, or enforce mechanic's lien rights. Such information shall include a correct statement of the record legal title to the property on which the Project is located, usually referred to as the site, and the Owner's interest therein.

### § 2.2 Evidence of the Owner's Financial Arrangements

**§ 2.2.1** Prior to commencement of the Work and upon written request by the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. The Contractor shall have no obligation to commence the Work until the Owner provides such evidence. If commencement of the Work is delayed under this Section 2.2.1, the Contract Time shall be extended appropriately.

**§ 2.2.2** Following commencement of the Work and upon written request by the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract only if (1) the Owner fails to make payments to the Contractor as the Contract Documents require; (2) the Contractor identifies in writing a reasonable concern regarding the Owner's ability to make payment when due; or (3) a change in the Work materially changes the Contract Sum. If the Owner fails to provide such evidence, as required, within fourteen days of the Contractor's request, the Contractor may immediately stop the Work and, in that event, shall notify the Owner that the Work has stopped. However, if the request is made because a change in the Work materially changes the Contract Sum under (3) above, the Contractor may immediately stop only that portion of the Work affected by the change until reasonable evidence is provided. If the Work is stopped under this Section 2.2.2, the Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shutdown, delay and start-up, plus interest as provided in the Contract Documents.

**§ 2.2.3** After the Owner furnishes evidence of financial arrangements under this Section 2.2, the Owner shall not materially vary such financial arrangements without prior notice to the Contractor.

**§ 2.2.4** Where the Owner has designated information furnished under this Section 2.2 as "confidential," the Contractor shall keep the information confidential and shall not disclose it to any other person. However, the Contractor may disclose "confidential" information, after seven (7) days' notice to the Owner, where disclosure is required by law, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or by court or arbitrator(s) order. The Contractor may also disclose "confidential" information to its employees, consultants, sureties, Subcontractors and their employees, Sub-subcontractors, and others who need to know the content of such information solely and exclusively for the Project and who agree to maintain the confidentiality of such information.

### § 2.3 Information and Services Required of the Owner

**§ 2.3.1** Except for permits and fees that are the responsibility of the Contractor under the Contract Documents, including those required under Section 3.7.1, the Owner shall secure and pay for necessary approvals, easements, assessments and charges required for construction, use or occupancy of permanent structures or for permanent changes in existing facilities.

**§ 2.3.2** The Owner shall retain an architect lawfully licensed to practice architecture, or an entity lawfully practicing architecture, in the jurisdiction where the Project is located. That person or entity is identified as the Architect in the Agreement and is referred to throughout the Contract Documents as if singular in number.

**§ 2.3.3** If the employment of the Architect terminates, the Owner shall employ a successor to whom the Contractor has no reasonable objection and whose status under the Contract Documents shall be that of the Architect.

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**§ 2.3.4** The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a legal description of the site. The Contractor shall be entitled to rely on the accuracy of information furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

**§ 2.3.5** The Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Contractor's performance of the Work with reasonable promptness after receiving the Contractor's written request for such information or services.

**§ 2.3.6** Unless otherwise provided in the Contract Documents, the Owner shall furnish to the Contractor one copy of the Contract Documents for purposes of making reproductions pursuant to Section 1.5.2.

### § 2.4 Owner's Right to Stop the Work

If the Contractor fails to correct Work that is not in accordance with the requirements of the Contract Documents as required by Section 12.2 or repeatedly fails to carry out Work in accordance with the Contract Documents, the Owner may issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity, except to the extent required by Section 6.1.3.

### § 2.5 Owner's Right to Carry Out the Work

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a ten-day period after receipt of notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies the Owner may have, correct such default or neglect. Such action by the Owner and amounts charged to the Contractor are both subject to prior approval of the Architect and the Architect may, pursuant to Section 9.5.1, withhold or nullify a Certificate for Payment in whole or in part, to the extent reasonably necessary to reimburse the Owner for the reasonable cost of correcting such deficiencies, including Owner's expenses and compensation for the Architect's additional services made necessary by such default, neglect, or failure. If current and future payments are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner. If the Contractor disagrees with the actions of the Owner or the Architect, or the amounts claimed as costs to the Owner, the Contractor may file a Claim pursuant to Article 15.

## ARTICLE 3 CONTRACTOR

### § 3.1 General

**§ 3.1.1** The Contractor is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Contractor shall be lawfully licensed, if required in the jurisdiction where the Project is located. The Contractor shall designate in writing a representative who shall have express authority to bind the Contractor with respect to all matters under this Contract. The term "Contractor" means the Contractor or the Contractor's authorized representative.

**§ 3.1.2** The Contractor shall perform the Work in accordance with the Contract Documents.

**§ 3.1.3** The Contractor shall not be relieved of its obligations to perform the Work in accordance with the Contract Documents either by activities or duties of the Architect in the Architect's administration of the Contract, or by tests, inspections or approvals required or performed by persons or entities other than the Contractor.

### § 3.2 Review of Contract Documents and Field Conditions by Contractor

**§ 3.2.1** Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become generally familiar with local conditions under which the Work is to be performed, and correlated personal observations with requirements of the Contract Documents.

**§ 3.2.2** Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 2.3.4, shall take field measurements of any existing conditions related to that portion of the Work, and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the

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purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the Architect any errors, inconsistencies or omissions discovered by or made known to the Contractor as a request for information in such form as the Architect may require. It is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional, unless otherwise specifically provided in the Contract Documents.

**§ 3.2.3** The Contractor is not required to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Contractor shall promptly report to the Architect any nonconformity discovered by or made known to the Contractor as a request for information in such form as the Architect may require.

**§ 3.2.4** If the Contractor believes that additional cost or time is involved because of clarifications or instructions the Architect issues in response to the Contractor's notices or requests for information pursuant to Sections 3.2.2 or 3.2.3, the Contractor shall submit Claims as provided in Article 15. If the Contractor fails to perform the obligations of Sections 3.2.2 or 3.2.3, the Contractor shall pay such costs and damages to the Owner, subject to Section 15.1.7, as would have been avoided if the Contractor had performed such obligations. If the Contractor performs those obligations, the Contractor shall not be liable to the Owner or Architect for damages resulting from errors, inconsistencies or omissions in the Contract Documents, for differences between field measurements or conditions and the Contract Documents, or for nonconformities of the Contract Documents to applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities.

### § 3.3 Supervision and Construction Procedures

**§ 3.3.1** The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for, and have control over, construction means, methods, techniques, sequences, and procedures, and for coordinating all portions of the Work under the Contract. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences, or procedures, the Contractor shall evaluate the jobsite safety thereof and shall be solely responsible for the jobsite safety of such means, methods, techniques, sequences, or procedures. If the Contractor determines that such means, methods, techniques, sequences or procedures may not be safe, the Contractor shall give timely notice to the Owner and Architect, and shall propose alternative means, methods, techniques, sequences, or procedures. The Architect shall evaluate the proposed alternative solely for conformance with the design intent for the completed construction. Unless the Architect objects to the Contractor's proposed alternative, the Contractor shall perform the Work using its alternative means, methods, techniques, sequences, or procedures.

**§ 3.3.2** The Contractor shall be responsible to the Owner for acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons or entities performing portions of the Work for, or on behalf of, the Contractor or any of its Subcontractors.

**§ 3.3.3** The Contractor shall be responsible for inspection of portions of Work already performed to determine that such portions are in proper condition to receive subsequent Work.

### § 3.4 Labor and Materials

**§ 3.4.1** Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

**§ 3.4.2** Except in the case of minor changes in the Work approved by the Architect in accordance with Section 3.12.8 or ordered by the Architect in accordance with Section 7.4, the Contractor may make substitutions only with the consent of the Owner, after evaluation by the Architect and in accordance with a Change Order or Construction Change Directive.

**§ 3.4.3** The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Work. The Contractor shall not permit employment of unfit persons or persons not properly skilled in tasks assigned to them.

### § 3.5 Warranty

**§ 3.5.1** The Contractor warrants to the Owner and Architect that materials and equipment furnished under the

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Contract will be of good quality and new unless the Contract Documents require or permit otherwise. The Contractor further warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or permit. Work, materials, or equipment not conforming to these requirements may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. If required by the Architect, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

**§ 3.5.2** All material, equipment, or other special warranties required by the Contract Documents shall be issued in the name of the Owner, or shall be transferable to the Owner, and shall commence in accordance with Section 9.8.4.

### § 3.6 Taxes

The Contractor shall pay sales, consumer, use and similar taxes for the Work provided by the Contractor that are legally enacted when bids are received or negotiations concluded, whether or not yet effective or merely scheduled to go into effect.

### § 3.7 Permits, Fees, Notices and Compliance with Laws

**§ 3.7.1** Unless otherwise provided in the Contract Documents, the Contractor shall secure and pay for the building permit as well as for other permits, fees, licenses, and inspections by government agencies necessary for proper execution and completion of the Work that are customarily secured after execution of the Contract and legally required at the time bids are received or negotiations concluded.

**§ 3.7.2** The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to performance of the Work.

**§ 3.7.3** If the Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume appropriate responsibility for such Work and shall bear the costs attributable to correction.

### § 3.7.4 Concealed or Unknown Conditions

If the Contractor encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, the Contractor shall promptly provide notice to the Owner and the Architect before conditions are disturbed and in no event later than 14 days after first observance of the conditions. The Architect will promptly investigate such conditions and, if the Architect determines that they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, will recommend that an equitable adjustment be made in the Contract Sum or Contract Time, or both. If the Architect determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Architect shall promptly notify the Owner and Contractor, stating the reasons. If either party disputes the Architect's determination or recommendation, that party may submit a Claim as provided in Article 15.

**§ 3.7.5** If, in the course of the Work, the Contractor encounters human remains or recognizes the existence of burial markers, archaeological sites or wetlands not indicated in the Contract Documents, the Contractor shall immediately suspend any operations that would affect them and shall notify the Owner and Architect. Upon receipt of such notice, the Owner shall promptly take any action necessary to obtain governmental authorization required to resume the operations. The Contractor shall continue to suspend such operations until otherwise instructed by the Owner but shall continue with all other operations that do not affect those remains or features. Requests for adjustments in the Contract Sum and Contract Time arising from the existence of such remains or features may be made as provided in Article 15.

### § 3.8 Allowances

**§ 3.8.1** The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. Items covered by allowances shall be supplied for such amounts and by such persons or entities as the Owner may direct, but the Contractor shall not be required to employ persons or entities to whom the Contractor has reasonable objection.

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**§ 3.8.2** Unless otherwise provided in the Contract Documents,

**.1** allowances shall cover the cost to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts;

**.2** Contractor's costs for unloading and handling at the site, labor, installation costs, overhead, profit, and other expenses contemplated for stated allowance amounts shall be included in the Contract Sum but not in the allowances; and

**.3** whenever costs are more than or less than allowances, the Contract Sum shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect (1) the difference between actual costs and the allowances under Section 3.8.2.1 and (2) changes in Contractor's costs under Section 3.8.2.2.

**§ 3.8.3** Materials and equipment under an allowance shall be selected by the Owner with reasonable promptness.

### § 3.9 Superintendent

**§ 3.9.1** The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project site during performance of the Work. The superintendent shall represent the Contractor, and communications given to the superintendent shall be as binding as if given to the Contractor.

**§ 3.9.2** The Contractor, as soon as practicable after award of the Contract, shall notify the Owner and Architect of the name and qualifications of a proposed superintendent. Within 14 days of receipt of the information, the Architect may notify the Contractor, stating whether the Owner or the Architect (1) has reasonable objection to the proposed superintendent or (2) requires additional time for review. Failure of the Architect to provide notice within the 14-day period shall constitute notice of no reasonable objection.

**§ 3.9.3** The Contractor shall not employ a proposed superintendent to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not change the superintendent without the Owner's consent, which shall not unreasonably be withheld or delayed.

### § 3.10 Contractor's Construction and Submittal Schedules

**§ 3.10.1** The Contractor, promptly after being awarded the Contract, shall submit for the Owner's and Architect's information a Contractor's construction schedule for the Work. The schedule shall contain detail appropriate for the Project, including (1) the date of commencement of the Work, interim schedule milestone dates, and the date of Substantial Completion; (2) an apportionment of the Work by construction activity; and (3) the time required for completion of each portion of the Work. The schedule shall provide for the orderly progression of the Work to completion and shall not exceed time limits current under the Contract Documents. The schedule shall be revised at appropriate intervals as required by the conditions of the Work and Project.

**§ 3.10.2** The Contractor, promptly after being awarded the Contract and thereafter as necessary to maintain a current submittal schedule, shall submit a submittal schedule for the Architect's approval. The Architect's approval shall not be unreasonably delayed or withheld. The submittal schedule shall (1) be coordinated with the Contractor's construction schedule, and (2) allow the Architect reasonable time to review submittals. If the Contractor fails to submit a submittal schedule, or fails to provide submittals in accordance with the approved submittal schedule, the Contractor shall not be entitled to any increase in Contract Sum or extension of Contract Time based on the time required for review of submittals.

**§ 3.10.3** The Contractor shall perform the Work in general accordance with the most recent schedules submitted to the Owner and Architect.

### § 3.11 Documents and Samples at the Site

The Contractor shall make available, at the Project site, the Contract Documents, including Change Orders, Construction Change Directives, and other Modifications, in good order and marked currently to indicate field changes and selections made during construction, and the approved Shop Drawings, Product Data, Samples, and similar required submittals. These shall be in electronic form or paper copy, available to the Architect and Owner, and delivered to the Architect for submittal to the Owner upon completion of the Work as a record of the Work as constructed.

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### § 3.12 Shop Drawings, Product Data and Samples

**§ 3.12.1** Shop Drawings are drawings, diagrams, schedules, and other data specially prepared for the Work by the Contractor or a Subcontractor, Sub-subcontractor, manufacturer, supplier, or distributor to illustrate some portion of the Work.

**§ 3.12.2** Product Data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams, and other information furnished by the Contractor to illustrate materials or equipment for some portion of the Work.

**§ 3.12.3** Samples are physical examples that illustrate materials, equipment, or workmanship, and establish standards by which the Work will be judged.

**§ 3.12.4** Shop Drawings, Product Data, Samples, and similar submittals are not Contract Documents. Their purpose is to demonstrate how the Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents for those portions of the Work for which the Contract Documents require submittals. Review by the Architect is subject to the limitations of Section 4.2.7. Informational submittals upon which the Architect is not expected to take responsive action may be so identified in the Contract Documents. Submittals that are not required by the Contract Documents may be returned by the Architect without action.

**§ 3.12.5** The Contractor shall review for compliance with the Contract Documents, approve, and submit to the Architect, Shop Drawings, Product Data, Samples, and similar submittals required by the Contract Documents, in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of the Owner or of Separate Contractors.

**§ 3.12.6** By submitting Shop Drawings, Product Data, Samples, and similar submittals, the Contractor represents to the Owner and Architect that the Contractor has (1) reviewed and approved them, (2) determined and verified materials, field measurements and field construction criteria related thereto, or will do so, and (3) checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.

**§ 3.12.7** The Contractor shall perform no portion of the Work for which the Contract Documents require submittal and review of Shop Drawings, Product Data, Samples, or similar submittals, until the respective submittal has been approved by the Architect.

**§ 3.12.8** The Work shall be in accordance with approved submittals except that the Contractor shall not be relieved of responsibility for deviations from the requirements of the Contract Documents by the Architect's approval of Shop Drawings, Product Data, Samples, or similar submittals, unless the Contractor has specifically notified the Architect of such deviation at the time of submittal and (1) the Architect has given written approval to the specific deviation as a minor change in the Work, or (2) a Change Order or Construction Change Directive has been issued authorizing the deviation. The Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples, or similar submittals, by the Architect's approval thereof.

**§ 3.12.9** The Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data, Samples, or similar submittals, to revisions other than those requested by the Architect on previous submittals. In the absence of such notice, the Architect's approval of a resubmission shall not apply to such revisions.

**§ 3.12.10** The Contractor shall not be required to provide professional services that constitute the practice of architecture or engineering unless such services are specifically required by the Contract Documents for a portion of the Work or unless the Contractor needs to provide such services in order to carry out the Contractor's responsibilities for construction means, methods, techniques, sequences, and procedures. The Contractor shall not be required to provide professional services in violation of applicable law.

**§ 3.12.10.1** If professional design services or certifications by a design professional related to systems, materials, or equipment are specifically required of the Contractor by the Contract Documents, the Owner and the Architect will specify all performance and design criteria that such services must satisfy. The Contractor shall be entitled to rely upon the adequacy and accuracy of the performance and design criteria provided in the Contract Documents. The Contractor shall cause such services or certifications to be provided by an appropriately licensed design professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop

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Drawings, and other submittals prepared by such professional. Shop Drawings, and other submittals related to the Work, designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to the Architect. The Owner and the Architect shall be entitled to rely upon the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals, provided the Owner and Architect have specified to the Contractor the performance and design criteria that such services must satisfy. Pursuant to this Section 3.12.10, the Architect will review and approve or take other appropriate action on submittals only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.

**§ 3.12.10.2** If the Contract Documents require the Contractor's design professional to certify that the Work has been performed in accordance with the design criteria, the Contractor shall furnish such certifications to the Architect at the time and in the form specified by the Architect.

### § 3.13 Use of Site

The Contractor shall confine operations at the site to areas permitted by applicable laws, statutes, ordinances, codes, rules and regulations, lawful orders of public authorities, and the Contract Documents and shall not unreasonably encumber the site with materials or equipment.

### § 3.14 Cutting and Patching

**§ 3.14.1** The Contractor shall be responsible for cutting, fitting, or patching required to complete the Work or to make its parts fit together properly. All areas requiring cutting, fitting, or patching shall be restored to the condition existing prior to the cutting, fitting, or patching, unless otherwise required by the Contract Documents.

**§ 3.14.2** The Contractor shall not damage or endanger a portion of the Work or fully or partially completed construction of the Owner or Separate Contractors by cutting, patching, or otherwise altering such construction, or by excavation. The Contractor shall not cut or otherwise alter construction by the Owner or a Separate Contractor except with written consent of the Owner and of the Separate Contractor. Consent shall not be unreasonably withheld. The Contractor shall not unreasonably withhold, from the Owner or a Separate Contractor, its consent to cutting or otherwise altering the Work.

### § 3.15 Cleaning Up

**§ 3.15.1** The Contractor shall keep the premises and surrounding area free from accumulation of waste materials and rubbish caused by operations under the Contract. At completion of the Work, the Contractor shall remove waste materials, rubbish, the Contractor's tools, construction equipment, machinery, and surplus materials from and about the Project.

**§ 3.15.2** If the Contractor fails to clean up as provided in the Contract Documents, the Owner may do so and the Owner shall be entitled to reimbursement from the Contractor.

### § 3.16 Access to Work

The Contractor shall provide the Owner and Architect with access to the Work in preparation and progress wherever located.

### § 3.17 Royalties, Patents and Copyrights

The Contractor shall pay all royalties and license fees. The Contractor shall defend suits or claims for infringement of copyrights and patent rights and shall hold the Owner and Architect harmless from loss on account thereof, but shall not be responsible for defense or loss when a particular design, process, or product of a particular manufacturer or manufacturers is required by the Contract Documents, or where the copyright violations are contained in Drawings, Specifications, or other documents prepared by the Owner or Architect. However, if an infringement of a copyright or patent is discovered by, or made known to, the Contractor, the Contractor shall be responsible for the loss unless the information is promptly furnished to the Architect.

### § 3.18 Indemnification

**§ 3.18.1** To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the

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negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in this Section 3.18.

**§ 3.18.2** In claims against any person or entity indemnified under this Section 3.18 by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, the indemnification obligation under Section 3.18.1 shall not be limited by a limitation on amount or type of damages, compensation, or benefits payable by or for the Contractor or a Subcontractor under workers' compensation acts, disability benefit acts, or other employee benefit acts.

## ARTICLE 4 ARCHITECT

### § 4.1 General

**§ 4.1.1** The Architect is the person or entity retained by the Owner pursuant to Section 2.3.2 and identified as such in the Agreement.

**§ 4.1.2** Duties, responsibilities, and limitations of authority of the Architect as set forth in the Contract Documents shall not be restricted, modified, or extended without written consent of the Owner, Contractor, and Architect. Consent shall not be unreasonably withheld.

### § 4.2 Administration of the Contract

**§ 4.2.1** The Architect will provide administration of the Contract as described in the Contract Documents and will be an Owner's representative during construction until the date the Architect issues the final Certificate for Payment. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents.

**§ 4.2.2** The Architect will visit the site at intervals appropriate to the stage of construction, or as otherwise agreed with the Owner, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine in general if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Architect will not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents.

**§ 4.2.3** On the basis of the site visits, the Architect will keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work. The Architect will not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect will not have control over or charge of, and will not be responsible for acts or omissions of, the Contractor, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work.

### § 4.2.4 Communications

The Owner and Contractor shall include the Architect in all communications that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect. Communications by and with Subcontractors and suppliers shall be through the Contractor. Communications by and with Separate Contractors shall be through the Owner. The Contract Documents may specify other communication protocols.

**§ 4.2.5** Based on the Architect's evaluations of the Contractor's Applications for Payment, the Architect will review and certify the amounts due the Contractor and will issue Certificates for Payment in such amounts.

**§ 4.2.6** The Architect has authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect will have authority to require inspection or testing of the Work in accordance with Sections 13.4.2 and 13.4.3, whether or not the Work is fabricated, installed or completed.

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However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

**§ 4.2.7** The Architect will review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data, and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect's action will be taken in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Architect's review of the Contractor's submittals shall not relieve the Contractor of the obligations under Sections 3.3, 3.5, and 3.12. The Architect's review shall not constitute approval of safety precautions or of any construction means, methods, techniques, sequences, or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

**§ 4.2.8** The Architect will prepare Change Orders and Construction Change Directives, and may order minor changes in the Work as provided in Section 7.4. The Architect will investigate and make determinations and recommendations regarding concealed and unknown conditions as provided in Section 3.7.4.

**§ 4.2.9** The Architect will conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion pursuant to Section 9.8; receive and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract and assembled by the Contractor pursuant to Section 9.10; and issue a final Certificate for Payment pursuant to Section 9.10.

**§ 4.2.10** If the Owner and Architect agree, the Architect will provide one or more Project representatives to assist in carrying out the Architect's responsibilities at the site. The Owner shall notify the Contractor of any change in the duties, responsibilities and limitations of authority of the Project representatives.

**§ 4.2.11** The Architect will interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

**§ 4.2.12** Interpretations and decisions of the Architect will be consistent with the intent of, and reasonably inferable from, the Contract Documents and will be in writing or in the form of drawings. When making such interpretations and decisions, the Architect will endeavor to secure faithful performance by both Owner and Contractor, will not show partiality to either, and will not be liable for results of interpretations or decisions rendered in good faith.

**§ 4.2.13** The Architect's decisions on matters relating to aesthetic effect will be final if consistent with the intent expressed in the Contract Documents.

**§ 4.2.14** The Architect will review and respond to requests for information about the Contract Documents. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness. If appropriate, the Architect will prepare and issue supplemental Drawings and Specifications in response to the requests for information.

## ARTICLE 5 SUBCONTRACTORS

### § 5.1 Definitions

**§ 5.1.1** A Subcontractor is a person or entity who has a direct contract with the Contractor to perform a portion of the Work at the site. The term "Subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Subcontractor or an authorized representative of the Subcontractor. The term "Subcontractor" does not include a Separate Contractor or the subcontractors of a Separate Contractor.

**§ 5.1.2** A Sub-subcontractor is a person or entity who has a direct or indirect contract with a Subcontractor to perform a portion of the Work at the site. The term "Sub-subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Sub-subcontractor or an authorized representative of the Sub-

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subcontractor.

**§ 5.2 Award of Subcontracts and Other Contracts for Portions of the Work**

**§ 5.2.1** Unless otherwise stated in the Contract Documents, the Contractor, as soon as practicable after award of the Contract, shall notify the Owner and Architect of the persons or entities proposed for each principal portion of the Work, including those who are to furnish materials or equipment fabricated to a special design. Within 14 days of receipt of the information, the Architect may notify the Contractor whether the Owner or the Architect (1) has reasonable objection to any such proposed person or entity or (2) requires additional time for review. Failure of the Architect to provide notice within the 14-day period shall constitute notice of no reasonable objection.

**§ 5.2.2** The Contractor shall not contract with a proposed person or entity to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not be required to contract with anyone to whom the Contractor has made reasonable objection.

**§ 5.2.3** If the Owner or Architect has reasonable objection to a person or entity proposed by the Contractor, the Contractor shall propose another to whom the Owner or Architect has no reasonable objection. If the proposed but rejected Subcontractor was reasonably capable of performing the Work, the Contract Sum and Contract Time shall be increased or decreased by the difference, if any, occasioned by such change, and an appropriate Change Order shall be issued before commencement of the substitute Subcontractor's Work. However, no increase in the Contract Sum or Contract Time shall be allowed for such change unless the Contractor has acted promptly and responsively in submitting names as required.

**§ 5.2.4** The Contractor shall not substitute a Subcontractor, person, or entity for one previously selected if the Owner or Architect makes reasonable objection to such substitution.

**§ 5.3 Subcontractual Relations**

By appropriate written agreement, the Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities, including the responsibility for safety of the Subcontractor's Work that the Contractor, by these Contract Documents, assumes toward the Owner and Architect. Each subcontract agreement shall preserve and protect the rights of the Owner and Architect under the Contract Documents with respect to the Work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights, and shall allow to the Subcontractor, unless specifically provided otherwise in the subcontract agreement, the benefit of all rights, remedies, and redress against the Contractor that the Contractor, by the Contract Documents, has against the Owner. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with Sub-subcontractors. The Contractor shall make available to each proposed Subcontractor, prior to the execution of the subcontract agreement, copies of the Contract Documents to which the Subcontractor will be bound, and, upon written request of the Subcontractor, identify to the Subcontractor terms and conditions of the proposed subcontract agreement that may be at variance with the Contract Documents. Subcontractors will similarly make copies of applicable portions of such documents available to their respective proposed Sub-subcontractors.

**§ 5.4 Contingent Assignment of Subcontracts**

**§ 5.4.1** Each subcontract agreement for a portion of the Work is assigned by the Contractor to the Owner, provided that

**.1** assignment is effective only after termination of the Contract by the Owner for cause pursuant to Section 14.2 and only for those subcontract agreements that the Owner accepts by notifying the Subcontractor and Contractor; and

**.2** assignment is subject to the prior rights of the surety, if any, obligated under bond relating to the Contract.

When the Owner accepts the assignment of a subcontract agreement, the Owner assumes the Contractor's rights and obligations under the subcontract.

**§ 5.4.2** Upon such assignment, if the Work has been suspended for more than 30 days, the Subcontractor's compensation shall be equitably adjusted for increases in cost resulting from the suspension.

**§ 5.4.3** Upon assignment to the Owner under this Section 5.4, the Owner may further assign the subcontract to a

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successor contractor or other entity. If the Owner assigns the subcontract to a successor contractor or other entity, the Owner shall nevertheless remain legally responsible for all of the successor contractor's obligations under the subcontract.

## ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

### § 6.1 Owner's Right to Perform Construction and to Award Separate Contracts

**§ 6.1.1** The term "Separate Contractor(s)" shall mean other contractors retained by the Owner under separate agreements. The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and with Separate Contractors retained under Conditions of the Contract substantially similar to those of this Contract, including those provisions of the Conditions of the Contract related to insurance and waiver of subrogation.

**§ 6.1.2** When separate contracts are awarded for different portions of the Project or other construction or operations on the site, the term "Contractor" in the Contract Documents in each case shall mean the Contractor who executes each separate Owner-Contractor Agreement.

**§ 6.1.3** The Owner shall provide for coordination of the activities of the Owner's own forces and of each Separate Contractor with the Work of the Contractor, who shall cooperate with them. The Contractor shall participate with any Separate Contractors and the Owner in reviewing their construction schedules. The Contractor shall make any revisions to its construction schedule deemed necessary after a joint review and mutual agreement. The construction schedules shall then constitute the schedules to be used by the Contractor, Separate Contractors, and the Owner until subsequently revised.

**§ 6.1.4** Unless otherwise provided in the Contract Documents, when the Owner performs construction or operations related to the Project with the Owner's own forces or with Separate Contractors, the Owner or its Separate Contractors shall have the same obligations and rights that the Contractor has under the Conditions of the Contract, including, without excluding others, those stated in Article 3, this Article 6, and Articles 10, 11, and 12.

### § 6.2 Mutual Responsibility

**§ 6.2.1** The Contractor shall afford the Owner and Separate Contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the Contractor's construction and operations with theirs as required by the Contract Documents.

**§ 6.2.2** If part of the Contractor's Work depends for proper execution or results upon construction or operations by the Owner or a Separate Contractor, the Contractor shall, prior to proceeding with that portion of the Work, promptly notify the Architect of apparent discrepancies or defects in the construction or operations by the Owner or Separate Contractor that would render it unsuitable for proper execution and results of the Contractor's Work. Failure of the Contractor to notify the Architect of apparent discrepancies or defects prior to proceeding with the Work shall constitute an acknowledgment that the Owner's or Separate Contractor's completed or partially completed construction is fit and proper to receive the Contractor's Work. The Contractor shall not be responsible for discrepancies or defects in the construction or operations by the Owner or Separate Contractor that are not apparent.

**§ 6.2.3** The Contractor shall reimburse the Owner for costs the Owner incurs that are payable to a Separate Contractor because of the Contractor's delays, improperly timed activities or defective construction. The Owner shall be responsible to the Contractor for costs the Contractor incurs because of a Separate Contractor's delays, improperly timed activities, damage to the Work or defective construction.

**§ 6.2.4** The Contractor shall promptly remedy damage that the Contractor wrongfully causes to completed or partially completed construction or to property of the Owner or Separate Contractor as provided in Section 10.2.5.

**§ 6.2.5** The Owner and each Separate Contractor shall have the same responsibilities for cutting and patching as are described for the Contractor in Section 3.14.

### § 6.3 Owner's Right to Clean Up

If a dispute arises among the Contractor, Separate Contractors, and the Owner as to the responsibility under their respective contracts for maintaining the premises and surrounding area free from waste materials and rubbish, the Owner may clean up and the Architect will allocate the cost among those responsible.

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## ARTICLE 7 CHANGES IN THE WORK

### § 7.1 General

**§ 7.1.1** Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, by Change Order, Construction Change Directive or order for a minor change in the Work, subject to the limitations stated in this Article 7 and elsewhere in the Contract Documents.

**§ 7.1.2** A Change Order shall be based upon agreement among the Owner, Contractor, and Architect. A Construction Change Directive requires agreement by the Owner and Architect and may or may not be agreed to by the Contractor. An order for a minor change in the Work may be issued by the Architect alone.

**§ 7.1.3** Changes in the Work shall be performed under applicable provisions of the Contract Documents. The Contractor shall proceed promptly with changes in the Work, unless otherwise provided in the Change Order, Construction Change Directive, or order for a minor change in the Work.

### § 7.2 Change Orders

**§ 7.2.1** A Change Order is a written instrument prepared by the Architect and signed by the Owner, Contractor, and Architect stating their agreement upon all of the following:

**.1** The change in the Work;

**.2** The amount of the adjustment, if any, in the Contract Sum; and

**.3** The extent of the adjustment, if any, in the Contract Time.

### § 7.3 Construction Change Directives

**§ 7.3.1** A Construction Change Directive is a written order prepared by the Architect and signed by the Owner and Architect, directing a change in the Work prior to agreement on adjustment, if any, in the Contract Sum or Contract Time, or both. The Owner may by Construction Change Directive, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions, or other revisions, the Contract Sum and Contract Time being adjusted accordingly.

**§ 7.3.2** A Construction Change Directive shall be used in the absence of total agreement on the terms of a Change Order.

**§ 7.3.3** If the Construction Change Directive provides for an adjustment to the Contract Sum, the adjustment shall be based on one of the following methods:

**.1** Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;

**.2** Unit prices stated in the Contract Documents or subsequently agreed upon;

**.3** Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or

**.4** As provided in Section 7.3.4.

**§ 7.3.4** If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the Architect shall determine the adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Sum, an amount for overhead and profit as set forth in the Agreement, or if no such amount is set forth in the Agreement, a reasonable amount. In such case, and also under Section 7.3.3.3, the Contractor shall keep and present, in such form as the Architect may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this Section 7.3.4 shall be limited to the following:

**.1** Costs of labor, including applicable payroll taxes, fringe benefits required by agreement or custom, workers' compensation insurance, and other employee costs approved by the Architect;

**.2** Costs of materials, supplies, and equipment, including cost of transportation, whether incorporated or consumed;

**.3** Rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others;

**.4** Costs of premiums for all bonds and insurance, permit fees, and sales, use, or similar taxes, directly related to the change; and

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.5 Costs of supervision and field office personnel directly attributable to the change.

**§ 7.3.5** If the Contractor disagrees with the adjustment in the Contract Time, the Contractor may make a Claim in accordance with applicable provisions of Article 15.

**§ 7.3.6** Upon receipt of a Construction Change Directive, the Contractor shall promptly proceed with the change in the Work involved and advise the Architect of the Contractor's agreement or disagreement with the method, if any, provided in the Construction Change Directive for determining the proposed adjustment in the Contract Sum or Contract Time.

**§ 7.3.7** A Construction Change Directive signed by the Contractor indicates the Contractor's agreement therewith, including adjustment in Contract Sum and Contract Time or the method for determining them. Such agreement shall be effective immediately and shall be recorded as a Change Order.

**§ 7.3.8** The amount of credit to be allowed by the Contractor to the Owner for a deletion or change that results in a net decrease in the Contract Sum shall be actual net cost as confirmed by the Architect. When both additions and credits covering related Work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change.

**§ 7.3.9** Pending final determination of the total cost of a Construction Change Directive to the Owner, the Contractor may request payment for Work completed under the Construction Change Directive in Applications for Payment. The Architect will make an interim determination for purposes of monthly certification for payment for those costs and certify for payment the amount that the Architect determines, in the Architect's professional judgment, to be reasonably justified. The Architect's interim determination of cost shall adjust the Contract Sum on the same basis as a Change Order, subject to the right of either party to disagree and assert a Claim in accordance with Article 15.

**§ 7.3.10** When the Owner and Contractor agree with a determination made by the Architect concerning the adjustments in the Contract Sum and Contract Time, or otherwise reach agreement upon the adjustments, such agreement shall be effective immediately and the Architect will prepare a Change Order. Change Orders may be issued for all or any part of a Construction Change Directive.

### § 7.4 Minor Changes in the Work

The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. The Architect's order for minor changes shall be in writing. If the Contractor believes that the proposed minor change in the Work will affect the Contract Sum or Contract Time, the Contractor shall notify the Architect and shall not proceed to implement the change in the Work. If the Contractor performs the Work set forth in the Architect's order for a minor change without prior notice to the Architect that such change will affect the Contract Sum or Contract Time, the Contractor waives any adjustment to the Contract Sum or extension of the Contract Time.

## ARTICLE 8 TIME

### § 8.1 Definitions

**§ 8.1.1** Unless otherwise provided, Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work.

**§ 8.1.2** The date of commencement of the Work is the date established in the Agreement.

**§ 8.1.3** The date of Substantial Completion is the date certified by the Architect in accordance with Section 9.8.

**§ 8.1.4** The term "day" as used in the Contract Documents shall mean calendar day unless otherwise specifically defined.

### § 8.2 Progress and Completion

**§ 8.2.1** Time limits stated in the Contract Documents are of the essence of the Contract. By executing the Agreement, the Contractor confirms that the Contract Time is a reasonable period for performing the Work.

**§ 8.2.2** The Contractor shall not knowingly, except by agreement or instruction of the Owner in writing, commence

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the Work prior to the effective date of insurance required to be furnished by the Contractor and Owner.

**§ 8.2.3** The Contractor shall proceed expeditiously with adequate forces and shall achieve Substantial Completion within the Contract Time.

### § 8.3 Delays and Extensions of Time

**§ 8.3.1** If the Contractor is delayed at any time in the commencement or progress of the Work by (1) an act or neglect of the Owner or Architect, of an employee of either, or of a Separate Contractor; (2) by changes ordered in the Work; (3) by labor disputes, fire, unusual delay in deliveries, unavoidable casualties, adverse weather conditions documented in accordance with Section 15.1.6.2, or other causes beyond the Contractor's control; (4) by delay authorized by the Owner pending mediation and binding dispute resolution; or (5) by other causes that the Contractor asserts, and the Architect determines, justify delay, then the Contract Time shall be extended for such reasonable time as the Architect may determine.

**§ 8.3.2** Claims relating to time shall be made in accordance with applicable provisions of Article 15.

**§ 8.3.3** This Section 8.3 does not preclude recovery of damages for delay by either party under other provisions of the Contract Documents.

## ARTICLE 9 PAYMENTS AND COMPLETION

### § 9.1 Contract Sum

**§ 9.1.1** The Contract Sum is stated in the Agreement and, including authorized adjustments, is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents.

**§ 9.1.2** If unit prices are stated in the Contract Documents or subsequently agreed upon, and if quantities originally contemplated are materially changed so that application of such unit prices to the actual quantities causes substantial inequity to the Owner or Contractor, the applicable unit prices shall be equitably adjusted.

### § 9.2 Schedule of Values

Where the Contract is based on a stipulated sum or Guaranteed Maximum Price, the Contractor shall submit a schedule of values to the Architect before the first Application for Payment, allocating the entire Contract Sum to the various portions of the Work. The schedule of values shall be prepared in the form, and supported by the data to substantiate its accuracy, required by the Architect. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment. Any changes to the schedule of values shall be submitted to the Architect and supported by such data to substantiate its accuracy as the Architect may require, and unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's subsequent Applications for Payment.

### § 9.3 Applications for Payment

**§ 9.3.1** At least ten days before the date established for each progress payment, the Contractor shall submit to the Architect an itemized Application for Payment prepared in accordance with the schedule of values, if required under Section 9.2, for completed portions of the Work. The application shall be notarized, if required, and supported by all data substantiating the Contractor's right to payment that the Owner or Architect require, such as copies of requisitions, and releases and waivers of liens from Subcontractors and suppliers, and shall reflect retainage if provided for in the Contract Documents.

**§ 9.3.1.1** As provided in Section 7.3.9, such applications may include requests for payment on account of changes in the Work that have been properly authorized by Construction Change Directives, or by interim determinations of the Architect, but not yet included in Change Orders.

**§ 9.3.1.2** Applications for Payment shall not include requests for payment for portions of the Work for which the Contractor does not intend to pay a Subcontractor or supplier, unless such Work has been performed by others whom the Contractor intends to pay.

**§ 9.3.2** Unless otherwise provided in the Contract Documents, payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment suitably stored off the site at a location agreed upon in writing. Payment for materials and equipment stored on or off the site shall be conditioned upon

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compliance by the Contractor with procedures satisfactory to the Owner to establish the Owner's title to such materials and equipment or otherwise protect the Owner's interest, and shall include the costs of applicable insurance, storage, and transportation to the site, for such materials and equipment stored off the site.

**§ 9.3.3** The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information, and belief, be free and clear of liens, claims, security interests, or encumbrances, in favor of the Contractor, Subcontractors, suppliers, or other persons or entities that provided labor, materials, and equipment relating to the Work.

### § 9.4 Certificates for Payment

**§ 9.4.1** The Architect will, within seven days after receipt of the Contractor's Application for Payment, either (1) issue to the Owner a Certificate for Payment in the full amount of the Application for Payment, with a copy to the Contractor; or (2) issue to the Owner a Certificate for Payment for such amount as the Architect determines is properly due, and notify the Contractor and Owner of the Architect's reasons for withholding certification in part as provided in Section 9.5.1; or (3) withhold certification of the entire Application for Payment, and notify the Contractor and Owner of the Architect's reason for withholding certification in whole as provided in Section 9.5.1.

**§ 9.4.2** The issuance of a Certificate for Payment will constitute a representation by the Architect to the Owner, based on the Architect's evaluation of the Work and the data in the Application for Payment, that, to the best of the Architect's knowledge, information, and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from the Contract Documents prior to completion, and to specific qualifications expressed by the Architect. However, the issuance of a Certificate for Payment will not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work; (2) reviewed construction means, methods, techniques, sequences, or procedures; (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment; or (4) made examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

### § 9.5 Decisions to Withhold Certification

**§ 9.5.1** The Architect may withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Architect's opinion the representations to the Owner required by Section 9.4.2 cannot be made. If the Architect is unable to certify payment in the amount of the Application, the Architect will notify the Contractor and Owner as provided in Section 9.4.1. If the Contractor and Architect cannot agree on a revised amount, the Architect will promptly issue a Certificate for Payment for the amount for which the Architect is able to make such representations to the Owner. The Architect may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment previously issued, to such extent as may be necessary in the Architect's opinion to protect the Owner from loss for which the Contractor is responsible, including loss resulting from acts and omissions described in Section 3.3.2, because of

- **.1** defective Work not remedied;
- **.2** third party claims filed or reasonable evidence indicating probable filing of such claims, unless security acceptable to the Owner is provided by the Contractor;
- **.3** failure of the Contractor to make payments properly to Subcontractors or suppliers for labor, materials or equipment;
- **.4** reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
- **.5** damage to the Owner or a Separate Contractor;
- **.6** reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or
- **.7** repeated failure to carry out the Work in accordance with the Contract Documents.

**§ 9.5.2** When either party disputes the Architect's decision regarding a Certificate for Payment under Section 9.5.1, in whole or in part, that party may submit a Claim in accordance with Article 15.

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**§ 9.5.3** When the reasons for withholding certification are removed, certification will be made for amounts previously withheld.

**§ 9.5.4** If the Architect withholds certification for payment under Section 9.5.1.3, the Owner may, at its sole option, issue joint checks to the Contractor and to any Subcontractor or supplier to whom the Contractor failed to make payment for Work properly performed or material or equipment suitably delivered. If the Owner makes payments by joint check, the Owner shall notify the Architect and the Contractor shall reflect such payment on its next Application for Payment.

### § 9.6 Progress Payments

**§ 9.6.1** After the Architect has issued a Certificate for Payment, the Owner shall make payment in the manner and within the time provided in the Contract Documents, and shall so notify the Architect.

**§ 9.6.2** The Contractor shall pay each Subcontractor, no later than seven days after receipt of payment from the Owner, the amount to which the Subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of the Subcontractor's portion of the Work. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to Sub-subcontractors in a similar manner.

**§ 9.6.3** The Architect will, on request, furnish to a Subcontractor, if practicable, information regarding percentages of completion or amounts applied for by the Contractor and action taken thereon by the Architect and Owner on account of portions of the Work done by such Subcontractor.

**§ 9.6.4** The Owner has the right to request written evidence from the Contractor that the Contractor has properly paid Subcontractors and suppliers amounts paid by the Owner to the Contractor for subcontracted Work. If the Contractor fails to furnish such evidence within seven days, the Owner shall have the right to contact Subcontractors and suppliers to ascertain whether they have been properly paid. Neither the Owner nor Architect shall have an obligation to pay, or to see to the payment of money to, a Subcontractor or supplier, except as may otherwise be required by law.

**§ 9.6.5** The Contractor's payments to suppliers shall be treated in a manner similar to that provided in Sections 9.6.2, 9.6.3 and 9.6.4.

**§ 9.6.6** A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the Contract Documents.

**§ 9.6.7** Unless the Contractor provides the Owner with a payment bond in the full penal sum of the Contract Sum, payments received by the Contractor for Work properly performed by Subcontractors or provided by suppliers shall be held by the Contractor for those Subcontractors or suppliers who performed Work or furnished materials, or both, under contract with the Contractor for which payment was made by the Owner. Nothing contained herein shall require money to be placed in a separate account and not commingled with money of the Contractor, create any fiduciary liability or tort liability on the part of the Contractor for breach of trust, or entitle any person or entity to an award of punitive damages against the Contractor for breach of the requirements of this provision.

**§ 9.6.8** Provided the Owner has fulfilled its payment obligations under the Contract Documents, the Contractor shall defend and indemnify the Owner from all loss, liability, damage or expense, including reasonable attorney's fees and litigation expenses, arising out of any lien claim or other claim for payment by any Subcontractor or supplier of any tier. Upon receipt of notice of a lien claim or other claim for payment, the Owner shall notify the Contractor. If approved by the applicable court, when required, the Contractor may substitute a surety bond for the property against which the lien or other claim for payment has been asserted.

### § 9.7 Failure of Payment

If the Architect does not issue a Certificate for Payment, through no fault of the Contractor, within seven days after receipt of the Contractor's Application for Payment, or if the Owner does not pay the Contractor within seven days after the date established in the Contract Documents, the amount certified by the Architect or awarded by binding dispute resolution, then the Contractor may, upon seven additional days' notice to the Owner and Architect, stop the Work until payment of the amount owing has been received. The Contract Time shall be extended appropriately and

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the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shutdown, delay and start-up, plus interest as provided for in the Contract Documents.

### § 9.8 Substantial Completion

**§ 9.8.1** Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use.

**§ 9.8.2** When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall prepare and submit to the Architect a comprehensive list of items to be completed or corrected prior to final payment. Failure to include an item on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

**§ 9.8.3** Upon receipt of the Contractor's list, the Architect will make an inspection to determine whether the Work or designated portion thereof is substantially complete. If the Architect's inspection discloses any item, whether or not included on the Contractor's list, which is not sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work or designated portion thereof for its intended use, the Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the Architect. In such case, the Contractor shall then submit a request for another inspection by the Architect to determine Substantial Completion.

**§ 9.8.4** When the Work or designated portion thereof is substantially complete, the Architect will prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion; establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance; and fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

**§ 9.8.5** The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in the Certificate. Upon such acceptance, and consent of surety if any, the Owner shall make payment of retainage applying to the Work or designated portion thereof. Such payment shall be adjusted for Work that is incomplete or not in accordance with the requirements of the Contract Documents.

### § 9.9 Partial Occupancy or Use

**§ 9.9.1** The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Contractor, provided such occupancy or use is consented to by the insurer and authorized by public authorities having jurisdiction over the Project. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Owner and Contractor have accepted in writing the responsibilities assigned to each of them for payments, retainage, if any, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Contract Documents. When the Contractor considers a portion substantially complete, the Contractor shall prepare and submit a list to the Architect as provided under Section 9.8.2. Consent of the Contractor to partial occupancy or use shall not be unreasonably withheld. The stage of the progress of the Work shall be determined by written agreement between the Owner and Contractor or, if no agreement is reached, by decision of the Architect.

**§ 9.9.2** Immediately prior to such partial occupancy or use, the Owner, Contractor, and Architect shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work.

**§ 9.9.3** Unless otherwise agreed upon, partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of Work not complying with the requirements of the Contract Documents.

### § 9.10 Final Completion and Final Payment

**§ 9.10.1** Upon receipt of the Contractor's notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Architect will promptly make such inspection. When the Architect finds the Work acceptable under the Contract Documents and the Contract fully performed, the Architect will promptly issue a final Certificate for Payment stating that to the best of the Architect's knowledge, information and

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belief, and on the basis of the Architect's on-site visits and inspections, the Work has been completed in accordance with the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. The Architect's final Certificate for Payment will constitute a further representation that conditions listed in Section 9.10.2 as precedent to the Contractor's being entitled to final payment have been fulfilled.

**§ 9.10.2** Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Architect (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect, (3) a written statement that the Contractor knows of no reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) consent of surety, if any, to final payment, (5) documentation of any special warranties, such as manufacturers' warranties or specific Subcontractor warranties, and (6) if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts and releases and waivers of liens, claims, security interests, or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner. If a Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner to indemnify the Owner against such lien, claim, security interest, or encumbrance. If a lien, claim, security interest, or encumbrance remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging the lien, claim, security interest, or encumbrance, including all costs and reasonable attorneys' fees.

**§ 9.10.3** If, after Substantial Completion of the Work, final completion thereof is materially delayed through no fault of the Contractor or by issuance of Change Orders affecting final completion, and the Architect so confirms, the Owner shall, upon application by the Contractor and certification by the Architect, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed, corrected, and accepted. If the remaining balance for Work not fully completed or corrected is less than retainage stipulated in the Contract Documents, and if bonds have been furnished, the written consent of the surety to payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the Contractor to the Architect prior to certification of such payment. Such payment shall be made under terms and conditions governing final payment, except that it shall not constitute a waiver of Claims.

**§ 9.10.4** The making of final payment shall constitute a waiver of Claims by the Owner except those arising from

- **.1** liens, Claims, security interests, or encumbrances arising out of the Contract and unsettled;
- **.2** failure of the Work to comply with the requirements of the Contract Documents;
- **.3** terms of special warranties required by the Contract Documents; or
- **.4** audits performed by the Owner, if permitted by the Contract Documents, after final payment.

**§ 9.10.5** Acceptance of final payment by the Contractor, a Subcontractor, or a supplier, shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.

## ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

### § 10.1 Safety Precautions and Programs

The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the Contract.

### § 10.2 Safety of Persons and Property

**§ 10.2.1** The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury, or loss to

- **.1** employees on the Work and other persons who may be affected thereby;
- **.2** the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody, or control of the Contractor, a Subcontractor, or a Sub-subcontractor; and
- **.3** other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction.

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**§ 10.2.2** The Contractor shall comply with, and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities, bearing on safety of persons or property or their protection from damage, injury, or loss.

**§ 10.2.3** The Contractor shall implement, erect, and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards; promulgating safety regulations; and notifying the owners and users of adjacent sites and utilities of the safeguards.

**§ 10.2.4** When use or storage of explosives or other hazardous materials or equipment, or unusual methods are necessary for execution of the Work, the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel.

**§ 10.2.5** The Contractor shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Contract Documents) to property referred to in Sections 10.2.1.2 and 10.2.1.3 caused in whole or in part by the Contractor, a Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under Sections 10.2.1.2 and 10.2.1.3. The Contractor may make a Claim for the cost to remedy the damage or loss to the extent such damage or loss is attributable to acts or omissions of the Owner or Architect or anyone directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Section 3.18.

**§ 10.2.6** The Contractor shall designate a responsible member of the Contractor's organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated by the Contractor in writing to the Owner and Architect.

**§ 10.2.7** The Contractor shall not permit any part of the construction or site to be loaded so as to cause damage or create an unsafe condition.

**§ 10.2.8 Injury or Damage to Person or Property**

If either party suffers injury or damage to person or property because of an act or omission of the other party, or of others for whose acts such party is legally responsible, notice of the injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding 21 days after discovery. The notice shall provide sufficient detail to enable the other party to investigate the matter.

**§ 10.3 Hazardous Materials and Substances**

**§ 10.3.1** The Contractor is responsible for compliance with any requirements included in the Contract Documents regarding hazardous materials or substances. If the Contractor encounters a hazardous material or substance not addressed in the Contract Documents and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and notify the Owner and Architect of the condition.

**§ 10.3.2** Upon receipt of the Contractor's notice, the Owner shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Contractor and, in the event such material or substance is found to be present, to cause it to be rendered harmless. Unless otherwise required by the Contract Documents, the Owner shall furnish in writing to the Contractor and Architect the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of the material or substance or who are to perform the task of removal or safe containment of the material or substance. The Contractor and the Architect will promptly reply to the Owner in writing stating whether or not either has reasonable objection to the persons or entities proposed by the Owner. If either the Contractor or Architect has an objection to a person or entity proposed by the Owner, the Owner shall propose another to whom the Contractor and the Architect have no reasonable objection. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Contractor. By Change Order, the Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable additional costs of shutdown, delay, and start-up.

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**§ 10.3.3** To the fullest extent permitted by law, the Owner shall indemnify and hold harmless the Contractor, Subcontractors, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work in the affected area if in fact the material or substance presents the risk of bodily injury or death as described in Section 10.3.1 and has not been rendered harmless, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), except to the extent that such damage, loss, or expense is due to the fault or negligence of the party seeking indemnity.

**§ 10.3.4** The Owner shall not be responsible under this Section 10.3 for hazardous materials or substances the Contractor brings to the site unless such materials or substances are required by the Contract Documents. The Owner shall be responsible for hazardous materials or substances required by the Contract Documents, except to the extent of the Contractor's fault or negligence in the use and handling of such materials or substances.

**§ 10.3.5** The Contractor shall reimburse the Owner for the cost and expense the Owner incurs (1) for remediation of hazardous materials or substances the Contractor brings to the site and negligently handles, or (2) where the Contractor fails to perform its obligations under Section 10.3.1, except to the extent that the cost and expense are due to the Owner's fault or negligence.

**§ 10.3.6** If, without negligence on the part of the Contractor, the Contractor is held liable by a government agency for the cost of remediation of a hazardous material or substance solely by reason of performing Work as required by the Contract Documents, the Owner shall reimburse the Contractor for all cost and expense thereby incurred.

### § 10.4 Emergencies

In an emergency affecting safety of persons or property, the Contractor shall act, at the Contractor's discretion, to prevent threatened damage, injury, or loss. Additional compensation or extension of time claimed by the Contractor on account of an emergency shall be determined as provided in Article 15 and Article 7.

## ARTICLE 11 INSURANCE AND BONDS

### § 11.1 Contractor's Insurance and Bonds

**§ 11.1.1** The Contractor shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in the Agreement or elsewhere in the Contract Documents. The Contractor shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Owner, Architect, and Architect's consultants shall be named as additional insureds under the Contractor's commercial general liability policy or as otherwise described in the Contract Documents.

**§ 11.1.2** The Contractor shall provide surety bonds of the types, for such penal sums, and subject to such terms and conditions as required by the Contract Documents. The Contractor shall purchase and maintain the required bonds from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located.

**§ 11.1.3** Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished.

**§ 11.1.4 Notice of Cancellation or Expiration of Contractor's Required Insurance.** Within three (3) business days of the date the Contractor becomes aware of an impending or actual cancellation or expiration of any insurance required by the Contract Documents, the Contractor shall provide notice to the Owner of such impending or actual cancellation or expiration. Upon receipt of notice from the Contractor, the Owner shall, unless the lapse in coverage arises from an act or omission of the Owner, have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by the Contractor. The furnishing of notice by the Contractor shall not relieve the Contractor of any contractual obligation to provide any required coverage.

### § 11.2 Owner's Insurance

**§ 11.2.1** The Owner shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in the Agreement or elsewhere in the Contract Documents. The Owner shall purchase and maintain the required insurance from an insurance company or insurance

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companies lawfully authorized to issue insurance in the jurisdiction where the Project is located.

**§ 11.2.2 Failure to Purchase Required Property Insurance.** If the Owner fails to purchase and maintain the required property insurance, with all of the coverages and in the amounts described in the Agreement or elsewhere in the Contract Documents, the Owner shall inform the Contractor in writing prior to commencement of the Work. Upon receipt of notice from the Owner, the Contractor may delay commencement of the Work and may obtain insurance that will protect the interests of the Contractor, Subcontractors, and Sub-Subcontractors in the Work. When the failure to provide coverage has been cured or resolved, the Contract Sum and Contract Time shall be equitably adjusted. In the event the Owner fails to procure coverage, the Owner waives all rights against the Contractor, Subcontractors, and Sub-subcontractors to the extent the loss to the Owner would have been covered by the insurance to have been procured by the Owner. The cost of the insurance shall be charged to the Owner by a Change Order. If the Owner does not provide written notice, and the Contractor is damaged by the failure or neglect of the Owner to purchase or maintain the required insurance, the Owner shall reimburse the Contractor for all reasonable costs and damages attributable thereto.

**§ 11.2.3 Notice of Cancellation or Expiration of Owner's Required Property Insurance.** Within three (3) business days of the date the Owner becomes aware of an impending or actual cancellation or expiration of any property insurance required by the Contract Documents, the Owner shall provide notice to the Contractor of such impending or actual cancellation or expiration. Unless the lapse in coverage arises from an act or omission of the Contractor: (1) the Contractor, upon receipt of notice from the Owner, shall have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by either the Owner or the Contractor; (2) the Contract Time and Contract Sum shall be equitably adjusted; and (3) the Owner waives all rights against the Contractor, Subcontractors, and Sub-subcontractors to the extent any loss to the Owner would have been covered by the insurance had it not expired or been cancelled. If the Contractor purchases replacement coverage, the cost of the insurance shall be charged to the Owner by an appropriate Change Order. The furnishing of notice by the Owner shall not relieve the Owner of any contractual obligation to provide required insurance.

**§ 11.3 Waivers of Subrogation**

**§ 11.3.1** The Owner and Contractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents, and employees, each of the other; (2) the Architect and Architect's consultants; and (3) Separate Contractors, if any, and any of their subcontractors, sub-subcontractors, agents, and employees, for damages caused by fire, or other causes of loss, to the extent those losses are covered by property insurance required by the Agreement or other property insurance applicable to the Project, except such rights as they have to proceeds of such insurance. The Owner or Contractor, as appropriate, shall require similar written waivers in favor of the individuals and entities identified above from the Architect, Architect's consultants, Separate Contractors, subcontractors, and sub-subcontractors. The policies of insurance purchased and maintained by each person or entity agreeing to waive claims pursuant to this section 11.3.1 shall not prohibit this waiver of subrogation. This waiver of subrogation shall be effective as to a person or entity (1) even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, (2) even though that person or entity did not pay the insurance premium directly or indirectly, or (3) whether or not the person or entity had an insurable interest in the damaged property.

**§ 11.3.2** If during the Project construction period the Owner insures properties, real or personal or both, at or adjacent to the site by property insurance under policies separate from those insuring the Project, or if after final payment property insurance is to be provided on the completed Project through a policy or policies other than those insuring the Project during the construction period, to the extent permissible by such policies, the Owner waives all rights in accordance with the terms of Section 11.3.1 for damages caused by fire or other causes of loss covered by this separate property insurance.

**§ 11.4 Loss of Use, Business Interruption, and Delay in Completion Insurance**

The Owner, at the Owner's option, may purchase and maintain insurance that will protect the Owner against loss of use of the Owner's property, or the inability to conduct normal operations, due to fire or other causes of loss. The Owner waives all rights of action against the Contractor and Architect for loss of use of the Owner's property, due to fire or other hazards however caused.

**§11.5 Adjustment and Settlement of Insured Loss**

**§ 11.5.1** A loss insured under the property insurance required by the Agreement shall be adjusted by the Owner as fiduciary and made payable to the Owner as fiduciary for the insureds, as their interests may appear, subject to requirements of any applicable mortgagee clause and of Section 11.5.2. The Owner shall pay the Architect and

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Contractor their just shares of insurance proceeds received by the Owner, and by appropriate agreements the Architect and Contractor shall make payments to their consultants and Subcontractors in similar manner.

**§ 11.5.2** Prior to settlement of an insured loss, the Owner shall notify the Contractor of the terms of the proposed settlement as well as the proposed allocation of the insurance proceeds. The Contractor shall have 14 days from receipt of notice to object to the proposed settlement or allocation of the proceeds. If the Contractor does not object, the Owner shall settle the loss and the Contractor shall be bound by the settlement and allocation. Upon receipt, the Owner shall deposit the insurance proceeds in a separate account and make the appropriate distributions. Thereafter, if no other agreement is made or the Owner does not terminate the Contract for convenience, the Owner and Contractor shall execute a Change Order for reconstruction of the damaged or destroyed Work in the amount allocated for that purpose. If the Contractor timely objects to either the terms of the proposed settlement or the allocation of the proceeds, the Owner may proceed to settle the insured loss, and any dispute between the Owner and Contractor arising out of the settlement or allocation of the proceeds shall be resolved pursuant to Article 15. Pending resolution of any dispute, the Owner may issue a Construction Change Directive for the reconstruction of the damaged or destroyed Work.

## ARTICLE 12 UNCOVERING AND CORRECTION OF WORK

### § 12.1 Uncovering of Work

**§ 12.1.1** If a portion of the Work is covered contrary to the Architect's request or to requirements specifically expressed in the Contract Documents, it must, if requested in writing by the Architect, be uncovered for the Architect's examination and be replaced at the Contractor's expense without change in the Contract Time.

**§ 12.1.2** If a portion of the Work has been covered that the Architect has not specifically requested to examine prior to its being covered, the Architect may request to see such Work and it shall be uncovered by the Contractor. If such Work is in accordance with the Contract Documents, the Contractor shall be entitled to an equitable adjustment to the Contract Sum and Contract Time as may be appropriate. If such Work is not in accordance with the Contract Documents, the costs of uncovering the Work, and the cost of correction, shall be at the Contractor's expense.

### § 12.2 Correction of Work

#### § 12.2.1 Before Substantial Completion

The Contractor shall promptly correct Work rejected by the Architect or failing to conform to the requirements of the Contract Documents, discovered before Substantial Completion and whether or not fabricated, installed or completed. Costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for the Architect's services and expenses made necessary thereby, shall be at the Contractor's expense.

#### § 12.2.2 After Substantial Completion

**§ 12.2.2.1** In addition to the Contractor's obligations under Section 3.5, if, within one year after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under Section 9.9.1, or by terms of any applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of notice from the Owner to do so, unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. During the one-year period for correction of Work, if the Owner fails to notify the Contractor and give the Contractor an opportunity to make the correction, the Owner waives the rights to require correction by the Contractor and to make a claim for breach of warranty. If the Contractor fails to correct nonconforming Work within a reasonable time during that period after receipt of notice from the Owner or Architect, the Owner may correct it in accordance with Section 2.5.

**§ 12.2.2.2** The one-year period for correction of Work shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual completion of that portion of the Work.

**§ 12.2.2.3** The one-year period for correction of Work shall not be extended by corrective Work performed by the Contractor pursuant to this Section 12.2.

**§ 12.2.3** The Contractor shall remove from the site portions of the Work that are not in accordance with the requirements of the Contract Documents and are neither corrected by the Contractor nor accepted by the Owner.

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**§ 12.2.4** The Contractor shall bear the cost of correcting destroyed or damaged construction of the Owner or Separate Contractors, whether completed or partially completed, caused by the Contractor's correction or removal of Work that is not in accordance with the requirements of the Contract Documents.

**§ 12.2.5** Nothing contained in this Section 12.2 shall be construed to establish a period of limitation with respect to other obligations the Contractor has under the Contract Documents. Establishment of the one-year period for correction of Work as described in Section 12.2.2 relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work.

### § 12.3 Acceptance of Nonconforming Work

If the Owner prefers to accept Work that is not in accordance with the requirements of the Contract Documents, the Owner may do so instead of requiring its removal and correction, in which case the Contract Sum will be reduced as appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made.

## ARTICLE 13 MISCELLANEOUS PROVISIONS

### § 13.1 Governing Law

The Contract shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 15.4.

### § 13.2 Successors and Assigns

**§ 13.2.1** The Owner and Contractor respectively bind themselves, their partners, successors, assigns, and legal representatives to covenants, agreements, and obligations contained in the Contract Documents. Except as provided in Section 13.2.2, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

**§ 13.2.2** The Owner may, without consent of the Contractor, assign the Contract to a lender providing construction financing for the Project, if the lender assumes the Owner's rights and obligations under the Contract Documents. The Contractor shall execute all consents reasonably required to facilitate the assignment.

### § 13.3 Rights and Remedies

**§ 13.3.1** Duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights, and remedies otherwise imposed or available by law.

**§ 13.3.2** No action or failure to act by the Owner, Architect, or Contractor shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed upon in writing.

### § 13.4 Tests and Inspections

**§ 13.4.1** Tests, inspections, and approvals of portions of the Work shall be made as required by the Contract Documents and by applicable laws, statutes, ordinances, codes, rules, and regulations or lawful orders of public authorities. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections, and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections, and approvals. The Contractor shall give the Architect timely notice of when and where tests and inspections are to be made so that the Architect may be present for such procedures. The Owner shall bear costs of tests, inspections, or approvals that do not become requirements until after bids are received or negotiations concluded. The Owner shall directly arrange and pay for tests, inspections, or approvals where building codes or applicable laws or regulations so require.

**§ 13.4.2** If the Architect, Owner, or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection, or approval not included under Section 13.4.1, the Architect will, upon written authorization from the Owner, instruct the Contractor to make arrangements for such additional testing, inspection, or approval, by an entity acceptable to the Owner, and the Contractor shall give timely notice to the Architect of

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when and where tests and inspections are to be made so that the Architect may be present for such procedures. Such costs, except as provided in Section 13.4.3, shall be at the Owner's expense.

**§ 13.4.3** If procedures for testing, inspection, or approval under Sections 13.4.1 and 13.4.2 reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, all costs made necessary by such failure, including those of repeated procedures and compensation for the Architect's services and expenses, shall be at the Contractor's expense.

**§ 13.4.4** Required certificates of testing, inspection, or approval shall, unless otherwise required by the Contract Documents, be secured by the Contractor and promptly delivered to the Architect.

**§ 13.4.5** If the Architect is to observe tests, inspections, or approvals required by the Contract Documents, the Architect will do so promptly and, where practicable, at the normal place of testing.

**§ 13.4.6** Tests or inspections conducted pursuant to the Contract Documents shall be made promptly to avoid unreasonable delay in the Work.

### § 13.5 Interest

Payments due and unpaid under the Contract Documents shall bear interest from the date payment is due at the rate the parties agree upon in writing or, in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

## ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

### § 14.1 Termination by the Contractor

**§ 14.1.1** The Contractor may terminate the Contract if the Work is stopped for a period of 30 consecutive days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, for any of the following reasons:

- **.1** Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped;
- **.2** An act of government, such as a declaration of national emergency, that requires all Work to be stopped;
- **.3** Because the Architect has not issued a Certificate for Payment and has not notified the Contractor of the reason for withholding certification as provided in Section 9.4.1, or because the Owner has not made payment on a Certificate for Payment within the time stated in the Contract Documents; or
- **.4** The Owner has failed to furnish to the Contractor reasonable evidence as required by Section 2.2.

**§ 14.1.2** The Contractor may terminate the Contract if, through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, repeated suspensions, delays, or interruptions of the entire Work by the Owner as described in Section 14.3, constitute in the aggregate more than 100 percent of the total number of days scheduled for completion, or 120 days in any 365-day period, whichever is less.

**§ 14.1.3** If one of the reasons described in Section 14.1.1 or 14.1.2 exists, the Contractor may, upon seven days' notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work executed, as well as reasonable overhead and profit on Work not executed, and costs incurred by reason of such termination.

**§ 14.1.4** If the Work is stopped for a period of 60 consecutive days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, or their agents or employees or any other persons or entities performing portions of the Work because the Owner has repeatedly failed to fulfill the Owner's obligations under the Contract Documents with respect to matters important to the progress of the Work, the Contractor may, upon seven additional days' notice to the Owner and the Architect, terminate the Contract and recover from the Owner as provided in Section 14.1.3.

### § 14.2 Termination by the Owner for Cause

**§ 14.2.1** The Owner may terminate the Contract if the Contractor

- **.1** repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
- **.2** fails to make payment to Subcontractors or suppliers in accordance with the respective agreements

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between the Contractor and the Subcontractors or suppliers;

**.3** repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or

**.4** otherwise is guilty of substantial breach of a provision of the Contract Documents.

**§ 14.2.2** When any of the reasons described in Section 14.2.1 exist, and upon certification by the Architect that sufficient cause exists to justify such action, the Owner may, without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven days' notice, terminate employment of the Contractor and may, subject to any prior rights of the surety:

**.1** Exclude the Contractor from the site and take possession of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;

**.2** Accept assignment of subcontracts pursuant to Section 5.4; and

**.3** Finish the Work by whatever reasonable method the Owner may deem expedient. Upon written request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work.

**§ 14.2.3** When the Owner terminates the Contract for one of the reasons stated in Section 14.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.

**§ 14.2.4** If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, including compensation for the Architect's services and expenses made necessary thereby, and other damages incurred by the Owner and not expressly waived, such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance, the Contractor shall pay the difference to the Owner. The amount to be paid to the Contractor or Owner, as the case may be, shall be certified by the Initial Decision Maker, upon application, and this obligation for payment shall survive termination of the Contract.

### § 14.3 Suspension by the Owner for Convenience

**§ 14.3.1** The Owner may, without cause, order the Contractor in writing to suspend, delay or interrupt the Work, in whole or in part for such period of time as the Owner may determine.

**§ 14.3.2** The Contract Sum and Contract Time shall be adjusted for increases in the cost and time caused by suspension, delay, or interruption under Section 14.3.1. Adjustment of the Contract Sum shall include profit. No adjustment shall be made to the extent

**.1** that performance is, was, or would have been, so suspended, delayed, or interrupted, by another cause for which the Contractor is responsible; or

**.2** that an equitable adjustment is made or denied under another provision of the Contract.

### § 14.4 Termination by the Owner for Convenience

**§ 14.4.1** The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause.

**§ 14.4.2** Upon receipt of notice from the Owner of such termination for the Owner's convenience, the Contractor shall

**.1** cease operations as directed by the Owner in the notice;

**.2** take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and

**.3** except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

**§ 14.4.3** In case of such termination for the Owner's convenience, the Owner shall pay the Contractor for Work properly executed; costs incurred by reason of the termination, including costs attributable to termination of Subcontracts; and the termination fee, if any, set forth in the Agreement.

## ARTICLE 15 CLAIMS AND DISPUTES

### § 15.1 Claims

### § 15.1.1 Definition

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A Claim is a demand or assertion by one of the parties seeking, as a matter of right, payment of money, a change in the Contract Time, or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and Contractor arising out of or relating to the Contract. The responsibility to substantiate Claims shall rest with the party making the Claim. This Section 15.1.1 does not require the Owner to file a Claim in order to impose liquidated damages in accordance with the Contract Documents.

**§ 15.1.2 Time Limits on Claims**

The Owner and Contractor shall commence all Claims and causes of action against the other and arising out of or related to the Contract, whether in contract, tort, breach of warranty or otherwise, in accordance with the requirements of the binding dispute resolution method selected in the Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Contractor waive all Claims and causes of action not commenced in accordance with this Section 15.1.2.

**§ 15.1.3 Notice of Claims**

**§ 15.1.3.1** Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered prior to expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by notice to the other party and to the Initial Decision Maker with a copy sent to the Architect, if the Architect is not serving as the Initial Decision Maker. Claims by either party under this Section 15.1.3.1 shall be initiated within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later.

**§ 15.1.3.2** Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by notice to the other party. In such event, no decision by the Initial Decision Maker is required.

**§ 15.1.4 Continuing Contract Performance**

**§ 15.1.4.1** Pending final resolution of a Claim, except as otherwise agreed in writing or as provided in Section 9.7 and Article 14, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents.

**§ 15.1.4.2** The Contract Sum and Contract Time shall be adjusted in accordance with the Initial Decision Maker's decision, subject to the right of either party to proceed in accordance with this Article 15. The Architect will issue Certificates for Payment in accordance with the decision of the Initial Decision Maker.

**§ 15.1.5 Claims for Additional Cost**

If the Contractor wishes to make a Claim for an increase in the Contract Sum, notice as provided in Section 15.1.3 shall be given before proceeding to execute the portion of the Work that is the subject of the Claim. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Section 10.4.

**§ 15.1.6 Claims for Additional Time**

**§ 15.1.6.1** If the Contractor wishes to make a Claim for an increase in the Contract Time, notice as provided in Section 15.1.3 shall be given. The Contractor's Claim shall include an estimate of cost and of probable effect of delay on progress of the Work. In the case of a continuing delay, only one Claim is necessary.

**§ 15.1.6.2** If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time, could not have been reasonably anticipated, and had an adverse effect on the scheduled construction.

**§ 15.1.7 Waiver of Claims for Consequential Damages**

The Contractor and Owner waive Claims against each other for consequential damages arising out of or relating to this Contract. This mutual waiver includes

- **.1** damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and
- **.2** damages incurred by the Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit, except anticipated profit arising directly from the Work.

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This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 14. Nothing contained in this Section 15.1.7 shall be deemed to preclude assessment of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents.

### § 15.2 Initial Decision

**§ 15.2.1** Claims, excluding those where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2 or arising under Sections 10.3, 10.4, and 11.5, shall be referred to the Initial Decision Maker for initial decision. The Architect will serve as the Initial Decision Maker, unless otherwise indicated in the Agreement. Except for those Claims excluded by this Section 15.2.1, an initial decision shall be required as a condition precedent to mediation of any Claim. If an initial decision has not been rendered within 30 days after the Claim has been referred to the Initial Decision Maker, the party asserting the Claim may demand mediation and binding dispute resolution without a decision having been rendered. Unless the Initial Decision Maker and all affected parties agree, the Initial Decision Maker will not decide disputes between the Contractor and persons or entities other than the Owner.

**§ 15.2.2** The Initial Decision Maker will review Claims and within ten days of the receipt of a Claim take one or more of the following actions: (1) request additional supporting data from the claimant or a response with supporting data from the other party, (2) reject the Claim in whole or in part, (3) approve the Claim, (4) suggest a compromise, or (5) advise the parties that the Initial Decision Maker is unable to resolve the Claim if the Initial Decision Maker lacks sufficient information to evaluate the merits of the Claim or if the Initial Decision Maker concludes that, in the Initial Decision Maker's sole discretion, it would be inappropriate for the Initial Decision Maker to resolve the Claim.

**§ 15.2.3** In evaluating Claims, the Initial Decision Maker may, but shall not be obligated to, consult with or seek information from either party or from persons with special knowledge or expertise who may assist the Initial Decision Maker in rendering a decision. The Initial Decision Maker may request the Owner to authorize retention of such persons at the Owner's expense.

**§ 15.2.4** If the Initial Decision Maker requests a party to provide a response to a Claim or to furnish additional supporting data, such party shall respond, within ten days after receipt of the request, and shall either (1) provide a response on the requested supporting data, (2) advise the Initial Decision Maker when the response or supporting data will be furnished, or (3) advise the Initial Decision Maker that no supporting data will be furnished. Upon receipt of the response or supporting data, if any, the Initial Decision Maker will either reject or approve the Claim in whole or in part.

**§ 15.2.5** The Initial Decision Maker will render an initial decision approving or rejecting the Claim, or indicating that the Initial Decision Maker is unable to resolve the Claim. This initial decision shall (1) be in writing; (2) state the reasons therefor; and (3) notify the parties and the Architect, if the Architect is not serving as the Initial Decision Maker, of any change in the Contract Sum or Contract Time or both. The initial decision shall be final and binding on the parties but subject to mediation and, if the parties fail to resolve their dispute through mediation, to binding dispute resolution.

**§ 15.2.6** Either party may file for mediation of an initial decision at any time, subject to the terms of Section 15.2.6.1.

**§ 15.2.6.1** Either party may, within 30 days from the date of receipt of an initial decision, demand in writing that the other party file for mediation. If such a demand is made and the party receiving the demand fails to file for mediation within 30 days after receipt thereof, then both parties waive their rights to mediate or pursue binding dispute resolution proceedings with respect to the initial decision.

**§ 15.2.7** In the event of a Claim against the Contractor, the Owner may, but is not obligated to, notify the surety, if any, of the nature and amount of the Claim. If the Claim relates to a possibility of a Contractor's default, the Owner may, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy.

**§ 15.2.8** If a Claim relates to or is the subject of a mechanic's lien, the party asserting such Claim may proceed in accordance with applicable law to comply with the lien notice or filing deadlines.

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### § 15.3 Mediation

**§ 15.3.1** Claims, disputes, or other matters in controversy arising out of or related to the Contract, except those waived as provided for in Sections 9.10.4, 9.10.5, and 15.1.7, shall be subject to mediation as a condition precedent to binding dispute resolution.

**§ 15.3.2** The parties shall endeavor to resolve their Claims by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of binding dispute resolution proceedings but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration is stayed pursuant to this Section 15.3.2, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

**§ 15.3.3** Either party may, within 30 days from the date that mediation has been concluded without resolution of the dispute or 60 days after mediation has been demanded without resolution of the dispute, demand in writing that the other party file for binding dispute resolution. If such a demand is made and the party receiving the demand fails to file for binding dispute resolution within 60 days after receipt thereof, then both parties waive their rights to binding dispute resolution proceedings with respect to the initial decision.

**§ 15.3.4** The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

### § 15.4 Arbitration

**§ 15.4.1** If the parties have selected arbitration as the method for binding dispute resolution in the Agreement, any Claim subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of the Agreement. The Arbitration shall be conducted in the place where the Project is located, unless another location is mutually agreed upon. A demand for arbitration shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the arbitration. The party filing a notice of demand for arbitration must assert in the demand all Claims then known to that party on which arbitration is permitted to be demanded.

**§ 15.4.1.1** A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the Claim would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the Claim.

**§ 15.4.2** The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

**§ 15.4.3** The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to the Agreement, shall be specifically enforceable under applicable law in any court having jurisdiction thereof.

### § 15.4.4 Consolidation or Joinder

**§ 15.4.4.1** Subject to the rules of the American Arbitration Association or other applicable arbitration rules, either party may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation, (2) the arbitrations to be consolidated substantially involve common questions of law or fact, and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

**§ 15.4.4.2** Subject to the rules of the American Arbitration Association or other applicable arbitration rules, either party may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined

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consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

**§ 15.4.4.3** The Owner and Contractor grant to any person or entity made a party to an arbitration conducted under this Section 15.4, whether by joinder or consolidation, the same rights of joinder and consolidation as those of the Owner and Contractor under this Agreement.

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# *Additions and Deletions Report for*
*AIA® Document A201® – 2017*

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 15:32:10 EDT on 05/28/2026.

**Changes to original AIA text**

**There are no edits to the original text**

**Variable Information**

**PAGE 1**

ITB 26-07 City Center Sports Complex Expansion

4651 City Center Circle
Port Orange, FL 32129

City of Port Orange, a Florida Municipal Corporation

1000 City Center Circle
Port Orange, FL 32129

Hall & Ogle Architects, Inc.

208 Magnolia Avenue
Daytona Beach, FL 32114

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# *Certification of Document's Authenticity*

*AIA® Document D401™ – 2003*

I, Shannon K Balmer, Senior Assistant City Attorney, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 15:32:10 EDT on 05/28/2026 under Order No. 20250149347 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A201™ - 2017, General Conditions of the Contract for Construction, other than those additions and deletions shown in the associated Additions and Deletions Report.

_____

*(Signed)*

_____

*(Title)*

_____

*(Dated)*

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# EXHIBIT "A"

## Insurance and Bond

Consisting of 5 Pages

# Insurance

| *Standard Insurance Requirements* | | | |
|---|---|---|---|
| | **Insurance** | **Standards** | **Additional Requirements** |
| ☒ | Workers' Compensation<br>The Contractor shall maintain coverage for its employees with statutory workers' compensation limits, and no less than the limits indicated in the Schedule of Limits for Employers' Liability. Said coverage shall include a waiver of subrogation in favor of the City. **The City will not accept elective exemptions**. Any contractor using an employee leasing company shall complete the Leased Employee Affidavit (Exhibit A). | Contract Amount — Limits<br>Up to $10 million — Statutory/$500,000<br>$10 - $20 million — Statutory/$1,000,000<br><br>Contracts over $20 million To Be Determined by the City. | ☐If Contract requires work on or about navigable waters, Longshoreman's and Harbor Workers' Coverage required.<br>☐If vessels involved, Jones Act coverage with limits of $500,000 required. |
| ☒ | Comprehensive General Liability (including Completed Operations and Contractual Liability | Limits: Combined Single Limit Bodily Injury and Property damage<br>$1,000,000 occurrence<br>$2,000,000 aggregate<br>$2,000,000 Products-COMP/OP AGG | ☐When work is on or under Railroad rights of way or properties, the Contractor shall take out and maintain during the life of the Contract, Railroad protective liability and property damage insurance in amounts as requested by the Railroad. |
| ☒ | Comprehensive Business, Automobile Liability to include all owned, hired and non-owned automobiles. | Limits: Auto Liability Body Injury and Property Damage:<br>$1,000,000 each occurrence<br>$5,000,000 aggregate | |
| *Additional Insurance Requirements* | | | |
| ☒ | Property Insurance Builders Risk.<br><br>Additional Coverage: | Limits: Buildings - Completed value of Contract.<br><br>"All Risk" coverage on latest ISO for or its equivalent. Permission granted to occupy. Owner named as insured AIMA | If Agreement requires handling or installation of Owner's equipment, coverage should be furnished on "All Risk" form, including transit and Owner shall be named. |
| ☐ | Professional Liability | Limits: Coverage - $1,000,000 | |
| ☐ | Installation Floater (IT) | Limits: Coverage - $ To be determined. | |
| ☐ | Contractor Pollution Liability | Limits: Coverage - $1,000,000 | |
| ☐ | Errors and Omissions | Limits: Coverage - $1,000,000 | |
| ☐ | Umbrella Policy | Limits: Coverage – $ To be determined. | |
| ☒ | Payment and Performance Bond Required | Limits: Coverage - Equal to amount of Contract. | |
| ☐ | **City Manager waives Payment and Performance Bond for work under $200,000.00.** | | |
| ☐ | **Unless otherwise required by law, City Manager waives Insurance for FOB goods.** | | |

**FRONT PAGE FOR BOND REQUIRED BY SECTION 255.05, F.S.**

# PAYMENT AND PERFORMANCE BOND

(Public Works)

Notice and Time Limitations Must Be In Accordance
With Section 255.05(2), (8) and (10), Florida Statutes

**BOND NO.** _____

---

**PRINCIPAL**:

| | |
|---|---|
| Developer or Contractor: | All State Civil Construction, Inc. |
| Principal Business Address: | 1301 Beville Road<br>Suite 16<br>Daytona Beach, Florida 32119 |
| Contact Person: | Christopher Mehegan, President |
| Phone Number: | (386) 256-2721 |

---

**SURETY**: _____
Address: _____
_____
Contact Person: _____
Phone Number: _____

---

| | |
|---|---|
| **OWNER**: | City of Port Orange, Florida, a chartered municipal corporation<br>1000 City Center Circle<br>Port Orange, Florida 32129-4144 |
| Contact Person: | City Manager |
| Phone Number: | (386) 506-5501 |

---

**Amount**: $3,636,028.16 **City Case/Project No.** **ITB 26-07 City Center Sports Complex Expansion**

**Description of Work**: ITB 26-07 City Center Sports Complex Expansion

**Project Location**: City of Port Orange, City Center Complex, 4651 City Center Circle, Port Orange, Volusia County, Florida 32129

**Legal Description**: Portions of Parcel ID: # 630800020021

See attached Exhibit "A"

Front Page

All other pages are subsequent to this page regardless of any numbers that may be printed thereon.

*[MTR/sal 2015-02-10]*
*[CA8797]*

# City of Port Orange City Center Sports Complex
# 4561 City Center Circle, Port Orange, FL 32129

**Short Parcel ID:**
630800020021

**Legal Description:**
A portion of the Parcel ID listed above.

**EXHIBIT "A"**

**All State Civil Construction, Inc.**

## ITB 26-07 City Center Sports Complex Expansion

Bond No._____

# COMBINATION PAYMENT AND PERFORMANCE BOND
# FOR
# PUBLIC CONSTRUCTION

*per Section 255.05, Florida Statutes*
Guaranty for Construction of Public Improvements

BY THIS BOND, We, **ALL STATE CIVIL CONSTRUCTION, INC.** as Principal, and _____, a corporation, as Surety, are bound to **CITY OF PORT ORANGE, FLORIDA**, a Florida municipal corporation, herein called "Owner" or sometimes referred to as "City," in the sum of **THREE MILLION SIX HUNDRED THIRTY SIX THOUSAND TWENTY EIGHT AND 16/100 DOLLARS** (**$3,636,028.16**), 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 terms of that certain AIA Agreement having an effective date of _____, entered into by and between the Principal and the City, for City Center Sports Complex Project, hereinafter referred to as 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 (the "Work"); and

3. Pays Owner all losses, damages, delay damages (including contractually authorized liquidated damages), expenses, costs, and attorney's fees, including appellate proceedings, that Owner sustains because of a breach or material breach by Principal under the Contract documents; 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.

**Notice of Nonpayment and Time Limitations**

Any action instituted by a claimant under this bond for payment must be in accordance with the notice and time limitation provisions in Sections 255.05(2), (8) and (10), 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.

IN WITNESS WHEREOF, this performance and payment bond shall be deemed an original, this _____, day of _____, 2026.

Attest:

**ALL STATE CIVIL CONSTRUCTION, INC.**
(Name of Principal)

_____
(As to Corporate Principal) Secretary

By:_____
Christopher Mehegan, President

_____
(Witness to Principal)

*(Corporate Seal)*

_____
(Surety)

_____
(Witness to Surety)

By:_____
Name:_____
(Attorney-in-Fact)

*(Corporate Seal)*

---

*NOTE:* ***Date of BOND must not be prior to date of Contract.*** *If Developer/Principal is Partnership, all partners should execute BOND. All BONDS signed by an agent must be accompanied by a certified copy of the authority to act.*

*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.

---

# EXHIBIT "B"

ITB _26_-07__

Dated __April 17, 2026 ____

Consisting of __57_ Pages

Not attached, on file with City Clerk

# EXHIBIT "C"

## Contractor's Proposal

Consisting of _47_ Pages
Not attached, on file with City Clerk

# EXHIBIT "D"

## Application for Payment

Consisting of 1 Page

# EXHIBIT "E"

## Forms

Consisting of 5 Pages

WAIVER AND RELEASE OF LIEN
UPON PROGRESS PAYMENT
(FLORIDA)

The undersigned lienor, in consideration of the sum of $ _____, hereby waives and releases its lien and payment bond claims and right to claim a lien for labor, services, and/or materials furnished through _____, 20____, to *[insert the name of your customer]* _____ on the job of *[insert the name of the Owner]* _____ to the following property:

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

DATED on _____, 20____.

Witnesses:

[Lienor]

_____
Signature

_____
Print Name

By: _____

Print Name: _____

_____
Signature

_____
Print Name

Address: _____

_____

STATE OF FLORIDA
COUNTY OF _____

Sworn to and subscribed before me this ____ day of _____, 20____, by _____, □ who is personally known to be the person described in or □ has produced a Florida driver license or □ _____ as identification.

_____
Notary Public, State of Florida
Type or Print Name:
My Commission Expires:
Commission Number:

19/5220/610

WAIVER AND PARTIAL RELEASE OF LIEN
UPON PROGRESS PAYMENT
(FLORIDA)

The undersigned lienor, in consideration of the sum of $ _____, hereby waives and releases its lien and payment bond claims and right to claim a lien for labor, services, and/or materials furnished through _____, 20____, to *[insert the name of your customer]* _____ on the job of *[insert the name of the Owner]* _____ to the following property:

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

DATED on _____, 20____.

Witnesses:

[Lienor]

_____
Signature

_____
Print Name

By:_____

Print Name:_____

_____
Signature

_____
Print Name

Address:_____

_____

STATE OF FLORIDA
COUNTY OF _____

Sworn to and subscribed before me this ____ day of _____, 20____, by _____, ☐ who is personally known to be the person described in or ☐ has produced a Florida driver license or ☐ _____ as identification.

_____
Notary Public, State of Florida
Type or Print Name:
My Commission Expires:
Commission Number:

19/5220/611

WAIVER AND RELEASE OF LIEN
UPON FINAL PAYMENT
(FLORIDA)

The undersigned lienor, in consideration of the final payment in the amount of $_____ hereby waives and releases its lien and payment bond claims and right to claim a lien for labor, services, or materials furnished to _____ (customer) on the job of _____ (owner) to the following described property:

(description of property)

DATED on _____, 20___.

Witnesses:

[Lienor]

_____
Signature

By:_____
Print Name:

_____
Print Name

Address:_____

_____
Signature

_____

_____
Print Name

STATE OF FLORIDA
COUNTY OF _____

Sworn to and subscribed before me this ____ day of _____, 20____, by _____, ☐ who is personally known to be the person described in or ☐ has produced a Florida driver license or ☐ _____ as identification.

_____
Notary Public, State of Florida
Type or Print Name:
My Commission Expires:
Commission Number:

PROJECT: _____

## CONTRACTOR'S AFFIDAVIT OF OUTSTANDING ACCOUNTS

To the best of my knowledge and belief, we hereby certify that all estimates of work shown on the application for payment Number ___ dated _____ are true and correct, that all work has been performed and material supplied in full accordance with the terms and conditions of the Agreement with Owner and all authorized changes thereto, that the following is a true and correct statement of the contract account up to and including the last day of the period covered by this estimate and that no part of the Payment Due This Estimate has been received.

| | (Must match Pay Requisition) | (Owner Use Only) |
|---|---|---|
| ORIGINAL CONTRACT AMOUNT: | $_____ | $_____ |
| APPROVED CHANGE ORDERS: | $_____ | $_____ |
| ADJUSTED CONTRACT AMOUNT: | $_____ | $_____ |
| WORK COMPLETED TO DATE: (on contract) | $_____ | $_____ |
| Net Change (add/deduct) | $_____ | $_____ |
| Total Work Completed to Date | $_____ | $_____ |
| Less Retainage | $_____ | $_____ |
| Total Owed to Date | $_____ | $_____ |
| Less Prior Billings | $_____ | $_____ |
| PAYMENT DUE THIS ESTIMATE: | $_____ | $_____ |

## AFFIDAVIT OF OUTSTANDING ACCOUNTS

We hereby certify that all outstanding claims for labor, insurance, unemployment benefits, taxes, union benefits, subcontract materials, expendable equipment, and any and all other obligations incurred in the performance of said agreement have been paid in full in accordance with the requirements of said agreement except such outstanding claims as are listed below, which statement contains all claims against Contractor which are not yet paid. (All amounts owed, even if under extended periods of credit, must be included in this statement.) We also certify that these due and payable accounts will be paid as shown below out of funds to be received from the Owner for this period and signed Releases of Lien will be presented to Owner for each of the below listed Suppliers/Subcontractors.

| Subcontractor/ Supplier Name | Type of Material or Labor Furnished | Contract Price (if applicable) | Amount Previously Paid | Amount to be Paid by Contractor to Subcontractor/ Supplier out of this Payment | Balance Owing Subcontractor/ Supplier After this Payment |
|---|---|---|---|---|---|
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |

The undersigned Contractor, having heretofore entered into a Contract with Owner to perform work in connection with the above project, and having made Affidavit of Outstanding Accounts in connection with request for payment in order to induce Owner to make a payment at this time in the amount indicated above, agrees as follows:

- That said payment is in strict compliance with the terms and conditions of said contract.
- That said payment shall be received as a trust fund and applied by the undersigned for the discharge of his obligations for labor, subcontract work, materials, equipment, supplies, services, etc. in connection with this project.
- That said payment will not be deposited with any depository to whom the Contractor has given any evidence of an indebted which gives to the depository any legal rights to such funds or any part thereof.
- That the person executing this Certificate on behalf of the Contractor is an authorized officer of the Contractor, having knowledge of all the matters hereinabove set forth and is duly authorized to execute this Certificate and bind the Contractor.

Dated this _____ day of _____, 20_____.

STATE OF _____
COUNTY OF _____

Subscribed and sworn to before me this
_____ day of _____, 20___.

Notary Public
My Commission Expires: _____

_____
(CONTRACTOR)

By:_____
(undersigned)
Title:_____

CONTRACTOR'S FINAL PAYMENT AFFIDAVIT
(FLORIDA)

STATE OF FLORIDA
COUNTY OF _____

BEFORE ME, the undersigned authority, duly authorized to administer oaths and take acknowledgments, personally appeared _____, who being duly sworn, deposes and says:

1. He is the _____ of _____ ("Contractor").

2. This Affidavit is made pursuant to Chapter 713, Florida Statutes, in connection with labor, services and materials supplied for improvement of the following described real property under the direct contract between _____ ("Owner") and Contractor:

3. All lienors under the direct contract have been paid in full for labor, services and/or materials, except as follows:

| Lienor's Name and Address | Amount Due or to Become Due |
|---|---|

_____
Contractor

By:_____
Print Name:

STATE OF FLORIDA
COUNTY OF _____

Sworn to and subscribed before me this _____ day of _____, 20___, by _____, ☐ who is personally known to be the person described in or ☐ has produced a Florida driver license or ☐ _____ as identification.

_____
Notary Public, State of Florida
Type or Print Name:
My Commission Expires:
Commission Number:

# EXHIBIT "F"

## Contract Completion Checklist

Consisting of 1 Page

# Contract Completion Checklist

**C.I.P.# / PROJECT DESCRIPTION:** _____

**CONTRACTOR:** _____

**Original Contract Sum** _____
**Change Orders** _____
**Final Contract Sum** _____

| | | | Approved | Date |
|---|---|---|---|---|
| 1 | **Scope Summary** | Contractor | | |
| | | Architect/Engineer | | |
| | | Owner | | |
| 2 | **Substantial Completion Certificate** | Contractor | | |
| | | Architect/Engineer | | |
| | | Owner | | |
| 3 | **Punch List** | Contractor | | |
| | | Architect/Engineer | | |
| | | Owner | | |
| 4 | **Certificate of Occupancy:** | Contractor | | |
| | | Architect/Engineer | | |
| | | Owner | | |
| 5 | **Operation, Maintenance & Training Manuals:**<br>a. 1 Complete set of all Operations & Maintenance Manuals<br>b. Copies of Maintenance Agreements | Contractor | | |
| | | Architect/Engineer | | |
| | | Owner | | |
| 6 | **Warranties / Guarantees**<br>a. 2 Complete Sets of all Warranty / Guarantee Documents | Contractor | | |
| | | Architect/Engineer | | |
| | | Owner | | |
| 7 | **Consent of Surety:** | Contractor | | |
| | | Architect/Engineer | | |
| | | Owner | | |
| 8 | **Affidavits & Final Lien Waivers:** | Contractor | | |
| | | Architect/Engineer | | |
| | | Owner | | |

Attachment "_Drawings, Specifications and Requirements_"

ITB _26_-_07_ City Center Sports Complex Expansion

100% Construction Documents/ Drawings

Consisting of _57__ Pages

Not attached, on file with **Parks and Recreation Department, Susan Lovallo**

Attachment "_Drawings, Specifications and Requirements_"

ITB _26_-_07_ City Center Sports Complex Expansion

Project Manual100% Construction Documents

Consisting of _196__ Pages

Not attached, on file with **Parks and Recreation Department, Susan Lovallo**

Attachment " Addendum No. 1_"

ITB _26_-_07_ City Center Sports Complex Expansion

Addendum No. 1, dated May 8, 2026

Consisting of _3__ Pages

Not attached, on file with **City Clerk**

Attachment " Addendum No. 1 Attachments_"

ITB _26_-_07_ City Center Sports Complex Expansion

Attachment No. 4 to Addendum No. 1

Consisting of _9__ Pages

Not attached, on file with **City Clerk**

Attachment " Addendum No. 1 Attachments_"

ITB _26_-_07_ City Center Sports Complex Expansion

Attachment No. 5 to Addendum No. 1

Consisting of _2__ Pages

Not attached, on file with **City Clerk**

Attachment " Addendum No. 1 Attachments_"

ITB _26_-_07_ City Center Sports Complex Expansion

Attachment No. 6 to Addendum No. 1

Consisting of _1__ Pages

Not attached, on file with **City Clerk**

Attachment "_Addendum No. 1_"

ITB _26_-_07_ City Center Sports Complex Expansion

Attachment No. 7 to Addendum No. 1

Consisting of _47__ Pages

Not attached, on file with **City Clerk**

# NOTICE OF INTENT TO AWARD

## ITB #26-07 City Center Sports Complex Expansion

**May 19, 2026**

---

On May 15, 2026, Purchasing received five (5) bid submittals for ITB #26-07 City Center Sports Complex Expansion.

After review of the responses, City Staff has made a recommendation to award to the following firm:

**Allstate Civil Construction, Inc.**

This recommendation of award will be presented to City Council for approval on or about June 2, 2026. Interested parties may review the City Council agenda at https://www.port-orange.org/776/Agendas-and-Minutes.

Respectfully Submitted,

Anthony McCall
Purchasing Agent

*"Failure to file a protest within the time prescribed in section 120.57(3), Florida Statutes or failure to post the bond or other security required by law within the time allowed, shall constitute a waiver of proceedings under Chapter 120, Florida Statutes."* The 72-hour posting requirement will elapse on May 22, 2026 at _5:00_ p.m. E.S.T.

# SECTION 7 – REQUIRED FORMS

## FORM 7.1 – BID SUBMITTAL CHECKLIST

- ✓ Form 7.2 – Bidder's Acknowledgement
- ✓ Form 7.3 – Addendum and Change Order Procedure Acknowledgement
- ✓ Form 7.4 – Drug Free Preference Statement
- ✓ Form 7.5 – Public Entity Crimes Statement
- ✓ Form 7.6 – Anti-Collusion
- ✓ Form 7.7 – Statement of Bidder's Qualifications
- ✓ Form 7.8 – Professional References for Previous Experience
- ✓ Form 7.9 – List of Subcontractors
- ✓ Form 7.10 – Scrutinized Companies Certification
- ✓ Form 7.11 – Local Business Affidavit of Eligibility
- ✓ Form 7.12 – E-Verify Affidavit
- ✓ Form 7.13 – Debarment, Suspension and Other Responsibility Matters
- ✓ Form 7.14 – Affidavit of Compliance With F.S. 287.138
- ✓ Form 7.15 – No Submittal Response
- ✓ APPENDIX A – 44 C.F.R. PART 18 CERTIFICATION REGARDING LOBBYING
- ✓ (Attachment 1) – Schedule of Unit Pricing
- ✓ Current Bonding Capacity Letter (as outlined in Section 6)
- ✓ Copy of all currently held Licenses (Contractor, Sunbiz, etc.)
- ✓ Current Tax Receipt of Bidder's municipality
- ✓ Original Bid Bond or certified check or bank draft (as outlined in Section 6)
- ✓ Submission of one (1) original marked "ORIGINAL" and one (1) digital (flash drive) version in PDF format

BY: All State Civil Construction, Inc.
Name of Business

Authorized Signature

5/8/26
Date

## FORM 7.2 – BIDDER'S ACKNOWLEDGEMENT

I have carefully examined the Invitation to Bid (ITB), Instructions to Bidders, General and/or Special Conditions, Specifications and any other documents accompanying or made a part of this invitation.

I hereby propose to furnish the goods or services specified in the ITB at the prices or rates as finally negotiated. I agree that my bid will remain firm for a period of up to one-hundred-twenty (120) days in order to allow the City of Port Orange adequate time to evaluate the proposed bid. Furthermore, I agree to abide by all conditions of the ITB.

I certify that all information contained in the bid is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this bid on behalf of the Bidder/Contractor as its act and deed and that the Bidder/Contractor is ready, willing and able to perform if awarded the contract.

I further certify that this bid is made without prior understanding, contract, connection, discussion or collusion with any person, firm or corporation submitting a bid for the same product or service; no officer, employee or agent of the City of Port orange City Council or of any other Bidder interested in said ITB; and that the undersigned executed this Bidder's Acknowledgement with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

I further certify that having read and examined the specifications and documents for the designated services and understanding the general conditions for the contract under which services will be performed, does hereby propose to furnish all labor, equipment and material to provide the services set forth in the ITB.

I hereby declare that the following listing states any clarifications, any and all variations from and exceptions to the requirements of the specifications and documents. The undersigned further declares that the "work" will be performed in strict accordance with such requirements and understands that any exceptions to the requirements of the specifications and documents may render the bid non-responsive.

**NO EXCEPTIONS ALLOWED AFTER THE BID IS SUBMITTED:**

**Please check one:** ☒I take NO exceptions. ☐Exceptions (list below; add additional pages if necessary):

_____

_____

All State Civil Construction, Inc.
Name of Business

1301 Beville Rd, Suite 16
Mailing Address

Authorized Signature

Port Orange, FL 32119
City, State & Zip Code

Michael R. Anderson
Printed Name and Title

(386) 256-2721
Telephone Number

84-4099160
Federal Identification No.

mranderson@allstatecivilconstructionfl.com
E-mail Address

STATE OF: Florida COUNTY OF: Volusia

The foregoing instrument was acknowledged before me by means of ☒physical presence or ☐online notarization, this

15 day of May, 2026, by Michael R. Anderson and who:

☒Is personally known to me; or ☐ has produced _____ as identification.

_____ Notary Public, State of Florida

*Printed, typed or stamped name, commission and expiration:*

HEATHER A. KNIGHT
Commission # HH 614855
Expires November 20, 2028

## FORM 7.3 – ADDENDUM AND CHANGE ORDER PROCEDURE ACKNOWLEDGEMENT

**ADDENDUM ACKNOWLEDGEMENT**

I have carefully examined the Invitation to Bid (ITB), Instructions to Bidders, General and/or Special Conditions, Specification and any other documents accompanying or made a part of this ITB.

I acknowledge receipt and incorporation of the following addenda and the cost, if any, of such revisions has been included in the price of the bid proposal.

Addendum# 1 Date: 5/8/26 Addendum#_____ Date:_____

Addendum#_____ Date:_____ Addendum#_____ Date:_____

**CHANGE ORDER PROCEDURE ACKNOWLEDGEMENT**

If awarded the Contract for this Solicitation, I acknowledge that no oral statement of any person shall modify or otherwise change or affect the terms, conditions or specifications stated in the resulting contract. All change order requests shall be made in writing by the Contractor for review by the Contract Administrator for the City of Port Orange. No work shall be performed as set forth in the change order until the Contractor receives an executed Purchase Order for the requested change.

I acknowledge the above statements regarding Addendum Acknowledgement and Change Order Procedures:

All State Civil Construction, Inc.
Name of Business

Authorized Signature

Michael R. Anderson, Treasurer
Printed Name and Title

STATE OF: Florida COUNTY OF: Volusia

The foregoing instrument was acknowledged before me by means of ☒physical presence or ☐online notarization, this 15 day of May, 2026, by Michael R. Anderson and who:

☒is personally known to me; or ☐ has produced _____ as identification.

Heather A Knight Notary Public, State of Florida
*Printed, typed or stamped name, commission and expiration:*

NOTARY PUBLIC STATE OF FLORIDA
HEATHER A. KNIGHT
Commission # HH 614855
Expires November 20, 2028

## FORM 7.4 – DRUG-FREE PREFERENCE STATEMENT

IDENTICAL TIE BIDS – Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids, proposals, statements or replies are equal with respect to price, quality and service are received by the City for procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied Bidders have a drug-free workplace program.

In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation and employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are under a 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 the 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 of chapter 893 or of any controlled substance the law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

5. Impose a sanction on or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by an employee who is so convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of Section 287.087, Florida Statutes.

As an authorized representative of the firm, I certify that this firm complies fully with the above requirements.

All State Civil Construction, Inc.
Name of Business

Authorized Signature

Michael R. Anderson, Treasurer
Printed Name and Title

STATE OF: Florida COUNTY OF: Volusia

The foregoing instrument was acknowledged before me by means of ☒physical presence or ☐online notarization, this 15 day of May, 2026, by Michael R. Anderson and who:

☒Is personally known to me; or ☐ has produced _____ as identification.

Notary Public, State of Florida
*Printed, typed or stamped name, commission and expiration:*

HEATHER A. KNIGHT
Commission # HH 614855
Expires November 20, 2028

## FORM 7.5 – SWORN STATEMENT ON PUBLIC ENTITY CRIMES

**UNDER SECTION 287.133(3)(A), FLORIDA STATUTES**

(To be signed in the presence of a notary public or other authorized to administer oaths.)

Before me, the undersigned Authority, personally appeared affiant Michael R. Anderson, who, being by me first duly sworn, made the following statement:

1. The business address of All State Civil Construction, Inc. (name of Offeror or business) is 1301 Beville Rd, #16, Daytona Beach, FL 32119.
2. My relationship to All State Civil Construction, Inc. (name of Offeror or business) is Treasurer (relationship such as sole proprietor, partner, president, vice president.)
3. I understand that a public entity crime as defined in Section 287.133 of the Florida Statutes includes 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 in Florida or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any proposal or contract for goods or services to be provided to any public entity or such and agency or political subdivision and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy or material misrepresentation.
4. I understand that "convicted" or "conviction" is defined by the Florida Statutes to mean a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilt or nolo contendere.
5. I understand that "affiliate" is defined by the Florida Statutes to mean (1) a predecessor or successor of a person or a corporation 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, or (3) those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate, or (4) a person or corporation who knowingly entered into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months.
6. Neither the Offeror or contractor, nor any officer, director, executive, partner, shareholder, employee, member or agent who is active in the management of the Offeror or contractor, nor any affiliate of the Offeror or contractor has been convicted of a public entity crime subsequent to July 1, 1989. **(Draw a line through paragraph 6 if paragraph 7 below applies.)**
7. There has been a conviction of a public entity crime by the Offeror or contractor, or an officer, director, executive, partner, shareholder, employee, member or agent of the Offeror or contractor who is active in the management of the Offeror or contractor or an affiliate of the Offeror or contractor. A determination has been made pursuant to Section 287.133(3) by order of the Division of Administrative Hearings that it is not in the public interest for the name of the convicted person or affiliate to appear on the convicted Bidder list. The name of the convicted person or affiliate is: _____. A copy of the order of the Division Administrative Hearing is attached. **(Draw a line through paragraph 7 if paragraph 6 above applies)**

All State Civil Construction, Inc.
Name of Business

Authorized Signature

Michael R. Anderson, Treasurer
Printed Name and Title

STATE OF: Florida

COUNTY OF: Volusia

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 15 day of May, 2026, by Michael R. Anderson and who:

☒ Is personally known to me; or ☐ has produced _____ as identification.

Notary Public, State of Florida

*Printed, typed or stamped name, commission and expiration:*

HEATHER A. KNIGHT
Commission # HH 614855
Expires November 20, 2028

**FORM 7.6 – ANTI-COLLUSION**

By signing this form, the Bidder agrees that this bid is made without any other understanding, agreement or connection with any person, corporation or firm submitting a bid for the same purpose and that the bid is in all respects fair and without collusion or fraud.

SIGN in ink in the space provided below. Unsigned bids will be considered incomplete and will be disqualified and rejected.

IT IS AGREED BY THE UNDERSIGNED BIDDER THAT THE SIGNING AND DELIVERY OF THE BID REPRESENTS THE BIDDER'S ACCEPTANCE OF THE TERMS AND CONDITIONS OF THE FOREGOING SPECIFICATIONS, CONTRACT AND PROVISION, AND IF AWARDED, THIS CONTRACT WILL REPRESENT THE AGREEMENT BETWEEN THE BIDDERS AND THE CITY OF PORT ORANGE.

NAME OF FIRM: All State Civil Construction, Inc.

SIGNED BY: _____
(MUST BE SIGNED BY A COMPANY OFFICER OR AUTHORIZED AGENT)

PRINTED SIGNATURE: Michael R. Anderson

TITLE: Treasurer

ADDRESS: 1301 Beville Rd, Suite 16

CITY, STATE AND ZIP CODE: Daytona Beach, FL 32119

TELEPHONE: (386) 256-2721

F.E.I.N.: 84-4099160

**NO** bid may be withdrawn for a period of one-hundred-twenty (120) days subsequent to the submittal of the bids without the consent of the City of Port Orange.

## FORM 7.7 – STATEMENT OF BIDDER'S QUALIFICATIONS

The undersigned warrants that he or she is duly authorized to complete this document, and hereby affirms that the information contained in Form 7.7 is complete, true and correct to the best of his or her knowledge and belief. If necessary, question may be answered on separate paper and attached with any additional information that may be pertinent.

A. Name of Bidder: All State Civil Construction, Inc.

B. Permanent main office address: 1301 Beville Rd, Suite 16, Daytona Beach, FL 32119

C. Date organized: 2/10/2020

D. If a corporation, where incorporated: Florida

E. How many years have you been engaged in the business under your present firm or trade name? 6

F. Contracts on hand: (List these, showing amount of each contract and the approximate anticipated dates of completion.) **USE SEPARATE SHEET & ATTACH TO SUBMITTAL** attached

G. General character of work performed by your company: underground utilities, sitework

H. Have you ever failed to complete any work awarded to you? If so, where and why? no

I. Have you ever defaulted on a contract? If so, where and why? no

J. List your major equipment currently owned or leased: **USE SEPARATE SHEET & ATTACH TO SUBMITTAL**

K. Background and experience of the principal members of your organization, including the officers: USE **SEPARATE SHEET & ATTACH TO SUBMITTAL**

L. Credit currently available: $ 2,000,000

M. Give bank name, contact name and phone number: Intracoastal, Douglas Reece (386) 236-7443

Will you, upon request, fill out a detailed financial statement and furnish any other information that may be required by the Owner? ☒Yes ☐No

The undersigned hereby authorizes and requests any person, firm or corporation to furnish any information requested by the Owner in verification of the recitals compromising the Statement of Bidder's Qualifications.

All State Civil Construction, Inc.
Name of Business

Authorized Signature

Michael R. Anderson, Treasurer
Printed Name and Title

STATE OF: Florida

COUNTY OF: Volusia

The foregoing instrument was acknowledged before me by means of ☒physical presence or ☐online notarization, this 15 day of May, 2026, by Michael R. Anderson and who:

☒Is personally known to me; or ☐ has produced _____ as identification.

Notary Public, State of Florida

*Printed, typed or stamped name, commission and expiration:*

HEATHER A. KNIGHT
Commission # HH 614855
Expires November 20, 2028

## FORM 7.8 – PROFESSIONAL REFERENCES FOR PREVIOUS EXPERIENCE

The Bidder proposes that they are qualified to perform the referenced work and has successfully done so on recent projects similar in nature and size. The City reserves the right to check references and confirm information provided herein. **Please provide three (3) current and correct references from clients for similar services. (DO NOT include the City of Port Orange.)**

1. Company Name: see attached
   Contact Person: _____
   City, State: _____
   Telephone Number: _____
   Email Address: _____
   Description of goods/services provided: _____
   Contract Amount: _____
   Start/End Date of Contract: _____
2. Company Name: see attached
   Contact Person: _____
   City, State: _____
   Telephone Number: _____
   Email Address: _____
   Description of goods/services provided: _____
   Contract Amount: _____
   Start/End Date of Contract: _____
3. Company Name: see attached
   Contact Person: _____
   City, State: _____
   Telephone Number: _____
   Email Address: _____
   Description of goods/services provided: _____
   Contract Amount: _____
   Start/End Date of Contract: _____

## FORM 7.9 – LISTING OF SUBCONTRACTORS

The Bidder proposes that the following subcontractors are qualified to perform the referenced work and have successfully done so on recent projects similar in nature and size. All subcontractors whose work product accounts for 5% or more of the total contract value shall be listed. Upon approval of subcontractors listed, the successful **Bidder shall not substitute subcontractors without approval from the City Representative.** Bidder shall attach additional sheets as necessary.

Subcontractor No. 1

Name: Alternative Current Electric

Description of Work: Electrical

Percent of Contract Price: 6.6%

Previous Experience Together: ☑ Yes ☐ No

Subcontractor No. 2

Name: Kirton Enterprises

Description of Work: Vertical building

Percent of Contract Price: 12.1%

Previous Experience Together: ☑ Yes ☐ No

Subcontractor No. 3

Name: Boudreaux's Pro Grade LLC

Description of Work: Clearing & earthwork

Percent of Contract Price: 15.2%

Previous Experience Together: ☑ Yes ☐ No

Subcontractor No. 4

Name: T.M.W., LLC

Description of Work: Soccer field w/ fencing and netting

Percent of Contract Price: 22.5%

Previous Experience Together: ☐ Yes ☑ No

Subcontractor No. 5

Name: _____

Description of Work: _____

Percent of Contract Price: _____

Previous Experience Together: ☐ Yes ☐ No

***This document must be completed and returned with your submittal***

**FORM 7.10 SCRUTINIZED COMPANIES CERTIFICATION**

***(To be signed in the presence of a notary public or other officer authorized to administer oaths.)***

## SCRUTINIZED COMPANIES CERTIFICATION PURSUANT TO SECTION 287.135, FLORIDA STATUTES

I, Michael R. Anderson, Treasurer, on behalf
(Print Name and Title)

of All State Civil Construction, Inc. ("Company"), certify that All State Civil Construction, Inc.
(Company Name) (Company Name)

does not:
1. Participate in a boycott of Israel; and
2. Is not on the Scrutinized Companies with Boycott Israel List; and
3. Is not on the Scrutinized Companies with Activities in Sudan List; and
4. Is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; and
5. Has not engaged in business operations in Syria.

Submitting a false certification shall be deemed a material breach of contract. The City of Port Orange shall provide notice, in writing, to the Company of the City's determination concerning the false certification. The Company shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If the Company does not demonstrate that the City's determination of false certification was made in error, then the City shall have the right to terminate the contract and seek civil remedies pursuant to Florida Statute § 287.135.

Section 287.135, Florida Statutes prohibits the City from: 1) Contracting with companies for goods or services in any amount if at the time of bidding on, submitting a proposal for, or entering into or renewing a contract if the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, F.S. or is engaged in a boycott of Israel; and 2) Contracting with companies for goods or services over $1,000,000.00 that are on either the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473, or are engaged in business operations in Syria.

As the person authorized to sign on behalf of the Company, I hereby certify that the company identified above in the section entitled "Company Name" does not participate in any boycott of Israel, is not listed on the Scrutinized Companies that Boycott Israel List, is not listed on either the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List and is not engaged in business operations in Syria. I understand that pursuant to Section 287.135, Florida Statutes, the submission of a false certification may subject the company to civil penalties, attorney's fees, and/or costs. I further understand that any contract with the City for goods or services may be terminated at the option of the City if the company is found to have submitted a false certification or has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

All State Civil Construction, Inc.
COMPANY NAME

SIGNATURE

Michael R. Anderson
PRINT NAME

Treasurer
TITLE

STATE OF FLORIDA

COUNTY OF: Volusia

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 15 day of May, 2026, by Michael R. Anderson and who:

☒ Is personally known to me; or ☐ has produced _____ as identification.

_____ Notary Public, State of _____
*Printed, typed or stamped name, commission and expiration:*

HEATHER A. KNIGHT
Commission # HH 614855
Expires November 20, 2028

## FORM 7.11 – LOCAL BUSINESS AFFIDAVIT OF ELIGIBILITY

City of Port Orange

*This declaration is executed under penalty of perjury of the laws to the United States and the State of Florida*

**THIS AFFIDAVIT IS SUBMITTED IN REFERENCE TO THE FOLLOWING SOLICITATION:**

Project# *(as applicable)*: 26-07

Business Name: All State Civil Construction, Inc. Contact Person/Title: Michael R. Anderson, Treasurer

Mailing Address: 1301 Beville Rd, Suite 16 City,State,Zip: Daytona Beach, FL 32119

Phone Number: (386) 256-2721 Email address: mranderson@allstatecivilconstructionfl.com

Physical Presence of Business: ☒Headquarters ☒Principal Place of Business

Within Legal Boundaries: ☐City of Port Orange ☒Volusia County ☒State of Florida

FEIN (Federal Employer Identification Number): 84-4099160

Business Structure: ☒Corporation ☐LLC ☐Partnership ☐Sole Proprietorship ☐Other (Specify): _____

****PLEASE ATTACH A VALID BUSINESS TAX RECEIPT OR OTHER SUCH DOCUMENTATION****

ATTESTATION – I understand that:
A local supplier or contractor is interpreted as a respondent to a solicitation, which as of the date of the solicitation opening, has a valid Business Tax Receipt (BTR) issued by the City of Port Orange to do business in the City of Port Orange which authorizes the supplier or contractor to provide the goods, services, or construction to be purchased and has a physical address located within the limits of Port Orange from which the supplier or contractor operates or performs business. A Post Office Box cannot be used to establish physical address. This local preference is only used as part of a tie breaker during a formal solicitation. The City uses Sunbiz to verify a supplier or contractor's business address. Sunbiz is a database on the Florida Department of State, Division of Corporations website and can be accessed using this link:

*Exemptions from Local Preference*
Local preference is not permitted when (1) the purchase is funded, in whole or in part, by an entity prohibiting application of the preferences by grant agreement, contract or applicable federal, state or local law; or (2) emergency purchasing.

As an authorized representative of the Firm, I certify that this Firm complies fully with the above requirements.

All State Civil Construction, Inc.
Name of Business

Authorized Signature

Michael R. Anderson, Treasurer
Printed Name and Title

STATE OF: Florida

COUNTY OF: Volusia

The foregoing instrument was acknowledged before me by means of ☒physical presence or ☐online notarization, this 15 day of May, 2026, by Michael R. Anderson and who:

☒is personally known to me; or ☐ has produced _____ as identification.

Notary Public, State of Florida

*Printed, typed or stamped name, commission and expiration:*

HEATHER A. KNIGHT
Commission # HH 614855
Expires November 20, 2028

**FORM 7.12 – E-VERIFY AFFIDAVIT**

# CITY OF PORT ORANGE

## CONTRACTOR E-VERIFY AFFIDAVIT
## IN ACCORDANCE WITH SECTION 448.095, FLORIDA STATUTES

Project Name: City Center Sports Complex Expansion

Solicitation Number: 26-07

**I, the undersigned hereby certify that** All State Civil Construction, Inc. **(insert contractor company name) does not employ, contract with or subcontract with an unauthorized alien, and is otherwise in full compliance with Section 448.095, Florida Statutes.**

I acknowledge that it is my responsibility to ensure full compliance with Section 448.095, Florida Statutes. I am aware enrollment in the E-Verify system for employers can be done at .

**A true and correct copy of** All State Civil Construction, Inc. **(insert contractor company name) proof of registration in the E-Verify system is attached to this Affidavit.**

By affixing my signature below, I hereby affirm that I am duly authorized to bind the company reference herein and I will comply with all applicable E-Verify requirements.

Michael R. Anderson, Treasurer
Print or Type Name, Title

Signature of Affiant

84-4099160
Federal Employer ID Number (FEIN)

1899233
E-Verify Number

STATE OF FLORIDA

COUNTY OF: Florida

The foregoing instrument was acknowledged before me by means of ☒physical presence or ☐online notarization, this 15 day of May, 2026, by Michael R. Anderson and who:

☒ is personally known to me; or ☐ has produced _____ as identification.

Notary Public, State of Florida

*Printed, typed or stamped name, commission and expiration:*

HEATHER A. KNIGHT
Commission # HH 614855
Expires November 20, 2028

**FORM 7.13 – CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS**

## Primary Covered Transactions

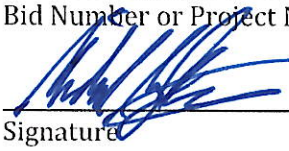
**(To be completed by Prime Contractor)**

1. The prospective participant certifies to the best of its knowledge and belief that it and its principals:
   (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by and Federal department or agency;
   (b) Have not within a three-year period preceding this proposal bee convicted for had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft forgery, bribery, falsification or destruction of records, making false statement or receiving stolen property.
   (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 1. (b) of this certification;
   (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

All State Civil Construction, Inc.
Organization Name

26-07 City Center Sports Complex Expansion
Bid Number or Project Name

Michael R. Anderson, Treasurer
Name and Title of Authorized Representative


Signature

5/15/26
Date

## FORM 7.14 – AFFIDAVIT OF COMPLIANCE WITH SECTION 287.138, FLORIDA STATUTES

### AFFIDAVIT OF COMPLIANCE WITH SECTION 287.138, FLORIDA STATUTES CONTRACTING WITH FOREIGN ENTITIES OF CONCERN

The undersigned ("Affiant"), on behalf of the entity listed below ("Entity"), hereby attests under penalty of perjury as follows:

1. Affiant is the Treasurer (Title) of All State Civil Construction, Inc. (Business Name) which does business in the State of Florida, hereinafter called the "Entity".
2. Entity is not owned by the government of a foreign country of concern, as defined in Section 287.138 (1)(c), Florida Statutes.
3. The government of a foreign country of concern does not have a controlling interest in Entity, as defined in Section 287.138 (1)(a), Florida Statutes.
4. Entity is not organized under the laws of, and does not have a principal place of business in, a foreign country of concern.
5. Entity is not owned or controlled by the government of a foreign country of concern.
6. For purposes of this affidavit, a foreign country of concern means the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolas Maduro, or the Syrian Arab Republic, including any agency of or any other entity of significant control of such foreign country of concern, as defined in Section 287.138(1)(c), Florida Statutes.

The undersigned is authorized to execute this affidavit on behalf of the Entity.

Date: May 15, 20 26 Signed: _____

Entity: All State Civil Construction, Inc. Name: Michael R. Anderson

Title: Treasurer

STATE OF: Florida COUNTY OF: Volusia

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 15 day of May, 2026, by Michael R. Anderson and who:

☒ Is personally known to me; or ☐ has produced _____ as identification.

_____

Notary Public, State of Florida at Large: (seal)

*Printed Name/Seal of Notary, Commission and Expiration Date:*

HEATHER A. KNIGHT
Commission # HH 614855
Expires November 20, 2028

My commission expires: _____

## FORM 7.15 – NO BID RESPONSE

If your company will not be submitting a bid in response to this solicitation, please complete this form and return via e-mail prior to the solicitation due date established within to:

City of Port Orange
Purchasing Division
1000 City Center Circle
Port Orange, FL 32129

This information will assist the Purchasing Division in the preparation of future solicitations.

**Solicitation: ITB #26-07 CITY CENTER SPORTS COMPLEX EXPANSION**

Company Name: _____

Contact Person Name & Title: _____

Address: _____

Telephone: _____ Email Address: _____

Please check a reason for a "no response"

☐Specifications "too tight" or geared toward on brand or manufacturer (please explain below)

☐Insufficient time to respond

☐Specifications unclear (please explain below)

☐We do not offer this product/service or an equivalent

☐Our product schedule does not permit us to perform within stated timeline for the project

☐Unable to meet specifications

☐Unable to meet bond requirements

☐Unable to hold prices firm throughout the term of the contract period

☐Unable to meet insurance requirements

☐Other: _____

Print Name: _____

Signature: _____ Date: _____

Additional Information:

_____

_____

_____

_____

If submitting this form, only this form needs to be returned. It is not necessary to return the entire solicitation package.

## APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING Certification for Contracts, Grants, Loans, and Cooperative Agreements

*(Required for each bid or offer exceeding $100,000)*

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

1. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

The Contractor, All State Civil Construction, Inc., certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.



*Signature of Contractor's Authorized Official*

Michael R. Anderson, Treasurer

*Name & Title of Contractor's Authorized Official*

Date: 5/15/26

## (ATTACHMENT 1) - SCHEDULE OF UNIT PRICING

## ITB #26-07
## CITY CENTER SPORTS COMPLEX EXPANSION

| | |
|---|---|
| **Name of Business:** | All State Civil Construction, Inc. |
| **Contact Person:** | Michael R. Anderson |
| **Email Address:** | mranderson@allstatecivilconstructionfl.com |
| **Authorized Signature:** | |

**ALL UNIT PRICING IN ACCORDANCE WITH SECTION 3 - SCOPE OF WORK**

**Bidder must fill in each cell highlighted in GREEN, leaving no blank cells; return completed, signed form with bid submittal and include on USB/thumb drive.**

| Item # | Description | Unit of Measure | Price |
|---|---|---|---|
| 1 | MOBILIZATION | LS | $ 194,426.82 |
| 2 | GENERAL CONSTRUCTION COST | LS | $ 3,380,819.20 |
| 3 | ELECTRICAL CONNECTION FOR OWNER FURNISHED LIGHTS | LS | $ 60,782.14 |
| | | Total Price | $ 3,636,028.16 |

THE GRAY SURETY

May 15, 2026

City of Port Orange
1000 City Center Circle
Port Orange, FL 32129

RE: All State Civil Construction, Inc. - 1301 Beville Road, Suite 16, Daytona Beach, FL 32119
Project: ITB #26-07 - City Center Sports Complex Expansion - Construction of Soccer Fields and Concession Stand

To Whom It May Concern:

All State Civil Construction, Inc. is a highly regarded and valued client of Surety Bond Professionals, Inc. and The Gray Casualty & Surety Company. Surety Bond Professionals, Inc. and The Gray Casualty & Surety Company are both very impressed with All State Civil Construction, Inc. experience and professionalism. Throughout their relationship, The Gray Casualty & Surety Company has provided all of the surety bonds that All State Civil Construction, Inc. clients have requested.

With respect to All State Civil Construction, Inc. bonding needs, please be advised that The Gray Casualty & Surety Company is willing to support individual projects with contract values of $4,000,000 and corresponding backlogs of approximately $6,000,000.

Naturally, as is customary within the surety industry, the approval of any bid or final bonds will be subject to a favorable underwriting review of project specifics, including contract terms, conditions, bond forms and verification of complete project financing by both All State Civil Construction, Inc. and The Gray Casualty & Surety Company at the time a bond request is made by All State Civil Construction, Inc. to its Surety.

Surety Bond Professionals, Inc. and The Gray Casualty & Surety Company strongly recommend All State Civil Construction, Inc. to you. Please feel free to contact this office at 781-559-0568 should you have any questions regarding the bonding capacity or technical ability of All State Civil Construction, Inc.

Sincerely,

Mark D. Leskanic
Attorney-in-Fact

P.O. Box 6202, Metairie, LA 70009
504-888-7790
www.graysurety.com

**THE GRAY INSURANCE COMPANY**
**THE GRAY CASUALTY & SURETY COMPANY**

## GENERAL POWER OF ATTORNEY

**Bond Number:** N/A **Principal:** All State Civil Construction, Inc.

**Project:** ITB #26-07 - City Center Sports Complex Expansion - Construction of Soccer Fields and Concession Stand

KNOW ALL BY THESE PRESENTS, THAT The Gray Insurance Company and The Gray Casualty & Surety Company, corporations duly organized and existing under the laws of Louisiana, and having their principal offices in Metairie, Louisiana, do hereby make, constitute, and appoint: **Mark D. Leskanic, Lauren Leskanic, Bette A. Botticello, Colin Warner, Matthew Leskanic, and Greg Angel of Framingham, Massachusetts jointly and severally** on behalf of each of the Companies named above its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its deed, bonds, or other writings obligatory in the nature of a bond, as surety, contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed the amount of $25,000,000.00.

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both The Gray Insurance Company and The Gray Casualty & Surety Company at meetings duly called and held on the 26th day of June, 2003.

"RESOLVED, that the President, Executive Vice President, any Vice President, or the Secretary be and each or any of them hereby is authorized to execute a power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Company bonds, undertakings, and all contracts of surety, and that each or any of them is hereby authorized to attest to the execution of such Power of Attorney, and to attach the seal of the Company; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be binding upon the Company now and in the future when so affixed with regard to any bond, undertaking or contract of surety to which it is attached.

IN WITNESS WHEREOF, The Gray Insurance Company and The Gray Casualty & Surety Company have caused their official seals to be hereinto affixed, and these presents to be signed by their authorized officers this 4th day of November, 2022.

THE GRAY INSURANCE COMPANY SEAL

By: Michael T. Gray
Michael T. Gray
President
The Gray Insurance Company

Cullen S. Piske
President
The Gray Casualty & Surety Company

THE GRAY CASUALTY & SURETY COMPANY SEAL

State of Louisiana
ss:
Parish of Jefferson

On this 4th day of November, 2022, before me, a Notary Public, personally appeared Michael T. Gray, President of The Gray Insurance Company, and Cullen S. Piske, President of The Gray Casualty & Surety Company, personally known to me, being duly sworn, acknowledged that they signed the above Power of Attorney and affixed the seals of the companies as officers of, and acknowledged said instrument to be the voluntary act and deed, of their companies.

Leigh Anne Henican
Notary Public
Notary ID No. 92653
Orleans Parish, Louisiana

Leigh Anne Henican
Notary Public, Parish of Orleans State of Louisiana
My Commission is for Life

I, Mark S. Manguno, Secretary of The Gray Insurance Company, do hereby certify that the above and forgoing is a true and correct copy of a Power of Attorney given by the companies, which is still in full force and effect. IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Company this 15th day of May , 2026 .

I, Leigh Anne Henican, Secretary of The Gray Casualty & Surety Company , do hereby certify that the above and forgoing is a true and correct copy of a Power of Attorney given by the companies, which is still in full force and effect. IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Company this 15th day of May , 2026 .

THE GRAY INSURANCE COMPANY SEAL

THE GRAY CASUALTY & SURETY COMPANY SEAL

Ron DeSantis, Governor

Melanie S. Griffin, Secretary

# STATE OF FLORIDA
# DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

## CONSTRUCTION INDUSTRY LICENSING BOARD

THE GENERAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

# ANDERSON, MICHAEL RYAN

ALL STATE CIVIL CONSTRUCTION, INC.
1301 BEVILLE ROAD
#16
DAYTONA BEACH FL 32119

**LICENSE NUMBER: CGC1525137**

**EXPIRATION DATE: AUGUST 31, 2026**

Always verify licenses online at MyFloridaLicense.com

ISSUED: 08/27/2024

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

Ron DeSantis, Governor

Melanie S. Griffin, Secretary

# STATE OF FLORIDA
# DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

## CONSTRUCTION INDUSTRY LICENSING BOARD

THE UNDERGROUND UTILITY & EXCAVATION CO HEREIN IS CERTIFIED UNDER THE PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

## ANDERSON, MICHAEL RYAN

ALL STATE CIVIL CONSTRUCTION, INC.
1301 BEVILLE ROAD
#16
DAYTONA BEACH FL 32119

**LICENSE NUMBER: CUC1225777**

**EXPIRATION DATE: AUGUST 31, 2026**

Always verify licenses online at MyFloridaLicense.com

ISSUED: 08/27/2024

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

Ron DeSantis, Governor

Melanie S. Griffin, Secretary

# STATE OF FLORIDA
# DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

## CONSTRUCTION INDUSTRY LICENSING BOARD

THE UNDERGROUND UTILITY & EXCAVATION CO HEREIN IS CERTIFIED UNDER THE PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

## MEHEGAN, CHRISTOPHER ROBERT

ALL STATE CIVIL CONSTRUCTION, INC.
1301 BELLVILLE RD STE 16
DAYTONA BEACH FL 32119

**LICENSE NUMBER: CUC1226335**

**EXPIRATION DATE: AUGUST 31, 2026**

Always verify licenses online at MyFloridaLicense.com

ISSUED: 12/03/2024

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

Ron DeSantis, Governor

Melanie S. Griffin, Secretary

FBPE
FLORIDA BOARD OF PROFESSIONAL ENGINEERS

# STATE OF FLORIDA
# DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
## BOARD OF PROFESSIONAL ENGINEERS

THE PROFESSIONAL ENGINEER HEREIN IS LICENSED UNDER THE
PROVISIONS OF CHAPTER 471, FLORIDA STATUTES

## ANDERSON, MICHAEL R.

6172 DEL RIO DRIVE
PORT ORANGE FL 32127

**LICENSE NUMBER: PE66624**

**EXPIRATION DATE: FEBRUARY 28, 2027**

Always verify licenses online at MyFloridaLicense.com

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

# Folder Details

Volusia County
FLORIDA

**Folder Name**: FPC25-000028

**Status**: Current

**Reference Number**: 26012904

**Application Date**: 2026-01-29

**Type**: Contractor Licensing - FIRE CONTRACTOR V

**Expiration Date**: 2026-06-30

**Issue Date**: 2026-01-29

**Description**: MEHEGAN, CHRIS - ALL STATE CIVIL CONSTRUCTION INC

## People Details

| Name | People Role | Address |
|---|---|---|
| All State Civil Construction Inc (Chris Mehegan) | Applicant | Chris Mehegan,All State Civil Constructior Inc 16 RD |

## Additional Information

### License Information

| | |
|---|---|
| **Participating Contractor?** | Yes |
| **State License Number** | FPC25-000028 |
| **State License Expiry** | 2026-06-30 |
| **Liability Insurance Expiry** | 2027-02-21 |
| **Property Damage Insurance Expiry** | 2027-02-21 |
| **WC Included / Excluded / Exempted** | Included |
| **Workmans Comp Insurance Expiry** | 2027-02-16 |
| **Workmans Comp Exemption Expiry** | |
| **Longshore and Harbor WC Expiry** | |

### General Information

| | |
|---|---|
| **Office in County?** | |

Information, as provided here, is not relied upon as all encompassing and is subject to change. All information may not be available at this time.

# CITY OF DAYTONA BEACH
## Local Business Tax Receipt # BT-79623

THE CITY OF DAYTONA BEACH
301 S. Ridgewood Ave., Rm 127-B
DAYTONA BEACH, FL 32114

Business Name: ALL STATE CIVIL CONSTRUCTION INC

Location: 1301 Beville Rd #16, Daytona Beach, FL 32119

Business Type: Contractor

STATE LIC# CUC1225777
STATE LIC# CGC1525137
STATE LIC # CUC1226335

DEVELOPMENT SERVICES DEPARTMENT
Business Tax Division
Phone: 386-671-8280

| | |
|---|---|
| BT-79623 | BT No |
| 8/11/2025 | Valid From |
| 9/30/2026 | Valid To |
| 8/11/2025 | Payment Date |
| $115.00 | Fee Amt |

Mail To:

ALL STATE CIVIL CONSTRUCTION INC
1301 BEVILLE RD STE 16
DAYTONA BEACH FL 32119

Local Business Tax Receipt

DISPLAY AT PLACE OF BUSINESS FOR PUBLIC INSPECTION
THE CITY DOES NOT CERTIFY OR IMPLY COMPETENCE OF BUSINESS.

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# CITY OF DAYTONA BEACH

BUS. TAX NO. BT-79623
THE CITY OF DAYTONA BEACH
301 S. Ridgewood Ave., Rm 127-B
DAYTONA BEACH, FL 32114

ALL STATE CIVIL CONSTRUCTION INC
1301 Beville Rd #16, Daytona Beach, FL 32119

*PAID RECEIPT*

| Receipt Date | Charge Name | Charge Amount | Tender Type |
|---|---|---|---|
| 8/11/2025 | BTR Sign Fees | $15.00 | Check |
| 8/11/2025 | Contractor | $100.00 | Check |
| | | Total $115.00 | |

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 02/16/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

| | |
|---|---|
| **PRODUCER**<br>Kelly White & Associates Insurance, LLC<br>1622 Hickman Road<br>Jacksonville FL 32216 | CONTACT NAME: Crystal Pounders<br>PHONE (A/C, No, Ext): 904-880-8881 FAX (A/C, No):<br>E-MAIL ADDRESS: crystal@kwhiteinsurance.com |
| | INSURER(S) AFFORDING COVERAGE — NAIC # |
| | INSURER A : Obsidian Specialty Insurance Company |
| **INSURED**<br>All-State Civil Construction, Inc.<br>1301 Beville Rd. Suite 16<br>Daytona Beach FL 32119 | INSURER B : Progressive Express Ins Company<br>INSURER C :<br>INSURER D : Manufacturers Alliance Insurance Co<br>INSURER E :<br>INSURER F : |

**COVERAGES** **CERTIFICATE NUMBER:** ALL-26021615290545 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| A | [X] COMMERCIAL GENERAL LIABILITY<br>[ ] CLAIMS-MADE [X] OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br>[ ] POLICY [X] PRO-JECT [ ] LOC<br>[ ] OTHER: | X | | PYC-GL-000005137-01 | 02/21/2026 | 02/21/2027 | EACH OCCURRENCE<br>DAMAGE TO RENTED PREMISES (Ea occurrence)<br>MED EXP (Any one person)<br>PERSONAL & ADV INJURY<br>GENERAL AGGREGATE<br>PRODUCTS - COMP/OP AGG<br>[ ] | $ 1,000,000<br>$ 100,000<br>$ 5,000<br>$ 1,000,000<br>$ 2,000,000<br>$ 2,000,000<br>$ |
| B | AUTOMOBILE LIABILITY<br>[ ] ANY AUTO<br>[ ] OWNED AUTOS ONLY [X] SCHEDULED AUTOS<br>[X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY | X | | 860828077 | 07/31/2025 | 07/31/2026 | COMBINED SINGLE LIMIT (Ea accident)<br>BODILY INJURY (Per person)<br>BODILY INJURY (Per accident)<br>PROPERTY DAMAGE (Per accident)<br>PIP | $ 1,000,000<br>$<br>$<br>$<br>$ 10,000 |
| | [ ] UMBRELLA LIAB [ ] OCCUR<br>[ ] EXCESS LIAB [ ] CLAIMS-MADE<br>[ ] DED [ ] RETENTION $ | | | | | | EACH OCCURRENCE<br>AGGREGATE<br>[ ] | $<br>$<br>$ |
| D | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [N]<br>(Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below | N/A | | 1441534Y | 02/16/2026 | 02/16/2027 | [X] PER STATUTE [ ] OTH-ER<br>E.L. EACH ACCIDENT<br>E.L. DISEASE - EA EMPLOYEE<br>E.L. DISEASE - POLICY LIMIT | <br>$ 1,000,000<br>$ 1,000,000<br>$ 1,000,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

FOR BIDDING PURPOSES ONLY

**CERTIFICATE HOLDER**

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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**All State Civil Construction, Inc. - Completed Projects**

| START | END | PROJECT | DESCRIPTION | VALUE | CLIENT | CONTACT | ADDRESS | PHONE | EMAIL |
|---|---|---|---|---|---|---|---|---|---|
| Jan-26 | Feb-26 | Beach House 325 N/ Causeway / Waterway East / Fire Line | install fire line | $ 133,494.00 | East Coast Marine Construction and Design | Michael Fletcher | 150 S. Palmetto Ave. Suite 201, Daytona Beach, FL 32114 | 386-777-7440 | mike@eastcoastmarinconstruction.com |
| Jan-26 | Feb-26 | Sanitary Sewer PEP Tank Replacement | Remove and replace (10) residential pep-tanks throughout the west-end of Ormond | $ 169,170.00 | City of Ormond Beach | Trevor Neal | 22 South Beach Street Ormond Beach, FL 32174 | 386-676-3584 | Trevor.Neal@ormondbeach.org |
| Jan-26 | Jan-26 | Cypress in the Woods | Excavate existing sewer service. Replace with new 4" SDR35 PVC pipe. Install Clean out assemblys at the connection points. Tie into existing manhole | $ 9,685.00 | Bill Shafer Plumbing | Bill Shafer | PO Box 238038, Allandale, FL 32123 | 386-767-5593 | shaferplumbing@aol.com |
| Apr-26 | Apr-26 | Eastport Business Park | stormwater repair | $ 29,130.00 | Mead & Hunt | David King | 4401 Eastport Park Way, Port Orange, FL 32127 | 386-761-6810 | david.king@meadhunt.com |
| Dec-25 | Apr-26 | Flamingo Drive | stormwater pipe repair | $ 54,730.00 | City of Ormond Beach | David Martin | 22 South Beach Street Ormond Beach, FL 32174 | 386-767-3307 | david.martin@ormondbeach.org |
| Nov-25 | Nov-25 | Charles Street | Emergency Sewer Repair | $ 63,783.65 | City of Port Orange | Steve Parnell | 1000 City Center Circle, Port Orange, FL 32129 | 386-506-5761 | sparnell@port-orange.org |
| Nov-25 | Nov-25 | Pickwick Village, Hampton Circle | sewer repair | $ 6,810.00 | Bill Shafer Plumbing | Bill Shafer | PO Box 238038, Allandale, FL 32123 | 386-767-5593 | shaferplumbing@aol.com |
| Oct-25 | Oct-25 | 1601 S. Atlantic Ave Beach House | storm drain repair | $ 80,620.00 | East Coast Marine Construction and Design | Michael Fletcher | 150 S. Palmetto Ave. Suite 201, Daytona Beach, FL 32114 | 386-777-7440 | mike@eastcoastmarinconstruction.com |
| Sept-25 | Sept-25 | Hudson Furniture, Sanford | retaining wall repair | $ 10,500.00 | Doucette Const | Jim Doucette | | 321-246-0319 | jim@doucetteconst.com |
| Aug-25 | Sept-25 | 2025 Sewer Gravity Main Repair, Utah Place | sewer repair and restoration | $ 83,950.00 | City of Palm Coast | Christoper Crawford | 2 Utility Drive, Palm Coast, FL | 386-986-2380 | ccrawford@palmcoastgov.com |
| Aug-25 | Sept-25 | Labella, 1400 N. Atlantic | storm drain, potable water, wall, sitework | $ 139,143.00 | East Coast Marine Construction and Design | Michael Fletcher | 150 S. Palmetto Ave. Suite 201, Daytona Beach, FL 32114 | 386-777-7440 | mike@eastcoastmarinconstruction.com |
| Jun-25 | July-25 | Overhead to Undergound Conversions, South Daytona | excavate backfill, conduit installation and site restoration at 8 sites along US 1 | $ 80,620.00 | Carter Electric | Bob Wiech | 231 Jean Street, Daytona Beach, FL 32114 | 386-255-1418 | bwiech@carterelectric.com |
| May-25 | Mar-26 | Mt. Calvary Baptist Church, Palm Coast | water main & directional drill | $ 62,023.86 | Mt. Calvary Baptist Church of Palm Coast | Kim Oglesby | 75 Pine Lakes Pkwy, Palm Coast, FL 32164 | | |
| May-25 | Mar-26 | Paige Ave Pickleball Facility, Phase 1, New Smyrna Beach | construction of pickleball facility at 2641 Paige Avenue, NSB | $ 790,681.18 | City of New Smryan Beach | Jesse Kobe | 210 Sams Avenue, New Smryna Beach, FL 32168 | 386-410-2600 | jkobe@cityofnsb.com |
| Mar-25 | Feb-26 | South Central Water Main Replacement | Replace 8" watermain and install new 8" re-use watermain. | $ 613,109.00 | City of Flagler Beach | Bill Freeman, PE | 105 S. 2nd Street Flagler Beach, FL 32136 | 386-517-2000 x: 230 | BFreeman@cityofflaglerbeach.com |
| Mar-25 | Sept-25 | Sanitary Sewer PEP Tank Replacement | remove & replace pep tank and associated componets | $ 307,670.00 | City of Ormond Beach | Trevor Neal | 22 South Beach Street Ormond Beach, FL 32174 | 386-767-3307 | trevor.neal@ormondbeach.org |
| Mar-25 | Oct-25 | Sanitary Sewer PEP Tank Replacement | Replacement of existing residential sanitary sewer PEP tanks. | $ 332,960.00 | City of Ormond Beach | Trevor Neal | 22 South Beach Street Ormond Beach, FL 32174 | 386-676-3584 | Trevor.Neal@ormondbeach.org |
| Feb-25 | Jan-26 | Lift Station #4 Replacement, Holly Hill | demo exisiting lift station, install new wet well, electrical, etc. | $ 985,592.31 | City of Holly Hill | Kevin Lee | 1729 Ridgewood Ave., Holly Hill, FL 32117 | | |
| Jan-25 | Sept-25 | Mavis Tire, Mount Dora | installed storm drain, sanitary sewer, potable water, irrigation, earthwork | $ 63,260.00 | American Platinum Builders | Dan Gettings | 1145 W. Airport Blvd, Sanford, FL 32773 | 407-674-7045 | solson@apbuildersusa.com |
| Jan-25 | Dec-25 | Tidal Backflow Preventers | Construct new tidal backflow preventers on city stormwater outfalls located on the Halifax River. | $ 615,960.00 | City of Holly Hill | Josef Grusauskas | 453 LPGA Boulevard Holly Hill, FL 32117 | 386-248-9463 | jgrusauskas@hollyhillfl.org |

| | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|
| Dec-24 | Jan-25 | O'Reilly LPGA | Construct new water, sewer, stormwater, and associated site components for a new commercial site. | $ | 170,650.88 | Boudreaux's Pro Grade, LLC | Chris Nieves | 705 Hope Street Ormond Beach, FL 32174 | 908-581-2620 | dale@boudreauxsprograde.com |
| Dec-24 | Apr-25 | A 1 A Utility relocation | Relocate water mains, reclaim water mains, and force main for future State Road A-1-A widening drainage conflicts. | $ | 530,000.00 | City of Ormond Beach | Alex Schumann, P.E. | 22 South Beach Street Ormond Beach, FL 32174 | 386-676-3302 | alex.schumann@ormondbeach.org |
| Dec-24 | Jan-25 | 4520 Penisula Drive Sewer Service | Construct new private sanitary sewer pump station, force main, direcctional drill, and sewer connection to public infrastructure. | $ | 43,939.00 | Charles Dunn | Charles Dunn | 14 Sunset Terrace Daytona Beach, FL 32118 | 386-341-9046 | charles.luck.dunn@gmail.com |
| Nov-25 | Jan-26 | Kelly Park, Ph 2A, Apopka | install water main and reuse water main | $ | 32,182.16 | Blue Ox Enterprises | | | 407-339-4800 | |
| Mar-24 | Oct-24 | Peel Avenue Sanitary Sewer Extension | Construct new sewer main with manholes and water services for new residential construction. Road rebuild including grading, sub base, base, milling and paving, and concrete sidewalk. | $ | 842,335.97 | Harvey Newsome Construction | Harvey Newsome | 15911 Johns Lake Rd. Clermont, FL 34711 | 352-449-8269 | hgnjr@hotmail.com |
| Jun-24 | Oct-24 | Bible Baptist Church | Construct new water, sewer, stormwater, and associated site components for a new church. | $ | 539,755.86 | Ewen Outdoor Services LLC | RJ Ewen | Deland, FL 32724 | 386-279-8975 | service@ewensoutdoors.com |
| Jul-24 | Oct-24 | Volusia County Sheriff Family Resource Center Lift Station | Construct new sanitary sewer lift station, force main, and connection to existing public sewer. Remove and dispose of existing septic system and drainfield. | $ | 182,594.65 | County of Volusia | Kamron Gardner | 3811 Tiger Bay Road Daytona Beach, FL 32124 | 386-248-1760 | KGardner@volusia.org |
| Mar-24 | Jul-24 | LPGA Weir #2 Replacement | Remove and replace existing major stormwater outfall for LPGA national golf course stromwater system. | $ | 253,838.50 | City of Daytona Beach | Frank O'Keefe | 950 Bellevue Ave. Daytona Beach, FL 32115 | 386-671-8632 | OKeefeFrank@CODB.US |
| | May-24 | Astro Roofing | Construct water, sewer, and stormwater infrastructure for a new site. | $ | 55,644.68 | RG Framing | Tim Webb | 21 Sunshine Blvd Ormond Beach, FL | 386-281-3053 | tim@rgframing.com |
| | Dec-23 | Sun and Surf Parking Lot | Construct underground exfitration stormwater system and water service for new beach parking lot. | $ | 275,365.00 | County of Volusia | Kent Kirton | 1630 Tomoka Farms Rd. Port Orange, FL | 386-341-5180 | kentkirton@kirtonenterprises.com |
| | Nov-23 | Beach House Graphics | Construct water, sewer, and stormwater infrastructure for a new site. | $ | 24,270.00 | Boudreaux's Pro Grade LLC | Chris Nieves | 705 Hope Street Ormond Beach, FL 32174 | 908-581-2620 | dale@boudreauxsprograde.com |
| | Aug-23 | Del Taco | Construct water, sewer, grease trap, and stormwater infrastructure for a new site. | $ | 186,631.12 | Drewry Site Development | Scott Drewry | 400 Venture Dr. Suite F South | 386-451-1133 | scott@drewrysite.com |
| | Aug-23 | 20" Reuse Main - Emergency Repair | Repair leaking existing 14" PVC reuse main. | $ | 74,000.00 | City of Daytona Beach | Jeff Lane | 950 Bellevue Ave. Daytona Beach, FL 32115 | 386-671-8513 | |
| | Aug-23 | 720 Marathon Way - Emergency Sewer Repair | Repair damaged sanitary sewer main, including roadway reconstruction. | $ | 32,210.60 | City of South Daytona | Mike Smith | 301 S. Ridgewood Ave Daytona Beach, FL 32114 | 386-322-3083 | |
| | Jul-23 | Louisiana Ave Office Complex | Construct water, sewer, and stormwater infrastructure for a new site. | $ | 196,762.50 | Z Properties | Chanel Magid | 219 W Comstock Ave Winter Park, FL 32789 | 407-949-8639 | chanel@zpropertiesinc.com |
| | Jul-23 | Oak Hill Post Office Sewer | Construct new sanitary sewer service lateral and connection to existing sanitary manhole. Remove and dispose of existing septic system and drainfield. | $ | 65,798.80 | Oak Hill PO Venture LLC | Robert Wolaver | 122 TILDEN AVE RICHMOND, VT 05477 | 305-304-1333 | rwolaver@icloud.com |
| | Jul-23 | Pope Avenue - Emergency Sewer Repair | Repair damaged sanitary sewer main, including roadway reconstruction. | $ | 32,717.00 | City of South Daytona | Mike Smith | 301 S. Ridgewood Ave Daytona Beach, FL 32114 | 386-322-3083 | |
| | May-23 | St. Maarten Condominium - Stormwater Repairs | Reconstruct damaged, existing 48-inch stormwater exfiltration system on beachside. | $ | 156,000.00 | East Coast Marine Construction and Design | Mike Fletcher | 150 S. Palmetto Ave, 201 Dyatona Beach, FL 32114 | 386-777-7400 | eastcoastmarineconstruction@gmail.com |
| | May-23 | Grandview Property - Daytona Beach Police Substation | Construct water and sewer service infrastructure for new site, including connect to existing sanitary sewer and water main taps. | $ | 42,007.60 | Drewry Site Development | Scott Drewry | 400 Venture Dr. Suite F South Daytona, FL 32119 | 386-451-1133 | scott@drewrysite.com |

| JOB # | JOB NAME | JOB STATUS |
|---|---|---|
| 2403 | Bible Baptist | ACTIVE |
| 2405 | Port Orange Oceans Ave. Lift Station | ACTIVE |
| 2507 | NSBUC Lift Station 60 Bypass Pump | ACTIVE |
| 2512 | Holly Hill LIFT STATION #20 BYPASS PUMP | ACTIVE |
| 2517 | Leisure Circle Sewer Replacement Project | ACTIVE |
| 2601 | Port Orange Sidewalk Gaps | ACTIVE |
| 2602 | Port Orange Williamson Willow Run Sidewalks | ACTIVE |
| 2603 | Port Orange Willow Run Harms Way to clyde Morris Sidewalks | ACTIVE |
| 2606 | Aero Apartments | ACTIVE |
| 2610 | Banana Blvd and Atlantic Ave Sewer Repairs | ACTIVE |
| 2611 | Willis Dr Sump Pump | ACTIVE |
| 2612 | Hidden Hills Drainage Improvements | ACTIVE |
| 2613 | E Graves Ave Parking Lot & Drainage | ACTIVE |

# All State Civil Construction Equipment List

| ASCC ID # | YEAR | MAKE | MODEL | SERIAL # / VIN # | SN/VIN |
|---|---|---|---|---|---|
| **LOADERS** | | | | | |
| L-1 | 1996 | Komatsu | WA250 Wheel Loader | A66067 | SN |
| L-2 | 2016 | Komatsu | WA270-7 Wheel Loader | ***1125 | SN |
| L-3 | 2019 | Komatsu | WA270-8 Wheel Loader | A28877 | SN |
| **EXCAVATORS** | | | | | |
| EX-1 | 2023 | John Deere | 50G - Compact Excavator | 1FF050GXHPH299477 | SN |
| EX-2 | 2019 | Komatsu | PC88 - Excavator w/ 36" and 18" Buckets | ***8340 | SN |
| EX-3 | 2021 | Komatsu | PC210 - Hydraulic Excavator | ***1369 | SN |
| EX-4 | 2019 | Komatsu | PC360 LC - 11 - Excavator | A37651 | SN |
| **SKID STEERS** | | | | | |
| L-4 | 2021 | CAT | 299D - Compact Track Loader | | |
| **ROLLERS** | | | | | |
| R-1 | 2025 | Volvo | SD45B Roller | VCE0S45BC0S230179 | SN |
| **TRUCKS** | | | | | |
| T-1 | 2019 | Ford | F250 | ***9927 | VIN |
| T-2 | 2022 | Ford | F250 | ***4746 | VIN |
| T-3 | 2024 | Chevrolet | 2500 (Silverado) | ***4107 | VIN |
| T-4 | 2021 | Ford | F450 Flatbed | ***9438 | VIN |
| **TRAILERS** | | | | | |
| TR-1 | 2022 | Kaufman | 30' Gooseneck Trailer | ***0342 | VIN |
| TR-2 | 2020 | Diamond | 7x16' Cargo Trailer | | |
| TR-3 | 2023 | Rock Solid | 7X12' Trailer | 7H2BE122XPD049115 | VIN |
| TR-4 | | Top Hat | 14' - 5 yd Dump Trailer | 4R7GD1424HT167396 | VIN |
| WT-1 | 2019 | | Water Tank Trailer | 54UTW1325KP000292 | VIN |
| P-1 | | MWI | 4" Trailer Mounted Pump | | |
| | 2016 | | 300AMP Towable gas/diesel ARC Welder | ***8047 | SN |
| **SMALL TOOLS** | | | | | |
| TM-1 | 2019 | WACKER | Impact TAMP | ***5311 | SN |
| TM-2 | 2021 | WACKER | BS60-4AS - Jumping Jack | 11304887 | SN |
| TM-3 | | Stihl | TS-420 Concrete Saw | 94552463 | SN |
| TM-4 | | Stihl | TS-420 Concrete Saw | 93625547 | SN |
| SF-1 | | Briggs & Stratton | AL9505 Centrifungal Gas Blower w/ duct hose | 539041 | SN |
| | | | SA019-11004 7' Adjustable Tripod Kit | 01911004 | SN |
| | | | Pipe Laser | | |
| | | | Truck Equipment Boxes | | |
| | 2025 | Top-Con TP-L6 | Laser, Pipe, TP-L6B, Red Beam, LED Plumb Alignment | P2007972 | SN |
| **ATTACHMENTS** | | | | | |
| | 2023 | Linder Hensley | 18" Bucket, Excav 45K | ***0966 | SN |
| | | Linder Hensley | 48" 1.85CU CY Bucket | ***0966 | SN |
| | | | | | |

An official website of the United States government Here's how you know



# My Company Profile

## Company Information

**Company Name**
All State Civil Construction, Inc

**Doing Business As (DBA) Name**
All State Civil Construction, Inc

**Company ID**
1899233

**Enrollment Date**
Oct 04, 2022

**Employer Identification Number (EIN)**
844099160

**Unique Entity Identifier (UEI)**
---

**DUNS Number**
---

**Total Number of Employees**
5 to 9

**NAICS Code**
221

**Sector**
Utilities

**Subsector**
Utilities

Edit Company Information

## Employer Category

**Employer Category**
None of these categories apply

Edit Employer Category

## Company Addresses

**Physical Address**
1301 Beville Rd.
16
Daytona Beach, FL 32119

**Mailing Address**
Same as Physical Address

Edit Company Addresses

## Hiring Sites

**Number of Sites**
1

Edit Hiring Sites

## Company Access

**My Company is configured to:**
Verify Its Own Employees

**Memorandum of Understanding**
View Current MOU

Form **W-9**
(Rev. March 2024)
Department of the Treasury
Internal Revenue Service

# Request for Taxpayer Identification Number and Certification

**Go to *www.irs.gov/FormW9* for instructions and the latest information.**

**Give form to the requester. Do not send to the IRS.**

**Before you begin.** For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See *Specific Instructions* on page 3.

1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)

All State Civil Construction, Inc.

2 Business name/disregarded entity name, if different from above.

3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor ☐ C corporation ☑ S corporation ☐ Partnership ☐ Trust/estate

☐ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) . . . . .

**Note:** Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.

☐ Other (see instructions)

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any)

Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any)

*(Applies to accounts maintained outside the United States.)*

3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions . . . . . ☐

5 Address (number, street, and apt. or suite no.). See instructions.

1301 Beville Road, #16

Requester's name and address (optional)

6 City, state, and ZIP code

Daytona Beach, FL 32119

7 List account number(s) here (optional)

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

**Social security number**

| | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|
| | | | – | | | – | | | | |

**or**

**Employer identification number**

| | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|
| 8 | 4 | – | 4 | 0 | 9 | 9 | 1 | 6 | 0 |

## Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

**Sign Here** | **Signature of U.S. person** [signature] **Date** 01-01-2026

# General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

## What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

## Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

RON DESANTIS
GOVERNOR

Florida Department of Transportation
605 Suwannee Street
Tallahassee, FL 32399-0450

JARED W. PERDUE, P.E.
SECRETARY

May 06,2026

ALL STATE CIVIL CONSTRUCTION, INC.
1301 BEVILLE ROAD
DAYTONA BEACH, FLORIDA 32119

**RE: CERTIFICATE OF QUALIFICATION**

The Department of Transportation has qualified your company for the type of work indicated below.

**FDOT APPROVED WORK CLASSES:**
DRAINAGE, GRADING, GRASSING, SEEDING AND SODDING, SIDEWALK, Curb & Gutters, Driveways, Grout Injection, Lift Stations, Pressure Grout, Rehabilitation of Concrete Pavement, Pile Driving, Rip Rap, Rubble Rip Rap, Tree Removal, Underground Utilities (Water & Sewer)

Unless notified otherwise, this Certificate of Qualification will expire **6/30/2027.**

In accordance with Section 337.14(1), Florida Statutes, an application for qualification must be filed within (4) months of the ending date of the applicant's audited annual financial statements.

If the company's maximum capacity has been revised, it may be accessed by logging into the Contractor Prequalification Application System via the following link:
**HTTPS://fdotwp1.dot.state.fl.us/ContractorPreQualification**

Once logged in, select "View" for the most recently approved application, and then click the "Manage" and "Application Summary" tabs.

The company may apply for a Revised Certificate of Qualification at any time prior to the expiration date of this certificate according to Section 14-22.0041(3), Florida Administrative Code (F.A.C.), by accessing the most recently approved application as shown above and choosing "Update" instead of "View." If certification in additional classes of work is desired, documentation is needed to show that the company has performed such work.

All prequalified contractors are required by Section 14-22.006(3), F.A.C., to certify their work underway monthly in order to adjust maximum bidding capacity to available bidding capacity. You can find the link to this report at the website shown above.

Sincerely,

James E. Taylor II

James E. Taylor II, Prequalification Supervisor
Contracts Administration Office

JTII

# Chris Mehegan

President

## Experience

2000-2015
**Project Manager at Orion Construction Company**
Install Underground Utilities, Directional Drill, Clean & CCTV Sewer and Storm. Clean and maintenance Lift Stations

2015-2017
**Pipe Foreman at Tomoka Construction**
Install Underground utilities

2017-2019
**Superintendent at Mercon Construction**
Oversee projects from start to finish. Material orders. In charge of all subcontractors

2019- Present
**President at All State Civil Construction**

**Lic# CUC1226335**

Oversee company. Bid, purchase material, and install utilities

## Education

1994-1998
**Spruce Creek High School**

## Skills

- Creativity
- Leadership
- Organization
- Problem solving
- Teamwork

## Contact

1301 Beville Rd. Suite16
Daytona Beach, FL 32119
386-256-2721

**Michael R. Anderson, P.E., C.G.C.**
*Professional Engineer, General Contractor*
*6172 Del Rio Drive, Port Orange, FL 32127*
*386-299-6641*
*mranderson@bonedryflorida.com*

## AREAS OF EXPERTISE

- State of Florida Licensed Civil Engineer
- State of Florida Certified General Contractor
- State of Florida Certified Underground Utility Contractor
- Heavy Civil Construction Project Management
- FDOT Heavy Civil Construction Project Manager
- Civil Design / Land Development
- Site and Underground Utilities Construction
- Computer Automated Design and Drafting
- Construction Document Preparation
- Design Project Management
- Construction Engineering Inspection
- Permitting
- Heavy Equipment Operator
- Construction Material Sales

## LOCATION OF RESIDENCE

- Port Orange, FL

## EDUCATION

- A.A., Pre-Engineering, Pensacola Junior

## REPRESENTATIVE EXPERIENCE

Mr. Anderson's 24 years of experience in heavy civil construction and civil engineering land development design encompasses a wide variety of projects with depth, ranging from new construction on undisturbed land to re-development. He has an expansive career involved with underground utilities, FDOT roadways and trail projects to stormwater master plans, urban land development, site design and development, and various other miscellaneous civil engineered projects. His experience includes but is not limited to: general site and civil infrastructure design and construction; design build; maintenance of traffic and pedestrians; erosion and sedimentation countermeasures; stormwater infrastructure design, modeling, permitting, and construction; complete construction document preparation, permitting, and construction; heavy civil project management; management of sub-consultants (architectural, geotechnical, structural, environmental, and surveying), management of sub-contractors (underground utilities, grading, paving, signage and striping, signalization, specialty, etc.); plan review and quantity takeoffs; cost estimating; preparation of project specifications; bid cost proposal preparation; construction inspection and construction administration. His permitting experience includes: Water Management Environmental Resource and Construction Dewatering Permits; Florida Department of Environmental Protection permits (NPDES permits, Coastal Construction Control Line permits, and construction permits for water, sewer, and stormwater); the Florida Fish and Wildlife Conservation Commission marine and gopher tortoise permits; Florida Department of Transportation driveway and utility connection permits; local site plan permits; and building permits for construction.

**Relevant project experience:**

- **Fountain Beach Resort Parking Lot Improvements (Daytona Beach, FL):** This was a private project for the International Beach Club Condo Association that Mr. Anderson completed with Bone Dry Dewatering, LLC. This $68,000 project consisted of demolishing an existing mini-golf course and constructing a 4,500 square feet parking lot using grass filled turf-blocks for the drivable surface. The project also included the construction of a 40 feet long by five feet high solid-filled concrete masonry unit wall with footer, concrete sidewalks and curbing, landscaping and irrigation, and paver installation. Mr. Anderson was responsible for estimating and procurement of all materials, labor, and sub-contractors required to complete the project. He was also the onsite superintendent and heavy equipment operator that completed the project. This project was completed on-time and within budget.

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College, 1999
- B.S., Agricultural and Biological Engineering, University of Florida, 2001
- Sales Engineering Certificate, University of Florida, 2001

## REGISTRATION

- Professional Engineer, State of Florida (66624)
- State of Florida Certified General Contractor (CGC1525137)
- State of Florida Certified Underground Utility & Excavation Contractor (CGC1225777)
- Florida Department of Environmental Protection – Stormwater, Erosion, and Sedimentation Control Inspector (8119)
- Advanced MOT

## PROFESSIONAL HISTORY

- All State Civil Construction, Inc., Owner/Project Manager/Estimator, 2021 – Present
- Zahn Engineering, Project Engineer, 2020 - 2023
- Bone Dry Dewatering, LLC, Owner/Project Manager, 2016 - Present

- **CRA Utility Undergrounding Streetscape & Stormwater Improvements – Phase IIA (Flagler Beach, FL):** Mr. Anderson was the construction project manager for the general contractor (Westwind Contracting, Inc.) awarded this City of Flagler Beach Capital Improvement Project. The project was approximately $1.3 million, located in downtown Flagler Beach, and included downtown redevelopment of City streets with the installation of new stormwater drainage infrastructure and exfiltration pipes. This project also included the construction of an underground stormwater exfiltration retention area consisting of several rows of 36-inch diameter perforated, corrugated HDPE exfiltration pipe, potable water replacement, sanitary sewer replacement, sidewalk and driveway removal and replacement, turf-block parking installation, and complete roadway rebuild and paving. Mr. Anderson was responsible for all aspects of procurement of equipment, materials, and manpower. He was also responsible for scheduling, budgeting, budget tracking, billing, and collection for the project. In addition, Mr. Anderson was responsible for coordinating and contracting with sub-contractors that were required to complete the work. This project was completed on-time and within budget.

- **East 7th Avenue Drainage Improvements (Mount Dora, FL):** Mr. Anderson was the construction project manager at Masci General Contractor, Inc. who was responsible for constructing the project. This project was a City of Mount Dora Capital Improvement Project costing approximately $1.8 million located in downtown Mount Dora. It consisted of the installation of new stormwater drainage infrastructure, including an underground stormwater exfiltration retention area, constructed of several rows of 102" diameter perforated corrugated metal exfiltration pipes, located in Donnelly Park. The project also included potable water main relocations, sanitary sewer main and service relocations, sidewalk and driveway removal and replacement, concrete slabs, and complete roadway rebuild, including paving. Mr. Anderson was responsible for all aspects of procurement of equipment, materials, and manpower. He was also responsible for scheduling, budgeting, budget tracking, billing, and collection for the project. In addition, Mr. Anderson was responsible for coordinating and contracting with subcontractors that were required to complete the work. This project was completed on time and within budget.

- **Atlantic Avenue Sidewalk (Wilbur by the Sea, FL):** This was a Volusia County Capital Improvements project that Mr. Anderson

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- Quentin L. Hampton Associates, Project Manager, 2016 – 2017
- Masci General Contractors, Inc., Project Manager, 2014-2016
- City of Port Orange, FL, Community Development Engineer, 2012-2014
- Westwind Contracting, Inc., Bunnell, FL, Project Manager and Staff Engineer, 2009 - 2012
- Singhofen & Associates, Inc., Palm Coast, FL, Branch Manger/Project Manager/Project Engineer, 2004 - 2008
- CPH Engineers, Inc., Palm Coast, FL, Project Engineer, 2003 - 2004
- LBFH, Inc., West Palm Beach, FL, Project Engineer, 2002 - 2003
- University of Florida, Gainesville, FL, Engineering Intern Research Assistant, 2001
- United States Navy, Hospital Corpsman, 1990 - 1994

## AFFILIATIONS

- Order of the Engineer, 2001 - Present
- American Society of Civil Engineers, 2002 -

was the construction project manager for Masci General Contractor, Inc., the awarded general contractor. The project was approximately one mile long for a cost of $2.8 million, which included the installation of new concrete sidewalks, new stormwater drainage infrastructure, including inlets and 24-inch diameter exfiltration pipes, and new road re-construction. The project also included the construction of a new 8-inch potable water main which was intended to replace an older active water main that conflicted with the proposed drainage infrastructure. New water service connections were required for all the existing utility customers that were located within the project area. Mr. Anderson was responsible for all aspects of procurement of equipment, materials, and manpower. He was also responsible for scheduling, budgeting, budget tracking, billing, and collection for the project. In addition, Mr. Anderson was responsible for coordinating and contracting with subcontractors that were required to complete the work. This project was completed on time and within budget.

- **SR-426 (Aloma Ave) and SR -436 (Semoran Blvd) Intersection Improvements (Winter Park, FL):** Mr. Anderson was the construction project manager for the general contractor, Masci General Contractor, Inc., responsible for constructing this FDOT heavy civil roadway reconstruction project. The project was over $2.8 million and included the complete demolition and rebuilding of one of the busiest intersections in Orange County. The project included demolition, new roadway construction, concrete curbs, medians, and sidewalks, large stormwater pipe and inlet construction, and the installation of a new signalization system with the demolition of the old. Due to traffic loads, this project was primarily constructed at night and often required the complete closure of the intersection, which Mr. Anderson was entirely responsible for completing safely. He was responsible for project material and sub-contractor buy-out, project scheduling, site supervision, and overall project management. He was also responsible for budgeting, budget tracking, billing, and collection for the project. In addition, Mr. Anderson was responsible for coordinating and contracting with subcontractors that were required to complete the work. This project was completed on time and within budget.

- **Graham Swamp Multi-Use Trail (City of Palm Coast):** Mr. Anderson was the construction manager for the general contractor, Westwind Contracting, Inc., responsible for building the project.

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present

- Florida Engineering Society, 2002 - Present
- National Society of Professional Engineers, 2002 - Present

The project was an approximately $1.2 million Capital Improvement Project located in the City of Palm Coast and included a multi-use pathway with boardwalks and steel bridges crossing major drainage canals. Mr. Anderson was responsible for project estimating and bidding, project material and sub-contractor buy-out, project scheduling, site supervision, and overall project management. He was also responsible for budgeting, budget tracking, billing, and collection for the project. In addition, Mr. Anderson was responsible for coordinating and contracting with subcontractors that were required to complete the work. This project was completed on time and within budget.

- **Tensolite Expansion (St. Augustine):** Mr. Anderson was the construction project manager for Westwind Contracting, Inc. on this private project. The project consisted of civil site work related to an 18,750 square feet manufacturing building addition. The project was valued at approximately $1 million and included construction of underground stormwater drainage infrastructure, storm water ponds, new curbing, and roadway and parking lot construction. As an issue became apparent, Mr. Anderson became responsible for the project storm water design revisions during construction. He was also responsible for estimating and bidding, project material and sub-contractor buy-out and coordination, project scheduling, site supervision and labor, heavy equipment operation, 3-dimensional earthwork modeling, and overall project management. This project was completed on time and within budget.

- **East Central Regional Rail Trail Segment 1 & 2 (Volusia County):** Mr. Anderson was the construction project manager for Westwind Contracting, Inc., who was awarded the project. This $2.1 million project was a Volusia County Local Agency Program Capital Improvements Project located in Enterprise, Florida and was a critical link to the Florida East Central Regional Trail system. It included over 6-miles of an asphalt paved multi-use path and boardwalks located on an old railroad bed through undeveloped wooded areas. This project also included concrete driveways and curbing, grading, stormwater drainage installation, signage and striping, and fence construction Mr. Anderson was responsible for all aspects of the project including estimating and bidding, project material and sub-contractor buy-out, project scheduling, site supervision and labor, heavy equipment operation, and overall project management. This project was completed on time and within budget.

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- **Herbert Street Sidewalk Southside (Port Orange, FL):** City of Port Orange Project Manager for a new sidewalk Capital Improvements Project. This project was a City project and included the construction of approximately 0.6 miles of new eight-feet wide concrete sidewalk, concrete driveways, and concrete retaining walls. Mr. Anderson also performed as the Construction Engineering Inspection manager, inspector, and LAP administration during construction. This project was completed by the Contractor on-time and under budget.

- **Seminole Wekiva Multi-Use Trail:** This project was a Seminole County Capital Improvement, Local Agency Program project which Mr. Anderson was the construction project manager for the general contractor awarded the project, Masci General Contractor, Inc. This project was approximately $2.4 million and included the construction of an asphalt paved multi-use pathway along an old railroad bed. The project also included new retaining walls with handrails, signage, striping, and gopher tortoise relocation efforts prior to construction activities. Mr. Anderson was responsible for all aspects of the project including but not limited to estimating and bidding, project material and sub-contractor buy-out, project scheduling, site supervision and labor, equipment operation, and overall project management. This project was completed on-time and within the budgeted amount.

- **SR-600 John Young Parkway (Kissimmee, FL):** Mr. Anderson was the construction project manager for Masci General Contractor, Inc., the general contractor responsible for constructing this 1.4 mile FDOT heavy civil roadway reconstruction project. The project was over $14 million and included the complete demolition and rebuilding of SR-600 (John Young Parkway) from US 192 to Clay Street. It also included the construction of new stormwater ponds and infrastructure, removal and replacement of potable water and sanitary sewer mains. Mr. Anderson was responsible for all aspects of the project including procurement of equipment, materials, and manpower. He was also responsible for obtaining construction dewatering permits, scheduling, budgeting, budget tracking, billing, and collection for the project. In addition, Mr. Anderson was responsible for coordinating and contracting with sub-contractors that were required to complete the work. During this project, because of design issues, the FDOT requested Mr. Anderson to provide an engineering design for the projects main stormwater outfall for the project and the relocation of an active water main,

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which were both permitted and constructed. This project was completed on-time and within the budgeted amount.

- **Kissimmee Multi-Use Trail:** Mr. Anderson was the construction project manager for Westwind Contracting, Inc., which was a sub-contractor to the general contractor awarded this City of Kissimmee Capital Improvement Project. The sub-contracted scope of work was approximately $800,000 and consisted of constructing only the site work portion of the project. Mr. Anderson's scope included installation of stormwater drainage infrastructure, roadway construction, including an asphalt paved multi-use pathway, concrete sidewalk construction, and FDOT style retaining walls. Mr. Anderson was responsible for project estimating and bidding, project material and sub-contractor buy-out and coordination, project scheduling, site supervision and labor, and overall project management. This project was completed on-time and within budget.

- **Additional Construction Project Experience:** Mr. Anderson has worked as the construction project manager on many other heavy civil, utility, and site construction projects, all of which were similar in nature varying in value from $30,000 to $5.5 million. These projects generally consisted of demolition, the installation of stormwater drainage infrastructure, construction of new water and sewer mains, relocating utilities, concrete curb, medians, sidewalk and driveway construction, grading, road building and rebuilding, retaining walls, etc. Most of these projects included material and sub-contractor quote solicitation and buy-out, in addition to many other project management tasks required to complete a heavy civil project.

## REPRESENTATIVE SOFTWARE

Mr. Anderson's experience with respect to software includes Earthwork 3D, stormwater modeling using ICPR version 3, secondary drainage system design using Hydraflow, Autodesk Field Survey, and computer aided design using AutoCAD, AutoCAD Civil 3D, and MicroStation. In addition, he is proficient in the use of many other computer programs including MathCAD and many Microsoft Office tools such as Word, Excel, PowerPoint, and Project.

# HEATHER A. KNIGHT

PROJECT COORDINATOR


## CONTACT

386-241-5383

Port Orange, FL


## PROFILE

Construction Consultant & Project Coordinator, utilizing my 30+ years of experience in creating and executing successful construction projects. My goal is to deliver exceptional results and exceeding goals for the company.

## SKILLS

Organizational Management
Project Coordination
Communication
Strategic Thinking

## EDUCATION

Oviedo High School
Diploma Class of 1996

## EXPERIENCE

Masci General Contractor, Inc.
**2010-2019; 2024-2025**
Estimating and Project Coordinator for projects ranging from $100,000 to $100M. Worked for several municipalities including FDOT. These projects included underground utilities and asphalt paving.

SEMA Construction, Inc.
**2008-2010**
Estimating and Project Coordinator for projects ranging from $100,000 to $100M. Started in the field on a FDOT project on I-4. My work consisted of road and bridge projects. Opened the Orlando office and continued as an Office Manager/Project Coordinator/Estimating Coordinator and EEO Officer.

Jon M Hall Company
**2007-2008**
Handled all areas of Project Coordination for Commercial & Residential Sitework.

The Middlesex Corporation
**2005-2007**
Assistant Project Manager in the field on US 192 in Kissimmee. Got transferred to the asphalt trucking dispatcher where I handled the day to day of all paving operations.

Hubbard Construction Company

**1998-2005**

Assistant Contracts Administrator for the entire company statewide. Handled all FDOT projects including all subcontracts and purchase orders. This includes being the administrator for the company's project management software.

Yovaish Engineering Sciences

**1997-1998**

Administrative Assistant. Created testing reports.

Hall & Fields Excavating

**1996-1997**

Administrative Assistant. Data entry, payroll, AP/AR, and dispatching

Port Orange, FL 386-453-5989

# Terry McDaniel

SUPERINTENDENT

## CERTIFICATIONS

Excavation Competent Person Training
Construction Confined Space Entrant & Attendant

## HISTORY

I have been in the construction industry for 35 years. This has included working on projects ranging in value from $100,000 to $50M. I have been everything from a laborer, foreman, superintendent and project manager.

## FUNCTIONAL SKILLS

Project management & supervision
Jobsite Safety
Budget planning
Communication
Problem-solving

## EXPERIENCE

My work experience has been for several different municipalities. My projects have included several scopes including the following: Underground Utilities, Wastewater Treatment Plants, Lift Stations, Grading/Excavation/Earthwork, Concrete Flatwork, Pressure Grout/Grout Injection, Asphalt Paving of side streets and turn lanes, Pile Driving, Seawalls and Retaining Walls.

Edgewater, FL 386-481-3342

# Justin Conner

SUPERINTENDENT

## CERTIFICATIONS

Excavation Competent Person Training
Construction Confined Space Entrant & Attendant

## HISTORY

I have been in the construction industry for 25 years. This has included working on projects ranging in value from $100,000 to $3M. I have been everything from a laborer, foreman, and superintendent.

## FUNCTIONAL SKILLS

Project management & supervision
Jobsite Safety
Budget planning
Communication
Problem-solving

## EXPERIENCE

My work experience has been for several different municipalities. My projects have included several scopes including the following: Underground Utilities, Grading/Excavation/Earthwork, Concrete Flatwork, Pressure Grout/Grout Injection, Asphalt Paving of side streets and turn lanes, Retaining Walls, etc.

**BID BOND**

**BID BOND**

Bond No.: N/A

KNOW ALL MEN BY THESE PRESENTS that All State Civil Construction, Inc., as Contractor, duly authorized to conduct business in the State of Florida, whose principal place of business is located at 1301 Beville Rd., Suite 16, Daytona Beach, FL 32119 , Tel.: 386-256-2721, (hereinafter called "PRINCIPAL"), and The Gray Casualty and Surety Company, as SURETY, duly authorized to conduct business in the State of Florida, whose principal place of business is located at P.O. Box 6202, Metairie, LA 70009 - 6202, Tel: (504) 888-7790 (hereinafter called "SURETY"), are held and firmly bound unto the City of Port Orange, Florida, as CITY, a Florida municipal corporation, whose address is City of Port Orange, 1000 City Center Circle, Port Orange, Florida 32129, Tel: (386) 506-5501, (hereinafter called "OBLIGEE" or CITY", in the penal sum of Five Percent of Attached Bid dollars and (N/A)/100 ($5%), lawful money of the United States, for the payment of which sum shall and truly be made, whereof PRINCIPAL and SURETY bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that, whereas the Principal has submitted the accompanying bid, dated May 15, 2026, for:

**Project Name/Bid No.:** 26-07

**Project Address:** Port Orange, FL 32129

**Legal Description:** CITY CENTER SPORTS COMPLEX EXPANSION

**Description of Work:** TWO (2) MULTI-PURPOSE FIELDS WITH LIGHTS, A SUPPORT BUILDING (RESTROOM, CONCESSION AND STORAGE) AND PARKING.

NOW, THEREFORE,

A. If the Principal shall not withdraw said bid withing one hundred twenty (120) days after date of opening of the same, and shall within ten (10) days after the prescribed forms are presented to it for signature, enter into a written contract with the City in accordance with the bid as accepted, and give bonds with good and sufficient surety or sureties, as may be required, for the faithful performance and proper fulfillment of such contract, then the above obligations shall be void and of no effect, otherwise to remain in full force and virtue.

B. In the event of the withdrawal of said bid within the period specified, or the failure to enter into such contract and give such bonds withing the time specified, if the principal shall pay the City the difference between the amount specified in said bid and the amount for which the City may procure the required work and supplies. If the latter amount be in excess of the former, then the above obligations then the above obligations shall be void and of no effect, otherwise to remain in full force and virtue.

IN WITNESS WHEREOF, the above parties have executed this instrument under their several seals, this 15th day of May, 2026, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

*Note: If the firm is a sole ownership or partnership including limited liability company, two (2) witnesses are required to attest the signature. If the firm is a corporation, then the corporate secretary shall attest and affix the corporate seal (Attach power of attorney to the original bid bond and financial statement of Surety Company).*

PRINCIPAL: All State Civil Construction, Inc.

Signature

MICHAEL ANDERSON, TREASURER

Corporate Officer & Title

ATTEST:

Signature

Rebecca Keziah

Corporate Secretary (Affix Corporate Seal)

WITNESSES:

Cohle Fortie

SURETY: The Gray Casualty and Surety Company

Attorney-in-Fact (signature)

Mark D. Leskanic, Attorney-in-Fact

Name & Title

Greg Angel

Name of Local Resident Agent

Fort Lauderdale, FL 33301

City, State, Zip

781-559-0568

Telephone:

A.M. Best No.: A- (Excellent) NAIC No.: 10671

ATTEST:

Signature

Bette A. Botticello

Corporate Secretary (Affix Corporate Seal)

STATE OF Massachusetts

COUNTY OF Middlesex

Before me this day personally appeared Mark D. Leskanic (affiant), who, being duly sworn, deposes and says that he/she is the Attorney-in-Fact for the The Gray Casualty and Surety Company (corporate surety) and that this person has been authorized by The Gray Casualty and Surety Company (corporate surety) to execute the foregoing bond on behalf of the Contractor named therein in favor of the City of Port Orange, Florida.

Signature of Affiant

The foregoing instrument was acknowledged before me by means of ☐physical presence or ☐online notarization, this 15th day of May, 2026, by Mark D. Leskanic and who:

☑Is personally known to me; or ☐ has produced _____ as identification.

Notary Public, State of Massachusetts

Printed, typed or stamped name, commission and expiration:

ANDREA HUGHES
Notary Public, Commonwealth of Massachusetts
My Commission Expires October 26, 2029

**END OF BID BOND**

***This document must be completed and returned with your Submittal***

**THE GRAY INSURANCE COMPANY**
**THE GRAY CASUALTY & SURETY COMPANY**

# GENERAL POWER OF ATTORNEY

**Bond Number:** N/A **Principal:** All State Civil Construction, Inc.

**Project:** 26-07 - City Center Sports Complex Expansion

KNOW ALL BY THESE PRESENTS, THAT The Gray Insurance Company and The Gray Casualty & Surety Company, corporations duly organized and existing under the laws of Louisiana, and having their principal offices in Metairie, Louisiana, do hereby make, constitute, and appoint: **Mark D. Leskanic, Lauren Leskanic, Bette A. Botticello, Colin Warner, Matthew Leskanic, and Greg Angel of Framingham, Massachusetts jointly and severally** on behalf of each of the Companies named above its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its deed, bonds, or other writings obligatory in the nature of a bond, as surety, contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed the amount of $25,000,000.00.

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both The Gray Insurance Company and The Gray Casualty & Surety Company at meetings duly called and held on the 26th day of June, 2003.

"RESOLVED, that the President, Executive Vice President, any Vice President, or the Secretary be and each or any of them hereby is authorized to execute a power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Company bonds, undertakings, and all contracts of surety, and that each or any of them is hereby authorized to attest to the execution of such Power of Attorney, and to attach the seal of the Company; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be binding upon the Company now and in the future when so affixed with regard to any bond, undertaking or contract of surety to which it is attached.

IN WITNESS WHEREOF, The Gray Insurance Company and The Gray Casualty & Surety Company have caused their official seals to be hereinto affixed, and these presents to be signed by their authorized officers this 4th day of November, 2022.

THE GRAY INSURANCE COMPANY SEAL

By: Michael T. Gray
President
The Gray Insurance Company

Cullen S. Piske
President
The Gray Casualty & Surety Company

THE GRAY CASUALTY & SURETY COMPANY SEAL

State of Louisiana
ss:
Parish of Jefferson

On this 4th day of November, 2022, before me, a Notary Public, personally appeared Michael T. Gray, President of The Gray Insurance Company, and Cullen S. Piske, President of The Gray Casualty & Surety Company, personally known to me, being duly sworn, acknowledged that they signed the above Power of Attorney and affixed the seals of the companies as officers of, and acknowledged said instrument to be the voluntary act and deed, of their companies.

Leigh Anne Henican
Notary Public
Notary ID No. 92653
Orleans Parish, Louisiana

Leigh Anne Henican
Notary Public, Parish of Orleans State of Louisiana
My Commission is for Life

I, Mark S. Manguno, Secretary of The Gray Insurance Company, do hereby certify that the above and forgoing is a true and correct copy of a Power of Attorney given by the companies, which is still in full force and effect. IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Company this 15th day of May , 2026 .

I, Leigh Anne Henican, Secretary of The Gray Casualty & Surety Company , do hereby certify that the above and forgoing is a true and correct copy of a Power of Attorney given by the companies, which is still in full force and effect. IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Company this 15th day of May , 2026 .

THE GRAY INSURANCE COMPANY SEAL

THE GRAY CASUALTY & SURETY COMPANY SEAL

CITY OF PORT ORANGE
PURCHASING DIVISION
1000 CITY CENTER CIRCLE
PORT ORANGE, FLORIDA 32129
TELEPHONE 386-506-5717
purchdiv@port-orange.org

# ADDENDUM # 1
## MAY 8, 2026

## ITB #26-07 CITY CENTER SPORTS COMPLEX EXPANSION

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**To All Bidders:**

The following changes, clarifications and additions are hereby made part of the bidding and specifications for the above referenced project and prepared by the City of Port Orange Purchasing Division as fully and completely as if the same were fully set forth therein. It is the sole responsibility of bidder to confirm that all addenda have been received prior to submitting bid and acknowledge such in the bid documents.

**A. CHANGES TO ITB DOCUMENT:**

NONE

**B. REVISIONS:**

NONE

**C. CLARIFICATIONS:**

**Sports lighting will be a direct purchase from Musco Lighting. Musco's scope of work is "Pole in Air". It includes all the Musco equipment and the installation of the poles and foundations per the signed sealed structural plans which Musco provides. The poles will be aimed and made ready to receive the lighting conductor by others. The lighting conductor is to be terminated in the Musco driver cabinet on the poles approximately 10' above grade.**

**D.**

**The installation of the main distribution panel, Musco control cabinet, conduit and wire to poles is NOT included in the direct purchase and it the responsibility of the awarded contractor. The Musco subcontractor will turn over the control cabinet to the on-site electrical cabinet for installation.**

**E.**

**Parking lot lighting will be included in the bid and the responsibility of the contractor.**

**D. QUESTIONS AND ANSWERS:**

1. What is the estimated or set budget for this project? There is no engineers estimate.
2. Could you please clarify whether this bid requires a pre-bid submittal, or if attendance at the mandatory pre-bid meeting is sufficient to qualify to submit? You must have attended the mandatory pre-bid meeting & site visit.
3. According to page 31 of the ITB, "*Bidders shall be licensed to do business in the State of Florida and shall be certified General Contractors.*"
   Question: Will the City accept Certified Building Contractors as eligible bidders for this project? A General Contractors license is required.
4. Will a General Contractors license be required to bid on this project, or will a Building Contractors license and Underground Utility and Excavation license be acceptable? A General Contractors license is required.
5. We are unable to locate insulation of the plans. Please specify which areas are to receive insulation. Refer to sheet A2.0, Reflected Ceiling Plan, Batt Insulation is called for above the ceiling over the Concessions Area and the Elect./I.T. Room.
6. On the door hardware, is the contractor to provide the locksets or is the city providing the locksets? Contractor to provide all hardware per Specification Section 087100.
7. The plans state epoxy floor finish although the specs call for a fluid applied floor finish. Which one are we to price? Provide Fluid Applied Flooring per Specification Section 096750 in the Unisex Toilet Rooms and the Concessions Area. Soccer Storage and Elect./I.T. to receive Epoxy Paint. (Sherwin Williams Pro Industrial High Performance Epoxy with H&C Sealer with flakes). No floor finish required in the Plumbing Chase.
8. What is the required foot candle for this project? See above in Yellow.
   Does it require any spill lighting? See above in Yellow.
9. Are CAD files available for this project, and can they be shared? Cad files will only be provided to the successful bidder once the project has been awarded.
10. Are there energy calculations available? They will be provided to the successful bidder at the time of permitting.
11. What is the contract time for this project (substantial and final completion)?270 days from notice to proceed. Final.
12. Are there liquidated damages associated with this project? No
13. What is the contractor's warranty period? 1 year.
14. What are the flow rates at the existing lift station where the proposed force main connection is to occur? See Attachment.
15. Please provide the FPL consent agreement that is referenced on sheet C2 of the plans. See Attachment.
16. Are there energy calculations to be provided? They will be provided to the successful bidder at the time of permitting.
17. Who is required to install the light poles, GC or city? Parking lot light poles are by the G.C., sports lighting by Owner's Vendor.
18. Is there a detail for the field lighting? See above response in Yellow.

19. Is any over excavation of dry pond bottoms required? Over excavation of the pond bottoms is not required.
20. Geotech report is unclear what the minimum coefficient of permeability is required. Do the current subsurface profile coefficients shown meet the geotechnical engineer's requirements? The provided stormwater recovery analysis recommends any fill placed within the limits of the proposed stormwater areas contain 5% fines or less passing the No. 200 sieve and have a minimum vertical permeability of 7.0 ft/day.
21. Does this project follow under any BABA, AIS, or Davis Bacon requirements? No
22. Is a PVC liner an approved "other material" per detail ST-8 sheet C20? PVC liner is an allowable material. Product to be reviewed and approved by EOR and city prior to construction.
23. Is the 12' net atop proposed chain link fence to be included for the entirety of the proposed 6' fence? 12' netting is to be along fence areas not abutting the parking lot.
24. Can CAD files be provided to Contractors? Only to the successful bidder after award of contract.

**PLEASE SEE ADDITIONAL ATTACHMENTS 4-7 REFERENCING THE ABOVE QUESITONS FOR CLEARIFICATION ON DEMANDSTAR & THE CITY'S WEBSITE**

**In all other respects, except as specifically stated herein, the subject ITB #26-07 CITY CENTER SPORTS COMPLEX EXPANSION remains the same.**

**END OF ADDENDUM #1**

Rita Cooper
Buyer
rcooper@port-orange.org

# CITY CENTER SPORTS COMPLEX EXPANSION

## PARKS AND RECREATION
## CITY OF PORT ORANGE, FLORIDA




**PROJECT SITE**
**City Center Sports Complex**
**Port Orange,Florida**

LOCATION MAP

N

NTS

## 100% CONSTRUCTION DOCUMENTS

## MARCH 6, 2026

### SCHEDULE OF DRAWINGS

| | | | |
|---|---|---|---|
| CS | COVER SHEET / SCHEDULE OF DRAWINGS | | |
| CIVIL | | ARCHITECTURAL | |
| C1 | COVER SHEET | A1.0 | ARCHITECTURAL SITE PLAN |
| C2 | CONSTRUCTION NOTES | A1.1 | PARTIAL SITE PLAN |
| C3 | CONSTRUCTION NOTES | A2.0 | FLOOR PLAN, ROOF PLAN, REFLECTED CEILING PLAN |
| C4 | CONSTRUCTION NOTES | A2.1 | EXTERIOR ELEVATIONS / DOOR SCHEDULE / TYPES / DETAILS |
| C5 | CONSTRUCTION NOTES | A2.2 | BUILDING SECTIONS / ENLARGED TOILET PLAN / ELEVATION / NOTES |
| C6 | CONSTRUCTION NOTES | A2.3 | WALL SECTIONS / DETAILS |
| C7 | DEMOLITION & EROSION CONTROL PLAN | A2.4 | WALL SECTIONS / DETAILS |
| C8 | OVERALL DEVELOPMENT PLAN | STRUCTURAL | |
| C9 | GEOMETRY, SIGNAGE AND STRIPING PLAN | S1.0 | GENERAL STRUCTURAL NOTES |
| C10 | GEOMETRY, SIGNAGE AND STRIPING PLAN | S1.1 | GENERAL STRUCTURAL NOTES |
| C11 | GEOMETRY, SIGNAGE AND STRIPING PLAN | S1.2 | SCHEDULES |
| C12 | PAVING, GRADING AND DRAINAGE PLAN | S2.0 | FOUNDATION AND ROOF FRAMING PLANS |
| C13 | PAVING, GRADING AND DRAINAGE PLAN | SD1.0 | TYPICAL DETAILS |
| C14 | PAVING, GRADING AND DRAINAGE PLAN | SD1.1 | TYPICAL DETAILS |
| C15 | UITILITY PLAN(S) | SD2.0 | FOUNDATION DETAILS |
| C16 | CONSTRUCTION DETAILS | SD3.0 | ROOF FRAMING DETAILS |
| C17 | CONSTRUCTION DETAILS | MECHANICAL | |
| C18 | CONSTRUCTION DETAILS | M0.1 | MECHANICAL GENERAL INFORMATION |
| C19 | CONSTRUCTION DETAILS | M1.1 | MECHANICAL FLOOR PLAN |
| C20 | CONSTRUCTION DETAILS | M5.1 | MECHANICAL SCHEDULES AND DETAILS |
| TP1 | TREE PROTECTION PLAN & DETAILS | PLUMBING | |
| TP2 | TREE PROTECTION PLAN & DETAILS | P0.1 | PLUMBING GENERAL INFORMATION |
| TP3 | TREE PROTECTION PLAN & DETAILS | P0.2 | PLUMBING SCHEDULES AND RISER DIAGRAMS |
| TP4 | TREE PROTECTION PLAN & DETAILS | P1.1 | SANITARY FLOOR PLAN |
| TP5 | TREE PROTECTION PLAN & DETAILS | P1.2 | DOMESTIC WATER FLOOR PLAN |
| LA1 | LANDSCAPE PLAN & DETAILS | P5.1 | PLUMBING DETAILS |
| IR1 | IRRIGATION PLAN | ELECTRICAL | |
| IR2 | IRRIGATION DETAILS | E1.0 | ELECTRICAL SITE PLAN |
| AT1 | AUTOTURN EXHIBIT | E2.0 | POWER AND LIGHTING PLAN |

### GENERAL NOTES

ALL CONSTRUCTION TO CONFORM AS APPLICABLE TO THE FOLLOWING CODES:

FLORIDA BUILDING CODE: - EIGHTH EDITION (2023) BUILDING
FLORIDA BUILDING CODE: - EIGHTH EDITION (2023) ACCESSIBILITY
FLORIDA BUILDING CODE: - EIGHTH EDITION (2023) FBC ENERGY CONSERVATION
FLORIDA BUILDING CODE: - EIGHTH EDITION (2023) FUEL GAS
FLORIDA BUILDING CODE: - EIGHTH EDITION (2023) MECHANICAL
FLORIDA BUILDING CODE: - EIGHTH EDITION (2023) PLUMBING
FLORIDA FIRE PREVENTION CODE - EIGHTH EDITION (2023)
NFPA NATIONAL ELECTRIC CODE (2020)

HALL & OGLE ARCHITECTS, INC.
208 MAGNOLIA AVENUE
DAYTONA BEACH, FLORIDA 32114
www.hoarchitects.com
PH (386) 255-6163
FAX (386)257-5650
AA-C000925

REVISIONS

| NO. | DATE | DESCRIPTION |
|---|---|---|

DOCUMENT HISTORY

CITY CENTER
SPORTS COMPLEX EXPANSION
PARKS AND RECREATION
CITY OF PORT ORANGE
4625 CITY CENTER DRIVE
PORT ORANGE, FL

ARCHENGR OF RECORD
JOHN E. HALL AR0010727
DAVID D. OGLE AR93986

| DESIGNED BY | DRAWN BY |
|---|---|
| DO | DO |
| ISSUE DATE | AE PROJECT NUMBER |
| 6-MAR-2026 | 2508 |

SHEET TITLE
COVER SHEET /
SCHEDULE OF DRAWINGS

DRAWING NO.
CS

# PORT ORANGE CITY CENTER SPORTS COMPLEX EXPANSION

## CITY OF PORT ORANGE - VOLUSIA COUNTY, FL

## FINAL ENGINEERING PLANS


**OWNER:**
CITY OF PORT ORANGE
1000 CITY CENTER CIR
PORT ORANGE, FL 32129
PHONE NUMBER: (386) 506-5851

CONTACT PERSON: SUSAN LOVALLO
e-mail: slovallo@port-orange.org

**CIVIL ENGINEER:**
ZEV COHEN & ASSOCIATES, INC.
300 INTERCHANGE BLVD, SUITE C
ORMOND BEACH, FL 32174
PHONE NUMBER: (386) 677-2482
FAX NUMBER: (386) 677-2505
CONTACT PERSON: ROBERT J. BALL, P.E.
e-mail: bball@zevcohen.com

**SURVEYOR:**
SLIGER & ASSOCIATES, INC.
3921 NOVA ROAD
PORT ORANGE, FL. 32127
PHONE NUMBER: (386) 761-5385

CONTACT PERSON: JEFFERY S. HATTENDORF
e-mail: jhattendorf@sligerassociates.com

**GEOTECHNICAL ENGINEER:**
UNIVERSAL ENGINEERING SCIENCES, INC.
911 BEVILLE RD, SUITE 3
SOUTH DAYTONA, FL 32114
PHONE NUMBER: (386) 756-1105

CONTACT PERSON: CODY D. WILSON, P.E.
e-mail: cwilson@teamues.com

**LANDSCAPE ARCHITECT:**
ZEV COHEN & ASSOCIATES, INC.
300 INTERCHANGE BLVD, SUITE C
ORMOND BEACH, FL 32174
PHONE NUMBER: (386) 677-2482
FAX NUMBER: (386) 677-2505
CONTACT PERSON: JAKE STEHR, RLA
e-mail: jstehr@zevcohen.com

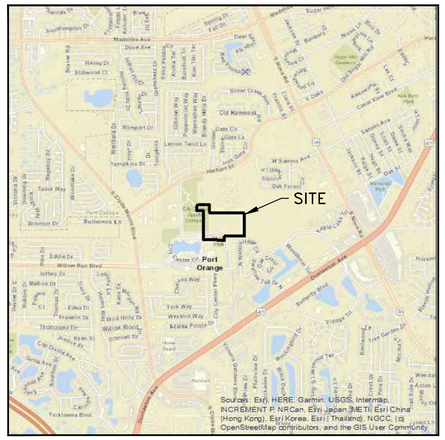

## PROJECT DESCRIPTION:

THIS PROJECT INCLUDES THE CONSTRUCTION OF A NEW SOCCER COMPLEX, PARKING AREA AND RESTROOM.

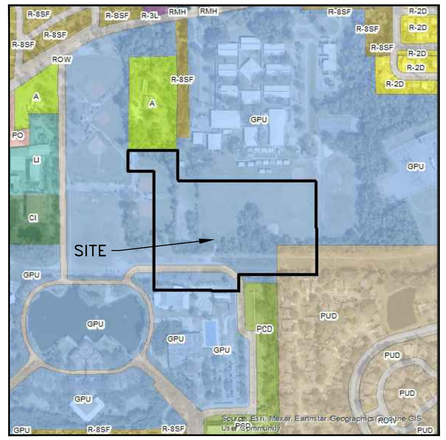
| SITE INFORMATION: | |
|---|---|
| SITE ADDRESS: | 4651 CITY CENTER DR, PORT ORANGE, FL 32129 |
| PROJECT AREA: | ±8.54 AC |
| TAX PARCEL I.D. #: | 6308-00-02-0021, 6308-00-06-0010, 6308-00-03-0010 |
| EXISTING ZONING: | GPU |
| EXISTING LAND USE: | PUBLIC PARK/ATHLETIC FIELDS |
| PROPOSED LAND USE: | PUBLIC PARK/ATHLETIC FIELDS |
| EXISTING FUTURE LAND USE: | PUBLIC/INSTITUTIONAL |
| REQUIRED SETBACKS: | |
| FRONT: | 10 FT |
| SIDE: | 10 FT |
| REAR: | 25 FT |
| MAXIMUM BUILDING HEIGHT | 60 FT |
| UTILITIES: | PROVIDED BY CITY OF PORT ORANGE |

| LAND USE TABLE: | | |
|---|---|---|
| | ACREAGE | PERCENTAGE |
| EXISTING CONDITIONS: | | |
| WETLAND AREA | 0 AC | 0% |
| UPLAND AREA | 20.09 AC | 100% |
| | | |
| PROPOSED IMPROVEMENTS: | | |
| BUILDING(S) | 0.02 AC | 0.23% |
| PAVEMENT & SIDEWALK | 1.12 AC | 13.12% |
| DRY RETENTION AREA(S) | 1.32 AC | 15.46% |
| LANDSCAPE/OPEN SPACE | 6.08 AC | 71.19% |
| | | |
| TOTAL IMPERVIOUS | 1.14 AC | 13.35% |
| TOTAL PERVIOUS | 7.40 AC | 86.65% |

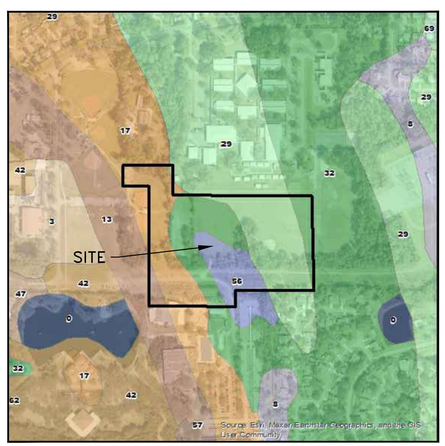
| PARKING CALCULATIONS: | | | |
|---|---|---|---|
| USE | PARKING REQUIREMENT | SF/UNITS | SPACES REQUIRED |
| PARKING SPACES PROVIDED: | | 109 | |
| | | | |
| HANDICAP PARKING REQUIRED: | | 5 | |
| HANDICAP PARKING PROVIDED: | | 5 | |



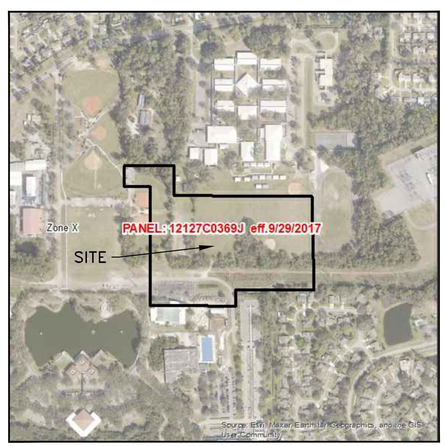

VICINITY MAP
SCALE: 1" = 2,000'




ZONING MAP
SCALE: 1" = 500'
CURRENT ZONING FOR THIS SITE IS: GPU & PUD




SOILS MAP
SCALE: 1" = 500'
THE SITE LIES WITHIN THE FOLLOWING VOLUSIA COUNTY SOIL CLASSIFICATIONS:
13: CASSIA FINE SAND, 17: DAYTONA SAND: 0-5% SLOPES, 29: IMMOKALEE SAND, 32: MYAKKA FINE SAND & 56: SAMSULA MUCK




FLOOD ZONE MAP
SCALE: 1" = 500'
THE PROPERTY LIES IN:
FLOOD ZONE X PER FEMA MAPS 12127C0369J EFF. 09/29/2017

**NOTE: THE SCALE OF THESE PLANS MAY HAVE CHANGED DUE TO REPRODUCTION.**

## SHEET INDEX:


| | |
|---|---|
| C1 | COVER SHEET |
| C2-C6 | CONSTRUCTION NOTES |
| C7 | DEMOLITION & EROSION CONTROL PLAN |
| C8 | OVERALL DEVELOPMENT PLAN |
| C9-C11 | GEOMETRY, SIGNAGE & STRIPING PLAN(S) |
| C12-C14 | PAVING, GRADING & DRAINAGE PLAN(S) |
| C15-C16 | UTILITY PLAN(S) |
| C17-C22 | CONSTRUCTION DETAILS |
| TP1-TP5 | TREE PROTECTION PLAN & DETAILS |
| LA1 | LANDSCAPE PLAN & DETAILS |
| IR1-IR2 | IRRIGATION PLAN & DETAILS |
| AT1 | AUTOTURN EXHIBIT |


## LEGAL DESCRIPTION:

A PORTION OF THE SOUTH 25 CHAINS OF GOVERNMENT LOT 2 SECTION 8, TOWNSHIP 15 SOUTH, RANGE 33 EAST, VOLUSIA COUNT FLORIDA. DESCRIBED AS FOLLOWS:

BEGIN AT THE CENTER OF SAID SECTION 8, AS ESTABLISHED AND OCCUPIED; THENCE RUN N01°12'18"E, ALONG THE WEST LINE OF SAID GOVERNMENT LOT 2, A DISTANCE OF 337.90 FEET; THENCE DEPART SAID WEST LINE S89°54'08"E, A DISTANCE OF 887.00 FEET; THENCE S01°12'18"E, A DISTANCE OF 337.90 FEET TO THE SOUTH LINE OF SAID GOVERNMENT LOT 2; THENCE N89°55'08"W ALONG SAID SOUTH LINE, A DISTANCE OF 887.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 299,275 SQ.FT. OR 6.881 ACRES MORE OR LESS.

NOTES:
1. APPROVAL OF THIS PLAN INCLUDES AN ADMINISTRATIVE VARIANCE PURSUANT CHAPTER 14, SECTION 5 OF THE LAND DEVELOPMENT CODE, TO ALLOW FOR THE USE OF CHAIN LINK FENCING BASED ON THE FUNCTION OF THE SITE AND VISIBILITY NEEDS.
2. CONTRACTOR TO COMPLY WITH ALL FLORIDA POWER AND LIGHT (FPL) CONSTRUCTION REQUIREMENTS FOR WORK WITHIN FPL EASEMENT. CONTRACTOR TO NOTIFY FPL PRIOR TO BEGINNING OF CONSTRUCTION.


ZEV COHEN & ASSOCIATES, INC.
300 INTERCHANGE BLVD., STE. C
ORMOND BEACH, FL 32174
WWW.ZEVCOHEN.COM

CIVIL ENGINEERING
LANDSCAPE ARCHITECTURE
ENVIRONMENTAL
PLANNING
TRANSPORTATION
(LC 42)
(EB 6516)


| NO | DATE | BY | SUBMITTALS / REVISIONS |
|---|---|---|---|
| 1 | 11-21-25 | SM | INITIAL SUBMITTAL SET |
| 2 | 02-09-26 | SM | REVISED PER CITY OF PORT ORANGE COMMENTS DATED 12-12-25 |

PORT ORANGE CITY CENTER SPORTS COMPLEX EXPANSION
FINAL ENGINEERING PLANS
COVER SHEET
VOLUSIA COUNTY, FLORIDA
CITY OF PORT ORANGE

PROJECT NO: ZC 25092
DESIGNED BY: SM
DRAFTED BY: GMC
CHECKED BY: SM
DRAWING FILE: 1_25092-COV

ROBERT J. BALL, P.E., NO.60001
NOT VALID WITHOUT SEAL

SHEET: C1 OF 22


R:\25092 SILVER SANDS SOCCER FESTIVAL ENGINEERING PLANS\CAD\DWGS\1_25092-COV.DWG - PRINTED 4/17/2026 11:40 PM

## GENERAL NOTES

1. ALL CONSTRUCTION, DRAINAGE STRUCTURES AND OTHER SITE IMPROVEMENTS SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE LATEST EDITIONS OF FLORIDA DEPARTMENT OF TRANSPORTATION STANDARD PLANS AND SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION OR THE CITY'S LAND DEVELOPMENT CODE REQUIREMENTS, STANDARD CONSTRUCTION DETAILS & STANDARD SPECIFICATIONS, WHICHEVER IS MORE STRINGENT.
2. SHOP DRAWINGS AND CERTIFICATIONS FOR ALL MATERIALS AND STRUCTURES ARE REQUIRED. THE CONTRACTOR SHALL REVIEW AND SIGN SHOP DRAWINGS. THE CONTRACTOR SHALL SUBMIT REVIEWED SHOP DRAWINGS TO THE ENGINEER FOR APPROVAL PRIOR TO ORDERING THE MATERIALS REQUIRED FOR CONSTRUCTION.
3. CONSTRUCTION SHALL BE IN ACCORDANCE WITH ALL REQUIRED PERMITS. THE CONTRACTOR SHALL MAINTAIN COPIES OF ALL RELEVANT PERMITS AND CONSTRUCTION DOCUMENTS AVAILABLE ON THE JOB SITE AT ALL TIMES.
4. CONTRACTOR TO MAINTAIN THE SITE IN A SAFE AND SECURE MANNER TO PROTECT PUBLIC SAFETY AND THE CONDITIONS OF THE IMPROVEMENTS.
5. THE CONTRACTOR SHALL MAINTAIN, AT THE JOB SITE, A RECORD COPY OF ALL CONSTRUCTION DRAWINGS AND SPECIFICATIONS ON WHICH ALL FIELD CHANGES ARE TO BE SHOWN. THESE CHANGES ARE TO BE INCORPORATED IN THE "AS-BUILT" SURVEY FURNISHED TO THE ENGINEER.
6. SHOULD CONDITIONS VARY FROM THOSE SHOWN ON THESE PLANS, THE CONTRACTOR SHALL IMMEDIATELY NOTIFY THE ENGINEER OF RECORD PRIOR TO CONTINUING CONSTRUCTION.
7. ANY FIELD MODIFICATIONS OR DEVIATIONS TO THESE CONSTRUCTION PLANS REQUIRES APPROVAL BY BOTH THE ENGINEER OF RECORD AND THE CITY PRIOR TO PERFORMING THE WORK.
8. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO PROVIDE AN "AS-BUILT" SURVEY OF THE COMPLETED CONSTRUCTION. THE "AS-BUILT" SURVEY SHALL BE PREPARED IN ACCORDANCE WITH APPROPRIATE GOVERNMENTAL REGULATIONS AND ZCA REQUIREMENTS. THE "AS-BUILT" SURVEY SHALL BE PREPARED ON ZCA'S DESIGN/PERMITTED PLANS. ELECTRONIC AND PAPER COPIES OF THE AS-BUILT SURVEY SHALL BE PROVIDED TO THE ENGINEER OF RECORD. THE "AS-BUILT" SHALL BE SIGNED AND SEALED BY A FLORIDA REGISTERED PROFESSIONAL LAND SURVEYOR.
9. THE CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING VEHICULAR AND PEDESTRIAN TRAFFIC SAFELY THROUGH THE WORK ZONE AT ALL TIMES, IF APPLICABLE. ANY SIDEWALK, LANE OR ROAD CLOSURE REQUIRES REVIEW AND APPROVAL IN ADVANCE AND A SEVEN (7) DAY MINIMUM NOTICE TO THE JURISDICTIONAL AGENCY. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE REQUIRED COORDINATION.
10. MAINTENANCE OF TRAFFIC WILL BE IN ACCORDANCE WITH THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES FOR STREETS AND HIGHWAY CONSTRUCTION, MAINTENANCE AND UTILITY OPERATIONS AND THE FLORIDA DEPARTMENT OF TRANSPORTATION STANDARD PLANS, LATEST EDITIONS.
11. CONTRACTOR TO NOTIFY THE REGULATORY AGENCIES FORTY EIGHT (48) HOURS PRIOR TO THE START OF CONSTRUCTION. CONTRACTOR SHALL SEND COPIES OF ALL TESTING REPORTS TO THE REGULATORY AGENCIES AND THE ENGINEER OF RECORD.
12. SURVEY INFORMATION PROVIDED BY SLIGER & ASSOCIATES, INC. DATED 05/22/25. ALL ELEVATIONS BASED ON NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD 88) AND ARE SHOWN IN FEET. STATE PLANE COORDINATES ARE BASED UPON NAD 83.
13. ALL PUBLIC LAND CORNERS AND MONUMENTS WITHIN THE LIMITS OF CONSTRUCTION ARE TO BE PROTECTED. THE CONTRACTOR SHALL EMPLOY A SURVEYOR, REGISTERED IN THE STATE OF FLORIDA, TO REPLACE/RESTORE ANY PROPERTY OR LAND MARKERS DISTURBED BY CONSTRUCTION ACTIVITIES.
14. NO LAND SHALL BE CLEARED, EXCAVATED OR FILLED AND NO STRUCTURES SHALL BE ERECTED, REPAIRED OR DEMOLISHED WITHOUT PROPER PERMIT(S).
15. THE CONTRACTOR SHALL BE RESPONSIBLE FOR COMPLIANCE WITH ALL LOCAL, STATE AND FEDERAL REGULATIONS AS WELL AS THE REQUIREMENTS OF ST. JOHNS RIVER WATER MANAGEMENT DISTRICT AND E.P.A. (NPDES). CONTRACTOR SHALL ESTABLISH BEST MANAGEMENT PRACTICES AND EROSION CONTROL METHODS PRIOR TO COMMENCING ANY SITE CLEARING OR DEMOLITION AND SHALL MAINTAIN THOSE BARRIERS UNTIL FINAL ACCEPTANCE OF THE PROJECT.
16. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROJECT'S NPDES PERMITTING, INSPECTION AND REPORTING, IF APPLICABLE.
17. THE EROSION, SEDIMENT AND TURBIDITY CONTROL MEASURES DELINEATED HEREON ARE THE MINIMUM REQUIRED. ADDITIONAL CONTROLS MAY BE NEEDED, DEPENDING UPON THE ACTUAL SITE CONDITIONS, JURISDICTIONAL AGENCY PERMIT REQUIREMENTS AND CONSTRUCTION OPERATIONS. STAKED SILT FENCE SHALL BE INSTALLED TO CONTROL EROSION AND RELEASE OF SUSPENDED SOLIDS. SEDIMENT TRACKING CONTROL DEVICES SHALL BE USED TO PREVENT THE OFFSITE TRANSPORT OF SEDIMENT BY MOTORIZED VEHICLES. IF CONTROL MEASURES DO NOT PROVE SATISFACTORY, WORK SHALL CEASE UNTIL NEW MEASURES ARE ADOPTED WITH SATISFACTORY RESULTS.
18. ALL EROSION AND SEDIMENT TRACKING CONTROL DEVICES SHALL BE INSPECTED DAILY AND IMMEDIATELY FOLLOWING A RAINFALL EVENT. REFER TO PROJECT'S STORMWATER POLLUTION PREVENT PLAN (SWPPP). ANY DEFICIENCIES FOUND IN THE EROSION CONTROL MEASURES SHALL BE REPAIRED IMMEDIATELY. THE CONTRACTOR SHALL KEEP A LOG BOOK DOCUMENTING THESE DAILY INSPECTIONS, DEFICIENCIES AND REMEDIAL ACTIONS.
19. ALL UNSUITABLE SOILS AND UNSUITABLE MATERIALS (SUCH AS CLAY, ORGANICS, ROCK, CEMENTED COQUINA, DEBRIS, ETC.) SHALL BE REMOVED, DISPOSED OF IN A LEGAL MANNER AND REPLACED WITH DRY COMPACTED GRANULAR MATERIAL SATISFACTORY TO THE CITY. THE COST OF ALL WORK AND MATERIALS IS TO BE INCLUDED IN THE UNIT PRICE OF THE ASSOCIATED CONSTRUCTION ITEMS UNLESS OTHERWISE SHOWN IN THE PLANS.
20. IN THE EVENT THAT WATER IS ENCOUNTERED DURING CONSTRUCTION, DEWATERING SHALL BE PERFORMED AS NEEDED. THE CONTRACTOR IS SOLELY RESPONSIBLE FOR THE DESIGN, PERMITTING, INSTALLATION, OPERATION AND SUBSEQUENT REMOVAL OF DEWATERING SYSTEMS AND THEIR SAFETY AND CONFORMITY WITH APPLICABLE CODES AND REGULATIONS.
21. PRIOR TO COMMENCEMENT OF CONSTRUCTION, THE CONTRACTOR SHALL NOTIFY THE APPROPRIATE ELECTRIC, TELEPHONE, GAS, CABLE TELEVISION, COMMUNICATIONS, ETC. COMPANIES TO DETERMINE THE TYPE AND LOCATION OF ALL UNDERGROUND FACILITIES IN THE AREA OF CONSTRUCTION.
22. ALL UNDERGROUND UTILITIES HAVE BEEN LOCATED HORIZONTALLY AND VERTICALLY BASED ON THE BEST INFORMATION AVAILABLE AND SHOULD BE CONSIDERED APPROXIMATE ONLY. THE CONTRACTOR SHALL BE RESPONSIBLE FOR LOCATING AND VERIFYING ALL ELEVATIONS OF EXISTING UTILITIES (PUBLIC AND PRIVATE) SHOWN OR NOT SHOWN PRIOR TO CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR NOTIFYING THE VARIOUS UTILITY COMPANIES TO MAKE THE NECESSARY ARRANGEMENTS FOR ANY RELOCATION, DISRUPTION OF SERVICE OR CLARIFICATION OF ACTIVITY REGARDING SAID UTILITY. THE CONTRACTOR SHALL EXERCISE EXTREME CAUTION WHEN WORKING NEAR OR CROSSING A UTILITY, WHETHER SHOWN ON THESE PLANS OR FIELD LOCATED. THE CONTRACTOR SHALL BE RESPONSIBLE TO COORDINATE AND NOTIFY THE UTILITY COMPANIES FOR UTILITIES WHICH NEED TO BE RELOCATED FOR THE PROPOSED CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE TO PAY FOR ANY REPAIR, RELOCATION OR TEMPORARY MEASURES NEEDED FOR EXISTING OR PROPOSED UTILITIES.
23. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO LOCATE AND AVOID ALL UTILITIES, OTHER STRUCTURES AND OBSTRUCTIONS BOTH ABOVE AND BELOW GROUND. ALL DAMAGE RESULTING FROM THE CONTRACTOR'S FAILURE TO COMPLY WITH THIS REQUIREMENT SHALL BE REPAIRED AT THE CONTRACTOR'S EXPENSE.
24. THE CONTRACTOR SHALL NOTIFY ALL UTILITY PROVIDERS AT LEAST TWO (2) BUSINESS DAYS PRIOR TO ANY CONSTRUCTION.
25. THE CONTRACTOR SHALL MAINTAIN UNINTERRUPTED SERVICE AT ALL SERVICE CONNECTIONS. THE MANNER IN WHICH THIS IS ACCOMPLISHED SHALL BE LEFT TO THE DISCRETION OF THE CONTRACTOR, SUBJECT TO THE REQUIREMENTS OF THE CONTRACT SPECIFICATIONS.
26. ALL EXISTING DRAINAGE STRUCTURES AND UTILITIES WITHIN THE CONSTRUCTION LIMITS SHALL REMAIN, UNLESS OTHERWISE NOTED IN PLANS.
27. THE LENGTH OF ALL DRAINAGE PIPES AND LOCATION OF ALL DRAINAGE STRUCTURES ARE APPROXIMATE. THE LOCATION OF THE DRAINAGE STRUCTURE SHALL DETERMINE THE LENGTH OF PIPE.
28. THE TOP OF CASTING ELEVATIONS (TC) OF ALL STRUCTURES ARE SHOWN. HOWEVER, THE CONTRACTOR SHALL INSTALL ALL FRAMES SO AS TO PROVIDE A SMOOTH SURFACE FOR VEHICULAR AND/OR PEDESTRIAN TRAFFIC.
29. CONTRACTOR SHALL CONFIRM PROPOSED TOP OF CASTING (TC) ELEVATIONS WILL ALLOW POSITIVE DRAINAGE TO PROPOSED INLETS. IF POSITIVE DRAINAGE DOES NOT EXIST, CONTRACTOR TO COORDINATE WITH ENGINEER OF RECORD FOR SOLUTION AND ADJUST PROPOSED INLETS AS NECESSARY AT NO COST.
30. CONTRACTOR SHALL CONFIRM ELEVATION OF EXISTING GRADE PRIOR TO PLACING DRAINAGE OUTFALL STRUCTURES. CONTRACTOR SHALL NOTIFY ENGINEER OF RECORD IF EXISTING GRADE DOES NOT MATCH PROPOSED OUTFALL INVERT. CONTRACTOR SHALL ADJUST OUTFALL STRUCTURE INVERT AND/OR STRUCTURE LOCATION AS DIRECTED BY ENGINEER OF RECORD AT NO COST.
31. ANY DRAINAGE PROBLEMS CREATED BY CONSTRUCTION, OR EXISTING BEFORE CONSTRUCTION AND NOT ALLEVIATED, SHOULD BE BROUGHT TO THE ATTENTION OF THE ENGINEER OF RECORD AT THE TIME OF DISCOVERY.
32. ALL STORMWATER PIPES AND INLETS SHALL BE CLEANED OF DEBRIS AND ERODED MATERIALS AT LAST STAGES OF AND PRIOR TO COMPLETION OF CONSTRUCTION.

## GENERAL NOTES

33. SPECIAL ATTENTION IS DIRECTED TO THE FACT THAT PORTIONS OF SOME DRAINAGE STRUCTURES MAY EXTEND INTO THE STABILIZED PORTION OF THE ROADBED. EXTREME CAUTION WILL BE NECESSARY DURING COMPACTION AND STABILIZATION OPERATIONS AT THESE LOCATIONS TO AVOID DAMAGE AND ACHIEVE THE REQUIRED COMPACTION.
34. DURING CONSTRUCTION, AN ALL-WEATHER ACCESSIBLE ROADWAY SHALL BE MAINTAINED AT ALL TIMES FOR FIRE ACCESS.
35. ALL REQUIRED FIRE LINES & HYDRANTS SHALL BE INSTALLED IN ACCORDANCE WITH LOCAL & STATE REQUIREMENTS AND OPERATIONAL PRIOR TO THE START OF VERTICAL CONSTRUCTION.
36. EXISTING DRIVEWAYS WITHIN THE LIMITS OF THIS PROJECT ARE TO BE REPLACED AT THE SAME LOCATION AND WIDTH WITH THE SAME TYPE OF MATERIAL, UNLESS OTHERWISE SHOWN IN THE PLANS.
37. ALL RAMPS, SIDEWALKS AND ACCESSIBLE ROUTES ARE TO BE IN COMPLIANCE WITH CURRENT A.D.A. REQUIREMENTS.
38. SIGNS THAT ARE REMOVED AND ARE TO BE RELOCATED SHALL BE STOCK PILED BY THE CONTRACTOR. ANY EXISTING SIGNS DAMAGED DURING CONSTRUCTION SHALL BE REPLACED BY THE CONTRACTOR AT HIS COST.
39. ROADWAY AND PARKING SIGNAGE AND MARKINGS SHALL BE IN CONFORMANCE WITH THE MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES, CURRENT EDITION.
40. UNLESS OTHERWISE NOTED, PROPOSED GRADES SHOWN ARE FINISHED GRADES.
41. OPERATION AND MAINTENANCE OF THE STORMWATER SYSTEM WILL BE PROVIDED BY THE OWNER OF PROPERTY. MAINTENANCE IS TO INCLUDE BI-WEEKLY MOWING OF SIDE SLOPES FOR VEGETATION CONTROL AND MONTHLY INSPECTION/CLEANING OF CULVERTS & STORM SYSTEMS.
42. ALL DISTURBED AREAS SHALL BE SODDED, UNLESS OTHERWISE SHOWN, AND SHALL HAVE SOD/ VEGETATED COVER ESTABLISHED PRIOR TO THE INSPECTION FOR THE CERTIFICATE OF OCCUPANCY.
43. INSTALLATION OF THE REQUIRED STREET SIGNS, TRAFFIC SIGNS, PAVEMENT STRIPIING, STREET LIGHTS AND SIDEWALKS ALONG WITH THE PAINTING OF THE FIRE HYDRANTS MUST BE COMPLETED PRIOR TO THE ISSUANCE OF THE CERTIFICATE OF COMPLETION.
44. CONTRACTOR IS RESPONSIBLE FOR INSPECTING AND PRE-TESTING PRIOR TO SCHEDULING A TEST OR WALK-THROUGH WITH THE UTILITY REPRESENTATIVES, MUNICIPAL REPRESENTATIVES AND ENGINEER OF RECORD. ANY COST ASSOCIATED WITH RETESTING SHALL BE PAID FOR BY THE CONTRACTOR.
45. THE ENGINEER OF RECORD AND LOCAL UTILITY SHALL BE GIVEN SEVENTY-TWO (72) HOURS NOTICE OF ALL REQUESTED MEETINGS AND/OR TESTING MEASURES.
46. CONTRACTOR SHALL BE RESPONSIBLE TO COORDINATE WITH THE REGULATORY REPRESENTATIVES TO DETERMINE THE INSPECTIONS NEED FOR THE PROJECT. CONTRACTOR SHALL PROVIDE PROPER NOTIFICATION TO INSPECTING AUTHORITIES BEFORE AND DURING CONSTRUCTION.
47. ZEV COHEN AND ASSOCIATES, INC (ZCA) LIABILITY SHALL BE LIMITED TO THE COMPANY'S DESIGN OF SPECIFIC IMPROVEMENTS AS DEPICTED ON THE SITE INFRASTRUCTURE CONSTRUCTION DOCUMENTS.

## FPL EASEMENT CONSTRUCTION NOTES

1. ALL CONSTRUCTION WITHIN THE EXISTING FLORIDA POWER AND LIGHT (FPL) EASEMENT TO COMPLY WITH ALL FPL REQUIREMENTS. CONTRACTOR SHOULD CONSULT THE FPL CONSENT AGREEMENT FOR CONSTRUCTION REQUIREMENTS.
2. CONTRACTOR TO NOTIFY FPL PRIOR TO BEGINNING OF ANY CONSTRUCTION WITHIN THE EXISTING FPL EASEMENT IN ACCORDANCE WITH THE CONSENT AGREEMENT.

1. SUBMITTAL REQUIREMENTS FOR THE CITY OF PORT ORANGE ARE LISTED ON THE REPRESENTATIVE CHECKLIST DOCUMENT AVAILABLE AT WWW.PORT-ORANGE.ORG: HOME>GOVERNMENT>DEPARTMENTS>COMMUNITY DEVELOPMENT>PLANNING AND ZONING>DEVELOPMENT REVIEW & ZONING FORMS.
2. PLANS SUBMITTED TO THE COMMUNITY DEVELOPMENT DEPARTMENT FOR REVIEW INCLUDING SITE PLANS, SUBDIVISIONS, PLANNED UNIT DEVELOPMENTS, AND OTHER DEVELOPMENTS, SHALL CONSIST OF AT LEAST THE FOLLOWING ITEMS:
   A. COVER PAGE WITH PROJECT NAME, PROJECT ADDRESS, SUBMITTAL AND REVISION DATE, DEVELOPER INFORMATION (NAME, ADDRESS, CONTACT INFORMATION), ENGINEER, SURVEYOR, OR LANDSCAPE ARCHITECT INFORMATION (NAME, ADDRESS, CONTACT INFORMATION), AREA MAP SHOWING PROJECT LIMITS, FLOOD ZONE MAP, SOILS INFORMATION MAP, LEGAL DESCRIPTION, TAX PARCEL ID, EXISTING AND PROPOSED DEVELOPMENT AREA SUMMARY, SETBACKS, PARKING REQUIREMENTS, AREA COVERAGE REQUIREMENT, TREE PRESERVATION, AND ANY OTHER PROJECT RELATED INFORMATION.
   B. ADDITIONAL SHEETS (AS APPROPRIATE):
      SURVEY — CLEARING/TREE PROTECTION/DEMOLITION
      SWPPP — LAYOUT
      UTILITIES — GRADING
      STORMWATER — LANDSCAPE
      CITY STANDARD DETAILS — IRRIGATION
      PLAN AND PROFILE (1"=40' MAX. PLAN: HORIZ. 1"=40' MAX. AND VERT. 1"=4' MAX. PROFILE)
   C. CITY STANDARD DETAILS MAY BE REDUCED TO A MINIMUM 5" BY 7" COPY AREA. A MAXIMUM OF 12 DETAIL SHEETS MAY TO BE SHOWN ON ONE STANDARD 24" BY 36" PAGE.
3. PLANS SHALL BE DRAWN ON STANDARD 24" BY 36" SHEETS SHOWING A NORTH ARROW AND SCALE. EACH SHEET SHALL CONTAIN A TITLE BLOCK SHOWING AT LEAST THE FOLLOWING INFORMATION:
   PROJECT NAME
   NAME, ADDRESS, AND PHONE NUMBER OF THE COMPANY PREPARING THE DRAWINGS
   SHEET NUMBER
   SHEET NAME
   ORIGINAL SUBMITTAL DATE
   REVISION NUMBER AND DATE
   OTHER INFORMATION AS APPROPRIATE
4. COMPLETE PLAN SETS ARE TO BE SUBMITTED WITH THE APPLICATION, CHECK LIST, PAYMENT, REPORTS, CD AND ADDITIONAL INFORMATION AS LISTED IN THE CHECKLIST.
5. ELECTRONIC SUBMITTALS:
   A. DRAWINGS:
      1. ALL DRAWINGS SHALL BE PDF FILES CREATED OR SCANNED AT 24x36 INCH SIZE AND 300 DPI.
      2. THE DRAWINGS SHALL BE ARRANGED IN COMPLETE SETS WITH EACH SET NOT EXCEEDING 35 SHEETS PER SINGLE PDF FILE. DRAWING SETS LARGER THAN 35 SHEETS SHALL BE SPLIT INTO MULTIPLE PDF FILE SETS AND NAMED APPROPRIATELY (I.E. CIVIL PLANS, SET 1 OF 2, CIVIL PLANS, SET 2 OF 2...).
      3. PLAN SETS SHALL BE SEPARATED INTO CATEGORY FILES, AS FOLLOWS:
         CIVIL – SIGNED AND SEALED SITE PLAN, DETAILS
         LANDSCAPE – SIGNED AND SEALED LANDSCAPING AND IRRIGATION
         SURVEY – SIGNED AND SEALED BOUNDARY, TOPOGRAPHIC, TREE
         ARCHITECTURAL – SIGNED AND SEALED BUILDING ELEVATIONS, FLOOR PLAN, COLOR RENDERING PLAT (IF APPLICABLE)
         CONCEPTUAL (IF APPLICABLE)
   B. DOCUMENTS:
      1. ALL DOCUMENTS SHALL BE PDF FILES CREATED OR SCANNED AT 300 DPI.
      2. APPLICATION FILE SHALL CONTAIN THE FOLLOWING SCANNED DOCUMENTS:
         APPLICATION WITH ORIGINAL SIGNATURE
         COVER LETTER WITH ORIGINAL SIGNATURE
         AGENT AUTHORIZATION WITH ORIGINAL SIGNATURE (IF APPLICABLE)
         WARRANTY DEED (RECORDED ORIGINAL)

| STANDARD CONSTRUCTION DETAIL<br>SUBMITTAL REQUIREMENTS | FILE NAME: M1.DWG<br>DETAIL REF: M-1 |
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**MATERIALS**

THE INSPECTION AND TESTING OF MATERIALS AND FINISHED ARTICLES TO BE INCORPORATED IN THE WORK SHALL BE MADE BY BUREAUS, LABORATORIES, OR AGENCIES APPROVED BY THE ENGINEER OF RECORD. THE CONTRACTOR SHALL SUBMIT SUCH SAMPLES, OR SUCH SPECIAL OR TEST PIECES OF MATERIALS AS THE ENGINEER OF RECORD MAY REQUIRE. THE CONTRACTOR SHALL NOT INCORPORATE ANY MATERIAL OR FINISHED ARTICLE INTO THE WORK UNTIL THE RESULTS OF THE INSPECTION OR TESTS ARE KNOWN AND THE CONTRACTOR HAS BEEN NOTIFIED BY THE ENGINEER OF RECORD THAT THE MATERIAL OR FINISHED ARTICLE IS ACCEPTED. ALL MATERIALS MUST BE OF THE SPECIFIED QUALITY AND BE EQUAL TO THE APPROVED SAMPLE IF A SAMPLE HAS BEEN SUBMITTED. CERTIFIED COPIES OF ALL TESTS MADE SHALL BE SUBMITTED TO THE ENGINEER OF RECORD AS WELL AS TO THE CITY'S DESIGNATED SITE INSPECTOR. THE CITY'S DESIGNATED SITE INSPECTOR MUST RECEIVE COPIES OF ALL TESTING REPORTS AND CERTIFICATES PRIOR TO THE ENGINEER OF RECORD REQUESTING A FINAL PROJECT INSPECTION FROM THE CITY.

**LABORATORY CONTROL AND CERTIFICATES**

1. SPECIFICATIONS: SAMPLING, TESTING, AND LABORATORY METHODS SHALL BE IN ACCORDANCE WITH THE STANDARD SPECIFICATIONS OF THE AASHTO OR ASTM. WHERE AASHTO OR ASTM SPECIFICATIONS ARE USED, THE REFERENCE SHALL BE CONSTRUED TO BE THE MOST RECENT STANDARD SPECIFICATIONS OF THE AASHTO OR ASTM IN FORCE ON THE DATE OF THE TEST.
2. TEST & CERTIFICATES: THE CONTRACTOR SHALL ENGAGE AN APPROVED TESTING LABORATORY TO PROVIDE THE FOLLOWING TESTS AND CERTIFICATIONS SIGNED BY A REGISTERED ENGINEER OF THE STATE OF FLORIDA. ALL TECHNICIANS PERFORMING THE TESTS SHALL BE STATE CERTIFIED FOR THE TESTING PERFORMED. ADDITIONAL TESTS THAT MAY BE REQUIRED BY EITHER THE ENGINEER OF RECORD OR THE CITY SHALL ALSO BE PROVIDED BY THE CONTRACTOR AND THE FOLLOWING SHALL NOT BE TAKEN AS A COMPLETE AND EXHAUSTIVE LIST OF THE CONTRACTOR'S TESTING RESPONSIBILITIES.
   A) SOIL ANALYSIS FOR STRUCTURAL FILL MATERIAL PRIOR TO INSTALLATION.
   B) PROCTOR DENSITIES, MOISTURE CONTENT, COMPACTED FIELD DENSITIES, AND ATTERBERG LIMITS.
   C) FLOWABLE FILL – MIX DESIGNS, CONSTRUCTION SUPERVISION AND COMPRESSIVE STRENGTH TESTS.
   D) ANALYSIS OF RECYCLED CONCRETE BASE MATERIAL PRIOR TO INSTALLATION.
   E) ASPHALT MIX DESIGN, BITUMEN CONTENT, SIEVE ANALYSIS, HUBBARD FIELD STABILITY TESTS, NUCLEAR DENSITY TESTS (BACKSCATTER METHOD), AND ANALYSIS OF CORE SAMPLES.
   F) CONCRETE MIX DESIGNS FOR ALL APPLICATIONS INCLUDING PAVEMENT, CAST-IN-PLACE STRUCTURES, CURBING, GUTTERS, SIDEWALKS, BIKE PATHS, APRONS AND DRIVEWAYS.
   G) COMPRESSIVE TEST CYLINDERS AND SLUMP TESTS FOR ALL APPLICATIONS OF CONCRETE, INCLUDING PAVEMENT, CAST-IN-PLACE STRUCTURES, CURBING, GUTTERS, SIDEWALKS, BIKE PATHS, APRONS, AND DRIVEWAYS.
   H) CHLORINE RESIDUAL AND BACTERIOLOGICAL TESTING OF WATER MAINS.
   I) PRESSURIZED LEAK TESTING OF WATER MAINS, FORCE MAINS, AND RECLAIMED WATER MAINS.

| STANDARD CONSTRUCTION DETAIL<br>TECHNICAL SPECIFICATIONS<br>FOR SITES AND SUBDIVISIONS<br>TESTING | FILE NAME: M2.DWG<br>DETAIL REF: M-2 |
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| REV. 12/18 | |

THE FOLLOWING MEASURES REPRESENT MINIMUM STANDARDS TO BE ADHERED TO BY THE CONTRACTOR THROUGHOUT THE CONSTRUCTION OF A PROJECT. THE CITY RESERVES THE RIGHT TO REQUIRE ADDITIONAL MEASURES TO BE EMPLOYED WHEN WARRANTED BY CONDITIONS AND/OR THE FAILURE OF THE CONTRACTOR TO EMPLOY APPROPRIATE EROSION CONTROL BEST MANAGEMENT PRACTICES. FAILURE TO COMPLY WITH THESE PROVISIONS SHALL RESULT IN THE ISSUANCE OF A "STOP WORK ORDER".

1. NO DISTURBANCE OF PROPOSED CONSERVATION EASEMENTS, NATURAL BUFFERS, OR WATER BODIES IS PERMITTED. THE CONTRACTOR SHALL LOCATE THESE AREAS ON SITE AND BARRICADE THEM TO AVOID ANY UNAUTHORIZED CLEARING. BARRICADES AND OTHER PROTECTIVE FENCING ARE TO BE LOCATED AT THE DRIP LINE OF EXISTING NATIVE TREES OR AT THE EDGE OF THE NATIVE UNDER-STORY HABITAT, WHICHEVER IS FURTHEST.
2. SPECIMEN AND HISTORIC TREES, CONSERVATION EASEMENTS, NATURAL VEGETATION BUFFERS, AND SIMILAR AREAS MUST BE PROTECTED BY BARRICADES OR FENCING PRIOR TO CLEARING. BARRICADES ARE TO BE SET AT THE DRIP LINE OF THE TREES, AS SPECIFIED, AND MAINTAINED THROUGHOUT THE DURATION OF THE PROJECT. BARBED WIRE IS NOT PERMITTED AS A PROTECTIVE BARRIER.
3. WHERE A CHANGE OF GRADE OCCURS WITHIN THE DRIP LINE OF A SPECIMEN TREE, SILT FENCES WILL BE REQUIRED DURING CONSTRUCTION AND RETAINING WALLS MUST BE INSTALLED PRIOR TO FINAL ACCEPTANCE BY THE CITY.
4. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO HAVE ALL PROTECTIVE VEGETATION BARRICADES AND EROSION CONTROL DEVICES AND MEASURES IN PLACE PRIOR TO THE COMMENCEMENT OF ANY EARTHWORK, INCLUDING PRELIMINARY GRUBBING. BEST MANAGEMENT PRACTICES (BMP'S) ARE TO BE IMPLEMENTED, SUCH AS TEMPORARY CONSTRUCTION FENCES, SILT FENCES AND FLOATING TURBIDITY BARRIERS. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO MAINTAIN ALL EROSION CONTROL DEVICES AND MEASURES THROUGHOUT THE DURATION OF THE ENTIRE PROJECT. MAINTENANCE SHALL INCLUDE, BUT NOT LIMITED TO, PERIODIC INSPECTION AND REMOVAL OF DEBRIS ABUTTING EROSION CONTROL DEVICES AS SPECIFICALLY IDENTIFIED IN LDC, CH 10, ARTICLE I, SEC. 5.
5. PRIOR TO THE INSTALLATION OF ANY FILL MATERIALS ON SUBJECT SITE, SILT FENCES SHALL BE INSTALLED (1) ALONG SUBJECT SITE BOUNDARY AND/OR PROPERTY LINES, (2) AT THE EDGE OF CONSERVATION EASEMENTS AND WETLANDS, (3) ADJACENT TO NATURAL LANDSCAPE BUFFERS, (4) AROUND THE PERIMETER OF EXISTING STORM WATER TREATMENT FACILITIES, AND (5) AT ANY ADDITIONAL AREAS THAT THE CITY DEEMS NECESSARY TO BE PROTECTED FROM POTENTIAL EROSION IMPACTS DURING CONSTRUCTION. THESE CONDITIONS SHALL APPLY IN ALL INSTANCES WHERE FILL MATERIAL IS BEING INSTALLED WITHIN 25 FEET OF ANY OF THE AFOREMENTIONED LOCATIONS. WHILE THESE ITEMS REPRESENT THE MINIMUM REQUIREMENTS, THE CITY RESERVES THE RIGHT TO IMPOSE ADDITIONAL PROTECTIVE MEASURES, AS DETERMINED DURING ACTUAL SITE VISITS CONDUCTED AS PART OF THE STANDARD REVIEW OF THE SITE-SPECIFIC ABC CLEARING PERMIT APPLICATION AND THROUGHOUT PROJECT CONSTRUCTION.
6. WHERE FILL MATERIAL IS INTENDED TO BE INSTALLED ADJACENT TO EXISTING VEGETATION WHICH IS INTENDED TO REMAIN NATURAL, THE CONTRACTOR MAY INSTALL SILT FENCING AS A TREE PROTECTION MEASURE, IN LIEU OF INSTALLING WOOD BRACING WITH ORANGE MESH. THIS PRACTICE IS ENCOURAGED BY THE CITY. IF THE SILT FENCE FAILS TO PROVIDE ADEQUATE PROTECTION FROM IMPACT DUE TO CONSTRUCTION, THEN BARRICADES OR WOOD BRACING SHALL BE REQUIRED.
7. AT A MINIMUM, THE CONTRACTOR SHALL SEED AND MULCH ALL DISTURBED AREAS. SUFFICIENT GRASS COVERAGE IS TO BE ESTABLISHED WITHIN TWO WEEKS.
8. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR THROUGH SCHEDULING, TO MINIMIZE THE DISTURBANCE OF SITE AREAS THAT HAVE BEEN BROUGHT TO THEIR PROPOSED FINAL GRADE. WITHIN SEVEN (7) DAYS OF BRINGING A SUBJECT AREA TO ITS FINAL GRADE OR INACTIVITY IN CONSTRUCTION, THE CONTRACTOR SHALL INSTALL SEED AND MULCH OR SOD, AS REQUIRED.

| STANDARD CONSTRUCTION DETAIL<br>CONTRACTOR REQUIREMENTS FOR<br>SITE CLEARING, GRADING, AND EROSION CONTROL<br>DESIGN AND CONSTRUCTION | FILE NAME: M3.DWG<br>DETAIL REF: M-3 |
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| REV. 12/18 | |

9. FOR INDIVIDUAL CONSTRUCTION PROJECTS INVOLVING MULTIPLE PHASES, (PHASING IS REQUIRED FOR SITES 30 ACRES AND LARGER) UPON COMPLETION OF EACH PHASE OF THE PROJECT, SEEDING AND MULCHING AND / OR SODDING IS TO BE PERFORMED PRIOR TO COMMENCING THE NEXT PHASE OF CONSTRUCTION.
10. ONCE AN AREA IS SEEDED OR SODDED, IT MUST BE MAINTAINED BY THE CONTRACTOR TO ALLOW THE GRASS TO BECOME ESTABLISHED. IF THE GRASS IS NOT ESTABLISHED WITHIN TWO WEEKS THE CITY MAY REQUIRE THE CONTRACTOR TO RE-SEED OR A NON-VEGETATIVE OPTION MAY BE EMPLOYED.
11. ANY BURNING OF CLEARED MATERIALS MUST BE INSPECTED AND PERMITTED ON A DAILY BASIS. CONTACT THE FIRE MARSHAL AT 506-5905 PRIOR TO EACH DAY OF DESIRED BURNING.
12. ABSOLUTELY NO BURYING OF CLEARED MATERIALS IS PERMITTED.
13. THE REMOVAL OF ALL VEGETATION AND TOPSOIL ON THE FUTURE ROADWAY, PARKING AND BUILDING LOT AREAS IS REQUIRED TO BE COMPLETED PRIOR TO THE PLACEMENT OF FILL ON THOSE AREAS. THE TOPSOIL MAY BE TEMPORARILY STOCKPILED AND USED AS TOPSOIL OVER PROPOSED GREEN AREAS SUCH AS PLANT BEDS, SODDED AREAS, AND WHERE TREES ARE TO BE INSTALLED OR RELOCATED.
14. A SIGNED, DATED, AND SEALED LETTER FROM A SOILS ENGINEER OR THE ENGINEER OF RECORD CERTIFYING THAT THE AREAS TO BE FILLED HAVE BEEN STRIPPED OF ORGANIC MATERIALS, MUST BE SUBMITTED TO THE CITY PRIOR TO FILLING.
15. FILL MATERIAL IS TO BE PLACED IN ONE FOOT MAXIMUM LIFTS AND COMPACTED TO THE APPROPRIATE DENSITY (98% FOR PAVED AREAS AND 95% FOR BUILDING PADS AND ALL OTHER AREAS AS PER AASHTO T-180).
16. DURING SUBDIVISION DEVELOPMENT WHEN FUTURE BUILDING LOTS ARE FILLED AS PART OF THE OVERALL SUBDIVISION IMPROVEMENTS, COMPACTION TEST REPORTS MUST BE PERFORMED ON THE BUILDING LOTS AT 300 FOOT INTERVALS. THESE TESTS ARE TO BE PERFORMED IN ONE-FOOT VERTICAL INCREMENTS. THE RES

IN ORDER TO ENSURE THAT NEW SUBDIVISIONS AND SITE PLANS ARE CONSTRUCTED SUBSTANTIALLY IN ACCORDANCE WITH CITY REGULATIONS AND THE APPROVED DRAWINGS, THE FOLLOWING INFORMATION IS REQUIRED ON ALL AS-BUILT DRAWINGS:

1. INDIVIDUAL PLAN AND PROFILE SHEETS FOR ALL ROADS AND SANITARY SEWER LINES, SHOWING MANHOLES, INLETS, AND PIPE CROSSINGS. PLAN AND PROFILE SHEETS SHALL SHOW SANITARY LINES AND ALL OTHER BURIED UTILITIES THAT CROSS SEWER LINES, AND ANY THAT ARE PARALLEL AND WITHIN TEN FEET OF SANITARY SEWER LINES. PLAN VIEWS SHALL BE DRAWN AT A SCALE OF ONE (1) INCH EQUAL TO FORTY (40) FEET HORIZONTAL. PROFILES SHALL BE DRAWN AT ONE (1) INCH EQUAL TO FOUR (4) FEET VERTICAL AND ALIGNED VERTICALLY WITH IMPROVEMENTS SHOWN ON THE PLAN VIEW.
2. DESIGN ELEMENTS SHALL BE CROSSED OUT AND AS-BUILT INFORMATION WRITTEN NEXT TO IT.
3. PAVEMENT AND CURB WIDTHS SHALL BE VERIFIED AND DIMENSIONED FOR EACH STREET AT EACH BLOCK FOR SUBDIVISIONS AND AS APPROPRIATE TO CONFIRM PAVING LIMITS FOR SITE PLANS.
4. ALL RADII AT INTERSECTIONS SHALL BE VERIFIED, DIMENSIONED AND CLEARLY INDICATED ON THE AS-BUILT.
5. ROADWAY ELEVATIONS AT CENTERLINE AND CURB INVERT SHALL BE RECORDED AT ALL GRADE CHANGES, 100' INTERVALS FOR LONG ROADWAYS, AND OTHER INTERVALS AS NEEDED. FOR SUBDIVISIONS, THE AS-BUILT CENTERLINE GRADE LINES OF ALL STREETS SHALL BE SHOWN ON THE PLAN AND PROFILE ALONG WITH THE DESIGN PROFILE GRADE LINES. IN THE EVENT THAT THE AS-BUILT CENTERLINE LONGITUDINAL GRADE DOES NOT MEET THE CITY MINIMUM STANDARDS, ADDITIONAL LONGITUDINAL GRADES OF THE ADJACENT CURBING AND SIMILAR ROADWAY CROSS-SECTIONS SHALL BE REQUIRED TO VERIFY THAT THE SYSTEM WILL FUNCTION AS ORIGINALLY DESIGNED.
6. FOR SUBDIVISIONS, PROPOSED DESIGN FINISHED FLOOR ELEVATIONS SHALL APPEAR ON ALL SUBDIVISION LOTS ON THE APPROPRIATE PLAN AND PROFILE SHEET AS WELL AS ON THE MASTER DRAINAGE PLAN.
7. STORM DRAINAGE STRUCTURES SHALL BE LOCATED AND DIMENSIONED FROM STREET/ROADWAY CENTERLINES OR LOT LINES AS APPROPRIATE. STORM DRAINAGE PIPE SHALL BE LOCATED AND DIMENSIONED FROM THE BACK OF CURB, OR EDGE OF PAVEMENT IF NO CURB IS PRESENT.
8. STORM DRAINAGE STRUCTURE RIMS, PIPE INVERT AND INLET BOTTOM ELEVATIONS SHALL BE RECORDED AND CLEARLY INDICATED AS AS-BUILT INFORMATION. STORM DRAINAGE PIPE MATERIAL, LENGTH, AND SIZE SHALL BE RECORDED AND CLEARLY INDICATED AS BEING AS-BUILT INFORMATION.
9. ALL APPLICABLE TOPOGRAPHIC INFORMATION PERTINENT TO THE ON-SITE DRAINAGE SYSTEM, SUCH AS DITCHES, SWALES, LAKES, CANALS, ETC. THAT ARE DEEMED NECESSARY BY THE CITY TO VERIFY THE FUNCTIONAL PERFORMANCE OF THE STORMWATER SYSTEM, SHALL BE NOTED. NORMALLY, RECORDING ELEVATIONS EVERY 100' AT THE TOP OF BANK AND TOE OF SLOPE WILL BE REQUIRED. MEASUREMENTS SHALL BE TAKEN AND RECORDED IN ORDER TO ACCURATELY TIE DOWN THESE FEATURES TO THE ROADWAY CENTERLINES AND TO PLAT LINES WHENEVER POSSIBLE, CONTOUR LINES SHALL BE UTILIZED TO GRAPHICALLY DESCRIBE THESE TOPOGRAPHIC FEATURES.
10. RETENTION AREAS SHALL HAVE THEIR TOP AND BOTTOM OF BANK ELEVATIONS RECORDED. ACTUAL DIMENSIONS OF THE SIZE OF ALL RETENTION AREAS ARE TO BE RECORDED AS MEASURED FROM TOP-OF-BANK TO TOP-OF-BANK WITH SIDE SLOPES INDICATED.
11. ACTUAL MATERIALS USED AND ELEVATIONS AND DIMENSIONS OF OVERFLOW WEIR STRUCTURES AND SKIMMERS SHALL BE NOTED ON THE AS-BUILT.
12. STORM DRAINAGE SWALE CENTERLINES SHALL BE LOCATED AND ELEVATIONS OF FLOW LINE AND TOPS OF BANKS SHALL BE RECORDED EVERY 100 FEET. SIDE SLOPES SHALL ALSO BE INDICATED.

STANDARD CONSTRUCTION DETAIL
REQUIREMENTS FOR AS-BUILTS DRAWINGS

FILE NAME: MS.DOC
DETAIL REF: M-5
REV. 12/18

ALL MATERIALS AND INSTALLATION METHODS USED FOR LAND DEVELOPMENT CODE REQUIRED IMPROVEMENTS FOR SUBDIVISIONS AND SITE PLANS SHALL BE IN CONFORMANCE WITH THE CITY, FDOT STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION (LATEST EDITION), AND THE FDOT ROADWAY AND TRAFFIC DESIGN STANDARDS (LATEST EDITION).

1. ALL RIGHT-OF-WAY OTHER THAN ROADWAY AREAS SHALL BE SEEDED AND MULCHED OR SODDED. ALL SLOPES STEEPER THAN 6:1 SHALL REQUIRE SODDING. THE CITY RESERVES THE RIGHT TO REQUIRE SODDING IN SPECIAL AREAS WHERE EROSION IS A CONCERN.
2. THE FOLLOWING WILL BE THE STANDARD PROTECTION FOR DITCHES UNLESS DRAINAGE CALCULATIONS INDICATE OTHERWISE:

| SWALE PROFILE GRADES | PROTECTION REQUIRED |
|---|---|
| 0.2% – 1.0% | SEEDING AND MULCHING |
| 1.0% – 4.0% | SODDING |
| 4.0% + | DITCH PAVING |

3. THE PAVEMENT, BASE, AND SUBGRADE THICKNESS PRESENTED ON DETAILS REPRESENTS THE MINIMUM REQUIREMENTS FOR LOCAL PUBLIC STREETS AND PRIVATE PARKING LOTS. AREAS SUBJECT TO HEAVY TRAFFIC, SUCH AS COLLECTOR ROADS AND COMMERCIAL PRIVATE PARKING LOTS, HAVE INCREASED REQUIREMENTS.
4. THE DEVELOPER SHALL PROVIDE, AT THEIR OWN EXPENSE, A CERTIFIED SOILS ENGINEERING LABORATORY TO PERFORM ALL FIELD AND LABORATORY TESTING REQUIRED TO VERIFY THAT THE CONSTRUCTION IS IN COMPLIANCE WITH THE FDOT MINIMUM STANDARDS. IT IS THE RESPONSIBILITY OF THE DEVELOPER TO ENSURE THAT COPIES OF ALL TEST REPORTS ARE PROVIDED TO THE CITY'S DESIGNATED SITE INSPECTOR PRIOR TO THE PROJECT FINAL INSPECTION IN ORDER TO ALLOW PROJECT ACCEPTANCE BY THE CITY.
5. THE LIMITS OF STABILIZED SUBGRADE SHALL EXTEND TO A DEPTH OF 12" BELOW THE BOTTOM OF THE BASE AND OUTWARD TO 12" BEYOND THE CURB.
6. THE STABILIZING MATERIAL, IF REQUIRED, SHOULD BE A HIGH BEARING VALUE SOIL, SAND–CLAY, LIMEROCK, RECYCLED CONCRETE, SHELL, OR OTHER MATERIAL AS APPROVED BY THE CITY DESIGNATED SITE INSPECTOR AND A LICENSED SOILS ENGINEER.
7. ROADWAY SUBGRADES SHALL BE STABILIZED TO NO LESS THAN LBR 40 TO A 12" DEPTH AND COMPACTED TO NO LESS THAN 98% DENSITY BASED ON MODIFIED PROCTOR MAXIMUM DRY TEST PER AASHTO T–180. TESTS FOR SUBGRADE BEARING CAPACITY AND COMPACTION SHALL BE DONE AT A MINIMUM OF EVERY 300 FEET AND STAGGERED TO THE LEFT, RIGHT, AND AT CENTER LINE OF THE ROADWAY.
8. SITE PLAN SUBGRADES SHALL BE STABILIZED TO NO LESS THAN LBR 40 TO A 12" DEPTH AND COMPACTED TO NO LESS THAN 98% DENSITY BASED ON MODIFIED PROCTOR MAXIMUM DRY TEST PER AASHTO T–180. TESTS FOR SUBGRADE BEARING CAPACITY AND COMPACTION SHALL BE DONE FOR EVERY 600 SQUARE FEET OF STABILIZED AREA, OR PORTIONS THEREOF.
9. BASES FOR ALL STREETS SHALL HAVE A MINIMUM 6" DEPTH. FLOWABLE FILL (FDOT SPECIFICATIONS SECTION 121) BASES SHALL HAVE A MINIMUM STRENGTH OF 350 POUNDS PER SQUARE INCH AT 7 DAYS COMPACTED TO 98% DENSITY PER AASHTO T–180 MODIFIED PROCTOR TEST IN CONFORMANCE WITH SECTION 270 OF STANDARD FDOT SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION (LATEST EDITION). RECYCLED CONCRETE OR LIMEROCK BASES SHALL BE COMPACTED TO 98% MAXIMUM DENSITY BASED ON AASHTO T–180 MODIFIED PROCTOR TEST.

STANDARD CONSTRUCTION DETAIL
ROADWAY AND PARKING AREA DESIGN AND CONSTRUCTION NOTES

FILE NAME: R1.DWG
DETAIL REF: R-1
REV. 12/18

10. FLOWABLE FILL AND RECYCLED CONCRETE MIX DESIGNS SHALL BE SUBMITTED BY A LICENSED SOILS ENGINEER TO THE CITY'S ENGINEERING DEPARTMENT PRIOR TO THE START OF SUBGRADE PREPARATION. ALL MIX DESIGNS SHALL BE SUBJECT TO THE APPROVAL OF THE CITY.
11. CONCRETE DELIVERY TICKETS SHALL BE PROVIDED TO THE CITY'S DESIGNATED SITE INSPECTOR AT THE TIME OF PLACEMENT. IF THE INSPECTOR IS NOT ON SITE THROUGHOUT THE ENTIRE INSTALLATION, ACCUMULATED DELIVERY TICKETS CAN BE PROVIDED TO THE INSPECTOR BY THE CONTRACTOR ON THE FOLLOWING DAY.
12. TESTING OF THE IN–PLACE BASE SHALL BE DONE AT INTERVALS EQUIVALENT TO SUBGRADE TESTING AND SHALL CONSIST OF, AT A MINIMUM, ONE MOISTURE CONTENT AND ONE COMPACTION TEST.
13. PORTLAND CEMENT CONCRETE, LIMEROCK, RECYCLED CONCRETE, OR FULL DEPTH ASPHALT PAVEMENT MAY USED IN PLACE OF FLOWABLE FILL BASE. ALL ROADWAY DESIGNS SHALL BE SUBJECT TO APPROVAL BY THE CITY.
14. BASE COURSES SHALL HAVE LIQUID ASPHALT PRIME COAT APPLIED AT THE APPROPRIATE RATE SPECIFIED IN FDOT STANDARD SPECIFICATION 300.7 (LATEST EDITION) IF ASPHALT WILL NOT BE INSTALLED WITHIN 24 HOURS OR IF BASE COURSE IS OPEN TO ANY TRAFFIC.
15. FLOWABLE FILL BASE MATERIAL CONSTRUCTION SHALL BE CONTINUOUSLY SUPERVISED BY A SOILS TESTING LABORATORY AT THE DEVELOPER'S EXPENSE. THE TESTING LABORATORY SHALL PROVIDE AN ON–SITE TECHNICIAN EXPERIENCED IN SOIL CEMENT BLENDING.
16. FLOWABLE FILL BASE COURSES SHALL BE ALLOWED TO CURE A MINIMUM OF SEVEN (7) DAYS UNDER NO TRAFFIC PRIOR TO PLACING ANY ASPHALT SURFACE. TEST REPORTS ARE REQUIRED TO BE DELIVERED TO THE CITY'S DESIGNATED SITE INSPECTOR PRIOR TO TRAFFIC USAGE.
17. RECYCLED CONCRETE CAN BE USED AS A BASE MATERIAL PROVIDED THE MATERIAL IS A MINIMUM OF 60% CARBONATE OF CALCIUM AND MAGNESIUM. THE MATERIAL SHALL BE LIMITED TO MAXIMUM 3% OF WATER SENSITIVE CLAY MATERIAL. LIQUID LIMIT SHALL NOT EXCEED 35 AND BE NON–PLASTIC AND THE PLASTICITY INDEX SHALL NOT EXCEED 10. THE MATERIAL SHALL NOT CONTAIN ORGANIC MATERIAL, CHERTY OR OTHER EXTREMELY HARD PIECES, LUMPS, BALLS OR POCKETS OF SAND SIZE MATERIAL OF A QUANTITY AS TO BE DETRIMENTAL TO THE PROPER BONDING, FINISHING OR STRENGTH OF THE RECYCLED CONCRETE BASE. FOR BASE APPLICATIONS, AT LEAST 97% (BY WEIGHT) OF THE MATERIAL SHALL PASS A 1" SIEVE AND FOR SUBBASE APPLICATIONS, AT LEAST 97% (BY WEIGHT) OF THE MATERIAL SHALL PASS A 1–1/2" SIEVE. FOR BOTH APPLICATIONS, THE MATERIAL SHALL BE WELL GRADED DOWN TO JUST ABOVE HAVE A MINIMUM 130 LBR VALUE. COARSE AGGREGATE USED IN THE RECYCLED CONCRETE SHALL HAVE A MAXIMUM LOSS OF 45% PER LOS ANGELES ABRASION TEST. ALL MATERIALS SHALL BE WELL GRADED IN ACCORDANCE WITH REQUIREMENTS SET FORTH IN SECTION 204, FDOT STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION (LATEST EDITION).
18. RECYCLED CONCRETE OR LIMEROCK FOR BASE OR SUBGRADE APPLICATIONS SHALL BE ALLOWED ON CITY ROADWAYS ONLY WHERE THE LOWEST ELEVATION OF THE ROADWAY SUBGRADE IS A MINIMUM OF 6" ABOVE THE SEASONAL HIGH GROUNDWATER TABLE AS CERTIFIED BY A FLORIDA LICENSED PROFESSIONAL SOILS ENGINEER AND SUBSEQUENTLY APPROVED BY THE CITY. IN AREAS NOT MEETING THESE STANDARDS, A FLOWABLE FILL BASE OR FULL DEPTH ASPHALTIC BASE WILL BE REQUIRED. ALL CRUSHING OF RECYCLED CONCRETE SHALL BE DONE PRIOR TO THE MATERIAL BEING PLACED UPON THE SITE. TESTING OF SOIL CEMENT BASE SHALL HAVE THE SAME REQUIREMENTS AND BE PERFORMED AT THE SAME LOCATION AND INTERVALS AS REQUIRED FOR LIMEROCK.

STANDARD CONSTRUCTION DETAIL
ROADWAY AND PARKING AREA DESIGN AND CONSTRUCTION NOTES (CONTINUED)

FILE NAME: R1.DWG
DETAIL REF: R-1.1
REV. 12/18

19. DESIGN MIXES AND PRODUCT GRADATION INFORMATION FOR ALL MATERIALS TO BE INSTALLED AS PART OF THE LAND DEVELOPMENT CODE REQUIRED IMPROVEMENTS SHALL BE SUBMITTED TO THE CITY'S ENGINEER FOR ACCEPTANCE BY THE CITY. THE INFORMATION SHALL BE SUBMITTED NO LESS THAN THREE (3) WORKING DAYS PRIOR TO ANY CONSTRUCTION. SUBMITTALS SHALL INCLUDE, BUT NOT BE LIMITED TO, INFORMATION TO EVALUATE THE MATERIALS PROPOSED FOR INSTALLATION AS SUBGRADE, BASE, AND PAVEMENT FOR ALL ROADWAY AND PARKING AREA SURFACES.
20. ASPHALT BINDER FOR WEARING COURSE HOT MIX AGGREGATES MAY BE VIRGIN MATERIAL OR UP TO 20% RECLAIMED ASPHALT PAVEMENT (RAP) IN ACCORDANCE WITH FDOT SPECIFICATIONS 334 (LATEST EDITION).
21. PRIOR TO PLACEMENT, FDOT CERTIFIED ASPHALT PLANTS MUST CERTIFY TO THE CITY'S PROJECT INSPECTOR THAT THE ASPHALT DELIVERED TO THE SITE IS IN ACCORDANCE WITH THE APPROVED PLANS AND SPECIFICATIONS.
22. EXTRACTION AND GRADATION TESTS ON ASPHALT MIXES SHALL BE PROVIDED TO THE CITY'S DESIGNATED SITE INSPECTOR FOR EVERY 2500 SQUARE YARDS OF ASPHALT, OR PART THEREOF, TO ENSURE THAT DESIGN MIXES MEET THE CITY STANDARD SPECIFICATIONS.
23. FIELD TESTING OF THE ASPHALT PAVEMENT SHALL BE DONE AT INTERVALS EQUIVALENT TO SUBGRADE TESTING AND SHALL CONSIST OF, AS A MINIMUM, A COMPACTION TEST. ASPHALT PAVEMENT SHALL BE COMPACTED TO 98% DENSITY PER FM 1–T238 (METHOD B), NUCLEAR DENSITY TEST, "BACKSCATTER METHOD" AND/OR MINIMUM 90% MAXIMUM VOIDLESS SPECIFIC GRAVITY.
24. IN ADDITION TO THE FIELD DENSITY TESTS NOTED, THE CITY RESERVES THE RIGHT TO REQUIRE CORE SAMPLES OF PAVEMENT SECTIONS EXTRACTED AND TESTED BY A CERTIFIED SOILS ENGINEERING LABORATORY AT THE DEVELOPER'S EXPENSE. THE CITY'S DESIGNATED SITE INSPECTOR SHALL DESIGNATE THE LOCATIONS OF THE TEST CORE LOCATIONS.
25. THE ROADWAY CROWN SHALL HAVE A STANDARD ONE QUARTER INCH (1/4") PER FOOT SLOPE.
26. ALL ROADWAYS WITH CURB AND GUTTER SECTIONS SHALL HAVE AS A STANDARD A MINIMUM LONGITUDINAL SLOPE OF 0.30% THE ROADWAY CENTERLINE SHALL BE CLEARLY MARKED ON THE DESIGN PLANS. AT A MINIMUM, DESIGN ROADWAY CENTERLINE ELEVATIONS SHALL BE NOTED AT ALL GRADE CHANGES AND AT 100' INTERVALS ALONG THE ROADWAY PROFILE ON BOTH THE DESIGN PLANS AND AS–BUILT DRAWINGS.
27. THE FINISHED PAVEMENT EDGE SHALL BE ONE QUARTER INCH (1/4") ABOVE THE ADJACENT CONCRETE GUTTER FOR GUTTERS COLLECTING AND CONVEYING STORMWATER.
28. CONCRETE CURBS SHALL BE PROVIDED ON BOTH SIDES OF ALL STREETS AND ALL CONCRETE CURBS SHALL BE CONSTRUCTED WITH MINIMUM 3,000 PSI CONCRETE AT 28 DAYS.
29. CONCRETE CURBING, SIDEWALKS, PAVEMENT AND SIMILAR CONCRETE AREAS SHALL BE SAW CUT WITHIN 4 TO 18 HOURS OF PLACEMENT. SAW CUTS SHALL BE 1/4" IN WIDTH TO A DEPTH OF 1/4 OF THE TOTAL DEPTH OF CONCRETE OR 1–1/2", WHICHEVER IS LESS. SAW CUTS SHALL BE LOCATED AT INTERVALS OF TEN FEET (10') WITH EXPANSION JOINTS AT STREET INTERSECTIONS, RADIUS POINTS, STRUCTURES, AND ALONG CURVES AT SIXTY FEET (60') INTERVALS. ALL EXPANSION JOINT MATERIAL IS REQUIRED TO BE INSTALLED THROUGH THE ENTIRE DEPTH OF THE CONCRETE CURB. FOR LINEAL SECTIONS OF CURBS, EXPANSION JOINTS SHALL BE LOCATED AT A MAXIMUM SPACING OF FIVE–HUNDRED FEET (500') AND SHALL BE 1/2" IN WIDTH.

STANDARD CONSTRUCTION DETAIL
ROADWAY AND PARKING AREA DESIGN AND CONSTRUCTION NOTES (CONTINUED)

FILE NAME: R1.DWG
DETAIL REF: R-1.2
REV. 12/18

29. THE FOLLOWING SYMBOLS SHALL BE CUT IN THE CURB TO MARK LOCATION OF SERVICES:

| SYMBOL | SERVICE |
|---|---|
| "V" | SEWER |
| "R" | RECLAIMED WATER |
| "A" | POTABLE WATER |
| "X" | VALVE – POTABLE WATER |

30. THREE (3) CONCRETE CYLINDERS SHALL BE TAKEN FOR EVERY SEVENTY–FIVE (75) CUBIC YARDS OF CONCRETE OR LESS PLACED. 1 CYLINDER WILL BE TESTED IN 14 DAYS, 1 IN 28 DAYS AND 1 SHALL BE RETAINED FOR 1 YEAR. RESULTS SHALL BE PROVIDED TO THE CITY'S DESIGNATED SITE INSPECTOR AS THEY BECOME AVAILABLE.
31. A CONCRETE SLUMP TEST SHALL BE REQUIRED WITHIN THE FIRST THIRTY (30) CUBIC YARDS OF CONCRETE. THEREAFTER, SLUMP TESTS SHALL BE REQUIRED FOR EVERY THIRTY (30) CUBIC YARDS OF CONCRETE, OR FRACTION THEREOF, WITH COPIES OF THE RESULTS PROVIDED TO THE CITY'S DESIGNATED SITE INSPECTOR. THE SLUMP TEST SHALL MEET THE REQUIRED MIX DESIGN ON EACH LOAD DELIVERED.
32. THE DEVELOPER SHALL PROVIDE ALL REQUIRED PAVEMENT MARKINGS ON ALL ROADWAYS PER CITY, COUNTY, AND STATE REQUIREMENTS. 6" WIDE FOG LINE SHALL BE INSTALLED WHERE NO CURB IS PRESENT. CENTERLINE STRIPES SHALL BE PROVIDED ON EXTENSIONS OF CITY COLLECTOR OR ARTERIAL ROADS, COUNTY ROADS, STATE HIGHWAYS AND ALONG LOCAL STREETS IN THE VICINITY OF THEIR INTERSECTION WITH THE ABOVE MENTIONED ROADWAYS.
33. A FDOT APPROVED 30" STOP SIGN AND A 24" WIDE WHITE THERMOPLASTIC STOP BAR ARE REQUIRED AT ALL ROADWAY INTERSECTIONS.
34. ALL TRAFFIC CONTROL DEVICES PLACED AT INTERSECTIONS, PRIVATE STREETS, PUBLIC STREETS, COUNTY ROADS AND STATE HIGHWAYS WITHIN THE CITY LIMITS SHALL BE INSTALLED ACCORDING TO THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES, LATEST EDITION. THE MAINTENANCE OF TRAFFIC (MOT) INSTALLATION AND SUBSEQUENT OPERATION SHALL BE OVERSEEN BY A CONTRACTOR WHOSE JOBSITE PERSONNEL HOLD A CURRENT FDOT CERTIFICATION IN TEMPORARY TRAFFIC CONTROL COMMENSURATE WITH THEIR LEVEL OF RESPONSIBILITY (EX. FLAGGER, INTERMEDIATE, ADVANCED).
35. THE DEVELOPER IS RESPONSIBLE FOR PAYING FEES FOR TRAFFIC CONTROL DEVICES. STREET SIGNS AND STOP SIGNS SHALL BE PLACED AT ALL INTERSECTIONS, INCLUDING, BUT NOT LIMITED TO, TO PRIVATE STREETS, PUBLIC STREETS, COUNTY ROADS AND STATE HIGHWAYS WITHIN THE CITY LIMITS.
36. THE DEVELOPER IS RESPONSIBLE FOR PAYING FEES FOR ALL STREET LIGHTS TO FPL PRIOR TO ACCEPTANCE OF THE PROJECT BY THE CITY.
37. FOUR FOOT (4') WIDE SIDEWALKS SHALL BE PROVIDED ON BOTH SIDES OF ALL RESIDENTIAL STREETS.
38. BIKE PATHS SHALL BE CONSTRUCTED EIGHT FEET (8') IN WIDTH ALONG ARTERIAL AND OTHER SELECTED HIGHWAYS AS DIRECTED BY THE CITY.

STANDARD CONSTRUCTION DETAIL
ROADWAY AND PARKING AREA DESIGN AND CONSTRUCTION NOTES (CONTINUED)

FILE NAME: R1.DWG
DETAIL REF: R-1.3
REV. 12/18

39. STANDARD TURNING RADII FOR INTERSECTIONS:

| | |
|---|---|
| RESIDENTIAL STREETS INTERSECTING STATE OR COUNTY ROADWAYS OR MAJOR THOROUGHFARES WITHIN THE CITY | 35–50 FEET |
| CITY STREETS INTERSECTING ENTRANCES TO COMMERCIAL SITES | 35 FEET |
| INTERSECTIONS INTERIOR IN SUBDIVISIONS | 35 FEET |

NOTE: SHOULD VOLUSIA COUNTY OR THE FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) DETERMINE THAT LARGER RADII ARE WARRANTED WITHIN THEIR RIGHT–OF–WAY, THE LARGER RADII SHALL APPLY.

40. STANDARD TURNING RADII AND WIDTHS OF ACCESS DRIVES FOR SITE PLANS (NOT SUBDIVISONS) SHALL BE IN ACCORDANCE WITH LDC, CH. 12, SEC. 3(F).
41. CONSTRUCTION METHODS AND DESIGN FOR CONCRETE PAVEMENT SHALL CONFORM TO FDOT STANDARD SPECIFICATION FOR ROAD AND BRIDGE CONSTRUCTION, LATEST EDITION.
42. ALL CONTRACTORS THAT ARE PERFORMING THE CONSTRUCTION OF LAND DEVELOPMENT CODE REQUIRED IMPROVEMENTS (INCLUDING WATER MAINS, SANITARY SEWER MAINS, RECLAIMED WATER MAINS, STORM WATER PIPES AND INLETS, ROADWAYS, AND PARKING FACILITIES) SHALL BE CERTIFIED WITH THE STATE OF FLORIDA CONSTRUCTION INDUSTRY LICENSING BOARD FOR THE TYPE OF WORK THAT THEY PERFORM.
43. ALL CONTRACTORS THAT ARE PERFORMING THE CONSTRUCTION WORK OF LAND DEVELOPMENT CODE REQUIRED IMPROVEMENTS SHALL BE LICENSED BY THE STATE OF FLORIDA CONSTRUCTION INDUSTRY LICENSING BOARD AND REGISTERED WITH VOLUSIA COUNTY. THE LICENSE AND REGISTRATION SHALL PERTAIN TO THE TYPE OF WORK BEING PERFORMED.
44. EXCEPT AS PROVIDED IN THE LAND DEVELOPMENT CODE, ALL ELECTRIC, TELEPHONE, TELEVISION, LINES AND SIMILAR UTILITIES ARE REQUIRED TO BE INSTALLED UNDERGROUND AT THE EXPENSE OF THE OWNER, DEVELOPER, AND BUILDER.
45. MINIMUM UTILITY DEPTHS:

| | |
|---|---|
| POTABLE WATER, SANITARY SEWER AND RECLAIMED WATER MAINS | 36 INCHES |
| HIGH VOLTAGE SUCH AS POWER FEEDER, SERVICE, AND DROPS | 30 INCHES |
| LOW VOLTAGE SUCH AS PHONE AND CABLE TV FOR FEEDER AND SERVICE | 18 INCHES |
| LOW VOLTAGE UTILITIES SUCH AS PHONE AND CABLE TV FOR DROPS | 12 INCHES |

NOTE: IN NO INSTANCE SHALL THE DEPTH OF COVER BE LESS THAN 36" FROM FINISHED GRADE TO THE TOP OF PIPE FOR POTABLE WATER MAINS, SANITARY SEWER MAINS AND RECLAIMED WATER MAINS. HOWEVER, IN THE EVENT THAT THIS CONDITION CANNOT BE MET DUE TO UNANTICIPATED CONFLICTS DURING THE CONSTRUCTION PROCESS, DUCTILE IRON PRESSURE CLASS 350 OR CONCRETE ENCASEMENT MAY BE USED AS APPROVED BY THE CITY PUBLIC UTILITIES DEPARTMENT.

46. LANDSCAPE PLANS SHALL CLEARLY DEPICT THE DESIGN LOCATION OF PLANTINGS RELATIVE TO THE LOCATION OF UNDERGROUND AND OVERHEAD PUBLIC UTILITIES AND STORMWATER INFRASTRUCTURE IN ORDER TO EVALUATE POTENTIAL CONFLICTS.

STANDARD CONSTRUCTION DETAIL
ROADWAY AND PARKING AREA DESIGN AND CONSTRUCTION NOTES (CONTINUED)

FILE NAME: R1.DWG
DETAIL REF: R-1.4
REV. 12/18

NOTES:

1. FDOT CLEAR ZONE MAY BE REDUCED ON CAPITAL RECONSTRUCTION AND MAINTENANCE PROJECTS UPON APPROVAL BY THE CITY'S PROFESSIONAL ENGINEER.
2. TREES IN EXCESS OF 12" CALIPER AT MATURITY AND MULTI–TRUNKED PALMS SHALL BE SET BACK TO TWICE THE MINIMUM CLEAR ZONE (2 X *).
3. WHERE PAVEMENT WIDENING IN ACCORDANCE WITH FDOT STANDARDS IS NOT PROVIDED IN HORIZONTAL CURVES, ADDITIONAL CLEAR ZONE SHALL BE PROVIDED EQUAL TO THE REQUIRED PAVEMENT WIDENING.
4. CLEAR ZONES ON CURBED ROADS SHALL BE MEASURED FROM THE FACE OF CURB OR FROM THE EDGE OF THE THROUGH LANE ON RURAL ROADS. CURBED ROADS REFER TO HIGH BACK CURBS ONLY.
5. SHRUBS ADJACENT TO SIDEWALKS AND WITHIN INTERSECTION SIGHT TRIANGLES CANNOT EXCEED 24" ABOVE THE LOWEST ADJACENT ROADWAY GRADE. ALL OTHER SHRUBS MUST BE LESS THAN OR EQUAL TO 30" IN HEIGHT.
6. INSTALLATION OF LANDSCAPING IN PUBLIC RIGHTS–OF–WAY REQUIRES EXECUTION OF A "LICENSE AGREEMENT" BETWEEN THE DEVELOPER AND THE CITY. FOR INSTANCES WHERE THE STREETS AND PRIVATE AND PUBLIC UTILITY EASEMENTS ARE PROVIDED, THE DEVELOPER MAY BE REQUIRED TO OBTAIN OBTAIN A RELEASE FROM THE FRANCHISE UTILITIES IN ORDER TO INSTALL THE LANDSCAPE IMPROVEMENTS.
7. LANDSCAPING PLANS SHALL CLEARLY DEPICT THE DESIGN LOCATION OF PLANTINGS RELATIVE TO THE LOCATION OF UNDERGROUND AND OVERHEAD PUBLIC UTILITIES AND STORMWATER INFRASTRUCTURE IN IN ORDER TO EVALUATE POTENTIAL CONFLICTS.
8. SHRUBS, UNDERSTORY TREES AND PALMS SHALL BE ALLOWED IN THE RIGHT–OF–WAY WITH EXISTING AND PROPOSED UTILITIES. SHADE TREES, ESPECIALLY THOSE WITH AGGRESSIVE ROOT SYSTEMS, WILL REQUIRE SPECIFIC CITY APPROVAL.
9. SHADE TREES MUST NOT BE PLANTED UNDER OR DIRECTLY ADJACENT TO OVERHEAD UTILITIES THAT WOULD REQUIRE EXCESSIVE PRUNING TO AVOID THE UTILITY LINES.
10. TREES WITH AGGRESSIVE ROOT SYSTEMS SHALL REQUIRE SOME FORM OF ROOT GUIDING SYSTEM TO TO PREVENT THE UPHEAVAL OF ADJACENT ROADWAY PAVEMENT AND/OR SIDEWALKS.

STANDARD CONSTRUCTION DETAIL
ROADWAY LANDSCAPING LAYOUT AND NOTES (CONTINUED)

FILE NAME: R2.DWG
DETAIL REF: R-2.1
REV. 12/18

ALL MATERIALS AND INSTALLATION METHODS USED FOR LAND DEVELOPMENT CODE REQUIRED IMPROVEMENTS FOR SUBDIVISIONS AND SITE PLANS SHALL BE IN CONFORMANCE WITH THE CITY, FDOT STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION (LATEST EDITION) AND THE FDOT ROADWAY AND TRAFFIC DESIGN STANDARDS (LATEST EDITION).

1. ALL STORM SEWERS AND CULVERTS LOCATED IN ROADWAY RIGHTS–OF–WAY AND ROADWAY EASEMENTS SHALL BE:
   A. CLASS III (MIN.) REINFORCED CONCRETE PIPE (RCP), IN ACCORDANCE WITH ASTM C76, C655, C506 AND C507. ALL RCP JOINTS SHALL BE ENTIRELY WRAPPED WITH FILTER FABRIC WITH A MINIMUM WIDTH OF 24" AND A MINIMUM OF 24" OVERLAP SECURED WITH PLASTIC OR STAINLESS BANDS. GASKETS ALONE ARE NOT PERMITTED AS AN EQUIVALENT SUBSTITUTE FOR MEETING THIS REQUIREMENT. ALL JOINTS SHALL BE RUBBER GASKETED FOR BOTH ROUND AND ELLIPTICAL PIPE.
   B. CORRUGATED, SMOOTH INTERIOR WALL, HIGH DENSITY POLYETHYLENE (HDPE), UP TO 60" DIAMETER, IN ACCORDANCE WITH ASTM F2306. ALL JOINTS WILL BE IN ACCORDANCE WITH MANUFACTURER'S SPECIFICATIONS.
   C. CORRUGATED, SMOOTH INTERIOR WALL, POLYPROPYLENE (PP), UP TO 60" DIAMETER, IN ACCORDANCE WITH ASTM F2881 ALL JOINTS WILL BE IN ACCORDANCE WITH MANUFACTURER'S SPECIFICATIONS.
   D. CORRUGATED, SMOOTH INTERIOR WALL, PVC, UP TO 36" DIAMETER, IN ACCORDANCE WITH ASTM F949 ALL JOINTS WILL BE IN ACCORDANCE WITH MANUFACTURER'S SPECIFICATIONS.
2. STORM SEWERS AND CULVERTS LOCATED OUTSIDE OF ROADWAY RIGHTS–OF–WAY AND ROADWAY EASEMENTS MAY BE MADE OF ALTERNATE MATERIALS, INCLUDING SDR26 TO SDR35 PVC IN ACCORDANCE WITH ASTM D–3034.
3. DEPTH OF COVER MEASURED TO THE TOP OF PIPE (NOT INCLUDING THE BELL JOINT) SHALL BE A MINIMUM OF 12". DEVIATION FROM THIS REQUIREMENT MAY BE ALLOWED BY INCREASING THE PIPE'S STRUCTURAL CAPACITY. THIS DEVIATION MUST BE SPECIFIED ON THE PLANS APPROVED FOR CONSTRUCTION AND SUBSEQUENTLY REFLECTED ON THE SHOP DRAWINGS AND AS–BUILT PLANS.
4. ALL STORM DRAINAGE PIPES LOCATED IN ROADWAY RIGHTS–OF–WAY AND ROADWAY EASEMENTS SHALL BE A MINIMUM OF 15" DIAMETER OR EQUIVALENT AND BE DESIGNED FOR A MINIMUM OF A 25 YEAR – 24 HOUR STORM. STORM DRAINAGE PIPES SMALLER THAN 15" ARE PERMITTED ON PRIVATE SITE PLANS PROVIDED MAINTENANCE IS PERFORMED BY THE OWNER.
5. STORM INLETS, MANHOLES, AND CATCH BASINS SHALL BE EITHER POURED IN PLACE OR PRECAST REINFORCED CONCRETE. STRUCTURES SHALL BE REQUIRED AT EACH CHANGE OF PIPE SIZE OR CHANGE IN PIPE DIRECTION. ALL STRUCTURES SHALL BE IN COMPLIANCE WITH FDOT DRAINAGE INDEX 200. CAST IN PLACE STRUCTURES SHALL HAVE 8" THICK WALLS AND PRECAST STRUCTURES SHALL HAVE 6" THICK WALLS. THESE DIMENSIONS MUST BE REFLECTED ON BOTH SHOP AND AS–BUILT DRAWINGS.
6. CULVERTS SHALL BE SLOPED TO MAINTAIN A MINIMUM SELF–CLEANING V

10. THE MAXIMUM PERMISSIBLE SLOPE OF ANY NEW POND BANKS IS 4:1 (HORIZONTAL:VERTICAL). THIS LIMIT SHALL BE APPLIED TO ALL AREAS EXCEPT BELOW THE WATER TABLE WHERE SHARPER SLOPES ARE PERMISSIBLE.
11. PIPED STORMWATER SYSTEMS SHALL HAVE A MINIMUM DRAINAGE MAINTENANCE EASEMENT WIDTH OF 20', CENTERED OVER PIPE/STRUCTURE, AND SHALL BE INCREASED DEPENDING UPON CONDITIONS, SUCH AS OSHA UNSHIELDED TRENCH COMPLIANCE.
12. NORMAL ROADSIDE SWALES ARE PERMITTED TO BE CONSTRUCTED TO A MAXIMUM DEPTH OF 18" BELOW THE OUTSIDE EDGE OF PAVEMENT OR CONCRETE CURB.
13. CONCRETE EROSION CONTROL MUST BE PROVIDED WHERE SWALES OR CULVERTS INTERCEPT DRAINAGE DITCHES.
14. IN GENERAL, ALL RETENTION / DETENTION SITES MUST BE CONSTRUCTED ON ALL PROJECTS PRIOR TO ANY ROAD, PARKING LOT, OR BUILDING CONSTRUCTION COMMENCING OR AS CURRENT PERMIT CONDITIONS DICTATE. SEWER AND WATER MAINS MAY BE INSTALLED PRIOR TO RETENTION/DETENTION SITE ONSTRUCTION IF DEWATERING IS NOT REQUIRED.
15. POND INFLOW AND OUTLET STRUCTURES SHALL GENERALLY BE CONSTRUCTED WITH REINFORCED CONCRETE.
16. SKIMMERS FOR WET PONDS SHALL BE CONSTRUCTED SUCH THAT THE BOTTOM EXTENDS 6" BELOW THE NORMAL WATER LEVEL AND 6" ABOVE THE OVERFLOW. FOR DRY PONDS, THE SKIMMER BOTTOM SHALL BE SET 6" BELOW THE LOWEST OVERFLOW ELEVATION AND 6" ABOVE THE HIGHEST POINT OF OVERFLOW. ALL SKIMMERS SHALL BE CONSTRUCTED OF MINIMUM 1/4" THICK ALUMINUM OR FIBERGLASS AND ADEQUATELY SUPPORTED TO PREVENT DEFLECTION.
17. DEVELOPMENT PLANS FOR ALL STORMWATER MANAGEMENT SYSTEMS SHALL CONTAIN POP-OFF DATA (OVERFLOW), BOTTOM ELEVATION, NORMAL WATER LEVELS, MEAN ANNUAL SEASONAL HIGH WATER TABLE ELEVATION, TREATMENT VOLUME AND CORRESPONDING ELEVATION, 100 YEAR HIGH WATER LEVELS, AND THE DESIGN TAILWATER ELEVATION (IF APPLICABLE).
18. WHEN CULVERTS ARE INSTALLED TO MAINTAIN THE FLOW OF EXISTING DRAINAGE WAYS WHERE NEWLY PROPOSED ROADS WOULD OTHERWISE SEVER THE DRAINAGE WAY THEN CULVERTS CROSSING RIGHTS-OF-WAY SHALL EXTEND FROM RIGHT-OF-WAY LINE TO RIGHT-OF-WAY LINE UNDER THE ROADWAY. CULVERTS SHALL BE DESIGNED TO ACCOMMODATE THE FLOW FROM THE 100 YEAR-24 HOUR STORM EVENT WITHOUT FLOODING ADJACENT PROPERTY OR SURCHARGING THE SAID ROADWAY.
19. THE CITY MAY REQUEST THAT THE DEVELOPER SUBMIT A REPORT BY A QUALIFIED HYDROLOGIST ON THE IMPACT THE POND WILL HAVE ON NEIGHBORING WATER TABLE ELEVATIONS BOTH DURING CONSTRUCTION AND AFTER POND COMPLETION. THE CITY MAY REQUIRE GROUNDWATER MONITORING DURING THE POND EXCAVATION.
20. SOIL EROSION CONTROL MEASURES, SATISFACTORY TO THE ST. JOHNS RIVER WATER MANAGEMENT DISTRICT AND THE CITY, SHALL BE EMPLOYED DURING CONSTRUCTION.
21. A 10' MAINTENANCE EASEMENTS/RIGHTS-OF-WAY SHALL BE PROVIDED AROUND THE ENTIRE PERIMETER OF ALL PONDS AND ASSOCIATED OUTFALLS DISCHARGING INTO AND OUT OF LAKES. APPLICABLE CROSS SECTIONS SHALL BE INCLUDED ON FINAL DEVELOPMENT PLANS.
22. THE CONTRACTOR SHALL BE RESPONSIBLE TO OBTAIN ANY AND ALL DEWATERING PERMITS THAT MAY BE REQUIRED.
23. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO REVIEW AND MAINTAIN A COPY OF THE SJRWMD AND NPDES PERMITS AT THE CONSTRUCTION SITE AND ABIDE BY ALL CONDITIONS OF THE PERMIT.
24. LANDSCAPE PLANS SHALL CLEARLY DEPICT THE DESIGN LOCATION OF PLANTINGS RELATIVE TO THE LOCATION OF PUBLIC UTILITIES AND STORMWATER INFRASTRUCTURE IN ORDER TO EVALUATE POTENTIAL CONFLICTS.

STANDARD CONSTRUCTION DETAIL
STORM DRAINAGE DESIGN
AND CONSTRUCTION NOTES
(CONTINUED)

REV. 12/18

FILE NAME: ST1.DOC
DETAIL REF: ST-1.1

25. NEW OR RELOCATED, UNDERGROUND MAINS SHALL BE LAID TO PROVIDE THE FOLLOWING MINIMUM CROSSING/VERTICAL SEPARATIONS (OUTSIDE TO OUTSIDE):

| | WATER | STORM GRAVITY | STORM FORCE | RECLAIM | SANITARY GRAVITY | SANITARY FORCE |
|---|---|---|---|---|---|---|
| WATER | | OVER STORM GRAVITY 6", PREFERRED 12" | OVER STORM FORCE 12" | OVER RECLAIM 12" | OVER SANITARY GRAVITY 6", PREFERRED 12" | OVER SANITARY FORCE 12" |
| | | UNDER STORM GRAVITY 12" | UNDER STORM FORCE 12" | UNDER RECLAIM 12" | UNDER SANITARY GRAVITY 12" | UNDER SANITARY FORCE 12" |
| STORM GRAVITY | OVER WATER 12" | | OVER STORM FORCE 6" | OVER RECLAIM 6", PREFERRED 12" | OVER SANITARY GRAVITY 6", PREFERRED 12" | OVER SANITARY FORCE 6", PREFERRED 12" |
| | UNDER WATER 6", PREFERRED 12" | | UNDER STORM FORCE 6" | UNDER RECLAIM 12" | UNDER SANITARY GRAVITY 12" | UNDER SANITARY FORCE 12" |
| STORM FORCE | OVER WATER 12" | OVER STORM GRAVITY 6" | | OVER RECLAIM 12" | OVER SANITARY GRAVITY 12" | OVER SANITARY FORCE 12" |
| | UNDER WATER 12" | UNDER STORM GRAVITY 6" | | UNDER RECLAIM 12" | UNDER SANITARY GRAVITY 12" | UNDER SANITARY FORCE 12" |
| RECLAIM | OVER WATER 12" | OVER STORM GRAVITY 12" | OVER STORM FORCE 12" | | OVER SANITARY GRAVITY 12" | OVER SANITARY FORCE 12" |
| | UNDER WATER 12" | UNDER STORM GRAVITY 6", PREFERRED 12" | UNDER STORM FORCE 12" | | UNDER SANITARY GRAVITY 12" | UNDER SANITARY FORCE 12" |
| SANITARY GRAVITY | OVER WATER 12" | OVER STROM GRAVITY 12" | OVER STORM FORCE 12" | OVER RECLAIM 12" | | OVER SANITARY FORCE 12" |
| | UNDER WATER 6", PREFERRED 12" | UNDER STORM GRAVITY 6", PREFERRED 12" | UNDER STORM FORCE 12" | UNDER RECLAIM 12" | | UNDER SANITARY FORCE 12" |
| SANITARY FORCE | OVER WATER 12" | OVER STORM GRAVITY 12" | OVER STORM FORCE 12" | OVER RECLAIM 12" | OVER SANITARY GRAVITY 12" | |
| | UNDER WATER 12" | UNDER STORM GRAVITY 6", PREFERRED 12" | UNDER STORM FORCE 12" | UNDER RECLAIM 12" | UNDER SANITARY GRAVITY 12" | |

STANDARD CONSTRUCTION DETAIL
STORM DRAINAGE DESIGN
AND CONSTRUCTION NOTES
(CONTINUED)

REV. 12/18

FILE NAME: ST1.DOC
DETAIL REF: ST-1.2

26. NEW OR RELOCATED, UNDERGROUND MAINS SHALL BE LAID TO PROVIDE THE FOLLOWING MINIMUM HORIZONTAL SEPARATIONS (OUTSIDE TO OUTSIDE):

| | WATER | STORM GRAVITY | STORM FORCE | RECLAIM | SANITARY GRAVITY | SANITARY FORCE |
|---|---|---|---|---|---|---|
| WATER | | 3' | 3' | 3' | 6', PREFERRED 10' | 6', PREFERRED 10' |
| STORM GRAVITY | 3' | | 3' | 3' | 6', PREFERRED 10' | 6', PREFERRED 10' |
| STORM FORCE | 3' | 3' | | 3' | 6', PREFERRED 10' | 6', PREFERRED 10' |
| RECLAIM | 3' | 3' | 3' | | 6', PREFERRED 10' | 6', PREFERRED 10' |
| SANITARY GRAVITY | 6', PREFERRED 10' | 6', PREFERRED 10' | 6', PREFERRED 10' | 6', PREFERRED 10' | | 6', PREFERRED 10' |
| SANITARY FORCE | 6', PREFERRED 10' | 6', PREFERRED 10' | 6', PREFERRED 10' | 6', PREFERRED 10' | 6', PREFERRED 10' | |

STANDARD CONSTRUCTION DETAIL
STORM DRAINAGE DESIGN
AND CONSTRUCTION NOTES
(CONTINUED)

REV. 12/18

FILE NAME: ST1.DOC
DETAIL REF: ST-1.3

**CANALS AND WATERWAYS**

1. CANALS AND WATERWAYS SHALL BE AVOIDED EXCEPT WHEN APPROVED AND DEEMED BY THE CITY TO BE UNAVOIDABLE OR NECESSARY.
2. IN THE EVENT OF SUCH APPROVAL, CANALS OR WATERWAYS SHALL BE A MINIMUM OF 40' IN WIDTH PLUS MAINTENANCE AREA. THE MAINTENANCE AREA WIDTH OR EASEMENT SHALL BE A MINIMUM OF 20' ON ONE BANK AND 10' ON THE OPPOSITE BANK MEASURED FROM THE TOP OF BANK AND LOCATED ALONG THE ENTIRE LENGTH OF THE CANAL. THE MAINTENANCE OR EASEMENT WIDTH SHALL BE ESTABLISHED BY THE CITY BASED ON EXISTING AND FUTURE CONDITIONS AS WELL AS THE TYPES OF MAINTENANCE EQUIPMENT AVAILABLE.
3. CANALS OR WATERWAYS SHALL BE A MINIMUM OF 40' IN WIDTH PLUS REQUIRED MAINTENANCE AREAS.
4. CANALS SHALL HAVE A MINIMUM BOTTOM WIDTH OF 3' AND MAXIMUM PERMISSIBLE SIDE SLOPE OF 4:1 (HORIZONTAL:VERTICAL). SHARPER SLOPES MAY BE CONSIDERED BELOW THE NORMAL WATER LEVEL PROVIDING THAT ADDITIONAL BANK STABILIZATION MEASURES ARE INSTALLED BASED UPON THE RECOMMENDATIONS OF A CERTIFIED GEOTECHNICAL ENGINEER. CANAL BANKS SHALL BE SODDED.
5. WATERWAYS AFFECTED BY TIDAL ACTION SHALL HAVE A MINIMUM DEPTH OF 9' BELOW SEA LEVEL REFERENCING THE NORTH AMERICAN VERTICAL DATUM 1988. THESE WATERWAYS SHALL BE SEPARATED FROM FRESH WATER BY SALINITY DAMS AND SPILLWAY CONTROL STRUCTURES AS APPROVED BY THE CITY.

**BRIDGES**

1. BRIDGES SHALL BE CONSTRUCTED WITH BRIDGE CURB ON BOTH SIDES RUNNING ITS COMPLETE LENGTH.
2. STANDARD 48" WIDE SIDEWALKS SHALL BE PROVIDED ON BOTH SIDES SEPARATED FROM THE ROADWAY IN ACCORDANCE WITH THE FLORIDA GREEN BOOK (LATEST EDITION).
3. APPROACH GUARDRAILS OR FENCES SHALL BE PROVIDED WHERE REQUIRED FOR SAFETY BY THE CITY.
4. BRIDGE GEOMETRY, BRIDGE DESIGN, AND LOADING SHALL CONFORM TO THE DESIGN CRITERIA OF THE AMERICAN ASSOCIATION OF STATE HIGHWAY AND TRANSPORTATION OFFICIALS STANDARD SPECIFICATIONS FOR HIGHWAY BRIDGES (LATEST EDITION).
5. PRIOR TO ACTUAL DESIGN OF THE BRIDGE, THE APPLICANT SHALL SUBMIT DESIGN LOAD CRITERIA TO THE CITY FOR APPROVAL.

**STANDARD CONSTRUCTION DETAIL**
**CANALS, WATERWAYS AND BRIDGES DESIGN AND CONSTRUCTION NOTES**

REV. 12/18

FILE NAME: ST2.DWG
DETAIL REF: ST-2

1. WATER DISTRIBUTION SYSTEM SHALL BE DESIGNED TO COMPLY WITH THE CITY'S LATEST FIRE/WATER FLOW CODE. ALL DEDICATED FIRE LINES SHALL BE INDEPENDENT OF ALL OTHER DOMESTIC WATER SERVICES.
2. ALL SINGLE AND DOUBLE RESIDENTIAL WATER SERVICES SHALL BE ENDOT ENDOPURE 1". COMMERCIAL SERVICES SHALL BE 1" OR 2" - NO 1-1/2" SERVICES ARE ALLOWED. POLYETHYLENE TUBING SHALL BE USED, IN ACCORDANCE WITH THE FOLLOWING SPECIFICATIONS:
   A. POLYETHYLENE TUBING SHALL BE CTS 3408 HIGH DENSITY TUBING, BLUE IN COLOR, AND RATED FOR A MINIMUM OF 200 PSI WITH SDR OF 9 (CTS)
   B. THE TUBING SHALL COME WITH A LIFETIME WARRANTY
   C. THE TUBING SHALL HAVE A VIRGIN HIGH DENSITY POLYETHYLENE CENTER FOR WHICH THE MANUFACTURER SHALL FURNISH A CERTIFICATE OF PURITY
   D. THE TUBING SHALL HAVE UV PROTECTION AND SHALL NOT BE AFFECTED BY DIRECT SUNLIGHT. THE TUBING SHALL COMPLY WITH OR EXCEED THE APPLICABLE STANDARDS OF ASTM D1248, D3350, D2239, D2737, NSF 14 AND AWWA C901
3. WATER SERVICES SHALL BE NORMALLY DOUBLE 1" SERVICES LOCATED AT SIDE LOT LINES. AT LOCATIONS WHERE SERVICES NEED TO BE OFFSET, SUCH AS AT FIRE HYDRANTS, FPL TRANSFORMERS, ETC., 1" SINGLE SERVICES SHALL BE SPECIFIED. THESE SERVICES MAY BE OFFSET A MAXIMUM OF 2' FROM SIDE LOT LINES.
4. APPROVED WATER VALVE TYPES ARE THE FOLLOWING:
   - RESILIENT SEATED GATE VALVES EQUAL TO OR LESS THAN 24" DIAMETER, PER AWWA C-515
   - BUTTERFLY VALVES GREATER THAN 24" DIAMETER, PER AWWA C-504
   - TAPPING VALVES WITH MECHANICAL TAPPING SLEEVE
5. WATER VALVES SHALL BE PLACED AT ALL STREET INTERSECTIONS AND AT MAXIMUM SPACINGS OF 1,000'.
6. AT ALL WATER MAIN TEES AND CROSSES, VALVES SHALL BE INSTALLED ON ALL LEGS EXCEPT ONE.
7. WATER MAINS SHALL BE C-900 PVC, BLUE IN COLOR, OR DIP PRESSURE CLASS 350 STANDARD CEMENT LINED UNLESS OTHERWISE APPROVED BY THE CITY. WATER MAINS 10" OR GREATER SHALL BE DIP.
8. PVC FITTINGS 4-INCH THROUGH 36-INCH SHALL BE PVC (OR DIP WITH PROTECTO 401) INJECTION-MOLDED OR FABRICATED AS SPECIFIED, MADE OF MATERIALS MEETING OR EXCEEDING THE REQUIREMENTS OF CELL CLASS 12454-B MATERIAL AS DEFINED IN ASTM D1784. FABRICATED FITTINGS SHALL BE MANUFACTURED WITH PIPE THAT MEETS OR EXCEEDS AWWA C-905 STANDARD, AND SHALL BE FIBERGLASS REINFORCED TO A PRESSURE RATING OF 165 PSI. ALL PVC OR MECHANICAL JOINT FITTINGS MUST COMPLY WITH OR EXCEED ANSI/AWWA C907, UNI-B-14 STANDARDS AS THEY APPLY TO THE APPROPRIATE SIZE RANGE AND METHOD OF MANUFACTURE.
9. ALL HDPE PIPE UTILIZED FOR WATER, FORCE MAIN AND/OR RECLAIMED WATER MAIN EXTENSIONS SHALL BE SDR 11 WITH #10 COPPERHEAD TRACER WIRE UNLESS SPECIFICALLY NOTED OTHERWISE. THE HDPE PIPE SHALL BE SIZED TO MATCH THE EXTERNAL DIAMETER OF THE PVC OR DIP PIPE TO WHICH IT IS ATTACHED.
10. ALL VALVES 2" AND LARGER SHALL BE S RESILIENT SEATED GATE VALVES (CORP STOPS ARE NOT ACCEPTABLE).
11. MEGALUGS, BOLTLESS RESTRAINED JOINTS OR GRIPPER GASKETS SHALL BE USED ON ALL RESTRAINED JOINT INSTALLATIONS. MINIMUM DEPTH OF BURY ON PIPES NOT MEETING REQUIRED COVER REQUIREMENTS SHALL FOLLOW THE MOST RECENT DIPRA THRUST RESTRAINT DESIGN GUIDELINES USING TORQUE WRENCHES PER MANUFACTURERS RECOMMENDATION.
12. WATER MAINS SHALL HAVE A MINIMUM COVER OF 36 INCHES AND A MAXIMUM DEPTH OF 48 INCHES FROM FINAL GRADE. CONFLICT LOCATIONS OR SPECIAL CIRCUMSTANCES NOT MEETING THESE REQUIREMENTS MAY BE APPROVED WHEN IT IS DETERMINED TO BE IN THE BEST INTEREST OF THE CITY.

STANDARD CONSTRUCTION DETAIL
POTABLE WATER DESIGN NOTES

REV. 12/18

FILE NAME: W1.DOC
DETAIL REF: W-1

13. WATER MAINS SHALL BE INSTALLED APPROXIMATELY 4' OFF THE BACK OF CURB OR AS APPROVED BY THE CITY. FOR CONSTRUCTION PURPOSES, THE PLANS SHALL DIMENSION THE PROPOSED LOCATIONS OF ALL WATER MAINS MEASURED FROM THE BACK OF CURB (OR EDGE OF PAVEMENT, IF NO CURB IS USED).
14. 3" METALLIZED PIPE LOCATION TAPE SHALL BE LOCATED BETWEEN 15" AND 24" BELOW FINISHED GRADE OR AS SPECIFIED BY MANUFACTURER FOR ALL PVC LINES. MARKER TAPE SHALL BE USED ON ALL DUCTILE IRON PIPE, AS WELL.
15. LANDSCAPE PLANS SHALL CLEARLY DEPICT THE DESIGN LOCATION OF PLANTINGS RELATIVE TO THE LOCATION OF PUBLIC UTILITIES AND STORMWATER INFRASTRUCTURE IN ORDER TO EVALUATE POTENTIAL CONFLICTS.
16. THE FIRE DEPARTMENT CONNECTION (FDC) FOR BUILDINGS WITH A FIRE PROTECTION SPRINKLER SYSTEM MUST BE WITHIN 50' OF UNOBSTRUCTED PATH TO A FIRE HYDRANT LOCATION APPROVED BY THE FIRE MARSHALL AND/OR PUBLIC UTILITIES ENGINEER.
17. A MINIMUM OF ONE FIRE HYDRANT SHALL BE LOCATED AT EVERY INTERSECTION. OTHER FIRE HYDRANTS SHALL BE LOCATED SO AS TO PRODUCE A MAXIMUM 250' FEET AND/OR MEETING THE LATEST NFPA CODE HOSE LAY REQUIREMENT ALONG THE STREET FOR ALL RESIDENTIAL BUILDINGS. FIRE HYDRANTS MAY NOT BE INSTALLED WITHIN 20' OF ANY ELECTRICAL TRANSFORMER.
18. NEW OR RELOCATED, UNDERGROUND MAINS SHALL BE LAID TO PROVIDE THE FOLLOWING MINIMUM HORIZONTAL SEPARATIONS (OUTSIDE TO OUTSIDE):

| | WATER | STORM GRAVITY | STORM FORCE | RECLAIM | SANITARY GRAVITY | SANITARY FORCE |
|---|---|---|---|---|---|---|
| WATER | | 3' | 3' | 3' | 6', PREFERRED 10' | 6', PREFERRED 10' |
| STORM GRAVITY | 3' | | 3' | 3' | 6', PREFERRED 10' | 6', PREFERRED 10' |
| STORM FORCE | 3' | 3' | | 3' | 6', PREFERRED 10' | 6', PREFERRED 10' |
| RECLAIM | 3' | 3' | 3' | | 6', PREFERRED 10' | 6', PREFERRED 10' |
| SANITARY GRAVITY | 6', PREFERRED 10' | 6', PREFERRED 10' | 6', PREFERRED 10' | 6', PREFERRED 10' | | 6', PREFERRED 10' |
| SANITARY FORCE | 6', PREFERRED 10' | 6', PREFERRED 10' | 6', PREFERRED 10' | 6', PREFERRED 10' | 6', PREFERRED 10' | |

19. A 3' MINIMUM HORIZONTAL SEPARATION BETWEEN THE WATER AND SANITARY GRAVITY MAINS SHALL BE ALLOWED WHEN THE WATER MAIN IS INSTALLED IN A SEPARATE TRENCH OR ON AN UNDISTURBED EARTH SHELF AT LEAST 6" ABOVE THE SANITARY GRAVITY MAIN.

STANDARD CONSTRUCTION DETAIL
POTABLE WATER DESIGN NOTES
(CONTINUED)

REV. 12/18

FILE NAME: W1.DOC
DETAIL REF: W-1.1

20. NEW OR RELOCATED, UNDERGROUND MAINS SHALL BE LAID TO PROVIDE THE FOLLOWING MINIMUM CROSSING/VERTICAL SEPARATIONS (OUTSIDE TO OUTSIDE):

| | WATER | STORM GRAVITY | STORM FORCE | RECLAIM | SANITARY GRAVITY | SANITARY FORCE |
|---|---|---|---|---|---|---|
| WATER | | OVER STORM GRAVITY 6", PREFERRED 12" | OVER STORM FORCE 12" | OVER RECLAIM 12" | OVER SANITARY GRAVITY 6", PREFERRED 12" | OVER SANITARY FORCE 12" |
| | | UNDER STORM GRAVITY 12" | UNDER STORM FORCE 12" | UNDER RECLAIM 12" | UNDER SANITARY GRAVITY 12" | UNDER SANITARY FORCE 12" |
| STORM GRAVITY | OVER WATER 12" | | OVER STORM FORCE 6" | OVER RECLAIM 6", PREFERRED 12" | OVER SANITARY GRAVITY 6", PREFERRED 12" | OVER SANITARY FORCE 6", PREFERRED 12" |
| | UNDER WATER 6", PREFERRED 12" | | UNDER STORM FORCE 6" | UNDER RECLAIM 12" | UNDER SANITARY GRAVITY 12" | UNDER SANITARY FORCE 12" |
| STORM FORCE | OVER WATER 12" | OVER STORM GRAVITY 6" | | OVER RECLAIM 12" | OVER SANITARY GRAVITY 12" | OVER SANITARY FORCE 12" |
| | UNDER WATER 12" | UNDER STORM GRAVITY 6" | | UNDER RECLAIM 12" | UNDER SANITARY GRAVITY 12" | UNDER SANITARY FORCE 12" |
| RECLAIM | OVER WATER 12" | OVER STORM GRAVITY 12" | OVER STORM FORCE 12" | | OVER SANITARY GRAVITY 12" | OVER SANITARY FORCE 12" |
| | UNDER WATER 12" | UNDER STORM GRAVITY 6", PREFERRED 12" | UNDER STORM FORCE 12" | | UNDER SANITARY GRAVITY 12" | UNDER SANITARY FORCE 12" |
| SANITARY GRAVITY | OVER WATER 12" | OVER STORM GRAVITY 12" | OVER STORM FORCE 12" | OVER RECLAIM 12" | | OVER SANITARY FORCE 12" |
| | UNDER WATER 6", PREFERRED 12" | UNDER STORM GRAVITY 6", PREFERRED 12" | UNDER STORM FORCE 12" | UNDER RECLAIM 12" | | UNDER SANITARY FORCE 12" |
| SANITARY FORCE | OVER WATER 12" | OVER STORM GRAVITY 12" | OVER STORM FORCE 12" | OVER RECLAIM 12" | OVER SANITARY GRAVITY 12" | |
| | UNDER WATER 12" | UNDER STORM GRAVITY 6", PREFERRED 12" | UNDER STORM FORCE 12" | UNDER RECLAIM 12" | UNDER SANITARY GRAVITY 12" | |

STANDARD CONSTRUCTION DETAIL
POTABLE WATER DESIGN NOTES
(CONTINUED)

REV. 12/18

FILE NAME: W1.DOC
DETAIL REF: W-1.2

1. THE CITY'S PUBLIC UTILITIES DEPARTMENT (386) 506-5750 SHALL BE GIVEN A MINIMUM OF 2 BUSINESS DAYS ADVANCE NOTICE (NOT INCLUDING HOLIDAYS OR WEEKENDS) PRIOR TO BEGINNING ANY POTABLE WATER SYSTEM CONSTRUCTION.
2. ALL WORK PERFORMED ON THE POTABLE WATER FACILITIES OWNED OR PROPOSED TO BE OWNED BY THE CITY SHALL BE CONSTRUCTED BY A STATE CERTIFIED UNDERGROUND UTILITY CONTRACTOR OR GENERAL CONTRACTOR LICENSED IN THE STATE OF FLORIDA AND REGISTERED WITH THE CITY.
3. NEWLY CONSTRUCTED POTABLE WATER SYSTEM EXTENSIONS MAY NOT BE USED PRIOR TO FINAL TESTING, CLEARANCE AND ACCEPTANCE BY THE CITY OF PORT ORANGE. THIS INCLUDES CONSTRUCTION WATER REQUIRED FOR SEWER LINE CLEANING OR RELATED USES.
4. ALL TAPPING OF MAINS SHALL BE PERFORMED BY THE CITY AND BILLED IN ACCORDANCE WITH THE ADOPTED FEE RESOLUTION. SCHEDULING OF THESE CONNECTIONS OR TAPPINGS SHALL REQUIRE A MINIMUM OF 2 BUSINESS DAYS, DIRECTED TO THE CITY'S DESIGNATED SITE INSPECTOR WHO SHALL COORDINATE THE WORK DIRECTLY WITH THE PUBLIC UTILITIES DEPARTMENT. SUBSEQUENTLY, THE CONNECTION SHALL BE SCHEDULED TO COMMENCE BETWEEN 8:00 A.M. AND NOON ON THE APPROPRIATE DAY.
5. CONTRACTOR SHALL PREPARE A SAFE, SECURE AND DRY EXCAVATION FOR THE TAPPING OF MAINS BY THE CITY. THE BOTTOM OF THE EXCAVATION SHALL HAVE A MINIMUM OF 6" THICK BEDDING OF #57 STONE. ALL EXCAVATIONS GREATER THAN 5 FEET IN DEPTH SHALL COMPLY WITH THE TRENCH SAFETY ACT.
6. THE CITY RESERVES THE RIGHT TO REQUIRE TIE-IN CONNECTIONS TO BE PERFORMED DURING PERIODS OF LOW FLOW (MIDNIGHT TO 6:00 A.M.) IN ORDER TO MINIMIZE SERVICE DISRUPTION TO EXISTING CUSTOMERS. THE INSTALLATION OF LINE STOPPING DEVICES ON PRESSURE MAIN (POTABLE WATER, RECLAIM WATER AND SANITARY FORCE MAINS) MAY BE REQUIRED ON ANY REQUESTED UTILITY OUTAGE AT THE DISCRETION OF PUBLIC UTILITIES DEPARTMENT TO MINIMIZE INTERRUPTION TO EXISTING UTILITY CUSTOMERS.
7. ALL METERS SHALL BE PROVIDED BY THE CITY IN ACCORDANCE WITH THE ADOPTED FEE RESOLUTION. METERS AND VAULTS FOR METERS 2" OR LESS WILL BE PROVIDED AND INSTALLED BY THE CITY. METERS 4" OR GREATER WILL BE PROVIDED BY THE CITY AND INSTALLED BY THE OWNER/DEVELOPER/CONTRACTOR. ALL UNDERGROUND VAULTS FOR METERS 4" OR GREATER WILL BE PROVIDED AND INSTALLED BY THE OWNER/DEVELOPER/CONTRACTOR. NOTE: LARGE COMMERCIAL RECLAIMED WATER METERS GREATER THAN 4" TAKE A MINIMUM OF 6 WEEKS FOR DELIVERY AFTER FEES ARE PAID TO THE CITY.
8. DEWATERING SHALL BE PROVIDED TO KEEP GROUNDWATER ELEVATION A MINIMUM OF 6 INCHES BELOW WATER MAIN BEING LAID.
9. ALL WATER MAINS SHALL BE LAID ON A FIRM FOUNDATION WITH ALL UNSUITABLE MATERIAL (MUCK, ROCK, COQUINA, ETC.) REMOVED AND REPLACED WITH CLEAN GRANULAR MATERIAL.
10. TRENCHES SHALL BE BACKFILLED WITH MATERIAL ACCEPTABLE TO THE CITY WITH A MINIMUM COMPACTION OF 98% IN PAVED AREAS AND 95% IN UNPAVED AREAS IN ACCORDANCE WITH AASHTO T-180.
11. IT SHALL BE THE CONTRACTORS RESPONSIBILITY TO ENSURE THAT TRENCH COMPACTION TESTS BE PROVIDED AT POINTS 1 FOOT ABOVE THE PIPE AND AT 1 FOOT VERTICAL INTERVALS TO FINISH GRADE, AT A MINIMUM SPACING OF EVERY 300 FEET.
12. ALL PVC PIPE SHALL BE STORED IN SUCH A WAY AS TO PREVENT WARPING, DEFLECTION, OR ANY DEFORMATION.
13. NO USED, RE-USED, RUSTED, SECOND HAND, OR ANY MATERIAL THAT IS NOT NEW SHALL BE USED IN ANY UTILITY IMPROVEMENT PROJECTS WITHIN THE CITY'S SERVICE AREA.
14. ALL POTABLE WATER MAINS SHALL USE A THRUST RESTRAINT JOINT METHOD IN COMPLIANCE WITH THE DUCTILE IRON PIPE RESEARCH ASSOCIATION (DIPRA) GUIDELINES. IN THE EVENT THAT PVC PIPE IS SPECIFIED, THE RESTRAINT JOINT SHALL BE MODIFIED IN ACCORDANCE WITH THE RECOMMENDED ADDITIONAL RESTRAINT LENGTH REQUIRED FOR PIPE WRAPPED WITH POLYETHYLENE.

STANDARD CONSTRUCTION DETAIL
POTABLE WATER CONSTRUCTION NOTES

REV. 12/18

FILE NAME: W2.DOC
DETAIL REF: W-2


ZEV COHEN & ASSOCIATES, INC.
300 INTERCHANGE BLVD., STE C
OWINGS MILLS, FL 32134
WWW.ZEVCOHEN.COM

CIVIL ENGINEERING
LANDSCAPE ARCHITECTURE
ENVIRONMENTAL
PLANNING
TRANSPORTATION
(LC #2)
(EB 6516)


| NO | DATE | BY | SUBMITTALS / REVISIONS |
|---|---|---|---|
| 1 | 11-21-25 | SM | INITIAL SUBMITTAL SET |
| 2 | 02-09-26 | SM | REVISED PER CITY OF PORT ORANGE COMMENTS DATED 12-12-25 |

# PORT ORANGE CITY CENTER SPORTS COMPLEX EXPANSION FINAL ENGINEERING PLANS CONSTRUCTION NOTES

VOLUSIA COUNTY, FLORIDA
CITY OF PORT ORANGE

PROJECT NO: ZC 25092
DESIGNED BY: SM
DRAFTED BY: GMC
CHECKED BY: SM
DRAWING FILE: 2-6_25092-NOT

Know what's below. Call before you dig.

ROBERT J. BALL, P.E., NO.60001
NOT VALID WITHOUT SEAL

SHEET: C4 OF 22


J:\25092 SILVER SANDS SOCCER FIELDS\FINAL ENGINEERING PLANS\CAD\MOS\2-6_25092-NOT.DWG - PRINTED 4/15/2026 1:43 PM

15. AT THE UTILITY CROSSINGS, ONE FULL LENGTH OF WATER MAIN PIPE SHALL BE CENTERED ABOVE OR BELOW THE OTHER PIPELINE SO THE WATER MAIN JOINTS WILL BE AS FAR AS POSSIBLE FROM THE OTHER PIPELINE. ALTERNATIVELY, AT SUCH CROSSINGS, THE PIPES SHALL BE ARRANGED SO THAT ALL WATER MAIN JOINTS ARE AT LEAST THREE FEET FROM ALL JOINTS IN VACUUM-TYPE SANITARY SEWERS, STORM SEWERS, STORMWATER FORCE MAINS OR PIPELINES CONVEYING RECLAIMED WATER REGULATED UNDER PART III OF CHAPTER 62-610 FAC AND AT LEAST SIX FEET FROM ALL JOINTS IN GRAVITY- OR PRESSURE-TYPE SANITARY SEWERS, WASTEWATER FORCE MAINS, OR PIPELINES CONVEYING RECLAIMED WATER NOT REGULATED UNDER PART III OF CHAPTER 62-610, FAC.
16. ALL WATER SERVICE ENDINGS SHALL BE MARKED WITH A 2"X 4" LUMBER (PRESSURE TREATED) EXTENDING 4 FEET ABOVE GRADE, WITH WATER SERVICES SECURED 12" MAXIMUM ABOVE THE GROUND. ALL SERVICES SHALL BE LOCKED AT THE TIME OF FINAL INSPECTION BY THE CONTRACTOR IN THE PRESENCE OF THE CITY INSPECTOR OR CITY PERSONNELL, AFTER THEY HAVE BEEN INSPECTED AND VERIFIED TO OPERATE PROPERLY.
17. ALL WATER VALVES SHALL BE ADJUSTED TO FINISHED GRADE AND THE CAPS PAINTED BLUE TO MAKE THEM PLAINLY VISIBLE.
18. WATER SYSTEMS SHALL BE PRESSURE TESTED AT 150 PSI STATIC PRESSURE FOR A PERIOD OF 2 HOURS PER AWWA STANDARDS.
19. IN AREAS WHERE RECLAIMED WATER IS NOT AVAILABLE THE CONTRACTOR SHALL BE REQUIRED TO (UPON SATISFACTORY COMPLETION OF THE PRESSURE TEST) TRANSFER THE WATER FROM THE POTABLE WATER LINES TO THE RECLAIMED WATER LINES FOR UTILIZATION IN THEIR PRESSURE TEST.
20. THE CONTRACTOR SHALL BE REQUIRED TO PIG ALL POTABLE MAINS 6" AND LARGER IN DIAMETER AND PRIMARY DISTRIBUTION MAINS LOCATED ON COLLECTOR AND ARTERIAL ROADWAYS. ALL PIGS SHALL BE NEW; NO FOAM PIGS ARE ALLOWED. LAUNCHING AND EXTRACTION POINTS SHALL BE DETERMINED BY THE CONTRACTOR. ALL PIGGING OPERATIONS SHALL BE WITNESSED BY A PUBLIC UTILITIES REPRESENTATIVE OR A CITY UTILITY INSPECTOR
21. ALL PROPOSED POTABLE WATER MAINS SHALL BE FLUSHED, DISINFECTED, PRESSURE TESTED AND BACTERIOLOGICALLY CLEARED FOR SERVICE WHEN APPROPRIATE IN ACCORDANCE WITH THE LATEST AWWA STANDARDS AND THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION REQUIREMENTS. THE CONTRACTOR SHALL NOTIFY THE CITY'S DESIGNATED SITE INSPECTOR WHO SHALL COORDINATE WITH CITY PERSONNEL AT THE WATER TREATMENT PLANT AT LEAST 2 BUSINESS DAYS PRIOR TO BEGINNING FLUSH OF THE MAINS AND PRIOR TO THE COMMENCEMENT OF PRESSURE TESTING.
22. THE PHYSICAL TAKING OF WATER SAMPLE FOR BACTERIOLOGICAL TESTING SHALL BE DONE BY THE CITY'S LABORATORY PERSONNEL. THE CONTRACTOR SHALL NOTIFY THE CITY'S DESIGNATED SITE INSPECTOR AT LEAST TWO BUSINESS DAY PRIOR TO NEEDING SAMPLES TAKEN TO COORDINATE WITH THE LABORATORY. ALL SAMPLING FORMS WILL BE COMPLETED BY THE CITY'S DESIGNATED LABORATORY PERSONNEL. THE CITY'S LABORATORY WILL CONDUCT THE TESTING IN ACCORDANCE WITH THE LATEST AWWA STANDARDS AND THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION REQUIREMENTS. THE RESULTS WILL BE FORWARDED TO THE CONTRACTOR AND ENGINEER OF RECORD. IF THE INITIAL DISINFECTION OR OTHER RESULTS INDICATE UNACCEPTABLE WATER QUALITY, THE MAIN SHALL BE RE-FLUSHED, RE-SAMPLED AND RE-TESTED. IF CHECK SAMPLES FAIL TO PRODUCE ACCEPTABLE RESULTS, THE CYCLE WILL BE REPEATED (FLUSH, CHLORINATE, SAMPLE, TEST, AND RE-FLUSH, RE-SAMPLE, RE-TEST, AS NEEDED) UNTIL SATISFACTORY RESULTS ARE OBTAINED.

STANDARD CONSTRUCTION DETAIL
POTABLE WATER CONSTRUCTION NOTES
(CONTINUED)
REV. 12/18

FILE NAME: W2.DOC
DETAIL REF: W-2.1

23. WHEN THE PUBLIC UTILITIES OFFICE RECEIVES POTABLE WATER CLEARANCE REQUEST REQUIRING SIGNATURE, THE CITY'S DISTRIBUTION SUPERVISOR AND/OR DESIGNATED SITE INSPECTOR WILL BE CONTACTED TO INDEPENDENTLY VERIFY THAT THE SYSTEM IS IN PROPERLY FUNCTIONING ORDER (i.e. ALL VALVES, HYDRANTS, AND WATER SERVICES ARE ACCESSIBLE AND OPERABLE). SIMULTANEOUSLY, THE CITY MAY ALSO TAKE A RANDOM BACTERIOLOGICAL SAMPLE WITHIN THE NEW SYSTEM TO VERIFY THAT WATER IS SAFE FOR CONSUMPTION. ONCE THE DISTRIBUTION SUPERVISOR AND/OR DESIGNATED SITE INSPECTOR HAVE VERIFIED THAT THE SYSTEM IS IN PROPER FUNCTIONING ORDER AND THAT THE BACTERIOLOGICAL SAMPLE(S) INDICATE THE WATER IS SAFE FOR CONSUMPTION, THE PUBLIC UTILITIES OFFICE WILL THEN SIGN OFF ON THE WATER CLEARANCE REQUEST.
24. UPON CONSTRUCTION COMPLETION AND ACCEPTANCE OF THE SYSTEM, IT SHALL BE THE DESIGN ENGINEER'S RESPONSIBILITY TO ENSURE THAT THE SYSTEM IS PROPERLY CERTIFIED AND ACCEPTED BY THE DEPARTMENT OF HEALTH AND AS-BUILTS ARE PROVIDED TO THE CITY PRIOR TO ANY PUBLIC USE OF THIS SYSTEM.
25. UPON FINAL ACCEPTANCE OF NEW WATER SYSTEMS, WATER VALVES SHALL BE COMPLETELY OPENED BY PUBLIC UTILITIES PERSONNEL. AT NO TIME SHALL CONTRACTOR OPERATE ANY EXISTING VALVES.
26. ALL FIRE HYDRANTS SHALL BE LOCATED TO MAKE THEM EASILY ACCESSIBLE TO FIRE PERSONNEL IN CASE OF A FIRE. THE PRIMARY HYDRANT PORT SHALL ALWAYS FACE THE STREET. 5 FEET MINIMUM RADIUS CLEAR AREA AROUND THE FIRE HYDRANT SHALL BE MAINTAINED.
27. ALL WATER SERVICES SHALL BE MARKED WITH AN "/\" SAW CUT INTO THE CURB OR BY METAL TABS SET INTO THE PAVEMENT.
28. ALL WATER VALVES SHALL BE MARKED WITH AN "X" SAW CUT INTO THE CURB OR BY METAL TABS SET INTO THE PAVEMENT. BLOW-OFFS SHALL BE MARKED SIMILARLY, AS WELL. REVERSE TAPPING VALVE SHALL BE MARKED WITH AN "X -P-" SAW CUT INTO THE CURB OR PAVEMENT WITH THE ARROW POINTING TO THE DIRECTION OF THE PRESSURE MAIN RUN.

STANDARD CONSTRUCTION DETAIL
POTABLE WATER CONSTRUCTION NOTES
(CONTINUED)
REV. 12/18

FILE NAME: W2.DOC
DETAIL REF: W-2.2

THE CITY'S PUBLIC UTILITIES DEPARTMENT (386) 506-5750 SHALL BE GIVEN A MINIMUM OF 48 HOURS ADVANCE NOTICE (NOT INCLUDING HOLIDAYS OR WEEKENDS) PRIOR TO BEGINNING ANY SANITARY SEWER CONSTRUCTION.

CONSTRUCTION:
1. ALL WORK PERFORMED ON SANITARY SEWER FACILITIES OWNED OR PROPOSED TO BE OWNED BY THE CITY SHALL BE CONSTRUCTED BY AN UNDERGROUND UTILITY CONTRACTOR, OR FLORIDA LICENSED GENERAL CONTRACTOR REGISTERED WITH THE CITY.
2. THE PLANS SHALL DIMENSION THE LOCATION, OF ALL MAINS MEASURED FROM THE BACK OF CURB (OR EDGE OF PAVEMENT, IF NO CURBING EXISTS. LANDSCAPE PLANS SHALL CLEARLY DEPICT THE DESIGN LOCATION OF PLANTINGS RELATIVE TO THE LOCATION OF PROPOSED AND EXISTING PUBLIC UTILITIES AND STORMWATER INFRASTRUCTURE.
3. PROFILE VIEWS SHALL BE PROVIDED FOR ALL SEWER MAINS. PROFILE VIEWS SHALL BE ON THE SAME SHEET AS THE ASSOCIATED PLAN VIEW AND SHALL INCLUDE THE FOLLOWING INFORMATION:
   A. SIZE, SLOPE, LENGTH AND CLASS OF PIPE
   B. MANHOLE RIM AND INVERT ELEVATIONS
   C. UTILITY CROSSINGS WITH VERTICAL SEPARATION
   D. SHOW PROPOSED SEWER AND EXISTING UTILITY
   E. EXISTING GROUND PROFILE
   F. MATCH LINE
   G. VICINITY MAP
   H. PROFILE VIEW STATIONS TO COINCIDE WITH PLAN VIEW STATIONS
4. GREASE INTERCEPTORS ARE REQUIRED FOR ALL COMMERCIAL BUILDINGS HAVING KITCHEN, FOOD PREPARATION OR SERVING FACILITIES AND / OR MISCELLANEOUS USES. GREASE INTERCEPTORS CONSTRUCTED EXTERNAL TO BUILDINGS SHALL BE SIZED IN ACCORDANCE WITH FAC 64-E-6. CALCULATIONS TO DETERMINE SIZING REQUIREMENTS SHALL BE SUBMITTED AS PART OF BUILDING PERMITTING. AN INSPECTION MANHOLE MAY BE REQUIRED IMMEDIATELY DOWN STREAM OF THE GREASE INTERCEPTOR FOR INSPECTION PURPOSES, AS DEEMED APPROPRIATE BY THE CITY.
5. ON ALL EXCAVATION AND BACKFILLING, THE CONTRACTOR SHALL PROVIDE ADEQUATE SHEETING AND BRACING IN ACCORDANCE TO OSHA GUIDELINE IN ORDER TO PROVIDE FOR THE SAFETY OF WORKMEN, AS WELL AS REPRESENTATIVES OF THE CITY, THE DESIGN ENGINEER, AND THE DEVELOPER.
6. ALL PVC. PIPE SHALL BE STORED IN SUCH A WAY AS TO PREVENT WARPING, DEFLECTION, OR DEFORMATION. ANY PIPE DEEMED TO BE MISSHAPED IN ANY WAY FOR ANY REASON SHALL BE REJECTED.
7. NO USED, RE-USED, RUSTED, SECOND HAND, OR ANY MATERIAL THAT IS NOT NEW SHALL BE USED IN ANY UTILITY IMPROVEMENT PROJECTS WITHIN THE CITY SERVICE AREA.
8. THE CONTRACTOR SHALL AT ALL TIMES, DURING PIPE LAYING OPERATIONS DEWATER THE GROUND SUFFICIENTLY TO KEEP THE GROUNDWATER ELEVATION A MINIMUM OF 6" BELOW THE PIPE BEING LAID WITHIN THE AREA OF THE TRENCH.
9. ALL PIPES SHALL BE LAID ON A FIRM FOUNDATION. SOFT OR SPONGY BEDDING FOR PIPES IS NOT ACCEPTABLE. ANY UNSUITABLE MATERIAL SHALL BE REMOVED AND REPLACED WITH A DRY, COMPACTED, GRANULAR MATERIAL SATISFACTORY TO THE CITY. MORTAR TO CONTAIN "HYDRATITE" OR APPROVED EQUAL, TO PREVENT SHRINKAGE. CEMENT USED IN CONCRETE MIX FOR PRECAST STRUCTURES SHALL BE TYPE II, ACID RESISTANT AND SULFIDE RESISTANT CONCRETE.
10. MORTAR TO CONTAIN "HYDRATITE" OR APPROVED EQUAL, TO PREVENT SHRINKAGE. CEMENT USED IN CONCRETE MIX FOR PRECAST STRUCTURES SHALL BE TYPE II, ACID RESISTANT AND SULFIDE RESISTANT CONCRETE.

STANDARD CONSTRUCTION DETAIL
SANITARY SEWER NOTES
REV. 12/18

FILE NAME: S1.DOC
DETAIL REF: S-1

11. THE CITY MAY REQUIRE ALL NEW SANITARY SEWER GRAVITY SYSTEMS TO BE SMOKE TESTED PRIOR TO FINAL ACCEPTANCE. ALL TESTING MUST BE DONE IN THE PRESENCE OF THE CITY'S DESIGNATED SITE INSPECTOR.
12. THE CITY OF PORT ORANGE RESERVES THE RIGHT TO REQUIRE THE DEVELOPER TO PERFORM VACUUM TESTING OF ALL SANITARY MANHOLES, AIR TEST SEWER MAINS, AND REQUIRES THAT ALL SANITARY SEWER MAIN LINES BE TELEVISED PRIOR TO FINAL ACCEPTANCE. LATERALS SHALL BE TELEVISED UPON DEMAND BY THE CITY PRIOR TO FINAL ACCEPTANCE WHEN IT IS SUSPECTED THAT A PROBLEM EXISTS.
13. ALL TAPPING OF PRESSURE MAINS AND CORING OF MANHOLES SHALL BE PERFORMED BY THE CITY AND BILLED IN ACCORDANCE WITH THE ADOPTED FEE RESOLUTION. SCHEDULING OF THESE CONNECTIONS SHALL REQUIRE A MINIMUM 48 HOURS NOTIFICATION DIRECTED TO THE CITY'S DESIGNATED SITE INSPECTOR WHO SHALL COORDINATE THE WORK DIRECTLY WITH THE PUBLIC UTILITIES DEPARTMENT. SUBSEQUENTLY, THE CONNECTION SHALL BE SCHEDULED TO COMMENCE BETWEEN 8:00 A.M. AND NOON ON THE APPROPRIATE DAY ESTABLISHED BY CITY. WITH RESPECT TO TIE-IN CONNECTIONS AND CORING OPERATIONS, THE CITY RESERVES THE RIGHT TO REQUIRE CONNECTIONS TO BE PERFORMED DURING PERIODS OF LOW FLOW (MIDNIGHT TO 6:00 A.M.) IN ORDER TO MINIMIZE SERVICE DISRUPTION TO EXISTING CUSTOMERS. CONTRACTORS HAVING EXPERIENCE AND PROPER EQUIPMENT MAY BE GRANTED PERMISSION TO CORE MANHOLE BY PUBLIC UTILITIES DEPARTMENT.
14. NEW OR RELOCATED, UNDERGROUND MAINS SHALL BE LAID TO PROVIDE THE FOLLOWING MINIMUM HORIZONTAL SEPARATIONS (OUTSIDE TO OUTSIDE):

| | WATER | STORM GRAVITY | STORM FORCE | RECLAIM | SANITARY GRAVITY | SANITARY FORCE |
|---|---|---|---|---|---|---|
| WATER | | 3' | 3' | 3' | 6', PREFERRED 10' | 6', PREFERRED 10' |
| STORM GRAVITY | 3' | | 3' | 3' | 6', PREFERRED 10' | 6', PREFERRED 10' |
| STORM FORCE | 3' | 3' | | 3' | 6', PREFERRED 10' | 6', PREFERRED 10' |
| RECLAIM | 3' | 3' | 3' | | 6', PREFERRED 10' | 6', PREFERRED 10' |
| SANITARY GRAVITY | 6', PREFERRED 10' | 6', PREFERRED 10' | 6', PREFERRED 10' | 6', PREFERRED 10' | | 6', PREFERRED 10' |
| SANITARY FORCE | 6', PREFERRED 10' | 6', PREFERRED 10' | 6', PREFERRED 10' | 6', PREFERRED 10' | 6', PREFERRED 10' | |

15. A 3' MINIMUM HORIZONTAL SEPARATION BETWEEN THE SANITARY GRAVITY AND WATER MAINS SHALL BE ALLOWED WHEN THE WATER MAIN IS INSTALLED IN A SEPARATE TRENCH OR ON AN UNDISTURBED EARTH SHELF AT LEAST 6" ABOVE THE SANITARY GRAVITY MAIN. ALTERNATIVELY, THE 3' MINIMUM HORIZONTAL SEPARATION SHALL BE ALLOWED WHEN THE SEWER MAIN IS ENCASED WITH CONCRETE OR ENCLOSED IN A WATER TIGHT CARRIER PIPE OR UPGRADED TO PRESSURE RATED PVC PIPE (MEETING AWWA C-900 OR C-905 SPECIFICATION AND PRESSURE TESTED AT 150 PSI TO ASSURE WATER TIGHTNESS PRIOR TO BACKFILLING).

STANDARD CONSTRUCTION DETAIL
SANITARY SEWER NOTES
(CONTINUED)
REV. 12/18

FILE NAME: S1.DOC
DETAIL REF: S-1.1

16. NEW OR RELOCATED, UNDERGROUND MAINS SHALL BE LAID TO PROVIDE THE FOLLOWING MINIMUM CROSSING/VERTICAL SEPARATIONS (OUTSIDE TO OUTSIDE):

| | WATER | STORM GRAVITY | STORM FORCE | RECLAIM | SANITARY GRAVITY | SANITARY FORCE |
|---|---|---|---|---|---|---|
| WATER | | OVER STORM GRAVITY 6", PREFERRED 12"<br>UNDER STORM GRAVITY 12" | OVER STORM FORCE 12"<br>UNDER STORM FORCE 12" | OVER RECLAIM 12"<br>UNDER RECLAIM 12" | OVER SANITARY GRAVITY 6", PREFERRED 12"<br>UNDER SANITARY GRAVITY 12" | OVER SANITARY FORCE 12"<br>UNDER SANITARY FORCE 12" |
| STORM GRAVITY | OVER WATER 12"<br>UNDER WATER 6", PREFERRED 12" | | OVER STORM FORCE 6"<br>UNDER STORM FORCE 6" | OVER RECLAIM 6", PREFERRED 12"<br>UNDER RECLAIM 12" | OVER SANITARY GRAVITY 6", PREFERRED 12"<br>UNDER SANITARY GRAVITY 12" | OVER SANITARY FORCE 6", PREFERRED 12"<br>UNDER SANITARY FORCE 12" |
| STORM FORCE | OVER WATER 12"<br>UNDER WATER 12" | OVER STORM GRAVITY 6"<br>UNDER STORM GRAVITY 6" | | OVER RECLAIM 12"<br>UNDER RECLAIM 12" | OVER SANITARY GRAVITY 12"<br>UNDER SANITARY GRAVITY 12" | OVER SANITARY FORCE 12"<br>UNDER SANITARY FORCE 12" |
| RECLAIM | OVER WATER 12"<br>UNDER WATER 12" | OVER STORM GRAVITY 12"<br>UNDER STORM GRAVITY 6", PREFERRED 12" | OVER STORM FORCE 12"<br>UNDER STORM FORCE 12" | | OVER SANITARY GRAVITY 12"<br>UNDER SANITARY GRAVITY 12" | OVER SANITARY FORCE 12"<br>UNDER SANITARY FORCE 12" |
| SANITARY GRAVITY | OVER WATER 12"<br>UNDER WATER 6", PREFERRED 12" | OVER STROM GRAVITY 12"<br>UNDER STORM GRAVITY 6", PREFERRED 12" | OVER STORM FORCE 12"<br>UNDER STORM FORCE 12" | OVER RECLAIM 12"<br>UNDER RECLAIM 12" | | OVER SANITARY FORCE 12"<br>UNDER SANITARY FORCE 12" |
| SANITARY FORCE | OVER WATER 12"<br>UNDER WATER 12" | OVER STORM GRAVITY 12"<br>UNDER STORM GRAVITY 6", PREFERRED 12" | OVER STORM FORCE 12"<br>UNDER STORM FORCE 12" | OVER RECLAIM 12"<br>UNDER RECLAIM 12" | OVER SANITARY GRAVITY 12"<br>UNDER SANITARY GRAVITY 12" | |

STANDARD CONSTRUCTION DETAIL
SANITARY SEWER NOTES
(CONTINUED)
REV. 12/18

FILE NAME: S1.DOC
DETAIL REF: S-1.2

10. THE MAXIMUM PERMISSIBLE SLOPE OF ANY NEW POND BANKS IS 4:1 (HORIZONTAL:VERTICAL). THIS LIMIT SHALL BE APPLIED TO ALL AREAS EXCEPT BELOW THE WATER TABLE WHERE SHARPER SLOPES ARE PERMISSIBLE.
11. PIPED STORMWATER SYSTEMS SHALL HAVE A MINIMUM DRAINAGE MAINTENANCE EASEMENT WIDTH OF 20', CENTERED OVER PIPE/STRUCTURE, AND SHALL BE INCREASED DEPENDING UPON CONDITIONS, SUCH AS OSHA UNSHIELDED TRENCH COMPLIANCE.
12. NORMAL ROADSIDE SWALES ARE PERMITTED TO BE CONSTRUCTED TO A MAXIMUM DEPTH OF 18" BELOW THE OUTSIDE EDGE OF PAVEMENT OR CONCRETE CURB.
13. CONCRETE EROSION CONTROL MUST BE PROVIDED WHERE SWALES OR CULVERTS INTERCEPT DRAINAGE DITCHES.
14. IN GENERAL, ALL RETENTION / DETENTION SITES MUST BE CONSTRUCTED ON ALL PROJECTS PRIOR TO ANY ROAD, PARKING LOT, OR BUILDING CONSTRUCTION COMMENCING OR AS CURRENT PERMIT CONDITIONS DICTATE. SEWER AND WATER MAINS MAY BE INSTALLED PRIOR TO RETENTION/DETENTION SITE CONSTRUCTION IF DEWATERING IS NOT REQUIRED.
15. POND INFLOW AND OUTLET STRUCTURES SHALL GENERALLY BE CONSTRUCTED WITH REINFORCED CONCRETE.
16. SKIMMERS FOR WET PONDS SHALL BE CONSTRUCTED SUCH THAT THE BOTTOM EXTENDS 6" BELOW THE NORMAL WATER LEVEL AND 6" ABOVE THE OVERFLOW. FOR DRY PONDS, THE SKIMMER BOTTOM SHALL BE SET 6" BELOW THE LOWEST OVERFLOW ELEVATION AND 6" ABOVE THE HIGHEST POINT OF OVERFLOW. ALL SKIMMERS SHALL BE CONSTRUCTED OF MINIMUM 1/4" THICK ALUMINUM OR FIBERGLASS AND ADEQUATELY SUPPORTED TO PREVENT DEFLECTION.
17. DEVELOPMENT PLANS FOR ALL STORMWATER MANAGEMENT SYSTEMS SHALL CONTAIN POP-OFF DATA (OVERFLOW), BOTTOM ELEVATION, NORMAL WATER LEVELS, MEAN ANNUAL SEASONAL HIGH WATER TABLE ELEVATION, TREATMENT VOLUME AND CORRESPONDING ELEVATION, 100 YEAR HIGH WATER LEVELS, AND THE DESIGN TAILWATER ELEVATION (IF APPLICABLE).
18. WHEN CULVERTS ARE INSTALLED TO MAINTAIN THE FLOW OF EXISTING DRAINAGE WAYS WHERE NEWLY PROPOSED ROADS WOULD OTHERWISE SEVER THE DRAINAGE WAY THEN CULVERTS CROSSING RIGHTS-OF-WAY SHALL EXTEND FROM RIGHT-OF-WAY LINE TO RIGHT-OF-WAY LINE UNDER THE ROADWAY. CULVERTS SHALL BE DESIGNED TO ACCOMMODATE THE FLOW FROM THE 100 YEAR-24 HOUR STORM EVENT WITHOUT FLOODING ADJACENT PROPERTY OR SURCHARGING THE SAID ROADWAY.
19. THE CITY MAY REQUEST THAT THE DEVELOPER SUBMIT A REPORT BY A QUALIFIED HYDROLOGIST ON THE IMPACT THE POND WILL HAVE ON NEIGHBORING WATER TABLE ELEVATIONS BOTH DURING CONSTRUCTION AND AFTER POND COMPLETION. THE CITY MAY REQUIRE GROUNDWATER MONITORING DURING THE POND EXCAVATION.
20. SOIL EROSION CONTROL MEASURES, SATISFACTORY TO THE ST. JOHNS RIVER WATER MANAGEMENT DISTRICT AND THE CITY, SHALL BE EMPLOYED DURING CONSTRUCTION.
21. A 10' MAINTENANCE EASEMENTS/RIGHTS-OF-WAY SHALL BE PROVIDED AROUND THE ENTIRE PERIMETER OF ALL PONDS AND ASSOCIATED OUTFALLS DISCHARGING INTO AND OUT OF LAKES. APPLICABLE CROSS SECTIONS SHALL BE INCLUDED ON FINAL DEVELOPMENT PLANS.
22. THE CONTRACTOR SHALL BE RESPONSIBLE TO OBTAIN ANY AND ALL DEWATERING PERMITS THAT MAY BE REQUIRED.
23. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO REVIEW AND MAINTAIN A COPY OF THE SJRWMD AND NPDES PERMITS AT THE CONSTRUCTION SITE AND ABIDE BY ALL CONDITIONS OF THE PERMIT.
24. LANDSCAPE PLANS SHALL CLEARLY DEPICT THE DESIGN LOCATION OF PLANTINGS RELATIVE TO THE LOCATION OF PUBLIC UTILITIES AND STORMWATER INFRASTRUCTURE IN ORDER TO EVALUATE POTENTIAL CONFLICTS.

STANDARD CONSTRUCTION DETAIL
STORM DRAINAGE DESIGN
AND CONSTRUCTION NOTES
(CONTINUED)
REV. 12/18

FILE NAME: ST1.DOC
DETAIL REF: ST-1.1

4. SINGLE FAMILY RESIDENTIAL SERVICE LATERALS SHALL BE CONSTRUCTED AT EACH LOT OR UNIT AND LOCATED ON THE DOWNSTREAM SIDE OF THE LOT CENTER LINE. THESE SERVICES SHALL BE EXTENDED 48" ABOVE GROUND AT THE PROPERTY LINE WITH A PVC RISER AND PLUG BEING EASILY VISIBLE FROM THE ROAD. RUBBER SEAL FITTINGS SHALL BE USED ON ALL LINES. NO GLUED JOINTS ARE PERMITTED ON LATERALS.
5. GRAVITY SANITARY SEWER LINE CONSTRUCTION SHALL BE ACCOMPLISHED BY THE USE OF A LASER INSTRUMENT UNLESS ANOTHER METHOD IS PREVIOUSLY APPROVED BY THE CITY.
6. MINIMUM GRAVITY SANITARY SEWER SLOPES ARE AS FOLLOWS:
   8" PIPE - 0.40 %
   10" PIPE - 0.30 %
   12" PIPE - 0.22 %
7. GRAVITY SANITARY SEWER LINES SHALL BE INSTALLED WHENEVER POSSIBLE UNDER PAVED AREAS WITHIN PUBLIC RIGHTS-OF-WAY. UTILITY EASEMENTS SHALL BE PROVIDED WHENEVER PUBLICLY-OWNED SEWER LINES ARE CONSTRUCTED OUTSIDE OF A PUBLIC RIGHT-OF-WAY.
8. AS A GENERAL RULE, THE NUMBER OF JOINTS SHALL BE LIMITED WHENEVER POSSIBLE. IN SPECIAL CASES WHERE A POINT REPAIR TO AN 8" TO 12" PVC SEWER MAIN IS REQUIRED, THE PROPER RIGID WRAP AROUND SLEEVE SUCH AS A JCM-210 OVERSIZED DUCTILE IRON COUPLING OR AN APPROVED EQUAL MAY BE ALLOWED BY SPECIAL APPROVAL BY THE CITY.
9. SEWER MAINS SHALL BE FLUSHED, PRESSURE TESTED, PIGGED AND CLEARED FOR SERVICE IN ACCORDANCE WITH THE LATEST AWWA STANDARDS AND THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION REQUIREMENTS. THE CONTRACTOR SHALL NOTIFY THE CITY'S DESIGNATED SITE INSPECTOR WHO SHALL COORDINATE WITH CITY PERSONNEL AT THE WATER OR WASTEWATER TREATMENT PLANT (AS APPROPRIATE) AT LEAST 48 HOURS PRIOR TO BEGINNING A FULL-DIAMETER FLUSH OF THE MAINS AND PRIOR TO THE COMMENCEMENT OF PRESSURE TESTING (SUBJECT TO AVAILABILITY).
10. THE CONTRACTOR SHALL BE REQUIRED TO PIG ALL MAINS AND PRIMARY TRANSMISSION MAINS LOCATED ON COLLECTOR AND ARTERIAL ROADWAYS. LAUNCHING AND EXTRACTION POINTS SHALL BE DETERMINED BY THE CONTRACTOR. ALL PIGGING OPERATIONS SHALL BE WITNESSED BY A PORT ORANGE REPRESENTATIVE.

SANITARY MANHOLES:
1. STANDARD MANHOLES SHALL BE LOCATED AT INTERVALS NOT EXCEEDING 350'. SHOP DRAWINGS FOR ALL STRUCTURES SHALL BE SUBMITTED TO AND APPROVED BY THE DESIGN ENGINEER PRIOR TO INSTALLATION WITH TWO COPIES FORWARDED BY THE DESIGN ENGINEER TO THE CITY.
2. MAXIMUM DEPTH OF SANITARY MANHOLES SHALL BE 15'.
3. LOCAL COLLECTION SANITARY SEWER MANHOLES SHALL BE PRECAST WITH A MINIMUM INSIDE DIAMETER OF 48".
4. THICKER MANHOLE WALLS AND BASES MAY BE REQUIRED TO PREVENT FLOATATION BASED ON HIGH GROUND WATER TABLE ELEVATIONS AS DETERMINED USING ACCEPTED ENGINEERING PRACTICES AND/OR PUBLIC UTILITIES DEPARTMENT.
5. ALL SANITARY SEWER MANHOLES SHALL HAVE ALL INTERIOR SURFACES COATED WITH THREE (3) COATS OF WHITE/GRAY OVER RED OVER BLACK EW-1 EPOXY PAINT WITH A TOTAL OF 12 MILS THICKNESS OR BLACK COAL-TAR EPOXY WITH A TOTAL OF 16 MILS THICKNESS. OUTSIDE SURFACE TO BE COATED WITH TWO (2) COATS OF BLACK OVER BLACK EW-1 EPOXY PAINT WITH A TOTAL OF 8 MILS AND ONE (1) COAT OF BLACK COAL-TAR EPOXY WITH A TOTAL OF 8 MILS. ALL COATS SHALL BE APPLIED AT THE FACTORY EXCEPT MINOR FIELD TOUCH UP AT JOINTS AND AT MANHOLE NECK.
6. ALL MANHOLES CONSTRUCTED IN SIDE YARDS, BACKYARDS, AND EASEMENTS OUTSIDE OF THE RIGHT-OF-WAY SHALL BE OUTFITTED WITH FIBERGLASS OR EPOXY LINERS IN COMPLIANCE WITH ASTM-3753 OR OTHER TYPES OF LINERS APPROVED BY THE CITY. IN ADDITION, THE CITY MAY REQUIRE LINERS TO BE INSTALLED IN OTHER AREAS WHERE THE PUBLIC UTILITIES DEPARTMENT BELIEVES THE NEED IS JUSTIFIED SUCH AS IMMEDIATELY UPSTREAM OF FORCE MAINS CONNECTING TO GRAVITY MAINS.

STANDARD CONSTRUCTION DETAIL
SANITARY SEWER NOTES
(CONTINUED)
REV. 12/18

FILE NAME: S1.DOC
DETAIL REF: S-1.4

7. MANHOLE RIMS SHALL MATCH FLUSH WITH THE FINISH GRADE ELEVATION IN PAVED AREAS AND A MINIMUM OF 0.2' AND MAXIMUM OF 0.5' ABOVE GRADE ELEVATION IN UNPAVED AREAS.
8. ALL SANITARY SEWER MANHOLE COVERS SHALL HAVE THE WORDS "PORT ORANGE FLORIDA SANITARY SEWER" CAST INTO THEM.
9. THE CONTRACTOR SHALL CONSTRUCT SANITARY SEWER MANHOLES IN SUCH A WAY THAT SEWER LINES DO NOT INTERSECT SEALED JOINTS BETWEEN SECTIONS OF THE MANHOLE.
10. NO BUG HOLES OR HONEYCOMB WILL BE ACCEPTED.
11. INDIVIDUAL SANITARY SERVICE ON NEW CONSTRUCTION SHALL NOT BE CONNECTED DIRECTLY INTO MANHOLES. THE SERVICE CONNECTION WILL BE BY USE OF WYE CONNECTIONS, UNLESS OTHERWISE APPROVED BY THE CITY.
12. RUBBER BOOTS WITH 316 STAINLESS STEEL BANDS SHALL BE UTILIZED IN THE CONNECTION OF THE SEWER MAIN TO THE MANHOLES. COMPLETELY COVER RUBBER BOOTS AT OUTSIDE CONNECTION AND SEAL INSIDE PROTRUSION WITH HYDRAULIC CEMENT.
13. EZ-WRAP PLASTIC, AS MANUFACTURED BY PRESS SEAL GASKET CORPORATION, SHALL BE USED ON THE OUTSIDE OF ALL MANHOLE AND WET WELL JOINTS. APPLY ONE LAYER OF 9" WRAP CENTERED ON EACH JOINT. A CITY INSPECTOR SHALL PERSONALLY INSPECT ALL JOINT SEALS PRIOR TO BACKFILLING OPERATIONS.

TESTING:
1. ALL TESTING REQUIRED BY THE CITY SHALL BE PAID FOR BY THE CONTRACTOR / DEVELOPER. THE CONTRACTOR SHALL EMPLOY AN INDEPENDENT TESTING LABORATORY AT HIS OWN EXPENSE.
2. TO ENSURE THAT COMPACTION OF ALL FILL MATERIAL IS COMPLETED PROPERLY, TESTS SHALL BE DONE 12" ABOVE THE PIPE AND THEN AT 12" VERTICAL INTERVALS UNTIL FINAL GRADE IS REACHED.
3. ALL TRENCHES SHALL BE BACKFILLED WITH ACCEPTABLE MATERIAL AND COMPACTED TO MINIMUM 95% IN UNPAVED AREAS AND 98% IN PAVED AREAS OF THE MAXIMUM DENSITY BASED ON AASHTO T-180 MODIFIED PROCTOR TEST.
4. TEST RESULTS SHALL BE SUBMITTED TO THE CITY AT A MINIMUM FREQUENCY OF ONE SET OF TESTS BETWEEN EACH MANHOLE AND ONE ADDITIONAL SET OF TESTS AT EVERY MANHOLE. IDENTIFICATION OF TEST LOCATIONS SHALL BE CLEARLY INDICATED ON TEST REPORTS. TEST RESULTS SHALL BE FORWARDED PROMPTLY TO THE CITY'S DESIGNATED SITE INSPECTOR.

CLOSE-OUT:
1. ALL SEWER MAINS, PRIOR TO FINAL ACCEPTANCE BY THE CITY AND PRIOR TO ANY FINAL PAVING OPERATIONS, SHALL BE TELEVISED AND SUBMITTED TO THE CITY USING A "PAN AND TILT CAMERA" WITH DEPTH GAUGE IN FRONT OF THE CAMERA BY A CITY APPROVED CONTRACTOR. THE CAMERA SHALL RUN FROM DOWN STREAM MANHOLE TO UP STREAM MANHOLE. CITY INSPECTOR SHALL BE NOTIFIED IN ADVANCE AND BE PRESENT DURING THE TELEVISING OF THE SEWER SYSTEM. THE VIDEO SHALL BE NON-STOP WITH AUDIO DESCRIBING WHAT IS BEING REVIEWED. WRITTEN VIDEO LOGS DESCRIBING THE CONDITION OF THE LINES SHALL ACCOMPANY THE VIDEO SUBMISSION TO THE CITY 48 HOURS PRIOR TO COMMENCING ANY INSTALLATION OF ASPHALT OR CONCRETE PAVEMENT. THE CITY MAY REQUIRE ADDITIONAL VIDEO TAPING, VIDEO TAPING OF LATERALS, AND/OR INFILTRATION/EXFILTRATION TESTS IF DEFECTS ARE APPARENT OR WORKMANSHIP IS QUESTIONABLE.
2. UPON CONSTRUCTION COMPLETION AND ACCEPTANCE OF THE SYSTEM, IT SHALL BE THE DESIGN ENGINEER'S RESPONSIBILITY TO ENSURE THAT THE SYSTEM IS PROPERLY CERTIFIED AND ACCEPTED BY THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION AND AS-BUILTS AR

1. LIFT STATION MINIMUM COMPONENTS: WET WELL, DUPLEX SUBMERSIBLE OR SURFACE MOUNTED OR RECESSED MOUNTED PUMPS, EMERGENCY PUMP OUT AND VALVE BOX, METER AND BOX, ISOLATION VALVE AND BOX, POWER AND CONTROL PANELS, WATER SERVICE, AND TELEMETRY.
2. WET WELL DIMENSIONS/REQUIREMENTS:
   DIAMETER, MINIMUM = 6'
   DEPTH, MAXIMUM = 16' FOR SURFACE MOUNTED PUMP SYSTEM, 26' FOR SUBMERSIBLE PUMP SYSTEM
   WALL THICKNESS MINIMUM = 8"
   LOWEST INVERT TO WET WELL BOTTOM SEPARATION MINIMUM = 60"
   TOP ELEVATION MINIMUM = 12" ABOVE FINISHED/SURROUNDING GRADE/NO LOWER THAN THE 100-YEAR BASE FLOOD ELEVATION
3. LIFT STATIONS PROPOSED TO BE GREATER THAN 16' DEEP OR THAT DO NOT MEET THE MINIMUM DISTANCE REQUIREMENT FROM LOWEST INVERT TO WET WELL BOTTOM SHALL BE SUBMERSIBLE PUMP SYSTEMS.
4. SUBMERSIBLE PUMP SYSTEMS SHALL BE FLYGT (XYLEM) AND SURFACE OR RECESSED PUMP SYSTEMS SHALL BE SMITH & LOVELESS, INC.
5. INSTRUMENTATION AND CONTROLS (ALL LIFT STATION TYPES):
   A. ALL INSTRUMENTATION, CONTROL, EQUIPMENT, PROGRAMMING, AND OPERATION, HEREINAFTER TERMED "THE SYSTEM", SHALL BE INTEGRATED BY THE CONTROL SYSTEM INTEGRATOR WHO, WITH THE CONTRACTOR, SHALL COORDINATE AND HAVE RESPONSIBILITY FOR INTERCONNECTION AND INTEGRATION OF ALL NEW, EXISTING AND ANY EQUIPMENT BEING INSTALLED AS SHOWN ON THE DRAWINGS. THE SYSTEM INTEGRATOR, WITH THE CONTRACTOR, SHALL PROVIDE ALL OF THE SERVICES, EQUIPMENT AND APPURTENANCES REQUIRED TO ACHIEVE A FULLY INTEGRATED AND OPERATIONAL SYSTEM. THE CONTROL SYSTEM INTEGRATOR, WITH THE CONTRACTOR, SHALL COORDINATE WITH ALL EQUIPMENT MANUFACTURERS AND WITH ALL MECHANICAL AND ELECTRICAL SYSTEM SUPPLIERS FOR INTERFACE REQUIREMENTS AND FURNISH ALL COMPATIBLE INTERFACE SIGNALING ANY SIGNAL ISOLATORS THAT ARE REQUIRED.
   B. PRODUCTS SHALL BE OF THE SAME MAJOR INSTRUMENTATION MANUFACTURER WITH PANEL MOUNTED DEVICES OF THE SAME TYPE AND MODEL, AS POSSIBLE. SUBSTITUTION ON FUNCTIONS OR EQUIPMENT SPECIFIED WILL NOT BE ACCEPTABLE.
   C. IN ORDER TO ENSURE THE INTERCHANGEABILITY OF PARTS, QUALITY CONTROL, EASE OF INTERFACING BETWEEN VARIOUS SUB-SYSTEMS AND ESTABLISHMENT OF MINIMUMS WITH REGARD TO RANGES AND ACCURACY, STRICT COMPLIANCE WITH THE ABOVE REQUIREMENTS SHALL BE MAINTAINED.
   D. THE SYSTEM INTEGRATOR SHALL BE SANDERS COMPANY, INC. STUART, FLORIDA, PHONE 800-247-0880.
   E. THE SYSTEM SHALL BE FABRICATED, ASSEMBLED, INSTALLED AND PLACED IN PROPER OPERATING CONDITION IN FULL CONFORMITY WITH DRAWINGS, SPECIFICATIONS, ENGINEERING DATA, INSTRUCTIONS AND RECOMMENDATIONS.
   F. ALL EQUIPMENT AND INSTALLATIONS SHALL SATISFY APPLICABLE NATIONAL, STATE AND LOCAL MECHANICAL AND ELECTRICAL CODES.
6. WET WELL SECTIONS SHALL BE JOINED USING "RAMNECK" JOINT MATERIAL AND SHALL BE FREE FROM SEEPAGE PRIOR TO ACCEPTANCE. PROVIDE "EZ-WRAP" BUTYL ADHESIVE TAPE PER MANUFACTURER'S RECOMMENDATIONS AT EACH WETWELL SECTION EXTERIOR JOINT CIRCUMFERENCE.

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| | STANDARD CONSTRUCTION DETAIL<br>SANITARY SEWER LIFT STATION NOTES<br>REV. 12/18 | FILE NAME<br>S2.DOC<br>DETAIL REF:<br>S-2 |

7. WET WELL CONSTRUCTION SHALL BE REINFORCED CONCRETE IN ACCORDANCE WITH A.S.T.M. C-76, 4,000 PSI AT 28 DAYS. ALTERNATE CONSTRUCTION SHALL BE PRECAST MONOLITHIC WITH BASE SLAB IN ACCORDANCE WITH ASTM C-478.
8. LIFT STATION AND THE LAST MANHOLE CONNECTING TO THE WET WELL SHALL BE FIBERGLASS LINED, AGRU SURE GRIP 13MM STUD HEIGHT, PE YELLOW, 3.0 MIN THICKNESS, OR OTHER MATERIAL AS APPROVED BY THE CITY OF PORT ORANGE.
9. PIPE AND FITTINGS IN WET WELLS TO BE ASSEMBLED USING 316 STAINLESS STEEL BOLTS AND NUTS ONLY.
10. ALL DISCHARGE FITTINGS TO BE PVC RESTRAINED JOINT.
11. ALL SEWER LINES ENTERING AND EXITING MANHOLES SHALL BE SEALED UTILIZING RUBBER BOOTS WITH 316 STAINLESS STEEL STRAPS AND COVERED WITH HYDRAULIC CEMENT OR OTHER CITY APPROVED INFILTRATION LIMITING METHODS.
12. NO SPLICES OR JUNCTION BOXES ARE ALLOWED FOR BALL FLOAT CORD INSTALLATION.
13. ELECTRICAL PERMIT TO BE OBTAINED FROM CITY OF PORT ORANGE (OR APPROPRIATE JURISDICTION) PRIOR TO BEGINNING WORK ON ANY ELECTRICAL WIRING, EQUIPMENT, ETC. ALL ELECTRICAL WIRING TO COMPLY WITH NATIONAL ELECTRICAL CODE.
14. EMERGENCY ELECTRICAL RECEPTACLE REQUIRED TO BE INSTALLED ON ELECTRICAL EQUIPMENT RACK.
15. EMERGENCY "HIGH LEVEL" WET WELL SOLID ALARM LIGHT REQUIRED. NO HORN OR AUDIBLE ALARM REQUIRED.
16. LINKABLE FUSED ELECTRICAL DISCONNECT REQUIRED.
17. ALL LIFT STATION WIRING SHALL BE STANDARD COPPER. THREE PHASE POWER AND MOTORS REQUIRED.
18. DEVELOPER/CONTRACTOR TO PAY ALL INITIAL ELECTRICAL CONNECTION CHARGES, ETC. ON THE DAY OF FINAL ACCEPTANCE BY THE CITY, ALL FUTURE MONTHLY ELECTRICAL BILLS TO BE TAKEN OVER BY THE CITY OF PORT ORANGE PUBLIC UTILITIES DEPT. PLEASE CONTACT THE PUBLIC UTILITIES DEPARTMENT AT (386) 506-5750 TO TRANSFER POWER BILL OVER TO THE CITY.
19. LIFT STATION ENCLOSURE SHALL BE 6' HIGH BLACK PLASTIC COATED CHAIN LINK FENCE, WOODEN SHADOW BOX FENCE, OR MASONRY WALL, AS APPROVED BY THE CITY OF PORT ORANGE COMMUNITY DEVELOPMENT DEPARTMENT. THE MASONRY WALL SHALL BE IN COMPLIANCE WITH THE ARCHITECTURAL AND LANDSCAPE REQUIREMENTS OF THE LDC. ANY SPECIAL FENCING APPROVED AND INSTALLED SHALL BE MAINTAINED BY THE PRIVATE ENTITY RESPONSIBLE. THE ENCLOSURE SHALL BE INSTALLED WITH A MINIMUM OF 24" CLEARANCE FROM ALL ELECTRICAL / MECHANICAL EQUIPMENT.
20. ALL GROUND SURROUNDING THE LIFT STATION MUST BE GRADED IN #57 STONE. FINAL ACCEPTANCE OF THE LIFT STATION WILL NOT BE GIVEN UNTIL EFFECTIVE EROSION AND POSITIVE DRAINAGE CONTROL HAVE BEEN PROVIDED
21. LIFT STATION INSPECTIONS SHALL BE SCHEDULED AND COORDINATED THROUGH THE CITY'S SITE INSPECTOR 48 HOURS IN ADVANCE. IF DETERMINED BY THE CITY'S INSPECTOR THAT ALL WORK IS COMPLETE AND READY, THE CONTRACTOR MAY SCHEDULE THE STATION START-UP.
22. THE CONTRACTOR WILL NOTIFY, AT A MINIMUM, THE CITY UTILITIES ENGINEER, ENGINEER OF RECORD, POWER COMPANY, DATA FLOW, AND PUMP SUPPLIER OF THE OFFICIAL START-UP DATE AND TIME.

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| | STANDARD CONSTRUCTION DETAIL<br>SANITARY SEWER LIFT STATION NOTES<br>(CONTINUED)<br>REV. 12/18 | FILE NAME<br>S2.DOC<br>DETAIL REF:<br>S-2.1 |

23. LIFT STATION START-UP AND ACCEPTANCE PROCEDURES:
   - BEFORE FINAL APPROVAL OR ACCEPTANCE OF ANY PUMP STATION BY THE CITY, THE CONTRACTOR SHALL PERFORM A STATION START-UP TEST IN THE PRESENCE OF CITY'S REPRESENTATIVE AND/OR INSPECTOR TO DEMONSTRATE SATISFACTORY PERFORMANCE OF ALL EQUIPMENT AND APPURTENANCES AND THAT THE STATION IS CONSTRUCTED IN ACCORDANCE WITH THE APPROVED PLANS AND STANDARD CONSTRUCTION DETAILS.
   - REPRESENTATIVES FROM THE PUMPING EQUIPMENT MANUFACTURER, DATA FLOW TELEMETRY, AND ELECTRICAL CONTRACTOR SHALL BE PRESENT AT THE PUMP STATION START-UP TEST.
   - CONTRACTOR OR ENGINEER OF RECORD SHALL PROVIDE A FORMAL TEST PROCEDURE AND FORMS FOR RECORDING DATA FOR THE START-UP TEST.
   - THE RECORDED FIELD DATA SHALL BE SUBMITTED TO THE PUBLIC UTILITIES DEPARTMENT BY THE ENGINEER OF RECORD ALONG WITH A LIST OF ALL PUNCH LIST ITEMS OUTSTANDING.
   - IN THE EVENT THAT THE STATION OR ANY OF IT'S ASSOCIATED COMPONENTS ARE DETERMINED TO BE DEFICIENT, THE CITY RESERVES THE RIGHT TO REQUIRE A COMPLETE NEW START-UP WITH ALL PARTIES NOTED ABOVE PRESENT.
   - THE ENGINEER OF RECORD SHALL PROVIDE THREE (3) PAPER COPIES, ONE (1) PDF FILE AND ONE (1) DWG FILE OF THE STATION AS-BUILTS AND OPERATION AND MAINTENANCE MANUAL TO THE PUBLIC UTILITIES DEPARTMENT PRIOR TO FINAL ACCEPTANCE OF THE LIFT STATION.
   - LIFT STATIONS SHALL ONLY BE CONSIDERED AS ACCEPTED BY THE CITY UPON WRITTEN CONFIRMATION BY THE PUBLIC UTILITIES DEPARTMENT TO THE ENGINEER OF RECORD.

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| | STANDARD CONSTRUCTION DETAIL<br>SANITARY SEWER LIFT STATION NOTES<br>REV. 12/18 | FILE NAME<br>S2.DOC<br>DETAIL REF:<br>S-2.2 |

ALL MATERIALS AND INSTALLATION METHODS USED FOR LAND DEVELOPMENT CODE REQUIRED IMPROVEMENTS FOR SUBDIVISIONS AND SITE PLANS SHALL BE IN CONFORMANCE WITH THE CITY, FDOT STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION (LATEST EDITION) AND THE FDOT ROADWAY AND TRAFFIC DESIGN STANDARDS (LATEST EDITION).

1. ALL STORM SEWERS AND CULVERTS LOCATED IN ROADWAY RIGHTS-OF-WAY AND ROADWAY EASEMENTS SHALL BE:
   A. CLASS III (MIN.) REINFORCED CONCRETE PIPE (RCP), IN ACCORDANCE WITH ASTM C76, C655, C506 AND C507. ALL RCP JOINTS SHALL BE ENTIRELY WRAPPED WITH FILTER FABRIC WITH A MINIMUM WIDTH OF 24" AND A MINIMUM OF 24" OVERLAP SECURED WITH PLASTIC OR STAINLESS BANDS. GASKETS ALONE ARE NOT PERMITTED AS AN EQUIVALENT SUBSTITUTE FOR MEETING THIS REQUIREMENT. ALL JOINTS SHALL BE RUBBER GASKETED FOR BOTH ROUND AND ELLIPTICAL PIPE.
   B. CORRUGATED, SMOOTH INTERIOR WALL, HIGH DENSITY POLYETHYLENE (HDPE), UP TO 60" DIAMETER, IN ACCORDANCE WITH ASTM F2306. ALL JOINTS WILL BE IN ACCORDANCE WITH MANUFACTURER'S SPECIFICATIONS.
   C. CORRUGATED, SMOOTH INTERIOR WALL, POLYPROPYLENE (PP), UP TO 60" DIAMETER, IN ACCORDANCE WITH ASTM F2881 ALL JOINTS WILL BE IN ACCORDANCE WITH MANUFACTURER'S SPECIFICATIONS.
   D. CORRUGATED, SMOOTH INTERIOR WALL, PVC, UP TO 36" DIAMETER, IN ACCORDANCE WITH ASTM F949 ALL JOINTS WILL BE IN ACCORDANCE WITH MANUFACTURER'S SPECIFICATIONS.
2. STORM SEWERS AND CULVERTS LOCATED OUTSIDE OF ROADWAY RIGHTS-OF-WAY AND ROADWAY EASEMENTS MAY BE MADE OF ALTERNATE MATERIALS, INCLUDING SDR26 TO SDR35 PVC IN ACCORDANCE WITH ASTM D-3034.
3. DEPTH OF COVER MEASURED TO THE TOP OF PIPE (NOT INCLUDING THE BELL JOINT) SHALL BE A MINIMUM OF 12". DEVIATION FROM THIS REQUIREMENT MAY BE ALLOWED BY INCREASING THE PIPE'S STRUCTURAL CAPACITY. THIS DEVIATION MUST BE SPECIFIED ON THE PLANS APPROVED FOR CONSTRUCTION AND SUBSEQUENTLY REFLECTED ON THE SHOP DRAWINGS AND AS-BUILT PLANS.
4. ALL STORM DRAINAGE PIPES LOCATED IN ROADWAY RIGHTS-OF-WAY AND ROADWAY EASEMENTS SHALL BE A MINIMUM OF 15" DIAMETER OR EQUIVALENT AND BE DESIGNED FOR A MINIMUM OF A 25 YEAR - 24 HOUR STORM. STORM DRAINAGE PIPES SMALLER THAN 15" ARE PERMITTED ON PRIVATE SITE PLANS PROVIDED MAINTENANCE IS PERFORMED BY THE OWNER.
5. STORM INLETS, MANHOLES, AND CATCH BASINS SHALL BE EITHER POURED IN PLACE OR PRECAST REINFORCED CONCRETE. STRUCTURES SHALL BE REQUIRED AT EACH CHANGE OF PIPE SIZE OR CHANGE IN PIPE DIRECTION. ALL STRUCTURES SHALL BE IN COMPLIANCE WITH FDOT DRAINAGE INDEX 200. CAST IN PLACE STRUCTURES SHALL HAVE 8" THICK WALLS AND PRECAST STRUCTURES SHALL HAVE 6" THICK WALLS. THESE DIMENSIONS MUST BE REFLECTED ON BOTH SHOP AND AS-BUILT DRAWINGS.
6. CULVERTS SHALL BE SLOPED TO MAINTAIN A MINIMUM SELF-CLEANING VELOCITY OF 3' PER SECOND USING MANNING'S "n" CORRESPONDING TO THE PIPE MATERIAL.
7. FOR SITE PLANS, STORM INLET SPACING SHALL BE DESIGNED TO ACCEPT 100% OF THE RUNOFF FROM A RAINFALL INTENSITY OF 4" PER HOUR WITHOUT RESULTING IN PONDING OF WATER AROUND THE INLET.
8. FOR SUBDIVISION PLANS, STORM INLET SPACING, WITH PIPING 15" IN DIAMETER OR LARGER, SHALL BE DESIGNED WITH THE MAXIMUM DISTANCE OF 300' BETWEEN INLETS AND/OR CLEAN-OUT JUNCTION BOXES. FOR ROADWAY SECTIONS HAVING CURB AND GUTTER AND DESIGN SPEEDS OF 45 MPH AND LESS, SPREAD RESULTING FROM A RAINFALL INTENSITY OF 4" PER HOUR SHALL NOT EXCEED ONE-HALF OF THE TRAVEL LANE ADJACENT TO THE GUTTER.
9. RETENTION AREA WATER DEPTHS SHALL BE 4' MINIMUM TO 12' MAXIMUM, MEASURED FROM THE NORMAL WATER LEVEL.

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| | STANDARD CONSTRUCTION DETAIL<br>STORM DRAINAGE DESIGN<br>AND CONSTRUCTION NOTES<br>REV. 12/18 | FILE NAME<br>ST1.DOC<br>DETAIL REF:<br>ST-1 |

17. SEWER LATERAL LOCATIONS SHALL BE MARKED ALONG THE OUTSIDE OF THE CURB WITH A SAW CUT "V", OR BY A METAL TAB SET INTO THE PAVEMENT.
18. THE CONTRACTOR SHALL INSTALL A METALLIZED FOIL LOCATOR TAPE, OR SIMILAR DEVICE AS MAY BE APPROVED BY THE CITY FOR THE FULL LENGTH OF ALL PVC SEWAGE FORCE MAINS. THIS PIPE LOCATOR AID SHALL BE INSTALLED BETWEEN 15" AND 24" BELOW FINISHED GRADE OR AS DIRECTED BY THE MANUFACTURER. TAPE SHALL BE COLOR CODED GREEN FOR SANITARY SEWER AND FORCE MAIN. A CONTINUOUS NO. 10 COPPER HEAD WIRE SHALL BE INSTALLED WITH WIRE BROUGHT UP AT ALL VALVES.

FORCE MAIN SANITARY SEWER:

1. PVC SANITARY SEWER FORCE MAINS, INCLUDING FITTINGS, SHALL BE GREEN PVC AWWA C-900, OR C-905, UNLESS SPECIFICALLY NOTED OTHERWISE. PRESSURE FITTINGS SHALL BE PRESSURE CLASS 150 OR C-907.
2. HDPE SANITARY SEWER FORCE MAINS SHALL BE SDR11 (OR THICKER) UNLESS SPECIFICALLY NOTED OTHERWISE. THE HDPE PIPE SHALL BE SIZED TO MATCH THE EXTERNAL DIAMETER OF THE PVC TO WHICH IT IS ATTACHED. PRESSURE FITTINGS SHALL BE PRESSURE CLASS 150 OR C-907.
3. ALL SANITARY SEWER FORCE MAINS SHALL USE A THRUST RESTRAINT JOINT METHOD IN COMPLIANCE WITH THE DUCTILE IRON PIPE RESEARCH ASSOCIATION GUIDELINES MODIFIED TO ACCOMMODATE PVC PIPE BY FOLLOWING THE RECOMMENDED INCREASE IN RESTRAINT LENGTH CORRESPONDING TO THE INSTALLATION OF POLYETHYLENE WRAP. IN NO INSTANCE SHALL THRUST BLOCKS BE PERMITTED.
4. ALL IN-LINE SANITARY SEWER FORCE MAIN VALVES SHALL BE AWWA C-509 OR C-515 COMPLIANT RESILIENT SEAT VALVES FEATURING AN EPOXY LINED DUCTILE IRON BODY.
5. FORCE MAIN SYSTEMS SHALL BE PRESSURE TESTED AT 100 PSI STATIC PRESSURE FOR A PERIOD OF 2 HOURS PER AWWA STANDARDS.
6. FORCE MAINS SHALL BE FLUSHED, PRESSURE TESTED, PIGGED AND CLEARED FOR SERVICE IN ACCORDANCE WITH THE LATEST AWWA STANDARDS AND THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION REQUIREMENTS. THE CONTRACTOR SHALL NOTIFY THE CITY'S DESIGNATED SITE INSPECTOR WHO SHALL COORDINATE WITH CITY PERSONNEL AT THE WATER OR WASTEWATER TREATMENT PLANT (AS APPROPRIATE) AT LEAST 48 HOURS PRIOR TO BEGINNING A FULL-DIAMETER FLUSH OF THE MAINS AND PRIOR TO THE COMMENCEMENT OF PRESSURE TESTING (SUBJECT TO AVAILABILITY).
7. THE CONTRACTOR SHALL BE REQUIRED TO PIG ALL FORCE MAINS AND PRIMARY TRANSMISSION MAINS LOCATED ON COLLECTOR AND ARTERIAL ROADWAYS. LAUNCHING AND EXTRACTION POINTS SHALL BE DETERMINED BY THE CONTRACTOR. ALL PIGGING OPERATIONS SHALL BE WITNESSED BY A PORT ORANGE REPRESENTATIVE.

GRAVITY SANITARY SEWER:

1. ALL GRAVITY SANITARY SEWER LINES IN PUBLIC RIGHTS-OF-WAY SHALL BE GREEN PVC SDR26, ASTM D-3034. SEWER LINES CONSTRUCTED OUTSIDE OF PUBLIC RIGHTS-OF-WAY, WITHIN SIDE YARDS, BACKYARDS, AND OTHER POORLY ACCESSIBLE AREAS SHALL BE CONSTRUCTED OF GREEN AWWA C-900 PVC SDR25. USE OF PLASTIC STYRENE FITTINGS SHALL NOT BE ALLOWED.
2. IN PLACES WHERE A MINIMUM COVER OF 36" CANNOT BE MAINTAINED, AWWA C-900 GREEN PVC SDR25 OR CONCRETE ENCASEMENT SHALL BE USED. WATER LINES, RECLAIMED LINES, AND STORM DRAINAGE CROSSINGS SHALL ALSO FOLLOW THE CONCRETE ENCASEMENT REQUIREMENT PER THESE STANDARDS AND AS PER REGULATORY REQUIREMENTS.
3. GRAVITY SANITARY SEWER PIPE SIZES SHALL BE:
   MAINS - 8" DIAMETER MINIMUM
   COMMERCIAL SERVICE LATERALS WITH MULTIPLE CONNECTIONS - 6" DIAMETER MINIMUM
   SINGLE FAMILY RESIDENTIAL SERVICE LATERALS - 4" DIAMETER
   MULTI-FAMILY RESIDENTIAL SERVICE LATERALS - 6" DIAMETER MINIMUM

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| | STANDARD CONSTRUCTION DETAIL<br>SANITARY SEWER NOTES<br>(CONTINUED)<br>REV. 12/18 | FILE NAME<br>S1.DOC<br>DETAIL REF:<br>S-1.3 |

25. NEW OR RELOCATED, UNDERGROUND MAINS SHALL BE LAID TO PROVIDE THE FOLLOWING MINIMUM CROSSING/VERTICAL SEPARATIONS (OUTSIDE TO OUTSIDE):

| | WATER | STORM GRAVITY | STORM FORCE | RECLAIM | SANITARY GRAVITY | SANITARY FORCE |
|---|---|---|---|---|---|---|
| WATER | | OVER STORM GRAVITY 6", PREFERRED 12" | OVER STORM FORCE 12" | OVER RECLAIM 12" | OVER SANITARY GRAVITY 6", PREFERRED 12" | OVER SANITARY FORCE 12" |
| | | UNDER STORM GRAVITY 12" | UNDER STORM FORCE 12" | UNDER RECLAIM 12" | UNDER SANITARY GRAVITY 12" | UNDER SANITARY FORCE 12" |
| STORM GRAVITY | OVER WATER 12" | | OVER STORM FORCE 6" | OVER RECLAIM 6", PREFERRED 12" | OVER SANITARY GRAVITY 6", PREFERRED 12" | OVER SANITARY FORCE 6", PREFERRED 12" |
| | UNDER WATER 6", PREFERRED 12" | | UNDER STORM FORCE 6" | UNDER RECLAIM 12" | UNDER SANITARY GRAVITY 12" | UNDER SANITARY FORCE 12" |
| STORM FORCE | OVER WATER 12" | OVER STORM GRAVITY 6" | | OVER RECLAIM 12" | OVER SANITARY GRAVITY 12" | OVER SANITARY FORCE 12" |
| | UNDER WATER 12" | UNDER STORM GRAVITY 6" | | UNDER RECLAIM 12" | UNDER SANITARY GRAVITY 12" | UNDER SANITARY FORCE 12" |
| RECLAIM | OVER WATER 12" | OVER STORM GRAVITY 12" | OVER STORM FORCE 12" | | OVER SANITARY GRAVITY 12" | OVER SANITARY FORCE 12" |
| | UNDER WATER 12" | UNDER STORM GRAVITY 6", PREFERRED 12" | UNDER STORM FORCE 12" | | UNDER SANITARY GRAVITY 12" | UNDER SANITARY FORCE 12" |
| SANITARY GRAVITY | OVER WATER 12" | OVER STROM GRAVITY 12" | OVER STORM FORCE 12" | OVER RECLAIM 12" | | OVER SANITARY FORCE 12" |
| | UNDER WATER 6", PREFERRED 12" | UNDER STORM GRAVITY 6", PREFERRED 12" | UNDER STORM FORCE 12" | UNDER RECLAIM 12" | | UNDER SANITARY FORCE 12" |
| SANITARY FORCE | OVER WATER 12" | OVER STORM GRAVITY 12" | OVER STORM FORCE 12" | OVER RECLAIM 12" | OVER SANITARY GRAVITY 12" | |
| | UNDER WATER 12" | UNDER STORM GRAVITY 6", PREFERRED 12" | UNDER STORM FORCE 12" | UNDER RECLAIM 12" | UNDER SANITARY GRAVITY 12" | |

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| | STANDARD CONSTRUCTION DETAIL<br>STORM DRAINAGE DESIGN<br>AND CONSTRUCTION NOTES<br>(CONTINUED)<br>REV. 12/18 | FILE NAME<br>ST1.DOC<br>DETAIL REF:<br>ST-1.2 |

26. NEW OR RELOCATED, UNDERGROUND MAINS SHALL BE LAID TO PROVIDE THE FOLLOWING MINIMUM HORIZONTAL SEPARATIONS (OUTSIDE TO OUTSIDE):

| | WATER | STORM GRAVITY | STORM FORCE | RECLAIM | SANITARY GRAVITY | SANITARY FORCE |
|---|---|---|---|---|---|---|
| WATER | | 3' | 3' | 3' | 6', PREFERRED 10' | 6', PREFERRED 10' |
| STORM GRAVITY | 3' | | 3' | 3' | 6', PREFERRED 10' | 6', PREFERRED 10' |
| STORM FORCE | 3' | 3' | | 3' | 6', PREFERRED 10' | 6', PREFERRED 10' |
| RECLAIM | 3' | 3' | 3' | | 6', PREFERRED 10' | 6', PREFERRED 10' |
| SANITARY GRAVITY | 6', PREFERRED 10' | 6', PREFERRED 10' | 6', PREFERRED 10' | 6', PREFERRED 10' | | 6', PREFERRED 10' |
| SANITARY FORCE | 6', PREFERRED 10' | 6', PREFERRED 10' | 6', PREFERRED 10' | 6', PREFERRED 10' | 6', PREFERRED 10' | |

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| | STANDARD CONSTRUCTION DETAIL<br>STORM DRAINAGE DESIGN<br>AND CONSTRUCTION NOTES<br>(CONTINUED)<br>REV. 12/18 | FILE NAME<br>ST1.DOC<br>DETAIL REF:<br>ST-1.3 |

Know what's below. Call before you dig.


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CIVIL ENGINEERING
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ENVIRONMENTAL
PLANNING
TRANSPORTATION
(LC #2)
(EB 6516)

| NO | DATE | BY | SUBMITTALS / REVISIONS |
|---|---|---|---|
| 1 | 11-21-25 | SM | INITIAL SUBMITTAL SET |
| 2 | 02-09-26 | SM | REVISED PER CITY OF PORT ORANGE COMMENTS DATED 12-12-25 |

# PORT ORANGE CITY CENTER SPORTS COMPLEX EXPANSION FINAL ENGINEERING PLANS CONSTRUCTION NOTES

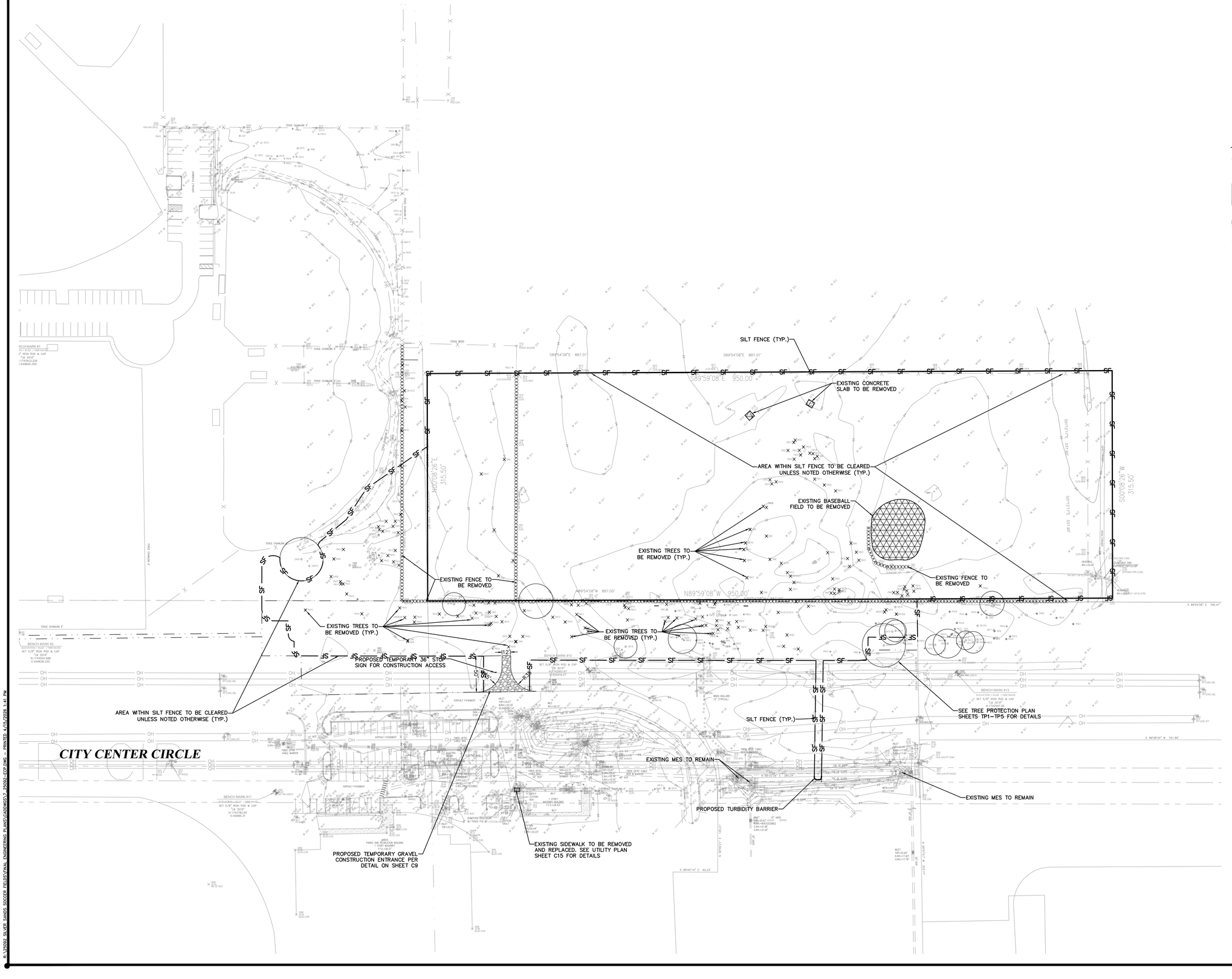
CITY OF PORT ORANGE — VOLUSIA COUNTY, FLORIDA

PROJECT NO: ZC 25092
DESIGNED BY: SM
DRAFTED BY: GMC
CHECKED BY: SM
DRAWING FILE: 2-6_25092-NOT

ROBERT J. BALL, P.E., NO.60001
NOT VALID WITHOUT SEAL

SHEET: C6 OF 22


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| NO. | DATE | BY | SUBMITTALS / REVISIONS |
|---|---|---|---|
| 1 | 11-21-25 | SM | INITIAL SUBMITTAL SET |
| 2 | 02-09-26 | SM | REVISED PER CITY OF PORT ORANGE COMMENTS DATED 12-12-25 |

# PORT ORANGE CITY CENTER SPORTS COMPLEX EXPANSION FINAL ENGINEERING PLANS DEMOLITION AND EROSION CONTROL PLAN

CITY OF PORT ORANGE — VOLUSIA COUNTY, FLORIDA

PROJECT NO: ZC 25092

DESIGNED BY: SM

DRAFTED BY: GMC

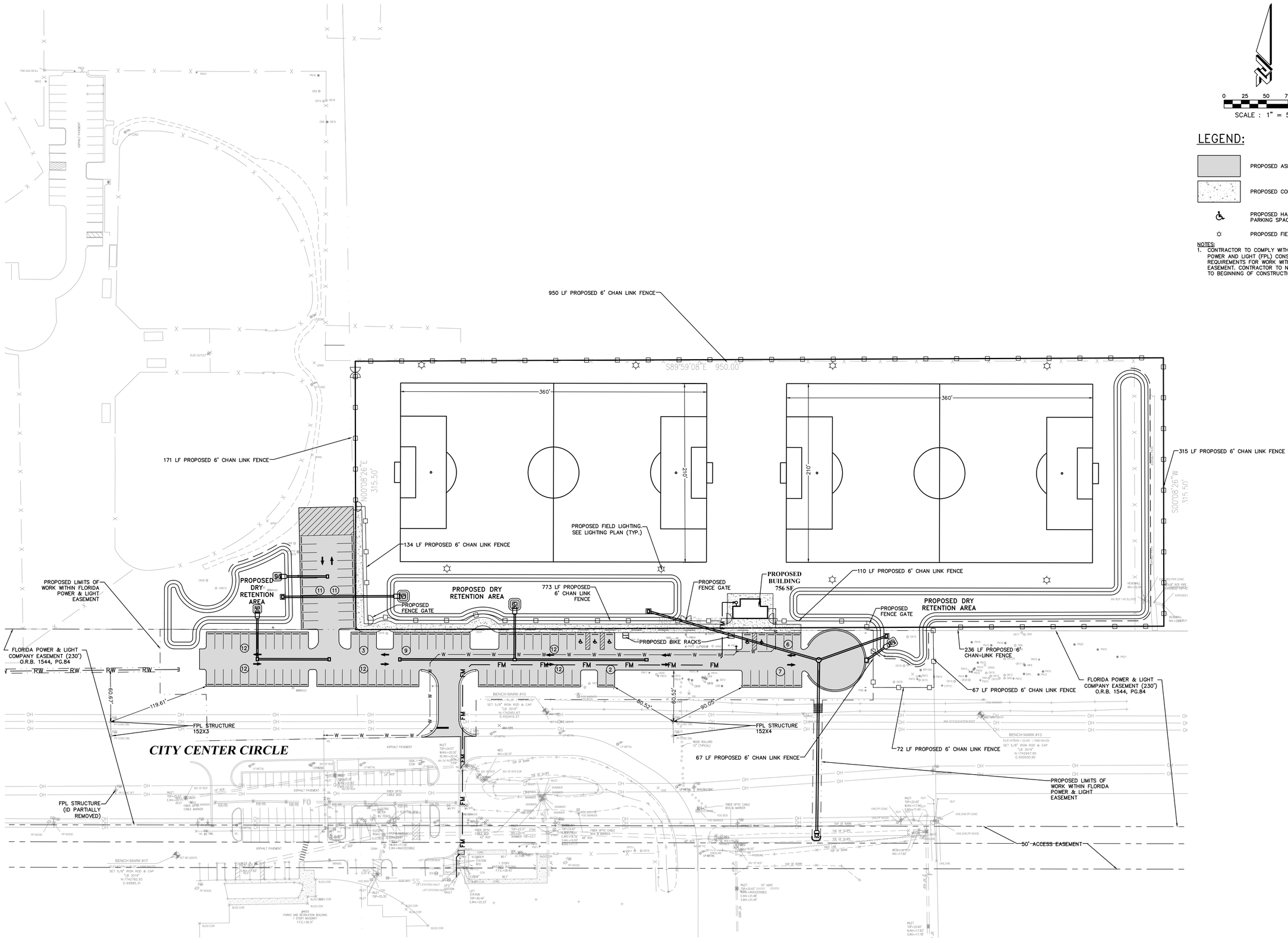
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ROBERT J. BALL, P.E., NO.60001
NOT VALID WITHOUT SEAL

SHEET: C7 OF 22

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0 25 50 75 100

SCALE : 1" = 50'

## LEGEND:

- PROPOSED ASPHALT PAVEMENT
- PROPOSED CONCRETE
- PROPOSED HANDICAP PARKING SPACE
- PROPOSED FIELD LIGHT

NOTES:

1. CONTRACTOR TO COMPLY WITH ALL FLORIDA POWER AND LIGHT (FPL) CONSTRUCTION REQUIREMENTS FOR WORK WITHIN FPL EASEMENT. CONTRACTOR TO NOTIFY FPL PRIOR TO BEGINNING OF CONSTRUCTION.


ZEV COHEN & ASSOCIATES, INC.
300 INTERCHANGE BLVD., STE. C
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(LC #2)
(EB 6516)


| NO | DATE | BY | SUBMITTALS / REVISIONS |
|---|---|---|---|
| 1 | 11-21-25 | SM | INITIAL SUBMITTAL SET |
| 2 | 02-09-26 | SM | REVISED PER CITY OF PORT ORANGE COMMENTS DATED 12-12-25 |

# PORT ORANGE CITY CENTER SPORTS COMPLEX EXPANSION FINAL ENGINEERING PLANS OVERALL DEVELOPMENT PLAN

VOLUSIA COUNTY, FLORIDA

CITY OF PORT ORANGE

PROJECT NO: ZC 25092

DESIGNED BY: SM

DRAFTED BY: GMC

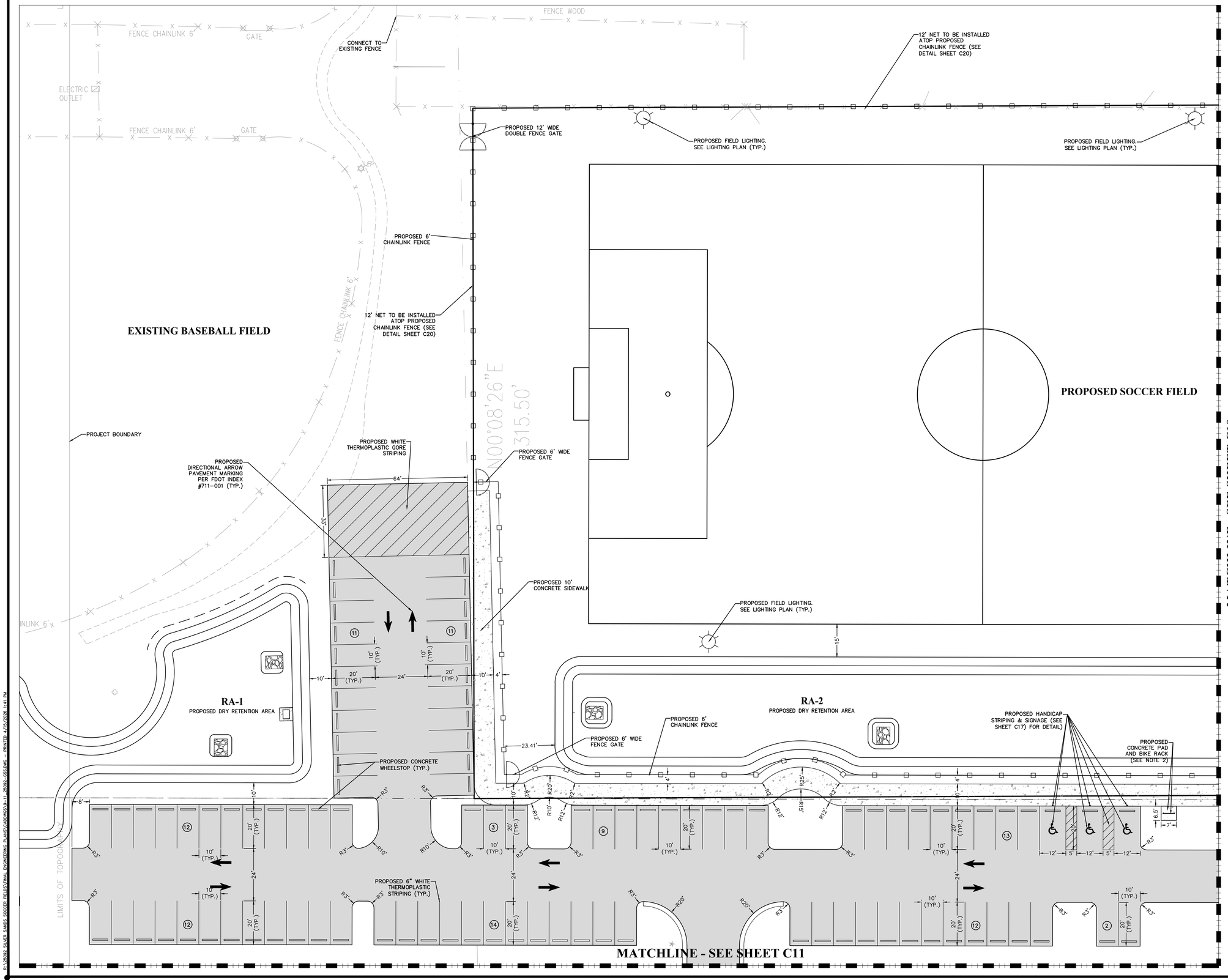
CHECKED BY: SM

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XREF'S: XXXXX.DWG
XREF'S: XXXXX.DWG

ROBERT J. BALL, P.E., NO.60001
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SHEET: C8 OF 22


8_25092 SILVER SANDS SOCCER FIELDS\FINAL ENGINEERING PLANS\CAD\DWGS\8_25092-ODP.DWG – PRINTED: 4/13/2026 1:41 PM




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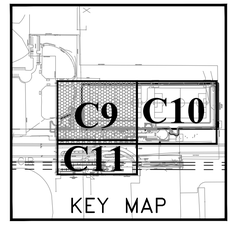
SCALE : 1" = 20'

## LEGEND:

- PROPOSED ASPHALT PAVEMENT
- PROPOSED CONCRETE
- (3) PROPOSED PARKING COUNT
- PROPOSED HANDICAP PARKING SPACE
- PROPOSED FIELD LIGHT

NOTES:

1. FENCES MUST BE SET BACK 5' FROM THE RIGHT-OF-WAY.
2. BIKE RACKS TO BE ANOVA LBR7VCING METRO 7-BIKE/5-LOOP RACK, FUSION ADV FIN, INGROUND MOUNT OR APPROVED EQUAL. COLOR TO BE SELECTED BY OWNER.
3. ALL STRIPING TO BE PER CITY OF PORT ORANGE STANDARD DETAIL R-1.
4. CONTRACTOR TO COMPLY WITH ALL FLORIDA POWER AND LIGHT (FPL) CONSTRUCTION REQUIREMENTS FOR WORK WITHIN FPL EASEMENT. CONTRACTOR TO NOTIFY FPL PRIOR TO BEGINNING OF CONSTRUCTION.




ZEV COHEN & ASSOCIATES, INC.
300 INTERCHANGE BLVD., STE. C
ORMOND BEACH, FL 32174
WWW.ZEVCOHEN.COM
CIVIL ENGINEERING
LANDSCAPE ARCHITECTURE
ENVIRONMENTAL
PLANNING
TRANSPORTATION
(LC 42)
(EB 6516)

| NO. | DATE | BY | SUBMITTALS / REVISIONS |
|---|---|---|---|
| 1 | 11-21-25 | SM | INITIAL SUBMITTAL SET |
| 2 | 02-09-26 | SM | REVISED PER CITY OF PORT ORANGE COMMENTS DATED 12-12-25 |

# PORT ORANGE CITY CENTER SPORTS COMPLEX EXPANSION FINAL ENGINEERING PLANS GEOMETRY, SIGNAGE, AND STRIPING PLAN

CITY OF PORT ORANGE — VOLUSIA COUNTY, FLORIDA

PROJECT NO: ZC 25092

DESIGNED BY: SM

DRAFTED BY: GMC

CHECKED BY: SM

DRAWING FILE: 9-11_25092-GSS
XREFS: XXXXX.DWG
XREFS: XXXXX.DWG

ROBERT J. BALL, P.E., NO.60001
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SHEET: C9 OF 22

G:\25092 SILVER SANDS SOCCER FIELDS\FINAL ENGINEERING PLANS\CAD\9SHEETS\9-11_25092-GSS.DWG – PRINTED: 4/13/2026 1:41 PM

S89°59'08"E 950.00'

PROPOSED 6' CHAINLINK FENCE

PROPOSED FIELD LIGHTING. SEE LIGHTING PLAN (TYP.)

12' NET TO BE INSTALLED ATOP PROPOSED CHAINLINK FENCE (SEE DETAIL SHEET C20)

PROPOSED FIELD LIGHTING. SEE LIGHTING PLAN (TYP.)

LIMITS OF TOPOGRAPHY

ASPHALT PATH

PROPOSED 6' CHAINLINK FENCE

12' NET TO BE INSTALLED ATOP PROPOSED CHAINLINK FENCE (SEE DETAIL SHEET C20)

**MATCHLINE - SEE SHEET C9**

PROPOSED FIELD LIGHTING. SEE LIGHTING PLAN (TYP.)

PROPOSED FIELD LIGHTING. SEE LIGHTING PLAN (TYP.)

PROPOSED 12' DOUBLE FENCE GATE

PROPOSED 6' WIDE FENCE GATE

PROPOSED BUILDING 756 SF

53.54'

6.33'

15'

15'

36.1'

PROPOSED 6' WIDE FENCE GATE

PROPOSED HANDICAP STRIPING & SIGNAGE (SEE SHEET C17 FOR DETAIL)

PROPOSED 10' CONCRETE SIDEWALK

**RA-3**
PROPOSED DRY RETENTION AREA

N89°59'08"W 950.00'

PROPOSED CONCRETE PAD AND BIKE RACK (SEE NOTE 2)

6.5'

7'

R3'

12'

5'

12'

6

20' (TYP.)

10' (TYP.)

R3'

R10'

PROPOSED 6" WHITE THERMOPLASTIC STRIPING (TYP.)

24'

R35'

10' (TYP.)

R10'

R3'

7

20' (TYP.)

R3

PROPOSED TYPE F CURB & GUTTER. SEE DETAIL ST-3 SHEET

PROPOSED DIRECTIONAL ARROW PAVEMENT MARKING PER FDOT INDEX #711-001 (TYP.)

PROPOSED CONCRETE WHEELSTOP (TYP.)

OH

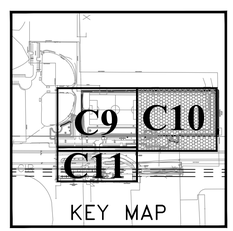
0 10 20 30 40

SCALE : 1" = 20'

## LEGEND:

- PROPOSED ASPHALT PAVEMENT
- PROPOSED CONCRETE
- (3) PROPOSED PARKING COUNT
- PROPOSED HANDICAP PARKING SPACE
- PROPOSED FIELD LIGHT

NOTES:
1. FENCES MUST BE SET BACK 5' FROM THE RIGHT-OF-WAY.
2. BIKE RACKS TO BE ANOVA LBR7VCING METRO 7-BIKE/5-LOOP RACK, FUSION ADV FIN, INGROUND MOUNT OR APPROVED EQUAL. COLOR TO BE SELECTED BY OWNER.
3. ALL STRIPING TO BE PER CITY OF PORT ORANGE STANDARD DETAIL R-1.
4. CONTRACTOR TO COMPLY WITH ALL FLORIDA POWER AND LIGHT (FPL) CONSTRUCTION REQUIREMENTS FOR WORK WITHIN FPL EASEMENT. CONTRACTOR TO NOTIFY FPL PRIOR TO BEGINNING OF CONSTRUCTION.




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ORMOND BEACH, FL 32174
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CIVIL ENGINEERING
LANDSCAPE ARCHITECTURE
ENVIRONMENTAL
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TRANSPORTATION
(LC-42)
(EB-8516)

| NO | DATE | BY | SUBMITTALS / REVISIONS |
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# PORT ORANGE CITY CENTER SPORTS COMPLEX EXPANSION FINAL ENGINEERING PLANS GEOMETRY, SIGNAGE, AND STRIPING PLAN

CITY OF PORT ORANGE — VOLUSIA COUNTY, FLORIDA

PROJECT NO: ZC 25092

DESIGNED BY: SM

DRAFTED BY: GMC

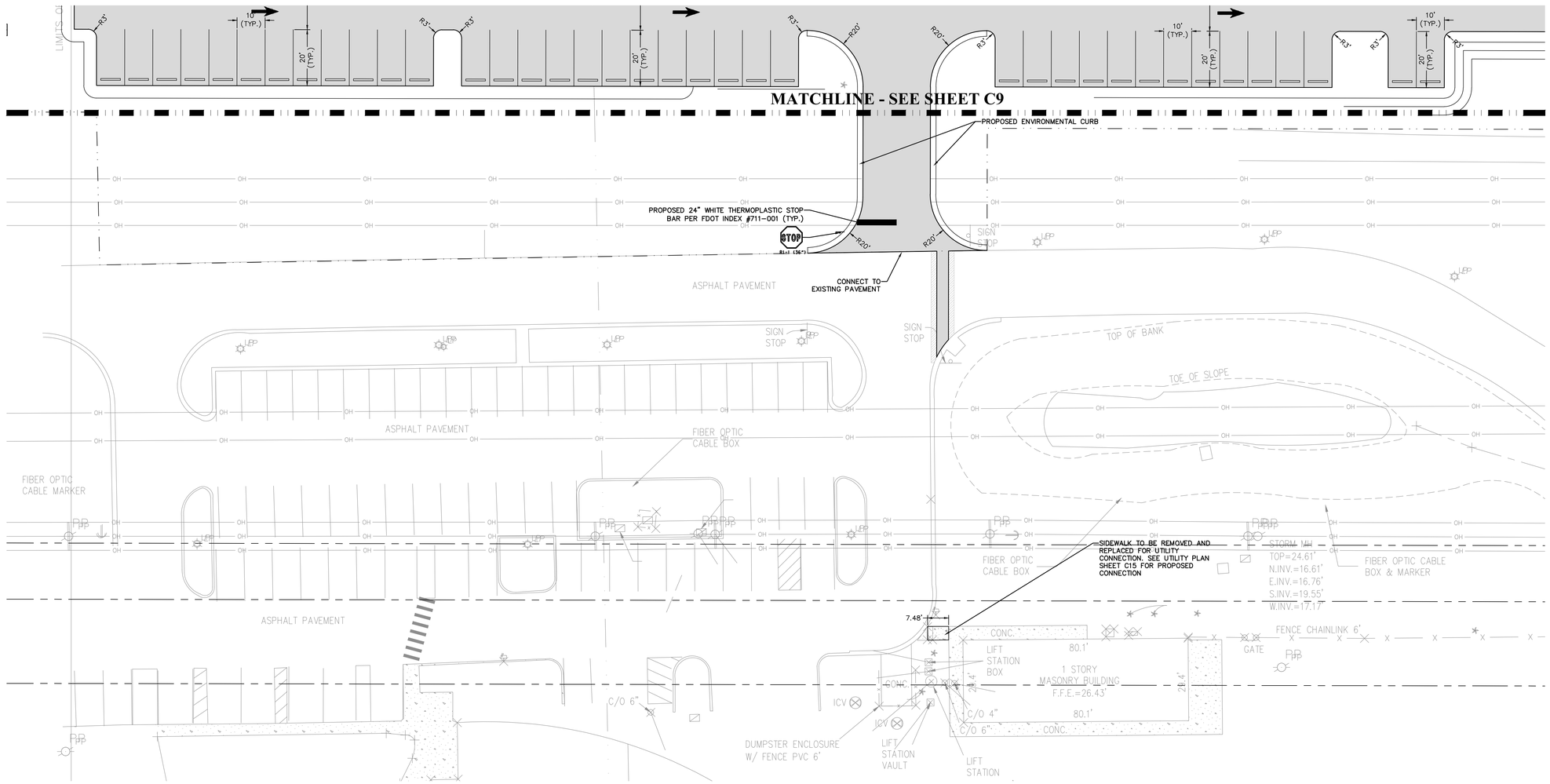
CHECKED BY: SM

DRAWING FILE: 9-11_25092-GSS
XREF'S: XXXXX.DWG
XREF'S: XXXXX.DWG

ROBERT J. BALL, P.E., NO.60001
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SHEET: C10 OF 22

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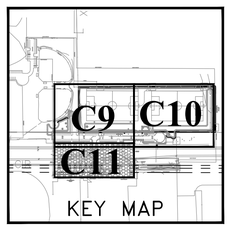
SCALE : 1" = 20'

## LEGEND:

- PROPOSED ASPHALT PAVEMENT
- PROPOSED CONCRETE
- (3) PROPOSED PARKING COUNT
- PROPOSED HANDICAP PARKING SPACE
- PROPOSED FIELD LIGHT

NOTES:

1. FENCES MUST BE SET BACK 5' FROM THE RIGHT-OF-WAY.
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OWENSBORO BEACH, FL 32754
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ENVIRONMENTAL
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TRANSPORTATION
(LC 42)
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CITY OF PORT ORANGE — VOLUSIA COUNTY, FLORIDA

PROJECT NO: ZC 25092

DESIGNED BY: SM

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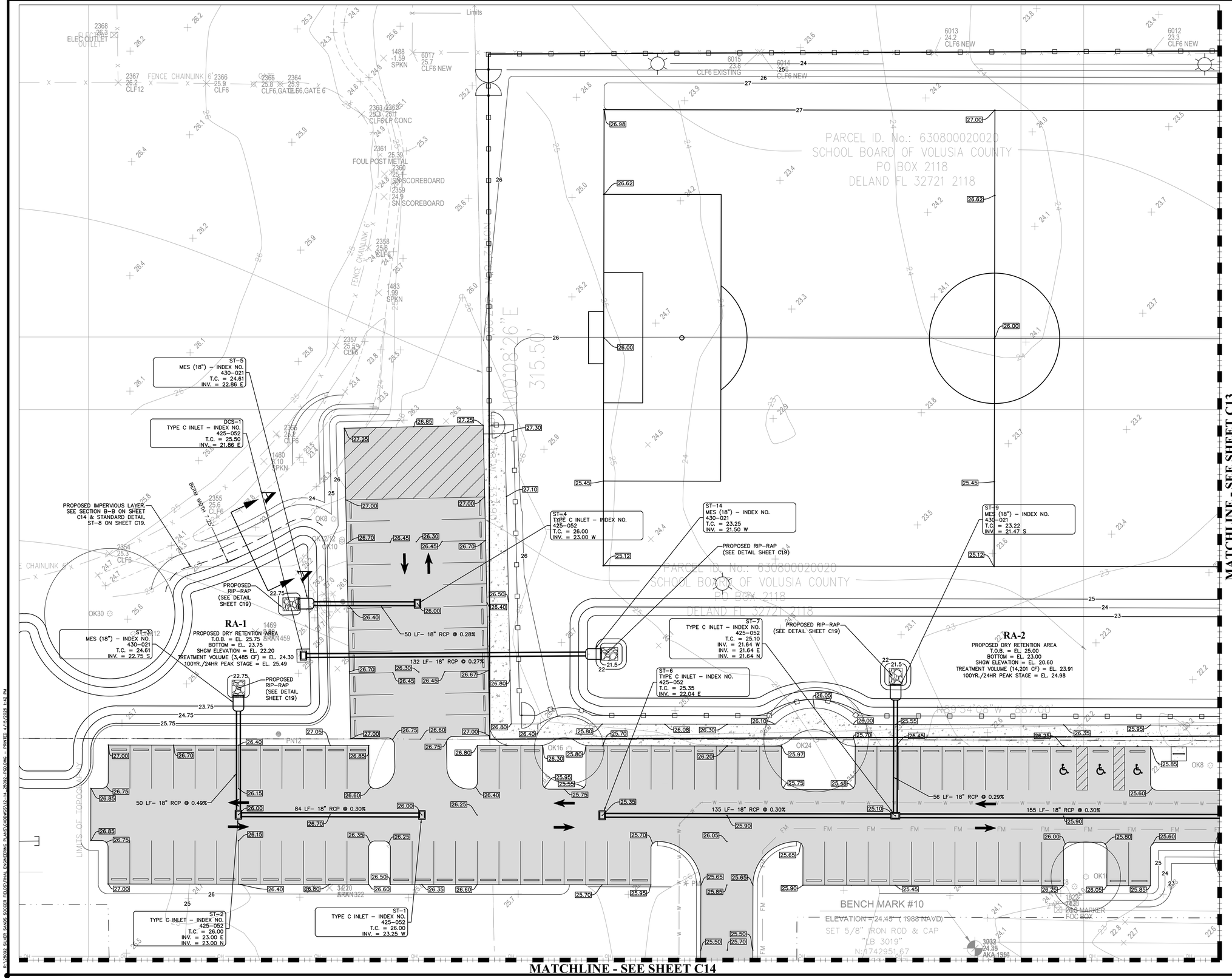
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XREF'S: XXXXX.DWG
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ROBERT J. BALL, P.E., NO.60001
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SHEET: C11 OF 22

R:\25092 SILVER SANDS SOCCER FIELDS\ENGINEERING PLANS\CADD\GSS\9-11_25092-GSS.DWG - PRINTED 4/13/2026 1:42 PM




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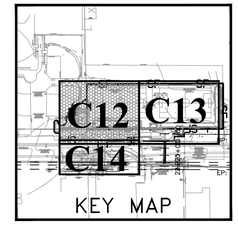
SCALE : 1" = 20'

## LEGEND:

- PROPOSED ASPHALT PAVEMENT
- PROPOSED CONCRETE
- OR — PROPOSED STORMWATER INLET
- PROPOSED STORMWATER MANHOLE
- PROPOSED MES
- PROPOSED YARD DRAIN
- 38.20 — PROPOSED GRADE
- M.E.G. — PROPOSED MATCH EXISTING GRADE LABEL
- PROPOSED FIELD LIGHT

NOTES:

1. CONTRACTOR TO REFER TO GEOTECHNICAL REPORT FOR SOIL REQUIREMENTS AND RECOMMENDATIONS.
2. MINIMUM FINISHED FLOOR ELEVATIONS SHALL COMPLY WITH LDC
3. RETENTION AREAS TO BE INSPECTED FOR RECOVERY AT FINAL INSPECTION. PONDS THAT DO NOT RECOVER WITHIN 72 HOURS WILL REQUIRE REMEDIATION TO REMOVE UNSUITABLE SOILS AND REPLACE WITH CLEAN, WELL DRAINING SAND.
4. CONTRACTOR TO COMPLY WITH ALL FLORIDA POWER AND LIGHT (FPL) CONSTRUCTION REQUIREMENTS FOR WORK WITHIN FPL EASEMENT. CONTRACTOR TO NOTIFY FPL PRIOR TO BEGINNING OF CONSTRUCTION.




ZEV COHEN & ASSOCIATES, INC.
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ORMOND BEACH, FL 32174
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CIVIL ENGINEERING
LANDSCAPE ARCHITECTURE
ENVIRONMENTAL
PLANNING
TRANSPORTATION
(LC 42)

| NO | DATE | BY | SUBMITTALS / REVISIONS |
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# PORT ORANGE CITY CENTER SPORTS COMPLEX EXPANSION FINAL ENGINEERING PLANS PAVING, GRADING, AND DRAINAGE PLAN

CITY OF PORT ORANGE — VOLUSIA COUNTY, FLORIDA

PROJECT NO: ZC 25092

DESIGNED BY: SM

DRAFTED BY: GMC

CHECKED BY: SM

DRAWING FILE: 12-14_25092-PGD
XREFS: XXXXX.DWG
XREFS: XXXXX.DWG

ROBERT J. BALL, P.E., NO.60001
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SHEET: C12 OF 22

R:\25092 SILVER SANDS SOCCER FIELD\FINAL ENGINEERING PLANS\CADD\SVT-14_25092-PGD.DWG – PRINTED: 4/15/2026 1:42 PM

MATCHLINE - SEE SHEET C12

MATCHLINE - SEE SHEET C14

S89°59'08"E 950.00'

N89°59'08"W 950.00'

PARCEL ID. No.: 630800020020+
SCHOOL BOARD OF VOLUSIA COUNTY
PO BOX 2118
DELAND FL 32721 2118

PARCEL ID. No.: 630800020020
SCHOOL BOARD OF VOLUSIA COUNTY
PO BOX 2118
DELAND FL 32721 2118

337.9' x 887'
299,717 SQ. FT.
±6.881 AC

315.5' x 950'
299,725 SQ. FT.
6.881 AC

S01°17'19"E 337.90'

N01°17'19"W 337.90'

LIMITS OF TOPOGRAPHY

6011 22.9 CLF6 NEW

6009 23.1 CLF6 NEW

6008 24.0 CLF6 NEW

6007 23.6 CLF6 NEW

6006 22.0 CLF6 NEW

6005 22.9 CLF6 NEW

6004 22.5 CLF6 NEW

PROPOSED BUILDING F.F.E. = 26.20

DCS-2
TYPE C INLET – INDEX NO. 425-052
T.C. = 24.75
INV. = 21.53 E

DCS-3
TYPE C INLET – INDEX NO. 425-052
T.C. = 23.75
INV. = 20.51 W

ST-8
TYPE C INLET – INDEX NO. 425-052
T.C. = 25.10
INV. = 22.10 W

ST-12
MANHOLE (60" DIA) – INDEX NO. 425-001
T.C. = 24.65
INV. = 20.75 W
INV. = 19.08 S
INV. = 20.75 E

ST-10
TYPE D INLET – INDEX NO. 425-052
T.C. = 24.07
INV. = 21.10 NE

208 LF– 18" RCP @ 0.38%

84 LF– 18" RCP @ 0.29%

28 LF– 18" RCP @ 0.31%

PROPOSED RIP-RAP (SEE DETAIL SHEET C19)

**RA-3**
PROPOSED DRY RETENTION AREA
T.O.B. = EL.24.00
BOTTOM = EL.22.00
SHGW ELEVATION = EL. 19.60
TREATMENT VOLUME (14,288 CF) = EL. 22.89
100YR./24HR PEAK STAGE = EL. 23.63

PROPOSED IMPERVIOUS LAYER. SEE SECTION B-B ON SHEET C14 & STANDARD DETAIL ST-8 ON SHEET C19.

B B

HEADWALL INV.=22.04

1157 22.04 INV RCP 1.45° ELLIPSE

1157 23.28 EXPOSED P

1157 22.12 EXISTING

1157 22.57 CLF6 NEW

1157 23.01 CLF6 NEW

1330 4.20 SET SCHEFFLERA

1328 12.02 SET SCHEFFLERA

1512 4.79 ORANGE

1522.09'

## LEGEND:

- PROPOSED ASPHALT PAVEMENT
- PROPOSED CONCRETE
- OR — PROPOSED STORMWATER INLET
- PROPOSED STORMWATER MANHOLE
- PROPOSED MES
- PROPOSED YARD DRAIN
- 38.20 — PROPOSED GRADE
- M.E.G. — PROPOSED MATCH EXISTING GRADE LABEL
- PROPOSED FIELD LIGHT

SCALE : 1" = 20'

NOTES:
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4. CONTRACTOR TO COMPLY WITH ALL FLORIDA POWER AND LIGHT (FPL) CONSTRUCTION REQUIREMENTS FOR WORK WITHIN FPL EASEMENT. CONTRACTOR TO NOTIFY FPL PRIOR TO BEGINNING OF CONSTRUCTION.

KEY MAP

C12 C13 C14


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OWENSBORO BEACH, FL 32724
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CIVIL ENGINEERING
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PLANNING
TRANSPORTATION
(LC #2)
(EB 6516)


| NO | DATE | BY | SUBMITTALS / REVISIONS |
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# PORT ORANGE CITY CENTER SPORTS COMPLEX EXPANSION
# FINAL ENGINEERING PLANS PAVING, GRADING, AND DRAINAGE PLAN

VOLUSIA COUNTY, FLORIDA
CITY OF PORT ORANGE

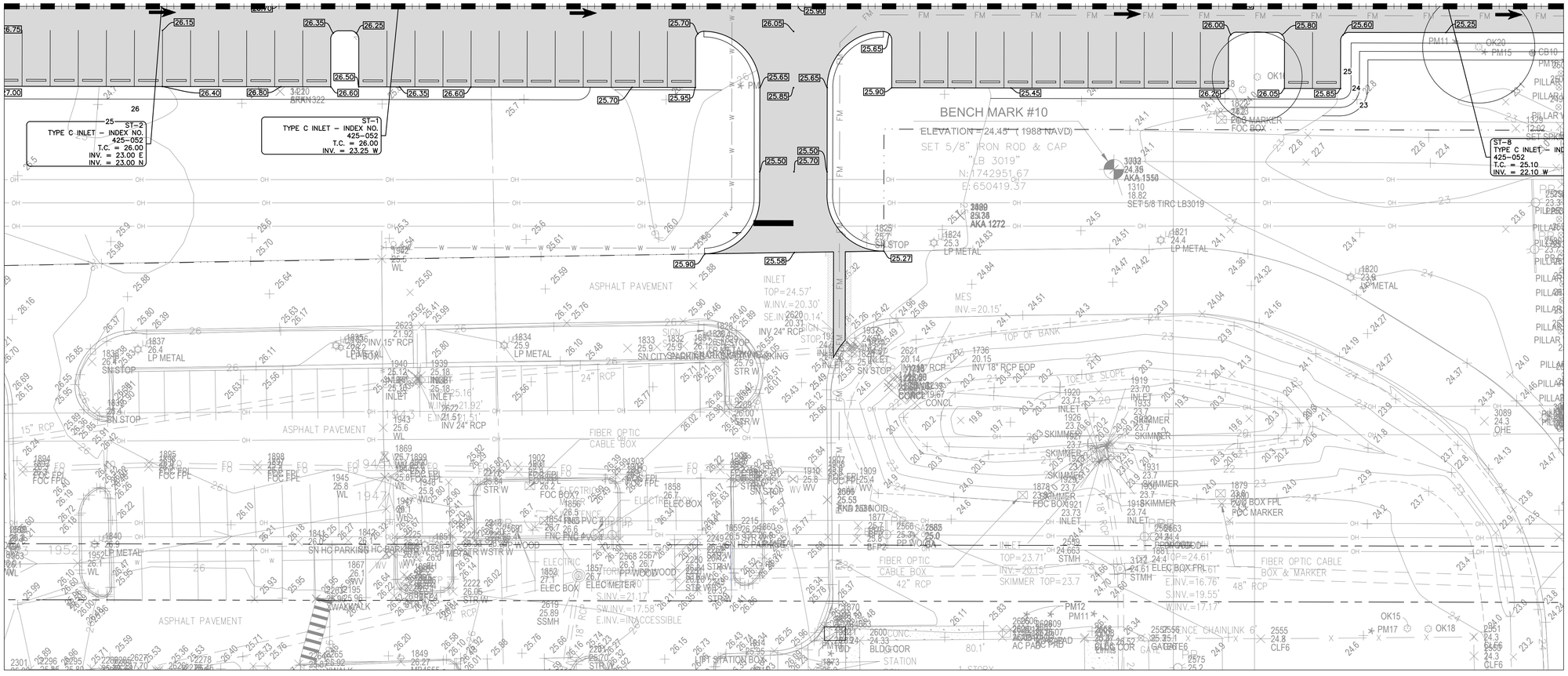
PROJECT NO: ZC 25092
DESIGNED BY: SM
DRAFTED BY: GMC
CHECKED BY: SM
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XREFS: XXXXX.DWG
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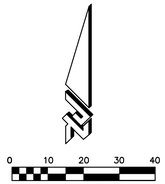
ROBERT J. BALL, P.E., NO.60001
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SHEET: C13 OF 22

R:\25092 SILVER SANDS SOCCER FIELDS\FINAL ENGINEERING PLANS\DRAWINGS\12-14_25092-PGD.DWG - PRINTED 4/15/2026 1:42 PM

**MATCHLINE - SEE SHEET C12**

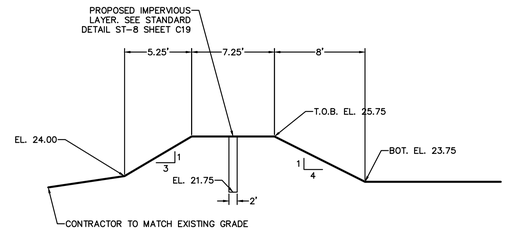


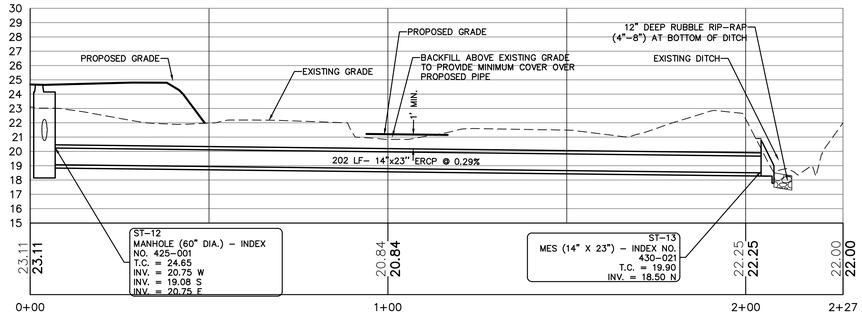

## LEGEND:

- PROPOSED ASPHALT PAVEMENT
- PROPOSED CONCRETE
- OR — PROPOSED STORMWATER INLET
- PROPOSED STORMWATER MANHOLE
- PROPOSED MES
- PROPOSED YARD DRAIN
- 38.20 — PROPOSED GRADE
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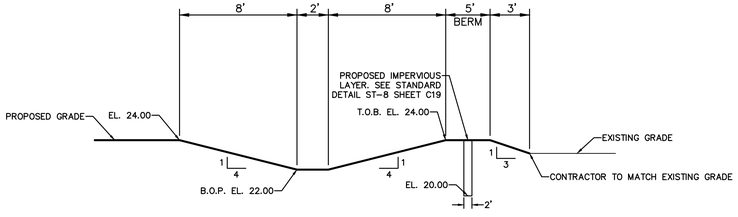



## SECTION A-A



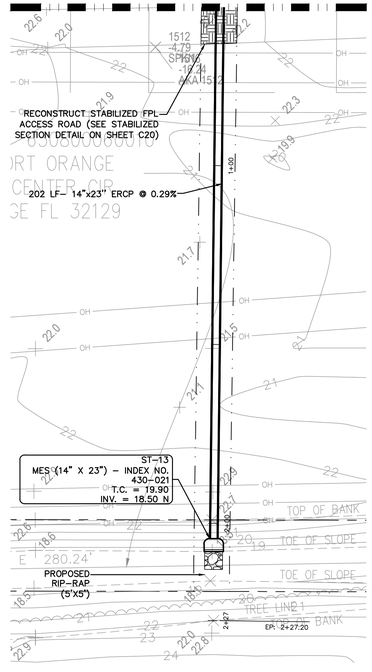

## OUTFALL PIPE PROFILE

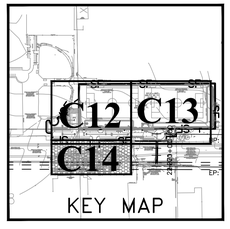
SCALE:
1"=20' HORIZONTAL
1"=5' VERTICAL




## SECTION B-B

**MATCHLINE - SEE SHEET C13**




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(EB 6516)

CIVIL ENGINEERING
LANDSCAPE ARCHITECTURE
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# PORT ORANGE CITY CENTER SPORTS COMPLEX EXPANSION
## FINAL ENGINEERING PLANS PAVING, GRADING, AND DRAINAGE PLAN

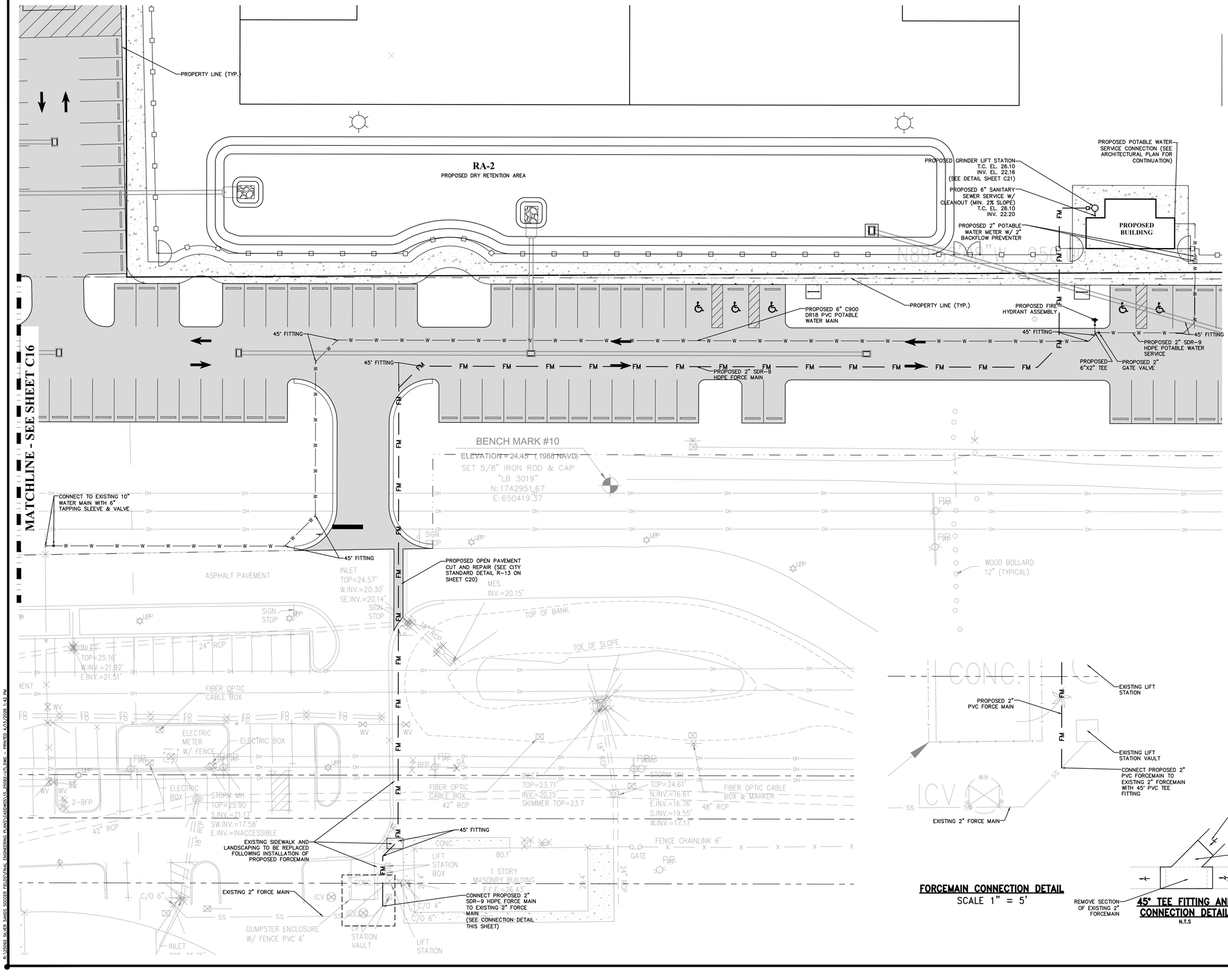
CITY OF PORT ORANGE — VOLUSIA COUNTY, FLORIDA

PROJECT NO: ZC 25092
DESIGNED BY: SM
DRAFTED BY: GMC
CHECKED BY: SM
DRAWING FILE: 12-14_25092-PGD
XREFS: XXXXX.DWG
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ROBERT J. BALL, P.E., NO.60001
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SHEET: C14 OF 22

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SCALE : 1" = 20'

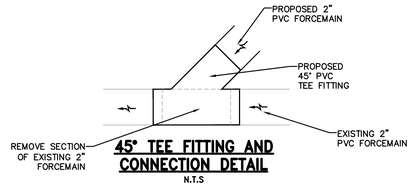
## LEGEND:

- PROPOSED ASPHALT PAVEMENT
- PROPOSED CONCRETE
- SS — PROPOSED SANITARY SERVICE
- W — PROPOSED WATERMAIN
- R — PROPOSED RECLAIMED WATERMAIN
- FM — PROPOSED FORCEMAIN
- PROPOSED FIRE HYDRANT ASSEMBLY
- PROPOSED GATE VALVE
- PROPOSED STREET LIGHT

NOTES:
1. CONTRACTOR TO COMPLY WITH ALL FLORIDA POWER AND LIGHT (FPL) CONSTRUCTION REQUIREMENTS FOR WORK WITHIN FPL EASEMENT. CONTRACTOR TO NOTIFY FPL PRIOR TO BEGINNING OF CONSTRUCTION.




**FORCEMAIN CONNECTION DETAIL**
SCALE 1" = 5'




**45° TEE FITTING AND CONNECTION DETAIL**
N.T.S

ZEV COHEN & ASSOCIATES, INC.
300 INTERCHANGE BLVD., STE. C
ORMOND BEACH, FL 32174
WWW.ZEVCOHEN.COM

CIVIL ENGINEERING
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# PORT ORANGE CITY CENTER SPORTS COMPLEX EXPANSION FINAL ENGINEERING PLANS UTILITY PLAN

VOLUSIA COUNTY, FLORIDA
CITY OF PORT ORANGE

PROJECT NO: ZC 25092
DESIGNED BY: SM
DRAFTED BY: GMC
CHECKED BY: SM
DRAWING FILE: 15_25092-UTL
XREF'S: XXXXX.DWG
XREF'S: XXXXX.DWG

ROBERT J. BALL, P.E., NO.60001
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SHEET: C15 OF 22

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0 10 20 30 40

SCALE : 1" = 20'

## LEGEND:

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- PROPOSED CONCRETE
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- PROPOSED STREET LIGHT

NOTES:
1. CONTRACTOR TO COMPLY WITH ALL FLORIDA POWER AND LIGHT (FPL) CONSTRUCTION REQUIREMENTS FOR WORK WITHIN FPL EASEMENT. CONTRACTOR TO NOTIFY FPL PRIOR TO BEGINNING OF CONSTRUCTION.

ZEV COHEN & ASSOCIATES, INC.
300 INTERCHANGE BLVD., STE. C
ORMOND BEACH, FL 32174
WWW.ZEVCOHEN.COM

CIVIL ENGINEERING
LANDSCAPE ARCHITECTURE
ENVIRONMENTAL
PLANNING
TRANSPORTATION
(LC 42)
(EB 6516)

| NO | DATE | BY | SUBMITTALS / REVISIONS |
|---|---|---|---|
| 1 | 11-21-25 | SM | INITIAL SUBMITTAL SET |
| 2 | 02-09-26 | SM | REVISED PER CITY OF PORT ORANGE COMMENTS DATED 12-12-25 |

# PORT ORANGE CITY CENTER SPORTS COMPLEX EXPANSION FINAL ENGINEERING PLANS UTILITY PLAN

CITY OF PORT ORANGE — VOLUSIA COUNTY, FLORIDA

PROJECT NO: ZC 25092

DESIGNED BY: SM

DRAFTED BY: GMC

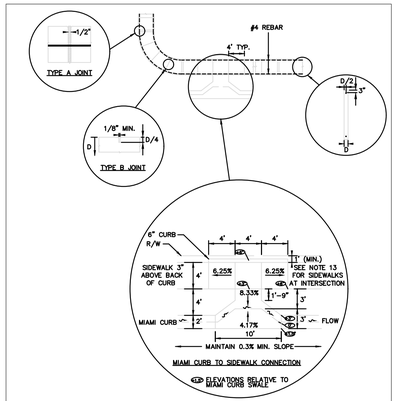
CHECKED BY: SM

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XREF'S: XXXXX.DWG
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ROBERT J. BALL, P.E., NO.60001
NOT VALID WITHOUT SEAL

SHEET: C16 OF 22

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**STANDARD CONSTRUCTION DETAIL**
SIDEWALK CONSTRUCTION REQUIREMENTS
REV. 12/18

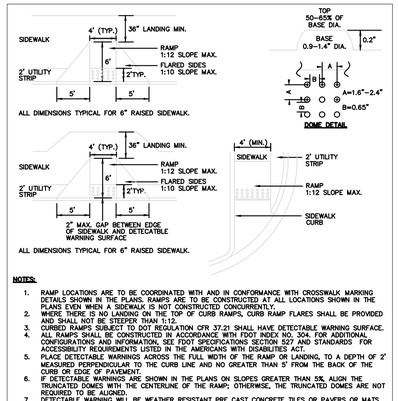
FILE NAME: M6.DWG
DETAIL REF: M-6

NOTES:

1. ALL CONCRETE SIDEWALKS AND BIKE PATHS IN PUBLIC RIGHT-OF-WAYS, PRIVATE RIGHT-OF-WAYS, COMMON AREAS IN RESIDENTIAL SITES, COMMERCIAL, INDUSTRIAL, INSTITUTIONAL, MULTI-FAMILY OR MIXED-USE SITES SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE SPECIFICATIONS LISTED BELOW.
2. EXCEPTION TO THE SPECIFICATIONS BELOW WILL BE FOR PRIVATE RESIDENTIAL SIDEWALKS NOT LOCATED IN A COMMON AREA.
3. SIDEWALKS, BIKE PATHS, RAMPS, AND DRIVEWAY APRONS SHALL BE CONSTRUCTED OF PLAIN PORTLAND CEMENT CONCRETE HAVING A MAXIMUM SLUMP OF 3", A MINIMUM DEVELOPED COMPRESSIVE STRENGTH OF 2,500 PSI IN 28 DAYS, AND A MINIMUM UNIFORM THICKNESS OF 6".
4. 2--#4 METAL REINFORCEMENT BARS WITH MINIMUM 6" OVERLAPS SHALL BE INSTALLED LONGITUDINALLY AT FROM THE EDGE. THE BARS SHALL BE LOCATED AT MID DEPTH OF THE CONCRETE. THE BARS SHALL BE PLACED ON NON FERROUS SPACERS TO ENSURE REQUIRED SEPARATION FROM SUBGRADE.
5. THE EXISTING SUBGRADE SHALL HAVE ALL ORGANIC, LOOSE, AND DELETERIOUS MATTER REMOVED, AND THE REMAINING CLEAN SOIL AND FILL SHALL BE SMOOTH, SOUND, AND SOLID. THE SUBGRADE SHALL BE COMPACTED TO A MINIMUM 95% DENSITY BASED ON MODIFIED PROCTOR DRY TEST PER AASHTO T-180.
6. ALL CONCRETE WORK IN THE RIGHT-OF-WAY SHALL BE INSPECTED BY THE CITY AFTER THE SUBGRADE IS PREPARED AND THE FORMS ARE SET, BUT BEFORE THE CONCRETE PLACEMENT BEGINS.
7. SIDEWALKS SHALL BE PLACED PARALLEL TO AND 12" WITHIN THE RIGHT-OF-WAY LINE, EXCEPT THAT THE CITY MAY APPROVE DEVIATIONS TO SAVE SPECIMEN TREES PROVIDED THAT THE SIDEWALK REMAINS WITHIN THE RIGHT-OF-WAY OR AN APPROVED SIDEWALK EASEMENT ABUTTING THE RIGHT-OF-WAY IS RECORDED.
8. THE TOP OF THE SIDEWALK PARALLEL WITH CURB AND GUTTER SHALL BE AT AN ELEVATION NO LOWER THAN THE CROWN OF THE ADJACENT ROADWAY AND NO HIGHER THAN 6" ABOVE THE CROWN, UNLESS APPROVED BY THE CITY, TO MAKE A MORE NATURAL TRANSITION WITH THE ADJACENT LAND.
9. THE CONCRETE SURFACE SHALL BE BROOM FINISHED TO BE SLIP RESISTANT AND SHALL MATCH AS CLOSELY AS POSSIBLE THE FINISH OF EXISTING ADJACENT SLABS AND ALL EDGES SHALL BE TOOLED TO ELIMINATE SHARP CORNERS.
10. ISOLATION JOINTS (TYPE A JOINTS) SHALL BE PROVIDED BETWEEN EXISTING CONCRETE OR STRUCTURES AND FRESH CONCRETE, TO SEPARATE PEDESTRIAN SECTIONS FROM SECTIONS WHICH WILL ENCOUNTER VEHICLE TRAFFIC, TO SEPARATE FRESH PLACEMENT FROM CONCRETE WHICH HAS SET FOR MORE THAN 60 MINUTES, AND NO FARTHER APART THAN 100'. JOINT MATERIAL SHALL BE PREFORMED JOINT FILLER MEETING FDOT SPECIFICATIONS.
11. CONTROL JOINTS (TYPE B JOINTS) SHALL BE TOOLED INTO THE FRESH CONCRETE TO A DEPTH EQUAL TO 1/4 THE SLAB THICKNESS, 1/8" WIDTH, AND SPACED APART A DISTANCE EQUAL TO THE WIDTH OF THE SLAB OR 48", WHICHEVER IS GREATEST.
12. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTING THE FINISHED SIDEWALK FROM ALL DAMAGE AND VANDALISM UNTIL THE CITY ACCEPTS OR APPROVES THE SIDEWALK. AFTER WHICH TIME THE OWNER OF THE ABUTTING LAND SHALL BE RESPONSIBLE FOR THE SIDEWALK IN ACCORDANCE WITH THE CITY CODE. ANY SIDEWALK SECTION DAMAGED OR VANDALIZED PRIOR TO ACCEPTANCE OR APPROVAL SHALL BE CUT OUT BETWEEN JOINTS AND REPLACED. REPAIRS ARE NOT ACCEPTABLE.
13. SIDEWALKS LOCATED WITHIN THE RIGHT-OF-WAY SHALL NOT BE TINTED, STAINED, COLORED, OR COATED.
14. ALL FORMS SHALL BE REMOVED PRIOR TO ACCEPTANCE OR APPROVAL AND THE DISTURBED GROUND SHALL BE BACKFILLED, RE-GRADED, AND SODDED SO THAT THE WEAR SURFACE OF THE CONCRETE IS REASONABLY FLUSH WITH THE ADJACENT SOIL GRADE.
15. AT INTERSECTIONS WITH SIDEWALK TO MIAMI CURB CONNECTIONS AT EACH CORNER, THE 3" RISE TO SIDEWALK FINAL GRADE WILL BE OMITTED BETWEEN CONNECTIONS.

**STANDARD CONSTRUCTION DETAIL**
SIDEWALK CONSTRUCTION REQUIREMENTS
REV. 12/18

FILE NAME: M6.DWG
DETAIL REF: M-6.1

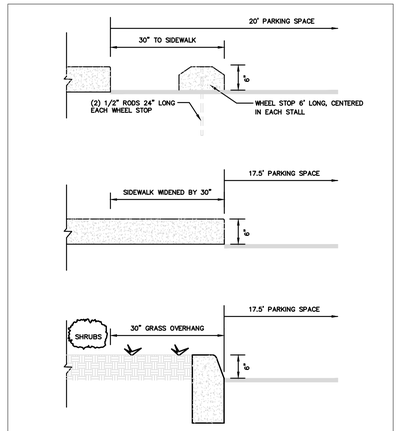



NOTES:

1. RAMP LOCATIONS ARE TO BE COORDINATED WITH AND IN CONFORMANCE WITH CROSSWALK MARKING DETAILS SHOWN IN THE PLANS. RAMPS ARE TO BE CONSTRUCTED AT ALL LOCATIONS SHOWN IN THE PLANS EVEN WHEN A SIDEWALK IS NOT CONSTRUCTED CONCURRENTLY.
2. WHERE THERE IS NO LANDING ON THE TOP OF CURB RAMPS, CURB RAMP FLARES SHALL BE PROVIDED AND SHALL NOT BE STEEPER THAN 1:12.
3. CURBED RAMPS SUBJECT TO DOT REGULATION CFR 37.21 SHALL HAVE DETECTABLE WARNING SURFACE.
4. ALL RAMPS SHALL BE CONSTRUCTED IN ACCORDANCE WITH FDOT INDEX NO. 304. FOR ADDITIONAL CONFIGURATIONS AND INFORMATION, SEE FDOT SPECIFICATIONS SECTION 527 AND STANDARDS FOR ACCESSIBILITY REQUIREMENTS LISTED IN THE AMERICANS WITH DISABILITIES ACT.
5. PLACE DETECTABLE WARNINGS ACROSS THE FULL WIDTH OF THE RAMP OR LANDING, TO A DEPTH OF 2' MEASURED PERPENDICULAR TO THE CURB LINE AND NO GREATER THAN 5' FROM THE BACK OF THE CURB OR EDGE OF PAVEMENT.
6. IF DETECTABLE WARNINGS ARE SHOWN IN THE PLANS ON SLOPES GREATER THAN 5%, ALIGN THE TRUNCATED DOMES WITH THE CENTERLINE OF THE RAMP; OTHERWISE, THE TRUNCATED DOMES ARE NOT REQUIRED TO BE ALIGNED.
7. DETECTABLE WARNING WILL BE WEATHER RESISTANT PRE CAST CONCRETE TILES OR PAVERS OR MATS THAT ARE SURFACE APPLIED TO CONCRETE OR ASPHALT SURFACES WITH ADHESIVE AND MECHANICAL FASTENERS.
8. DETECTABLE WARNING COLOR WILL BE COLONIAL OR BRICK RED ON CONCRETE WALKING SURFACES AND SAFETY OR FEDERAL YELLOW ON ASPHALT WALKING SURFACES.

**STANDARD CONSTRUCTION DETAIL**
SIDEWALK CURB RAMP
REV. 12/18

FILE NAME: M7.DWG
DETAIL REF: M-7




**STANDARD CONSTRUCTION DETAIL**
WHEEL STOP AND CURB STOP LAYOUT
REV. 12/18

FILE NAME: M12.DWG
DETAIL REF: M-12

**ACCESSIBLE PARKING SPACES SHALL BE PROVIDED IN ACCORDANCE WITH CURRENT FLORIDA STATUTES, INCLUDING THE FOLLOWING DETAILS:**

1. ANY COMMERCIAL REAL ESTATE PROPERTY OR RESIDENTIAL MODEL CENTERS OWNER OFFERING PARKING FOR THE GENERAL PUBLIC SHALL PROVIDE SPECIALLY DESIGNED AND MARKED MOTOR VEHICLE PARKING SPACES FOR THE EXCLUSIVE USE OF PHYSICALLY DISABLED PERSONS WHO HAVE BEEN ISSUED PARKING PERMITS PURSUANT TO STATE LAW.
2. PARALLEL PARKING SPACES SHALL BE LOCATED AT THE BEGINNING OR END OF A BLOCK OR ADJACENT TO ALLEY ENTRANCES. CURBS ADJACENT TO SUCH SPACES SHALL BE OF A HEIGHT WHICH WILL NOT INTERFERE WITH THE OPENING AND CLOSING OF MOTOR VEHICLE DOORS.
3. ACCESSIBLE PARKING SPACES SHALL BE CONSPICUOUSLY OUTLINED IN BLUE PAINT AND SHALL BE POSTED AND MAINTAINED WITH A PERMANENT, ABOVE-GRADE SIGN BEARING THE INTERNATIONAL SYMBOL OF ACCESSIBILITY AND THE CAPTION PARKING BY DISABLED PERMIT ONLY, AND AN ADDITIONAL SIGN STATING THE PENALTY FOR ILLEGAL USE OF THE SPACE. SUCH SIGNS SHALL NOT BE OBSCURED BY A VEHICLE PARKED IN THE SPACE. ALL ACCESSIBLE PARKING MUST BE SIGNED AND MARKED IN ACCORDANCE WITH THE STANDARDS ADOPTED BY THE FLORIDA DEPARTMENT OF TRANSPORTATION.
4. PERPENDICULAR OR DIAGONAL PARKING SPACES SHALL BE A MINIMUM OF 12' WIDE. ALL ACCESSIBLE PARKING SPACES SHALL HAVE A 5' WIDE ADJACENT ACCESS AISLE. PARKING ACCESS AISLES SHALL BE PART OF THE ACCESSIBLE ROUTE TO THE BUILDING OR FACILITY ENTRANCE. TWO ACCESSIBLE PARKING SPACES MAY SHARE A COMMON ACCESS AISLE. PARKED VEHICLE OVERHANGS SHALL NOT REDUCE THE CLEAR WIDTH OF AN ACCESSIBLE CIRCULATION ROUTE.

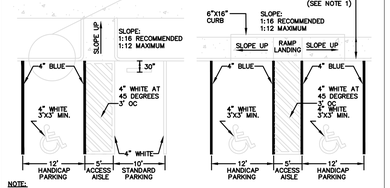



5. ALL SPACES SHALL HAVE AN ACCESSIBLE CURB-RAMP OR CURB-CUT TO ALLOW ACCESS TO THE BUILDING SERVED. IT SHALL BE LOCATED SO THAT USERS WILL NOT BE COMPELLED TO WHEEL BEHIND PARKED VEHICLES, EXCEPTIN ITS OWN VEHICLE.
6. THE MINIMUM NUMBER OF SUCH PARKING SPACES SHALL COMPLY WITH THE FOLLOWING TABLE:

| TOTAL PARKING IN LOT | REQUIRED NUMBER OF ACCESSIBLE SPACES |
|---|---|
| UP – 25 | 1 |
| 26 – 50 | 2 |
| 51 – 75 | 3 |
| 76 – 100 | 4 |
| 101 – 150 | 5 |
| 151 – 200 | 6 |
| 201 – 300 | 7 |
| 301 – 400 | 8 |
| 401 – 500 | 9 |
| 501 – 1000 | 2% OF TOTAL |
| OVER 1000 | 20+1 FOR EACH 100 (OR FRACTION THEREOF) OVER 1000 |

**STANDARD CONSTRUCTION DETAIL**
ACCESSIBLE PARKING SPACES
REV. 12/18

FILE NAME: M13.DWG
DETAIL REF: M-13

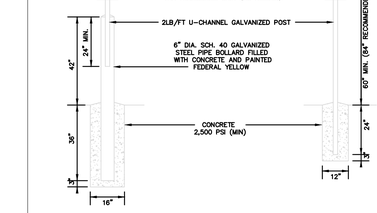



NOTE:

1. RAISED SIDEWALKS ADJACENT TO BUILDINGS MAY BE USED IN LIEU OF WHEEL STOPS, PROVIDING THE SIDEWALK IS NOT LESS THAN 7' WIDE (LDC, CHAPTER 12, SECTION 6(G)(2)).
2. A 44" WIDE MINIMUM CLEAR ACCESSIBLE ROUTE MUST BE PROVIDED AT ALL TIMES.
3. ACCESSIBLE PARKING SPACES AND ACCESS AISLES SHALL BE LEVEL WITH SURFACE SLOPES NOT EXCEEDING 1/4"/1' OR 2.08% IN ALL DIRECTIONS.
4. WHERE PARKING SPACES ARE MARKED WITH LINES, WIDTH MEASUREMENTS OF PARKING SPACES AND ACCESSIBLE AISLES SHALL BE MADE FROM CENTERLINE OF THE MARKINGS,
5. WHERE PARKING SPACES OR ACCESS AISLES ARE NOT ADJACENT TO ANOTHER PARKING SPACE OR ACCESS AISLE, MEASUREMENTS SHALL BE PERMITTED TO INCLUDE THE FULL WIDTH OF THE LINE DEFINING THE PARKING SPACE OR ACCESS AISLE.
6. LINE WIDTHS FOR ACCESSIBILITY SYMBOL AND STRIPING, AND ANGLE OF ACCESS AISLE STRIPING ARE RECOMMENDED MEASUREMENTS.

**STANDARD CONSTRUCTION DETAIL**
ACCESSIBLE PARKING LAYOUT
REV. 12/18

FILE NAME: M14.DWG
DETAIL REF: M-14




BOLLARD/SIGN COMBINATION

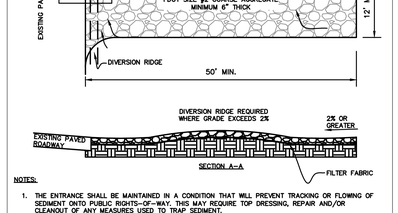
POST MOUNTED SIGN

NOTE:

1. PARKING SPACE SIGNS FOR INDIVIDUALS WITH DISABILITIES SHALL CONFORM TO CURRENT LOCAL, STATE AND FEDERAL CODES AND REGULATIONS.
2. ALL SIGNS SHALL BE DESIGNED TO WITHSTAND WIND SPEED LISTED IN FBC (LATEST EDITION).

**STANDARD CONSTRUCTION DETAIL**
ACCESSIBLE PARKING SIGN,
BOLLARD/SIGN COMBINATION AND
POST MOUNTED
REV. 12/18

FILE NAME: M15.DWG
DETAIL REF: M-15

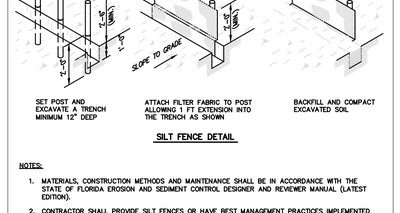



NOTES:

1. THE ENTRANCE SHALL BE MAINTAINED IN A CONDITION THAT WILL PREVENT TRACKING OR FLOWING OF SEDIMENT ONTO PUBLIC RIGHTS-OF-WAY. THIS MAY REQUIRE TOP DRESSING, REPAIR AND/OR CLEANOUT OF ANY MEASURES USED TO TRAP SEDIMENT.
2. WHEN PASSIVE MEANS FAIL TO PREVENT TRACKING OF SEDIMENT ONTO PUBLIC RIGHTS-OF-WAY, WHEELS SHALL BE CLEANED PRIOR TO ENTERING ONTO PUBLIC RIGHTS-OR-WAY.
3. WHEN WASHING IS REQUIRED, IT SHALL BE DONE ON AN AREA STABILIZED WITH CRUSHED STONE THAT DRAINS INTO AN APPROVED SEDIMENT TRAP OR SEDIMENT BASIN.
4. ALL MATERIALS SPILLED, DROPPED, OR TRACKED ONTO PUBLIC RIGHTS-OF-WAY (INCLUDING T.G.C.E. AGGREGATE AND CONSTRUCTION MUD) SHALL BE REMOVED DAILY, OR MORE FREQUENTLY, IF SO DIRECTED.
5. A SOIL TRACKING PREVENTION DEVICE IS AN ACCEPTABLE ALTERNATIVE TO THIS DETAIL. REFERENCE FDOT INDEX 106 FOR DETAILS.

**STANDARD CONSTRUCTION DETAIL**
TEMPORARY GRAVEL
CONSTRUCTION ENTRANCE
REV. 12/18

FILE NAME: M21.DWG
DETAIL REF: M-21



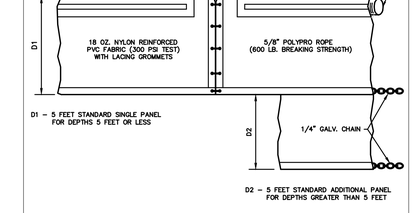

SILT FENCE DETAIL

NOTES:

1. MATERIALS, CONSTRUCTION METHODS AND MAINTENANCE SHALL BE IN ACCORDANCE WITH THE STATE OF FLORIDA EROSION AND SEDIMENT CONTROL DESIGNER AND REVIEWER MANUAL (LATEST EDITION).
2. CONTRACTOR SHALL PROVIDE SILT FENCES OR HAVE BEST MANAGEMENT PRACTICES IMPLEMENTED AS REQUIRED AT ALL STORMWATER DISCHARGE POINTS FOR EROSION CONTROL AND SEDIMENT CONTROL DURING CONSTRUCTION.
3. CONTRACTOR SHALL ROUGH GRADE STORMWATER SWALES AND RETENTION AREAS PRIOR TO CONSTRUCTION OF SITE IMPROVEMENTS.
4. CONTRACTOR SHALL MEET ALL PERMIT CONDITIONS AS ESTABLISHED BY THE CITY OF PORT ORANGE AND ALL OTHER APPLICABLE AGENCIES, INCLUDING BUT NOT LIMITED TO COUNTY, FDOT, AND THE SJRWMD.
5. CONTRACTOR WILL BE ALLOWED TO USE A SMALL PIECE OF EQUIPMENT UP 6' WIDTH AND 1.5 TON WEIGHT, TO CLEAR A NARROW PATH TO INSTALL THE SILT FENCE.

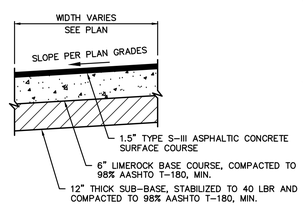
**STANDARD CONSTRUCTION DETAIL**
SILT FENCE TURBIDITY BARRIER
REV. 12/18

FILE NAME: M23.DWG
DETAIL REF: M-23

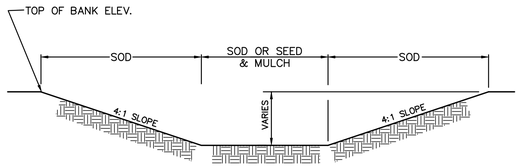



**STANDARD CONSTRUCTION DETAIL**
FLOATING TURBIDITY BARRIER
REV. 12/18

FILE NAME: M24.DWG
DETAIL REF: M-24




TYPICAL PAVEMENT SECTION
N.T.S.




TYPICAL SECTION THRU DRY RETENTION AREA
N.T.S.

ZEV COHEN & ASSOCIATES, INC.
300 INTERCHANGE BLVD., STE. C
OSNIOSBURG BEACH, FL 32194
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(LC #2)
CIVIL ENGINEERING
LANDSCAPE ARCHITECTURE
ENVIRONMENTAL
PLANNING
TRANSPORTATION
(EB #3151)

| NO | DATE | BY | SUBMITTALS / REVISIONS |
|---|---|---|---|
| 1 | 11-21-25 | SM | INITIAL SUBMITTAL SET |
| 2 | 02-09-26 | SM | REVISED PER CITY OF PORT ORANGE COMMENTS DATED 12-12-25 |

# PORT ORANGE CITY CENTER SPORTS COMPLEX EXPANSION FINAL ENGINEERING PLANS CONSTRUCTION DETAILS

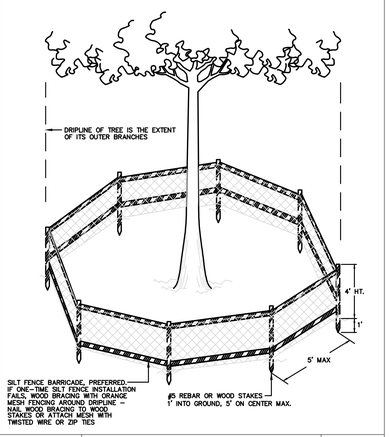
CITY OF PORT ORANGE
VOLUSIA COUNTY, FLORIDA

PROJECT NO: ZC 25092
DESIGNED BY: SM
DRAFTED BY: GMC
CHECKED BY: SM
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ROBERT J. BALL, P.E., NO.60001
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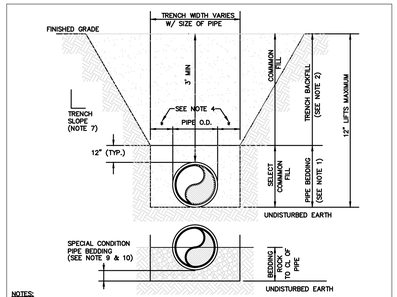
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**STANDARD CONSTRUCTION DETAIL**
TREE PROTECTION BARRICADE

REV. 12/18

FILE NAME: M25.DWG
DETAIL REF: M-25

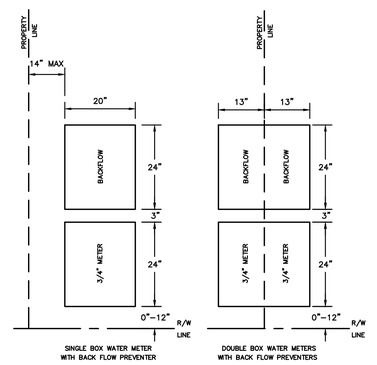



NOTES:
1. PIPE BEDDING: SELECT COMMON FILL COMPACTED TO 95% OF THE MAXIMUM DENSITY AS PER AASHTO T-180.
2. TRENCH BACKFILL: COMMON FILL COMPACTED TO 95% OF THE MAXIMUM DENSITY AS PER AASHTO T-180. 98% DENSITY REQUIRED UNDER DRIVEWAYS, PAVEMENT AND STRUCTURES.
3. PIPE BEDDING UTILIZING SELECT COMMON FILL OR BEDDING ROCK IN ACCORDANCE WITH TYPE "A" BEDDING AND TRENCHING DETAIL MAY BE REQUIRED AS DIRECTED BY THE CITY.
4. (+) 15" MAX. FOR PIPE DIAMETER LESS THAN 24", AND 24" MAX. FOR PIPE DIAMETER 24" AND LARGER.
5. WATER SHALL NOT BE PERMITTED IN THE TRENCH DURING CONSTRUCTION.
6. ALL PIPE TO BE INSTALLED WITH BELL FACING UPSTREAM TO THE DIRECTION OF FLOW.
7. REFER TO OSHA REQUIREMENTS FOR SLOPING, SHEETING AND BRACING IN EXCAVATIONS.
8. FINAL RESTORATION IN IMPROVED AREAS SHALL BE IN COMPLIANCE WITH ALL APPLICABLE REGULATIONS OF GOVERNING AGENCIES. SURFACE RESTORATION WITHIN RIGHT-OF-WAY SHALL COMPLY WITH REQUIREMENTS OF RIGHT-OF-WAY UTILIZATION REGULATIONS AND ROAD CONSTRUCTION SPECIFICATIONS.
9. GRAVITY SEWERS SHALL UTILIZE BEDDING ROCK WHERE UNSUITABLE MATERIAL EXISTS. BEDDING DEPTH SHALL BE 4" MINIMUM FOR PIPE DIAMETER LESS THAN 15", AND 6" MINIMUM FOR PIPE DIAMETER 18" AND LARGER.
10. DEPTH FOR REMOVAL OF UNSUITABLE MATERIAL SHALL GOVERN DEPTH OF BEDDING ROCK BELOW THE PIPE. CITY SHALL DETERMINE IN THE FIELD REQUIRED REMOVAL OF UNSUITABLE MATERIAL TO REACH SUITABLE FOUNDATION.

**STANDARD CONSTRUCTION DETAIL**
PIPE BEDDING AND TRENCH

REV. 12/18

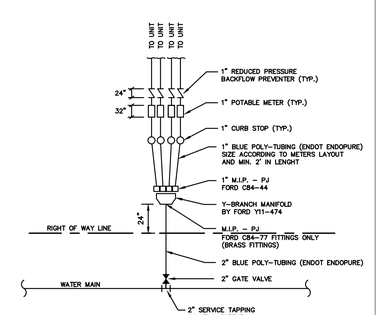
FILE NAME: M27.DWG
DETAIL REF: M-27




**STANDARD CONSTRUCTION DETAIL**
POTABLE WATER METER BOX LAYOUT

REV. 12/18

FILE NAME: W4.DWG
DETAIL REF: W-4

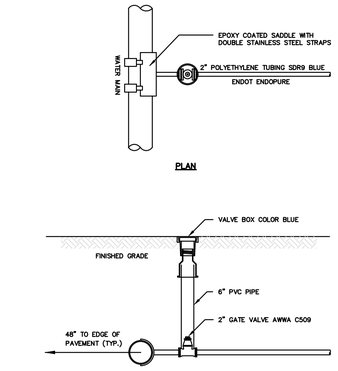



NOTES:
1. Y-BRANCH MANIFOLD AND 2" GATE VALVE SHALL BE LOCATED ON GRASS AREA WHEREVER AND WHENEVER POSSIBLE.

**STANDARD CONSTRUCTION DETAIL**
MULTIPLE POTABLE WATER COMMERCIAL CONNECTION SCHEMATIC

REV. 12/18

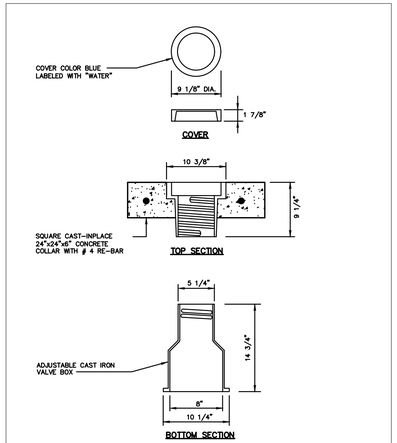
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DETAIL REF: W-6




**STANDARD CONSTRUCTION DETAIL**
2" METER SIZE POTABLE WATER SERVICE CONNECTION

REV. 12/18

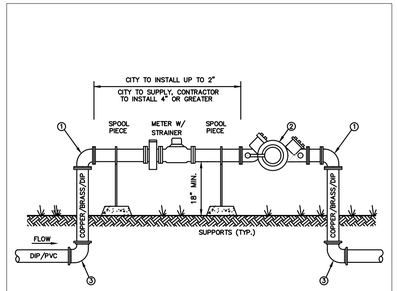
FILE NAME: W7.DWG
DETAIL REF: W-7




**STANDARD CONSTRUCTION DETAIL**
POTABLE WATER VALVE BOX COVER AND LID

REV. 12/18

FILE NAME: W9.DWG
DETAIL REF: W-9




MATERIALS
2" - COPPER OR BRASS
4" TO 10" - DIP

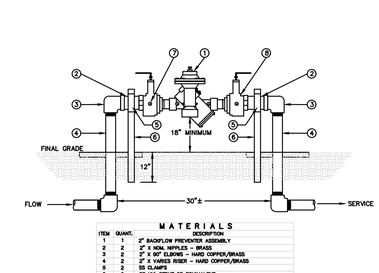
| ITEM | QUANT. | DESCRIPTION |
|---|---|---|
| 1 | 2 | 90° BEND (FLG. & FLG) |
| 2 | 1 | 2"-10" BACKFLOW PREVENTER |
| 3 | 2 | 90° BEND (MJ & MJ) |

NOTES:
1. ALL DEVICES SHALL BE PAINTED TO COMPLY WITH FLORIDA ADMINISTRATIVE CODE CHAPTER 62-555 AND THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION CROSS-CONNECTION CONTROL PROGRAM, AS FOLLOWS:
   WATER MAIN - BLUE
   FIRE MAIN - RED
   RECLAIM WATER MAIN - PURPLE
2. LENGTH OF SPOOL PIECES BEFORE AND AFTER METER BASED ON METER MANUFACTURER'S RECOMMENDATION.

**STANDARD CONSTRUCTION DETAIL**
2"-10" METER WATER SERVICE W/ BACKFLOW PREVENTER

REV. 12/18

FILE NAME: W10.DWG
DETAIL REF: W-10




MATERIALS

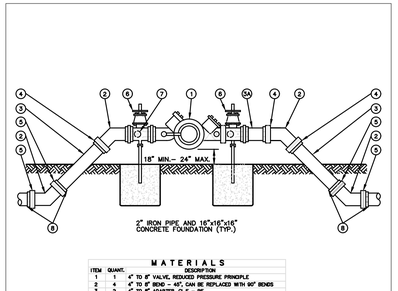
| ITEM | QUANT. | DESCRIPTION |
|---|---|---|
| 1 | 1 | 2" BACKFLOW PREVENTER ASSEMBLY |
| 2 | 2 | 2" X NOM. NIPPLES - BRASS |
| 3 | 2 | 2" X 90° ELBOWS - HARD COPPER/BRASS |
| 4 | 2 | 2" X VARIES RISER - HARD COPPER/BRASS |
| 5 | 2 | SS CLAMPS |
| 6 | 2 | SS UNI-STRUT OR EQUIVALENT |
| 7 | 2 | TEST COCK |
| 8 | 2 | BALL VALVE |

NOTES:
1. ALL 2" AND SMALLER BACKFLOW PREVENTER MUST BE STABILIZED WITH CHANNEL OR NON-CORROSIVE UNI-STRUT OR EQUIVALENT AND APPROPRIATE CLAMPS.
2. DOUBLE CHECK VALVES MAY BE INSTALLED IN UNDERGROUND VAULTS.
3. ALL COMMERCIAL PROPERTIES ARE REQUIRED BY ORDINANCE TO HAVE A BACKFLOW DEVICE INSTALLED AND ANNUALLY TESTED WITH PASSING RESULTS FORWARDED TO THE CITY PUBLIC UTILITIES DEPARTMENT.
4. FOR FURTHER INFORMATION CONCERNING BACKFLOW PREVENTERS SEE CITY OF PORT ORANGE "MANUAL OF CROSS-CONNECTION CONTROL."
5. ALL DEVICES SHALL BE PAINTED TO COMPLY WITH FLORIDA ADMINISTRATIVE CODE CHAPTER 62-555 AND THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION CROSS-CONNECTION CONTROL PROGRAM. BLUE FOR DOMESTIC WATER, PURPLE FOR RECLAIMED WATER AND RED FOR FIRE LINE.

**STANDARD CONSTRUCTION DETAIL**
2" BACKFLOW PREVENTER DOUBLE CHECK OR REDUCED PRESSURE

REV. 12/18

FILE NAME: W12.DWG
DETAIL REF: W-12




MATERIALS

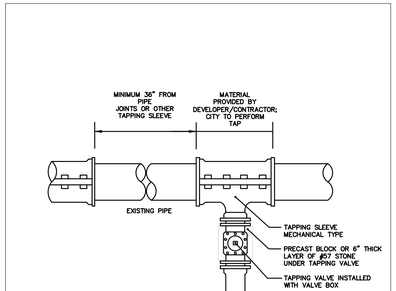
| ITEM | QUANT. | DESCRIPTION |
|---|---|---|
| 1 | 1 | 4" TO 6" VALVE, REDUCED PRESSURE PRINCIPLE |
| 2 | 4 | 4" TO 6" BEND - 45°, CAN BE REPLACED WITH 90° BENDS |
| 3 | 2 | 4" TO 6" ADAPTER, CI x - PE |
| 3A | 1 | 4" TO 6" ADAPTER, CI F - PE (DFT.) |
| 4 | 3 | 4" TO 6" ADAPTER FLANGE DIP |
| 5 | 2 | 4" TO 6" ADAPTER FLANGE PVC (DR18) |
| 6 | 2 | 4" TO 6" VALVE, GATE, CI, F-F |
| 7 | 1 OR 2 | TEST COCK |
| 8 | 2 | MJ 45° OR 90° MEGALUG OR RESTRAINED JOINT |

NOTES:
1. FIELD ADJUST AND CUT ITEM 3 TO THE PROPER LENGTH.
2. DO NOT INTERCHANGE ITEMS 4 AND 5.
3. ALL COMMERCIAL PROPERTIES ARE REQUIRED BY ORDINANCE TO HAVE A BACKFLOW DEVICE INSTALLED AND ANNUALLY TESTED WITH PASSING RESULTS FORWARDED TO THE CITY PUBLIC UTILITIES DEPARTMENT.
4. FOR FURTHER INFORMATION CONCERNING BACKFLOW PREVENTERS SEE CITY OF PORT ORANGE "MANUAL OF CROSS-CONNECTION CONTROL."
5. ALL DEVICES SHALL BE PAINTED TO COMPLY WITH FLORIDA ADMINISTRATIVE CODE CHAPTER 62-555 AND THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION CROSS-CONNECTION CONTROL PROGRAM. BLUE FOR DOMESTIC WATER, PURPLE FOR RECLAIMED WATER AND RED FOR FIRE LINE.

**STANDARD CONSTRUCTION DETAIL**
4"-8" BACKFLOW PREVENTER REDUCED PRESSURE

REV. 12/18

FILE NAME: W13.DWG
DETAIL REF: W-13

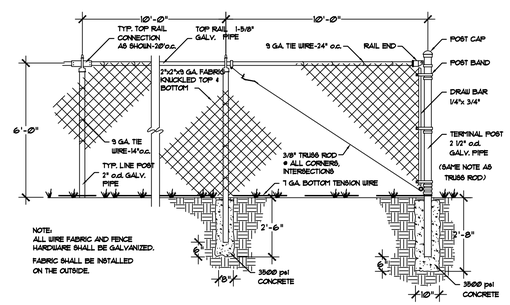



NOTES:
1. TAPPING OF MAINS SHALL BE PERFORMED BY THE CITY AND BILLED IN ACCORDANCE WITH THE ADOPTED FEE RESOLUTION. ALL MATERIALS TO BE PROVIDED BY DEVELOPER/CONTRACTOR.
2. EXCAVATIONS FOR TAPPING WORK TO BE SAFE, SECURE AND DRY, WITH 6" THICK (MIN.) LAYER OF #57 STONE AT BOTTOM.
3. CITY ALLOWS ONLY 1", 2", 4", 6", 8", 10" AND 12" TAPS.
4. REQUIRED RESTRAINED JOINTS TO BE INSTALLED - THRUST BLOCKS ARE NOT PERMITTED.
5. EPOXY COATED STEEL, STAINLESS STEEL SLEEVES WITH 316 STAINLESS STEEL BOLTS ARE PERMITTED FOR ALL TYPES OF PIPE MATERIALS.
6. ALL VALVES 2" OR GREATER SHALL BE GATE VALVES. CORPORATION STOPS ALLOWED ON BLOW-OFFS ONLY.

**STANDARD CONSTRUCTION DETAIL**
TAPPING VALVE AND SLEEVE

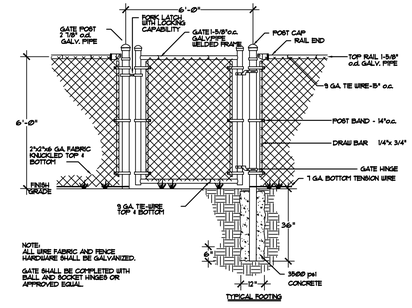
REV. 12/18

FILE NAME: W15.DWG
DETAIL REF: W-15



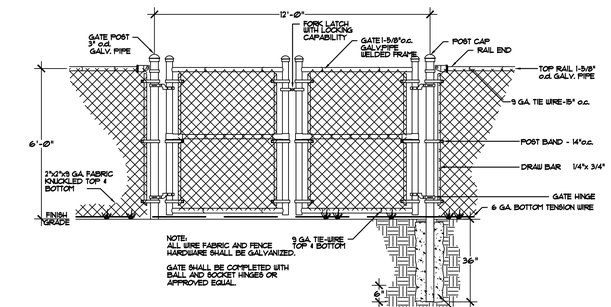

1 CHAIN LINK FENCE DETAIL

SCALE: N.T.S.




2 CHAIN LINK GATE DETAIL

SCALE: N.T.S.




1 CHAIN LINK 12' DOUBLE GATE DETAIL

SCALE: N.T.S.

ZEV COHEN & ASSOCIATES, INC.
300 INTERCHANGE BLVD., STE. C
OWENSBORO BEACH, FL 32324
WWW.ZEVCOHEN.COM
(EB 6516)

CIVIL ENGINEERING
LANDSCAPE ARCHITECTURE
ENVIRONMENTAL
PLANNING
TRANSPORTATION
(LC 42)

| NO. | DATE | BY | SUBMITTALS / REVISIONS |
|---|---|---|---|
| 1 | 11-21-25 | SM | INITIAL SUBMITTAL SET |
| 2 | 02-09-26 | SM | REVISED PER CITY OF PORT ORANGE COMMENTS DATED 12-12-25 |

# PORT ORANGE CITY CENTER SPORTS COMPLEX EXPANSION FINAL ENGINEERING PLANS CONSTRUCTION DETAILS

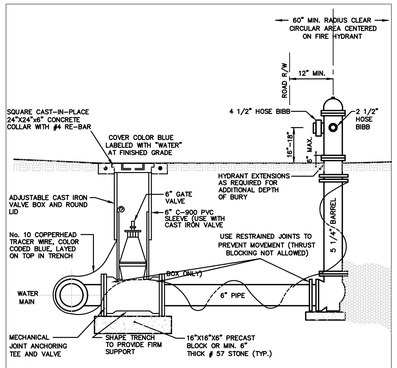
CITY OF PORT ORANGE
VOLUSIA COUNTY, FLORIDA

PROJECT NO: ZC 25092
DESIGNED BY: SM
DRAFTED BY: GMC
CHECKED BY: SM
DRAWING FILE: 16-20_25092-DET

ROBERT J. BALL, P.E., NO.60001
NOT VALID WITHOUT SEAL

SHEET: C18 OF 22

R:\25092 SILVER SANDS SOCCER RELES\FINAL ENGINEERING PLANS\CAD\WS\16-20_25092-DET.DWG - PRINTED 4/15/2026 1:42 PM

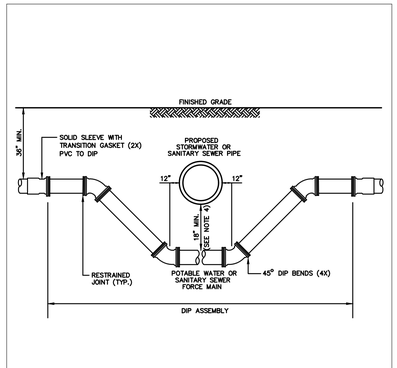



NOTES:

1. HYDRANTS SHALL BE BREAK AWAY TYPE WITH PUMPER NOZZLE FACING STREET.
1. HYDRANTS SHALL BE NON-DRAINING TYPE.
2. HYDRANTS TO BE PAINTED EMERGENCY YELLOW AT MANUFACTURE-EPOXY OR POLYURETHANE.
3. HOSE BIBBS TO BE AMERICAN STANDARD THREADS.
4. ADJUSTABLE TRENCH ADAPTOR ASSEMBLY REQUIRED FOR ALL VALVES GREATER THAN 36" DEEP.
5. INSTALL AT SIDE LOT LINES OR AT CORNERS OF ROADWAY INTERSECTIONS (TYP.)
6. ALL OUTSIDE HEX NUTS, BOLTS AND HARDWARES (EXCEPT MECHANICAL BOLTS SUCH AS "T" BOLTS) SHALL BE MINIMUM 316 STAINLESS STEEL GRADE.
7. THE INTERNAL UPPER AND LOWER STEM SHALL BE MINIMUM 304 STAINLESS STEEL GRADE.

**STANDARD CONSTRUCTION DETAIL**
FIRE HYDRANT ASSEMBLY
REV. 12/18

| FILE NAME: | DETAIL REF: |
|---|---|
| W20.DWG | W-20 |

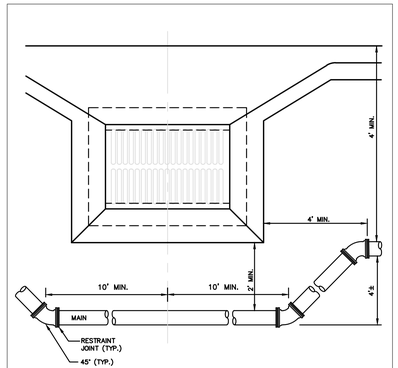



NOTES:

1. LOWERING OF EXISTING POTABLE WATER OR SANITARY SEWER FORCE MAIN BY DEFLECTION METHOD ACCEPTABLE IF FIELD CONDITIONS PERMIT.
2. LENGTH OF SECTION BASED ON MINIMUM LENGTH AS DETERMINED BY DIPRA RESTRAINED JOINT MANUAL.
3. INSTALL RESTRAINED JOINTS, AS REQUIRED, FROM DEFLECTION POINT IN BOTH DIRECTIONS.
4. CONCRETE ENCASEMENT OF SANITARY SEWER MAINS IS AN ALTERNATIVE METHOD OF ADDRESSING A CONFLICT. USE OF ENCASEMENT MUST BE APPROVED BY THE CITY.

**STANDARD CONSTRUCTION DETAIL**
POTABLE WATER OR SANITARY SEWER FORCE MAIN DEFLECTION
REV. 12/18

| FILE NAME: | DETAIL REF: |
|---|---|
| W23.DWG | W-23 |

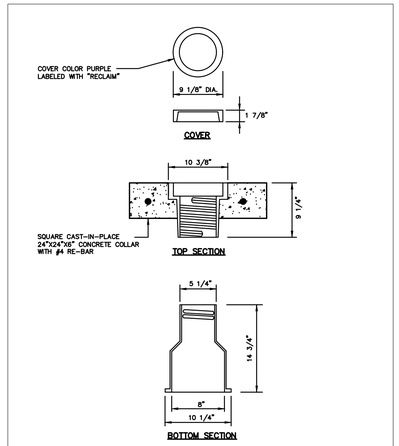



NOTES:

1. PIPE TO BE DEFLECTED AROUND A DRAINAGE INLET SHALL BE RESTRAINED IN ACCORDANCE WITH DIPRA (LATEST EDITION). RESTRAINT GUIDELINES TO BE ADAPTED TO PVC PIPE AS NECESSARY.

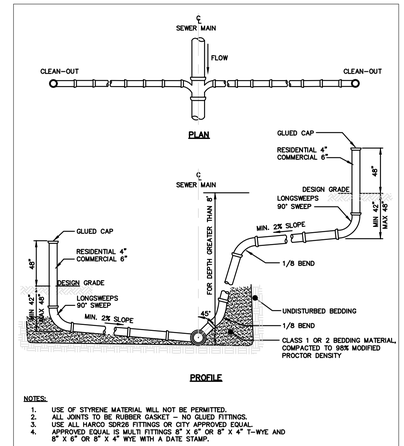
**STANDARD CONSTRUCTION DETAIL**
MAIN INSTALLATION BETWEEN DRAINAGE INLET AND SIDEWALK
REV. 12/18

| FILE NAME: | DETAIL REF: |
|---|---|
| W24.DWG | W-24 |




**STANDARD CONSTRUCTION DETAIL**
RECLAIMED WATER VALVE BOX COVER AND LID
REV. 12/18

| FILE NAME: | DETAIL REF: |
|---|---|
| RW9.DWG | RW-8 |

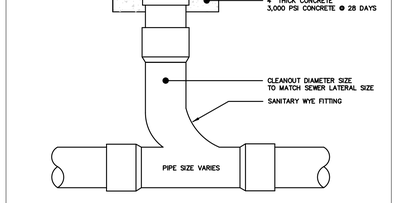



NOTES:

1. USE OF STYRENE MATERIAL WILL NOT BE PERMITTED.
2. ALL JOINTS TO BE RUBBER GASKET – NO GLUED FITTINGS.
3. USE ALL HARCO SDR26 FITTINGS OR CITY APPROVED EQUAL.
4. APPROVED EQUAL IS MULTI FITTINGS 8" X 6" OR 8" X 4" T-WYE AND 8" X 6" OR 8" X 4" WYE WITH A DATE STAMP.

**STANDARD CONSTRUCTION DETAIL**
SANITARY SEWER SERVICE LATERALS
REV. 12/18

| FILE NAME: | DETAIL REF: |
|---|---|
| S11.DWG | S-11 |

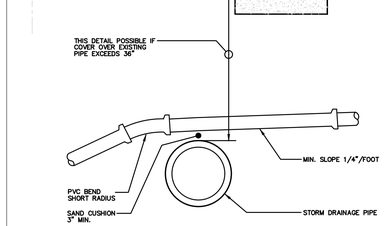



NOTE:

1. CLEANOUT SIZE SHOULD ALWAYS MATCH MAIN LINE SIZE TO ALLOW FOR PROPER CLEANING.

**STANDARD CONSTRUCTION DETAIL**
SANITARY SEWER SERVICE CLEANOUT
REV. 12/18

| FILE NAME: | DETAIL REF: |
|---|---|
| S12.DWG | S-12 |

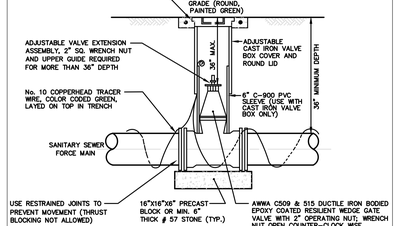



NOTES:

1. SANITARY SEWER PIPE MATERIAL SHALL BE PVC SDR26.

**STANDARD CONSTRUCTION DETAIL**
SANITARY SEWER LATERALS AND STORM CROSSING
REV. 12/18

| FILE NAME: | DETAIL REF: |
|---|---|
| S13.DWG | S-13 |

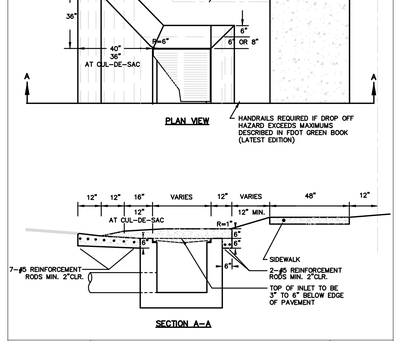



NOTE:

1. BOLT VALVES TO TEE OR CROSS WHEREVER AND WHENEVER APPLICABLE.
2. GATE VALVE WEDGE SHALL BE COMPLETELY ENCAPSULATED WITH EPOM RUBBER.
3. ALL OUTSIDE HEX NUTS, BOLTS AND HARDWARES (EXCEPT MECHANICAL BOLTS SUCH AS "T" BOLTS) SHALL BE MINIMUM 316 STAINLESS STEEL GRADE.

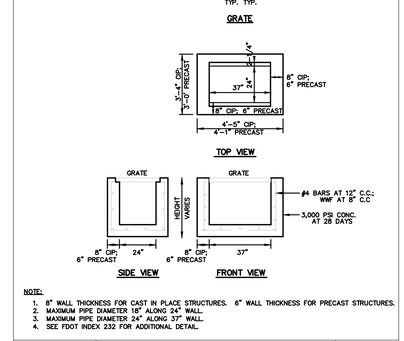
**STANDARD CONSTRUCTION DETAIL**
SANITARY SEWER FORCE MAIN VALVE AND VALVE BOX
REV. 12/18

| FILE NAME: | DETAIL REF: |
|---|---|
| S19.DWG | S-19 |




**STANDARD CONSTRUCTION DETAIL**
STORM INLET APRON
REV. 12/18

| FILE NAME: | DETAIL REF: |
|---|---|
| ST3.DWG | ST-3 |




NOTE:

1. 8" WALL THICKNESS FOR CAST IN PLACE STRUCTURES. 6" WALL THICKNESS FOR PRECAST STRUCTURES.
2. MAXIMUM PIPE DIAMETER 18" ALONG 24" WALL.
3. MAXIMUM PIPE DIAMETER 24" ALONG 37" WALL.
4. SEE FDOT INDEX 232 FOR ADDITIONAL DETAIL.

**STANDARD CONSTRUCTION DETAIL**
TYPE "C" STORM INLET
REV. 12/18

| FILE NAME: | DETAIL REF: |
|---|---|
| ST4.DWG | ST-4 |


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LANDSCAPE ARCHITECTURE
ENVIRONMENTAL
PLANNING
TRANSPORTATION
(LC 42)
(EB 6516)


| NO | DATE | BY | SUBMITTALS / REVISIONS |
|---|---|---|---|
| 1 | 11-21-25 | SM | INITIAL SUBMITTAL SET |
| 2 | 02-09-26 | SM | REVISED PER CITY OF PORT ORANGE COMMENTS DATED 12-12-25 |

# PORT ORANGE CITY CENTER SPORTS COMPLEX EXPANSION FINAL ENGINEERING PLANS CONSTRUCTION DETAILS

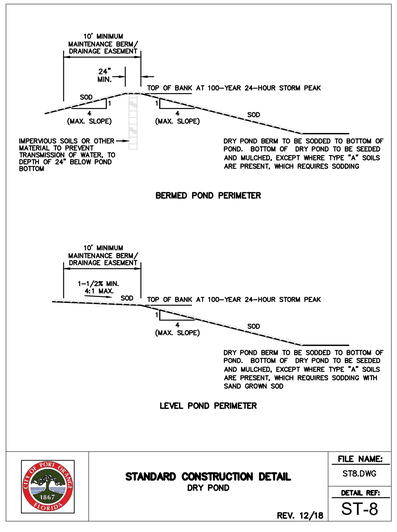
CITY OF PORT ORANGE — VOLUSIA COUNTY, FLORIDA

PROJECT NO: ZC 25092
DESIGNED BY: SM
DRAFTED BY: GMC
CHECKED BY: SM
DRAWING FILE: 16-20_25092-DET

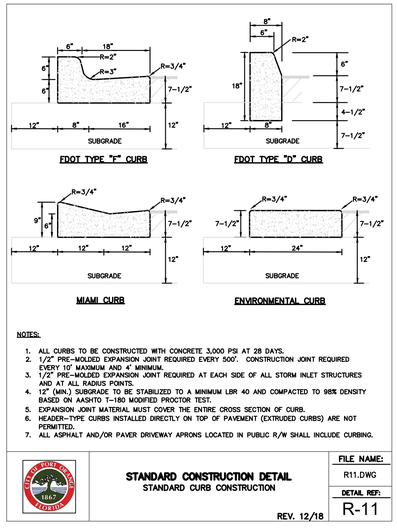
ROBERT J. BALL, P.E., NO.60001
NOT VALID WITHOUT SEAL

SHEET: C19 OF 22

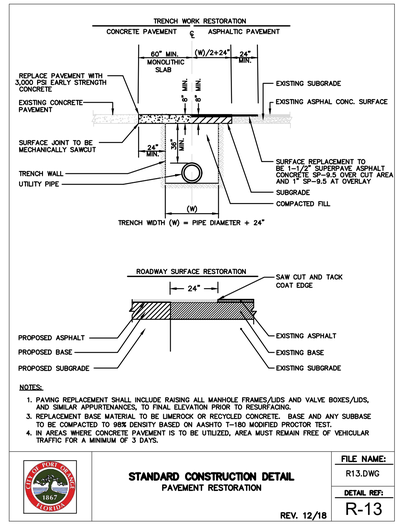

R:\25092 SILVER SANDS SOCCER FIELDS\FINAL ENGINEERING PLANS\CADD\MXS\16-20_25092-DET.DWG — PRINTED 4/15/2026 11:43 PM



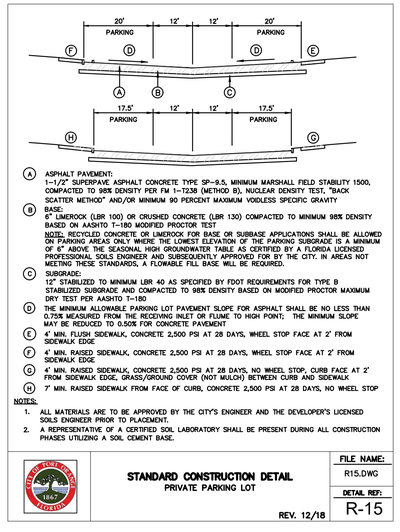

| | | |
|---|---|---|
| | **STANDARD CONSTRUCTION DETAIL** DRY POND | FILE NAME: ST8.DWG |
| | REV. 12/18 | DETAIL REF: ST-8 |



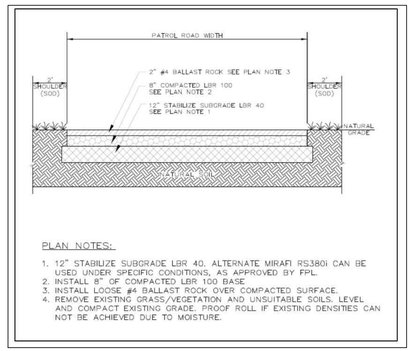

| | | |
|---|---|---|
| | **STANDARD CONSTRUCTION DETAIL** STANDARD CURB CONSTRUCTION | FILE NAME: R11.DWG |
| | REV. 12/18 | DETAIL REF: R-11 |




| | | |
|---|---|---|
| | **STANDARD CONSTRUCTION DETAIL** PAVEMENT RESTORATION | FILE NAME: R13.DWG |
| | REV. 12/18 | DETAIL REF: R-13 |

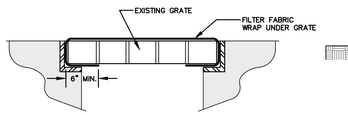



| | | |
|---|---|---|
| | **STANDARD CONSTRUCTION DETAIL** PRIVATE PARKING LOT | FILE NAME: R15.DWG |
| | REV. 12/18 | DETAIL REF: R-15 |

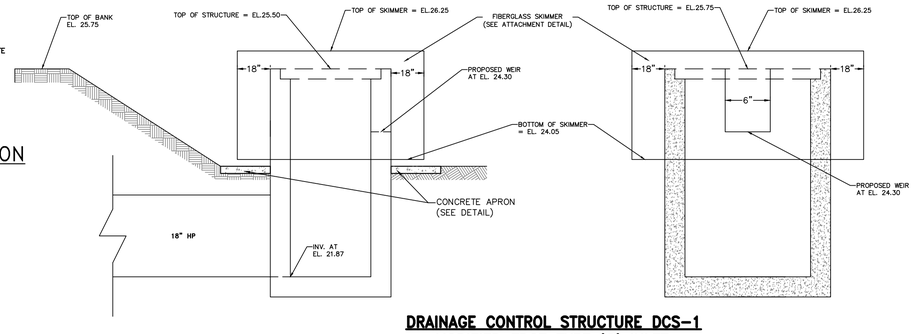



## STABILIZED FPL SERVICE ROAD SECTION

N.T.S.

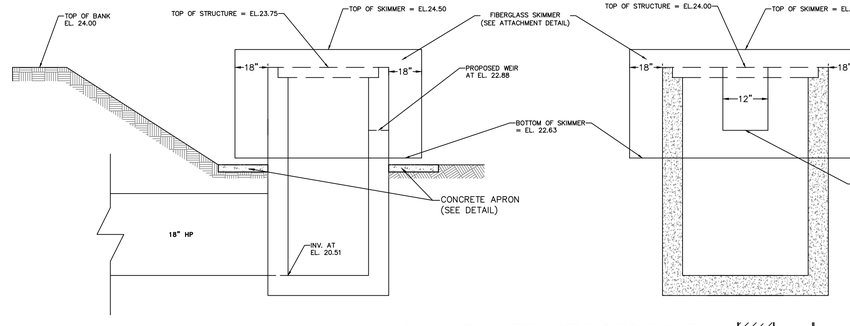



## CATCH BASIN SEDIMENT PROTECTION DETAIL



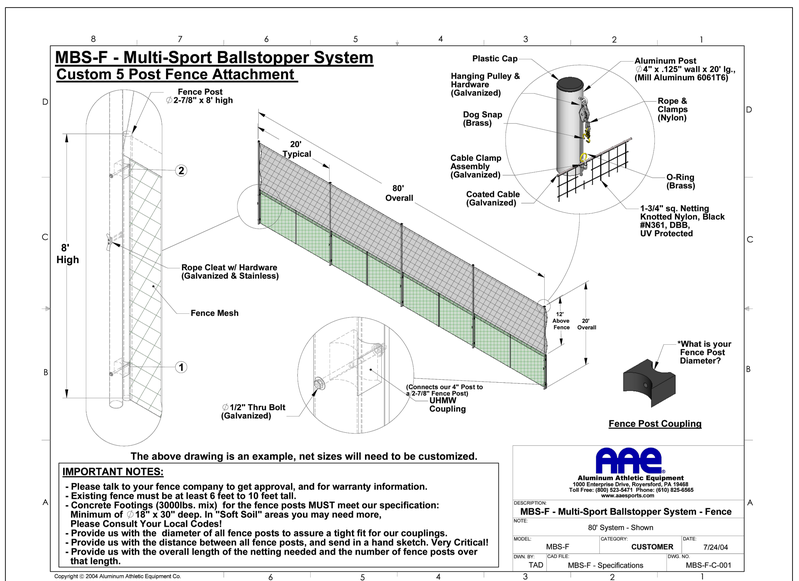

## DRAINAGE CONTROL STRUCTURE DCS-1 MODIFIED FDOT TYPE 'C' INLET

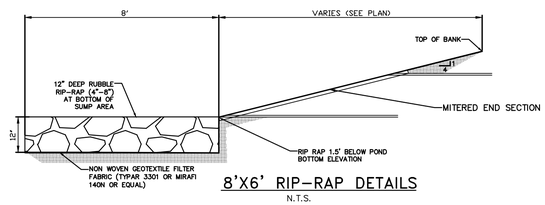
N.T.S.




## DRAINAGE CONTROL STRUCTURE DCS-3 MODIFIED FDOT TYPE 'C' INLET

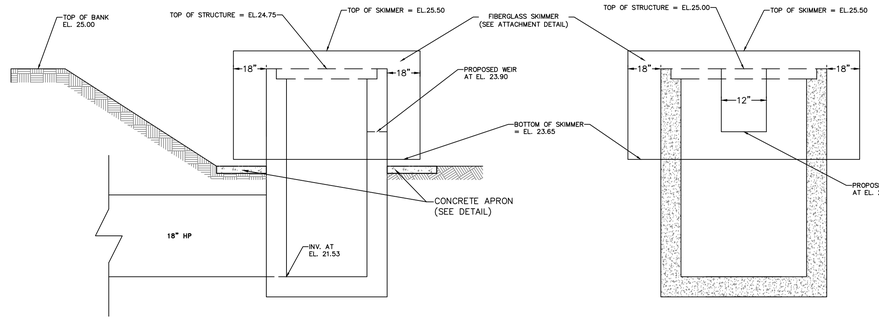
N.T.S.



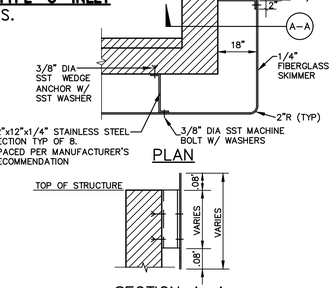

## 8'X6' RIP-RAP DETAILS

N.T.S.



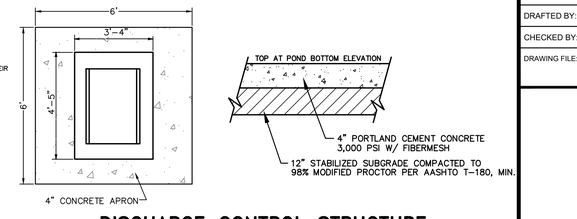

## DRAINAGE CONTROL STRUCTURE DCS-2 MODIFIED FDOT TYPE 'C' INLET

N.T.S.




## FIBERGLASS SKIMMER ATTACHMENT DETAIL

N.T.S.




## DISCHARGE CONTROL STRUCTURE CONCRETE APRON DETAIL

N.T.S.

ZEV COHEN & ASSOCIATES, INC.
300 INTERCHANGE BLVD., STE. C
ORMOND BEACH, FL 32174
WWW.ZEVCOHEN.COM

CIVIL ENGINEERING
LANDSCAPE ARCHITECTURE
ENVIRONMENTAL
PLANNING
TRANSPORTATION
(LC #27)
(EB 6516)

| NO. | DATE | BY | SUBMITTALS / REVISIONS |
|---|---|---|---|
| 1 | 11-21-25 | SM | INITIAL SUBMITTAL SET |
| 2 | 02-09-26 | SM | REVISED PER CITY OF PORT ORANGE COMMENTS DATED 12-12-25 |

# PORT ORANGE CITY CENTER SPORTS COMPLEX EXPANSION FINAL ENGINEERING PLANS CONSTRUCTION DETAILS

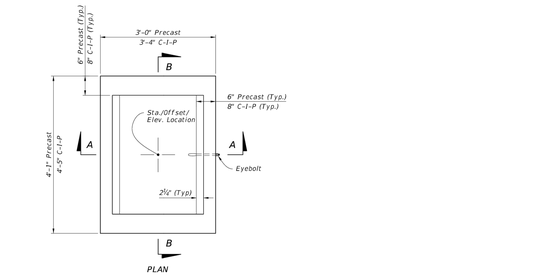
CITY OF PORT ORANGE — VOLUSIA COUNTY, FLORIDA

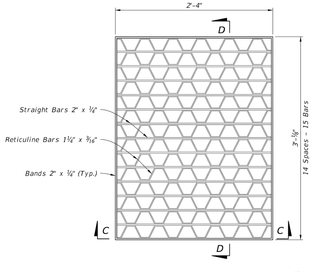
PROJECT NO: ZC 25092
DESIGNED BY: SM
DRAFTED BY: GMC
CHECKED BY: SM
DRAWING FILE: 16-20_25092-DET

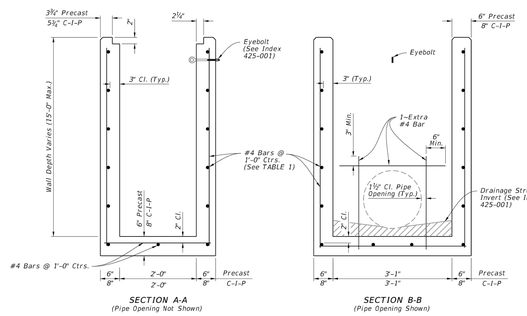
ROBERT J. BALL, P.E., NO.60001
NOT VALID WITHOUT SEAL

SHEET: C20 OF 22

R:\25092 SILVER RANCH SOCCER FIELD\FINAL ENGINEERING PLANS\CAD\WORKING\16-20_25092-DET.DWG — PRINTED: 4/13/2026 11:43 PM




*STEEL GRATE DETAIL*
(Approx. 104 Lbs. - See Sheet 7 For Cast Iron Grates)

*TABLE 1*
*HORIZONTAL WALL REINFORCING SCHEDULE*

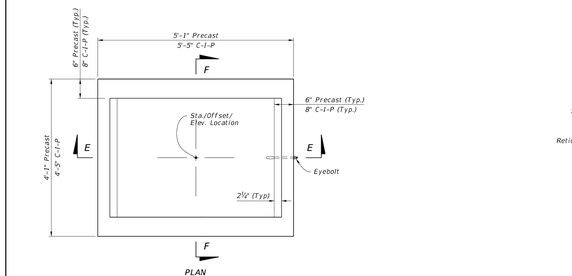
| WALL DEPTH | SCHEDULE | AREA (in.²/ft.) | MAX. SPACING | |
|---|---|---|---|---|
| | | | BARS | WWF |
| 0' - 15' | A12 | 0.20 | 12" | 8" |

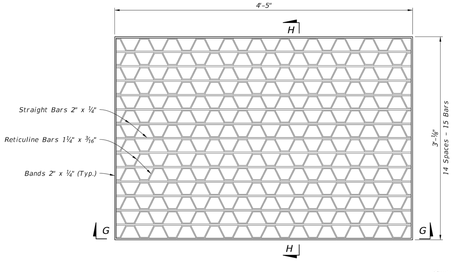
*NOTES:*
1. Grate, Concrete Apron, and Sod not shown on structure detail.
2. See Sheet 8, 9, and 10 for Concrete Apron and Sodded Area details.

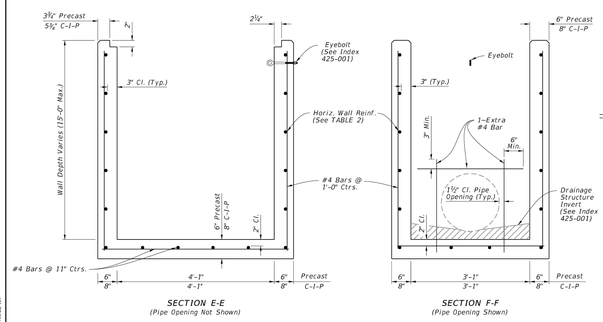
*DIMENSIONAL AND REINFORCING DETAILS*

*TYPE C - DIMENSIONAL, REINFORCING, AND STEEL GRATE DETAILS*

| LAST REVISION | DESCRIPTION: | FDOT | FY 2025-26 STANDARD PLANS | DITCH BOTTOM INLET TYPES C, D, E, AND H | INDEX | SHEET |
|---|---|---|---|---|---|---|
| 11/01/20 | REVISION | | | | 425-052 | 2 of 14 |




*STEEL GRATE DETAIL*
(Approx. 190 lbs. - See Sheet 7 For Cast Iron Grates)

*TABLE 2*
*HORIZONTAL WALL REINFORCING SCHEDULE*

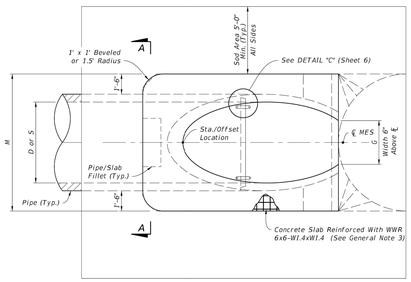
| WALL DEPTH | SCHEDULE | AREA (in.²/ft.) | MAX. SPACING | |
|---|---|---|---|---|
| | | | BARS | WWR |
| 0' - 6' | A12 | 0.20 | 12" | 8" |
| 6' - 10' | A6 | 0.20 | 6" | 5" |
| 10' - 13' | A4 | 0.20 | 4" | 3" |
| 10' - 15' | B5.5 | 0.24 | 5½" | 5" |

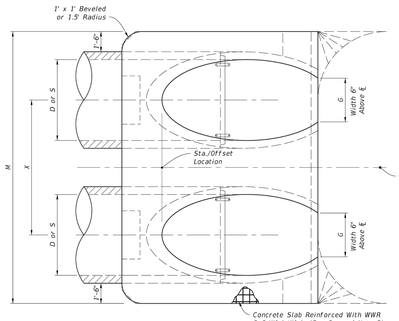
*NOTES:*
1. Grate, Concrete Apron, and Sod not shown on structure details.
2. See Sheet 8, 9, and 10 for Concrete Apron and Sodded Area details.
3. Cast Iron Grate is not permitted on inlet Type D.

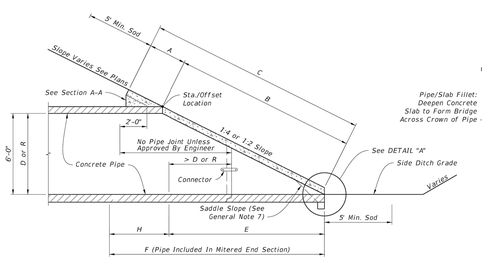
*DIMENSIONAL AND REINFORCING DETAILS*

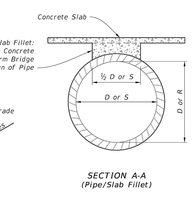
*TYPE D - DIMENSIONAL, REINFORCING, AND STEEL GRATE DETAILS*

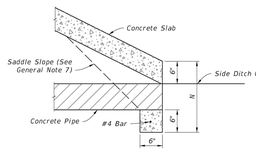
| LAST REVISION | DESCRIPTION: | FDOT | FY 2025-26 STANDARD PLANS | DITCH BOTTOM INLET TYPES C, D, E, AND H | INDEX | SHEET |
|---|---|---|---|---|---|---|
| 11/01/20 | REVISION | | | | 425-052 | 3 of 14 |




*ROUND CONCRETE PIPE*
*(Elliptical Pipe Similar)*

*NOTE:* See Table 1 on Sheet 3 for Dimensions and Quantities.

*SINGLE AND MULTIPLE CONCRETE PIPE*

| LAST REVISION | DESCRIPTION: | FDOT | FY 2025-26 STANDARD PLANS | CROSS DRAIN MITERED END SECTION | INDEX | SHEET |
|---|---|---|---|---|---|---|
| 11/01/19 | REVISION | | | | 430-021 | 2 of 6 |

## *XYLEM, INC (H-20 GP)*
### *w/ BATTERY BACK-UP FOR AUDIO AND VISUAL ALARMS*

SCOPE: *Supply one complete H-20 LP Pre-Fab Lift Station, per design.*

*Pumps shall be capable of pumping domestic & commercial sewage.*

**Complete system shall be supplied by:**
**XYLEM, INC**

**NO SUBSTITUTIONS — NO ALTERNATES**

*The H-20 Load Rated Fiberglass Wetwell Must Be Manufactured By L.F. Manufacturing, Giddings, Texas, Which Includes A Written 20 Yr. Warranty*

*Certification of the wetwell H-20 load rating must be supplied with submittals. H-20 certification must be signed and sealed by an engineer registered in the State of Florida.*
*After the H-20 load rated wetwell has been installed, the ASTM Certification Number and Serial Tracking Number must be visible.*

PUMPS: *The submersible pumps shall be manufactured by Flygt Corporation.*
*"The pumps shall be installed in the H-20 GP FRP wetwell utilizing a dual slide rail system. The pumps shall be capable of handling solids, fibrous materials, heavy sludge, and other matter typically found in wastewater.*
*Major pump components shall be grey cast iron, ASTM A-48, Class 35B. The pump motor shall be NEMA B design and housed in an air-filled watertight chamber. The motor shall be capable of handling continuous duty and class H insulation by use of the trickle impregnation method. The motor shall be heat-shrink fit into the stator housing. The use of bolts, pins, or other fastening devices is not acceptable. The cable entry seal shall consist of a cylindrical elastomer grommet flanked by washers. Epoxies, silicones, or other sealing systems are not acceptable. Thermal switches set to open at 125 degrees C shall be embedded in the stator end coils to monitor the temperature of each phase winding. The motor horsepower shall be adequate so that the pump is non-overloading throughout the entire pump performance curve from shut-off through run-out.*

*The pump shall be provided with a dual mechanical seal. Both upper and lower seal assemblies shall consist of a stationary tungsten-carbide ring and a rotating tungsten-carbide ring. Other seal materials are not considered acceptable."*

DUPLEX CONTROL PANEL:
*Control panel shall be assembled and built by a TUV (UL508A CERTIFIED) manufacturing facility.*
*The Enclosure shall be NEMA 4X, minimum 30" high x 30" wide x 15" deep Fiberglass with padlockable draw latches.*
*The enclosure shall have external mounting feet to allow for wall mounting. All hardware shall be stainless steel.*

*The following components shall be mounted through the enclosure:*
*1- ea. Red Alarm Beacon (Light)*
*1- ea. Alarm Horn*
*1- ea. Generator Receptacle w/ weatherproof cover*
*1- ea. Alarm Silence Pushbutton*

*The backpanel shall be fabricated from .125, 5052-H32 marine alloy aluminum. All components shall be mounted by machined stainless steel screws.*

*The following components shall be mounted to backpanel:*
*2- ea. Motor Contactors*
*1- ea. Volt Monitor (Single Phase) Phase Monitor (Three Phase)*
*1- ea. Control Transformer (480 Volt Only)*
*1- ea. Silence Relay*
*1- ea. Duplex Alternator*
*1- ea. Flygt BOACSAH Battery Back-Up w/ Smart Charger (Per DEP)*
*2/- ea. Terminals For Field Connections*
*6- ea. Terminals For Motor Connections (Single Phase Only)*
*3- ea. Grounding Lugs*

*The innerdoor shall be fabricated from .080, 5052-H32 marine alloy aluminum. The innerdoor shall have a continuous aluminum piano hinge.*

*The following components shall be mounted through the innerdoor:*
*1- ea. Main Circuit Breaker*
*1- ea. Emergency Circuit Breaker*
*1- ea. Mechanical Interlock For Emergency And Main Breakers*
*2- ea. Short Circuit Protectors*
*1- ea. Control Circuit Breaker*
*1- ea. Hand-Off-Auto Selector Switches*
*1- ea. Pump Run Pilot Lights*
*1- ea. Power On Pilot Light*
*2- ea. Elapse Time Meters (Non-Resetable)*
*1- ea. GFI Duplex Convenience Outlet*

*COMPONENT SPECIFICATIONS:*
*All circuit breakers shall be molded thermal magnetic.*
*The mechanical interlock shall prevent the normal and emergency main breakers being energized at the same time.*
*An emergency generator receptacle shall be supplied in accordance with DEP standards. The generator receptacle shall be adequately sized to meet the equipment operating conditions.*

*NEUTRAL TO BE SUPPLIED FOR BOTH 230V 3PHASE OR 230V SINGLE PHASE POWER*

*All motor short circuit protection devices must provide for under-voltage release and class 10 overload protection on all three phases. Visable trip indication, test, and reset capability must be provided without opening inner door.*
*Open frame, across the line, contactors shall be rated per IEC standards and properly sized per the motor requirements.*
*Contactors shall provide for safe touch power and control terminals.*
*Lightning Arrestor shall meet or exceed the requirements of ANSI/IEEE Std. C62.21-1984 section 8.6.1, and 8.7.3 and shall be supplied by electrician and mounted on the bottom side of the backpanel adjacent to the main circuit breaker.*
*A voltage monitor shall be supplied for single phase service.*
*A phase monitor shall be supplied for (3) phase service.*
*A green pilot light shall be supplied for each motor. The pilot light shall illuminate each time the motor is called to run. Each pump shall have an Elapse Time Meter to record the accumulated run time. The ETM shall be 2" diameter, non-resettable, six digit, totally encapsulated unit.*
*A Red pilot light shall be supplied for control power. The pilot light shall illuminate when the control power is available inside the control panel.*
*Relays shall be ice-cube plug in type. Relay contacts shall be rated 10 amp minimum, DPDT.*
*Twenty (20) terminals shall be supplied for field connections.*
*The terminals shall be rated 25 amps minimum.*
*Each motors over-temperature contact shall be connected to the terminal strip and shall open a contact to de-energize the appropriate motor upon a high temperature within the motor.*
*A 15 Amp GFI duplex receptacle shall be supplied and mounted on the inner door.*
*Fuses shall be properly supplied and appropriately sized for each motor and for service entrance.*

*Nameplates for the innerdoor and back panel shall be of a graphic design, specifically depicting the intent for each device.*

*MISCELLANEOUS: All wiring on the backpanel shall be contained within the wiring duct. All wiring between the innerdoor and the backpanel shall be contained with in a plastic spiral wrap.*
*Each wire shall have a wire number at each end to correspond to the as built drawing for field troubleshooting.*
*The control panel shall be assembled by a TUV (UL508A Certified) manufacturing facility.*

*FASTNERS & APPURTANCES: All fasternes, lifting cables, float cable bracket, hinges, and appurtances shall be made of AISI 304SS.*
*A 304SS slide/latch assembly shall be provided tor holding the doors open on the wetwell and valve box.*
*Slide rails shall be made of SCH.40 AISI 304SS pipe.*
*Pump lifting cables shall be made of AISI 304 SS.*

*H-20 LOAD RATED WETWELL WITH LIFTING LUGS:*
*The fiberglass wetwell must be H-20 load rated with integral lifting lugs, and shall have a bolt down cover, and valve box.*
*Certification of the H-20 load rating must be supplied at the time of submittals to Engineer.*
*The wetwell shall be manufactured of fiberglass reinforced polyester (FRP) of depth and diameter as shown on the lift station elevation detail. The wall thickness shall be adequate for the depth of the wetwell to maintain the H-20 LOAD RATING.*

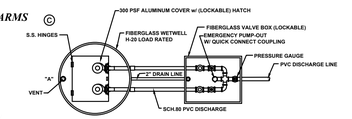
*EXECUTION:*
*Installation shall be in strict accordance with the manufacturer's recommendations in the locations shown on the drawing.*

*INSPECTION & TESTING: A factory representative shall be provide for a one (1) time start-up and shall have complete knowledge of the proper operation and maintenance of complete system.*
*Megger the motors. The pump motors shall be megged out prior to the start-up to ensure that the insulation of the pump motor/cable is intact.*
*The pump controls and pumps shall be checked for mechanical reliability and proper operation.*

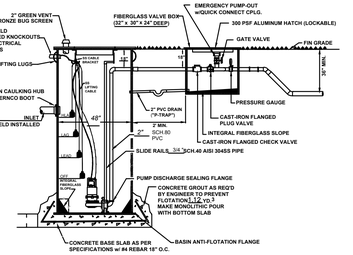
| PUMP DATA | | ELEVATIONS | |
|---|---|---|---|
| PRIMARY PUMP CAPACITY | 29.6 GPM | TOP OF WETWELL | 26.1 |
| PRIMARY TDH | 23.82 TDH | INLET INVERT | 22.16 |
| PUMP MANUFACTURER | FLYGT | HIGH LEVEL ALARM (HLA) | 21.66 |
| PUMP MODEL # | NP 3085 SH3 | 2nd PUMP ON (LAG) | 20.66 |
| R.P.M | 1700 | 1st PUMP ON (LEAD) | 20.51 |
| HORSEPOWER | 3 | PUMPS OFF (OFF) | 20.36 |
| ELECTRICAL VOLTS / PHASE | 230 V / 3 PHASE | BOTTOM OF WETWELL | 16.66 |
| PUMP DISCHARGE SIZE | 4" | WETWELL DIAMETER | 48" |
| IMPELLER CODE | 454 133 MM | | |

**ELECTRICIAN NOTES:**
1. DRAWING NOT TO SCALE
2. ALL ELECTRICAL WORK SHALL BE IN ACCORDANCE WITH LOCAL CODES
3. ELECTRICIAN SHALL SEAL OFF CONDUIT RUNS
4. ELECTRICIAN TO MOUNT LIGHTNING ARRESTOR AT SWITCH DISCONNECT
5. CONTRACTOR SHALL VERIFY POWER SOURCE PRIOR TO ORDERING EQUIPMENT
6. NEUTRAL TO BE SUPPLIED FOR 230V-3 PHASE OR 230V-SINGLE PHASE POWER.

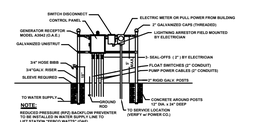
ITT FLYGT, LLC / H-20 LP 51-21-13




**LIFT STATION PLAN**




**LIFT STATION SECTION**




**ELECTRICAL RISER**

| REVISIONS | BY |
|---|---|
| | |

*XYLEM, INC*
*Orlando.....407-886-2900*
*West Palm.....561-848-1200*
*Ft. Myers.....239-495-3228*
*Jacksonville.....904-256-2444*
*Miami.....305-661-9355*

*JOB NAME*

| NO. | DATE | BY | SUBMITTALS / REVISIONS |
|---|---|---|---|
| 1 | 11-21-25 | SM | INITIAL SUBMITTAL SET |
| 2 | 02-09-26 | SM | REVISED PER CITY OF PORT ORANGE COMMENTS DATED 12-12-25 |

**PORT ORANGE CITY CENTER**
**SPORTS COMPLEX EXPANSION**
**FINAL ENGINEERING PLANS**
**CONSTRUCTION DETAILS**

CITY OF PORT ORANGE — VOLUSIA COUNTY, FLORIDA

| | |
|---|---|
| DRAWN | |
| CHECKED | |
| DATE | |
| SCALE | |
| JOB NO. | |

PROJECT NO: ZC 25092
DESIGNED BY: SM
DRAFTED BY: GMC
CHECKED BY: SM
DRAWING FILE: 16-20_25092-DET

ROBERT J. BALL, P.E., NO.60001
NOT VALID WITHOUT SEAL

SHEET: C21 OF 22

ZEV COHEN & ASSOCIATES, INC.
300 INTERCHANGE BLVD., STE. C
OWENSBORO, KY. 42303
WWW.ZEVCOHEN.COM
CIVIL ENGINEERING
LANDSCAPE ARCHITECTURE
ENVIRONMENTAL
PLANNING
TRANSPORTATION
(LC 42)
(EB 6516)

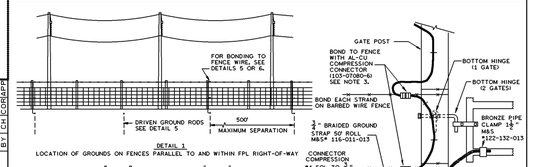
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# GROUNDING OF FIELD WIRE & BARBED WIRE TYPE FENCES AND GATES

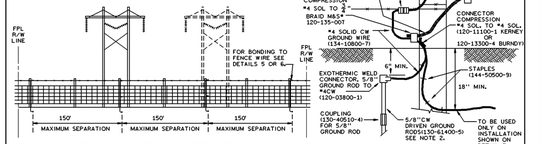
PRELIMINARY REVISION 4

| NO | DATE | REVISION | BY | CH |
|---|---|---|---|---|
| 4 | 6-17-92 | 20010691: REVD NOTES; DELETED DETAIL 4. | JR | JH |
| 3 | 6-17-92 | 20004686: REVD DETAIL 5 | GMH | JH |
| 2 | 6-17-92 | SCE30893: ADDED NEW NOS. NUMBERS IN DETAIL 5 | JT | CH |
| 1 | 6-17-92 | | BT | CH |




DETAIL 1

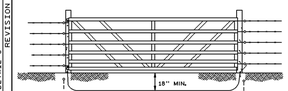
LOCATION OF GROUNDS ON FENCES PARALLEL TO AND WITHIN FPL RIGHT-OF-WAY




GROUND FENCE AT POST NEAREST TO THE CENTER LINE OF EACH TRANSMISSION LINE AND AT INTERVALS OF NOT MORE THAN 150 FEET ACROSS THE WIDTH OF FPL RIGHT-OF-WAY. GROUND FENCE AT FIRST POST INSIDE FPL RIGHT-OF-WAY ON EACH SIDE.

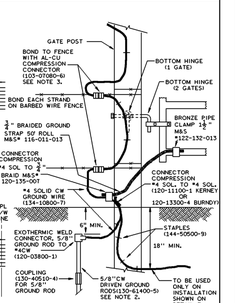
DETAIL 2

LOCATION OF GROUNDS ON FENCES THAT CROSS FPL RIGHT-OF-WAY



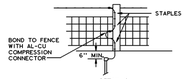

DETAIL 3

GROUNDING GATES IN FENCES THAT CROSS FPL RIGHT-OF-WAY




DETAIL 5

FENCE POST AND GATE POST GROUNDING




DETAIL 6

LOCATION OF BONDS ON "FIELD-WIRE" FENCES

NOTES:

1. FENCES AND GATES CROSSING OR PARALLEL AND WITHIN FPL TRANSMISSION RIGHT-OF-WAY SHALL BE GROUNDED AS SPECIFIED BELOW.
   (a) FENCES LONGER THAN 20 FEET PARALLEL AND WITHIN A FPL RIGHT-OF-WAY SHALL BE GROUNDED AT A MINIMUM OF 2 LOCATIONS WITH A MAXIMUM SEPARATION OF 500 FEET BETWEEN GROUNDS. SEE DETAIL 1.
   (b) FENCES THAT CROSS FPL RIGHT-OF-WAY SHALL BE GROUNDED AS SHOWN ON DETAIL 2.
   (c) GATES SHALL BE GROUNDED AS SHOWN IN DETAIL 3.
2. INSTALL ⅝ INCH DIAMETER COPPERCLAD ROD OR RODS TO OBTAIN A DRIVEN GROUND OF 25 OHMS OR LESS RESISTANCE. THE TOP OF THE DRIVEN GROUND SHALL BE 6 INCHES BELOW THE GROUND LINE.
3. USE AL-CU COMPRESSION CONNECTORS FOR ALUMINUM OR GALVANIZED FENCES.

SUPERSEDES 5-913

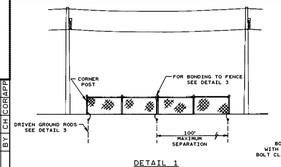
| Transmission & Substation | TRANSMISSION INSTALLATION SPECIFICATIONS | | | |
|---|---|---|---|---|
| | DATE: 1-3-84 | APPROVED: L.H.DAVIS | SECTION 2.0 (TR,IS,-) | SHEET 1 OF 1 A-88018-4 CADE |

6/99

# GROUNDING OF CHAIN LINK & INDUSTRIAL TYPE FENCES AND GATES

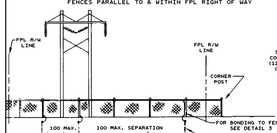
PRELIMINARY REVISION 3

| NO | DATE | REVISION | BY | CH |
|---|---|---|---|---|
| 3 | 12/06/10 | 20113859: REVD DRAWING TEXT TO CAD | JR | JH |
| 2 | 12/06/10 | 20102691: REVD NOTES AND ADDED BRONZE CLAMPS ON DETAIL 3 | JR | JH |
| 1 | | | BT | CH |



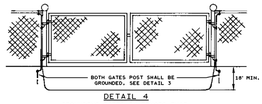

DETAIL 1

FENCES PARALLEL TO & WITHIN FPL RIGHT OF WAY



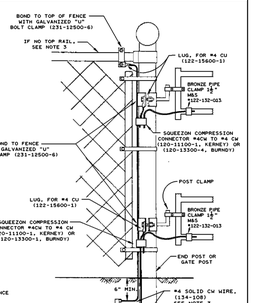

DETAIL 2

FENCES CROSSING FPL RIGHT OF WAY




DETAIL 4

GROUNDING GATES IN FENCES THAT CROSS FPL RIGHT OF WAY




DETAIL 3

END POST & GATE POST GROUNDING

NOTES:

1. FENCES & GATES CROSSING OR PARALLEL TO & WITHIN FPL TRANSMISSION RIGHT OF WAY SHALL BE GROUNDED AS SPECIFIED BELOW:
   (a) FENCES, LONGER THAN 20 FEET PARALLEL & WITHIN A FPL RIGHT OF WAY, SHALL BE GROUNDED AT A MINIMUM OF 2 LOCATIONS WITH A MAXIMUM SEPARATION OF 100 FEET BETWEEN GROUNDS.
   (b) FENCES THAT CROSS FPL RIGHT OF WAY SHALL BE GROUNDED AS SHOWN ON DETAIL 2.
   (c) GATES SHALL BE GROUNDED AS SHOWN ON DETAIL 4.
2. INSTALL ⅝" DIAMETER COPPERCLAD ROD OR RODS TO OBTAIN A DRIVER GROUND OF 25 OHMS OR LESS RESISTANCE. THE TOP OF THE DRIVEN GROUND SHALL BE 6 INCHES BELOW THE GROUND LINE. SEE DETAIL 3.
3. IF FENCE HAS NO TOP RAIL BOND TO TOP WIRE OF FENCE WITH AL-CU PARALLEL GROOVE CLAMP FOR ALUMINUM OR GALVANIZED FENCES. INSERT A SHORT PIECE OF ALUMINUM WIRE IN ONE SIDE OF CLAMP IF FENCE IT TOO SMALL.

SUPERCEDES 5-914

| Transmission & Substation | TRANSMISSION INSTALLATION SPECIFICATIONS | | | |
|---|---|---|---|---|
| | DATE: 4-19-83 | APPROVED: L.H. DAVIS | SECTION 2.0 (TR,IS,-) | SHEET 1 OF 1 A-88019-3 CADE |


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LANDSCAPE ARCHITECTURE
ENVIRONMENTAL
PLANNING
TRANSPORTATION
(LC 42)
(EB 6516)


| NO | DATE | BY | SUBMITTALS / REVISIONS |
|---|---|---|---|
| 1 | 11-21-25 | SM | INITIAL SUBMITTAL SET |
| 2 | 02-09-26 | SM | REVISED PER CITY OF PORT ORANGE COMMENTS DATED 12-12-25 |

# PORT ORANGE CITY CENTER SPORTS COMPLEX EXPANSION FINAL ENGINEERING PLANS CONSTRUCTION DETAILS

CITY OF PORT ORANGE — VOLUSIA COUNTY, FLORIDA

PROJECT NO: ZC 25092
DESIGNED BY: SM
DRAFTED BY: GMC
CHECKED BY: SM
DRAWING FILE: 16-20_25092-DET

ROBERT J. BALL, P.E., NO.60001
NOT VALID WITHOUT SEAL

SHEET: C22 OF 22


I:\16-20\25092 PLNR SANDS SOCCER FIELDS\FINAL ENGINEERING PLANS\CAD\WORKING\16-20_25092-DET.DWG - PRINTED 4/13/2026 1:43 PM

**Project Name:** Silver Sands Soccer Fields **Project No.:** 25092
**Address:** 4655 City Center Dr Port Orange, FL 32129 **Date of plans:** 12/30/2025
**Instructions: Fill in all highlighted areas. The form will calculate the required quantities and values.**

## Chapter 9, Article II, Tree Preservation

### Section 15: Minimum tree coverage requirements

***Required:***

1 tree / 2500 s.f. of lot area

| | | | | |
|---|---|---|---|---|
| 12.23 | Acres = | 532739 | Square Feet | |
| 532738.8 | Square Feet | divided by | 2500 = | **213** required trees |

***Proposed:***

| | | | |
|---|---|---|---|
| Existing trees | 119 | = or > | **107** 50% of req. trees |
| Proposed trees | 0 | | |
| Total trees | **119** | | |

**DOES NOT MEET REQUIREMENT**

Deficient by **94** trees
**0** existing trees

### Section 16: Specimen trees

| | |
|---|---|
| No. of Specimen trees | 29 |
| No. of Historic trees | 1 |
| Total S/H trees | **30** |
| Lot area (in acres) | 12.23 |
| Specimen trees / acre = | 2.5 |

Based on this number fill in the total number of specimen trees from F25 in the appropriate GREEN box below, unless the value is 8.1 or higher, in which case the acreage of the lot is to be inserted into the ORANGE box below. ENTER "0" FOR THE REMAINING BOXES.

***Required:***

| Specimen trees / acre | | # of trees | | |
|---|---|---|---|---|
| less than 3/acre | 80 percent | 2 | x .8 = | 2 |
| 3.0-5.0 per acre | 65 percent | 2 | x .65 = | 2 |
| 5.1-8.0 per acre | 50 percent | 2 | x .5 = | 1 |
| | | lot area (acres) | | |
| 8.1 or more per acre | 4 per acre | 0.00 | x 4 = | 0 |
| | | | | **5** Specimen trees required |

***Proposed:***

| | |
|---|---|
| Specimen trees preserved | 7 |
| Historic trees preserved | 0 |
| Total S/H trees preserved | **7** Specimen trees being preserved |

**REQUIREMENT MET**

Deficient by **0** specimen tree(s) of which **1** are historic
*(proceed to fill out mitigation chart on sheet 2)*

### Section 17: Area tree protection requirements

***Required:***

15% of the s.f. of the development shall be designated for the protection of existing trees

| | | | |
|---|---|---|---|
| Lot area (in s.f.) | 532739 | x .15= | 79911 s.f. |

***Proposed:***

Proposed protected area ____ s.f.

**DOES NOT MEET REQUIREMENT**

Deficient by **79911** s.f.
*(proceed to fill out mitigation chart on sheet 2)*

**Project Name:** Silver Sands Soccer Fields **Permit No.:** 25092
**Address:** 4655 City Center Dr Port Orange, Fl 32129 **Date:** 1/5/2026
**Instructions: Fill in all highlighted areas. The form will calculate the required quantities and values.**

## Mitigation Tabulation Charts

Section A: Mitigation for All trees 6" or greater from Buffer

| Qty. for removal | Size | # Replacement Trees | Subtotal | | |
|---|---|---|---|---|---|
| | 6-8" | 1 | 0 | | $ - |
| | 9-16" | 2 | 0 | or | $ - |
| | 17-24" | 3 | 0 | or | $ - |
| | 25-32" | 4 | 0 | or | $ - |
| | 33-40" | 5 | 0 | or | $ - |
| | 41" + | 6 | 0 | or | $ - |
| | Total A replacement trees = | | **0** | | **$ -** Section A tree bank contribution amount |

Section B: Administrative replacement for diseased or dead Specimen trees

| Qty. for removal | Size | # Replacement Trees | Subtotal | | |
|---|---|---|---|---|---|
| | 12-16" | 2 | 0 | or | $ - |
| | 17-24" | 3 | 0 | or | $ - |
| | 25-32" | 4 | 0 | or | $ - |
| | 33-40" | 5 | 0 | or | $ - |
| | 41" + | 6 | 0 | or | $ - |
| | Total B replacement trees = | | **0** | | **$ -** Section B tree bank contribution amount |

Section C: Mitigation for healthy Specimen trees

| Qty. for removal | Size | # Replacement Trees | Subtotal | | |
|---|---|---|---|---|---|
| 1 | 12-16" | 2 | 2 | or | $ 678.78 |
| 15 | 17-24" | 3 | 45 | or | $ 15,272.55 |
| 3 | 25-32" | 4 | 12 | or | $ 4,072.68 |
| 1 | 33-40" | 5 | 5 | or | $ 1,696.95 |
| | 41" + | 6 | 0 | or | $ - |
| | Total B replacement trees = | | **64** | | **$ 21,720.96** Section C tree bank contribution amount |

Section D: Mitigation for diseased Historic trees (5% cross sectional area, Res. 20-46)

| Qty. for removal | Size | Replacement sq. inches | # Replacement trees | | |
|---|---|---|---|---|---|
| | 37 | 0.00 | 0 | or | $0 |
| | 50 | 0.00 | 0 | or | $ - |
| | 75 | 0.00 | 0 | or | $ - |
| | Total C replacement trees = | | **0** | | **$ -** Section D tree bank contribution amount |

Section E: Mitigation for healthy Historic trees (15% cross sectional area, Res. 20-46)

| Qty. for removal | Size | Replacement inches | # Replacement trees | | |
|---|---|---|---|---|---|
| 1 | 37 | 161.28 | 10 | or | $ 4,355 |
| | 65 | 0.00 | 0 | or | $ - |
| | 75 | 0.00 | 0 | or | $ - |
| | Total D replacement trees = | | **10** | | **$ 4,354.60** Section E tree bank contribution amount |

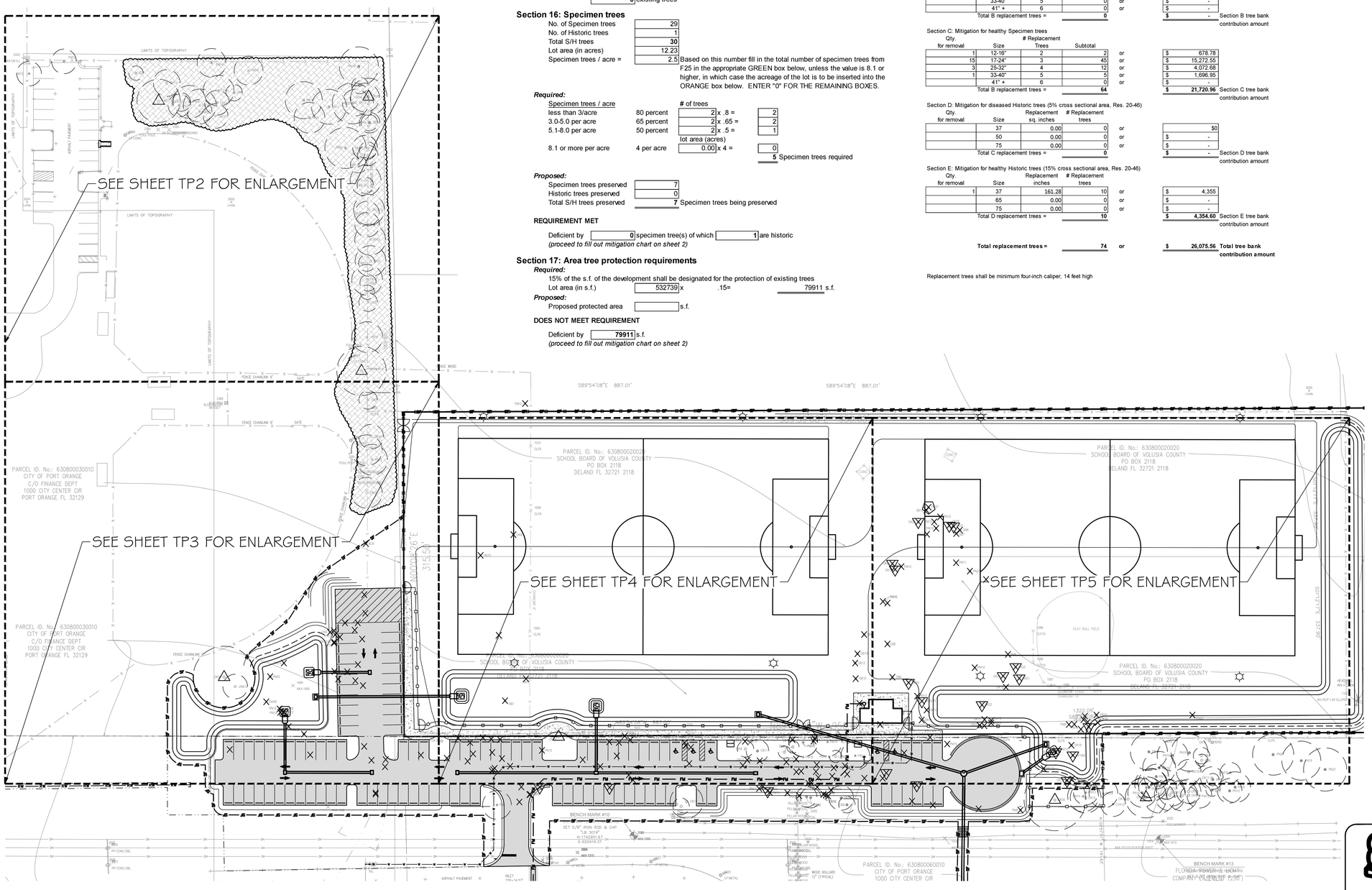
**Total replacement trees = 74 or $ 26,075.56 Total tree bank contribution amount**

Replacement trees shall be minimum four-inch caliper, 14 feet high

LEGEND

- EXISTING TREE TO REMAIN
- EXISTING TREE TO BE REMOVED
- EXISTING SPECIMEN TREE TO REMAIN
- EXISTING SPECIMEN TREE TO BE REMOVED
- EXISTING HISTORIC TREE TO BE REMOVED
- DENOTES ROOT ZONE PROTECTION AREA REQUIRED
- DENOTES NATURAL PRESERVATION / CONSERVATION AREA TO REMAIN

NOTE: SEE TREE SYMBOL LEGEND FOR SPECIES AND PLAN VIEW FOR DBH.




Know what's below. Call before you dig.

0 50 75 100
SCALE : 1" = 50'

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(LC #2)

CIVIL ENGINEERING
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ENVIRONMENTAL
PLANNING
TRANSPORTATION
(EB 6516)

| NO. | DATE | BY | SUBMITTALS / REVISIONS |
|---|---|---|---|

# SILVER SANDS SOCCER FIELDS FINAL ENGINEERING PLANS TREE PROTECTION PLAN & DETAILS

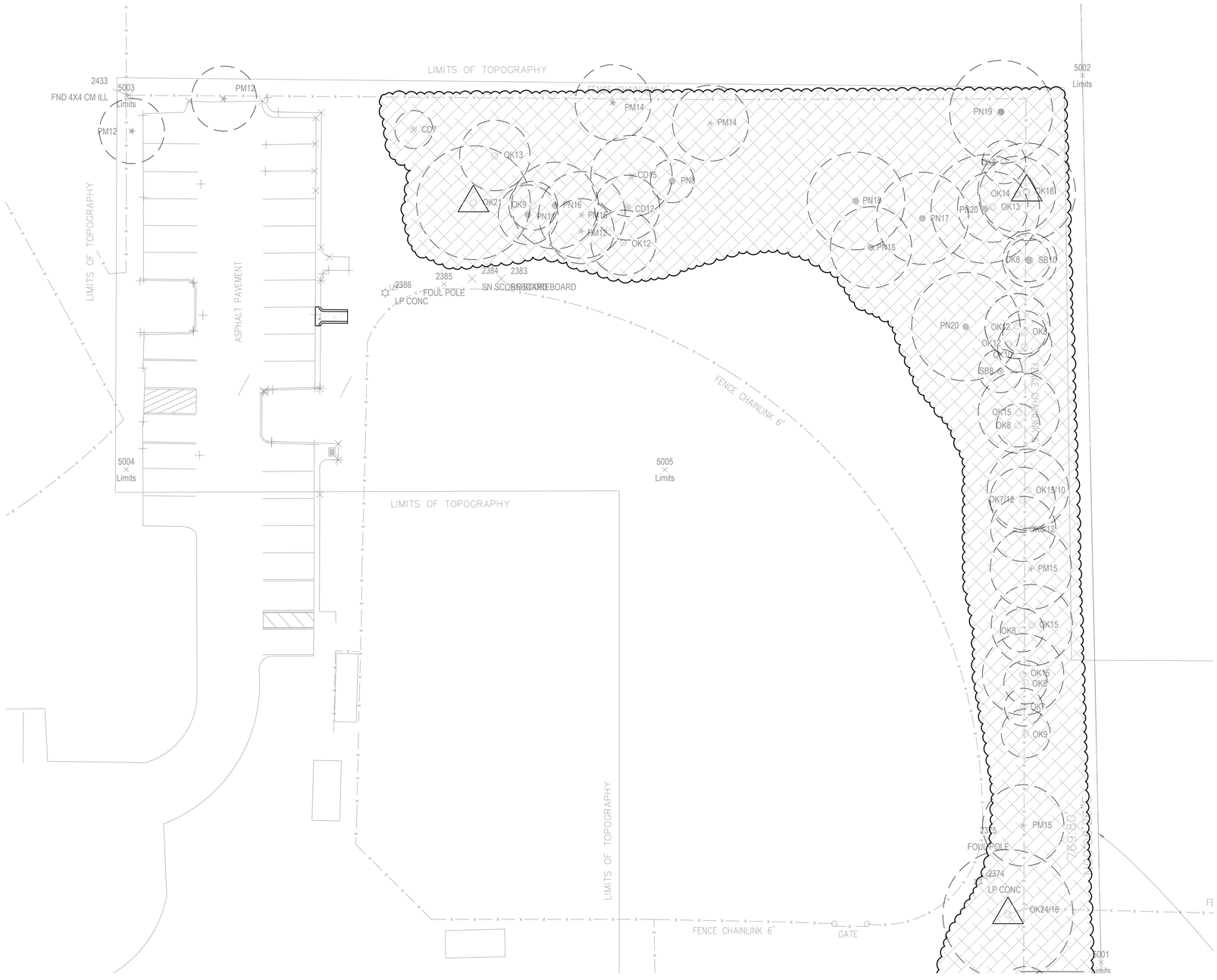
VOLUSIA COUNTY, FLORIDA
CITY OF PORT ORANGE

PROJECT NO: ZC 25092
DESIGNED BY: JS
DRAFTED BY: JS
CHECKED BY: JS
DRAWING FILE: 25092-TP
XREFS: XXXXX.DWG
XREFS: XXXXX.DWG

JAKE STEHR, LA, NO. 6667462
NOT VALID WITHOUT SEAL

SHEET: TP1 OF 5

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LEGEND

- EXISTING TREE TO REMAIN
- EXISTING TREE TO BE REMOVED
- EXISTING SPECIMEN TREE TO REMAIN
- EXISTING SPECIMEN TREE TO BE REMOVED
- EXISTING HISTORIC TREE TO BE REMOVED
- DENOTES ROOT ZONE PROTECTION AREA REQUIRED
- DENOTES NATURAL PRESERVATION / CONSERVATION AREA TO REMAIN

NOTE: SEE TREE SYMBOL LEGEND FOR SPECIES AND PLAN VIEW FOR DBH.

Know what's below. Call before you dig.

0 10 20 30 40

SCALE : 1" = 20'


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OMMUNITY BEACH, FL 32174
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CIVIL ENGINEERING
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ENVIRONMENTAL
PLANNING
TRANSPORTATION
(LC #2)
(EB 6516)


| NO | DATE | BY | SUBMITTALS / REVISIONS |
|---|---|---|---|
| | | | |

# PORT ORANGE CITY CENTER SPORTS COMPLEX EXPANSION FINAL ENGINEERING PLANS TREE PROTECTION PLAN & DETAILS

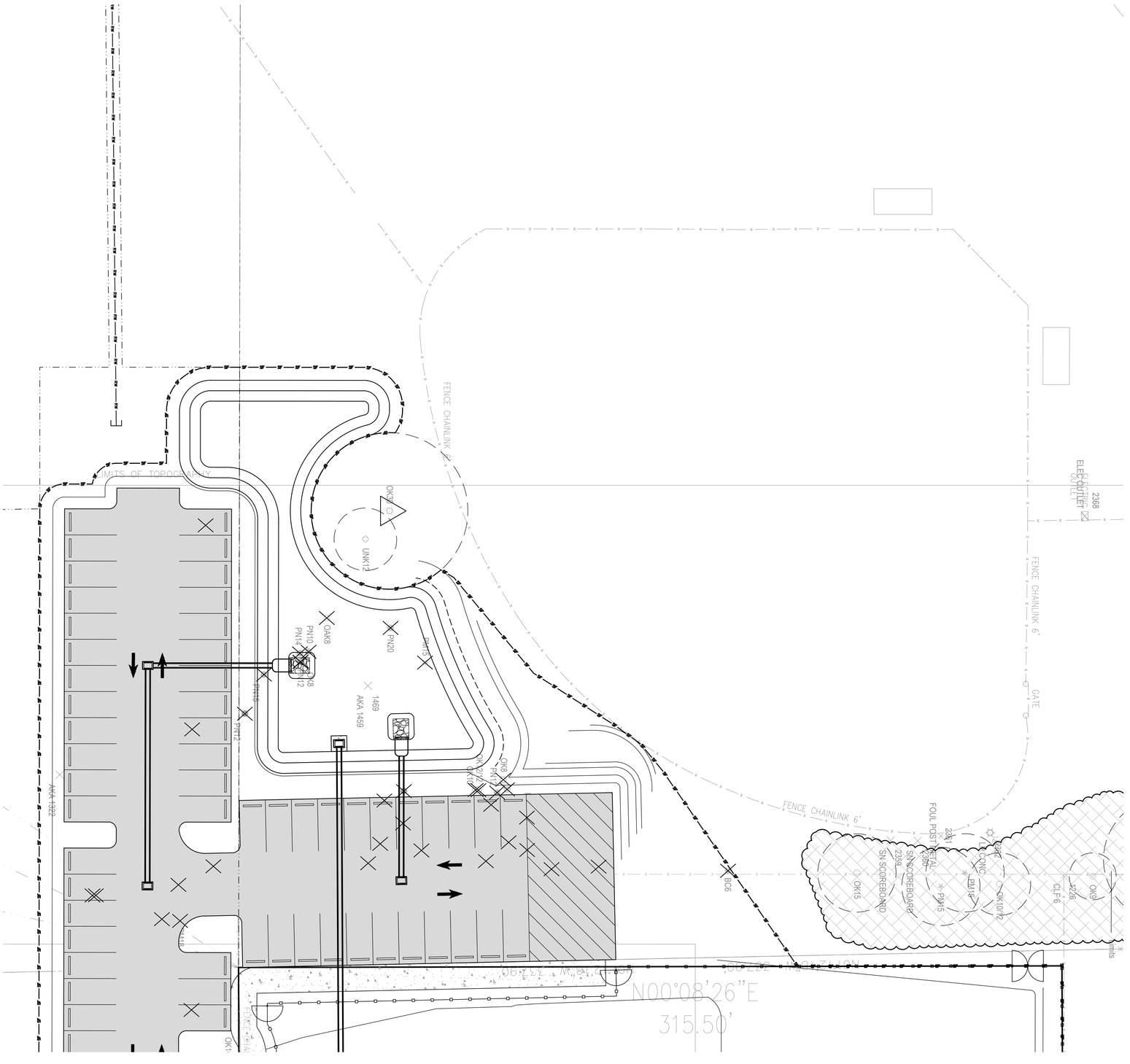
CITY OF PORT ORANGE — VOLUSIA COUNTY, FLORIDA

PROJECT NO: ZC 25092
DESIGNED BY: JS
DRAFTED BY: JS
CHECKED BY: JS
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XREFS: XXXXX.DWG
XREFS: XXXXX.DWG

JAKE STEHR, LA, NO. 6667482
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SHEET: TP2 OF 5

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Know what's below. Call before you dig. 811

SCALE : 1" = 20'

0 10 20 30 40

| | | | |
|---|---|---|---|
| PROJECT NO. ZC 25092 | **PORT ORANGE CITY CENTER SPORTS COMPLEX EXPANSION FINAL ENGINEERING PLANS TREE PROTECTION PLAN & DETAILS** | CITY OF PORT ORANGE | VOLUSIA COUNTY, FLORIDA |
| DESIGNED BY: JS | | | |
| DRAFTED BY: JS | | | |
| CHECKED BY: JS | | | |
| DRAWING FILE: 25092TP | | | |
| XREF'S: XXXXX.DWG | | | |
| XREF'S: XXXXX.DWG | | | |

| NO. | DATE | BY | SUBMITTALS / REVISIONS |
|---|---|---|---|
| | | | |

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ENVIRONMENTAL
PLANNING
TRANSPORTATION

(EB 4516) (LC 42)

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ORMOND BEACH, FL 32174
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JAKE STEVER, LA NO. 6667462
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SHEET: TP3 OF 5

## LEGEND

- EXISTING TREE TO REMAIN
- EXISTING TREE TO BE REMOVED
- EXISTING SPECIMEN TREE TO REMAIN
- EXISTING SPECIMEN TREE TO BE REMOVED
- EXISTING HISTORIC TREE TO BE REMOVED
- DENOTES ROOT ZONE PROTECTION AREA REQUIRED
- DENOTES NATURAL PRESERVATION / CONSERVATION AREA TO REMAIN

NOTE: SEE TREE SYMBOL LEGEND FOR SPECIES AND PLAN VIEW FOR DBH.

Know what's below. Call before you dig.

0 10 20 30 40

SCALE : 1" = 20'


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ENVIRONMENTAL
PLANNING
TRANSPORTATION
(LC #2)
(EB 6516)


| NO | DATE | BY | SUBMITTALS / REVISIONS |
|---|---|---|---|
| | | | |

# PORT ORANGE CITY CENTER SPORTS COMPLEX EXPANSION FINAL ENGINEERING PLANS TREE PROTECTION PLAN & DETAILS

VOLUSIA COUNTY, FLORIDA

CITY OF PORT ORANGE

PROJECT NO: ZC 25092

DESIGNED BY: JS

DRAFTED BY: JS

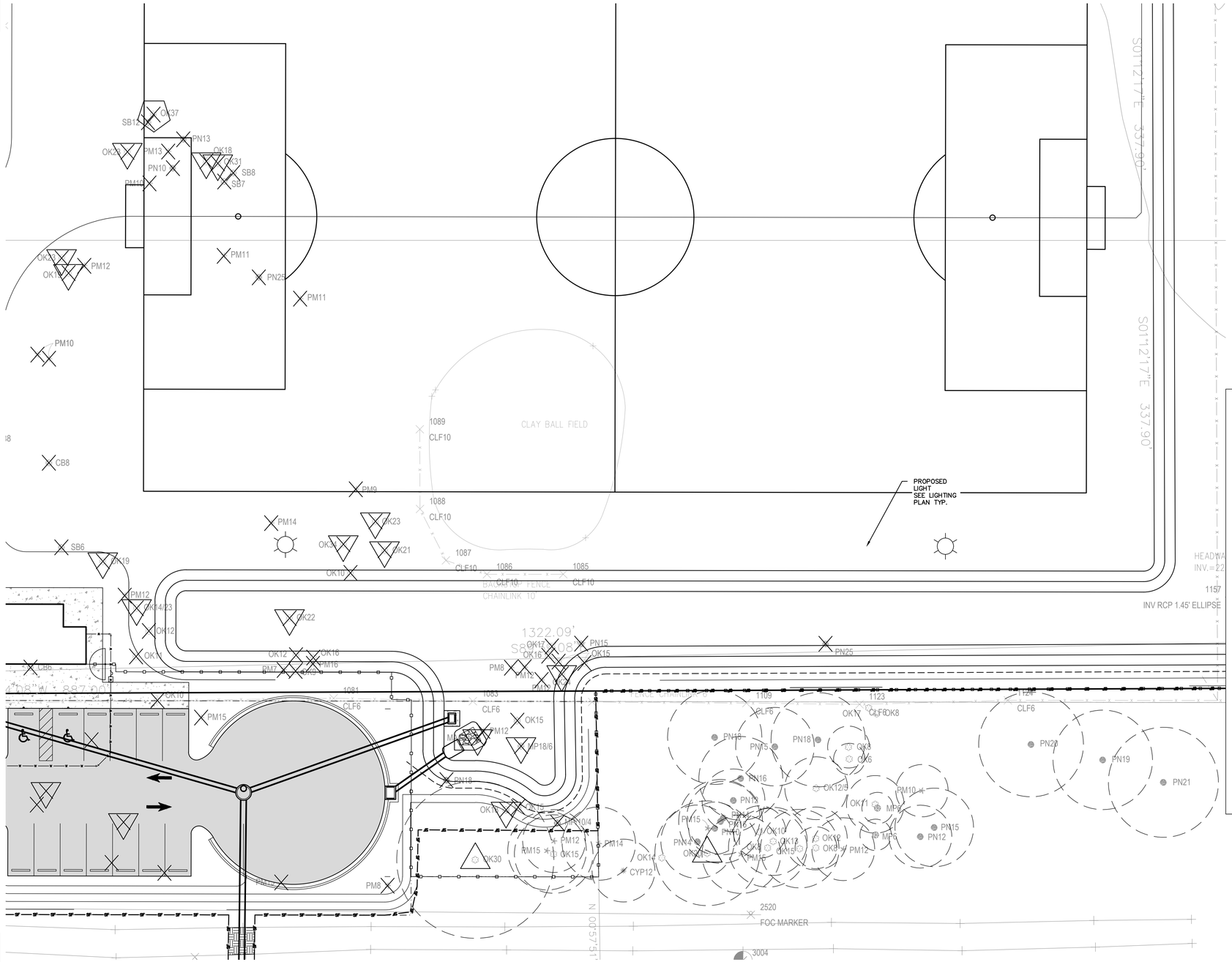
CHECKED BY: JS

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XREF'S: XXXXX.DWG

JAKE STEHR, LA, NO. 6667462
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SHEET: TP4 OF 5

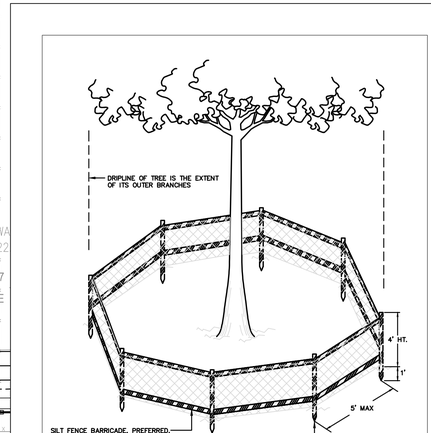
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## LEGEND

- EXISTING TREE TO REMAIN
- EXISTING TREE TO BE REMOVED
- EXISTING SPECIMEN TREE TO REMAIN
- EXISTING SPECIMEN TREE TO BE REMOVED
- EXISTING HISTORIC TREE TO BE REMOVED
- DENOTES ROOT ZONE PROTECTION AREA REQUIRED
- DENOTES NATURAL PRESERVATION / CONSERVATION AREA TO REMAIN

NOTE: SEE TREE SYMBOL LEGEND FOR SPECIES AND PLAN VIEW FOR DBH.




**STANDARD CONSTRUCTION DETAIL**
**TREE PROTECTION BARRICADE**

REV. 12/18

FILE NAME: M25.DWG
DETAIL REF: M-25

Know what's below. Call before you dig.

0 10 20 30 40
SCALE : 1" = 20'

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LANDSCAPE ARCHITECTURE
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(LC 42)
(EB 6516)

| NO | DATE | BY | SUBMITTALS / REVISIONS |
|---|---|---|---|

# PORT ORANGE CITY CENTER SPORTS COMPLEX EXPANSION FINAL ENGINEERING PLANS TREE PROTECTION PLAN & DETAILS

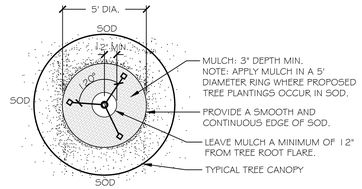
VOLUSIA COUNTY, FLORIDA
CITY OF PORT ORANGE

PROJECT NO: ZC 25092
DESIGNED BY: JS
DRAFTED BY: JS
CHECKED BY: JS
DRAWING FILE: 25092-TP
XREFS: XXXXX.DWG
XREFS: XXXXX.DWG

JAKE STEHR, LA, NO. 6667462
NOT VALID WITHOUT SEAL

SHEET: TP5 OF 5

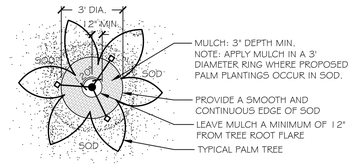
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## 1 TREE MULCHING DETAIL IN SOD AREAS

N.T.S.

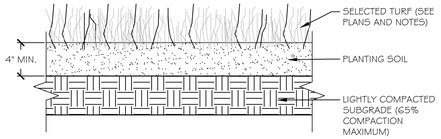
P-LA-MUL-TREE-01




## 2 PALM MULCHING DETAIL IN SOD AREAS

N.T.S.

P-LA-MUL-PALM-01




## 3 TURF PLANTING DETAIL

N.T.S.

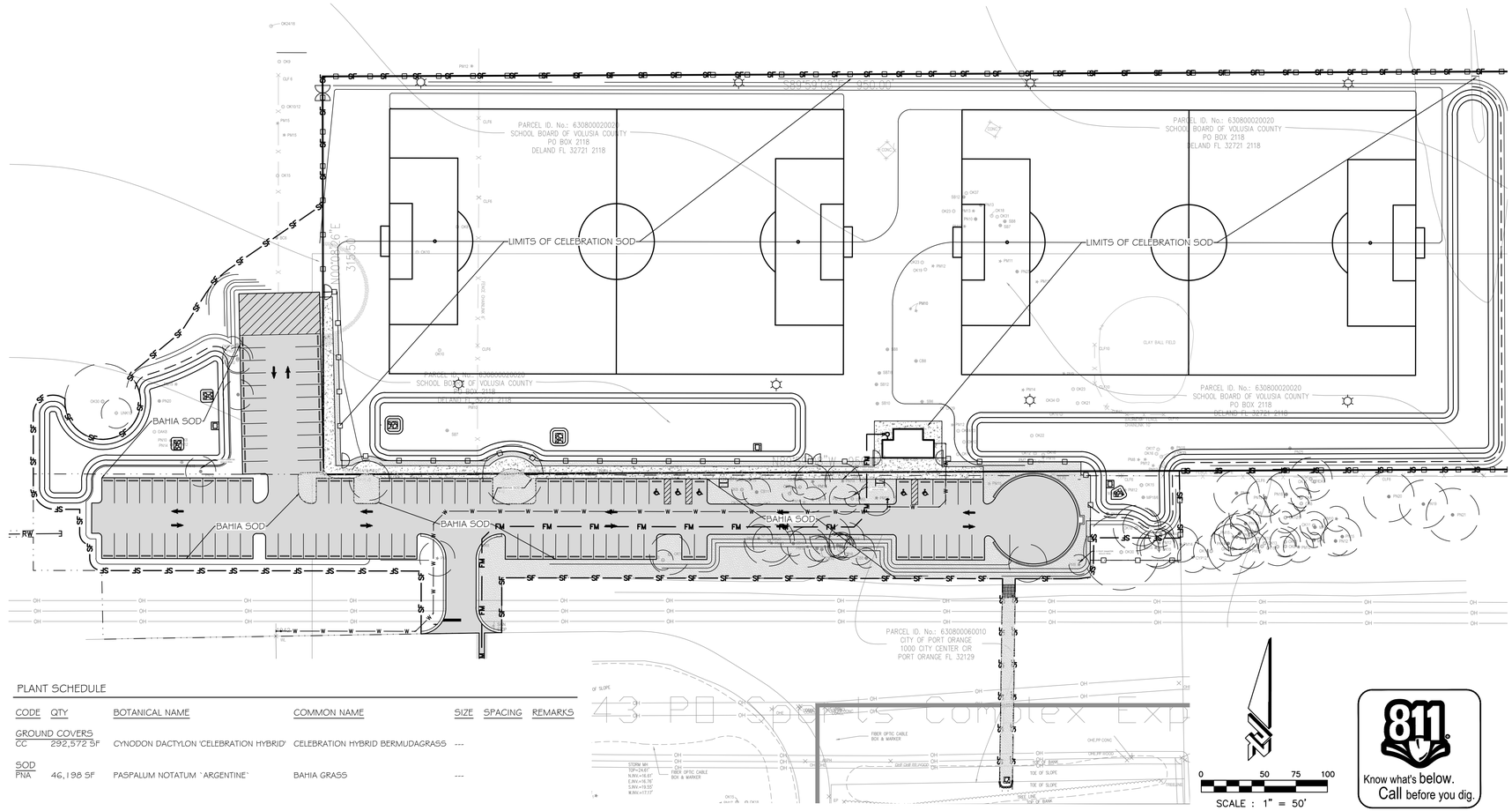
P-LA-SOD-01

## LANDSCAPE SPECIFICATIONS

1. FLORIDA #1: ALL PLANT MATERIAL SHALL BE FLORIDA GRADE NO. 1 OR BETTER IN QUALITY AS DESIGNATED IN THE MOST RECENT PUBLICATION OF 'GRADES AND STANDARDS FOR NURSERY PLANTS', PUBLISHED BY THE FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES.
2. EXISTING PLANTS: IF EXISTING LANDSCAPING INTERFERES WITH PROPOSED PLANTINGS SHOWN ON PLAN, THE EXISTING LANDSCAPING IS TO BE REMOVED IN FAVOR OF THE NEW PLANTINGS, UNLESS OTHERWISE INDICATED. IF THE EXISTING VEGETATION IS INTENDED TO REMAIN, THE PROPOSED LANDSCAPING SHALL BE LOCATED AS CLOSE AS POSSIBLE TO ITS INTENDED LOCATION.
3. MULCH: ALL PLANTING BEDS SHALL BE TOP DRESSED WITH A MINIMUM OF 3" PINE BARK MULCH, GRADE 'B' OR APPROVED EQUAL. ALL TREES NOT IN BEDS SHALL HAVE A 5' DIAMETER MULCH RING. ALL PALMS NOT IN BEDS SHALL HAVE A 3' DIAMETER MULCH RING UNLESS OTHERWISE NOTED ON PLANS.
4. SOD: SOD SHALL BE ARGENTINE BAHIA SOD UNLESS OTHERWISE SPECIFIED ON THE PLANS AS CELEBRATION HYBRID BERMUDA SOD. ALL SOD SHALL BE ROLLED UPON INSTALLATION. CONTRACTOR TO SOD ALL AREAS THAT ARE DISTURBED BY CONSTRUCTION RELATED ACTIVITIES. IT IS THE CONTRACTOR'S RESPONSIBILITY TO ENSURE THE SOD IS FREE OF WEEDS & INSECTS UPON INSTALLATION AND FOR THE DURATION OF THE 90 DAY MAINTENANCE PERIOD. IT IS THE CONTRACTOR'S RESPONSIBILITY TO ENSURE NO GAPS BETWEEN SOD. SOD QUANTITY TAKEOFFS ARE THE RESPONSIBILITY OF THE CONTRACTOR. ALL SOD LOCATED ALONG THE SLOPED BANKS OF THE STORMWATER PONDS SHALL BE PURCHASED FROM A SAND GROWN NURSERY.
5. QUANTITIES: IN THE EVENT OF A VARIATION BETWEEN THE QUANTITIES SHOWN ON THE PLANT LIST AND THE QUANTITIES OF PLANTS SHOWN ON THE PLAN, THE PLAN SHALL CONTROL.
6. UNFORESEEN CONFLICTS: CONTRACTOR SHALL NOT WILLFULLY INSTALL ANY PORTION OF THE LANDSCAPE PLAN AS SHOWN ON THE DRAWINGS WHEN IT IS OBVIOUS IN THE FIELD THAT UNFORESEEN OBSTRUCTIONS, GRADE DIFFERENCES, STANDING WATER, SOIL CONDITIONS OR OTHER CONFLICTS EXIST. SUCH UNFORESEEN CONFLICTS SHALL BE BROUGHT TO THE ATTENTION OF THE OWNER'S REPRESENTATIVE AND THE LANDSCAPE ARCHITECT PRIOR TO INSTALLATION.
7. SUBSTITUTIONS: NO SUBSTITUTIONS OR VARIATIONS OF ANY PLANT MATERIAL OR ITS INSTALLED LOCATION SHALL BE PERMITTED WITHOUT THE PRIOR CONSENT OF THE LANDSCAPE ARCHITECT.
8. CONTAINERS: IF GALLONAGE FOR PLANTS OR TREES IS SHOWN THEY SHALL BE CONTAINER GROWN AND THE SIZE SHOWN SHALL REPRESENT THE MINIMUM ALLOWABLE GALLONAGE. IN ALL CASES THE PLANT SPECIFIED SIZE SHALL GOVERN OVER THE GALLONAGE INDICATED.
9. PLANTING SOIL: CONTRACTOR SHALL VERIFY THAT SOIL CONDITIONS ARE SUITABLE TO THE PLANT SPECIES SPECIFIED. IF SOIL CONDITIONS ARE DEEMED UNSUITABLE FOR PROPER PLANT HEALTH, CONTRACTOR SHALL NOTIFY LANDSCAPE ARCHITECT AND PROPER SUBSTITUTIONS SHALL BE SPECIFIED BY THE LANDSCAPE ARCHITECT PRIOR TO INSTALLATION. THE CONTRACTOR SHALL REMOVE LIME ROCK, CONCRETE AND OTHER DELETERIOUS DEBRIS FROM PLANTING BEDS. IF DEBRIS IS INTEGRATED IN THE SOIL, THE SOIL MUST BE EXCAVATED AND REPLACED WITH ACCEPTABLE SOIL. ALL FILL TO BE PLACED IN LANDSCAPE AREAS MUST HAVE A pH RANGE BETWEEN 5.8 AND 7.5, BE ORGANIC IN NATURE, AND BE FREE OF ROCKS AND DEBRIS.
10. TOPSOIL: TOPSOIL MATERIAL SHALL BE FREE FROM ALL HARD CLODS, WEEDS, STONES OVER 1" IN DIAMETER, CLAY, HARD PAN, NOXIOUS OR OTHER UNDESIRABLE PLANTS, SOD, INSECTS, SEEDS, OR MATERIAL WHICH MAY BE HARMFUL FOR GROWTH.
11. WEEDS: IF PRESENT, THE CONTRACTOR SHALL BE RESPONSIBLE TO REMOVE ANY WEEDS FROM PLANTING AND SOD AREAS PRIOR TO THE INSTALLATION OF PROPOSED PLANT MATERIAL AND MULCH COVER. CONTRACTOR SHALL BE RESPONSIBLE TO KEEP BEDS AND SOD FREE OF WEEDS FOR THE DURATION OF THE 90 DAY MAINTENANCE PERIOD.
12. GRADING: UNLESS OTHERWISE STATED ON THESE PLANS, THE LANDSCAPE CONTRACTOR SHALL FINE GRADE ALL AREAS TO BE PLANTED AND SODDED IN ORDER TO ELIMINATE BUMPS AND DEPRESSIONS. FINE GRADING SHALL BE DEFINED AS THE FINAL 2" OF GRADE TO BE ACHIEVED. THE CONTRACTOR SHALL BE RESPONSIBLE FOR REPAIRING AND RE-GRADING WASHOUT AREAS CAUSED BY EROSION UNTIL FINAL ACCEPTANCE OF THE PROJECT.
13. STAKING: ALL TREES AND PALMS ARE TO BE STAKED ACCORDING TO THE DETAILS IN THESE PLANS. IF THE CONTRACTOR PREFERS TO USE OTHER STAKING METHODS THAN SHOWN IN THE DETAILS, HE OR SHE MUST SUBMIT PROPOSED STAKING DETAILS TO THE LANDSCAPE ARCHITECT FOR APPROVAL PRIOR TO INSTALLATION. THE LANDSCAPE CONTRACTOR SHALL STRAIGHTEN, REPAIR, AND/OR REPLACE ANY PLANTS DAMAGED BY FAILURE TO PROPERLY STAKE OR GUY ANY TREES & PALMS ON SITE, AT THEIR OWN EXPENSE.
14. BED LINES: CONTRACTOR TO ENSURE CURVILINEAR LANDSCAPE BEDS ARE TO BE EDGED WITH SMOOTH FLOWING CURVES. STRAIGHT-LINE LANDSCAPE BEDS ARE TO BE EDGED IN A STRAIGHT LINE PARALLEL TO ADJACENT STRUCTURES UNLESS DESIGNED OTHERWISE.
15. FERTILIZER: OSMOCOTE SLOW RELEASE FERTILIZER OR EQUIVALENT SHALL BE APPLIED TO ALL TREE, SHRUB, AND GROUNDCOVER PLANTING AREAS AT THE RATE OF THREE (3) TABLESPOONS PER 2 S.F. OF PLANTING AREA.
16. DRAINAGE: THE LANDSCAPE CONTRACTOR SHALL ENSURE THAT THIS WORK DOES NOT INTERRUPT EXISTING OR PROPOSED DRAINAGE PATTERNS AND SHALL NOTIFY THE OWNERS REPRESENTATIVE IMMEDIATELY SHALL A CONFLICT ARISE. CONTRACTOR IS RESPONSIBLE FOR ALL LANDSCAPE/SOD AREAS TO PROPERLY DRAIN AWAY FROM BUILDINGS/STRUCTURES.
17. SPECIFICATIONS: THE LANDSCAPE ARCHITECT SHALL BE PERMITTED THE RIGHT DURING INSTALLATION, TO REJECT ANY AND ALL PLANT MATERIAL AND WORKMANSHIP WHICH IN HIS OR HER OPINION DOES NOT MEET THE REQUIREMENTS OF THESE SPECIFICATIONS.
18. CLEARANCE PRUNING: ANY TREE PRUNING OF LOWER LIMBS AND CANOPY OF CONSERVED AND PROTECTED TREES THAT ARE GROWING OVER SIDEWALK, ROADWAY AND/OR ON-SITE CONSTRUCTION ACTIVITIES SHALL BE OVERSEEN AND/OR CONDUCTED BY AN I.S.A CERTIFIED ARBORIST TO ENSURE PROPER REDUCTION CUTS AND PRUNING IS CONDUCTED TO MAINTAIN THE STRUCTURAL INTEGRITY AND HEALTH OF THE TREE. TREES SHALL BE PRUNED TO ADHERE TO A MINIMUM OF EIGHT FEET (8') CLEARANCE OVER SIDEWALKS (PEDESTRIAN ACTIVITIES) AND SIXTEEN FEET (16') CLEARANCE OVER PARKING AREAS/ROADWAYS.
19. WILDLIFE NOTIFICATION: THE CONTRACTOR SHALL CONTACT THE LANDSCAPE ARCHITECT WHO SHALL PROPOSE PLANT SUBSTITUTIONS UPON WRITTEN NOTIFICATION OF NUISANCE ANIMAL EXISTENCE. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO REPLACE ANY/ALL INSTALLED PLANT MATERIAL DESTROYED/DAMAGED BY WILDLIFE WITHIN THE MAINTENANCE PERIOD.
20. TURNOVER: CONTRACTOR SHALL CONTACT OWNERS REPRESENTATIVE FOR A TURNOVER DATE TO INCLUDE A WALK-THROUGH AND ACCEPTANCE OF WORK BY THE LANDSCAPE ARCHITECT OR OWNER. ANY WORK DEEMED UNACCEPTABLE SHALL BE CORRECTED IMMEDIATELY AND RE-INSPECTED AS SCHEDULED.
21. MAINTENANCE: CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTENANCE TO BEGIN AFTER EACH PLANT HAS BEEN INSTALLED AND SHALL CONTINUE 90 DAYS AFTER FINAL WRITTEN ACCEPTANCE BY THE OWNER. MAINTENANCE SHALL INCLUDE WATERING, PRUNING, WEEDING, MULCHING, MOWING, REPLACEMENT OF SICK OR DEAD PLANTS, AND ANY OTHER CARE NECESSARY IN ORDER TO MAINTAIN PROPER PLANT HEALTH AND SOIL MOISTURE CONTENT.
22. GUARANTEE: CONTRACTOR SHALL GUARANTEE AND REPLACE ALL INSTALLED PLANT MATERIAL FOR ONE (1) CALENDAR YEAR STARTING FROM THE TURNOVER DATE FOR WORK FOUND ACCEPTABLE. ANY CORRECTED WORK SHALL HAVE A PROPORTIONAL EXTENSION OF WARRANTY ONCE APPROVED. ANY SICK OR DEAD MATERIAL SHALL BE REPLACED IMMEDIATELY. THE LANDSCAPE CONTRACTOR SHALL NOT BE RESPONSIBLE TO HONOR ANY WARRANTY FOR THE LOSS OF ANY PLANT MATERIAL CAUSED BY FLOODING, FIRE, ABNORMAL FREEZING TEMPERATURES, WINDS OVER 50 MPH, LIGHTNING, ANY OTHER NATURAL DISASTER, OR ANY LOSS/DAMAGE CAUSED BY VANDALISM OR NEGLIGENCE ON THE PART OF THE OWNER.
23. CALL BEFORE YOU DIG: CONTRACTOR SHALL NOTIFY SUNSHINE 811 AND HAVE UTILITIES LOCATED, PRIOR TO DIGGING, BY CALLING 811. CONTRACTOR SHALL NOT PLANT TREES WITHIN 3' OF AN UNDERGROUND UTILITY, EITHER AS LOCATED OR AS SHOWN ON THE PLAN, WITHOUT FIRST OBTAINING WRITTEN PERMISSION FROM OWNER'S REPRESENTATIVE.
24. RECORD DRAWINGS: THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING AS-BUILT 'REDLINED' MARK-UPS OF THE LANDSCAPE AND IRRIGATION IMPROVEMENTS. THESE AS-BUILT 'REDLINES' SHALL BE REPRESENTED ON ZEV COHEN & ASSOCIATES, INC. PLAN SHEETS AND PROVIDED TO THE LANDSCAPE ARCHITECT.
25. NATURAL AREAS: NATURALLY PRESERVED VEGETATED AREAS SHALL BE CLEANED UP, INCLUDING BUT NOT LIMITED TO THE REMOVAL OF ANY DEBRIS OR WEEDS AND PRUNING OF DEAD OR YELLOW BRANCHES AND PALM FRONDS. MULCH EDGE OF NATURAL AREA 5' FEET.

## IRRIGATION NOTES

1. AN IRRIGATION PLAN WILL BE PROVIDED AFTER SUBSTANTIAL COMPLETION




## PLANT SCHEDULE

| CODE | QTY | BOTANICAL NAME | COMMON NAME | SIZE | SPACING | REMARKS |
|---|---|---|---|---|---|---|
| GROUND COVERS | | | | | | |
| CC | 292,572 SF | CYNODON DACTYLON 'CELEBRATION HYBRID' | CELEBRATION HYBRID BERMUDAGRASS | --- | | |
| SOD | | | | | | |
| PNA | 46,198 SF | PASPALUM NOTATUM `ARGENTINE` | BAHIA GRASS | --- | | |

811 Know what's below. Call before you dig.

ZEV COHEN & ASSOCIATES, INC.
300 INTERCHANGE BLVD., STE C
OND/ORL BEACH, FL 32174
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CIVIL ENGINEERING
LANDSCAPE ARCHITECTURE
ENVIRONMENTAL
PLANNING
TRANSPORTATION
(LC 42)
(EB 6516)

| NO | DATE | BY | SUBMITTALS / REVISIONS |
|---|---|---|---|

# PORT ORANGE CITY CENTER SPORTS COMPLEX EXPANSION FINAL ENGINEERING PLANS LANDSCAPE PLAN & DETAILS

CITY OF PORT ORANGE — VOLUSIA COUNTY, FLORIDA

PROJECT NO: ZC 25092

DESIGNED BY: AM

DRAFTED BY: AM

CHECKED BY: SG

DRAWING FILE: 25092-LA
XREF'S: XXXXX.DWG
XREF'S: XXXXX.DWG

JAKE STEHR, LA, NO. 6667462
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## IRRIGATION SCHEDULE

| SYMBOL | MANUFACTURER/MODEL | QTY | ARC | PSI | GPM | RADIUS |
|---|---|---|---|---|---|---|
| | Hunter PROS-06-PRS30-CV-R LCS-515 | 6 | LCS | 30 | 0.65 | 5'x15' |
| | Hunter PROS-06-PRS30-CV-R RCS-515 | 6 | RCS | 30 | 0.65 | 5'x15' |
| | Hunter PROS-06-PRS30-CV-R SS-530 | 25 | SST | 30 | 1.3 | 5'x30' |
| | Hunter PROS-06-PRS30-CV-R 12H | 19 | 180 | 30 | 1.3 | 12' |
| | Hunter PROS-06-PRS30-CV-R 12H | 4 | 90 | 30 | .65 | 12' |
| | Hunter PROS-06-PRS30-CV-R 15H | 1 | 180 | 30 | 1.86 | 15' |
| | Hunter PROS-06-PRS30-CV-R 15Q | 6 | 90 | 30 | 0.97 | 15' |
| | Hunter PROS-06-PRS30-CV-R 15T | 4 | 120 | 30 | 1.3 | 15' |
| | Hunter PROS-06-PRS30-CV-R 12A | 13 | Adj | 30 | | 12' |
| | Hunter PROS-06-PRS30-CV-R 15A | 2 | Adj | 30 | | 15' |
| | Hunter PROS-06-PRS30-CV-R LCS-515 | 22 | LCS | 30 | 0.65 | 5'x15' |
| | Hunter PROS-06-PRS30-CV-R RCS-515 | 22 | RCS | 30 | 0.65 | 5'x15' |
| | Hunter PROS-06-PRS30-CV-R SS-530 | 60 | SST | 30 | 1.3 | 5'x30' |
| K | Hunter MP2000 PROS-06-CV-R K | 11 | 90-210 | 40 | | 19' |
| B | Hunter MP3000 PROS-06-CV-R B | 7 | 90-210 | 40 | | 30' |

| SYMBOL | MANUFACTURER/MODEL/DESCRIPTION | QTY | PSI | GPM | RADIUS |
|---|---|---|---|---|---|
| 15 | Hunter I-25-04-CV-R 20 | 115 | 60 | 14.3 | 57' |
| 2.0 | Hunter PGP-04-CV-R 2.0 | 3 | 45 | 2 | 34' |
| 2.5 | Hunter PGP-04-CV-R 2.5 | 2 | 45 | 2.5 | 35' |
| 3.0 | Hunter PGP-04-CV-R 3.0 | 8 | 45 | 3 | 38' |
| 4.0 | Hunter PGP-04-CV-R 6.0 | 1 | 45 | 4 | 43' |

| SYMBOL | MANUFACTURER/MODEL/DESCRIPTION | QTY |
|---|---|---|
| | Hunter ICV-FS in a 12" Purple Valve Box | 29 |
| | Clow 3" Isolation Valve in a 12" Purple Valve Box | 6 |
| BF | Wilkins 950XL Backflow Preventer 3" | 1 |
| BF2 | Wilkins 950XL Backflow Preventer 2" | 1 |
| C | Hunter A2C-75D-PL with A2C-LTEM cellular cartridge and ROAMXL remote | 1 |
| S | Hunter MINI-CLIK Rain Sensor | 1 |
| F1 | Hunter ICV-301-FS master valve and Creative Sensor Technology FSI-S30-001 3" flow sensor in separate 12" Purple Valve Boxes | 1 |
| F2 | Hunter ICV-301-FS master valve and Creative Sensor Technology FSI-T20-001 3" flow sensor in separate 12" Purple Valve Boxes | 1 |
| R | Relcaim Water Meter 3" | 1 |
| W | 5" Well with Goulds 85GS 7.5 hp Pump | 1 |
| | Irrigation Lateral Line: PVC Class 200 Purple | 11,600 lf |
| | Irrigation Mainline: PVC Class 200 Purple 3" | 2,600 lf |
| | Pipe Sleeve: PVC Schedule 40 | |

## WATERING SCHEDULE

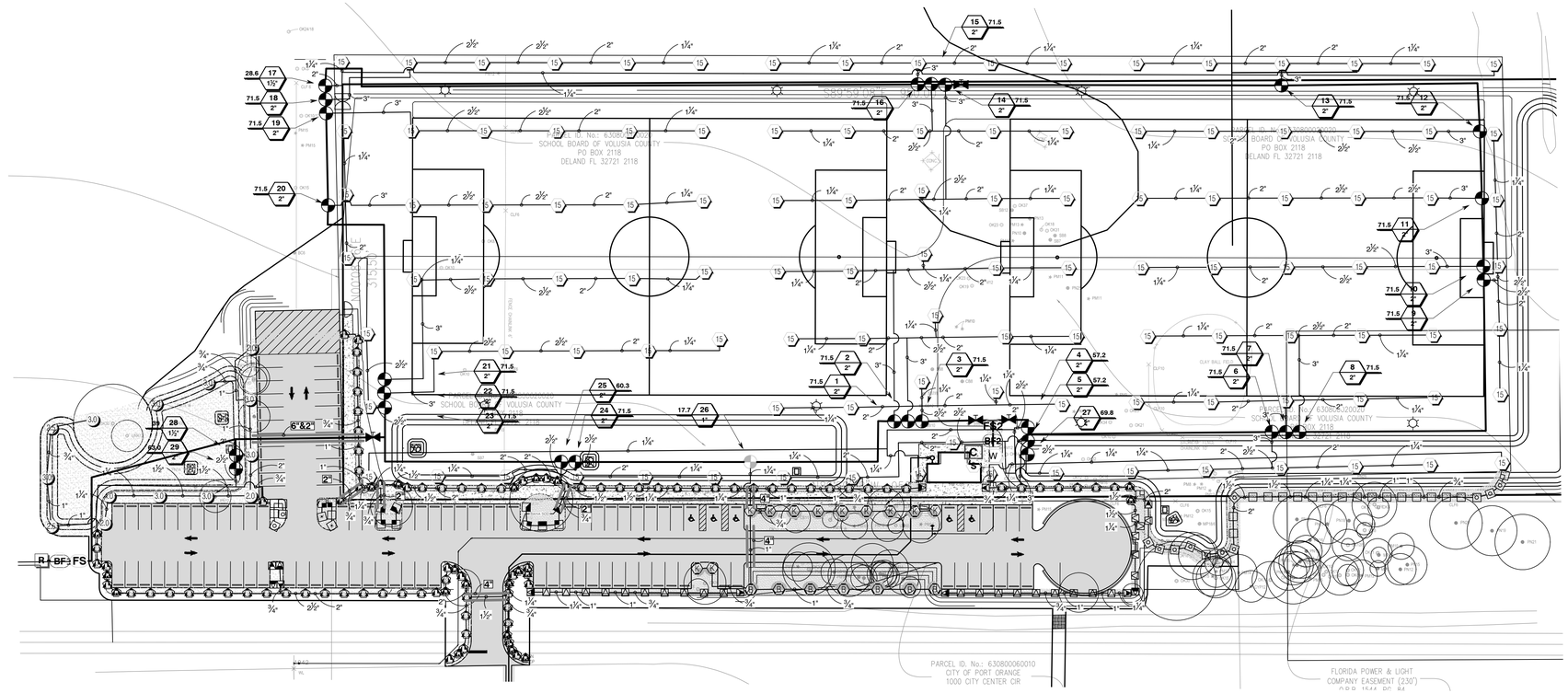
| NUMBER | MODEL | TYPE | PRECIP | GPM |
|---|---|---|---|---|
| 1 | Hunter | Turf Rotor | 0.47 in/h | 71.5 |
| 2 | Hunter | Turf Rotor | 0.47 in/h | 71.5 |
| 3 | Hunter | Turf Rotor | 0.47 in/h | 71.5 |
| 4 | Hunter | Turf Rotor | 1.67 in/h | 57.2 |
| 5 | Hunter | Turf Rotor | 0.84 in/h | 57.2 |
| 6 | Hunter | Turf Rotor | 0.84 in/h | 71.5 |
| 7 | Hunter | Turf Rotor | 0.47 in/h | 71.5 |
| 8 | Hunter | Turf Rotor | 0.47 in/h | 71.5 |
| 9 | Hunter | Turf Rotor | 0.84 in/h | 71.5 |
| 10 | Hunter | Turf Rotor | 0.47 in/h | 71.5 |
| 11 | Hunter | Turf Rotor | 0.47 in/h | 71.5 |
| 12 | Hunter | Turf Rotor | 0.47 in/h | 71.5 |
| 13 | Hunter | Turf Rotor | 0.84 in/h | 71.5 |
| 14 | Hunter | Turf Rotor | 0.47 in/h | 71.5 |
| 15 | Hunter | Turf Rotor | 0.47 in/h | 71.5 |
| 16 | Hunter | Turf Rotor | 0.84 in/h | 71.5 |
| 17 | Hunter | Turf Rotor | 1.67 in/h | 28.6 |
| 18 | Hunter | Turf Rotor | 0.84 in/h | 71.5 |
| 19 | Hunter | Turf Rotor | 0.47 in/h | 71.5 |
| 20 | Hunter | Turf Rotor | 0.47 in/h | 71.5 |
| 21 | Hunter | Turf Rotor | 0.47 in/h | 71.5 |
| 22 | Hunter | Turf Rotor | 0.47 in/h | 71.5 |
| 23 | Hunter | Turf Rotor | 0.90 in/h | 71.5 |
| 24 | Hunter | Turf Rotor | 1.05 in/h | 71.5 |
| 25 | Hunter | Turf Spray | 1.68 in/h | 60.3 |
| 26 | Hunter | Turf Rotary | 0.22 in/h | 17.7 |
| 27 | Hunter | Turf Spray | 1.68 in/h | 69.8 |
| 28 | Hunter | Turf Rotor | 0.42 in/h | 39.0 |
| 29 | Hunter | Turf Spray | 1.68 in/h | 63.0 |

Valve Callout

Valve Number

Valve Flow

Valve Size




0 50 75 100

SCALE : 1" = 50'

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300 INTERCHANGE BLVD., STE. C
OWINGS BEACH, FL 32734
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PLANNING
TRANSPORTATION

(LC #2)
(EB 6516)


| NO | DATE | BY | SUBMITTALS / REVISIONS |
|---|---|---|---|

# PORT ORANGE CITY CENTER SPORTS COMPLEX EXPANSION FINAL ENGINEERING PLANS IRRIGATION PLAN & DETAILS

VOLUSIA COUNTY, FLORIDA

CITY OF PORT ORANGE

PROJECT NO: ZC 25092

DESIGNED BY: AM

DRAFTED BY: AM

CHECKED BY: JES

DRAWING FILE: 25092-IR
XREF'S: XXXXX.DWG
XREF'S: XXXXX.DWG

JAKE STEHR, LA, NO. 6667462
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## IRRIGATION NOTES:

1. THE PLANS AND DRAWINGS ARE DIAGRAMMATIC OF THE WORK TO BE PERFORMED. SOME COMPONENTS MAY BE SHOWN OUTSIDE THE WORK AREA FOR CLARITY. THE WORK SHALL BE EXECUTED IN A MANNER TO AVOID CONFLICTS WITH UTILITIES AND OTHER ELEMENTS OF CONSTRUCTION, INCLUDING LANDSCAPE MATERIALS. ALL DEVIATIONS FROM THE PLANS SHALL BE APPROVED BY THE OWNER'S REPRESENTATIVE BEFORE BEING INSTALLED. THE CONTRACTOR SHALL NOT WILLFULLY INSTALL ANY ASPECT OF THE IRRIGATION SYSTEM AS SHOWN ON THE PLANS AND DRAWINGS, WHEN IT IS OBVIOUS IN THE FIELD THAT OBSTRUCTIONS, GRADE DIFFERENCES, OR DISCREPANCIES EXIST THAT MIGHT NOT HAVE BEEN KNOWN DURING THE DESIGN OF THE IRRIGATION SYSTEM. IN THE EVENT THAT NOTIFICATION OF THE CONFLICT IS NOT APPROVED BY THE OWNER'S REPRESENTATIVE, THE CONTRACTOR WILL ASSUME FULL RESPONSIBILITY FOR ALL REVISIONS.

2. THE IRRIGATION SYSTEM SHALL BE INSTALLED IN ACCORDANCE WITH THE PLANS, IRRIGATION SYSTEM SPECIFICATIONS AND ALL CONTRACT DOCUMENTS. THE CONTRACTOR SHALL COMPLY WITH ALL PREVAILING LOCAL CODES, ORDINANCES, AND REGULATIONS.

3. CONTRACTOR SHALL VERIFY ALL SITE CONDITIONS, INCLUDING UTILITY LOCATIONS, BEFORE INSTALLATION OF THE IRRIGATION SYSTEM. ALL UTILITIES AND STRUCTURES MAY NOT BE SHOWN ON THE PLANS – CONTRACTOR TO VERIFY. COORDINATE ALL IRRIGATION SYSTEM CONSTRUCTION WITH EXISTING AND NEW PLANTINGS TO AVOID CONFLICT OR INTERFERENCE WITH LOCATION OF PIPING, SLEEVING, CABLES, AND SERVICE UTILITIES. THE CONTRACTOR IS RESPONSIBLE FOR COORDINATING INSTALLATION WITH ALL OTHER CONSTRUCTION ON SITE, ESPECIALLY LANDSCAPE INSTALLATION. IRRIGATION SYSTEM SHALL BE RELOCATED AT NO ADDITIONAL COST FOR ANY CONFLICT WITH LANDSCAPE INSTALLATION OR ANY OTHER SITE CONSTRUCTION OR EXISTING CONDITIONS. ALL COMPONENTS THAT ARE NOT CONTAINED WITHIN THE SPECIFIC AREAS SHOWN OR CALLED OUT ON THE DRAWINGS WILL NOT BE ACCEPTED. ALL PIPING AND OTHER COMPONENTS ARE TO REMAIN WITHIN THE PROPERTY OF THE OWNER.

4. WHERE EXISTING OR NEW TREES, LIGHT STANDARDS, SIGNS, ELECTRONIC CONTROLLERS AND/OR OTHER OBJECTS ARE AN OBSTRUCTION TO AN IRRIGATION SPRINKLER'S PATTERN, THE COMPONENT AND PIPING SHALL BE RELOCATED AS NECESSARY TO OBTAIN PROPER COVERAGE OF AN IRRIGATION SPRINKLER'S PATTERN, THE COMPONENT AND PIPING SHALL BE RELOCATED AS NECESSARY TO OBTAIN THE PROPER COVERAGE WITHOUT DAMAGING THE OBSTRUCTION. OWNER'S REPRESENTATIVE SHALL DETERMINE WHETHER AN OBSTRUCTION OCCURS OR NOT.

5. COMPONENT SPACINGS ARE MAXIMUM. DO NOT EXCEED SPACINGS SHOWN OR NOTED ON THE PLANS. COMPONENT SPACINGS MAY BE ADJUSTED TO ACCOMMODATE CHANGES IN TERRAIN AND PLANTING LAYOUT AS LONG AS THE MODIFIED SPACINGS DO NOT EXCEED THE SPACINGS SHOWN IN THE PLANS. UNLESS SHOWN OTHERWISE, CONTRACTOR SHALL PROVIDE 100% COVERAGE.

6. ALL MATERIALS AND EQUIPMENT SHOWN SHALL BE NEW AND INSTALLED AS DETAILED ON THE PLANS. IF THE DRAWINGS DO NOT THOROUGHLY DESCRIBE THE TECHNIQUES TO BE USED, THE INSTALLER SHALL FOLLOW THE INSTALLATION METHODS AND INSTRUCTIONS RECOMMENDED BY THEIR MANUFACTURER.

7. THE LOCATION OF THE IRRIGATION MAINLINE SHALL BE IDENTIFIED IN THE FIELD AND APPROVED BY THE OWNER'S REPRESENTATIVE BEFORE INSTALLATION.

8. IRRIGATION CONTRACTOR SHALL ADJUST ALL SPRINKLERS, CONTROLLER AND OTHER DEVICES TO OBTAIN SPECIFIED OPERATING PARAMETERS, INCLUDING COVERAGE, OPERATING PRESSURE, FLOW RATES AND OPERATION TIME, AS INDICATED ON THE DRAWINGS AND IN THE IRRIGATION SYSTEM SPECIFICATIONS.

9. CONTRACTOR TO PROVIDE INSTALLATION SHOP DRAWINGS AND MANUFACTURER PRODUCT INFORMATION FOR ALL IRRIGATION COMPONENTS. ALL INSTALLATIONS SHALL BE AS RECOMMENDED BY MANUFACTURERS. THE QUANTITIES SHOWN IN THE LEGENDS AND SYMBOL SHEETS SHALL NOT BE USED FOR BIDDING PURPOSES. THE CONTRACTOR WILL BE RESPONSIBLE FOR CONDUCTING A COMPREHENSIVE MATERIALS TAKEOFF TO DETERMINE THE ACTUAL QUANTITIES OF MATERIAL NECESSARY TO EXECUTE THE WORK DESCRIBED IN THE DOCUMENTS.

10. ALL TRENCHES SHALL BE BACKFILLED WITH CLEAN, DEBRIS–FREE MATERIALS. CLEAN SAND SHALL BE USED FOR BEDDING MATERIAL IF PARENT SOIL CANNOT BE ADEQUATELY RID OF ROCK AND OTHER EXTRANEOUS DEBRIS. PULLING PIPE SHALL BE PROHIBITED.

11. ALL SOLVENT WELDING SHALL BE PRECEDED BY PRIMING OF THE FITTINGS AND PIPE AS RECOMMENDED BY THE MANUFACTURER.

12. ALL MAINLINE CHANGE OF DIRECTION FITTINGS TO BE THRUST BLOCKED.

13. DURING INSTALLATION AND UPON COMPLETION OF THE IRRIGATION SYSTEM, DECODERS SHALL BE PROGRAMMED TO THE CONTROLLER STATION AS PER THE IRRIGATION ZONE NUMBER. CONTRACTOR TO LABEL ALL VALVE BOX COVERS WITH THE CORRESPONDING CONTROLLER ZONE NUMBER. NUMBERING SIZE 1". PROVIDE TAGS TO ALL VALVES AS SHOWN PER DETAILS.

14. THE CONTROL WIRE SHALL BE HUNTER ID1–PUR UL LISTED FOR DIRECT BURIAL. ALL WIRE SPLICES SHALL BE MADE WITH 3M–DBY.

15. LOCATE ALL VALVES WITH A MINIMUM OFFSET OF 3'–0" FROM BACK OF CURB OR EDGE OF PAVEMENT.

16. ALL VALVE BOXES TO HAVE A BOLT DOWN COVER.

17. ALL IRRIGATION LINES UNDER PAVEMENT SHALL BE INSTALLED WITHIN SCH 40 PVC SLEEVES AS NOTED. IRRIGATION COMMUNICATION CABLE SHALL HAVE IT'S OWN SEPARATE SLEEVE UNLESS NOTED OTHERWISE.

18. ALL I25 BALL FIELD ROTORS TO BE INSTALLED WITH A 1" PREFABRICATED SWING JOINT. USE HEAD LEVEL TO SET THE HEADS.

19. IRRIGATION LATERAL LINES TO BE BURIED PER DETAIL.

20. IRRIGATION MAINLINES TO BE BURIED AT A MINIMUM DEPTH OF 24". ALL LATERALS TO BE BURIED AT A MINIMUM DEPTH OF 18".

21. ALL COMPONENTS INSTALLED BY THE IRRIGATION CONTRACTOR, SHALL BE LOCATED ON THE "AS–BUILT" DRAWINGS. THE EXACT LOCATION AND DEPTH BELOW FINISH GRADE OF CONTROL VALVE, ISOLATION VALVES AND SLEEVES SHALL BE NOTED WITH TWO REFERENCE POINTS ON THE "AS–BUILT" DRAWINGS. THE "AS–BUILT" SHALL BE PROVIDED IN ELECTRONIC PDF FORMAT WITH TWO HARD COPIES.

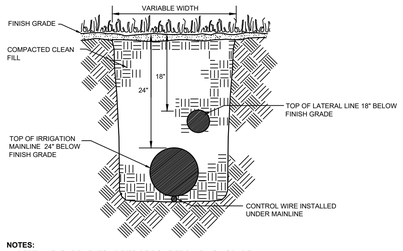
22. IRRIGATION CONTRACTOR SHALL SECURE ANY AND ALL NECESSARY PERMITS FOR THE WORK PRIOR TO COMMENCEMENT OF HIS OPERATIONS ON–SITE. COPIES OF THE PERMITS SHALL BE SENT TO THE LANDSCAPE SUPERVISOR. WORK IN THE RIGHT OF WAY SHALL CONFORM TO THE STANDARDS AND SPECIFICATIONS OF LOCAL AND/OR STATE HIGHWAY JURISDICTION.

23. INSTALLATION OF WORK SHALL BE COORDINATED WITH OTHER CONTRACTORS IN SUCH A MANNER AS TO ALLOW FOR A SPEEDY AND ORDERLY FLOW OF VEHICULAR TRAFFIC AND COMPLETION OF ALL WORK ON THE SITE.

24. THE WELL SHALL BE A 5" WELL WITH A GOULDS 85GS 7.5HP SUBMERSIBLE PUMP WITH A GOULDS AQUAVAR SPD DRIVE. THE SYSTEM SHALL INCLUDE THE INSTALLATION OF A PRESSURE TANK AND ALL FITTINGS REQUIRED FOR A COMPLETE OPERATING WATER SYSTEM CAPABLE OF PROVIDING 80 GPM @ 65 PSI. THE WELL SHALL HAVE A TORO IT–ABF–7585–3X–N FILTER WITH A 120 MESH SCREEN. THE SYSTEM SHALL INCLUDE A ZURN DUAL CHECK BACKFLOW PREVENTER. ALL EQUIPMENT SHALL BE INSTALLED IN A ALLIED AE100 FIBERGLASS ENCLOSURE.

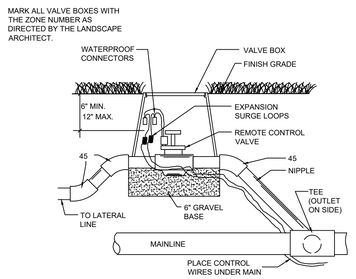
25. THE WELL SHALL BE CAPABLE OF PROVIDING REQUIRED WATER QUANTITY WITH THE FOLLOWING WATER QUALITY:
   a. AT THE REQUIRED FLOW WATER SHALL BE CLEAR AND FREE OF SAND AN OTHER DEBRIS LARGER THAN .030" IN DIAMETER.
   b. WATER SHALL BE CONSIDERED SAND FREE WHEN NO SAMPLE, TAKEN DURING TEST PUMPING, CONTAINS MORE THAN 2 PARTS PER MILLION.
   c. MAXIMUM IRON ALLOWED IN THE WATER SHALL BE LESS THAN 1.3 PARTS PER MILLION.
   d. MAXIMUM SALT CONTENT ALLOWED IN THE WATER SHALL BE LESS THAN 300 PARTS PER MILLION.

26. AT THE COMPLETION OF THE PROJECT THE CONTRACTOR SHALL PROVIDE TO THE OWNER THE FOLLOWING ITEMS AS THEY RELATE TO THE IRRIGATION SYSTEM:
   1 – SET OF DIGITAL AS–BUILT RECORD DRAWINGS AT A SCALE NO SMALLER THAN 1 INCH = 20 FEET.
   3 – SETS OF PRINTED AS–BUILT RECORD DRAWINGS AT A SCALE NO SMALLER THAN 1 INCH = 20 FEET.
   3 – COPIES OF OWNER'S OPERATIONS AND MAINTENANCE MANUALS.
   3 – COPIES OF RECOMMENDED IRRIGATION SCHEDULE WITH PROPOSED APPLICATION RATES.
   6 – EXTRA SPRAY / ROTOR HEADS FOR EACH TYPE USED ON THE PROJECT.

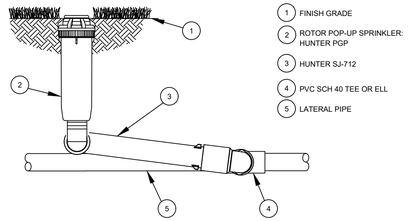



**NOTES:**
1. DEPTH MEASUREMENTS ARE TO BE DONE FROM FINISH GRADE TO TOP OF PIPE.
2. PROVIDE A 6" MINIMUM VERTICAL SEPARATION BETWEEN MAINLINES AND LATERAL LINES.
3. ALL TRENCHES SHALL BE BACKFILLED WITH CLEAN SOIL FREE OF DEBRIS & NOXIOUS WEEDS.

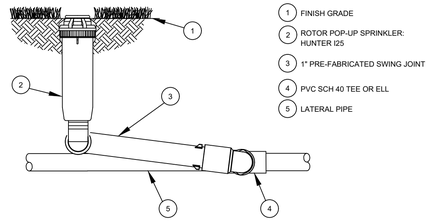
### TRENCHING DETAIL
SCALE: NTS




### ELECTRIC VALVE INSTALLATION DETAIL
SCALE: NTS




### PGP ROTOR DETAIL
SCALE: NTS




### I-25 ROTOR DETAIL
SCALE: NTS

## ELECTRICAL NOTES

1. ELECTRICAL INSTALLATIONS ARE TO CONFORM WITH ALL APPLICABLE CODES, LAWS, AND STATUES, ANSI C2 "NATIONAL ELECTRICAL SAFETY CODE', NFPA 70 "NATIONAL ELECTRICAL CODE", AND THE AUTHORITY HAVING JURISDICTION (AHJ).
2. ALL ELECTRICAL EQUIPMENT AND MATERIALS TO BE UL LISTED AND LABELED OR LISTED AND LABELED BY A NATIONALLY RECOGNIZED TESTING LABORATORY (NRTL).
3. THE IRRIGATION CONTRACTOR IS TO ARRANGE, COORDINATE, SCHEDULE AND PAY FOR THE INSTALLATION OF THE PUMP SYSTEM AND CONTROLLER ELECTRICAL SUPPLY FROM THE EXISTING DISCONNECT PANELS.

## PROGRAMMING NOTES

THE IRRIGATION CONTROLLER TO BE SET UP SO THE MASTER VALVE AT THE RECLAIM WATER METER IS MASTER VALVE 1. WHEN THE IRRIGATION IS BEING SUPPLIED BY THE WATER METER THE SYSTEM SHALL OPERATE TWO ZONES AT A TIME WITH A MAXIMUM FLOW OF 145 GPM.

THE IRRIGATION CONTROLLER TO BE SET UP SO THE MASTER VALVE AT THE WELL IS MASTER VALVE 2. WHEN THE SYSTEM IS OPERATED BY THE WELL THE MAXIMUM FLOW TO BE SET UP AS 80 GPM.

THE CONTROLLER TO HAVE ZONE FLOWS LEARNED BY THE CONTROLLER AND SHUT DOWN WHEN AN EXCESSIVE FLOW EVENT TAKE PLACE.

811 Know what's below. Call before you dig.


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(LC #2)
(EB 6516)

| NO | DATE | BY | SUBMITTALS / REVISIONS |
|---|---|---|---|

# PORT ORANGE CITY CENTER SPORTS COMPLEX EXPANSION FINAL ENGINEERING PLANS IRRIGATION PLAN & DETAILS

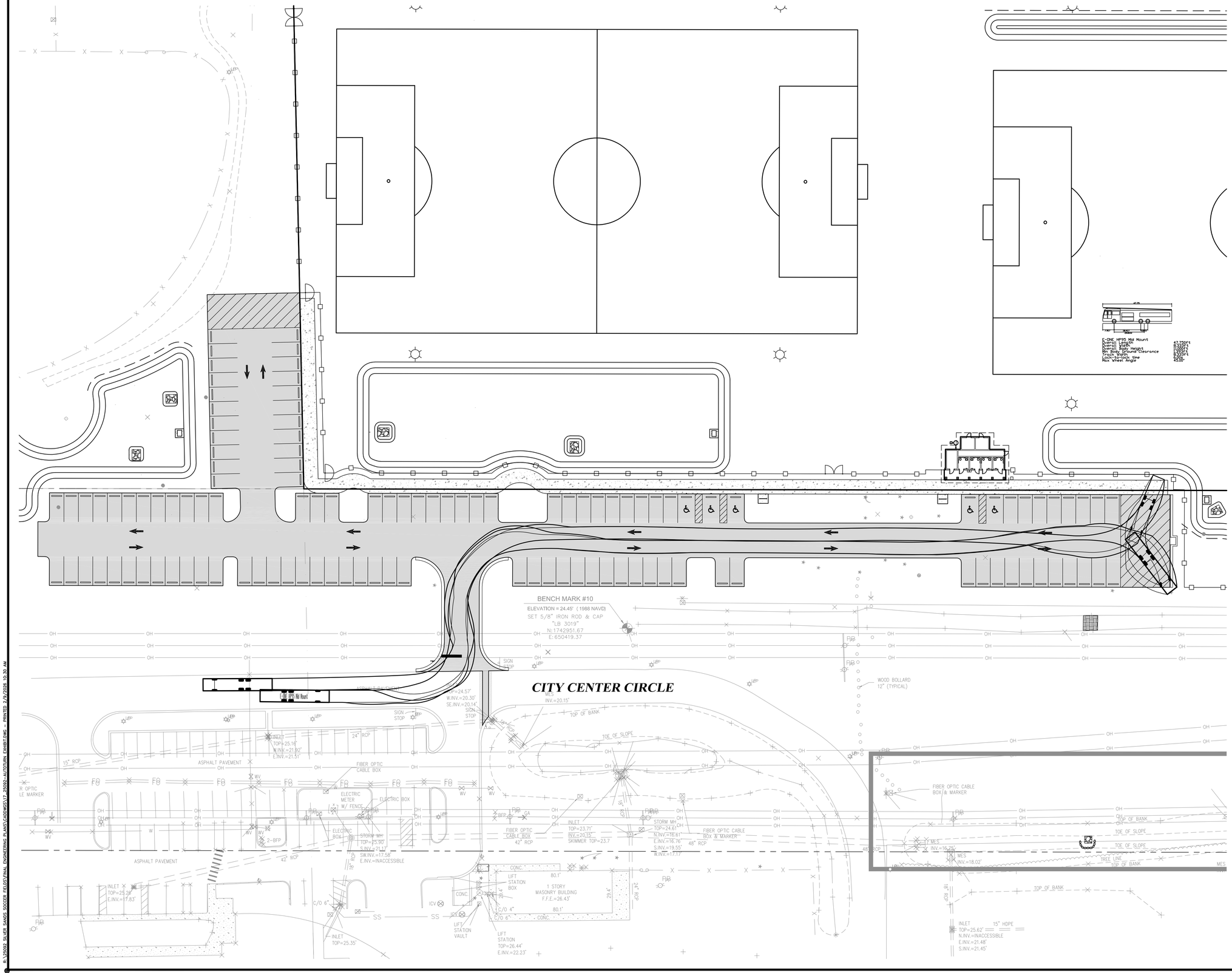
CITY OF PORT ORANGE — VOLUSIA COUNTY, FLORIDA

PROJECT NO: ZC 25092
DESIGNED BY: AM
DRAWN BY: AM
CHECKED BY: JES
DRAWING FILE: 25092-IR
XREF'S: XXXXX.DWG
XREF'S: XXXXX.DWG

JAKE STEHR, LA, NO. 6667462
NOT VALID WITHOUT SEAL

SHEET: IR2 OF ##


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(LC 42)
(EB 6516)

| NO. | DATE | BY | SUBMITTALS / REVISIONS |
|---|---|---|---|
| 1 | 11-21-25 | SM | INITIAL SUBMITTAL SET |

# PORT ORANGE CITY CENTER SPORTS COMPLEX EXPANSION FINAL ENGINEERING PLANS AUTOTURN EXHIBIT

CITY OF PORT ORANGE — VOLUSIA COUNTY, FLORIDA

PROJECT NO: ZC 25092

DESIGNED BY: SM

DRAFTED BY: GMC

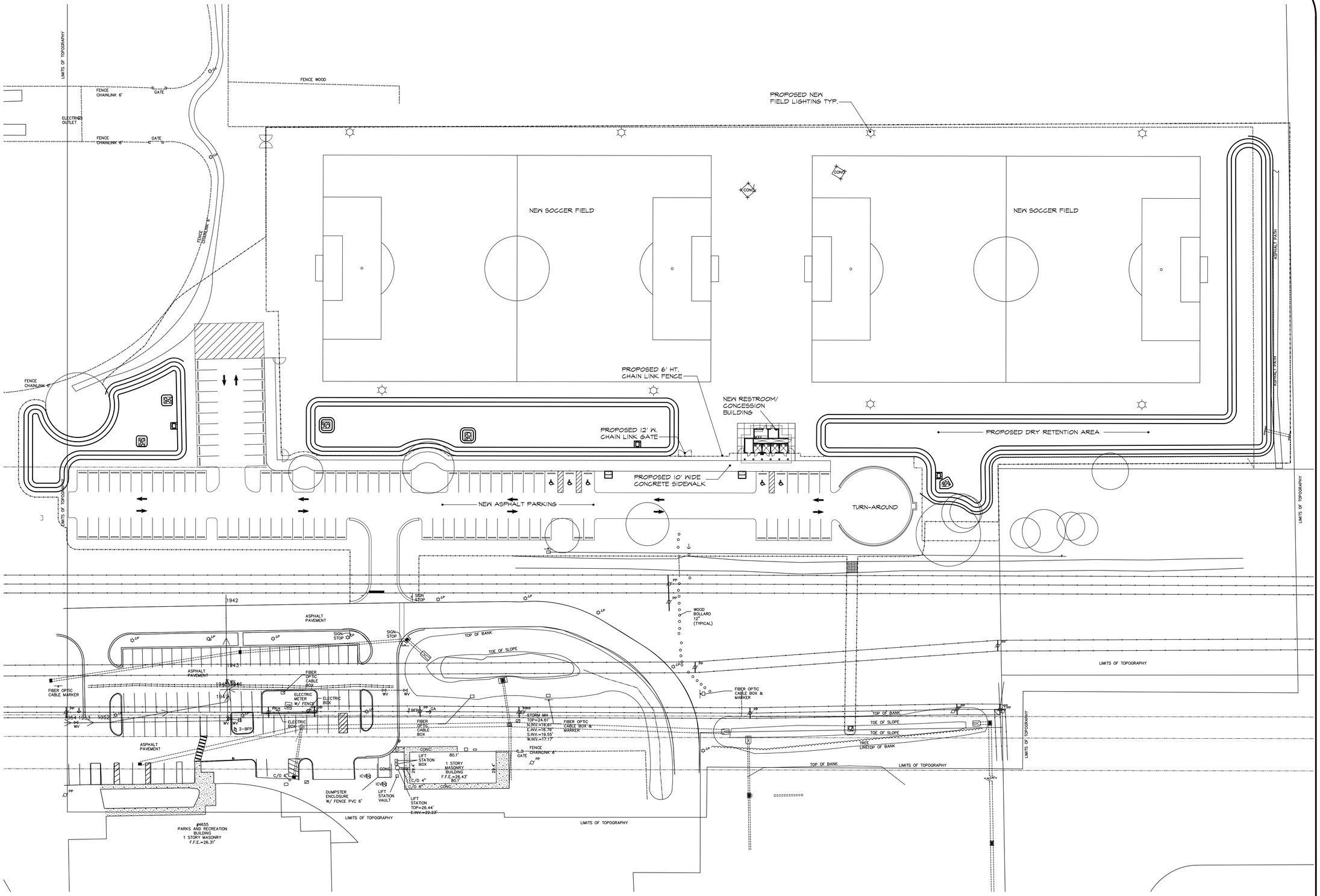
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DRAWING FILE: 17_25092-AUTOTURN EXHIBIT
XREF'S: XXXXX.DWG
XREF'S: XXXXX.DWG

ROBERT J. BALL, P.E., NO.60001
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SHEET: AT1 OF 1

B:\25092 SILVER SANDS SOCCER FIELDS\FINAL ENGINEERING PLANS\CADD\ACS\17-25092-AUTOTURN EXHIBIT.DWG — PRINTED: 2/9/2026 10:30 AM




ARCHITECTURAL SITE PLAN

SCALE: 1" = 40'

N


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AA-C000925


REVISIONS

| NO. | DATE | DESCRIPTION |
|---|---|---|
| | | |

DOCUMENT HISTORY

# CITY CENTER SPORTS COMPLEX EXPANSION PARKS AND RECREATION CITY OF PORT ORANGE

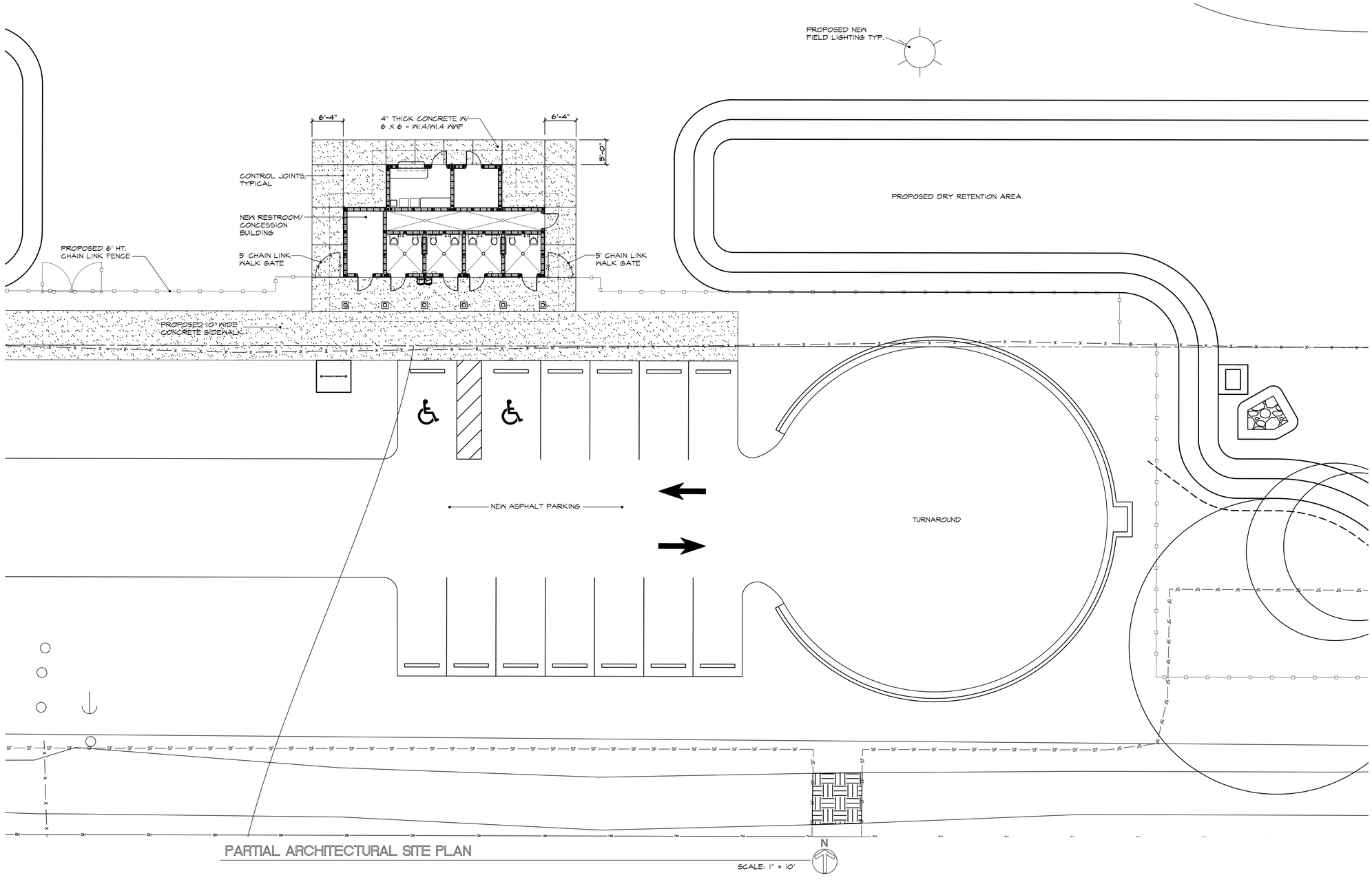
4625 CITY CENTER DRIVE
PORT ORANGE, FL

ARCH/ENGR OF RECORD
JOHN E. HALL AR0010727
DAVID D. OGLE AR93986

| DESIGNED BY | DRAWN BY |
|---|---|
| DO | DO |
| ISSUE DATE | AE PROJECT NUMBER |
| 6-MAR-2026 | 2508 |

SHEET TITLE
ARCHITECTURAL SITE PLAN

DRAWING NO.
A1.0




PARTIAL ARCHITECTURAL SITE PLAN

SCALE: 1" = 10'

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DOCUMENT HISTORY

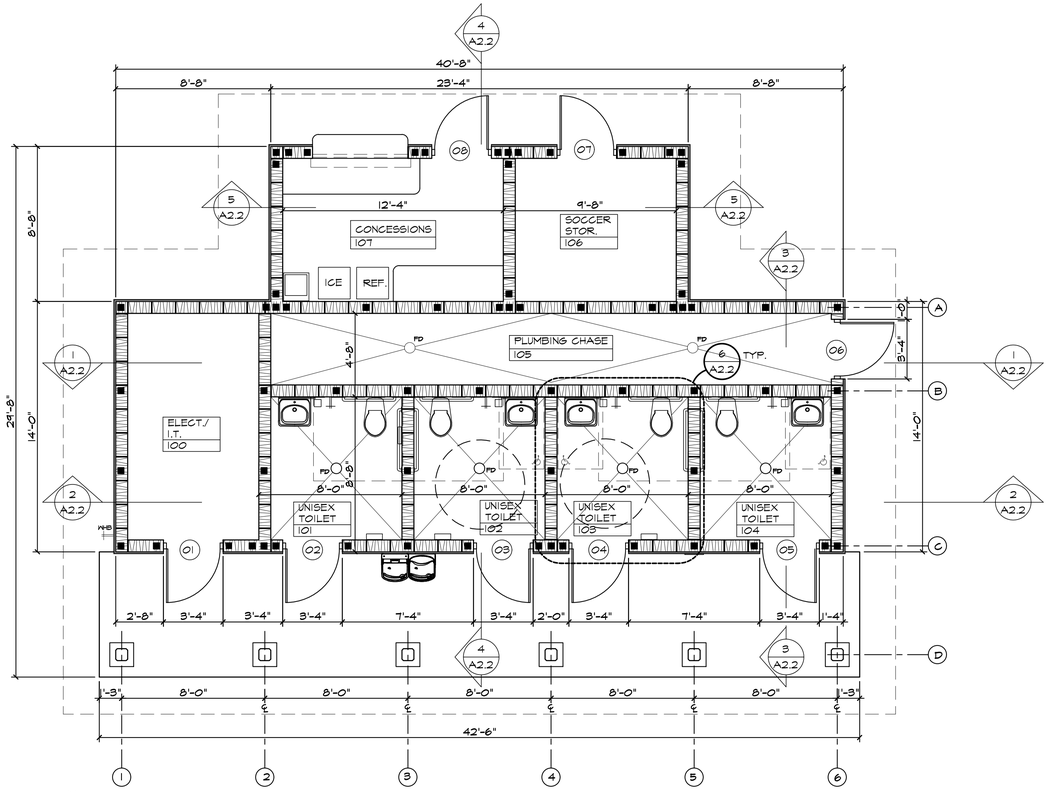
CITY CENTER
SPORTS COMPLEX EXPANSION
PARKS AND RECREATION
CITY OF PORT ORANGE
4625 CITY CENTER DRIVE
PORT ORANGE, FL

ARCH/ENGR OF RECORD
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| DESIGNED BY | DRAWN BY |
|---|---|
| DO | DO |
| ISSUE DATE | AE PROJECT NUMBER |
| 6-MAR-2026 | 2508 |

SHEET TITLE
PARTIAL ARCHITECTURAL SITE PLAN

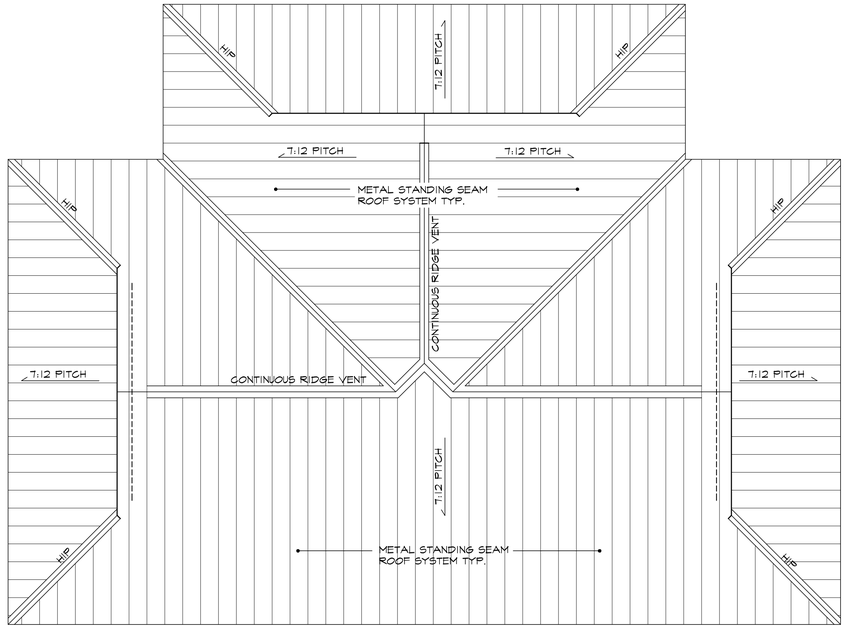
DRAWING NO.
A1.1




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## FLOOR PLAN

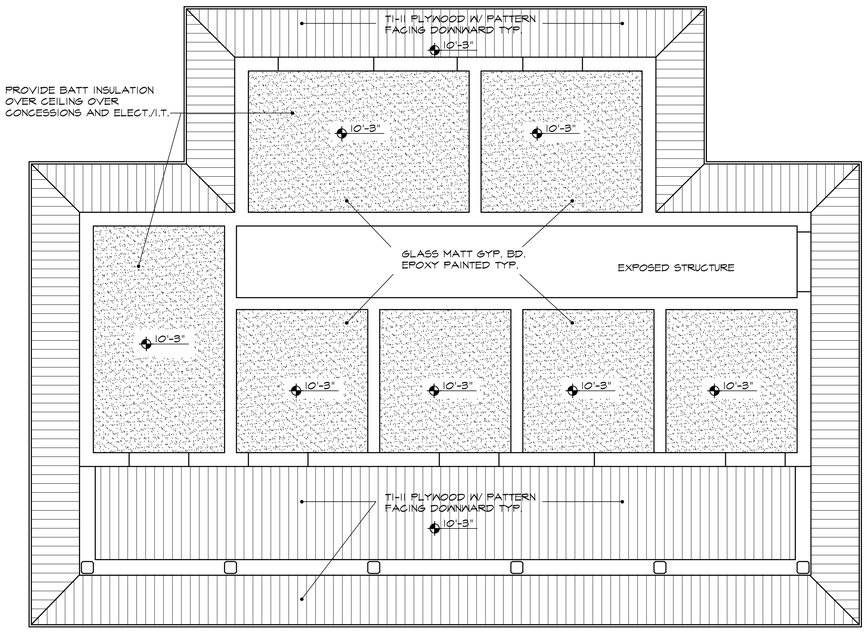
SCALE: 1/4" = 1'-0"




N

## ROOF PLAN

SCALE: 1/4" = 1'-0"




N

## REFLECTED CEILING PLAN

SCALE: 1/4" = 1'-0"


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| | | |

DOCUMENT HISTORY

# CITY CENTER SPORTS COMPLEX EXPANSION PARKS AND RECREATION CITY OF PORT ORANGE

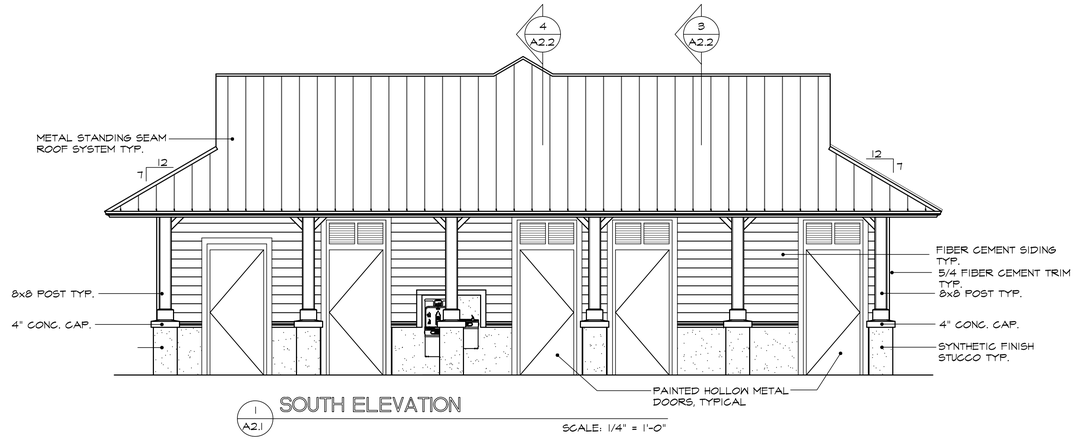
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DAVID D. OGLE AR93986

| DESIGNED BY | DRAWN BY |
|---|---|
| DO | DO |
| ISSUE DATE | AE PROJECT NUMBER |
| 6-MAR-2026 | 2508 |

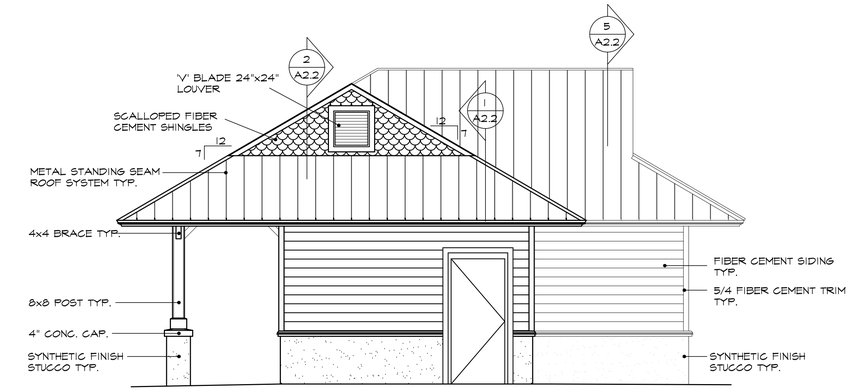
SHEET TITLE
FLOOR PLAN, ROOF PLAN, REFLECTED CEILING PLAN

DRAWING NO.
A2.0



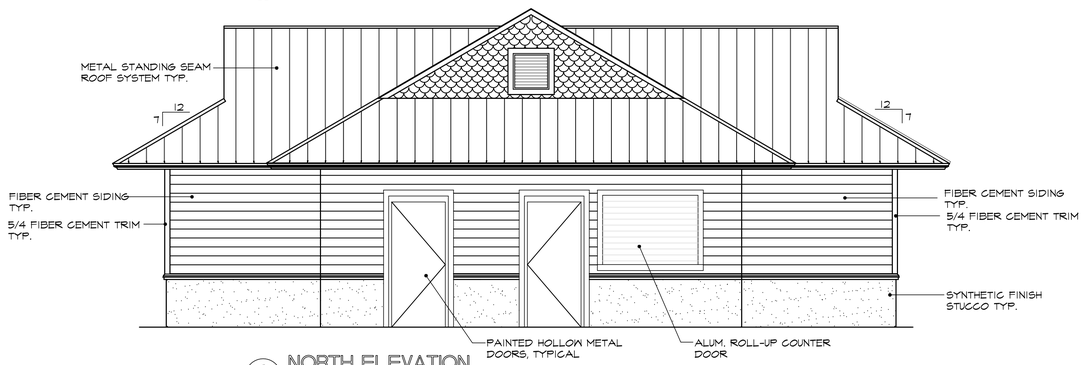

1 A2.1 SOUTH ELEVATION

SCALE: 1/4" = 1'-0"



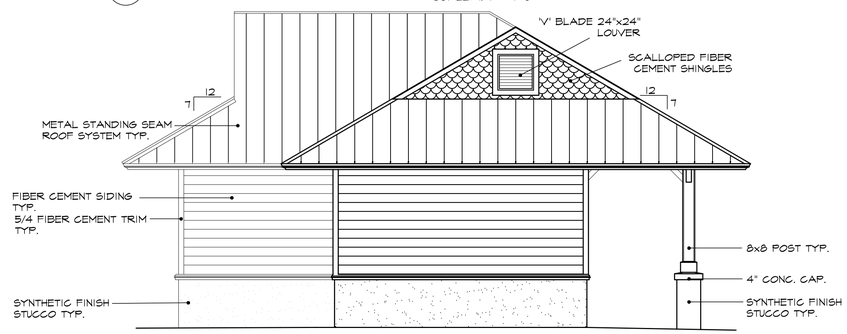

2 A2.1 EAST ELEVATION

SCALE: 1/4" = 1'-0"




3 A2.1 NORTH ELEVATION

SCALE: 1/4" = 1'-0"

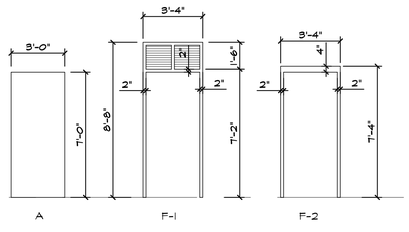



4 A2.1 WEST ELEVATION

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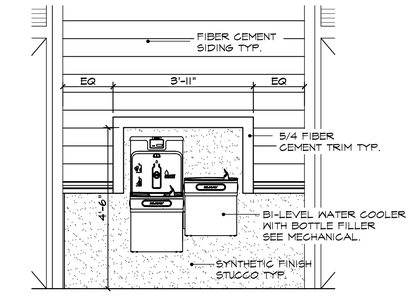
## DOOR SCHEDULE

| DOOR NUMBER | DOOR TYPE | SIZE: DOOR WIDTH | SIZE: DOOR HEIGHT | SIZE: DOOR THICKNESS | HINGE: SINGLE DOOR | HINGE: DOUBLE DOOR | TYPE: FIBERGLASS REINFD PLASTIC | TYPE: HOLLOW METAL | TYPE: HOLLOW METAL W/ VISION GLAZING | ASSEMBLY FIRE RATING: NON RATED | FRAME: FIBERGLASS REINFD PLASTIC | FRAME: HOLLOW METAL | DETAILS: HEAD | DETAILS: JAMB | SILL | HARDWARE SET NUMBER | NOTES |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 01 | A | 3'-0" | 7'-0" | 1-3/4" | O | | | O | | O | | O | F-2 | 5 | 8 | 4 | 2 | |
| 02 | A | 3'-0" | 7'-0" | 1-3/4" | O | | | O | | O | | O | F-1 | 6/7 | 8 | 4 | 1 | |
| 03 | A | 3'-0" | 7'-0" | 1-3/4" | O | | | O | | O | | O | F-1 | 6/7 | 8 | 4 | 1 | |
| 04 | A | 3'-0" | 7'-0" | 1-3/4" | O | | | O | | O | | O | F-1 | 6/7 | 8 | 4 | 1 | |
| 05 | A | 3'-0" | 7'-0" | 1-3/4" | O | | | O | | O | | O | F-1 | 6/7 | 8 | 4 | 1 | |
| 06 | A | 3'-0" | 7'-0" | 1-3/4" | O | | | O | | O | | O | F-2 | 5 | 8 | 4 | 2 | |
| 07 | A | 3'-0" | 7'-0" | 1-3/4" | O | | | O | | O | | O | F-2 | 5 | 8 | 4 | 2 | |
| 08 | A | 3'-0" | 7'-0" | 1-3/4" | O | | | O | | O | | O | F-2 | 5 | 8 | 4 | 2 | |




DOOR/ FRAME TYPES

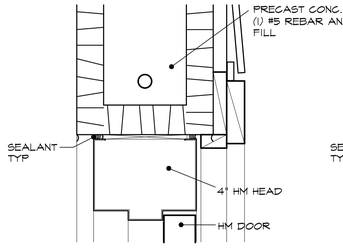
SCALE: 1/4" = 1'-0"




10 A2.1 PARTIAL SOUTH ELEVATION

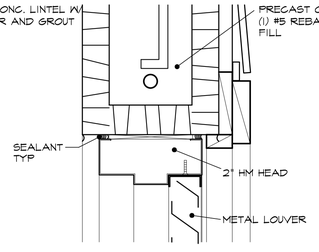
AT ADA WATER COOLER

SCALE: 1/2" = 1'-0"



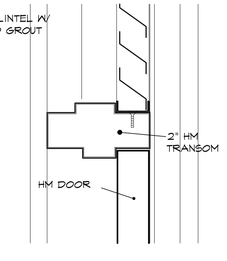

5 A2.1 HEAD DETAIL

SCALE: 3" = 1'-0"



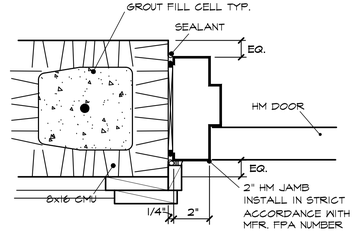

6 A2.1 HEAD DETAIL

SCALE: 3" = 1'-0"



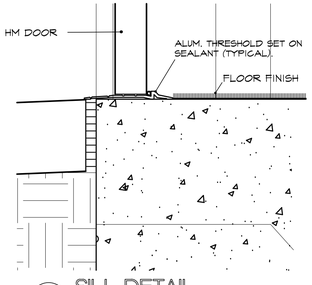

7 A2.1 HEAD/ TRANSOM DETAIL

SCALE: 3" = 1'-0"



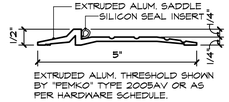

8 A2.1 JAMB DETAIL

SCALE: 3" = 1'-0"




9 A2.1 SILL DETAIL

SCALE: 3" = 1'-0"




EXTRUDED ALUM. THRESHOLD SHOWN BY "PEMKO" TYPE 2005AV OR AS PER HARDWARE SCHEDULE.

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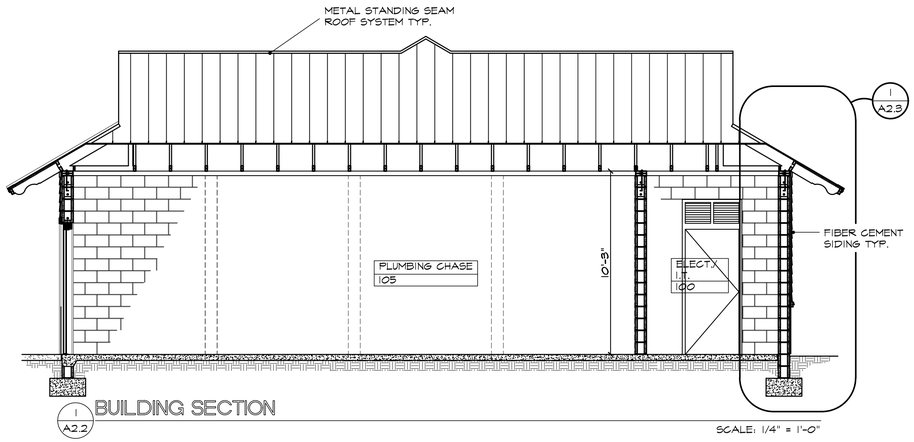
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|---|---|
| DO | DO |
| ISSUE DATE | AE PROJECT NUMBER |
| 6-MAR-2026 | 2508 |

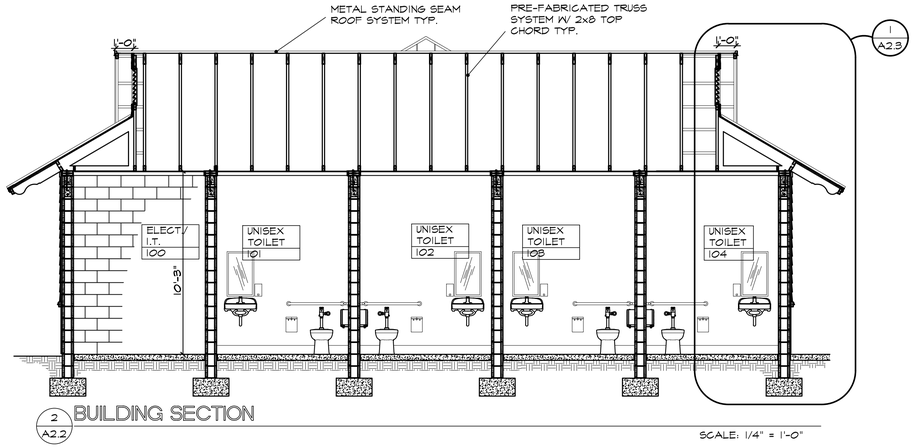
SHEET TITLE
EXTERIOR ELEVATIONS / DOOR SCHEDULE / TYPES / DETAILS

DRAWING NO.
A2.1



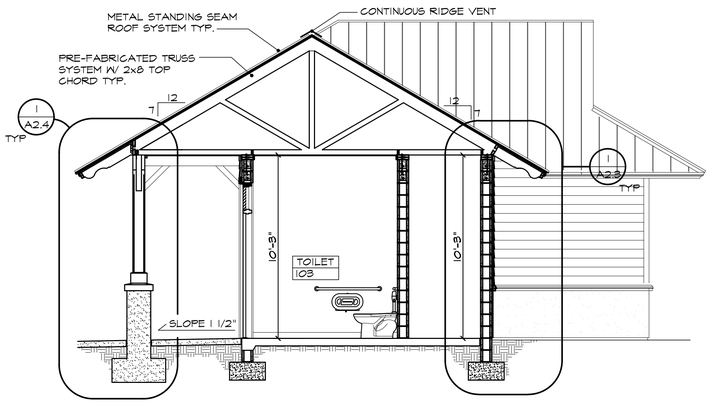

1 A2.2 BUILDING SECTION

SCALE: 1/4" = 1'-0"



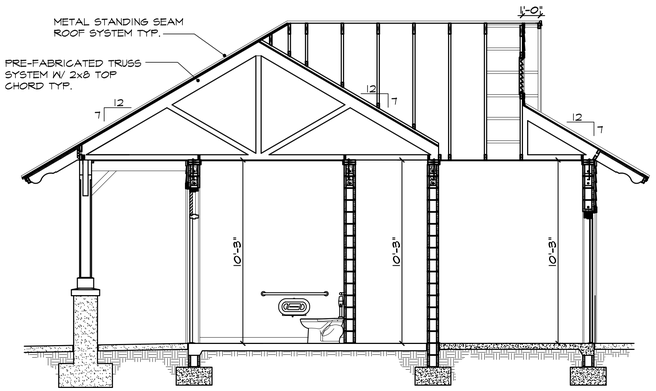

2 A2.2 BUILDING SECTION

SCALE: 1/4" = 1'-0"



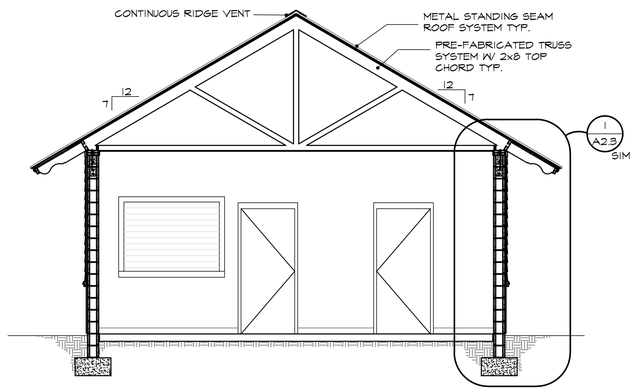

3 A2.2 BUILDING SECTION

SCALE: 1/4" = 1'-0"



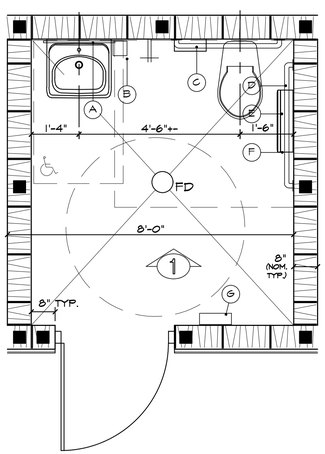

4 A2.2 BUILDING SECTION

SCALE: 1/4" = 1'-0"



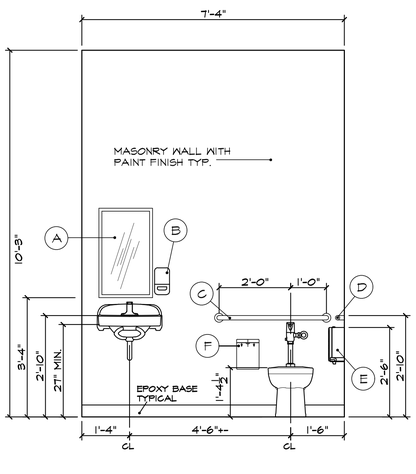

5 A2.2 BUILDING SECTION

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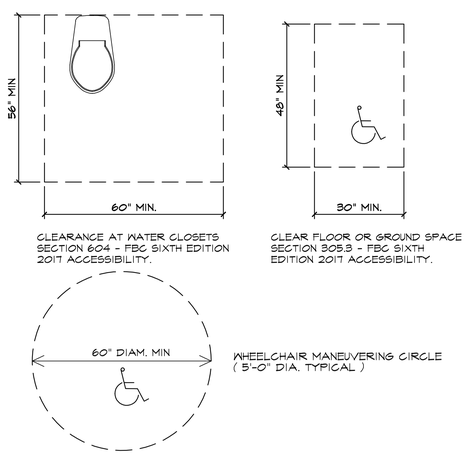

6 A2.2 TYPICAL RESTROOM PLAN SCALE: 1/2" = 1'-0"

NOTE: OPP-HAND SIMILAR - SEE OVERALL RESTROOM PLAN.




1 TYPICAL RESTROOM ELEVATION SCALE: 1/2" = 1'-0"

NOTE: OPP-HAND SIMILAR - SEE OVERALL RESTROOM PLAN.




CLEARANCE AT WATER CLOSETS SECTION 604 - FBC SIXTH EDITION 2017 ACCESSIBILITY.

CLEAR FLOOR OR GROUND SPACE SECTION 305.3 - FBC SIXTH EDITION 2017 ACCESSIBILITY.

## ACCESSIBILITY CLEARANCES

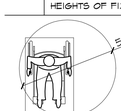
NOTE: CLEARANCES AS SHOWN ON FLOOR PLANS PER FBC SIXTH EDITION 2017 ACCESSIBILITY.

### TOILET ACCESSORY KEY

| SYMBOL | ITEM | MANUF./ NO. |
|---|---|---|
| A | MIRROR 18X30 | BOBRICK B-2908 1830 |
| B | KEY LOCK STAINLESS STEEL SOAP DISPENSER 1 LITER | ULINE - SBS-98123 |
| C | STAINLESS STEEL GRAB BARS (36") | BOBRICK B-6806 |
| D | STAINLESS STEEL GRAB BARS (42") | BOBRICK B-6806 |
| E | TWIN TOILET PAPER HOLDER | BOBRICK B-2842 |
| F | SANITARY NAPKIN DISPOSAL (SURFACE) | BOBRICK B-270 |
| G | SURFACE MOUNTED HAND DRYER | XLERATOR ECO XL-SB-ECO |

### ADA ACCESSIBILITY NOTES

TOILET ROOMS SHALL CONFORM TO THE REQUIREMENTS OF THE FLORIDA BUILDING CODE FOR HANDICAPPED ACCESSIBILITY, INCLUDING ALL AMENDMENTS AND REVISIONS TO DATE. MOUNTING HEIGHTS OF FIXTURES AND ACCESSORIES SHALL BE AS FOLLOWS.




WHEELCHAIR MANEUVERING CIRCLE ( 5'-0" DIA. TYPICAL )

1 WALL ELEVATION REFERENCE

| | |
|---|---|
| 1 | WATER CLOSET SEAT HEIGHT - 1'-4 1/2" |
| 2 | CENTER LINE OF WATER CLOSET TO SIDE WALL - 1'-6" |
| 3 | FLUSH VALVE HANDLE LOCATED ON APPROACH SIDE OF W.C. |
| 4 | GRAB BAR BEHIND WATER CLOSET - 36" LONG MIN. |
| 5 | GRAB BAR ON SIDE OF WATER CLOSET - 42" LONG MIN. |
| 6 | GRAB BAR MOUNTING HEIGHT- 34" AFF TO CENTER LINE OF BAR. |
| 7 | GRAB BAR DIAMETER - 1 1/2" |
| 8 | SPACE BETWEEN GRAB BAR AND WALL - 1 1/2" |
| 9 | TOILET PAPER DISPENSER - 36" MAX FROM REAR WALL, 30" AFF. |
| 10 | BOTTOM EDGES OF MIRRORS WILL BE A MAX. OF 40" AFF. |
| 11 | KNEE CLEARANCE AT LAVATORY - APRON 29" MIN. HEIGHT, 8" MIN. DEPTH. |
| 13 | LAVATORY RIM SURFACE - 34" MAX AFF. |
| 14 | POSITION MIRROR AND LAV. FAUCET CENTER TO LAV. BASIN. |
| 15 | PROVIDE ADA SYMBOL FOFR ADA ACCESSIBLE TOILET ROOMS. SIGNS SHALL BE MOUNTED ON THE EXTERIOR WALL ADJACENT TO THE TOILET ROOM DOOR. |
| 16 | FLUSH VALVE HANDLE TO BE POSITIONED TO FACE BASIN SIDE OF ALL ADA ACCESSIBLE TOILER ROOMS AND TOILET STALLS. |
| 17 | HOT WATER AND DRAIN PIPES UNDER LAVATORIES SHALL BE INSULATED OR OTHERWISE CONFIGURED TO PROTECT AGAINST CONTACT. THERE SHALL BE NO SHARP OR ABRASIVE SURFACES UNDER LAVATORIES. |

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DOCUMENT HISTORY

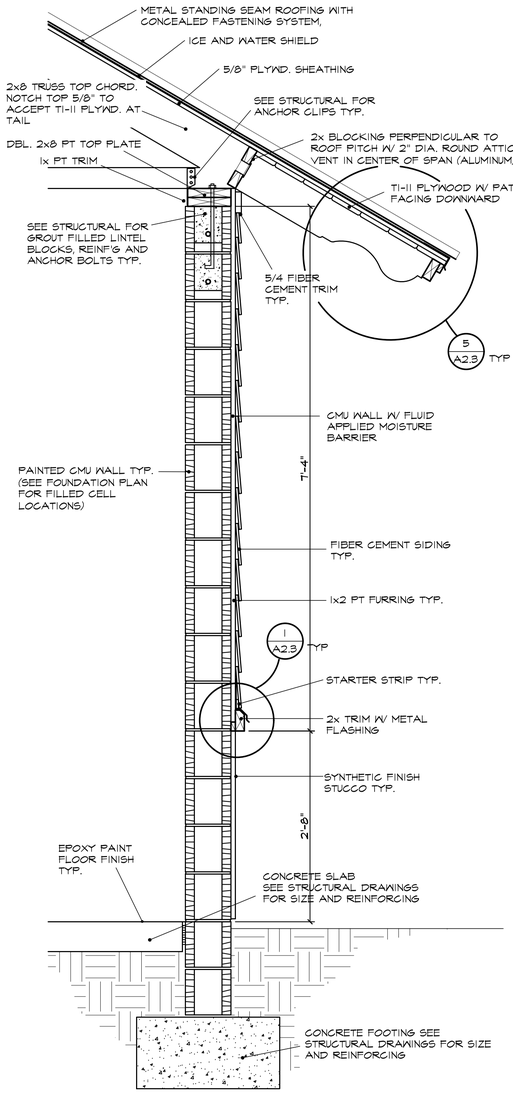
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4625 CITY CENTER DRIVE
PORT ORANGE, FL

ARCHENGR OF RECORD
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DAVID D. OGLE AR93986

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| DO | DO |
| ISSUE DATE | AE PROJECT NUMBER |
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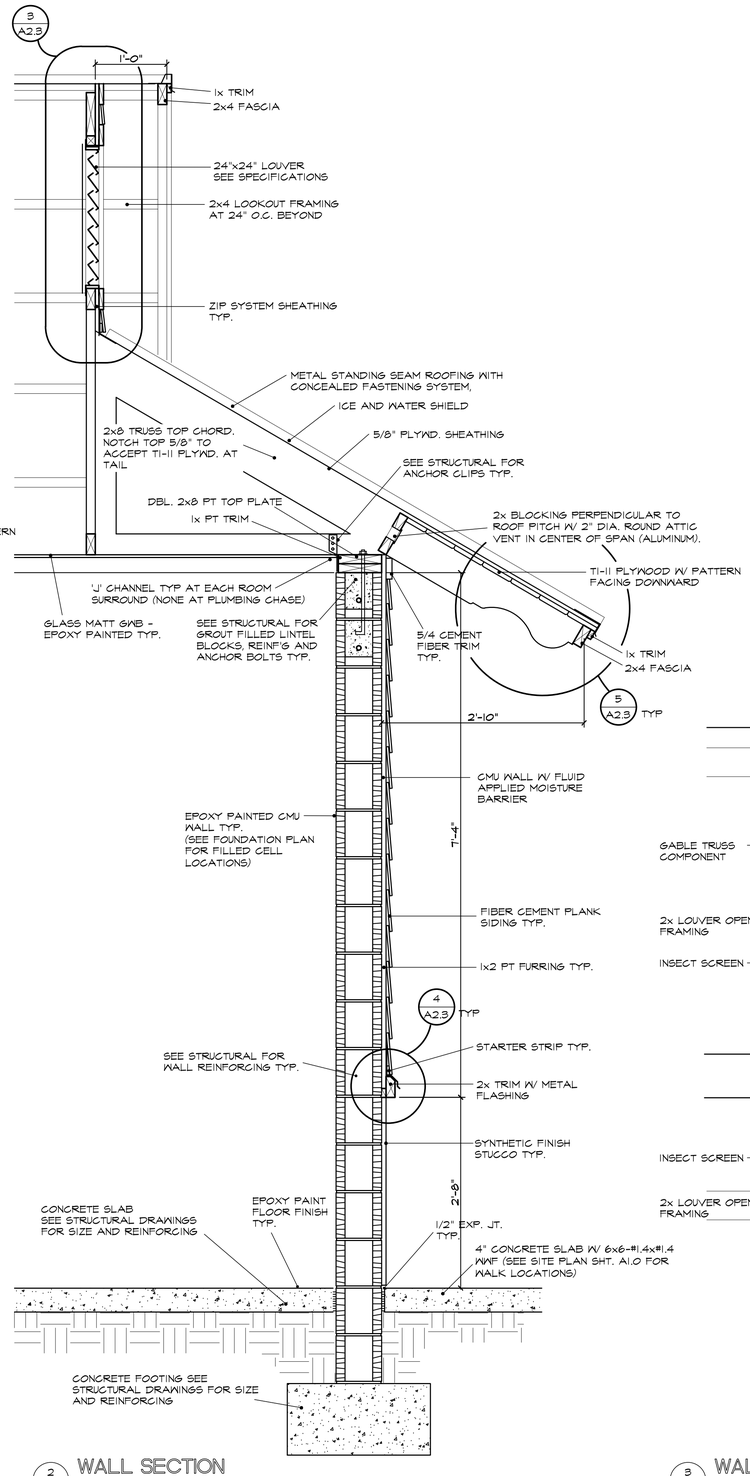
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BUILDING SECTIONS / ENLARGED TOILET PLAN / ELEVATION / NOTES

DRAWING NO.
A2.2



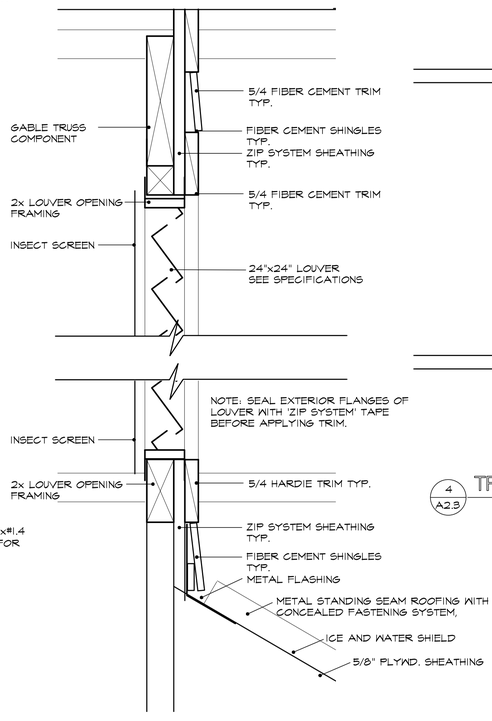

1 A2.3 WALL SECTION

SCALE: 1" = 1'-0"



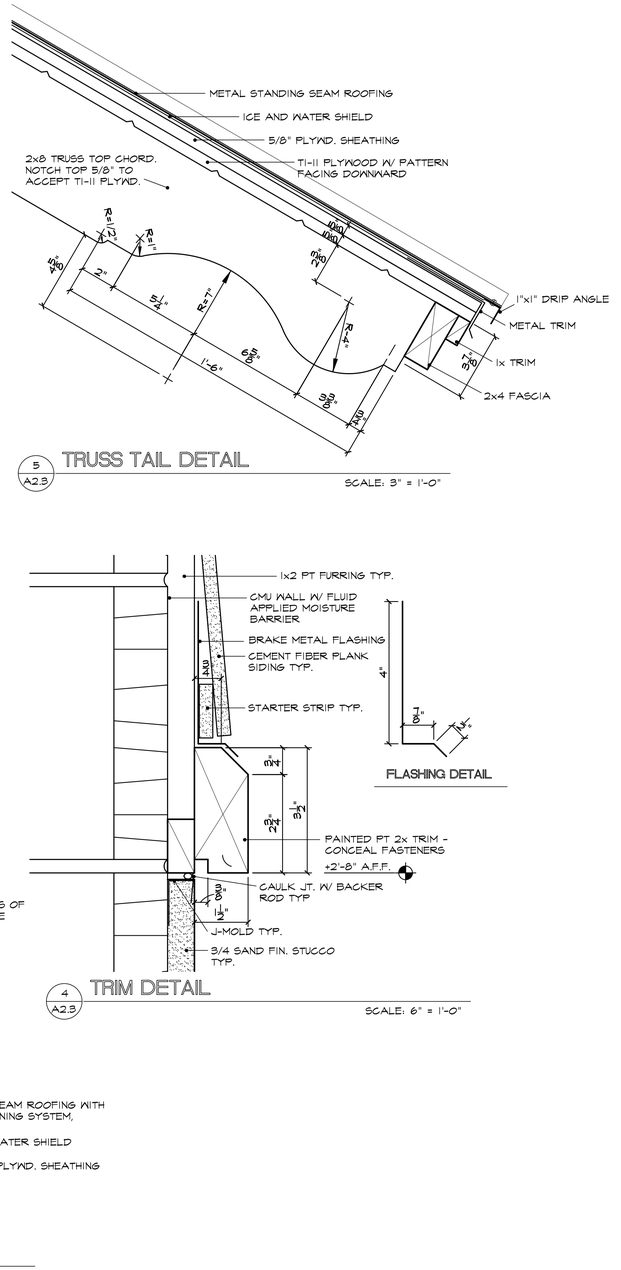

2 A2.3 WALL SECTION

SCALE: 1" = 1'-0"




3 A2.3 WALL SECTION

SCALE: 3" = 1'-0"




5 A2.3 TRUSS TAIL DETAIL

SCALE: 3" = 1'-0"




4 A2.3 TRIM DETAIL

SCALE: 6" = 1'-0"

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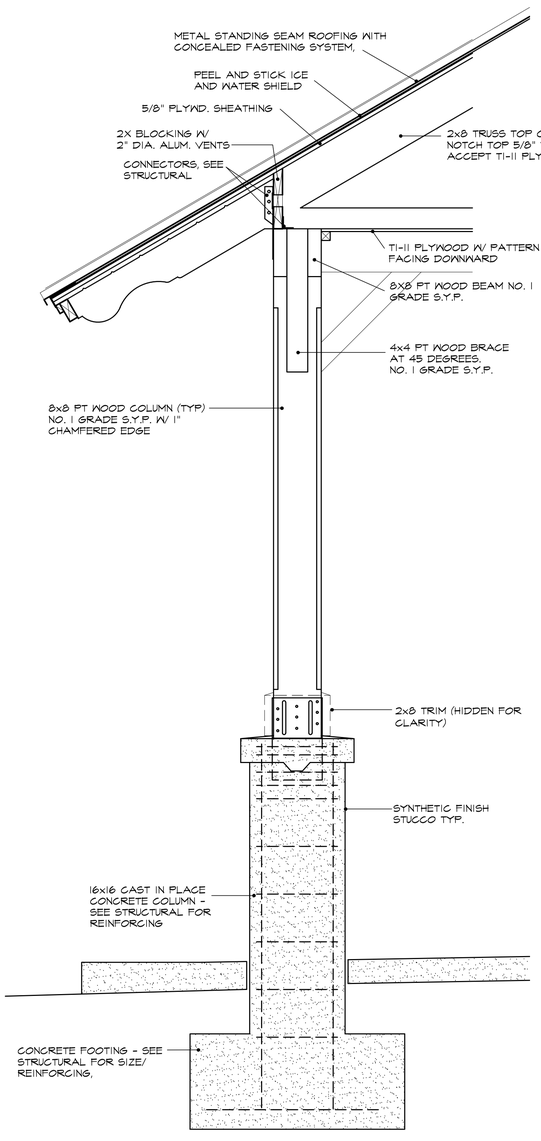
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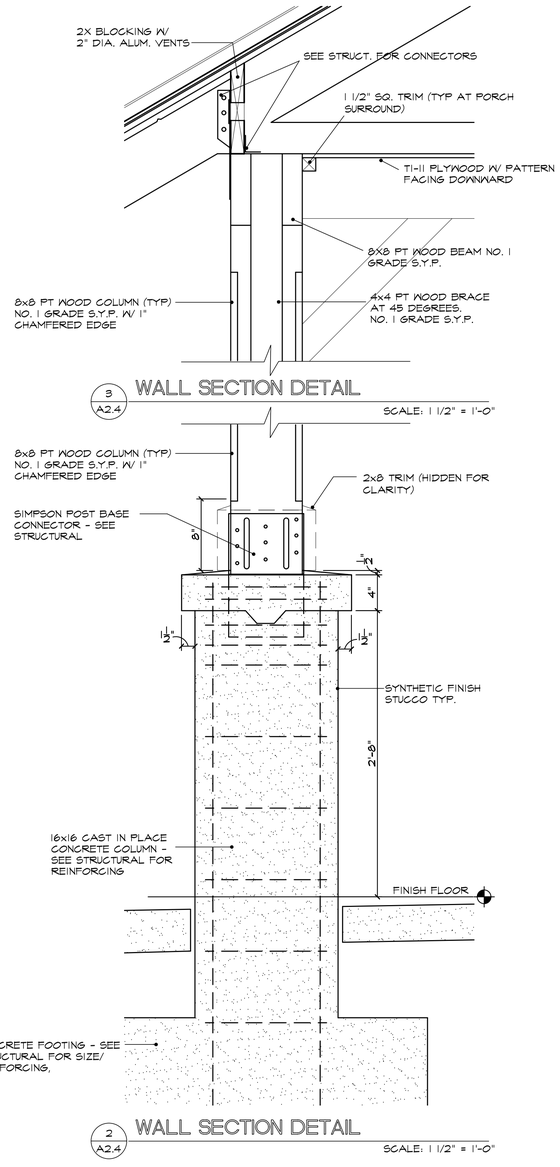
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WALL SECTIONS / DETAILS

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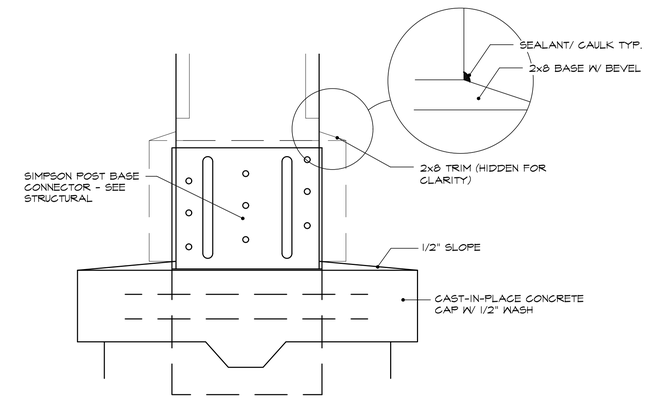

1 A2.4 **WALL SECTION**

SCALE: 1" = 1'-0"




2 A2.4 **WALL SECTION DETAIL**

SCALE: 1 1/2" = 1'-0"




3 A2.4 **ELEVATION OF POST BASE**

NOTE: CONCRETE CAP TO BE CAST IN PLACE.

SCALE: 3" = 1'-0"

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SHEET TITLE
WALL SECTIONS / DETAILS

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A2.4

# SPECIAL CONDITIONS, REQUIREMENTS AND NOTES TO OWNER, DEVELOPER AND CONTRACTORS

CONTRACTOR, BUILDER AND SUBCONTRACTORS INVOLVED IN ANY FORM OF CONSTRUCTION USING THESE DOCUMENTS SHALL INFORM THE OWNER AND DEVELOPER IN WRITING PRIOR TO CONSTRUCTION OF THE FOLLOWING RESPONSIBILITIES, PERFORMANCE CRITERIA AND LIMITATIONS AND RISKS ASSOCIATED WITH CONSTRUCTION. IF THE OWNER, DEVELOPER OR CONTRACTOR IS NOT ABLE TO ACCEPT RESPONSIBILITIES OR PERFORMANCE CRITERIA AND LIMITATIONS, NOTIFY OUR OFFICE PRIOR TO START OF CONSTRUCTION. IT SHALL BE EXPRESSLY UNDERSTOOD THAT THE ENGINEER IS NOT RESPONSIBLE OR LIABLE FOR THE LACK OF PERFORMANCE OF MATERIALS, SYSTEMS OR DESIGNS NOT BEING LIMITED TO ITEMS OUTLINED BELOW. CONTRACTORS AND SUBCONTRACTORS SHALL THOROUGHLY REVIEW ALL CONDITIONS AND RESPONSIBILITIES STATED IN THESE NOTES, GENERAL STRUCTURAL NOTES, PLANS, SECTIONS AND DETAILS AND SHALL NOTIFY THE ENGINEER AND OWNER IN WRITING PRIOR TO CONSTRUCTION OF ANY CONDITIONS OR RESPONSIBILITIES WHICH ARE NOT ACCEPTABLE OR NOT UNDERSTOOD.

1. DUE TO MOISTURE VARIATIONS AS A RESULT OF AMBIENT CONDITIONS AND MATERIAL CONDITIONS AT TIME OF CONSTRUCTION, WOOD MEMBERS ARE SUSCEPTIBLE TO VOLUME AND SHAPE CHANGES AND DIMENSIONAL VARIATIONS. SPANNING MEMBERS MAY ALSO DEFLECT VERTICALLY OR LATERALLY. SHEATHING, DRYWALL OR ARCHITECTURAL SURFACES SUPPORTED BY WOOD MEMBERS MAY DISTORT, CRACK AND BULGE DUE TO THESE FACTORS.

2. PLAIN CONCRETE, REINFORCED CONCRETE OR CONCRETE MASONRY DEVELOP CRACKS. THE CRACKS ARE DUE TO INHERENT SHRINKAGE, CREEP AND RESTRAINING EFFECTS. CRACKS ARE NORMALLY COSMETIC AND THE SYSTEM MAINTAINS SERVICEABILITY AND STRENGTH REQUIREMENTS. JOINTS MAY BE INDICATED TO CONTROL CRACKING, BUT ARE NOT MEANT TO ELIMINATE ALL CRACKING, AS THIS IS NOT PRACTICAL. THE CONTRACTOR SHALL USE ALL STANDARD MEANS TO INSURE PROPER PROTECTION AND CURING OF CEMENTIOUS MATERIALS TO REDUCE CRACKING. SURFACE SPALLING OR EXTREME CRACKING MAY BE CAUSED BY POOR MATERIAL OR PLACEMENT. CONTACT OUR OFFICE FOR POSSIBLE REPAIR REQUIREMENTS.

3. FOUNDATIONS HAVE BEEN DESIGNED WITHOUT A SOIL INVESTIGATION OR RECOMMENDATIONS FROM A GEOTECHNICAL CONSULTANT. FOUNDATIONS ARE TO BEAR ON STABLE SOILS COMPETENT IN SUSTAINING LOADS STATED IN THE FOUNDATION NOTES BELOW WITHOUT EXCESSIVE SETTLEMENT OR HEAVE. BE ADVISED THAT FOUNDATION MOVEMENT MAY OCCUR AND THAT DESIGNS CONTAINED HEREIN DO NOT ATTEMPT TO MITIGATE SOIL CONDITIONS. STRUCTURES MAY BE AT RISK OF DAMAGE WHERE STABLE SOILS ARE NOT PRESENT. ATTENTION TO PROPER SOIL PREPARATION, GRADING AS WELL AS PROPER DRAINAGE AWAY FROM STRUCTURE, IS ESSENTIAL IN REDUCING SOIL MOVEMENT.

4. PLYWOOD OR APA RATED SHEATHING (OSB) AS NOTED ON DRAWINGS OR NOTES MAY BE A MINIMUM AS REQUIRED FOR STRUCTURAL LOADS. CONTRACTOR, DEVELOPER AND/OR OWNER SHALL BE RESPONSIBLE FOR SPECIFYING ALTERNATE THICKNESS OR SPAN RATING REQUIREMENTS TO SATISFY ROOFING WARRANTIES, NOISE RESTRICTIONS OR SUPPLEMENTAL DEFLECTION CRITIA. CONTACT ENGINEER FOR INCREASED NAILING REQUIREMENTS FOR ALTERNATE SHEATHING.

5. VARIATION IN DIMENSIONS MAY OCCUR AS A RESULT OF THERMAL INFLUENCES, NATURAL DEFLECTIONS AND/OR CAMBERS OF MEMBERS. AS A RESULT, QUANTITIES MAY VARY AND ARCHITECTURAL FINISHES MAY BE AT RISK OF COSMETIC VARIATION OR DAMAGE. MAXIMUM FLOOR AND ROOF DEFLECTIONS FOR THIS PROJECT ARE ESTIMATED AT 0.375 INCHES.

**6. THE ENGINEER SHALL NOT BE RESPONSIBLE FOR VARIATIONS TO PLANS BETWEEN BID PROCESS AND FINALIZED APPROVED DOCUMENTS RELEASED FOR CONSTRUCTION. ADDITIONS AND ALTERATIONS MAY BE MADE BETWEEN RELEASE OF BID DOCUMENTS AND FINALIZED CONSTRUCTION DOCUMENTS.**

7. DESIGNS HAVE BEEN COMPLETED USING THE CODE STATED IN THE BASIS FOR DESIGN. OTHER SPECIALIZED CODES OR DIRECTIVES (HUD, OSHA, ASSHTO, ETC.) ARE NOT USED IN THE PREPARATION OF THESE DOCUMENTS AND ARE NOT REFERENCED.

8. THESE DRAWINGS HAVE BEEN PREPARED USING STANDARDS OF PROFESSIONAL CARE AND COMPLETENESS NORMALLY EXERCISED UNDER SIMILAR CIRCUMSTANCES BY REPUTABLE STRUCTURAL ENGINEERS IN THIS OR SIMILAR LOCALITIES. THEY NECESSARILY ASSUME THAT THE WORK DEPICTED WILL BE PERFORMED BY AN EXPERIENCED CONTRACTOR, SUBCONTRACTOR AND/OR WORKPERSONS WHO HAVE A WORKING KNOWLEDGE OF THE APPLICABLE CODE STANDARDS AND REQUIREMENTS AND OF INDUSTRY ACCEPTED STANDARD GOOD PRACTICE. AS NOT EVERY CONDITION OR ELEMENT IS (OR CAN BE) EXPLICITLY SHOWN ON THESE DRAWINGS, IT IS UNDERSTOOD THAT THE CONTRACTOR WILL USE INDUSTRY ACCEPTED STANDARD GOOD PRACTICE FOR ALL WORK NOT EXPLICITLY SHOWN.

9. CALCULATION AND DESIGN OF MISCELLANEOUS NON-STRUCTURAL ITEMS, SUCH AS STAIRS, RAILINGS, NON-STRUCTURAL WALLS AND PREFABRICATED STRUCTURAL ITEMS, SUCH AS FLOOR AND ROOF TRUSSES, ARE NOT INCLUDED AND IS TO BE PROVIDED BY OTHERS UNLESS SPECIFICALLY NOTED ON THESE DRAWINGS.

10. THESE DRAWINGS REPRESENT THE FINISHED STRUCTURE. THEY DO NOT INDICATE THE METHOD OF CONSTRUCTION. THE CONTRACTOR SHALL BE SOLELY RESPONSIBLE FOR CONSTRUCTION MEANS, METHODS, TECHNIQUES, SEQUENCES AND PROCEDURES. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO DESIGN AND PROVIDE ADEQUATE SHORING, BRACING, FORMWORK, ETC. AS REQUIRED FOR THE PROTECTION OF LIFE AND PROPERTY DURING CONSTRUCTION. CONSTRUCTION MATERIALS SHALL BE UNIFORMLY SPREAD OUT SUCH THAT DESIGN LIVE LOAD PER SQUARE FOOT AS STATED HEREIN IS NOT EXCEEDED. VISITS TO THE SITE BY THE STRUCTURAL ENGINEER SHALL NOT INCLUDE INSPECTION OF THE ABOVE ITEMS.

11. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL EXCAVATION PROCEDURES INCLUDING SHORING AND PROTECTION OF ADJACENT PROPERTY, STRUCTURES, STREETS AND UTILITIES IN ACCORDANCE WITH THE LOCAL BUILDING DEPARTMENT. ALL WORK OR CONSTRUCTION SHALL COMPLY WITH ALL APPLICABLE BUILDING CODES, REGULATIONS AND SAFETY REQUIREMENTS.

12. THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFICATION OF ALL DIMENSIONS, CONDITIONS AND ELEVATIONS WITH ARCHITECTURAL DRAWINGS PRIOR TO START OF CONSTRUCTION. THE CONTRACTOR SHALL INFORM THE ARCHITECT IN WRITING OF ANY DISCREPANCIES OR OMISSIONS NOTED ON THE DRAWINGS. ANY SUCH DISCREPANCY, OMISSION, OR VARIATION NOT REPORTED BEFORE START OF CONSTRUCTION SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR.

13. WHERE REFERENCE IS MADE TO VARIOUS TEST STANDARDS FOR MATERIALS, SUCH STANDARDS SHALL BE THE LATEST EDITION AND/OR ADDENDA.

14. OPTIONS ARE FOR CONTRACTOR'S CONVENIENCE. IF AN OPTION IS USED, THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL NECESSARY CHANGES AND SHALL COORDINATE ALL DETAILS.

15. TYPICAL DETAILS AND NOTES SHALL APPLY, THOUGH NOT NECESSARILY INDICATED AT A SPECIFIC LOCATION ON PLANS. WHERE NO DETAILS ARE SHOWN, CONSTRUCTION SHALL CONFORM TO SIMILAR WORK ON THE PROJECT. DETAILS MAY SHOW ONLY ONE SIDE OF CONNECTION OR MAY OMIT INFORMATION FOR CLARITY. WHERE DISCREPANCIES OCCUR IN THESE DRAWINGS, NOTES AND DETAILS ON DRAWINGS SHALL TAKE PRECEDENCE OVER GENERAL STRUCTURAL NOTES AND TYPICAL DETAILS. SOME DETAILS NOTED ON THE TYPICAL DETAIL SHEETS MAY NOT BE APPLICABLE TO THIS SPECIFIC PROJECT AND ARE ONLY FOR INFORMATION. CONTACT STRUCTURAL ENGINEER FOR FURTHER INFORMATION REGARDING THESE DETAILS

16. ALL OPENINGS ARE NOT SHOWN ON THESE DRAWINGS. ESTABLISH AND VERIFY ALL OPENINGS AND INSERTS FOR ARCHITECTURAL, MECHANICAL, PLUMBING AND ELECTRICAL WITH APPROPRIATE TRADES, DRAWINGS AND SUBCONTRACTORS PRIOR TO CONSTRUCTION. OPENINGS MAY REQUIRE ADDITIONAL REINFORCING OR SUPPORTS AS SHOWN ON TYPICAL DETAILS. IF TYPICAL DETAILS FOR ALL CONDITIONS ARE NOT INCLUDED HEREIN, IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO REQUEST IN WRITING ADDITIONAL INFORMATION.

17. ALL INSPECTIONS REQUIRED BY THE BUILDING CODES, LOCAL BUILDING OFFICIALS, OR BY THESE PLANS SHALL BE PROVIDED BY AN INDEPENDENT INSPECTION COMPANY OR, THE BUILDING DEPARTMENT. INSPECTION REQUIREMENTS STATED HEREIN ARE PARTIAL. COMPLETE INSPECTION REQUIREMENTS SHALL BE AS DIRECTED BY THE LOCAL BUILDING DEPARTMENT. SITE VISITS BY THE ENGINEER DO NOT CONSTITUTE AN INSPECTION, UNLESS SPECIFICALLY CONTRACTED FOR.

**18. SHOP DRAWINGS (3 COPIES ONLY) SHALL BE SUBMITTED FOR ALL STRUCTURAL ITEMS. SHOP DRAWINGS ARE REVIEWED ONLY FOR GENERAL COMPLIANCE WITH THE STRUCTURAL DRAWINGS. REVIEW DOES NOT INDICATE THAT THE SHOP DRAWINGS ARE CORRECT OR COMPLETE. RESPONSIBILITY FOR CORRECTNESS SHALL REST WITH THE CONTRACTOR. ANY CHANGES, SUBSTITUTIONS, OR DEVIATIONS FROM CONTRACT DRAWINGS SHALL BE CLOUDED. ANY OF THE AFOREMENTIONED SHALL NOT BE CONSIDERED APPROVED AFTER ENGINEER'S REVIEW UNLESS SPECIFICALLY NOTED ACCORDINGLY. THE SHOP DRAWINGS DO NOT SUPERSEDE OR REPLACE THE ORIGINAL CONTRACT DRAWINGS. ANY ENGINEERING PROVIDED BY OTHERS AND SUBMITTED FOR REVIEW SHALL BEAR THE SEAL OF AN APPROPRIATELY REGISTERED ENGINEER. THE ENGINEER SHALL NOT BE RESPONSIBLE FOR THE ADEQUACY OF ENGINEERING DESIGNS PERFORMED BY OTHERS. ALLOW 5 WORKING DAYS FOR THE ENGINEER'S REVIEW. ONE COPY OF EACH SUBMITTAL WILL BE RETAINED FOR THE ENGINEER'S RECORDS.**

**19. IF A CONTRACTOR OR OWNER FAILS TO OBTAIN ENGINEERING APPROVAL OF THE SHOP DRAWINGS,
THE ENGINEER WILL NOT BE RESPONSIBLE FOR THE STRUCTURAL CERTIFICATION AND DESIGN OF
THE PROJECT. THE GENERAL CONTRACTOR SHALL REVIEW ALL SHOP DRAWINGS BEFORE SUBMISSION TO THE ENGINEER AND MAKE ALL CORRECTIONS AS HE/SHE DEEMS NECESSARY AND
SHALL CERTIFY ON EACH DRAWING AS FOLLOWS:**

**"I CERTIFY THAT THE CONTRACT DOCUMENT REQUIREMENTS HAVE BEEN MET AND ALL DIMENSIONS,
CONDITIONS AND QUANTITIES ARE VERIFIED AS SHOWN AND/OR AS CORRECTED ON THIS DRAWING"**

**SIGNED . . . . . .**

**DATE: . . . . . (FOR G.C.)**

# BASIS FOR DESIGN

1. BUILDING CODE: 2023 EDITION OF THE FLORIDA BUILDING CODE (FBC)

2. ROOF LOADS: LIVE LOAD (PSF): 20
DEAD LOAD (PSF): 20 TOTAL; 18 SUPERIMPOSED ON PREFAB TRUSS

3. WIND LOAD: 137 MPH BASIC WIND SPEED (ULT); 106 MPH (ASD)
EXPOSURE C (ENCLOSED) ±0.18

4. SEISMIC DATA: SEISMIC DESIGN DATA:
SEISMIC USE GROUP: IV
MAPPED SPECTRAL RESPONSE ACCELERATION: Ss=0.071 S1=0.039
SITE CLASS: D
SEISMIC DESIGN CAT. A
BASIC SEISMIC-FORCE-RESISTING SYSTEM: ORDINARY MASONRY SHEAR WALLS R=2
DESIGN BASE SHEAR = 0.038W
ANALYSIS PROCEDURE: SIMPLIFIED ANALYSIS PROCEDURE
SEISMIC RESPONSE COEFFICIENT: C =0.038

# FOUNDATION NOTES

1. FOOTINGS DESIGNED PER THE REQUIREMENTS OF THE 2023 FLORIDA BUILDING CODE. ASSUMED BEARING PRESSURE OF 2000 PSF. CONTRACTOR TO VERIFY IN FIELD PRIOR TO CONSTRUCTION.

2. FOOTING DEPTH: BASE OF CONVENTIONAL FOOTINGS SHOULD BE EMBEDDED A MINIMUM OF 12 INCHES BELOW LOWEST ADJACENT EXTERIOR GRADE AND 12 INCHES BELOW FINISH FLOOR AT INTERIOR FOOTINGS. BASE OF THICKENED, LOAD BEARING MONOLITHIC FOOTINGS SHOULD BE EMBEDDED A MINIMUM OF 16 INCHES BELOW LOWEST ADJACENT EXTERIOR GRADE. (SEE BELOW FOR DEFINITION OF GRADE)

3. ALLOWABLE FOOTING BEARING: 2000 PSF. INCREASE AN ADDITIONAL 500 PSF FOR EACH ADDITIONAL 12 INCHES OF EMBEDMENT UP TO MAX OF 4000 PSF. ONE-THIRD INCREASE FOR SEISMIC OR WIND LOAD COMBINATIONS. ALL FOOTINGS TO BE PLACED ON 24" MINIMUM COMPACTED FILL.

4. LATERAL DESIGN SOIL PRESSURE: AT CANTILEVER RETAINING WALLS 35 PSF/FT ACTIVE PRESSURE (EQUIVALENT FLUID).
AT BRACED WALLS 55 PSF/FT AT REST PRESSURE (EQUIVALENT FLUID).
FRICTION COEFFICIENT 0.3 (WITH 1.5 FACTOR SAFETY)

5. SLAB-ON-GRADE SUPPORT: 6 INCH LAYER OF SELECT GRANULAR FILL MATERIAL (PER SOIL REPORT) PLACED OVER 10 MIL MINIMUM VISQUEEN MEMBRANE.

6. ALL FOOTINGS SHALL EXTEND TO DEPTH NOTED ABOVE UNO ON PLANS OR DETAIL. GRADE IS DEFINED AS TOP OF SLAB FOR INTERIOR FOOTINGS, AND LOWEST ADJACENT COMPACTED SUBGRADE (PAD GRADE BEFORE LANDSCAPING) OR NATURAL GRADE WITHIN 5 FEET OF BUILDING FOR PERIMETER FOOTINGS. GRADE IS DEFINED AS TOP OF EXTERIOR PAVING OR CONCRETE WHERE EXTERIOR PAVING OR CONCRETE IS PERMANENTLY LOCATED DIRECTLY ADJACENT TO BUILDING AND EXTENDS AT LEAST 5 FEET FROM BUILDING. LOCATION OF FOUNDATIONS NEAR SLOPES SHALL COMPLY WITH FBC. FOOTING EXCAVATIONS SHALL BE CLEAN AND FREE FROM LOOSE DEBRIS, STANDING WATER, OR UNCOMPACTED MATERIAL AT TIME OF CONCRETE PLACEMENT.

7. UNLESS NOTED OTHERWISE IN THE GEOTECHNICAL REPORT, CONCRETE SLABS ON GRADE SHALL BE SUPPORTED ON SELECT FILL MATERIAL AS NOTED ABOVE. FILL MATERIAL SHOULD BE MOISTENED, BUT NOT SATURATED JUST PRIOR TO PLACING CONCRETE. CARE SHALL BE TAKEN IN PLACING SLABS ON GRADE SO AS NOT TO DISTURB FILL MATERIAL OR REINFORCING. VISQUEEN MAY BE OMITTED IF IT IS NOT A REQUIREMENT OF THE GEOTECHNICAL REPORT.

8. SITE PREPARATION AND GRADING REQUIREMENTS OF THE GEOTECHNICAL REPORT AND ANY ADDENDA SHALL BE COMPLETED PRIOR TO CONSTRUCTION OF FOUNDATIONS. ANY TESTS, INSPECTIONS, FIELD OBSERVATIONS, OR APPROVAL FROM THE GEOTECHNICAL ENGINEER SHALL BE PERFORMED PRIOR TO PLACEMENT OF FOUNDATION REINFORCING STEEL OR CONCRETE. ALTERATIONS TO SITE PREPARATION OR GRADING SHALL BE REPORTED TO THE ENGINEER PRIOR TO FOUNDATION CONSTRUCTION.

9. BACKFILL AGAINST FOUNDATION WALLS OR EXTERIOR WALLS BELOW GRADE SHALL NOT BE PLACED UNTIL AFTER THE TOP OF THE WALLS ARE RESTRAINED BY THE COMPLETED INTERIOR FLOOR SYSTEMS.

# CONCRETE

1. MINIMUM 28 DAY STRENGTH (f'c) SHALL BE 4000, W/C = .45
CONCRETE BEAMS TO BE 4500, W/C = .40

ALL CONCRETE EXPOSED TO ATMOSPHERE AND SUBJECT TO EXPOSURE FROM SALT SPRAY WILL MEET THE COMPRESSIVE STRENGTH REQUIREMENTS IN TABLE 1904.2.2(1) OF THE FBC

2. CONCRETE MIXES SHALL BE DESIGNED BY A CERTIFIED LABORATORY AND APPROVED BY THE ENGINEER.

3. ALL CONCRETE SHALL BE REGULAR WEIGHT OF 140 POUNDS PER CUBIC FOOT USING LIMESTONE AGGREGATES. AGGREGATE USED IN CONCRETE SHALL CONFORM TO ASTM C33, CONCRETE AGGREGATES.

4. MAXIMUM SLUMP FOR EXTERIOR SLABS SHALL BE 6 INCHES. MAXIMUM SLUMP FOR ALL OTHER CONCRETE SHALL BE 5 INCHES. WATER SHALL BE CLEAN AND POTABLE.

5. PORTLAND CEMENT SHALL CONFORM TO ASTM C150. TYPE II CEMENT SHALL BE USED FOR CONCRETE IN CONTACT WITH EARTH. TYPE II CEMENT MAY BE USED ELSEWHERE. MAXIMUM CHLORIDE ION, PERCENT BY WEIGHT OF CEMENT, SHALL NOT EXCEED 0.06.

6. NO MORE THAN 90 MINUTES SHALL ELAPSE BETWEEN CONCRETE BATCHING AND CONCRETE PLACEMENT, UNLESS APPROVED BY THE ENGINEER OR AUTHORIZED TESTING AGENCY.

7. CONCRETE MIXING, PLACEMENT AND QUALITY SHALL BE PER FBC, ASTM C94, ASTM C685, AND ACI 302. MECHANICALLY VIBRATE ALL CONCRETE WHEN PLACED, EXCEPT SLABS ON GRADE NEED ONLY BE VIBRATED OR THOROUGHLY RODDED AROUND EMBEDDED STRAPS OR HARDWARE, BOLTS FOR HOLDOWNS, PT ANCHORAGES (AS OCCUR), CURBS AND EDGES OF SLAB STEPS AND UNDER FLOOR DUCTS OR SIMILAR ELEMENTS. REMOVE ALL DEBRIS FROM FORMS BEFORE PLACING CONCRETE. CONCRETE SHALL NOT BE DROPPED THROUGH REINFORCING STEEL (AS IN WALLS AND COLUMNS) SO AS TO CAUSE SEGREGATION OF AGGREGATES. UNCONFINED FALL OF CONCRETE SHALL NOT EXCEED 5 FEET. CARE SHALL BE TAKEN IN PLACING SLABS ON GRADE SO AS NOT TO DISTURB FILL MATERIAL.

8. ALL ITEMS TO BE CAST IN CONCRETE SUCH AS REINFORCING, DOWELS, BOLTS, ANCHORS, PIPES, SLEEVES, ETC. SHALL BE SECURELY POSITIONED IN THE FORMS BEFORE PLACING THE CONCRETE.

9. CONCRETE SLAB ON GRADE WHERE NOTED CONTROL JOINTS SHALL BE AS SHOWN ON THE FOUNDATION PLAN OR TYPICAL DETAILS. WHERE CONTROL JOINTS ARE NOT SHOWN ON PLANS, ALL CONCRETE SLABS ON GRADE SHALL BE BOUNDED BY KEYED, DOWELED OR SAW-CUT CONTROL JOINTS SUCH THAT THE ENCLOSED AREA DOES NOT EXCEED 260 SQUARE FEET. RATIO OF BOUNDARY DIMENSIONS SHALL NOT EXCEED 1.5:1. KEYED OR DOWELED CONTROL JOINTS NEED ONLY OCCUR AT EXPOSED EDGES DURING POURING. ALL OTHER JOINTS MAY BE SAW CUT.

10. CONSTRUCTION JOINTS OR POUR JOINTS IN STRUCTURAL ELEMENTS (BEAMS, COLUMNS, ELEVATED SLABS, ETC.) NOT SPECIFICALLY SHOWN OR NOTED ON THE DRAWINGS REQUIRE PRIOR APPROVAL OF THE ENGINEER. CONTRACTOR SHALL SUBMIT SHOP DRAWINGS SHOWING PROPOSED JOINTS TO ENGINEER FOR APPROVAL.

11. PIPES OTHER THAN ELECTRICAL CONDUITS SHALL NOT BE EMBEDDED IN STRUCTURAL CONCRETE EXCEPT WHERE SPECIFICALLY APPROVED BY THE ENGINEER. MAXIMUM PIPE SIZE SHALL BE 1/3 OF THE SLAB THICKNESS AND LOCATED AT THE MID-DEPTH. MINIMUM SPACING SHALL BE 3 TIMES THE PIPE DIAMETER. PIPES SHALL NOT IMPAIR THE STRENGTH OF THE MEMBER.

12. PROTECT CONCRETE FROM DAMAGE OR REDUCED STRENGTH DUE TO COLD OR HOT WEATHER IN ACCORDANCE WITH ACI 305 AND 306 AND FBC.

13. ALL CONCRETE WORK SHALL CONFORM TO THE LATEST APPROVED (BY LOCAL GOVERNMENT) EDITION OF THE FOLLOWING A.C.I. AND A.S.T.M. DOCUMENTS:

| | |
|---|---|
| ACI - 318 | CODE |
| ACI - 214 | COMPRESSION TESTS |
| ACI - 306 | COLD WEATHER |
| ACI - 315 | DETAILING |
| ACI - 347 | FORMWORK |
| ACI - 605 | HOT WEATHER |
| ACI - 613 | PROPORTIONS OF CONCRETE |
| ACI - 614 | PLACING CONCRETE |
| ASTM - C94 | READY-MIX CONCRETE |

14. ALL FIELD AND JOB TESTING OF CONCRETE SHALL CONFORM TO THE LATEST APPROVED (BY LOCAL GOVERNMENT) EDITIONS OF ASTM:

| | |
|---|---|
| ASTM C - 31 | FIELD CYLINDER SPECIMENS |
| ASTM C - 143 | SLUMP TEST |
| ASTM C - 173 OR C-231 | AIR CONTENT (WHEN REQUIRED) |
| ASTM C - 39 | LAB TESTING CYLINDERS |
| ASTM C - 172 | SAMPLING FRESH CONCRETE |
| ASTM C - 42 | HARDENED CORES (WHEN REQUIRED) |

A MINIMUM OF 5 CYLINDERS SHALL BE TAKEN FOR EACH 100 YDS OF CONCRETE. BREAK ONE CYLINDER AT 3 DAYS, 1 AT 7 DAYS, 2 AT 28 DAYS AND HOLD ONE FOR 56 DAYS.
UPON COMPLETION OF CONCRETE TESTING, THE AGENCY SHALL CERTIFY THEIR RESULTS AS FOLLOWS:

"I CERTIFY THAT THE FIELD AND JOB TESTING CONFORM TO THE ASTM DOCUMENTS AND GOOD PRACTICE.

SIGNED.....,P.E."
(FOR AGENCY)

TESTS WILL NOT REVIEWED BY EOR UNLESS SIGNED AS NOTED.

15. CONCRETE FORMWORK SHALL NOT BE DISTURBED UNTIL THE CONCRETE HAS HARDENED TO BE ABLE TO SUPPORT ITS OWN WEIGHT PLUS A MINIMUM OF 20 PSF CONSTRUCTION LOAD. FORMS MUST REMAIN IN PLACE A MINIMUM OF SEVEN DAYS BEFORE REMOVAL AND THAT THE AIR IN CONTACT WITH THE CONCRETE HAS BEEN KEPT AT LEAST 50 DEGREES.

**NOTE:**
ALL EXPOSED CONCRETE SHALL BE PROTECTED WITH A WATER-PROOF PROTECTIVE COATING. STRUCTURAL DESIGN IS BASED ON THE STRENGTH DESIGN METHOD PERMITTED BY ACI-318. LIMITED CRACKING IS TO BE EXPECTED IN ANY CONCRETE STRUCTURE BUT THE CRACKING CAN BE MINIMIZED BY LIMITING THE WATER/CEMENT RATIO AS NOTED IN NOTE #1 ABOVE AND BY PROPER PLACEMENT OF REINFORCEMENT AND PROPER CURING PROCEDURES AS SPECIFIED BY ACI.

**NOTE:**
MAINTENANCE OF ALL EXPOSED STRUCTURAL ELEMENTS IS RECOMMENDED EVERY 4 TO 5 YEARS.

# MASONRY (CONCRETE BLOCK)

1. COMPRESSIVE STRENGTH OF CONCRETE MASONRY CONSTRUCTION (CMU) SHALL BE AS FOLLOWS (PSI). MASONRY STRENGTH NOT SPECIFICALLY NOTED ON PLAN SHALL BE (F'm) 1500 PSI.

| MASONRY STRENGTH(F'm DESIGN) | BLOCK STRENGTH | MORTAR STRENGTH | GROUT STRENGTH |
|---|---|---|---|
| 1500 | 1900 | 1800 | 2000 |

2. CONCRETE BLOCK SHALL BE HOLLOW LOAD-BEARING CONCRETE MASONRY UNITS CONFORMING TO FBC STANDARD 21-4 AND ASTM C90, GRADE N-II. ALL BLOCKS SHALL BE PLACED IN RUNNING BOND CONSTRUCTION (UNLESS OTHERWISE NOTED) WITH ALL VERTICAL CELLS IN ALIGNMENT.

2a. ALL MASONRY SHALL BE CONSTRUCTED USING LOW-LIFT GROUTING. MAX HEIGHT TO BE 4'-8".

3. MORTAR MIX SHALL CONFORM TO REQUIREMENTS OF FBC STANDARD 21-15, TYPE M OR S. TYPE M MORTAR SHALL BE USED WHERE MASONRY IS IN CONTACT WITH SOIL.

4. GROUT SHALL CONFORM TO REQUIREMENTS OF FBC STANDARD 21-19. USE SUFFICIENT WATER FOR GROUT TO FLOW INTO ALL JOINTS OF THE MASONRY WITHOUT SEGREGATION. ALL CELLS IN CONCRETE BLOCKS CONTAINING REINFORCING SHALL BE FILLED SOLID WITH GROUT. ALL MASONRY BELOW FINISHED FLOOR OR GRADE SHALL BE GROUTED SOLID. HOLD GROUT DOWN 1-1/2" BELOW TOP OF BLOCK AT GROUT LIFT JOINTS AND AT CONCRETE PLACED OVER MASONRY.

5. MINIMUM WALL VERTICAL REINFORCING, UNLESS NOTED OTHERWISE ON PLANS OR DETAILS, SHALL BE #5 BAR VERTICAL FULL HEIGHT IN CENTER OF GROUTED CELL AT ALL WALL INTERSECTIONS, CORNERS, WALL ENDS, JAMBS AT WALL OPENINGS, EACH SIDE OF CONTROL JOINTS, AND AT INTERVALS NOT TO EXCEED INTERVALS PER SCHEDULE. TIE AT 4'-0" VERTICALLY, WITH SINGLE WIRE LOOP TIE OR EQUIVALENT. DOWEL ALL VERTICAL REINFORCING TO FOUNDATION WITH DOWELS TO MATCH AND LAP VERTICAL REINFORCING.

6. MINIMUM WALL HORIZONTAL REINFORCING, UNLESS NOTED OTHERWISE ON PLANS OR DETAILS, SHALL BE (2) #5 BARS IN 16 INCH DEEP (MINIMUM) CONTINUOUS GROUTED BOND BEAM AT ELEVATED FLOOR AND ROOF LINES AND SINGLE #5 BAR IN CENTER OF 8 INCH DEEP CONTINUOUS GROUTED BOND BEAM AT TOP OF PARAPET OR FREE STANDING WALL AND AT INTERVALS NOT TO EXCEED 10'-0" OC. PLACE BARS AT ELEVATED FLOOR AND ROOFLINES CONTINUOUS THROUGH CONTROL JOINTS. PROVIDE BENT BARS PER TYPICAL DETAILS TO MATCH AND LAP HORIZONTAL BOND BEAM REINFORCING AT CORNERS AND WALL INTERSECTIONS TO MAINTAIN BOND BEAM CONTINUITY. USE BOND BEAM UNITS AT HORIZONTAL REINFORCING. HORIZONTAL REINFORCING SHALL BE 1-#4 BAR AT INTERVALS PER SCHEDULE IN CENTER OF 8"x8" CONTINUOUS GROUTED BOND BEAM FOR ALL EXTERIOR WALLS.

7. MINIMUM LINTEL, WHERE NOT NOTED ON PLANS, SHALL HAVE A MINIMUM OF (2) #5 CONTINUOUS HORIZONTAL BARS IN BOTTOM OF BOND BEAM OR LINTEL BLOCK AND SHALL BE GROUTED SOLID TO A MINIMUM DEPTH OF 24 INCHES. ALL LINTEL REINFORCING AND GROUT SHALL EXTEND 2 FEET MINIMUM PAST JAMBS UNLESS NOTED OTHERWISE ON PLANS OR DETAILS.

8. FOR BAR LAPS SEE SCHEDULE 12 SHEET SD1.0. STAGGER LAP SPLICES A MINIMUM OF ONE LAP LENGTH.

9. RETAINING WALLS, BASEMENT WALLS, ETC., SHALL BE ADEQUATELY WATERPROOFED AND DRAINED AS SPECIFIED BY OTHERS. IF NOT SPECIFIED BY OTHERS UNLESS NOTED OTHERWISE, DRAINAGE THROUGH RETAINING WALLS SHALL BE PROVIDED BY MEANS OF 1-1/2" DIAMETER HOLE AT 4 FEET OC AT LOW GRADE LEVEL. PROVIDE 2' GRAVEL COVER WITH FABRIC COVER AT DRAIN HOLES.

10. ALLOWABE SLUMP FOR GROUT INSTALLED IN CONCRETE MASONRY UNIT CELLS TO HAVE AN ALLOWABLE SLUMP OF 10" MAXIMUM.

12. IF CONTRACTOR PROVIDES PRECAST LINTELS FOR FORMWORK, PRODUCT APPROVALS TO BE PROVIDED TO BUILDING DEPARTMENT.

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SHEET TITLE
GENERAL STRUCTURAL NOTES

DRAWING NO.
S1.0

# INSPECTION NOTES

1. IN ADDITION TO THE STANDARD INSPECTIONS BY THE BUILDING OFFICIAL REQUIRED PER FBC, THE OWNER SHALL EMPLOY ONE OR MORE SPECIAL INSPECTORS WHO SHALL PROVIDE INSPECTIONS DURING CONSTRUCTION FOR THE TYPES OF WORK LISTED IN THIS SECTION.

2. THE SPECIAL INSPECTOR SHALL BE A QUALIFIED PERSON WHO SHALL DEMONSTRATE COMPETENCE, TO THE SATISFACTION OF THE BUILDING OFFICIAL, FOR INSPECTION OF THE PARTICULAR TYPE OF CONSTRUCTION OR OPERATION REQUIRING SPECIAL INSPECTION.

3. TYPES OF WORK TO BE INSPECTED BY THE SPECIAL INSPECTOR ARE AS FOLLOWS:

a) DURING ALL EPOXY ANCHORING OPERATIONS FOR BOLTS, REBAR, THREADED ROD, ETC., INCLUDING VERIFICATION OF BOLT OR BAR MATERIALS, HOLE DEPTH AND DIAMETER, HOLE CLEANOUT, EPOXY MIXING AND PLACEMENT PROCEDURES, AND EMBEDMENT DEPTH IN ACCORDANCE THE CONTRACT DRAWINGS AND THE MANUFACTURER'S SPECIFICATIONS AND RECOMMENDATIONS.

b) DURING THE TAKING OF TEST SPECIMENS AND PLACING OF REINFORCED CONCRETE.

c) PRIOR TO, AND DURING THE INSTALLATION OF CONCRETE AROUND BOLTS.

d) DURING THE PREPARATION AND TAKING OF ANY REQUIRED PRISMS OR TEST SPECIMENS, PLACING OF ALL MASONRY UNITS, PLACEMENT OF REINFORCEMENT, INSPECTION OF GROUT SPACE IMMEDIATELY PRIOR TO CLOSING OF CLEANOUTS, AND DURING ALL GROUTING OPERATIONS.

e) DURING CMU PLACEMENT AND WALL REINFORCEMENT PLACEMENT.

4. CERTIFICATE OF APPROVAL REGARDING MATERIALS AND INSPECTION OF PREFABRICATED ITEMS SHALL BE PROVIDED IN ACCORDANCE WITH FBC.

# REINFORCING STEEL

1. REINFORCING STEEL SHALL CONFORM TO THE REQUIREMENTS OF ASTM A615. REINFORCING SHALL BE GRADE 60 (FY = 60 KSI) DEFORMED BARS FOR ALL BARS USED FOR CONCRETE WALLS, BEAMS, ELEVATED SLABS AND COLUMN PRIMARY REINFORCING. ALL REINFORCING TO BE WELDED SHALL BE ASTM A706, GRADE 60 LOW ALLOY WELDABLE STEEL.

2. WELDED WIRE FABRIC SHALL CONFORM TO THE REQUIREMENTS OF ASTM A185. LAPS IN WELDED WIRE FABRIC SHALL BE MADE SUCH THAT THE OVERLAP, MEASURED BETWEEN OUTERMOST CROSS WIRE OF EACH FABRIC SHEET, IS NOT LESS THAN THE SPACING OF CROSS WIRES PLUS 2 INCHES.

3. ALL DIMENSIONS SHOWING THE LOCATION OF REINFORCING STEEL NOT NOTED AS "CLEAR" OR "CLR" ARE TO CENTER OF STEEL. MINIMUM COVER FOR NON-PRESTRESSED CONCRETE REINFORCING SHALL BE AS FOLLOWS, UNLESS NOTED OTHERWISE ON PLANS OR DETAILS:

| EXPOSURE CONDITION: | MINIMUM COVER: | TOLERANCES (+ / -): |
|---|---|---|
| CAST AGAINST AND PERMANENTLY EXPOSED TO EARTH: | 3" | 3/8" |
| EXPOSED TO EARTH OR WEATHER: | | |
| # 5 AND SMALLER: | 2" | 3/8" |
| # 6 AND LARGER: | 2 1/4" | 3/8" |
| NOT EXPOSED TO WEATHER OR IN CONTACT WITH THE GROUND: | | |
| ROOF SLAB: | 1" | 1/8" |
| STRUCTURAL SLABS AND WALLS: | 3/4" | 1/8" |
| BEAMS AND COLUMNS (PRIMARY REINFORCEMENT, TIES, STIRRUPS AND SPIRALS): | 1-1/2" | 3/8" |
| SLABS ON GRADE: | 1-1/2" | 1/4" |

4. LAP SPLICES OF REINFORCING STEEL IN CONCRETE BEAMS, SLABS AND FOOTINGS SHALL BE ACCORDING TO LAP SCHEDULE 7 SHEET SD3.0, UNLESS NOTED OTHERWISE. STAGGER SPLICES A MINIMUM OF ONE LAP LENGTH. NO TACK WELDING OF REINFORCING BARS ALLOWED. LATEST ACI CODE AND DETAILING MANUAL APPLY. PROVIDE BENT CORNER BARS TO MATCH AND LAP WITH HORIZONTAL BARS AT ALL CORNERS AND INTERSECTIONS PER TYPICAL DETAILS. VERTICAL WALL BARS SHALL BE SPLICED AT OR NEAR FLOOR LINES. SPLICE BARS TOP BARS AT CENTER LINE OF SPAN AND BOTTOM BARS AT THE SUPPORT IN SPANDRELS, BEAMS, GRADE BEAMS, ETC. UNLESS NOTED OTHERWISE.

5. MECHANICAL SPLICE COUPLERS, FLANGE COUPLERS, THREADED COUPLERS, ETC. SHALL HAVE CURRENT ICC APPROVAL AND SHALL BE CAPABLE OF DEVELOPING 125% OF THE STRENGTH OF THE BAR.

6. ALL REINFORCING SHALL BE BENT COLD. BARS SHALL NOT BE STRAIGHTENED AND RE-BENT. FIELD BENDING OF REBAR SHALL NOT BE ALLOWED UNLESS SPECIFICALLY NOTED.

7. WELDING OF REINFORCING BARS, METAL INSERTS, AND CONNECTIONS SHALL CONFORM WITH FBC AND SHALL BE MADE ONLY AT LOCATIONS SHOWN ON PLANS OR DETAILS.

8. REINFORCING BAR SPACING SHOWN ON PLANS ARE AT MAXIMUM ON CENTERS. ALL BARS SHALL BE DETAILED AND PLACED PER CONCRETE REINFORCING STEEL INSTITUTE (CRSI) SPECIFICATIONS AND HANDBOOK. DOWEL ALL VERTICAL REINFORCING TO FOUNDATION. SECURELY TIE ALL BARS IN LOCATION BEFORE PLACING CONCRETE.

# WOOD

1. SAWN FRAMING LUMBER SHALL COMPLY WITH THE LATEST EDITION OF THE GRADING RULES OF THE WESTERN WOOD PRODUCTS ASSOCIATION OR THE WEST COAST LUMBER INSPECTION BUREAU, NDS AND THE LATEST EDITION OF THE FBC. ALL SAWN LUMBER SHALL BE STAMPED WITH THE GRADE MARK OF AN APPROVED LUMBER GRADING AGENCY. SAWN LUMBER SHALL HAVE THE FOLLOWING MINIMUM GRADE (UNLESS NOTED OTHERWISE):

| | |
|---|---|
| 2X4 STUDS UP TO 10'-0" | SYP NO. 2 GRADE |
| 2X4 STUDS OVER 10'-0" | SYP NO. 2 GRADE |
| 2X4 TOP OR BOTTOM PLATES | SYP NO. 2 GRADE |
| 2X6 STUDS UP TO 10'-0" | SYP NO. 2 GRADE |
| 2X6 STUDS OVER 10'-0" | SYP NO. 2 GRADE |
| 2X6 TOP OR BOTTOM PLATES | SYP NO. 2 GRADE |
| 2X4 OR 2X6 BLOCKING | SYP STANDARD, STUD, NO.2 |
| 2X8, 2X10, 2X12 (ALL APPLICATIONS) | SYP NO 2 GRADE |
| 4X4 (ALL APPLICATIONS) | SYP NO. STANDARD GRADE |
| 4X6, 4X8, 4X10, 4X12 (ALL APPLICATIONS) | SYP NO. 2 GRADE |
| 6X6, 6X8, 6X10, 6X12 (ALL APPLICATIONS) | SYP NO. 1 GRADE |

2. GLUE-LAMINATED BEAMS (GLULAM) SHALL BE SYP COMBINATION 24F-V4 AT SIMPLE SPANS AND 24F-V8 AT CANTILEVER SPANS HAVING THE FOLLOWING MINIMUM PROPERTIES: Fb = 2,400 PSI, Fv = 190 PSI, Fc (PERPENDICULAR) = 650 PSI, E = 1,800,000 PSI. FABRICATION AND HANDLING SHALL CONFORM TO THE LATEST AMERICAN INSTITUTE FOR TIMBER CONSTRUCTION (AITC) AND ASTM STANDARDS. BEAMS SHALL BEAR AN APPROPRIATE GRADE STAMP CLEARLY NOTING ITS DESIGN PROPERTIES. UNLESS CAMBER AND TOLERANCE IS SPECIFICALLY NOTED ON THE DRAWINGS, BEAMS SHALL BE MANUFACTURED WITH INDUSTRY STANDARD MINIMUM CAMBER OR UPWARD TO SPAN/200. ERECT WITH CROWN OR CAMBER UP. IN HEADER CONDITIONS (BEAM BUILT INTO WALL) CRIPPLE FRAMING ABOVE HEADER SHALL MAINTAIN CAMBER. HEADER BEAMS MAY HAVE ZERO CAMBER, PROVIDED CRIPPLE FRAMING ABOVE HEADER IS BUILT WITH MINIMUM CAMBER STATED ABOVE.

3. LAMINATED VENEER LUMBER (MICROLAM) SHALL BE WESTERN SPECIES MANUFACTURED IN ACCORDANCE WITH WEYERHAUSER CORPORATION MANUFACTURING STANDARDS AS REFERENCED IN ICC REPORT NO. EGR-1387, OR APPROVED EQUAL, AND SHALL HAVE THE FOLLOWING MINIMUM PROPERTIES: E = 1,900,000 PSI, Fb = 2600 PSI, Fc (PERPENDICULAR) = 750 PSI, Fc (PARALLEL) = 2310 PSI, Fv = 285 PSI. WHEN MULTIPLE MICROLAMS ARE GROUPED TOGETHER, FASTEN WITH 2 ROWS OF 16d COMMON NAILS AT 12" OC. USE 3 ROWS OF 16d COMMON NAILS AT 12" OC FOR DEPTHS 14" OR GREATER. 16" AND 18" DEEP BEAMS ARE TO BE USED IN MULTIPLE MEMBER UNITS ONLY. SEE MANUFACTURER'S RECOMMENDATIION WHEN GROUPING 4 MEMBERS TOGETHER OR GROUPING MEMBERS WIDER THAN 1-3/4".

4. ALL PLYWOOD SHALL BE C-D OR C-C SHEATHING CONFORMING TO FBC. LAY UP PLYWOOD WITH FACE GRAIN PERPENDICULAR TO SUPPORTS. PROVIDE BLOCKING AT PANEL EDGES WHERE INDICATED ON PLANS. ALL PLYWOOD SHALL CONFORM TO THE FOLLOWING NOMINAL THICKNESS, SPAN RATING AND NAILING PATTERN UNLESS NOTED OTHERWISE (SEE DETAILS SHEET SD30 AND SD40):

| THICKNESS: | SPAN RATING: | EDGE NAILING: | FIELD NAILING: |
|---|---|---|---|
| 15/32" (1/2") | 48/24 | SEE SCHEDULE | SEE SCHEDULE |
| 19/32" (5/8") | 32/16 | SEE SCHEDULE | SEE SCHEDULE |
| 3/4" | 48/24 | SEE SCHEDULE | SEE SCHEDULE |

5. AMERICAN PLYWOOD ASSOCIATION PERFORMANCE RATED SHEATHING (OSB) MAY BE USED AS AN ALTERNATE TO PLYWOOD WITH PRIOR APPROVAL OF OWNER AND ARCHITECT. RATED SHEATHING SHALL COMPLY WITH ICC AND SHALL HAVE A SPAN RATING EQUIVALENT TO OR BETTER THAN THE PLYWOOD IT REPLACES. ATTACHMENT AND THICKNESS (WITHIN 1/32") SHALL BE THE SAME AS THE PLYWOOD IT REPLACES. INSTALL PER MANUFACTURER'S RECOMMENDATIONS.

6. DIMENSIONS OF NAILS SHALL CONFORM WITH THE FOLLOWING TABLE:

| NAIL SIZE: | SHANK DIA: | LENGTH: |
|---|---|---|
| 16d COMMON | .162" | 3-1/2" |
| 16d SINKER | .148" | 3-1/4" |
| 16d BOX | .135" | 3-1/2" |
| P-NAIL | .131" | 3-1/4" |
| 10d COMMON | .148" | 3" |
| 8d COMMON | .131" | 2-1/2" |
| 8d RINGSHANK | .131" | 2-1/2" |

NAILS ONLY NOTED AS 16d MAY BE COMMON, SINKER OR P-NAIL UNLESS NOTED SPECIFICALLY AS COMMON, SINKER OR P-NAIL. NAILS NOTED ON PLANS OR NOTES AS 10d OR 8d SHALL BE COMMON ONLY. ALL NAILING NOT NOTED SHALL BE ACCORDING TO FBC.

7. DO NOT NOTCH, SLOPE CUT, OR DRILL JOISTS, BEAMS OR LOAD-BEARING STUDS WITHOUT PRIOR APPROVAL OF THE STRUCTURAL ENGINEER THROUGH THE ARCHITECT UNLESS SPECIFIC DETAILS ARE PROVIDED. DOUBLE UP FLOOR JOISTS AND BLOCKING UNDER WALLS THAT RUN PARALLEL TO THE JOISTS. PROVIDE 2" (NOMINAL) SOLID BLOCKING BETWEEN JOISTS AT SUPPORTS.

8. JOIST HANGERS AND OTHER MISCELLANEOUS FRAMING ANCHORS SHALL BE AS MANUFACTURED BY SIMPSON STRONG-TIE COMPANY WITH CURRENT ICC APPROVAL. ATTACH FRAMING ANCHORS TO WOOD PER MANUFACTURER'S RECOMMENDATIONS. USE MAXIMUM NUMBER AND SIZE OF FASTENER WHERE NOT SPECIFICALLY NOTED. USE OF ALTERNATE HARDWARE MANUFACTURER REQUIRES WRITTEN APPROVAL OF THE ENGINEER. VERIFY LOCATION OF HOLDOWNS, POST BASES, ETC. WITH FRAMING TO ENSURE PROPER AND ACCURATE INSTALLATION.

9. ALL BOLTS SHALL BE INSTALLED IN HOLES BORED WITH A BIT 1/16 INCH LARGER THAN THE DIAMETER OF THE BOLT. BOLTS AND NUTS SEATING ON WOOD SHALL HAVE 3" DIA OR 3X3X0.229" CUT STEEL WASHERS UNDER HEADS AND NUTS. DING THREADS TO PREVENT LOOSENING. LAG SCREWS SHALL BE INSTALLED IN PRE-DRILLED HOLES BY TURNING WITH A WRENCH.

10. PREFABRICATED WOOD TRUSSES, JOISTS AND GIRDER TRUSSES CODES AND FABRICATION: MANUFACTURER'S APPROVED (ICC) PRODUCT EVALUATION REPORTS.

GRADE STAMPED (SOUTHERN YELLOW PINE NO. 2 OR BETTER).

DESIGN REQUIREMENTS:

A. ROOF: FLAT (LESS THAN 4:12)

| | |
|---|---|
| DEAD LOAD TOP CHORD | 20 PSF |
| DEAD LOAD BOTTOM CHORD | 5 PSF |
| LIVE LOAD TOP CHORD | 20 PSF |
| LIVE LOAD BOTTOM CHORD | 10 PSF UNO ON PLAN |

B. ROOF LOADS: SLOPED (4:12 OR GREATER)

| | |
|---|---|
| DEAD LOAD TOP CHORD | 20 PSF |
| DEAD LOAD BOTTOM CHORD | 5 PSF |
| LIVE LOAD TOP CHORD | 16 PSF |
| LIVE LOAD BOTTOM CHORD | 10 PSF UNO ON PLAN NON-CURRENT LL |

C. DEFLECTION: ROOF TOTAL LOAD DEFLECTION SHALL NOT EXCEED L/240.

CALCULATIONS AND SHOP DRAWINGS: SUBMIT FOR REVIEW, SHOP DRAWINGS AND CALCULATIONS BY A FLORIDA REGISTERED ENGINEER, FOR THE DESIGN LOADS, INCLUDING MAXIMUM REACTION, SHEAR, MOMENT, AND DEFLECTION IN COMPARISON TO THE ALLOWABLES. SIZE THE TOP CHORD FOR THE DIAPHRAGM NAILING AND A (2x) MINIMUM NOMINAL WIDTH. (THE TRUSSES SHOWN ON THE DRAWINGS ARE PRELIMINARY AND MAY REQUIRE SIZE OR SPACING MODIFICATIONS. **TRUSS MANUFACTURER SHALL PROVIDE FOR DRAG TRUSS LOADS INDICATED ON THE STRUCTURAL DRAWINGS.**

BLOCKING, BRACING AND BRIDGING: AS REQUIRED BY THE MANUFACTURER'S APPROVED PRODUCT EVALUATION REPORTS, THE ICC APPROVALS, THE CALCULATIONS AND THE DRAWINGS. PROVIDE PANEL BLOCKING AS NOTED ON STRUCTURAL DRAWINGS. **TRUSS MANUFACTURER TO PROVIDE ALL BLOCKING SHOWN ON PLANS AND DETAILS.**

TRUSS CHANGES: OBTAIN WRITTEN CONSENT FROM THE ENGINEER TO CHANGE THE TRUSS TYPE, WIDTH, CHORD DEPTH, TRUSS SHAPE OR SPACING.

11. WHERE BRIDGING INTERFERES WITH MECHANICAL OR OTHER INSTALLATIONS, REMOVE BRIDGING AFTER DECK IS IN PLACE AND REPLACE WITH ADDITIONAL MANUFACTURER SUPPLIED HORIZONTAL STRUT BRACING AT TOP AND BOTTOM CHORDS.

12. DRAWINGS AND DETAILS DO NOT NECESSARILY INDICATE NONSTRUCTURAL BLOCKING, BRACING, DRYWALL BACKING, ETC. ALL SUCH ITEMS SHALL BE ADEQUATELY SECURED TO FRAMING.

13. DUCTS, PIPING, ELECTRICAL CONDUIT, ETC. SHALL NOT BE SUSPENDED FROM 2X_ SUBPURLINS AT PANELIZED ROOFS UNLESS SPECIFICALLY APPROVED IN WRITING BY THE ENGINEER.


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DOCUMENT HISTORY

CITY CENTER
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4625 CITY CENTER DRIVE
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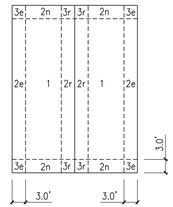
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SHEET TITLE
GENERAL STRUCTURAL NOTES

DRAWING NO.
S1.1

## COMPONENTS AND CLADDING WIND LOAD SCHEDULE

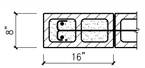
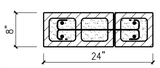
| DESIGN WIND LOAD | | COMPONENT | DESIGN PRESSURES | | |
|---|---|---|---|---|---|
| | | | WALL ZONE | | |
| MPH | EXPOSURE | | 4 | 5 | ELEVATION |
| 137 | C | WINDOWS AND DOORS | 25 PSF | 29 PSF |  |
| 137 | C | MULLIONS | 27 PSF | 33 PSF | |
| 137 | C | ROOF | NEGATIVE PRESSURE<br>ZONE 1 −41 PSF<br>ZONE 2e & 2r −41 PSF<br>ZONE 2n & 3r −45 PSF<br>ZONE 3e −70 PSF<br>O.H. ZONE 1 −54 PSF<br>O.H. ZONE 2e&2r −54 PSF<br>O.H. ZONE 2n&3r −58 PSF<br>O.H. ZONE 3r −83 PSF<br>ALL POSITIVE LOADS<br>+14 PSF | | ROOF ZONES<br>  |

DESIGN PRESSURES (NEGATIVE) ROOF

| AREA (S.F.) | ZONE 1 | ZONES 2e & 2r | ZONES 2n & 3r | ZONE 3e | OH ZONE 1 | OH ZONES 2e & 2r | OH ZONES 2n & 3r | OH ZONE 3e |
|---|---|---|---|---|---|---|---|---|
| ≤ 10 | 41 PSF | 41 PSF | 45 PSF | 56 PSF | 54 PSF | 54 PSF | 58 PSF | 69 PSF |
| 50 | 27 PSF | 27 PSF | 34 PSF | 41 PSF | 40 PSF | 40 PSF | 47 PSF | 54 PSF |
| 100 | 20 PSF | 20 PSF | 29 PSF | 35 PSF | 33 PSF | 33 PSF | 42 PSF | 48 PSF |

NOTES:
1. LOADINGS PER ASCE 7-22; FBC 2023 REDUCED FOR SERVICE LEVEL USING 0.6 FACTOR.

## MASONRY JAMB SCHEDULE

| MARK | MIN WIDTH | REINFORCING | SCHEMATIC | REMARKS |
|---|---|---|---|---|
| MJ1 | 16" | (2) #5 VERTICAL |  | REINFORCING CLEARANCE PER DETAIL. HOOK HORIZONTAL STEEL AT VERTICAL STEEL. SEE MASONRY WALL SCHEDULE FOR HORIZONTAL STEEL |
| MJ2 | 24" | (4) #5 VERTICAL WITH #3 S-HOOK HORIZONTAL @ 8" OC ALTERNATE BENDS |  | REINFORCING CLEARANCE PER DETAIL. HOOK HORIZONTAL STEEL AT VERTICAL STEEL. SEE MASONRY WALL SCHEDULE FOR HORIZONTAL STEEL |

GENERAL NOTES

1. ALL JAMBS TO BE MJ1 UNLESS NOTED OTHERWISE.
2. ALL JAMB REINFORCING EXTENDS FROM FOUNDATION TO TOP OF WALL
3. USE (1) #5 BAR EACH FACE IN CELLS ADJACENT TO WALL OPENINGS AND AT MASONRY CONTROL JOINTS UNLESS NOTED OTHERWISE.
4. HORIZONTAL BARS TO HAVE STAGGERED HOOKS.

## CONCRETE PAD FOOTING SCHEDULE

| MARK | DEPTH | WIDTH | LENGTH | REINFORCING |
|---|---|---|---|---|
| F-1 | 16" | 3'-0" | 3'-0" | 3-#5 EACH WAY BOTTOM |

NOTE:
ALL ADDITIONAL TO EXISTING FOOTINGS TO BE TO THE OUTSIDE OF THE STRUCTURE

## WALL FOOTING SCHEDULE

| MARK | WIDTH | DEPTH | LENGTH | REINFORCING |
|---|---|---|---|---|
| WF-1 | 2'-0" | 1'-0" | CONT | 3-#5 LONG BOTTOM AND #5 AT 24" OC TRANS BOTTOM |
| WF-2 | 3'-4" | 1'-0" | CONT | 3-#5 LONG BOTTOM AND #5 AT 24" OC TRANS BOTTOM |

## MASONRY WALL SCHEDULE

| MARK | THICKNESS | VERTICAL REINFORCING | HORIZONTAL REINFORCING | REMARKS |
|---|---|---|---|---|
| MW1 | 8" | #5 AT 48" OC | #4 AT 48" OC | GROUT AT REINF ONLY |

NOTES:
1. ALL WALLS NOT OTHERWISE NOTED SHALL BE MW1.
2. PROVIDE (2) #5 BOUNDARY STEEL AT END OF ALL 8" MASONRY WALLS.

## MASONRY LINTEL SCHEDULE

| MARK | DEPTH | WIDTH | REINFORCING | | | |
|---|---|---|---|---|---|---|
| | | | BOTTOM | INTER | TOP | VERTICAL |
| ML1 | 16" | 8" | 2-#5 | NA | 2-#5 | #5 AT 48" OC |

**NOTES:**
1. VERTICAL REINFORCING TO MATCH AND LAP WALL REINFORCING PER GENERAL STRUCTURAL NOTES UNLESS NOTED OTHERWISE.
2. EXTEND GROUT, OPEN END MASONRY UNITS AND REINFORCING 2'-0" PAST JAMB.
3. PRODUCT APPROVALS PER STATE OF FLORIDA TO BE PROVIDED FOR ALL PRECAST LINTELS EMPLOYED AS FORMWORK FOR LINTELS SHOWN.
4. SEE DETAIL 14 SHEET SD1.0 FOR TYPICAL MASONRY LINTEL DETAIL.
5. HOOK ENDS OF VERTICAL BARS AND STAGGER PER DETAIL.

## ROOF NAILING SCHEDULE

| MARK | BOUNDARIES | PANEL EDGES | REMARKS |
|---|---|---|---|
| RN1 | 10d RINGSHANK AT 4" OC | 10d RINGSHANK AT 4" OC | BLOCKED DIAPHRAGM |
| RN2 | 10d RINGSHANK AT 6" OC | 10d RINGSHANK AT 6" OC | UNBLOCKED DIAPHRAGM |

NOTES:
1. TYP NAILING PATTERN SHALL BE TYPE "RN-1" UNLESS NOTED OTHERWISE.
2. FIELD NAILING SHALL BE AT 12" OC TYP. MATCH OTHER NAIL SIZE.
3. SEE TYPICAL SHEATHING LAYOUT DETAIL 5 SHEET SD4.0.

## TRUSS CONNECTOR SCHEDULE

NOTES:
1. MINIMUM CONNECTOR FOR ALL TRUSSES TO BE SIMPSON H10A
2. CONNECTORS TO BE VERIFIED WITH SHOP DRAWING CHECK OF TRUSS DESIGN


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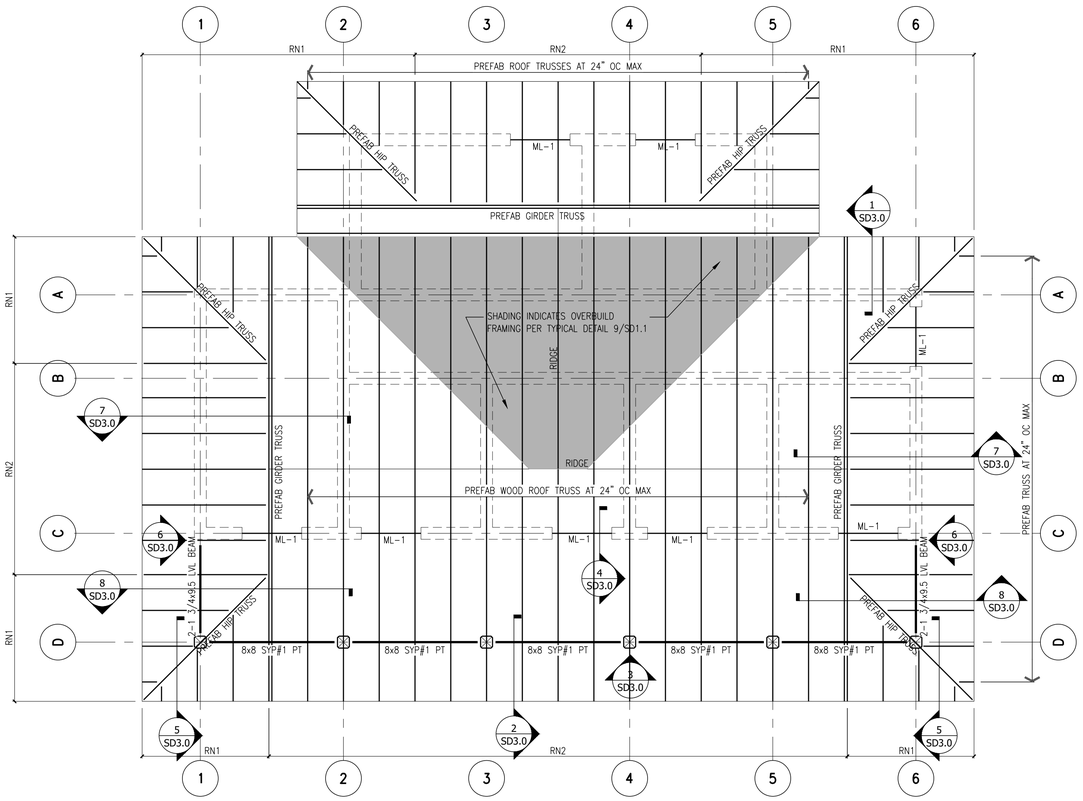
CITY CENTER
SPORTS COMPLEX EXPANSION
PARKS AND RECREATION
CITY OF PORT ORANGE
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PORT ORANGE, FL

ARCH/ENGR OF RECORD
JOHN P. SIMKO, PE 30122

| DESIGNED BY | DRAWN BY |
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| JS | AK |
| ISSUE DATE | AE PROJECT NUMBER |
| 6-MAR-2026 | 2508 |

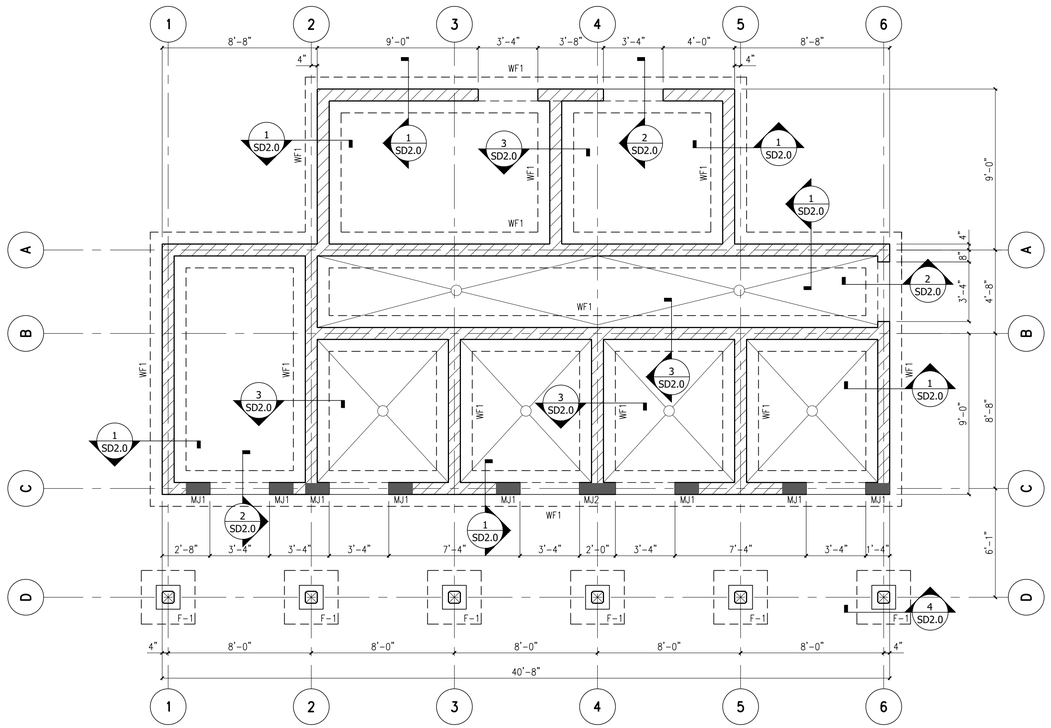
SHEET TITLE
SCHEDULES

DRAWING NO.
S1.2




## 2 ROOF FRAMING PLAN

Scale: 1/4"=1'-0"




## 1 FOUNDATION PLAN

Scale: 1/4"=1'-0"

## FRAMING PLAN NOTES:

1. ROOF SHEATHING SHALL BE 19/32" C-D PLYWOOD PER GSN UNO. NAIL PER SCHEDULE ON SHEET S1.2.
2. ROOF SLOPE AND CRICKET AREAS PER ARCHITECTURAL.
3. TRUSS MFR SHALL BE RESPONSIBLE FOR FOLLOWING APPROVED STRUCTURAL DRAWINGS WITHOUT ALTERATION TO LOAD PATH. MFR SHALL DESIGN FOR ALL CONDITIONS INCLUDING, MECHANICAL UNITS, SPECIAL OPENINGS, ETC. SEE PLAN FOR ADDITIONAL LOADS TO TRUSS. SEE GSN FOR ADDITIONAL NOTES TO TRUSS MFR.
4. "D=XXXX#" INDICATES DRAG LOAD (TENSION OR COMPRESSION) DUE TO WIND LOAD.
5. TOTAL LOAD DEFLECTION LESS THAN SPAN/240 LIVE LOAD DEFLECTION LESS THAN SPAN/360.
6. ROOF TRUSSES AT MECHANICAL UNITS SHALL BE DESIGNED TO SUPPORT THE UNIT WEIGHT SHOWN ON THE DRAWINGS. VERIFY UNIT WEIGHT WITH FINAL MECHANICAL PRIOR TO TRUSS DESIGN AND FABRICATION.
7. "RN1" OR "RN2" INDICATES ROOF NAILING PER SCHEDULE ON SHEET S1.2.
8. WL-1, WL-2 INDICATES WOOD LEDGER PER SCHEDULE ON SHEET S1.2.
9. SEE SHEET S1.2 FOR TRUSS CONNECTORS.

## FOUNDATION PLAN NOTES:

1. 5" THICK CONCRETE SLAB ON GRADE WITH #4 AT 16" OC EW CENTERED IN SLAB OVER SUBGRADE PER GSN AND SOIL REPORT. SEE GSN AND TYPICAL DETAILS FOR CONCRETE PLACEMENT AND CONTROL JOINTS.
2. MINIMUM TOP OF FOOTING (TOF) EMBEDMENT AT MASONRY AND CONCRETE WALLS SHALL BE A MINIMUM OF 1'-4" BELOW FINISH FLOOR UNO. TOP OF FOOTING AT STEEL COLUMNS SHALL BE A MINIMUM OF 1'-0" BELOW LOWEST ADJACENT COMPACTED SUBGRADE AS DEFINED IN THE GSN. MINIMUM FOOTING EMBEDMENT DEPTH SHALL BE PER GSN.
3. SEE ARCHITECTURAL FOR SLAB DEPRESSIONS, STEPS, SLOPES, DRAINS, EXTERIOR SLABS, ETC.
4. VERIFY ALL DIMENSIONS AND CONDITIONS WITH ARCHITECTURAL DRAWINGS. DIMENSIONS NOT NOTED SHALL BE PER APPROVED ARCHITECTURAL DRAWINGS. RESOLVE ANY DISCREPANCIES WITH THE ARCHITECT PRIOR TO CONSTRUCTION.
5. ESTABLISH AND VERIFY SIZE AND LOCATION OF OPENINGS AND INSERTS IN SLAB WITH OTHER DRAWINGS, TRADES AND SUBCONTRACTORS PRIOR TO CONSTRUCTION.
6. MJ1, MJ2 . . . INDICATES MASONRY JAMB PER SCHEDULE ON SHEET S1.1.
7. F-1 INDICATES CONCRETE PAD FOOTING PER SCHEDULE ON SHEET S1.1.
8. WF1, WF2 . . . INDICATES CONTINUOUS WALL FOOTING PER SCHEDULE ON SHEET S1.1.
9. ALL MASONRY WALLS SHALL BE TYPE MW1 PER SCHEDULE ON SHEET S1.1.
10. FOOTINGS ARE ON COMPACTED FILL. FILL EXTENDS 5'-0" MINIMUM BEYOND BUILDING LINE VERIFY WITH GEOTECHNICAL ENGINEER.
11. SEE DETAIL 02/SD3.0 FOR EMBEDDED PIPE AT FOUNDATIONS.
12. ALL UNBRACED WALLS SHALL BE BRACED PER NOTE 13 UNDER MASONRY (CONCRETE BLOCK) SECTION ON S1.0.
13. WHERE FOOTINGS ARE PIERCED BY PLUMBING AND HEATING PIPES, PROVIDE PIPE SLEEVES. MECHANICAL CONTRACTOR TO COORDINATE LOCATIONS. STEP FOOTING AS NEEDED TO CLEAR FOOTING, SEE DETAIL 2/SD3.0.
14. ALL CONSTRUCTION JOINTS IN FOOTINGS SHALL OCCUR AT MID-SPANS AND BE FORMED VERTICALLY.
15. REMOVE ALL WATER SOFTENED SOILS FROM FOOTING EXCAVATIONS PRIOR TO PLACING CONCRETE. FILL REMAINING VOIDS WITH ADDITIONAL CONCRETE.
16. SUPPORT ALL BOTTOM REINFORCING IN FOOTINGS WITH CONCRETE BRICKS SPACED AT 36" OC MAX AS PER ACI-SP-11.
17. FORM ALL FOOTINGS IF SOIL ITSELF IS UNSTABLE FOR SUPPORT.
18. WHERE GRAVITY PLUMBING LINES OCCUR BELOW TOP OF FOOTINGS, STEP FOOTINGS DOWN TO PROVIDE CLEARANCE OVER TOP OF FOOTINGS. DO NOT PLACE PIPES BELOW FOOTINGS.
19. IN NO CASE SHALL TRUCKS, BULLDOZERS OR HEAVY EQUIPMENT BE PERMITTED WITHIN 8'-0" OF ANY FRESHLY POURED CONCRETE FOUNDATIONS.

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DOCUMENT HISTORY

# CITY CENTER
# SPORTS COMPLEX EXPANSION
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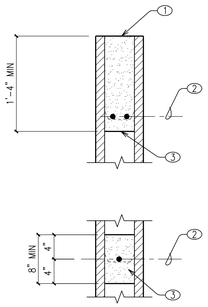
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SHEET TITLE
FOUNDATION AND ROOF FRAMING PLANS

DRAWING NO.
S2.0

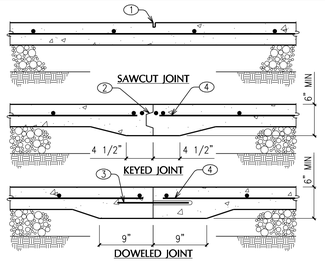



1. TOP OF WALL
2. HORIZ BOND BEAM REINFORCING PER GSN UNO ON PLAN OR DETAIL
3. CONT GROUT STOP FOR HORIZ GROUT

**NOTE:**
1. VERT REINFORCING NOT SHOWN FOR CLARITY. SEE TYP DETAIL WHERE DOUBLE VERT BARS REQUIRED
2. SEE DETAILS FOR ADDITIONAL GROUT DEPTH REQUIRED AROUND EMBEDED ITEMS
3. BOLTS, DOWELS OR EMBEDED STRAP SHALL HAVE 4" MIN GROUT COVER
4. VERIFY WALL WIDTHS WITH PLAN AND MASONRY WALL SCHEDULE.

## 11 TYPICAL HORIZONTAL BOND BEAM

Scale: NONE

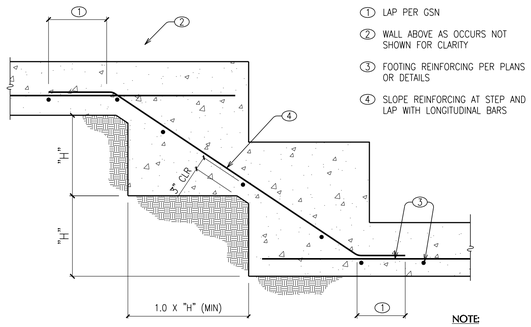



**NOTES:**
1. USE DOWELED OR KEYED JOINT AT SLOPE TRANSITIONS IN RAMPS AT SLAB ON GRADE
2. KEYED OR DOWELED JOINT NEED ONLY OCCUR AT EXPOSED EDGES DURING PLACEMENT
3. CONCRETE CONTROL JOINTS SHALL BE LOCATED ACCORDING TO GEN STRUCTURAL NOTES OR AS SHOWN ON PLANS. ADD CONTROL JOINTS SUCH THAT AREA ENCLOSED BY JOINTS DOES NOT EXCEED 260 SQ FEET WITH ASPECT RATIO LESS THAN 1.5 TO 1.0

1. SAWCUT JOINT. 1/8" WIDE x 1/4 SLAB THICKNESS. CUT SHOULD BE MADE AS SOON AS POSSIBLE TO PREVENT UNCONTROLLED SHRINKAGE CRACKING BUT NOT SO SOON AS TO CAUSE RAVELING, ERODING OR SPALLING OF JOINT. CUT SHOULD BE MADE WITHIN 12 HOURS OF CONCRETE PLACEMENT
2. 1 1/2"x3 1/2" CONT TAPERED KEY
3. 3/4" DIAx16" LONG SMOOTH DOWEL AT 18" OC. POLYETHYLENE WRAP ONE END TO PREVENT BOND TO CONCRETE. CENTER IN SLAB THICKNESS AT POUR JOINT. MISLOCATED DOWELS WILL CAUSE CRACKING
4. INTERRUPT EVERY OTHER BAR AT KEYED JOINT. INTERRUPT ALL BARS AT DOWELED JOINT. CENTER REINF BARS IN SLAB THICKNESS UNLESS NOTED OTHERWISE

## 7 TYPICAL CONTROL JOINT IN SLAB ON GRADE

Scale: NONE

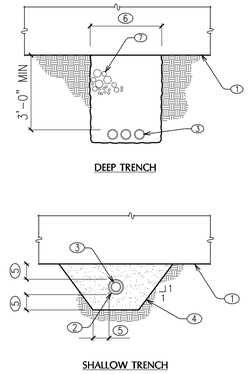



1. LAP PER GSN
2. WALL ABOVE AS OCCURS NOT SHOWN FOR CLARITY
3. FOOTING REINFORCING PER PLANS OR DETAILS
4. SLOPE REINFORCING AT STEP AND LAP WITH LONGITUDINAL BARS

**NOTE:**
"H" = 1'-6" (MAX)

## 3 TYPICAL STEPPED FOOTING

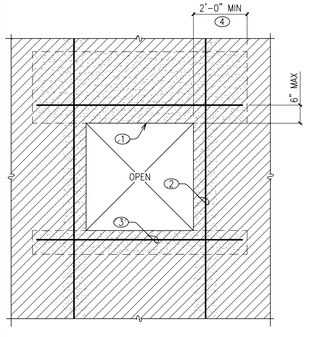
Scale: NONE




1. BOTTOM OF CONCRETE FOOTING OR FOUNDATION
2. SLEEVE. SIZE TO PROVIDE 1 1/2" MIN. CLEARANCE AROUND UTILITY PIPE
3. UTILITY PIPE
4. LEAN CONCRETE FILL. PLACE PRIOR TO FOOTING PLACEMENT. EXTEND CONCRETE AND SLEEVE 3'-0" PAST EACH SIDE FOOTING
5. CLEARANCE EQUAL TO SLEEVE DIA (6" MIN)
6. 4'-0" MAX. WIDTH, WHERE TRENCH WIDTH EXCEEDS 3'-0", NOTIFY STRUCTURAL ENGINEER PRIOR TO PLACEMENT OF FOOTING
7. BACKFILL AND RECOMPACT TRENCH PER SOIL REPORT AND SPECIFICATIONS
8. BOTTOM OF TRENCH PARALLEL TO FOUNDATION SHALL NOT BE CLOSER THAN 1 TO 1 SLOPE FROM BOTTOM EDGE OF FOOTING

## 1 TYPICAL UTILTIY TRENCH AT CONTINUOUS FOOTING

Scale: NONE

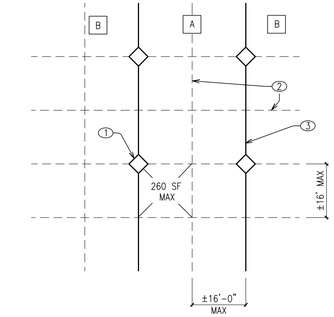



1. VERTICAL WALL REINFORCING IN SOLID GROUTED CELL EACH SIDE OF JOINT
2. CONTINUOUS VERTICAL CONTROL JOINT MATERIAL PER ARCHITECTURAL. AT FIREWALL OR AREA SEPARATIONS, CERE BLANKET IS REQUIRED. REQUEST INFORMATION FROM ARCHITECT
3. CONTINUE HORIZONTAL BOND BEAM REINFORCING THRU JOINT. WRAP BARS WITH MASTIC FOR BOND BREAK WITHIN 1'-6" OF JOINT. DO NOT LAP HORIZONTAL REINFORCING WITHIN 4'-0" OF CONTROL JOINT

**NOTE:**
1. CONTROL JOINTS TO BE LOCATED AS SHOWN ON PLAN OR AS SPECIFIED IN THE GENERAL STRUCTURAL NOTES WITH MAX SPACING OF 30'-0". COORDINATE WITH ARCHITECTURAL ELEVATIONS, PLANS AND SPECIFICATIONS
2. DO NOT LAP BOND BEAM WITHIN 4'-0" OF CONTROL JOINT COORDINATE WITH ARCHITECTURAL

## 12 TYPICAL MASONRY WALL CONTROL JOINT

Scale: NONE



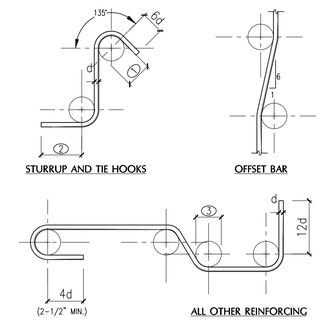

1. CLOSURE POUR AROUND COLUMN
2. SAW CUT CONTROL JOINT SEE TYP DETAIL
3. DOWLED OR KEYED JOINT BETWEEN POURS

**NOTES:**
1. SPACE JOINTS AT 16' MAX EW WITH RATIO NOT TO EXCEED 1.5:1 FOR ANY PANEL. ADD (2)#4x48" DIAGONAL AT INSET CORNER OR PERPENDICULAR TO DISCONTINUOUS JOINT.
2. PLACE POUR STRIP AT COLUMNS OR SUBDIVIDE BETWEEN COLUMNS OR WALLS. LOCATE JOINT FROM INSET CORNERS WHERE APPROPRIATE
3. SLAB SHALL BE WITH BREAKAWAY SECTIONS OF 5'-0"x5'-0" MAX

A FIRST SLAB POUR STRIP
B SECOND SLAB POUR STRIP

## 8 PLAN-CONCRETE SLAB ON GRADE PLACEMENT

Scale: NONE

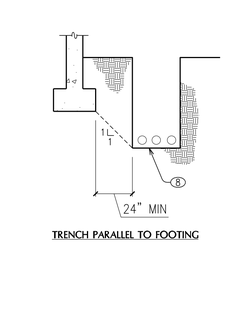



1. MINIMUM FINISHED BEND DIAMETER 4d FOR #5 BAR AND SMALLER, 6d FOR #6 THRU #8. TYPICAL FOR STIRRUPS AND TIES ONLY
2. 6d FOR #5 AND SMALLER 12d FOR #6 THRU #8
3. MINIMUM FINISHED BEND DIAMETER 6d UP TO #8 BAR, 8d FOR #9 THRU #11, 12d FOR #14 AND #18. TYPICAL FOR ALL REINFORCING EXCEPT STIRRUPS AND TIES

**NOTE:**
1. d = BAR DIAMETER
2. ALL REINFORCEMENT SHALL BE BENT COLD UNLESS NOTED OTHERWISE ON PLANS OR DETAILS
3. REINFORCING PARTIALLY EMBEDDED IN CONCRETE SHALL NOT BE FIELD BENT UNLESS SPECIFICALLY NOTED ON PLANS OR DETAILS

## 4 STANDARD REBAR BENDING DETAIL

Scale: NONE




**NOTE:**
1. PIPES SHALL NOT PASS THRU FOOTING OR WALL WITHOUT SPECIFIC APPROVAL AND INSTRUCTIONS FROM THE ENGINEER.
2. FOOTING SETTLEMENT OR DIFFERENTIAL MOVEMENT MAY DAMAGE UTILITY PIPES. DETAILS ARE SUGGESTED MEANS OF PROTECTING PIPES. ENGINEER SHALL NOT BE RESPONSIBLE FOR ANY DAMAGE TO PIPES OR FOUNDATIONS

TRENCH PARALLEL TO FOOTING

## 1 TYPICAL UTILTIY TRENCH AT CONTINUOUS FOOTING

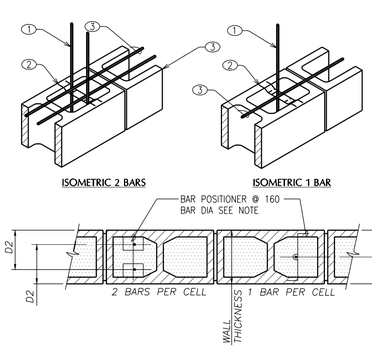
Scale: NONE




1. LINTEL PER PLAN OR GSN
2. VERT JAMB REINFORCING IN GROUTED CELL TO MATCH VERT WALL REINFORCING OR SPECIAL REINFORCING WHERE NOTED. EXTEND VERT REINFORCING FULL HEIGHT OF WALL
3. #5 IN SOLID GROUTED BOND BEAM AT BOTTOM OF OPENING
4. BEND BARS VERTICALLY AT CORNERS OR OTHER INTERFERENCE

## 13 TYPICAL SMALL OPENING IN MASONRY WALL

Scale: NONE



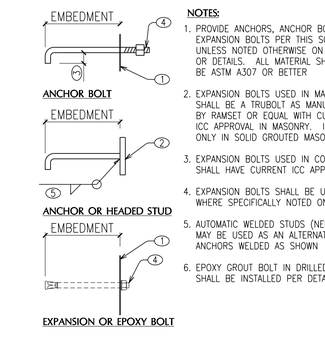

1. VERTICAL REINFORCING EACH FACE OF WALL UNO ON PLAN. HOLD BAR AT 2" CLR TO OUTSIDE FACE OF BLOCK
2. WIRE POSITIONER (SPIDER CLIP) OR TIE AT 8'-0" VERTICALLY
3. HORIZONTAL REINFORCING TO INSIDE OF VERTICAL BARS

| WALL THK | D1 | D2 |
|---|---|---|
| 8" | 3.8" | 5.3" |
| 12" | 5.8" | 9.3" |

**NOTES:**
1. WIRE POSITIONERS AS SHOWN SHALL BE USED IN ALL WALLS REQUIRING 2 BARS IN A CELL (DOUBLE VERT REINFORCING)
2. A MINIMUM OF 1 BAR POSITIONER SHALL BE LOCATED WITHIN 12" OF TOP OF INDIVIDUAL BARS.

## 9 TYPICAL REINFORCING IN MASONRY WALL

Scale: NONE



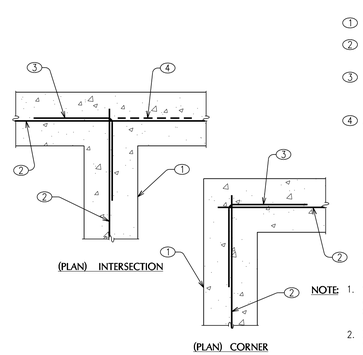

**NOTES:**
1. PROVIDE ANCHORS, ANCHOR BOLTS AND EXPANSION BOLTS PER THIS SCHEDULE UNLESS NOTED OTHERWISE ON PLANS OR DETAILS. ALL MATERIAL SHALL BE ASTM A307 OR BETTER
2. EXPANSION BOLTS USED IN MASONRY SHALL BE A TRUBOLT AS MANUFACTURED BY RAMSET OR EQUAL WITH CURRENT ICC APPROVAL IN MASONRY. INSTALL ONLY IN SOLID GROUTED MASONRY
3. EXPANSION BOLTS USED IN CONCRETE SHALL HAVE CURRENT ICC APPROVAL
4. EXPANSION BOLTS SHALL BE USED ONLY WHERE SPECIFICALLY NOTED ON DRAWINGS
5. AUTOMATIC WELDED STUDS (NELSON STUDS) MAY BE USED AS AN ALTERNATE TO BENT ANCHORS WELDED AS SHOWN
6. EPOXY GROUT BOLT IN DRILLED HOLE SHALL BE INSTALLED PER DETAIL AND GSN

1. FACE OF WALL, TOP OF WALL, COLUMN ETC.
2. PLATE, ANGLE, CHANNEL ETC
3. 1 1/2" (MIN.) STANDARD HOOK TYP.
4. THREADS MAY BE INCLUDED IN SHEAR PLANE AT FACE OF PLATE AS APPLIES.
5. FILLET WELD SIZE: 1/2" DIA BOLT: 1/4" 5/8" TO 7/8" DIA BOLT: 5/16" 1" DIA BOLT: 1"

| BOLT DIAMETER | VERT BOLT EMBEDMENT LENGTH | HORIZ BOLT EMBEDMENT LENGTH |
|---|---|---|
| 1/2" | 6" | 4" |
| 5/8" | 6" | 4" |
| 3/4" | 7" | 6" |
| 7/8" | 8" | 6" |
| 1" | 9" | 7" |
| 1 1/4" | 11" | 9" |

## 5 TYPICAL EMBEDDED BOLT OR HEADED STUD

Scale: NONE

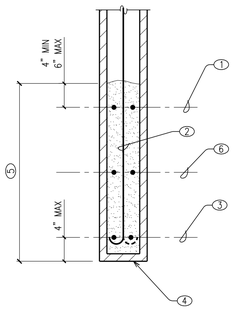



1. STEM WALL OR FOOTING
2. HORIZ REINFORCING PER PLAN OR DETAILS
3. BENT CORNER BARS TO MATCH AND LAP WITH EACH HORIZ BAR PER REBAR LAP SCHEDULE
4. ALTERNATE BEND

**NOTE:**
1. VERT OR TRANSVERSE REINFORCING AS OCCURS NOT SHOWN FOR CLARITY
2. BEND DETAILS SIMILAR FOR DOUBLE MAT OF WALL REINFORCING

## 2 TYPICAL CORNER REINF IN FOOTING OR WALL

Scale: NONE




1. TOP REINFORCING WHERE INDICATED
2. VERTICAL WALL REINFORCING TO MATCH ADJACENT – ALTERNATE BENDS
3. BOTTOM REINFORCING PER SCHEDULE OR GSN
4. OPEN END LINTEL BLOCK OR BLOCK GROUT. SEE ARCH'L
5. GROUT HEIGHT PER PLAN OR GSN. GROUT SOLID AT SOLE PLATE BOLTS
6. INTERMEDIATE REINFORCING WHERE INDICATED IN SCHEDULE

## 14 TYPICAL MASONRY LINTEL DETAIL

Scale: NONE

### MASONRY LAP SCHEDULE (1)

| BAR SIZE | MIN BAR SPACING (IN) (2) | SEE NOTE (3) | ALL OTHER BARS |
|---|---|---|---|
| 3 | 1 7/8 | 15 | 15 |
| 4 | 2 | 26 | 26 |
| 5 | 2 | 40 | 40 |
| 6 | 2 | 72 | 54 |
| 7 | 2 | 84 | 63 |
| 8 | 2 | 96 | 72 |
| 9 | 2 | 108 | 81 |

1. LAP LENGTHS BASED ON LAP SPLICE PER FBC 2023 AND IBC 2018 SECTION 2107 AND 2108 FOR UNCOATED BARS IN MASONRY. F'm=1500 PSI. ALL LAP LENGTHS ARE IN INCHES.
2. MINIMUM BAR SPACING IS MEASURED AS CLEAR DISTANCE BETWEEN BARS OR CLEAR DISTANCE TO EDGE OF MASONRY.
3. HORIZONTAL REINFORCING IN LINTELS, BOND BEAMS AT FLOORS AND ROOFS. ALL WALL VERTICAL REINFORCING, ALL BARS DESIGNATED AS "COLLECTOR", "CHORD", OR "DRAG".

## 10 TYPICAL REBAR LAP SPLICE SCHEDULE FOR MASONRY

Scale: NONE

### CONCRETE LAP SCHEDULE (1)(3)

| BAR SIZE | MIN BAR SPACING (IN) (2) | 6000 PSI | | 5000 PSI | | 3000 PSI | | 4000 PSI | |
|---|---|---|---|---|---|---|---|---|---|
| | | TOP (4) BARS | OTHER BARS | TOP (4) BARS | OTHER BARS | TOP (4) BARS | OTHER BARS | TOP (4) BARS | OTHER BARS |
| 2 | 1 | 15 | 15 | 20 | 16 | 19 | 14 | 16 | 12 |
| 3 | 1 | 20 | 15 | 22 | 17 | 28 | 22 | 24 | 19 |
| 4 | 1 | 26 | 20 | 29 | 22 | 37 | 29 | 32 | 25 |
| 5 | 1 1/4 | 33 | 25 | 36 | 28 | 47 | 36 | 40 | 31 |
| 6 | 1 1/2 | 40 | 31 | 43 | 33 | 56 | 43 | 48 | 37 |
| 7 | 1 3/4 | 58 | 44 | 63 | 49 | 81 | 63 | 70 | 54 |
| 8 | 2 | 66 | 51 | 72 | 55 | 93 | 72 | 80 | 62 |
| 9 | 2 1/4 | 74 | 57 | 81 | 63 | 105 | 81 | 91 | 70 |
| 10 | 2 1/2 | 83 | 64 | 91 | 70 | 118 | 91 | 102 | 79 |
| 11 | 2 3/4 | 93 | 71 | 101 | 78 | 131 | 101 | 113 | 87 |

1. LAP LENGTHS BASED ON CLASS B LAP SPLICE PER ACI 318-19 FOR NORMAL WT CONCRETE AND UNCOATED BARS. ALL LAP LENGTHS ARE IN INCHES
2. BAR SPACING IS MEASURED AS CLEAR DISTANCE BETWEEN BARS. NOTIFY ENGINEER WHERE BAR SPACING IS LESS THAN MIN SPACING NOTED IN SCHEDULE
3. SEE PLAN OR GSN FOR CONCRETE STRENGTH
4. TOP BARS ARE BARS SO PLACED THAT 12 INCHES OR MORE OF FRESH CONCRETE IS CAST IN MEMBER BELOW SPLICE

## 6 TYPICAL REBAR LAP SPLICE SCHEDULE FOR CONCRETE

Scale: NONE


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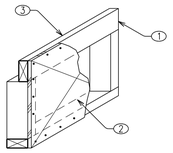

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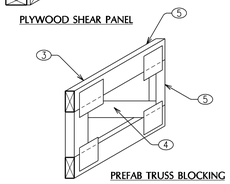
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| JS | AK |
| ISSUE DATE | AE PROJECT NUMBER |
| 6-MAR-2026 | 2508 |

SHEET TITLE
TYPICAL DETAILS

DRAWING NO.
SD1.0




PLYWOOD SHEAR PANEL




PREFAB TRUSS BLOCKING

1. SOLID 2X BLOCKING AT EACH EDGE OF PLYWOOD PANEL VERTICAL BLOCKING MAY BE OMITTED WHERE WALLS ABOVE BLOCK ARE NOT AND PANEL HEIGHT IS 16" OR LESS
2. 3/8" SOLID PLYWOOD PANEL WITH 8d AT 6" O.C. AT EDGES.
3. NAIL TOP AND BOTTOM CHORD TO FRAMING PER DETAILS OR SCHEDULE.
4. SOLID 2X DIAGONAL TO PROVIDE ADEQUATE LATERAL STRENGTH.
5. SOLID 2X FRAMING AT EDGES OF BLOCK – TRUSS PLATE AT CORNERS PER MFR.

**NOTES:**

1. SHEAR PANEL USING EITHER PLYWOOD PANEL OR PREFAB TRUSS BLOCKING TO BE INSTALLED PER DETAILS U.N.O.
2. BLOCKING AT TOP EDGE TO BE VERTICAL [V] WHERE INSTALLED

   UNDER LOAD BEARING WALLS. OTHERWISE BLOCKING MAY LAY VERTICAL [V] OR HORIZONTAL [▭]
3. TRUSS MANUFACTURER TO DESIGN PREFAB BLOCKING FOR LATERAL FORCE
4. BLOCKING SHALL EXTEND TO UNDERSIDE OF SHEATHING

## 7 TYPICAL SHEAR PANEL BLOCKING

Scale: NONE

| CONNECTION | NAILING |
|---|---|
| JOIST OR TRUSS BEARING ON SILL OR GIRDER, TOENAIL | (3) 8d |
| BRIDGING TO JOIST, TOENAIL EACH END | (2) 8d |
| SOLE PLATE TO JOIST OR BLOCKING, FACE NAIL | 16d AT 16" OC |
| TOP PLATE TO STUD, END NAIL TO EACH STUD | (2) 16d |
| STUD TO SOLE PLATE | (4) 8d TOENAIL OR (2) 16d END NAIL |
| DOUBLE STUDS, FACE NAIL | 16d AT 24" OC |
| DOUBLE TOP PLATES, FACE NAIL | 16d AT 16" OC |
| TOP PLATES, INTERSECTIONS, FACE NAIL | 2 – 16d |
| CONTINUOUS HEADER, TWO PIECES | 16d AT 16" OC ALONG EACH EDGE |
| CEILING JOISTS TO PLATE, TOENAIL | (3) 8d |
| CONTINUOUS HEADER TO STUD, TOENAIL | (4) 8d |
| CEILING JOISTS, LAPS OVER PARTITIONS, FACE NAIL | (3) 16d |
| CEILING JOISTS TO PARALLEL RAFTERS, FACE NAIL | (3) 16d |
| RAFTER OR TRUSS TO PLATE, TOE NAIL | (3) 8d |
| BUILT-UP CORNER STUDS | 16d AT 24" OC |
| PLYWOOD SHEATHING | SEE DETAIL 11 SHEET SD1.0 |

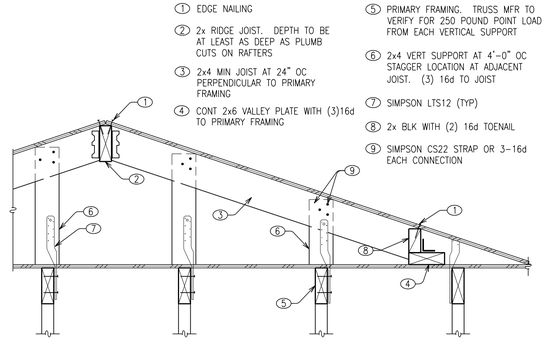
**NOTE:** 1. MIN NAILING SPECIFIED HEREIN SHALL BE PROVIDED UNO ON PLANS, DETAILS OR GSN.

2. MINIMUM NAIL SIZE PER GENERAL STRUCTURAL NOTES

3. NAILING NOT NOTED SHALL BE PER IBC TABLE 2304.9.1

## 8 TYPICAL MINIMUM NAILING SCHEDULE

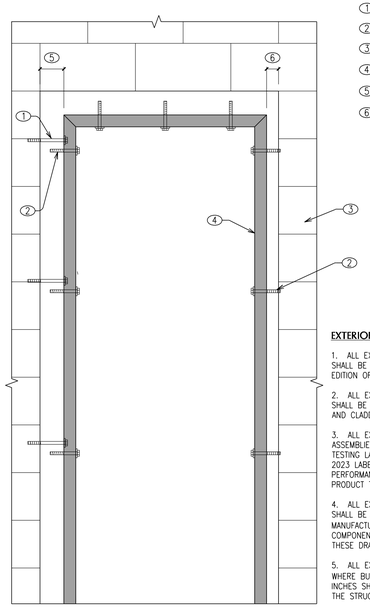
Scale: NONE




1. EDGE NAILING
2. 2x RIDGE JOIST. DEPTH TO BE AT LEAST AS DEEP AS PLUMB CUTS ON RAFTERS
3. 2x4 MIN JOIST AT 24" OC PERPENDICULAR TO PRIMARY FRAMING
4. CONT 2x6 VALLEY PLATE WITH (3)16d TO PRIMARY FRAMING
5. PRIMARY FRAMING. TRUSS MFR TO VERIFY FOR 250 POUND POINT LOAD FROM EACH VERTICAL SUPPORT
6. 2x4 VERT SUPPORT AT 4'–0" OC STAGGER LOCATION AT ADJACENT JOIST. (3) 16d TO JOIST
7. SIMPSON LTS12 (TYP)
8. 2x BLK WITH (2) 16d TOENAIL
9. SIMPSON CS22 STRAP OR 3–16d EACH CONNECTION

## 9 TYPICAL OVERBUILD FRAMING DETAIL

Scale: NONE




1. BUCK ANCHOR
2. WINDOW/DOOR JAMB ANCHOR
3. MASONRY WALL PER PLAN
4. WINDOW OR DOOR SYSTEM SEE ARCH'L
5. BUCK THICKNESS 1 1/2" OR GREATER
6. BUCK THICKNESS LESS THAN 1 1/2"

**NOTE:**

SEE GENERAL NOTES ON ANCHORING ALL EXTERIOR WINDOW AND DOOR ASSEMBLIES.

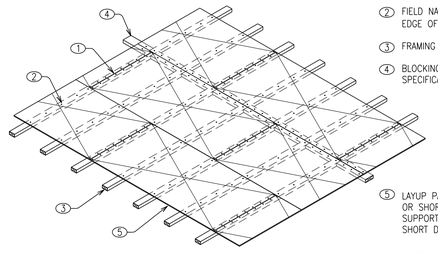
BUCK ANCHORS TO JAMBS SHALL BE 1/4" DIA STAINLESS STEEL TAPCON SCREWS WITH A MINIMUM OF 1 1/4" EMBEDMENT INTO JAMB. PROVIDE (1) ANCHOR WITHIN 4" OF ALL CORNERS FOR BOTH VERTICAL AND HORIZONTAL BUCKS AND AT 8" OC MAX FOR THE LENGTH OF EACH BUCK.

**EXTERIOR WINDOW AND DOOR ASSEMBLIES**

1. ALL EXTERIOR WINDOW AND DOOR ASSEMBLIES SHALL BE DESIGNED AND INSTALLED PER THE 2023 EDITION OF THE FLORIDA BUILDING CODE.
2. ALL EXTERIOR WINDOW AND DOOR ASSEMBLIES SHALL BE DESIGNED TO RESIST THE COMPONENT AND CLADDING LOADS SHOWN ON SHEET S1.1.
3. ALL EXTERIOR WINDOW AND GLASS DOOR ASSEMBLIES SHALL BE TESTED BY AN INDEPENDENT TESTING LABORATORY IN ACCORDANCE WITH FBC 2023 LABEL IDENTIFYING THE MANUFACTURER PERFORMANCE CHARACTERISTICS AND APPROVED PRODUCT TESTING ENTITY.
4. ALL EXTERIOR WINDOW AND DOOR ASSEMBLIES SHALL BE ANCHORED TO STRUCTURE PER THE MANUFACTURER'S RECOMMENDATIONS TO RESIST THE COMPONENT AND CLADDING LOADS SHOWN ON THESE DRAWINGS.
5. ALL EXTERIOR WINDOW AND DOOR ASSEMBLIES WHERE BUCK THICKNESS IN LESS THAN 1 1/2 INCHES SHALL BE ANCHORED THRU THE JAMB INTO THE STRUCTURAL SUBSTRATE.
6. ALL EXTERIOR WINDOW AND DOOR ASSEMBLIES WHERE BUCK THICKNESS IS 1 1/2 INCHES OR GREATER, THE BUCK SHALL BE ANCHORED DIRECTLY TO THE STRUCTURAL SUBSTRATE AND THE WINDOWS AND DOORS SHALL BE ANCHORED THRU THE JAMB AND INTO THE BUCK.
7. ALL EXTERIOR WINDOW AND DOOR ASSEMBLY DETAILS SHALL BE SUBMITTED ALONG WITH THE CONTRACT DRAWINGS TO THE BUILDING DEPARTMENT FOR APPROVAL.

## 4 ELEVATION AT TYPICAL MASONRY FRAMED OPENING

Scale: NONE




1. EDGE NAILING (NAILING AT EDGE OF PANEL, BLOCKING AND DIAPHRAGM BOUNDARIES)
2. FIELD NAILING (NAILING AWAY FROM EDGE OF PANEL)
3. FRAMING MEMBER PER PLAN
4. BLOCKING AT EDGES WHERE SPECIFICALLY NOTED ON PLANS
5. LAYUP PANEL W/ LONG DIMENSION OR SHORT DIMENSION ACROSS SUPPORTS. STAGGER JOINTS IN SHORT DIRECTION

**NOTE:**

SEE PLAN, PLAN NOTES, AND GSN FOR SHEATHING AND NAILING REQUIREMENTS

## 5 TYPICAL SHEATHING LAYOUT

Scale: NONE

| SIMPLE ROOF FRAMING OR ROOF OVERBUILD FRAMING | | |
|---|---|---|
| MAXIMUM HORIZONTAL SPAN | JOIST | RIDGE/VALLEY/HIP FRAMING |
| 4'–0" | 2X4 | 2X4 |
| 10'–0" | 2X6 | 2X8 |
| 13'–0" | 2X8 | 2X10 |
| 17'–0" | 2X10 | 2X12 |
| 20'–0" | 2X12 | 2 – 2X12 |

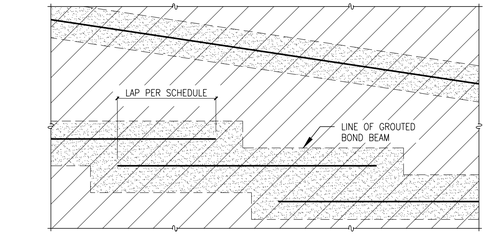
| SIMPLE CEILING FRAMING | |
|---|---|
| MAXIMUM HORIZONTAL SPAN | CEILING JOIST |
| 6'–0" | 2X4 |
| 14'–0" | 2X6 |
| 20'–0" | 2X8 |

**NOTE:** 1. CONNECT FRAMING AT OVERBUILD AREAS PER TYPICAL DETAILS

2. FRAMING NOT BEARING ON SUPPORT SHALL BE HUNG USING SIMPSON LU, U, HU TYPE HANGERS DESIGNATED FOR THE JOIST SIZE. AT SPANS LESS THAN 10'–0" SIMPSON A34 OR 4–16d NAILS MAY BE USED AT SPANS LESS THAN 5'–6", 3 – 16d NAILS MAY BE USED.

## 6 TYPICAL JOIST SCHEDULE FOR SIMPLE FRAMING

Scale: NONE

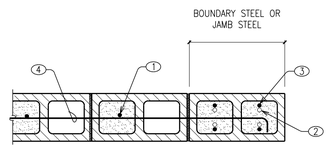



**NOTE:**

1. BOND BEAM REINFORCING MAY BE HORIZONTAL (WITH STEPS) OR MAY SLOPE AS SHOWN.
2. AT STEP BOND BEAM, LAP BAR #8 BAR DIAMETERS WITH A MAX SPACE OF 8" BETWEEN BARS. GROUT SHALL EXTEND 8" MIN PAST END OF BAR.
3. MIN DEPTH OF GROUT AROUND REINFORCING PER TYPICAL HORIZONTAL BOND BEAM DETAIL AND GSN.
4. VERTICAL REINFORCING NOT SHOWN.

## 1 TYPICAL MASONRY WALL BOND BEAM

Scale: NONE



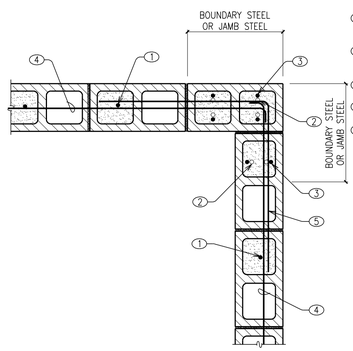

1. TYPICAL VERTICAL STEEL PER SCHEDULE
2. FOUNDATION STEEL OR LOWER LEVEL BAR
3. UPPER LEVEL BARS
4. HORIZONTAL STEEL PER SCHEDULE

**NOTE:**

THIS DETAIL IS A DEPICTION OF REINFORCING AND TIES. SEE SCHEDULE SHEET S1.2 FOR REINFORCING REQUIRED

## 2 TYPICAL 8" MASONRY SHEAR WALL PLAN

Scale: NONE




1. TYPICAL VERTICAL STEEL PER SCHEDULE
2. FOUNDATION STEEL OR LOWER LEVEL BAR
3. UPPER LEVEL BARS
4. HORIZONTAL STEEL PER SCHEDULE
5. CORNER BARS SAME SIZE AND SPACING AS HORIZ REINFORCING. LAP PER GSN OR SCHEDULE. PROVIDE STANDARD HOOK AND ALTERNATE BEND DIRECTION AT INTERSECTION

**NOTE:**

THIS DETAIL IS A DEPICTION OF REINFORCING AND TIES. SEE SCHEDULE SHEET S1.2 FOR REINFORCING REQUIRED

## 3 PLAN-TYPICAL CORNER IN MASONRY WALL

Scale: NONE


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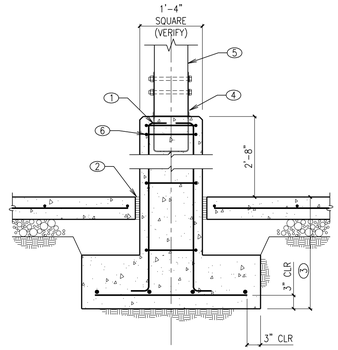

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| ISSUE DATE | AE PROJECT NUMBER |
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SHEET TITLE
TYPICAL DETAILS

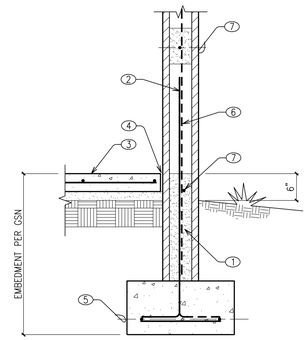
DRAWING NO.
SD1.1




1. (4) #5 "Z" DOWELS IN PEDESTAL IN CORNERS
2. FIBERBOARD ISOLATION
3. SEE PLAN OR GSN FOR FOOTING EMBEDMENT
4. SIMPSON CB88 POST BASE
5. 8X8 WOOD POST
6. (2) #4 TIES AT 2" OC AT TOP OF PEDESTAL AND AT 16" OC THROUGHOUT HEIGHT

## 4 DETAIL

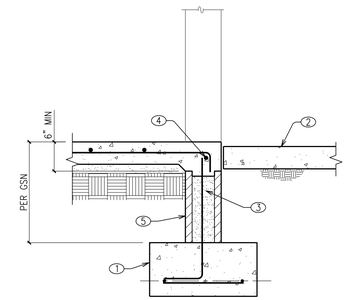
SCALE: 3/4"=1'-0"




1. GROUT SOLID BELOW GRADE
2. DOWEL TO MATCH AND LAP WITH EACH VERT BAR PER SCHEDULE 10 ON SHEET SD3.0
3. CONCRETE SLAB PER PLAN
4. 1/2" EXPANSION JOINT WITH CAULKING
5. FOOTING REINFORCING PER SCHEDULE
6. VERTICAL REINFORCING PER MASONRY WALL SCHEDULE SHEET S1.1
7. HORIZONTAL REINFORCING PER MASONRY WALL SCHEDULE SHEET S1.1
8. FINISH GRADE OR HARDSCAPE PER ARCHITECTURAL AND CIVIL DRAWINGS

## 1 DETAIL

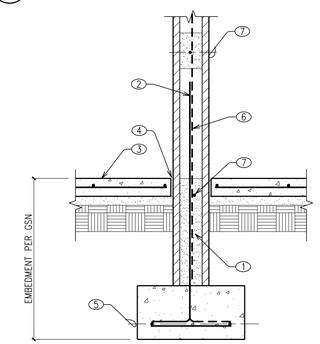
SCALE: 3/4"=1'-0"




1. FOOTING CONT FROM BEYOND
2. EXTERIOR SLAB AS OCCURS
3. SOLID GROUT MASONRY STEM. HOLD DOWN GROUT 1 1/2"
4. REINF CONT FROM BEYOND
5. 8" OR 12" CMU STEM AS OCCURS PER PLAN AND SCHECULE

## 2 DETAIL

SCALE: 3/4"=1'-0"




1. GROUT SOLID BELOW GRADE
2. DOWEL TO MATCH AND LAP WITH EACH VERT BAR PER SCHEDULE 10 ON SHEET SD3.0
3. CONCRETE SLAB PER PLAN
4. 1/2" EXPANSION JOINT WITH CAULKING
5. FOOTING REINFORCING PER SCHEDULE
6. VERTICAL REINFORCING PER MASONRY WALL SCHEDULE SHEET S1.1
7. HORIZONTAL REINFORCING PER MASONRY WALL SCHEDULE SHEET S1.1

## 3 DETAIL

SCALE: 3/4"=1'-0"

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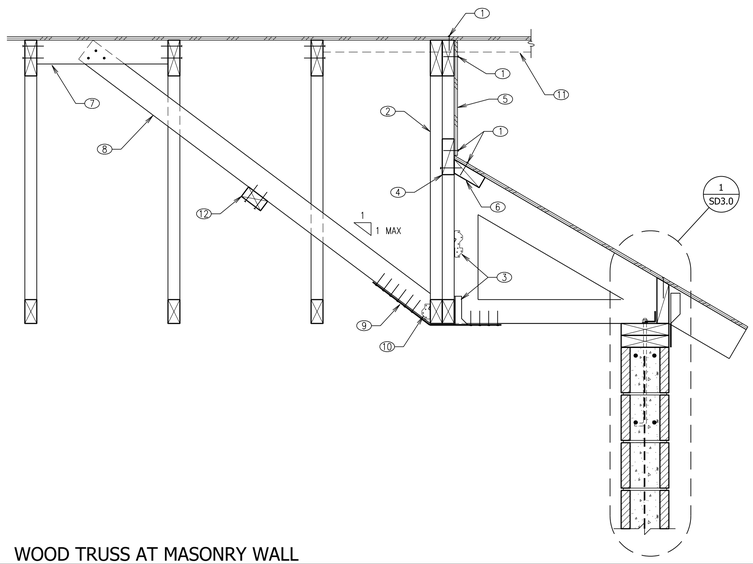
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SHEET TITLE
FOUNDATION DETAILS

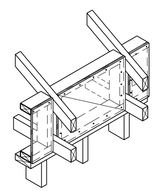
DRAWING NO.
SD2.0




1. BOUNDARY NAILING
2. GIRDER TRUSS PER MFR
3. TRUSS CONNECTIONS PER MFR
4. MFR TO PROVIDE WEB TRUSS MEMBER TO RECEIVE NAILING
5. SHEATHING AT HIGH GABLE: 3/8" MIN WITH 8d NAILS AT 6" OC ALL EDGES, 12" OC FIELD
6. SOLID 2X BLOCKING TO RECEIVE (4) 16d PER BLOCK
7. 2x BLOCK AT 48" OC WITH (2) 16d EACH END
8. 2x4 BRACE TO ALIGN WITH JACK TRUSS WITH (3) 16d NAIL TO BLK
9. SIMPSON MSTA24 WITH MIN (4) NAILS EACH END.
10. SIMPSON A34 EACH BRACE TO GIRDER TRUSS
11. OUTRIGGERS PER ARCH'L AT CANTILEVER CONDITION. FLAT 2x4 AT 24" OC IF NOT SHOWN ON ARCH'L
12. 1x2 OR 2x4 FLAT BRACE WITH (2) 10d AT MIDLENGTH WHERE BRACE LENGTH EXCEEDS 6'-0"

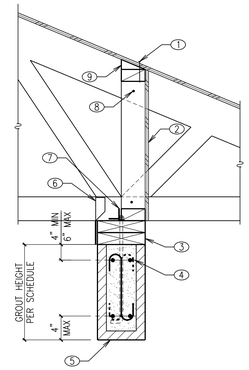
## 7 WOOD TRUSS AT MASONRY WALL

Scale: NONE



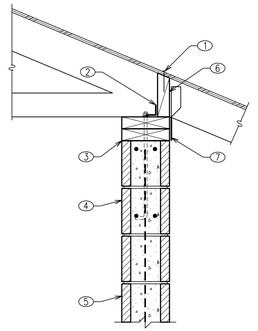
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1. BOUNDARY NAILING
2. PREFAB PANEL BLOCK OR 3/8" PLYWOOD PANEL BLOCK. 8d COMMONS AT 6" OC TO 2x4 BLOCKING AT (4) SIDES
3. DOUBLE 2x8 CONTINUOUS PLATE WITH 5/8" DIA x 16" ANCHOR BOLTS AT 32" OC OR 5/8" DIA EPOXY BOLTS WITH 7" MINIMUM EMBEDMENT AT 32" OC
4. TOP REINFORCING WHERE INDICATED IN SCHEDULE
5. OPEN END LINTEL BLOCK OR BLOCK GROUT. SEE LINTEL SCHEDULE
6. SEE TRUSS CONNECTOR SCHEDULE
7. SIMPSON A35 CLIP AT 24" OC
8. 16d TOP AND BOTTOM TO TRUSS EACH SIDE
9. 2x SHAPED BLOCKING CONTINUOUS




## 4 WOOD TRUSS AT MASONRY LINTEL

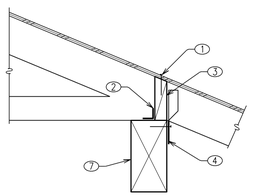
Scale: NONE




1. BOUNDARY NAILING
2. SIMPSON A35 CLIP AT 24" OC
3. DOUBLE 2x8 CONTINUOUS PLATE WITH 5/8" DIA x 16" ANCHOR BOLTS AT 32" OC OR 5/8" DIA EPOXY BOLTS WITH 7" MINIMUM EMBEDMENT AT 32" OC
4. 8"x16" BOND BEAM WITH (2) #5 CONTINUOUS TOP AND BOTTOM
5. MASONRY WALL PER PLAN
6. 2x SOLID BLOCKING. PROVIDE (1) 2" DIA MAX HOLE PER BLOCK FOR ROOF VENTILATION
7. TRUSS CONNECTOR PER PLAN

## 1 WOOD TRUSS AT MASONRY WALL

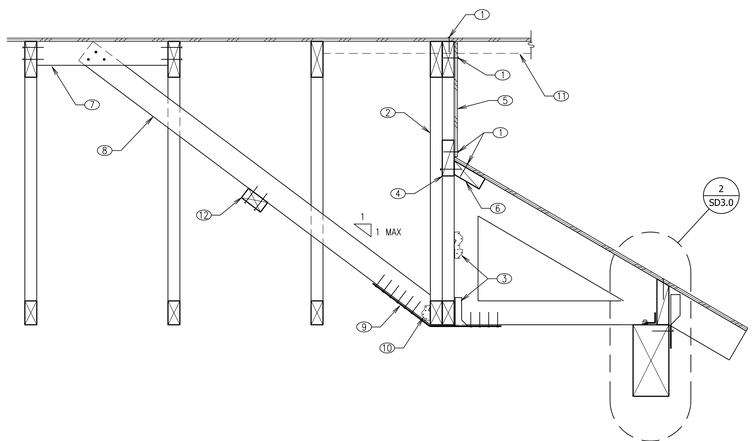
Scale: NONE




1. BOUNDARY NAILING
2. SIMPSON A35 CLIP AT 24" OC
3. 2x SOLID BLOCKING. PROVIDE (1) 2" DIA MAX HOLE PER BLOCK FOR ROOF VENTILATION
4. TRUSS CONNECTOR PER PLAN
5. WOOD BEAM PER PLAN

## 2 WOOD TRUSS AT WOOD BEAM

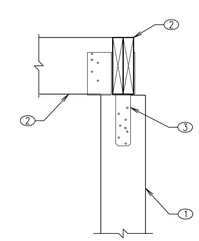
Scale: NONE




1. BOUNDARY NAILING
2. GIRDER TRUSS PER MFR
3. TRUSS CONNECTIONS PER MFR
4. MFR TO PROVIDE WEB TRUSS MEMBER TO RECEIVE NAILING
5. SHEATHING AT HIGH GABLE: 3/8" MIN WITH 8d NAILS AT 6" OC ALL EDGES, 12" OC FIELD
6. SOLID 2X BLOCKING TO RECEIVE (4) 16d PER BLOCK
7. 2x BLOCK AT 48" OC WITH (2) 16d EACH END
8. 2x4 BRACE TO ALIGN WITH JACK TRUSS WITH (3) 16d NAIL TO BLK
9. SIMPSON MSTA24 WITH MIN (4) NAILS EACH END.
10. SIMPSON A34 EACH BRACE TO GIRDER TRUSS
11. OUTRIGGERS PER ARCH'L AT CANTILEVER CONDITION. FLAT 2x4 AT 24" OC IF NOT SHOWN ON ARCH'L
12. 1x2 OR 2x4 FLAT BRACE WITH (2) 10d AT MIDLENGTH WHERE BRACE LENGTH EXCEEDS 6'-0"

## 8 WOOD TRUSS AT WOOD BEAM

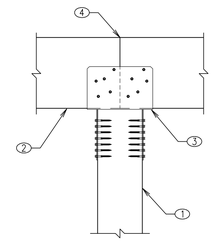
Scale: NONE




1. WOOD POST PER PLAN
2. WOOD BEAM PER PLAN
3. SIMPSON ECCLQ48SDS-SS

## 5 WOOD BEAMS AT WOOD CORNER POST

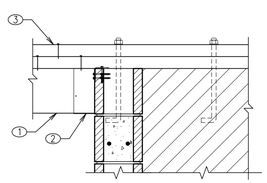
Scale: NONE




1. WOOD POST PER PLAN
2. WOOD BEAM PER PLAN
3. SIMPSON CCQ TYPE POST CAP UNO ON PLAN
4. BEAM JOINT TO BE CENTERED OVER POST

## 3 WOOD BEAMS AT WOOD POST

Scale: NONE




1. WOOD BEAM PER PLAN
2. SIMPSON WMU7.50X WITH (4) TITEN TURBO 1/4"x1 3/4" SCREWS TO CMU FACE AND (2) TO TOP OF CMU
3. CONTINUE NAILER PLATES OVER BEAM WITH 16d AT 16" OC STAGGERED EACH LAYER. STAGGER AND LAP 4'-0" MIN AT SPLICE.

## 6 WOOD BEAM AT MASONRY WALL CORNER

Scale: NONE


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AA-C000925


REVISIONS

| NO. | DATE | DESCRIPTION |
|---|---|---|
| | | |

DOCUMENT HISTORY

# CITY CENTER SPORTS COMPLEX EXPANSION PARKS AND RECREATION CITY OF PORT ORANGE

4625 CITY CENTER DRIVE
PORT ORANGE, FL

ARCH/ENGR OF RECORD
JOHN P. SIMKO, PE 30122

| DESIGNED BY | DRAWN BY |
|---|---|
| JS | AK |
| ISSUE DATE | AE PROJECT NUMBER |
| 6-MAR-2026 | 2508 |

SHEET TITLE
ROOF FRAMING DETAILS

DRAWING NO.
SD3.0

## HVAC SYMBOLS

| SYMBOL | DESCRIPTION |
|---|---|
| | NEW DUCT WORK |
| | FLEXIBLE DUCT |
| | SUPPLY AIR DUCT WORK |
| | RETURN AIR OR EXHAUST DUCT WORK |
| | DUCT WORK TRANSITION |
| | 90° ELBOW WITH TURNING VANES |
| | RADIUS ELBOW |
| | MANUAL AIR VOLUME CONTROL DAMPER |
| OR | SUPPLY AIR DEVICE |
| | RETURN AIR DEVICE |
| | EXHAUST AIR DEVICE |
| T | WALL MOUNTED THERMOSTAT |
| S | WALL MOUNTED TEMPERATURE SENSOR |
| SP | STATIC PRESSURE SENSOR |
| PS | ANSUL SYSTEM PULL STATION |
| SD | DUCT SMOKE DETECTOR |
| A-100 | DIFFUSER DEVICE TYPE - AIR QUANTITY |
| TYP. | TYPICAL |
| (E) | EXISTING |
| RTU-10 | EQUIPMENT DESIGNATION TAG |
| UC | 1" DOOR UNDERCUT |
| 1 | REVISION REFERENCE |
| R | REFRIGERATION PIPING |
| | CONDENSATE PIPING ON ROOF |
| CD | CONDENSATE DRAIN PIPING |
| FD | FIRE DAMPER |
| SD | SMOKE DAMPER |
| F/SD | FIRE/SMOKE DAMPER |
| CO | CLEANOUT |
| | ACCESS DOOR/PANEL |

## TESTING AND BALANCING NOTES

1. CONTRACTOR WILL BE RESPONSIBLE TO PROVIDE TESTING, ADJUSTING AND BALANCING FOR THIS PROJECT. TESTING, ADJUSTING AND BALANCING SHALL BE DONE IN ACCORDANCE WITH THESE NOTES.
2. THE FOLLOWING MECHANICAL (HVAC) SYSTEMS SHALL BE TESTED, ADJUSTED AND BALANCED:
   A. AIR HANDLING UNITS AND RELATED SUPPLY AND RETURN DUCTWORK, INCLUDING ALL AIR INLETS AND OUTLETS AND AIR HANDLING UNIT OUTSIDE AIR.
   B. EXHAUST FANS.
3. PRIOR TO COMMENCING ANY WORK; REVIEW CONTRACT DOCUMENTS, TESTING,ADJUSTING AND BALANCING STRATEGIES AND STEP-BY-STEP PROCEDURES.
4. CONTRACTOR PROVIDING TESTING, ADJUSTING AND BALANCING SHALL BE CERTIFIED BY EITHER AABC OR NEBB.
5. TESTING, ADJUSTING AND BALANCING REPORT FORMS SHALL BE STANDARD FORMS FROM EITHER AABC OR NEBB.
6. CONTRACTOR SHALL COORDINATE THE EFFORTS OF FACTORY-AUTHORIZED SERVICE REPRESENTATIVES FOR SYSTEMS AND EQUIPMENT. HVAC CONTROLS INSTALLERS, AND OTHER MECHANICS TO OPERATE HVAC SYSTEMS AND EQUIPMENT TO SUPPORT AND ASSIST THE TESTING , ADJUSTING AND BALANCING ACTIVITIES.
7. CONTRACTOR SHALL VERIFY QUANTITIES AND LOCATIONS OF BALANCING DEVICES. CONTRACTOR SHALL VERIFY THAT THESE BALANCING DEVICES ARE ACCESSIBLE AND APPROPRIATE FOR BALANCING AND FOR EFFICIENT SYSTEM EQUIPMENT OPERATION PRIOR TO COMMENCEMENT OF WORK..
8. CONTRACTOR SHALL PERFORM TESTING AND BALANCING PROCEDURES IN EACH AIR AND WATER SYSTEM.
9. HVAC SYSTEM AIR AND WATER FLOW RATES SHALL BE WITHIN THE FOLLOWING TOLERANCES:
   A. SUPPLY: PLUS 5 TO PLUS 10 PERCENT
   B. RETURN: PLUS 5 TO PLUS 10 PERCENT
   C. EXHAUST FANS: PLUS 5 TO PLUS 10 PERCENT
   D. EQUIPMENT WITH FANS: PLUS 5 TO PLUS 10 PERCENT
   E. AIR OUTLETS AND INLETS: 0 TO MINUS 10 PERCENT
   F. DOMESTIC HOT WATER RECIRCULATING FLOW RATE: 0 TO MINUS 10 PERCENT.
10. FINAL BALANCING REPORT SHALL INCLUDE THE FOLLOWING:
    A. TEST CONDITIONS FOR FANS AND PUMPS
    B. SYSTEMS DIAGRAMS
    C. AIR CONDITIONING UNIT TEST REPORTS
    D. APPARATUS COIL TEST REPORTS
    E. ELECTRICAL-COIL TEST REPORTS
    F. FAN TEST REPORTS
    G. DUCT TRANSVERSE REPORTS
    H. AIR-TERMINAL DEVICE REPORTS
    I. SYSTEM COIL REPORTS
    J. PUMP TEST REPORTS
11. ADDITIONAL TESTING AND BALANCING SHALL BE MADE AS DIRECTED BY THE DESIGN ENGINEER TO CORRECT UNUSUAL CONDITIONS. ADDITIONAL TESTING WILL NOT EXCEED THREE DAYS DURING THE FIRST SIX MONTHS OF OPERATION.
12. IF INITIAL TESTING AND BALANCING PROCEDURES WERE NOT PERFORMED DURING THE NEAR-PEAK SUMMER AND WINTER CONDITIONS, PERFORM ADDITIONAL TESTING, ADJUSTING DURING NEAR-PEAK SUMMER AND WINTER CONDITIONS.
13. CONTRACTOR TO PROVIDE THREE (3) COPIES OF THE TESTING, ADJUSTING AND BALANCING REPORT FOR REVIEW.

## MECHANICAL GENERAL NOTES

1. ALL MECHANICAL WORK SHALL MEET ALL THE REQUIREMENTS OF THE FLORIDA BUILDING CODE EIGHTH EDITION 2023, FLORIDA BUILDING CODE EIGHTH EDITION 2023- MECHANICAL, FBC EIGHTH EDITION 2023- ENERGY CONSERVATION, FFPC EIGHTH EDITION- 2023.
2. CONTRACTOR TO VISIT SITE AND VERIFY ALL CLEARANCES BEFORE FABRICATION OF DUCTWORK AND PROVIDE ADDITIONAL OFFSET AND/OR CHANGES IN DUCT SIZES TO MEET FIELD CONDITIONS AND COORDINATE WITH ELECTRICAL, PLUMBING AND FIRE PROTECTION SUBCONTRACTOR BEFORE ANY CONSTRUCTION WORK.
3. PROVIDE EQUIPMENT GUARDS AT ALL EQUIPMENT WITHIN 10 FEET OF A ROOF EDGE OR OPEN SIDE OF WALKING SURFACE THAT IS OVER 30" ABOVE FLOOR GRADE.
4. OUTSIDE AIR INTAKES (ROOFTOP UNITS, GRAVITY ROOF VENTS, LOUVERS) SHALL MAINTAIN A MINIMUM OF 10'-0" FROM ANY EXHAUST OUTLET OR SANITARY VENT.
5. PROVIDE ALL MECHANICAL EQUIPMENT WITH MANUFACTURER'S RECOMMENDED SERVICE AREA CLEARANCES.
6. ALL ROOF TOP UNITS SHALL BE CONSTRUCTED AND INSTALLED TO WITHSTAND LOCAL WIND LOAD DESIGN.
7. DUCT SMOKE DETECTORS SHALL BE FURNISHED BY THE FIRE ALARM CONTRACTOR, INSTALLED IN DUCT BY THE MECHANICAL CONTRACTOR AND WIRED BY THE FIRE ALARM CONTRACTOR. SMOKE DETECTORS SHALL BE INSTALLED IN ACCORDANCE WITH NFPA 72, NATIONAL FIRE ALARM CODE; NFPA 90A, STANDARD FOR INSTALLATION OF AIR-CONDITIONING AND VENTILATING SYSTEMS, FLORIDA BUILDING CODE EIGHTH EDITION 2023 - MECHANICAL AND THE MANUFACTURER'S INSTALLATION INSTRUCTIONS. COORDINATE LOCATION OF SMOKE DETECTORS WITH FIRE ALARM CONTRACTOR. PROVIDE A VISIBLE/AUDIBLE NOTIFICATION PANEL. MAKE: SYSTEM SENSOR RTS2 OR EQUAL, COMPATIBLE WITH BUILDING FIRE ALARM SYSTEM.
8. PLANS AND DIAGRAMS ARE SCHEMATIC ONLY AND SHOULD NOT BE SCALED.
9. PROVIDE EXTERNAL DUCT INSULATION FOR SUPPLY, RETURN AND OUTSIDE AIR DUCTWORK. DUCTWORK INSULATION SHALL BE FOIL FACED FIBERGLASS DUCT WRAP WITH A MINIMUM THERMAL RESISTANCE (R) OF 6.0. INSULATION SHALL HAVE VAPOR BARRIER. INSTALL PER MFR. REQUIREMENTS.
10. COORDINATE CEILING MOUNTED DIFFUSERS, REGISTERS, AND GRILLES AND OTHER CEILING MOUNTED EQUIPMENT WITH OTHER CEILING MOUNTED EQUIPMENT. SEE REFLECTED CEILING PLAN.
11. DUCTWORK, DIFFUSERS, REGISTERS, GRILLES, AND OTHER ITEMS OF THE AIR HANDLING SYSTEM SHALL NOT BE SUPPORTED BY THE CEILING OR CEILING SUSPENSION SYSTEM.
12. CONTRACTOR TO PROVIDE ALL SUPPLEMENTARY STEEL REQUIRED TO SUSPEND MECHANICAL EQUIPMENT & MATERIALS. INSTALLATION OF EQUIPMENT SHALL COMPLY WITH MANUFACTURER'S SPECIFICATIONS AND CLEARANCE REQUIREMENTS FOR SERVICING OF EQUIPMENT
13. VERIFY VOLTAGE REQUIREMENTS WITH ELECTRICAL CONTRACTOR BEFORE ORDERING EQUIPMENT.
14. PROVIDE A TRAP IN ALL CONDENSATE PIPING SERVING AIR HANDLING UNITS AND ROOFTOP UNITS. SLOPE CONDENSATE LINE 1/8" PER FOOT. ALL CONDENSATE DRAIN PIPING SHALL BE PROPERLY SUPPORTED.
15. GUARANTEE; FOR ONE YEAR AFTER DATE OF ACCEPTANCE BY THE OWNER, ALL EQUIPMENT, MATERIALS AND WORKMANSHIP TO BE FREE FROM DEFECT.
16. DO NOT CUT STRUCTURAL MEMBERS WITHOUT PRIOR WRITTEN APPROVAL OF THE STRUCTURAL ENGINEER.
17. FLEXIBLE AND RIGID ROUND DUCT TAKE-OFFS FOR DIFFUSERS SHALL BE THE SAME SIZE AS DIFFUSER NECK. MAXIMUM FLEXIBLE DUCT LENGTH SHALL BE 8'-0". FLEXIBLE DUCT SHALL BE THERMAFLEX TYPE M-KC OR EQUAL. FLEXIBLE DUCT SHALL BE INSULATED FIBERGLASS, R-6, CLASS 1, UL181 LISTED AND COMPLY WITH NFPA 90A AND NFPA 90B.
18. ALL WALL MOUNTED THERMOSTATS AND HUMIDISTATS SHALL BE INSTALLED AT AN ELEVATION OF 48" ABOVE FINISHED FLOOR TO THE TOP UNLESS OTHERWISE NOTED ON DRAWINGS. LOCATION OF THE WALL MOUNTED THERMOSTAT SHALL BE COORDINATED WITH OTHER TRADES FOR A NEAT APPEARANCE. FINAL LOCATION OF THERMOSTAT SHALL BE SUBJECT TO THE APPROVAL OF THE ENGINEER OR HIS REPRESENTATIVE IN THE FIELD.
19. PROVIDE FLEXIBLE NEOPRENE DUCT CONNECTORS ON THE DISCHARGE AND ENTERING SIDES OF ROOFTOP UNITS, AIR HANDLING UNITS, FANS AND OTHER VIBRATING EQUIPMENT TO WHICH DUCTWORK IS ATTACHED.
20. PROVIDE ACCESS DOORS IN HARD CEILINGS OR WALLS REQUIRING ACCESS TO VALVES, FIRE DAMPERS, BALANCING DAMPERS, VOLUME DAMPERS OR OTHER PARTS OF THE SYSTEM WHICH REQUIRE OPERATION OR MAINTANENCE AND ARE LOCATED AT INACCESSIBLE AREAS. MAKE: MILCOR MODEL C FOR CEILING LOCATION. MILCOR MODEL M FOR WALL LOCATION. INSTALL FOR DOWNWARD OPENING IN CEILING LOCATIONS.
21. COORDINATION: CONTRACTOR SHALL COORDINATE ITS CONSTRUCTION OPERATIONS WITH THOSE OF OTHER CONTRACTORS AND ENTITIES TO ENSURE EFFICIENT AND ORDERLY INSTALLATION OF EACH PART OF THE WORK. CONTRACTOR SHALL COORDINATE ITS OPERATIONS WITH OTHER CONTRACTORS OPERATIONS, THAT DEPEND ON EACH OTHER FOR PROPER INSTALLATION, CONNECTION AND OPERATION.
22. REFER TO ARCHITECTURAL DRAWINGS FOR ALL RELATED CONSTRUCTION DETAILS AS APPLICABLE TO THE HVAC SYSTEM. CHASE AND WALL PENETRATIONS INTENDED FOR DUCTWORK AND PIPING SHALL BE VERIFIED WITH ARCHITECTURAL DRAWINGS PRIOR TO INSTALLATION.
23. MECHANICAL EQUIPMENT, DUCTWORK AND PIPING IS SHOWN AT APPROXIMATE LOCATIONS. FIELD MEASURE FINAL DUCTWORK AND PIPING LOCATIONS PRIOR TO FABRICATION AND MAKE ADJUSTMENT AS REQUIRED TO FIT THE DUCTWORK AND PIPING WITHIN THE AVAILABLE SPACE. FIELD VERIFY FINAL LOCATIONS TO INSTALL EQUIPMENT IN ACCORDANCE WITH THE MANUFACTURER'S RECOMMENDATIONS REGARDING SERVICE CLEARANCE AND PROPER AIRFLOW CLEARANCE AROUND EQUIPMENT.
24. WHEN THE INTENT OF THE DRAWINGS AND SPECIFICATIONS IS NOT CLEAR, OR IS CAPABLE OF MORE THAN ONE INTERPRETATION, SUCH MATTERS WILL BE BROUGHT TO THE ATTENTION OF THE ARCHITECT/ENGINEER IN WRITING BEFORE THE SUBMISSION OF BIDS. THE ARCHITECT/ENGINEER SHALL MAKE CORRECTION OR EXPLANATION IN WRITING.
25. PLANS AND SPECIFICATIONS ARE INTENDED AS A GENERAL DESCRIPTION OF THE WORK TO BE PERFORMED. ALL ITEMS NOT SPECIFICALLY MENTIONED OR SHOWN, BUT NECESSARY FOR THE COMPLETION OF THE INSTALLATION, SHALL BE FURNISHED AND INSTALLED BY THIS CONTRACTOR. THIS CONTRACTOR SHALL THOROUGHLY ACQUAINT HIMSELF WITH THE MECHANICAL, ARCHITECTURAL, STRUCTURAL AND ELECTRICAL PLANS BEFORE SUBMITTING HIS FINAL BID. NO ADDITIONAL COMPENSATION WILL BE ALLOWED DUE TO THE CONTRACTOR'S FAILURE TO FAMILIARIZE HIMSELF/ HERSELF WITH THE PLANS.
26. CONTRACTOR SHALL ENGAGE A FACTORY-AUTHORIZED SERVICE REPRESENTATIVE FOR START-UP TO INSPECT, TEST AND ADJUST FIELD-ASSEMBLED COMPONENTS AND EQUIPMENT INSTALLATION, INCLUDING CONNECTIONS AND PERFORM THE FOLLOWING FIELD TESTS AND INSPECTIONS:
    1. LEAK TEST: AFTER INSTALLATION, CHARGE SYSTEM AND TEST FOR LEAKS. REPAIR LEAKS AND RETEST UNTIL NO LEAKS EXIST.
    2. OPERATIONAL TEST: AFTER ELECTRICAL CIRCUITRY HAS BEEN ENERGIZED, START UNITS TO CONFIRM PROPER MOTOR ROTATION AND UNIT OPERATION.
    3. TEST AND ADJUST CONTROLS AND SAFETIES. REPLACE DAMAGED AND MALFUNCTIONING CONTROLS AND EQUIPMENT.
    4. REPORT TESTING RESULTS IN WRITTEN REPORT.
27. MECHANICAL, PLUMBING AND ELECTRICAL CONTRACTOR SHALL COORDINATED ELECTRICAL VOLTAGE, AMPERAGE, OVER CURRENT PROTECTION AND ALL OTHER ELECTRICAL COMPONENTS AND ACCESSORIES OF THE HVAC AND PLUMBING EQUIPMENT BEFORE ORDERING.

## PIPING MATERIAL SCHEDULE

| SERVICE | SIZE | MATERIAL | SCHEDULE / TYPE | INSULATION | | REMARKS |
|---|---|---|---|---|---|---|
| | | | | TYPE | THICK | |
| A/C CONDENSATE | ALL | PVC | SCH. 40 | NONE | - | -- |
| REFRIGERANT PIPING | ALL | COPPER | TYPE L | FG | 1" | -- |

NOTES:

1. FIBERGLASS PIPE INSULATION: MINERAL OR GLASS FIBERS BONDED WITH A THERMOSETTING RESIN. SEMIRIGID BOARD MATERIAL WITH FACTORY-APPLIED ASJ COMPLYING WITH ASTM C 1393, OR WITH PROPERTIES SIMILAR TO ASTM C 612. NOMINAL DENSITY IS 2.5 LB/CU. FT. OR MORE. THERMAL CONDUCTIVITY (K VALUE) AT 100 DEG. F (55 DEG. C) IS 0.29 BTU X IN./H X SQ.FT. X DEG. F (0.042 W/M X K) OR LESS. ALL SERVICE JACKET (ASJ): WHITE, KRAFT-PAPER, FIBERGLASS-REINFORCED SCRIM WITH ALUMINUM-FOIL BACKING; COMPLYING WITH ASTM C 1136, TYPE MANUFACTURERS; A. CERTAINTEED CORP., B. JOHNS MANVILLE, C. KNAUF INSULATION, D. OWENS CORNING.
2. FLEXIBLE ELASTOMERIC PIPE INSULATION: CLOSED CELL SPONGE OR EXPANDED - RUBBER MATERIALS. COMPLY WITH ASTM C-534, TYPE I FOR TUBULAR MATERIALS. PROVIDE SEALANT COMPATIBLE WITH MATERIAL. MANUFACTURERS: ARMAFLEX BY ARMACELL OR EQUAL.

## FLORIDA BUILDING CODE EIGHTH EDITION (2023) ENERGY CONSERVATION COMPLIANCE

THE DESIGN COMPLIES WITH SECTION C401.2 APPLICATION ITEM 3:

THE REQUIREMENTS OF SECTION C402.5, C403.2, C404, C405.2, C405.4, C405.5, C407 AND C408. THE BUILDING ENERGY COST SHALL BE EQUAL TO OR LESS THAN 85 PERCENT OF THE STANDARD REFERENCE DESIGN BUILDING.

## DRAWING INDEX



| SHEET NUMBER | TITLE |
|---|---|
| M0.1 | Mechanical General Information |
| M1.1 | Mechanical Floor Plan |
| M5.1 | Mechanical Schedules & Details |
| | |



## SUBMITTALS AND SUBSTITUTIONS

1. CONTRACTOR SHALL SUBMIT THE FOLLOWING EQUIPMENT FOR REVIEW PRIOR TO ORDERING AND INSTALLING
   A. AIR HANDLING UNITS AND AIR COOLED CONDENSERS
   B. DIFFUSERS AND REGISTERS
   C. EXHAUST FANS
   D. DUCT WORK
   E. DUCT CONSTRUCTION STANDARDS
2. PROCESSING TIME: ALLOW 10 WORKING DAYS FOR REVIEW OF EACH SUBMITTAL. ALLOW ADDITIONAL TIME IF COORDINATION WITH SUBSEQUENT SUBMITTALS IS REQUIRED. ENGINEER WILL ADVISE CONTRACTOR WHEN A SUBMITTAL BEING PROCESSED MUST BE DELAYED FOR COORDINATION.
3. SUBMITTALS: PLACE A PERMANENT LABEL OR TITLE BLOCK ON EACH SUBMITTAL ITEM FOR IDENTIFICATION. INDICATE NAME OF FIRM OR ENTITY THAT PREPARED EACH SUBMITTAL ON LABEL OR TITLE BLOCK. PROVIDE A SPACE BESIDE TITLE BLOCK TO RECORD CONTRACTOR'S REVIEW AND APPROVAL MARKINGS AND ACTION TAKEN BY ENGINEER. INCLUDE THE FOLLOWING INFORMATION FOR PROCESSING AND RECORDING ACTION TAKEN:
   A. PROJECT NAME.
   B. DATE.
   C. NAME OF ENGINEER.
   D. NAME OF CONTRACTOR.
   E. NAME OF SUBCONTRACTOR.
   F. NAME OF SUPPLIER.
   G. NAME OF MANUFACTURER.
   H. DRAWING NUMBER AND DETAIL REFERENCES, AS APPROPRIATE.
   I. LOCATION WHERE PRODUCT IS TO BE INSTALLED, AS APPROPRIATE.
4. SUBMIT ELECTRONIC SUBMITTALS VIA EMAIL AS PDF ELECTRONIC FILES.
5. PAPER SUBMITTALS: SUBMIT THREE PAPER COPIES OF EACH SUBMITTAL UNLESS OTHER WISE INDICATED. ENGINEER WILL RETURN TWO COPIES.
6. COLLECT SUBMITTAL DATE INFORMATION INTO A SINGLE SUBMITTAL FOR EACH ELEMENT OF CONSTRUCTION AND TYPE OF PRODUCT OR EQUIPMENT. MARK EACH COPY OF EACH SUBMITTAL TO SHOW WHICH PRODUCTS AND OPTIONS ARE APPLICABLE. INCLUDE THE FOLLOWING INFORMATION, AS APPLICABLE:
   A. MANUFACTURER'S CATALOG CUTS.
   B. MANUFACTURER'S PRODUCT SPECIFICATIONS.
   C. STATEMENT OF COMPLIANCE WITH SPECIFIED REFERENCED STANDARDS.
   D. NOTATION OF COORDINATION REQUIREMENTS.
   E. WIRING DIAGRAMS SHOWING FACTORY-INSTALLED WIRING.
   F. PRINTED PERFORMANCE CURVES.
   G. OPERATIONAL RANGE DIAGRAMS.
   H. CLEARANCES REQUIRED TO OTHER CONSTRUCTION, IF NOT INDICATED ON ACCOMPANYING SHOP DRAWINGS.
7. CONTRACTOR SHALL REVIEW EACH SUBMITTAL AND CHECK FOR COORDINATION WITH OTHER WORK OF THE CONTRACT AND FOR COMPLIANCE WITH THE CONTRACT DOCUMENTS. NOTE CORRECTIONS AND FIELD DIMENSIONS. MARK WITH APPROVAL STAMP BEFORE SUBMITTING TO ENGINEER. APPROVAL STAMP: STAMP SHALL STATE THAT SUBMITTAL HAS BEEN REVIEWED, CHECKED, AND APPROVED FOR COMPLIANCE WITH THE CONTRACT DOCUMENTS AND INITIALLED AND DATED BY CONTRACTOR.
8. ENGINEER WILL REVIEW EACH SUBMITTAL, MAKE MARKS TO INDICATE CORRECTIONS OR REVISIONS REQUIRED, AND RETURN IT. ENGINEER WILL STAMP EACH SUBMITTAL WITH AN ACTION STAMP AND WILL MARK STAMP APPROPRIATELY TO INDICATE ACTION.
9. ENGINEER WILL NOT REVIEW SUBMITTALS THAT DO NOT BEAR CONTRACTOR'S APPROVAL STAMP AND INITIALS AND WILL RETURN THEM WITHOUT ACTION. INCOMPLETE SUBMITTALS ARE UNACCEPTABLE, WILL BE CONSIDERED NONRESPONSIVE, AND WILL BE RETURNED FOR RESUBMITTAL WITHOUT REVIEW. SUBMITTALS NOT REQUIRED BY THE CONTRACT DOCUMENTS MAY NOT BE REVIEWED AND MAY BE DISCARDED
10. SUBSTITUTIONS:
    A. SUBSTITUTION OFFERS OWNER A SUBSTANTIAL ADVANTAGE IN COST, TIME, ENERGY CONSERVATION, OR OTHER CONSIDERATIONS.
    B. SUBSTITUTION DOES NOT REQUIRE EXTENSIVE REVISIONS TO THE CONTRACT DOCUMENTS. CONTRACTOR SHALL COMPENSATE ENGINEER FOR ANY REDESIGN AND EVALUATION SERVICES INCLUDING CHANGES REQUIRED BY AUTHORITY HAVING JURISDICTION.
    C. SUBSTITUTION WILL NOT ADVERSELY AFFECT CONSTRUCTION SCHEDULE.
    D. SUBSTITUTION HAS RECEIVED NECESSARY APPROVALS OF AUTHORITIES HAVING JURISDICTION.
    E. SUBSTITUTION HAS BEEN COORDINATED WITH OTHER PORTIONS OF THE WORK.
    F. SUBSTITUTION PROVIDES SPECIFIED WARRANTY.
    G. SUBSTITUTION HAS BEEN COORDINATED WITH OTHER PORTIONS OF THE WORK, AND IS ACCEPTABLE TO ALL CONTRACTORS INVOLVED.
    H. CONTRACTOR SHALL ASSUME ANY ADDITIONAL CONSTRUCTION COSTS AS A RESULT OF THE SUBSTITUTION.

## DUCT CONSTRUCTION NOTES

1. SUPPLY AIR, RETURN AIR, OUTSIDE AIR, AND EXHAUST AIR DUCTWORK SHALL BE GALVANIZED SHEET METAL, EXCEPT WHERE INDICATED. METALLIC DUCTS SHALL BE CONSTRUCTED AND INSTALLED PER THE FLORIDA BUILDING CODE EIGHTH EDITION 2023 - MECHANICAL AND THE 2020 EDITION OF THE SMACNA HVAC DUCT CONSTRUCTION STANDARDS - METAL AND FLEXIBLE MANUAL.
2. METAL DUCT STATIC PRESSURE CLASSIFICATION:
   SUPPLY AIR DUCT: 2" W.G.
   RETURN AIR DUCT: 2" W.G. (NEGATIVE)
   EXHAUST AIR DUCT: 2" W.G. (NEGATIVE)
3. SEAL ALL TRANSVERSE JOINTS AND LONGITUDINAL SEAMS PER THE FLORIDA BUILDING CODE EIGHTH EDITION 2023 - ENERGY CONSERVATION TABLE C403.2.9.2 AND THE 2020 EDITION OF SMACNA HVAC DUCT CONSTRUCTION STANDARDS - METAL AND FLEXIBLE.
4. CROSS-BREAK DUCT SURFACES 19" THROUGH 60" USE ANGLE REINFORCING FOR DUCT SIZES OVER 60".
5. ALL METAL LONGITUDINAL SEAMS SHALL BE PITTSBURGH OR OTHER SMACNA LISTED SEAMS. DO NOT USE BUTTON PUNCH SNAPBACK SEAMS.
6. SUSPEND METAL DUCTWORK NOT EXCEEDING 30" LONGEST SIDE. AT EVERY JOINT (NOT TO EXCEED 10'-0") USING 1"x 18 GAUGE GALVANIZED STRAPS ATTACHED TO BOTTOM AND SIDE OF DUCT.
7. SUSPEND METAL DUCTWORK, EXCEEDING 30" LONGEST SIDE, AT MAXIMUM 8'-0" INTERVALS USING ANGLES AND RODS.
8. SUPPORT DUCTWORK AND EQUIPMENT FROM STRUCTURAL MEMBER. ATTACHMENT TO ROOF DECK IS NOT ACCEPTABLE.
9. DUCT SIZES MUST BE VERIFIED FOR CLEARANCES AT THE JOB SITE PRIOR TO FABRICATION. DIMENSIONS MAY BE CHANGED TO ACCOMMODATE CONSTRUCTION. SUBMIT ALL MODIFICATION TO DESIGN ENGINEER FOR APPROVAL.
10. DUCT TRANSITIONS SHALL BE CONSTRUCTED WITH SLOPE OF 1/4.
11. TURNING VANES SHALL BE PROVIDED IN ALL SUPPLY DUCT RECTANGULAR ELBOWS WITH ANGLES BETWEEN 15 DEGREES AND LESS THAN 90 DEGREES PER THE SMACNA HVAC DUCT CONSTRUCTION STANDARDS MANUAL.
12. DUCT DIMENSIONS SHOWN ON DRAWING ARE CLEAR INSIDE DIMENSIONS. WHERE DUCT LINER IS SHOWN INCREASE METAL DUCT SIZE TO ALLOW FOR DUCT LINER.
13. UNLESS OTHERWISE NOTED, INSTALL DUCTWORK AS HIGH AS POSSIBLE, TIGHT TO BOTTOM OF STRUCTURE. COORDINATE DUCT ELEVATION WITH STORM LEADERS, WATER PIPING, SANITARY DRAINS ,MAJOR ELECTRICAL CONDUIT, LIGHTING FIXTURES, ETC..

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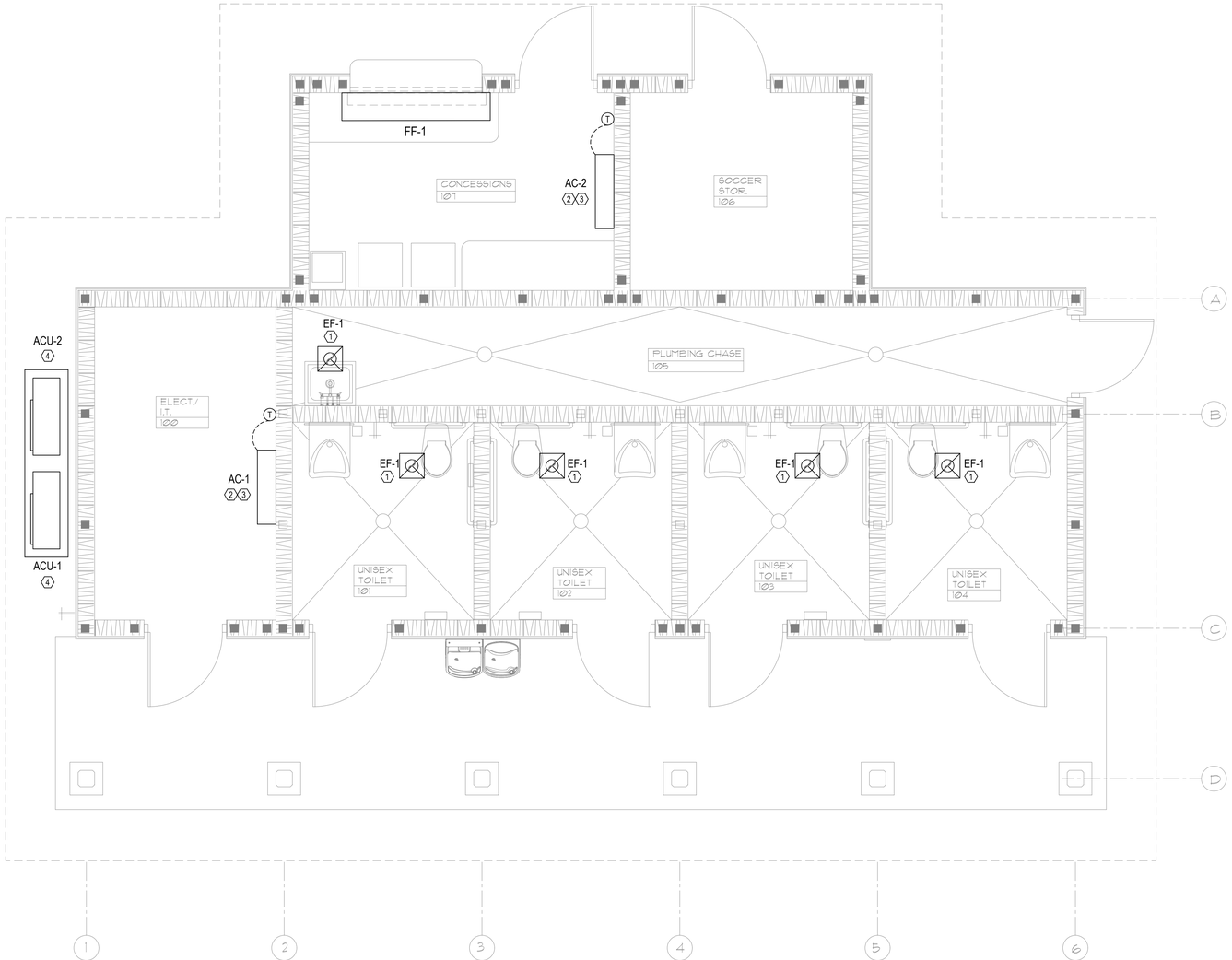
CITY CENTER
SPORTS COMPLEX EXPANSION
PARKS AND RECREATION
CITY OF PORT ORANGE
4625 CITY CENTER DRIVE
PORT ORANGE, FL

ARCH/ENGR OF RECORD
MINDY N. O'NEAL
FL# 69779

| DESIGNED BY | DRAWN BY |
|---|---|
| MNO | KMO |
| ISSUE DATE | AE PROJECT NUMBER |
| 6-MAR-2026 | 2508 |

SHEET TITLE
MECHANICAL GENERAL INFORMATION

DRAWING NO.
M0.1




MECHANICAL FLOOR PLAN
SCALE: 3/8"=1'-0"

1
M1.1

N

## GENERAL PLAN NOTES:

1. COORDINATE EXACT LOCATIONS OF MECHANICAL EQUIPMENT WITH ALL DISCIPLINES AND MAINTAIN REQUIRED CLEARANCES.
2. DUCTWORK CONNECTIONS TO EQUIPMENT TO BE SIZE OF UNIT OPENING.
3. ALL WORK TO COMPLY WITH THE 2023 FLORIDA BUILDING CODE - MECHANICAL, EIGHTH EDITION AND REGULATIONS OF LOCAL AUTHORITY HAVING JURISDICTION.
4. THE MECHANICAL LAYOUT INDICATED ON THE PLANS IS SCHEMATIC AND LAYOUT IS TO PROVIDE ACCESS TO ALL SPACES. CONTRACTOR MUST PROVIDE AN ENGINEERED SYSTEM THAT MEETS ALL REQUIRED CRITERIA.
5. MECHANICAL CONTRACTOR SHALL BE LICENSED IN THE STATE WHERE THE WORK IS TO BE PERFORMED.
6. PRIOR TO FINAL ACCEPTANCE, CONTRACTOR SHALL PREPARE AND FURNISH OPERATION AND MAINTENANCE INSTRUCTIONS TO OWNER.
7. ALL MECHANICAL WORK SHALL COMPLY WITH MANUFACTURER'S RECOMMENDED INSTALLATION.
8. INSTALL FLEXIBLE CONNECTIONS BETWEEN ALL DUCTWORK AND MECHANICAL UNITS.
9. DUCTWORK CONNECTIONS TO ROOF EQUIPMENT TO BE SIZE OF UNIT OPENING.

## MECHANICAL PLAN KEY NOTES:

1. 6"Ø EXHAUST VENT TO TERMINATE AT ROOF WITH MANUFACTURER'S RECOMMENDED ROOF JACK AND GRAVITY DAMPER.
2. ROUTE CONDENSATE DRAIN PIPING TO EXTERIOR DRYWELL.
3. ROUTE REFRIGERANT PIPING TO ASSOCIATED CONDENSING UNIT AT THE BUILDING EXTERIOR. REFER TO REFRIGERANT PIPING SCHEMATIC DETAIL ON MECHANICAL DETAIL SHEET. COORDINATE EXACT LOCATION WITH ARCHITECTURAL PLANS.
4. PROVIDE NEW CONCRETE HOUSEKEEPING PAD. CONTRACTOR TO VERIFY EXACT LOCATION AND COORDINATE WITH ALL DISCIPLINES.

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GRAPHIC SCALE
12" 0 1' 2' 3' 4' 5' 6' 7'
3/8"=1'-0"

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MECHANICAL FLOOR PLAN

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M1.1

## FAN SCHEDULE

| MARK | SERVICE | CFM | EXT. STATIC PRESSURE (IN. WATER) | FAN TYPE | DRIVE | SONES | HP (WATTS) | RPM | V/Ø | MANUFACTURER | MODEL | NOTES |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| EF-1 | SEE PLANS | 100 | 0.375 | CEILING MOUNTED | DIRECT | 0.7 | 23 WATTS | 1118 | 115/1 | GREENHECK | SP-A190 | SEE NOTES |
| | | | | | | | | | | | | |

NOTES:
1. PROVIDE INTEGRAL DISCONNECT SWITCH.
2. PROVIDE MANUFACTURER'S SPEED CONTROL MOUNTED AT UNIT.
3. PROVIDE CONTROL BY MANUAL LIGHT WITH OCCUPANCY SENSOR. COORDINATE WITH ELECTRICAL DRAWINGS FOR LOCATION OF SWITCH.
4. PROVIDE INTEGRAL BACKDRAFT DAMPER.

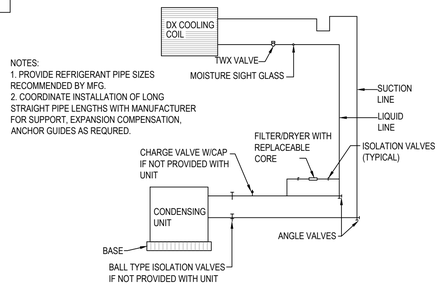
## AIR CURTAIN SCHEDULE

| MARK | CFM | MAX VELOCITY (FPM) | MOTOR HP | WEIGHT (LBS) | VOLTS/Ø | MOCP | CONTROL | BASIS OF DESIGN |
|---|---|---|---|---|---|---|---|---|
| FF-1 | 2,010 | 2,870 | 1 @ 1/5 | 65 | 208/1 | 15 | PLUNGER STYLE SWITCH | BERNER CLC08-1072AB |
| | | | | | | | | |

## MINI-SPLIT SYSTEM AIR CONDITIONING UNIT SCHEDULE

| MARK | AREA SERVED | NOMINAL TONS | FAN | | MCA | MOCP | WEIGHT (LBS.) | COOLING CAPACITY | | SEER2 | EQUAL TO | | NOTES |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | CFM | V/Ø | | | | TC (MBH) | SC (MBH) | | MFG. | MODEL | |
| AC-1 | ELECT. / I.T. | 1.0 | 317 | 230/1 | 1.0 | 15 | 25 | - | - | - | LG | LSN121HSV5 | SEE NOTES |
| ACU-1 | ELECT. / I.T. | 1.0 | - | 230/1 | 19 | 30 | 100 | 12.0 | 9.2 | 22.0 | LG | LSU121HSV5 | SEE NOTES |
| AC-2 | CONCESSIONS 107 | 1.0 | 317 | 230/1 | 1.0 | 15 | 25 | - | - | - | LG | LSN121HSV5 | SEE NOTES |
| ACU-2 | CONCESSIONS 107 | 1.0 | - | 230/1 | 19 | 30 | 100 | 12.0 | 9.2 | 22.0 | LG | LSU121HSV5 | SEE NOTES |

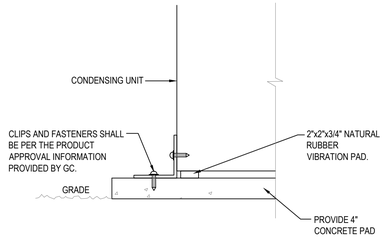
NOTES:
1. PROVIDE UNITS WITH FACTORY THERMOSTAT, SINGLE POINT ELECTRICAL CONNECTION.
2. PROVIDE 5 MINUTE ANTI CYCLE TIMER.
3. PROVIDE WITH FACTORY INSTALLED DISCONNECT.
4. PROVIDE UNIT WITH HAIL GUARD.
5. PROVIDE UNIT WITH CONDENSATE PUMP.
6. CFM BASED ON MEDIUM FAN SPEED.




NOTES:
1. PROVIDE REFRIGERANT PIPE SIZES RECOMMENDED BY MFG.
2. COORDINATE INSTALLATION OF LONG STRAIGHT PIPE LENGTHS WITH MANUFACTURER FOR SUPPORT, EXPANSION COMPENSATION, ANCHOR GUIDES AS REQURED.

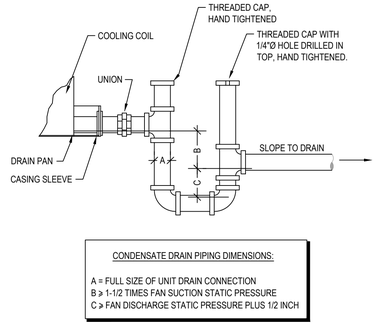
NOTE:
PIPING LAYOUT IS DIAGRAMMATIC. CONTRACTOR SHALL PROVIDE PIPING, ACCESSORIES, VALVES, ETC. TO ACCOMMODATE LAYOUT IN FIELD.

### 1 Refrigerant Piping Schematic Detail
SCALE: NOT TO SCALE




NOTE:
CONDENSING UNIT SUPPORT TO BE PROVIDED BY G.C. CONTRACTOR HAS OPTION TO USE APPROVED MANUFACTURER RECOMMENDE TIE-DOWN CLIPS.

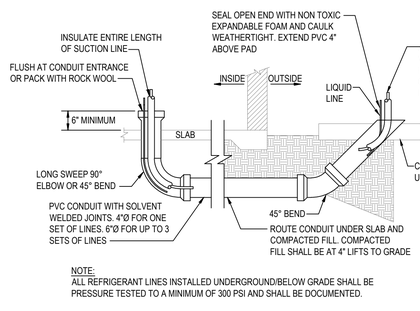
### 2 Condensing Unit Tie Down Detail
SCALE: NOT TO SCALE




CONDENSATE DRAIN PIPING DIMENSIONS:

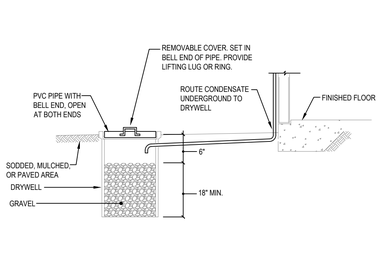
A = FULL SIZE OF UNIT DRAIN CONNECTION
B ≥ 1-1/2 TIMES FAN SUCTION STATIC PRESSURE
C ≥ FAN DISCHARGE STATIC PRESSURE PLUS 1/2 INCH

### 3 Condensate Drain Trap Detail
SCALE: NOT TO SCALE

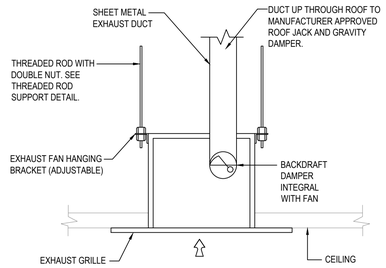



NOTE:
ALL REFRIGERANT LINES INSTALLED UNDERGROUND/BELOW GRADE SHALL BE PRESSURE TESTED TO A MINIMUM OF 300 PSI AND SHALL BE DOCUMENTED.

### 4 Underground Refrigerant Lines Detail
SCALE: NOT TO SCALE




### 5 Dryewll Condensate Disposal Detail
SCALE: NOT TO SCALE




### 6 Ceiling Mounted Exhaust Fan
SCALE: NOT TO SCALE

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SHEET TITLE
MECHANICAL SCHEDULES AND DETAILS

DRAWING NO.
M5.1

## SYMBOLS AND ABBREVIATIONS

| DESCRIPTION | ABBR. | SYMBOL |
|---|---|---|
| SANITARY PIPE BELOW GRADE | SAN | |
| FORCE MAIN ABOVE GRADE | FM | FM |
| RAINWATER PIPE | RW | RW |
| SECONDARY RAINWATER OVERFLOW | SRW | SRW |
| STORM WATER BELOW | ST | ST |
| FILTERED WATER | FW | FW |
| SOFT WATER | SW | SW |
| COLD WATER PIPE | CW | |
| HOT WATER PIPE | HW | |
| HOT WATER RETURN | HWR | |
| CONDENSATE PIPE | C | C |
| VENT PIPE | V | |
| GAS (NATURAL) PIPE | G | G |
| CLEANOUT | CO | |
| EXTERIOR CLEANOUT | ECO | |
| FLOOR CLEANOUT | FCO | |
| BACKWATER VALVE | BWV | |
| VENT THRU ROOF | VTR | |
| DIRECTION OF FLOW | - | |
| CAP | - | |
| TEE UP | - | |
| TEE DOWN | - | |
| ELBOW UP | - | |
| ELBOW DOWN | - | |
| REVISION REFERENCE | - | 1 |
| NEW CONNECTION TO EXISTING | - | |
| HOSE BIBB / WALL HYDRANT | - | |
| WCO | - | |
| GAS COCK | - | |
| SOLENOID SHUT-OFF VALVE (W/ MANUAL RESET) | - | |
| PRESSURE REGULATOR | - | |
| PRESSURE REDUCING VALVE | - | |
| CHECK VALVE | - | |
| FLOOR DRAIN | - | |
| FLOOR DRAIN OR FLOOR SINK | - | |
| SHUT-OFF VALVE | - | |
| BALANCING VALVE | - | |
| UNION | - | |
| RECIRCULATING PUMP | - | |
| EXISTING TO REMAIN | (E) | |

*SOME SYMBOLS SHOWN MAY NOT PERTAIN TO THIS PROJECT

## PLUMBING GENERAL NOTES

1. CONTRACTOR SHALL COMPLY WITH ALL APPLICABLE CODES AND GOVERNING AUTHORITIES. I.E.: FLORIDA BUILDING CODE EIGHTH EDITION 2023 - PLUMBING, THE FLORIDA BUILDING CODE EIGHTH EDITION 2023, FBC EIGHTH EDITION 2023- ENERGY CONSERVATION, FFPC EIGHTH EDITION- 2023
2. ALL SANITARY PIPING 2-1/2" OR LESS SHALL HAVE A 1/4" PER FOOT SLOPE. ALL SANITARY PIPING 3" OR LARGER SHALL HAVE A 1/8" PER FOOT SLOPE UNLESS OTHERWISE NOTED. ALL STORM WATER PIPING 2-1/2" OR LESS SHALL HAVE A 1/4" PER FOOT MINIMUM HORIZONTAL SLOPE. ALL STORM WATER PIPING 3" OR LARGER SHALL HAVE A 1/8" PER FOOT MINIMUM HORIZONTAL SLOPE UNLESS OTHERWISE INDICATED.
3. VALVES AND FITTINGS SHALL BE OF SAME SIZE OF PIPE ON WHICH THEY ARE LOCATED, UNLESS OTHERWISE INDICATED ON DRAWINGS.
4. INSTALL WATER HAMMER SHOCK ARRESTORS AT EACH FIXTURE OR BATTERY OF FIXTURES WHERE REQUIRED. ARRESTORS SHALL BE FACTORY FABRICATED. INSTALL ARRESTORS AND SIZE PER PLUMBING AND DRAINAGE INSTITUTE STANDARD P.D.I. WH-201. ACCEPTABLE MANUFACTURERS: JOSAM, WATTS AND SIOUX CHIEF. AIR CHAMBERS SHALL NOT BE CONSIDERED AN EQUAL TO WATER ARRESTORS AS SPECIFIED.
5. CONTRACTOR IS RESPONSIBLE FOR MAINTAINING FIRE RATING AND WEATHERPROOFING INTEGRITY OF ALL PIPE PENETRATIONS.
6. ALL WATER SUPPLY AND SANITARY LINES SHALL RUN AS CLOSE TO PLANS AS POSSIBLE WITH NO CHANGES IN SIZING.
7. CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING ALL NECESSARY SUPPORTING DEVICES FOR FIXTURES.
8. CHANGES IN THE DIRECTION OF SANITARY AND STORM DRAINAGE PIPING SHALL NOT BE MADE WITH FITTINGS WHICH WILL CAUSE EXCESSIVE REDUCTION IN THE VELOCITY OF FLOW OR CREATE ANY OTHER ADVERSE EFFECT. I.E.: USE OF SANITARY TEE IN A HORIZONTAL CONNECTION, USE OF A DOUBLE SANITARY TEE IN A VERTICAL STACK, USE OF SHORT RADIUS FITTINGS FOR BRANCH TO HOUSE DRAIN OR STACK CONNECTION.
9. CONTRACTOR SHALL GIVE 24 HOURS NOTICE TO APPLICABLE UTILITY COMPANY PRIOR TO PERFORMING WORK INVOLVING UTILITIES.
10. WHERE SANITARY SEWER LINES CROSS UNDERGROUND WATER SUPPLY LINES THE INSTALLATION SHALL COMPLY WITH THE FLORIDA BUILDING CODE EIGHTH EDITION 2023 - PLUMBING.
11. ALL FLOOR DRAINS SHALL BE PROVIDED WITH A TRAP PRIMER VALVE AND FITTINGS UNLESS NOTED OTHERWISE.
12. THE PLUMBING CONTRACTOR MAY BE REQUIRED TO DROP PIPE OUTSIDE OF BUILDING TO REQUIRED DEPTH TO PROVIDE CONNECTION TO AREA DEVELOPMENT UTILITY STUB. ALL DROPS IN DEPTH SHALL BE MADE WITH THE USE OF 45° FITTINGS.
13. ROUTE ALL PIPING CONCEALED ABOVE CEILINGS, WITHIN WALLS, OR IN CHASES. EXPOSED PIPING SHALL BE SLOPED AND PAINTED TO MATCH ARCHITECTURAL FINISHES. PIPING IN MECHANICAL ROOMS MAY BE EXPOSED.
14. SLEEVE AND FIRE STOP PENETRATIONS OF RATED WALLS, FLOORS, CEILINGS, MUST BE IN ACCORDANCE WITH SECTION 714 OF THE FBC 8TH EDITION 2023 AND LOCAL CODES TO MAINTAIN RATINGS. REFER TO ARCHITECTURAL DRAWINGS FOR APPLICABLE UL STANDARDS AND LOCATIONS OF RATED WALLS, CEILINGS, FLOORS, ETC.
15. ALL WATER PIPING INSTALLED IN EXTERIOR WALLS SHALL BE PLACED ON THE INTERIOR SIDE OF THE WALL.THE WALL INSULATION SHALL BE PLACED ON THE EXTERIOR SIDE OF THE PIPE.
16. SEE RISER DIAGRAMS FOR BRANCH PIPING DETAILS AND SIZES NOT SHOWN ON PLANS.
17. COLD AND HOT WATER PIPING SHALL BE CHLORINATED POLYVINYL CHLORIDE (CPVC) SCHEDULE 40 PLASTIC PIPE AND TUBING (ASTM F441) WITH CPVC SCHEDULE 40 FITTINGS (ASTM F438) SOCKET TYPE. DISINFECT WATER PIPING AFTER PRESSURE TEST. DISINFECTION PROCEDURE SHALL COMPLY WITH THE LOCAL HEALTH AUTHORITY, LOCAL WATER PURVEYOR, FLORIDA BUILDING CODE EIGHTH EDITION 2023 - PLUMBING, SECTION 610 DISINFECTION OF POTABLE WATER SYSTEMS.
18. SOIL, WASTE, VENT PIPING AND FITTINGS SHALL BE PVC; ASTM D2665 SCHEDULE 40. JOINTS SHALL BE SOLVENT CEMENT. PROVIDE CAST IRON PIPE AND FITTINGS FOR SOIL, WASTE AND VENT PIPING LOCATED IN CEILING PLENUMS OR IN LOCATIONS OF HIGH TEMPERATURE WATER DISCHARGE IN THE KITCHEN AND LAUNDRY.
19. PROVIDE CLEANOUTS FOR SANITARY AND STORM PIPING AT BASE OF EACH VERTICAL STACK, AT EACH CHANGE OF DIRECTION OF HORIZONTAL PIPE RUNS AND AT 100 FOOT INTERVALS OF HORIZONTAL RUNS FOR SANITARY AND STORM PIPING.
20. PROVIDE ACCESS PANELS TO VALVES WITHIN CHASES, WALLS, OR ABOVE NON-ACCESSIBLE CEILINGS. REFER TO ARCHITECTURAL DRAWINGS FOR CEILING TYPES.
21. SITE UTILITY CONNECTIONS SHOWN ON CIVIL DRAWINGS. ALL SERVICES SHOWN ON THIS SET OF PLANS TERMINATE 5'-0" FROM BUILDING, UNLESS SHOWN OTHERWISE ON DRAWINGS.
22. FURNISH AND INSTALL HOSE BIBBS AND/OR WALL HYDRANTS 24" ABOVE FINISHED GRADE/FLOOR (UNLESS OTHERWISE NOTED) AND PROVIDE VACUUM BREAKERS.
23. SEE ARCHITECTURAL DRAWINGS FOR EXACT LOCATIONS OF ROOF DRAINS, PLUMBING FIXTURE MOUNTING HEIGHTS AND DIMENSIONS.
24. CONTRACTOR SHALL VERIFY INVERT ELEVATIONS OF EXISTING SEWERS IN WHICH NEW SEWER LINES ARE TO BE CONNECTED PRIOR TO STARTING WORK.
25. CONTRACTOR SHALL INSTALL DIELECTRIC UNIONS AT CONNECTIONS OF DISSIMILAR METALS.
26. CONTRACTOR SHALL ROUGH-IN ALL WASTE AND SUPPLIES TO SPECIAL EQUIPMENT ACCORDING TO MANUFACTURER'S SHOP DRAWINGS AND MAKE FINAL CONNECTIONS AS NOTED. ALL SUPPLIES SHALL BE VALVED. INSTALL VACUUM BREAKERS WHERE REQUIRED BY CODE.
27. CONTRACTOR SHALL SUBMIT SHOP DRAWINGS (INCLUDING PIPE ROUTING AND EQUIPMENT LOCATIONS) TO ARCHITECT/ENGINEER FOR REVIEW PRIOR TO THE INSTALLATION OR PURCHASING OF ANY PIPING AND/OR EQUIPMENT.
28. PROVIDE REDUCED PRESSURE BACKFLOW PREVENTERS FOR DOMESTIC WATER SUPPLY CONNECTIONS AS REQUIRED BY CODE.
29. ALL BELOW GRADE/SLAB COPPER PIPE SHALL BE PLACED WITHIN COPPER PIPE SLEEVE (10 MIL) POLYETHYLENE PLASTIC SLEEVING. EXTEND SLEEVING ABOVE GRADE/SLAB.
30. CONTRACTOR SHALL REFER TO ARCHITECTURAL DRAWINGS FOR EXACT LOCATIONS OF FLOOR DRAINS LOCATED IN TOILET ROOMS. PLUMBING CONTRACTOR SHALL COORDINATE EXACT LOCATION OF FLOOR DRAINS SERVING MECHANICAL EQUIPMENT WITH MECHANICAL CONTRACTOR PRIOR TO INSTALLATION.
31. PRESSURE REDUCING VALVES SHALL BE INSTALLED ON BRANCH LINES SERVING FIXTURES AND/OR EQUIPMENT WHEN THE PRESSURE IN THE LINE EXCEEDS 80 P.S.I.
32. COORDINATE ROUTING OF ALL PLUMBING SYSTEMS TO AVOID CONFLICTS WITH OTHER DISCIPLINES WITHIN INTERSTITIAL SPACE AND ROUTE TIGHT TO STRUCTURE WHERE POSSIBLE. PIPING SHALL NOT ENTER OR PASS THROUGH ELECTRICAL AND COMMUNICATION ROOMS.
33. IF THE INTENT OF THE DRAWINGS AND/OR SPECIFICATIONS IS UNCLEAR OR HAS MORE THAN ONE INTERPRETATION, IT SHALL BE BROUGHT TO THE ATTENTION OF THE ARCHITECT/ENGINEER IN WRITING BEFORE THE SUBMISSION OF BIDS. THE ARCHITECT/ENGINEER SHALL MAKE CORRECTIONS AND/OR PROVIDE EXPLANATION IN WRITING.
34. PLANS AND SPECIFICATIONS ARE INTENDED AS A GENERAL DESCRIPTION OF THE WORK TO BE PERFORMED. ALL ITEMS NOT SPECIFICALLY MENTIONED OR SHOWN, BUT NECESSARY FOR THE COMPLETION OF THE INSTALLATION, SHALL BE FURNISHED AND INSTALLED BY THIS CONTRACTOR. THE CONTRACTOR SHALL ACQUAINT HIMSELF WITH THE MECHANICAL, ARCHITECTURAL, STRUCTURAL AND ELECTRICAL PLANS PRIOR TO SUBMITTING HIS FINAL BID. NO ADDITIONAL COMPENSATION WILL BE ALLOWED DUE TO CONTRACTORS FAILURE TO FAMILIARIZE HIMSELF WITH THE PLANS.
35. THE CONTRACTOR SHALL BASE HIS PROPOSAL UPON THE EQUIPMENT AS SCHEDULED OR SPECIFIED, USING THE MANUFACTURERS AND EQUIPMENT SPECIFIED ON THE DRAWINGS. IF MORE THAN ONE MANUFACTURER IS SPECIFIED FOR ONE ITEM, ANY ONE OF THE MANUFACTURERS LISTED MAY BE USED IN THIS CONTRACTOR'S PROPOSAL. IF THIS CONTRACTOR WISHES TO USE EQUIPMENT NOT SPECIFIED, HE MUST AT THE TIME OF BIDDING SUBMIT SEPARATELY ON LETTERHEAD STATIONARY OF THE BIDDER, THE EQUIPMENT HE WOULD SUBSTITUTE AND THE COST TO BE ADDED OR TO BE DEDUCTED FROM HIS PROPOSAL. CONTRACTOR'S PROPOSED SUBSTITUTES SHALL BE SUBMITTED TO ARCHITECT AND APPROVED BY OWNER.
36. THE CONTRACTOR IS EXPECTED TO ORDER ALL MATERIALS IN SUFFICIENT TIME TO AVOID DELAYING THE COMPLETION OF THE PROJECT. DELAY IN DELIVERY WILL NOT BE CONSIDERED A JUSTIFIABLE REASON FOR SUBMISSION OF SUBSTITUTE MATERIALS.
37. DO NOT PENETRATE WALL FOOTINGS WITH PIPING. COORDINATE PENETRATION LOCATION WITH GENERAL CONTRACTOR. PIPE PENETRATING A BEARING WALL OR FOOTING MUST BE SLEEVED AND LOCATION APPROVED BY STRUCTURAL ENGINEER.
38. REFER TO PLANS FOR VENT THRU ROOF (VTR) PIPE SIZES AND LOCATIONS. LOCATE VTR A MINIMUM OF 10' OF HORIZONTAL DISTANCE FROM ANY BUILDING OPENING OR FRESH AIR INTAKE. EXTEND VTR 12" ABOVE ROOF SURFACE. PROVIDE 1" FIBERGLASS INSULATION WITH ALL-SERVICE JACKET ON VENT PIPE INSIDE BUILDING WITHIN 6' OF VTR LOCATION. VERIFY FLASHING AND COUNTERFLASHING AND COORDINATE INSTALLATION WITH ROOFING CONTRACTOR.
39. COORDINATION: CONTRACTOR SHALL COORDINATE ITS CONSTRUCTION OPERATIONS WITH THOSE OF OTHER CONTRACTORS AND ENTITIES TO ENSURE EFFICIENT AND ORDERLY INSTALLATION OF EACH PART OF THE WORK. CONTRACTOR SHALL COORDINATE ITS OPERATIONS WITH OTHER CONTRACTORS OPERATIONS, THAT DEPEND ON EACH OTHER FOR PROPER INSTALLATION, CONNECTION AND OPERATION.
40. HEAT-TRACED PIPING SHALL MEET INSULATION THICKNESS REQUIREMENTS PER FLORIDA BUILDING CODE EIGHTH EDITION 2023 - ENERGY CONSERVATION.
41. MECHANICAL, PLUMBING AND ELECTRICAL CONTRACTOR SHALL COORDINATE ELECTRICAL VOLTAGE, AMPERAGE, OVER CURRENT PROTECTION AND ALL OTHER ELECTRICAL COMPONENTS AND ACCESSORIES OF THE HVAC AND PLUMBING EQUIPMENT BEFORE ORDERING.
42. PIPING SUPPORTS SHALL BE IN ACCORDANCE WITH THE FLORIDA BUILDING CODE EIGHTH EDITION 2023 - MECHANICAL, SECTION 305 AND THE FLORIDA BUILDING CODE EIGHTH EDITION 2023 - PLUMBING, SECTION 308.

## SUBMITTALS AND SUBSTITUTIONS

1. CONTRACTOR SHALL SUBMIT THE FOLLOWING EQUIPMENT FOR REVIEW PRIOR TO ORDERING AND INSTALLING
   - A. PLUMBING FIXTURES
   - B. WATER HEATERS
   - C. PIPING
2. PROCESSING TIME: ALLOW 10 WORKING DAYS FOR REVIEW OF EACH SUBMITTAL. ALLOW ADDITIONAL TIME IF COORDINATION WITH SUBSEQUENT SUBMITTALS IS REQUIRED. ENGINEER WILL ADVISE CONTRACTOR WHEN A SUBMITTAL BEING PROCESSED MUST BE DELAYED FOR COORDINATION.
3. SUBMITTALS: PLACE A PERMANENT LABEL OR TITLE BLOCK ON EACH SUBMITTAL ITEM FOR IDENTIFICATION. INDICATE NAME OF FIRM OR ENTITY THAT PREPARED EACH SUBMITTAL ON LABEL OR TITLE BLOCK. PROVIDE A SPACE BESIDE TITLE BLOCK TO RECORD CONTRACTOR'S REVIEW AND APPROVAL MARKINGS AND ACTION TAKEN BY ENGINEER. INCLUDE THE FOLLOWING INFORMATION FOR PROCESSING AND RECORDING ACTION TAKEN:
   - A. PROJECT NAME.
   - B. DATE.
   - C. NAME OF ENGINEER.
   - D. NAME OF CONTRACTOR.
   - E. NAME OF SUBCONTRACTOR.
   - F. NAME OF SUPPLIER.
   - G. NAME OF MANUFACTURER.
   - H. DRAWING NUMBER AND DETAIL REFERENCES, AS APPROPRIATE.
   - I. LOCATION WHERE PRODUCT IS TO BE INSTALLED, AS APPROPRIATE.
4. SUBMIT ELECTRONIC SUBMITTALS VIA EMAIL AS PDF ELECTRONIC FILES.
5. PAPER SUBMITTALS: SUBMIT THREE PAPER COPIES OF EACH SUBMITTAL UNLESS OTHER WISE INDICATED. ENGINEER WILL RETURN TWO COPIES.
6. COLLECT SUBMITTAL DATE INFORMATION INTO A SINGLE SUBMITTAL FOR EACH ELEMENT OF CONSTRUCTION AND TYPE OF PRODUCT OR EQUIPMENT. MARK EACH COPY OF EACH SUBMITTAL TO SHOW WHICH PRODUCTS AND OPTIONS ARE APPLICABLE. INCLUDE THE FOLLOWING INFORMATION, AS APPLICABLE:
   - A. MANUFACTURER'S CATALOG CUTS.
   - B. MANUFACTURER'S PRODUCT SPECIFICATIONS.
   - C. STATEMENT OF COMPLIANCE WITH SPECIFIED REFERENCED STANDARDS.
   - D. NOTATION OF COORDINATION REQUIREMENTS.
   - E. WIRING DIAGRAMS SHOWING FACTORY-INSTALLED WIRING.
   - F. PRINTED PERFORMANCE CURVES.
   - G. OPERATIONAL RANGE DIAGRAMS.
   - H. CLEARANCES REQUIRED TO OTHER CONSTRUCTION, IF NOT INDICATED ON ACCOMPANYING SHOP DRAWINGS.
7. CONTRACTOR SHALL REVIEW EACH SUBMITTAL AND CHECK FOR COORDINATION WITH OTHER WORK OF THE CONTRACT AND FOR COMPLIANCE WITH THE CONTRACT DOCUMENTS. NOTE CORRECTIONS AND FIELD DIMENSIONS. MARK WITH APPROVAL STAMP BEFORE SUBMITTING TO ENGINEER. APPROVAL STAMP: STAMP SHALL STATE THAT SUBMITTAL HAS BEEN REVIEWED, CHECKED, AND APPROVED FOR COMPLIANCE WITH THE CONTRACT DOCUMENTS AND INITIALED AND DATED BY CONTRACTOR.
8. ENGINEER WILL REVIEW EACH SUBMITTAL, MAKE MARKS TO INDICATE CORRECTIONS OR REVISIONS REQUIRED, AND RETURN IT. ENGINEER WILL STAMP EACH SUBMITTAL WITH AN ACTION STAMP AND WILL MARK STAMP APPROPRIATELY TO INDICATE ACTION.
9. ENGINEER WILL NOT REVIEW SUBMITTALS THAT DO NOT BEAR CONTRACTOR'S APPROVAL STAMP AND INITIALS AND WILL RETURN THEM WITHOUT ACTION. INCOMPLETE SUBMITTALS ARE UNACCEPTABLE, WILL BE CONSIDERED NONRESPONSIVE, AND WILL BE RETURNED FOR RESUBMITTAL WITHOUT REVIEW. SUBMITTALS NOT REQUIRED BY THE CONTRACT DOCUMENTS MAY NOT BE REVIEWED AND MAY BE DISCARDED
10. SUBSTITUTIONS
    - A. SUBSTITUTION OFFERS OWNER A SUBSTANTIAL ADVANTAGE IN COST, TIME, ENERGY CONSERVATION, OR OTHER CONSIDERATIONS.
    - B. SUBSTITUTION DOES NOT REQUIRE EXTENSIVE REVISIONS TO THE CONTRACT DOCUMENTS. CONTRACTOR SHALL COMPENSATE ENGINEER FOR ANY REDESIGN AND EVALUATION SERVICES INCLUDING CHANGES REQUIRED BY AUTHORITY HAVING JURISDICTION.
    - C. SUBSTITUTION WILL NOT ADVERSELY AFFECT CONSTRUCTION SCHEDULE.
    - D. SUBSTITUTION HAS RECEIVED NECESSARY APPROVALS OF AUTHORITIES HAVING JURISDICTION.
    - E. SUBSTITUTION HAS BEEN COORDINATED WITH OTHER PORTIONS OF THE WORK.
    - F. SUBSTITUTION PROVIDES SPECIFIED WARRANTY.
    - G. SUBSTITUTION HAS BEEN COORDINATED WITH OTHER PORTIONS OF THE WORK, AND IS ACCEPTABLE TO ALL CONTRACTORS INVOLVED.
    - H. CONTRACTOR SHALL ASSUME ANY ADDITIONAL CONSTRUCTION COSTS AS A RESULT OF THE SUBSTITUTION.

## DRAWING INDEX



| SHEET NUMBER | TITLE |
|---|---|
| P0.1 | Plumbing General Information |
| P0.2 | Plumbing Schedules and Riser Diagrams |
| P1.1 | Sanitary Floor Plan |
| P1.2 | Domestic Water Floor Plan |
| P5.1 | Plumbing Details |



## FLORIDA BUILDING CODE EIGHTH EDITION (2023) ENERGY CONSERVATION COMPLIANCE

THE DESIGN COMPLIES WITH SECTION C401.2 APPLICATION ITEM 3:

THE REQUIREMENTS OF SECTION C402.5, C403.2, C404, C405.2, C405.4, C405.5, C407 AND C408. THE BUILDING ENERGY COST SHALL BE EQUAL TO OR LESS THAN 85 PERCENT OF THE STANDARD REFERENCE DESIGN BUILDING.

## WATER HAMMER ARRESTOR SCHEDULE

9 = INSTALLED ARRESTOR SHALL BE APPROVED DEVICE BY FLORIDA BUILDING CODE EIGHTH EDITION 2023 - PLUMBING. ALL SUPPLY PIPING SHALL HAVE ARRESTOR THE SAME SIZE AS CONNECTION SIZE UP TO 1" I.E. PROVIDE P.D.I. SIZE "C" FOR 1" OR LARGER WATER SUPPLY TO FIXTURES, P.D.I. SIZE "B" FOR 3/4" SUPPLY AND P.D.I. SIZE "A" FOR 1/2" SUPPLY.

| * P.D.I. SIZE | CONNECTION SIZE |
|---|---|
| A (1-11 F.U.) | 1/2" |
| B (12-32 F.U.) | 3/4" |
| C (33-60 F.U.) | 1" |

P.D.I. = PLUMBING AND DRAINAGE INSTITUTE STANDARD WH-201

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CITY OF PORT ORANGE
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PORT ORANGE, FL

ARCH/ENGR OF RECORD
MINDY N. O'NEAL
FL# 69779

| DESIGNED BY | DRAWN BY |
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| MNO | KMO |
| ISSUE DATE | AE PROJECT NUMBER |
| 6-MAR-2026 | 2508 |

SHEET TITLE
PLUMBING GENERAL INFORMATION

DRAWING NO.
P0.1

## FIXTURE SPECIFICATIONS

| TAG | FIXTURE | MANUFACTURER | MODEL # | PIPE SIZE | | | | DESCRIPTION |
|---|---|---|---|---|---|---|---|---|
| | | | | CW | HW | SAN | VENT | |
| WC-1 | WATER CLOSET FLUSH VALVE | AMERICAN STANDARD | 3461.528 | 1" | - | 4" | 2" | ADA COMPLIANT, VITREOUS CHINA, FLOOR MOUNTED, 1.28 GPF, TOP SPUD, ELONGATED BOWL HIGH EFFICIENCY FLUSHOMETER VALVE TOILET, COLOR WHITE. PROVIDE WITH ULTIMA SELECTRONIC TOUCHLESS BATTERY-POWERED FLUSH VALVE WITH MANUAL OVERRIDE BUTTON, MANUFACTURER'S RECOMMENDED ANGLE SUPPLY STOPS, SUPPLY TUBING AND INSTALLATION MATERIALS. PROVIDE ANTIMICROBIAL OPEN FRONT COVERLESS SEAT. |
| L-1 | LAVATORY WALL HUNG | AMERICAN STANDARD | 0355.012 | 1/2" | 1/2" | 2" | 1-1/2" | ADA COMPLIANT WALL HUNG VITREOUS LAVATORY, FAUCET HOLES ON 4" CENTERS, COLOR WHITE. PROVIDE ANGLE SUPPLIES, P-TRAP, PIPING INSULATION WRAP, DRAIN GRID AND INSTALLATION MATERIALS. INSTALL AS REQUIRED TO MEET ADA GUIDELINES. PROVIDE INNSBROOK SELECTRONIC TOUCHLESS BATTERY-POWERED AMERICAN STANDARD FAUCET 6055.204. PROVIDE WITH 605XTMV1070 ASSE 1070 CERTIFIED THERMOSTATIC MIXING VALVE. INSTALL USING MANUFACTURER'S RECOMMENDATIONS. |
| S-1 | HAND SINK | ELKAY | CHSB1716C | 1/2" | 1/2" | 2" | 1-1/2" | SINGLE BOWL, WALL HUNG, HANDWASH SINK KIT, 20 GAUGE, TYPE 304 S/S, 16-3/4" X 15-1/2" X 13" DEEP, 7" HIGH BACKSPLASH, 2" DRAIN OPENING. INCLUDES WALL HANGER AND INTEGRAL STAINLESS STEEL SUPPORT BRACKETS, CHS1716 SINK, LK940GN04L2H FAUCET, LK8 DRAIN FITTING AND LK500 P-TRAP. PROVIDE WITH ANGLE SUPPLIES AND INSTALLATION MATERIALS. INSTALL PER MANUFACTURERS INSTRUCTIONS. |
| EWC-1 | HI-LO ELECTRIC WATER COOLER | ELKAY | LZSTL8WSLK | 1/2" | - | 2" | 1-1/2" | BI-LEVEL BARRIER FREE ADA COMPLIANT ELECTRIC WATER COOLER WITH BOTTLE FILLING STATION. COORDINATE POWER OUTLET LOCATION WITH ELECTRICAL CONTRACTOR FOR ELECTRICAL CORD WITH 3-PRONG PLUG.INSTALL PER MANUFACTURER'S RECOMMENDATIONS. REFER TO ARCHITECTURAL ELEVATIONS FOR MOUNTING HEIGHTS. |
| WHY-1 | WALL HYDRANT (EXTERIOR) | WOODFORD | B65 | 3/4" | - | - | - | AUTOMATIC DRAINING, FREEZELESS WALL HYDRANT WITH HOSE CONNECTION ANTI-SIPHON VACUUM BREAKER. ASSE 1011 APPROVED, BRASS VALVE BODY, LOOSE KEY. WALL BOX DOOR SHALL BE CHROME FINISH. |
| ET-1 | EXPANSION TANK | AMTROL | ST-5-C | 3/4" | - | - | - | THERMAL EXPANSION TANK, APPROVED FOR POTABLE WATER. INSTALL PER MANUFACTURERS RECOMMENDATIONS. |
| FD-1 | FLOOR DRAIN | ZURN | ZN415-B | - | - | 3" | 1-1/2" | CAST IRON BODY WITH BOTTOM OUTLET, INVERTIBLE MEMBRANE CLAMP AND ADJUSTABLE COLLAR WITH 6" DIAMETER TYPE "B" NICKEL BRONZE ROUND STRAINER. PROVIDE WITH DEEP SEAL TRAP AND 1/2" TRAP PRIMER CONNECTION OUTLET. |
| MS-1 | MOP SINK | FIAT | MSB-2424 | 3/4" | 3/4" | 3" | 1-1/2" | FLOOR MOUNTED MOLDED PLASTIC BASIN WITH HOSE BRACKET 832-AA, WALL MOUNTED FAUCET 830-AA AND CORNER GUARD ON THE FRONT LIP. |
| WCO | WALL CLEANOUT | ZURN | Z1446 | - | - | - | - | WALL CLEANOUT WITH STAINLESS STEEL ROUND ACCESS COVER. SEE PLANS FOR PIPE SIZE CONNECTION. |
| ECO | EXTERIOR CLEANOUT | ZURN | Z-1400-HD | - | - | - | - | HEAVY TRAFFIC AREA EXTERIOR CLEANOUT WITH ACCESS COVER AND TWO-WAY FITTING. SEE PLANS FOR PIPE SIZE CONNECTION. |
| WHA | WATER HAMMER ARRESTOR | ZURN / WILKINS | 1250 | - | - | - | - | WATER HAMMER ARRESTOR SHALL MEET ASSE 1010. THE DEVICE SHALL CONSIST OF A COPPER BODY WITH AN ACETAL PISTON, BUNA NITRILE O-RINGS AND LEAD FREE SOLDER. THE DEVICE SHALL BE PRE-CHARGED AND SEALED AT THE FACTORY. |
| BFP-1 | BACKFLOW PREVENTER | WATTS | LF7C | - | - | - | - | DUAL CHECK VALVE BACKFLOW PREVENTER, ASSE 1024 APPROVED, WITH CAST BODY. CAN BE INSTALLED VERTICALLY OR HORIZONTALLY . |
| TPV-1 | TRAP PRIMER VALVE | PRECISION PLUMBING | PRO1-ULP500 | 1/2" | - | - | - | UNDER-LAV TRAP PRIMER, MINIMUM 12" ABOVE FINISHED FLOOR. INSTALL PER MANUFACTURERS INSTRUCTIONS. |

NOTE:
1. VERIFY WITH OWNER ALL SPECIFIED EQUIPMENT SELECTIONS PRIOR TO PURCHASE AND INSTALLATION.
2. REFER TO ARCHITECTURAL DRAWINGS FOR ALL FINAL LOCATIONS AND MOUNTING DIMENSIONS OF ALL PLUMBING FIXTURES. PROVIDE ADA CONFORMING FACTORY INSULATION KIT ON HOT, COLD AND P-TRAP WASTE PIPING AT ADA DESIGNATED LAVATORIES.

## ELECTRIC WATER HEATER SCHEDULE

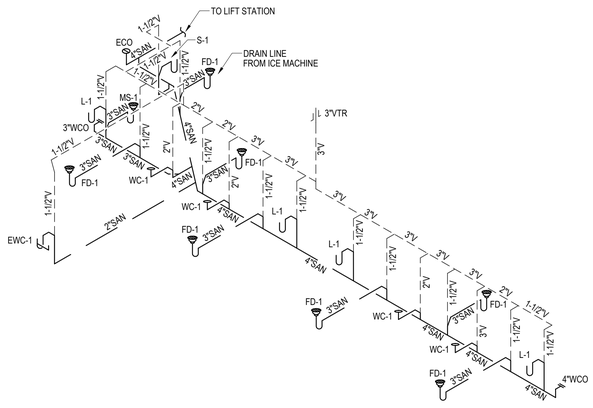
| MARK | STORAGE CAPACITY (GALLONS) | RECOVERY (GPH @60° RISE) | TOTAL WEIGHT (LBS) | TOTAL KW | VOLTS | PH | MANUFACTURER | MODEL | LOCATION | NOTES |
|---|---|---|---|---|---|---|---|---|---|---|
| EWH-1 | 20 | 20 | 240 | 3 | 208 | 1 | A.O. SMITH | DEL-20 | 105 PLUMBING CHASE | 1-2 |

NOTES:
1. SINGLE ELEMENT OPERATION.
2. PROVIDE WALL MOUNT WATER HEATER SHELF.

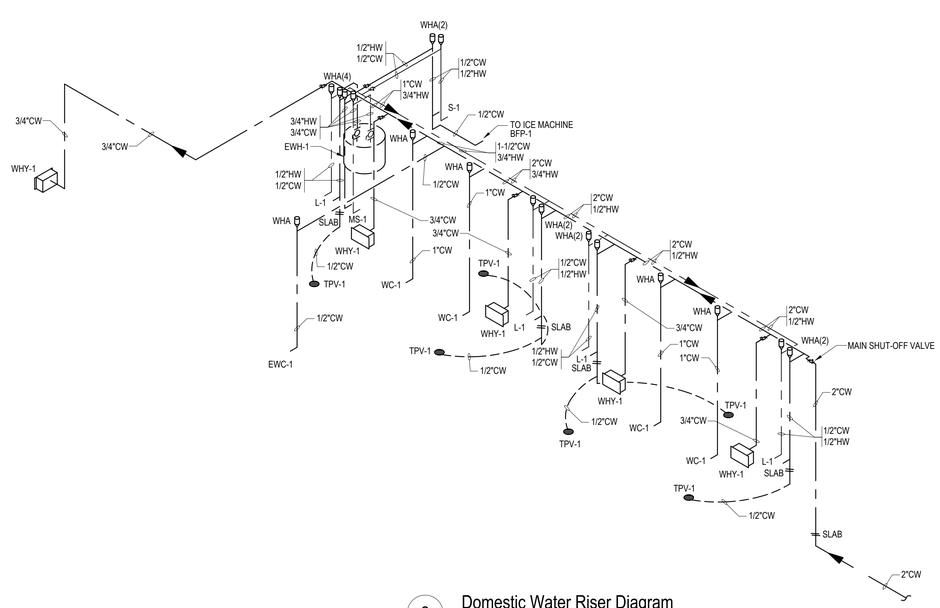
## PIPING MATERIAL SCHEDULE

| SERVICE | SIZE | MATERIAL | SCHEDULE/TYPE | INSULATION | | REMARKS |
|---|---|---|---|---|---|---|
| | | | | TYPE | THICKNESS | |
| COLD WATER | ALL | CPVC | SCH. 40 | FG | 1" | SEE NOTE 2 |
| HOT WATER | ALL | CPVC | SCH. 40 | FG | 1" | SEE NOTE 2 |
| SANITARY | ALL | C.I. OR PVC | NOTE 3 | NONE | - | NO HUB |
| VENT | ALL | PVC | SCH. 40 | NONE | - | SEE NOTE 1 |

NOTES:
1. WASTE AND VENT PIPING IN PLENUM SPACE SHALL BE SERVICE WEIGHT CAST IRON, NO HUB.
2. FIBERGLASS PIPE INSULATION: MINERAL OR GLASS FIBERS BONDED WITH A THERMOSETTING RESIN. SEMIRIGID BOARD MATERIAL WITH FACTORY-APPLIED ASJ COMPLYING WITH ASTM C 1393, OR WITH PROPERTIES SIMILAR TO ASTM C 612. NOMINAL DENSITY IS 2.5 LB/CU. FT. OR MORE. THERMAL CONDUCTIVITY (K VALUE) AT 100 DEG. F (55 DEG. C) IS 0.29 BTU X IN./H X SQ.FT. X DEG. F (0.042 W/M X K) OR LESS. ALL SERVICE JACKET (ASJ): WHITE, KRAFT-PAPER, FIBERGLASS-REINFORCED SCRIM WITH ALUMINUM-FOIL BACKING; COMPLYING WITH ASTM C 1136, TYPE MANUFACTURER: A. CERTAINTEED CORP., B. JOHNS MANVILLE, C. KNAUF INSULATION, D. OWENS CORNING
3. FOR PVC ONLY SCHEDULE 40 DWV. FOAM CORE PVC NOT ALLOWED.




1 Sanitary Riser Diagram
SCALE: NOT TO SCALE




2 Domestic Water Riser Diagram
SCALE: NOT TO SCALE

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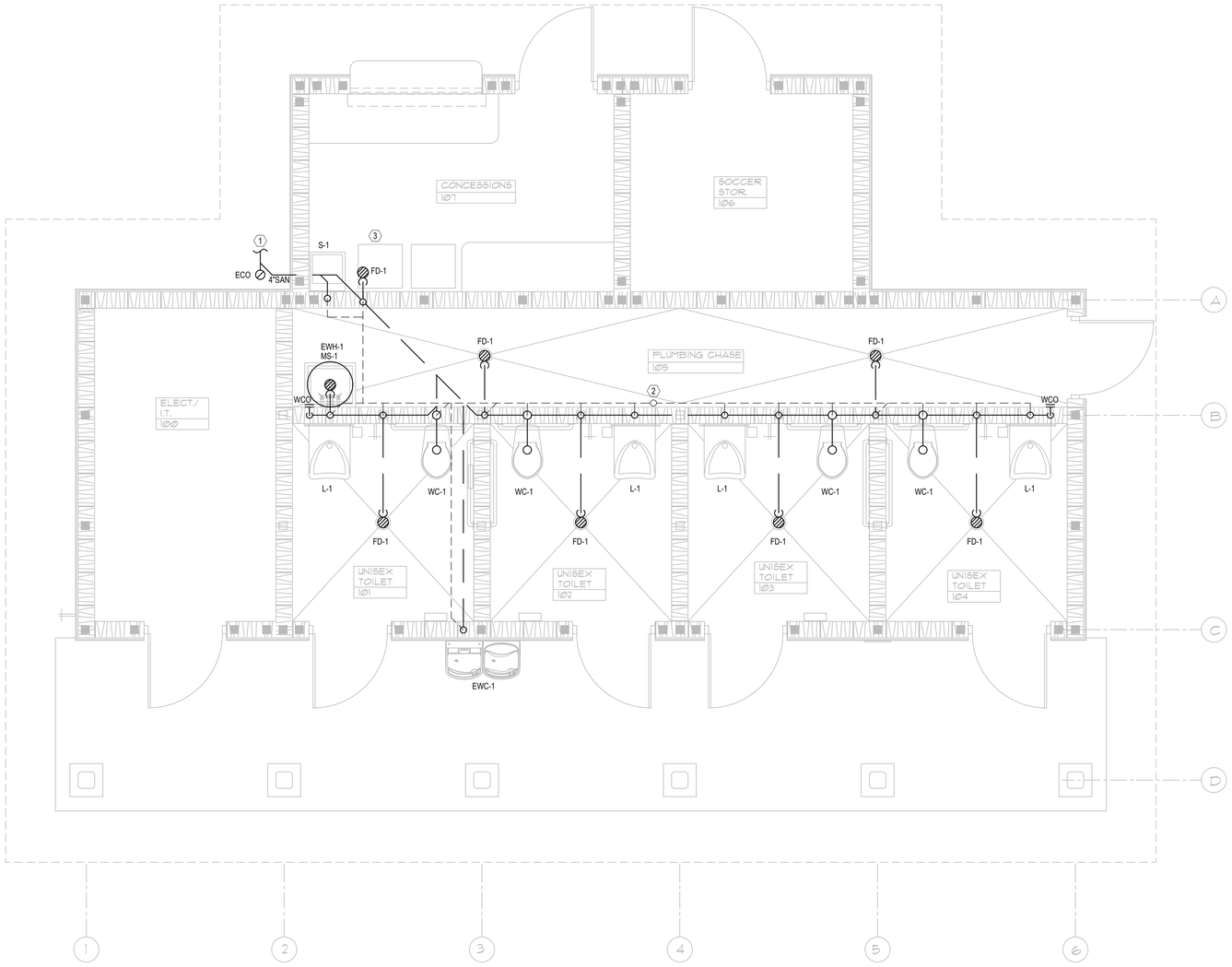
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SHEET TITLE
PLUMBING SCHEDULES AND RISER DIAGRAMS

DRAWING NO.
P0.2




SANITARY FLOOR PLAN

SCALE: 3/8"=1'-0"

1 / P1.1

N

## GENERAL PLAN NOTES:

1. COMPLETE AND WORKING PLUMBING SYSTEMS SHALL BE IN ACCORDANCE WITH THE 2023 FLORIDA BUILDING CODE - PLUMBING, 8TH EDITION AND AUTHORITY HAVING JURISDICTION.
2. VERIFY UTILITY CONNECTION TIE-INS PRIOR TO THE COMMENCEMENT OF WORK. COORDINATE ALL WORK WITH ALL TRADES.
3. MAINTAIN MINIMUM CLEARANCES AROUND ELECTRICAL PANELS. PIPING SHALL NOT BE ROUTED ABOVE ELECTRICAL PANELS.
4. PLUMBING CONTRACTOR SHALL BE LICENSED IN THE STATE WHERE THE WORK IS TO BE PERFORMED.
5. ALL PLUMBING WORK SHALL COMPLY WITH MANUFACTURER'S RECOMMENDED INSTALLATION.
6. BELOW SLAB PIPING SHALL BE COORDINATED TO AVOID STRUCTURAL FOOTINGS.
7. REFER TO RISER DIAGRAMS FOR BRANCH PIPING DETAILS AND SIZES NOT SHOWN ON PLANS.

## PLUMBING PLAN KEY NOTES:

(1) 6" SANITARY BELOW GRADE TO LIFT STATION. MINIMUM INVERT ELEVATION = 3.00' BELOW FINISHED FLOOR. EXACT LOCATION AND UTILITY CONTINUATION BY CONTRACTOR.

(2) 3"V UP TO 3"VTR.

(3) PROVIDE INDIRECT DRAIN WITH AIR GAP FROM ICE MACHINE TO FLOOR DRAIN.

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GRAPHIC SCALE

12" 0 1' 2' 3' 4' 5' 6' 7'

3/8"=1'-0"

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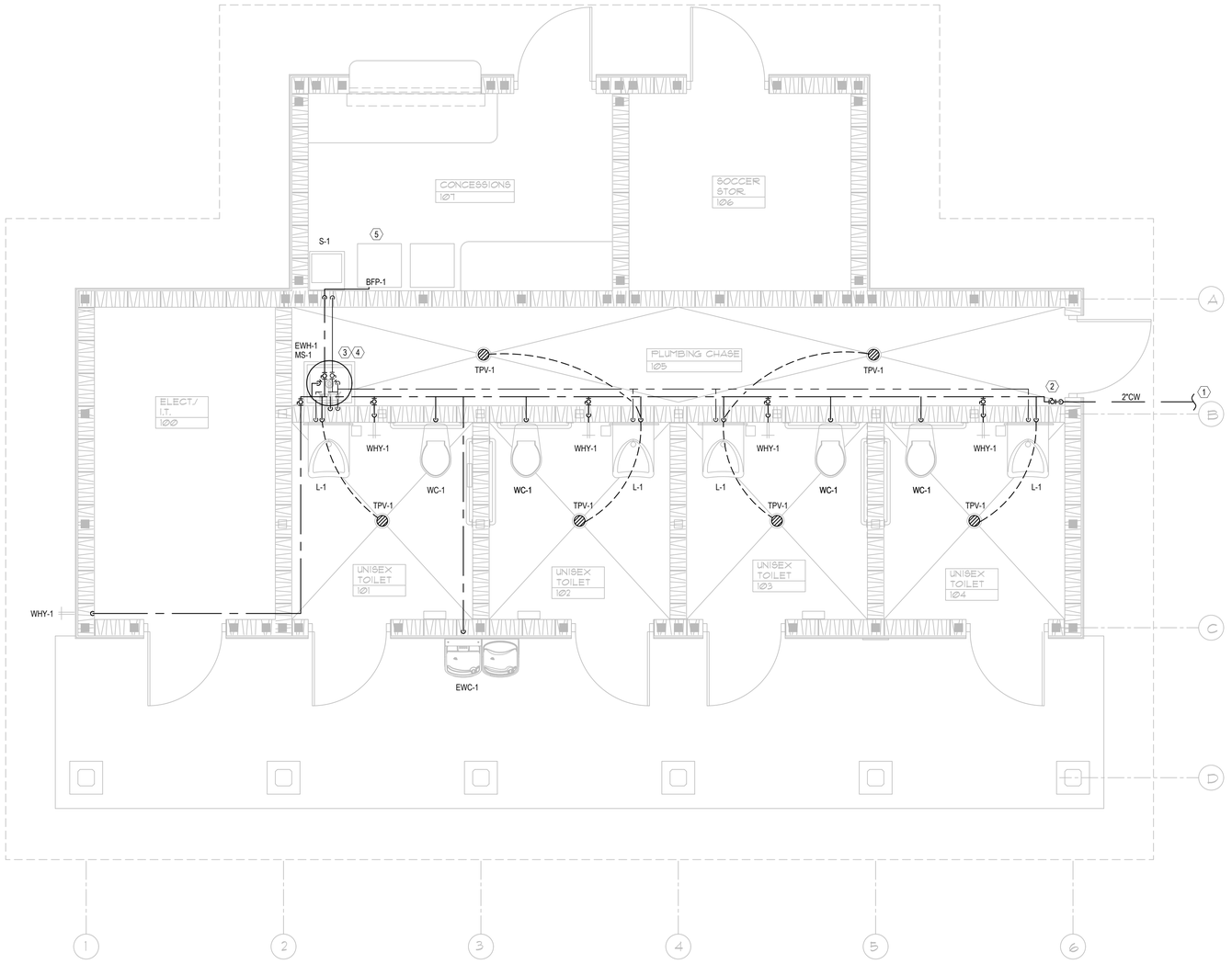
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SHEET TITLE
SANITARY FLOOR PLAN

DRAWING NO.
P1.1




DOMESTIC WATER FLOOR PLAN (1 / P1.2)

SCALE: 3/8"=1'-0"

N

## GENERAL PLAN NOTES:

1. COMPLETE AND WORKING PLUMBING SYSTEMS SHALL BE IN ACCORDANCE WITH THE 2023 FLORIDA BUILDING CODE - PLUMBING, 8TH EDITION AND AUTHORITY HAVING JURISDICTION.
2. VERIFY UTILITY CONNECTION TIE-INS PRIOR TO THE COMMENCEMENT OF WORK. COORDINATE ALL WORK WITH ALL TRADES.
3. MAINTAIN MINIMUM CLEARANCES AROUND ELECTRICAL PANELS. PIPING SHALL NOT BE ROUTED ABOVE ELECTRICAL PANELS.
4. PLUMBING CONTRACTOR SHALL BE LICENSED IN THE STATE WHERE THE WORK IS TO BE PERFORMED.
5. ALL PLUMBING WORK SHALL COMPLY WITH MANUFACTURER'S RECOMMENDED INSTALLATION.
6. BELOW SLAB PIPING SHALL BE COORDINATED TO AVOID STRUCTURAL FOOTINGS.
7. REFER TO RISER DIAGRAMS FOR BRANCH PIPING DETAILS AND SIZES NOT SHOWN ON PLANS.

## PLUMBING PLAN KEY NOTES:

1. 2"CW BELOW GRADE. BACKFLOW PREVENTER AND WATER METER EXTERIOR TO BUILDING BY OTHERS. UTILITY CONTINUATION BY CONTRACTOR.
2. 2"CW MAIN SHUT-OFF VALVE.
3. WATER HEATER LOCATED ABOVE MOP SINK. REFER TO WATER HEATER SUPPORT DETAIL ON P5.1.
4. FOR WATER DISTRIBUTION AND CONNECTIONS TO WATER HEATER AND THERMAL EXPANSION TANK REFER TO WATER HEATER DETAIL ON P5.1.
5. PROVIDE POINT OF USE WATER FILTER AND BACKFLOW PREVENTER AT ICE MACHINE, EQUIPMENT BY OTHERS.

SUBMITTED FOR 100% CD SET - NOT FOR CONSTRUCTION

GRAPHIC SCALE

12" 0 1' 2' 3' 4' 5' 6' 7'

3/8"=1'-0"

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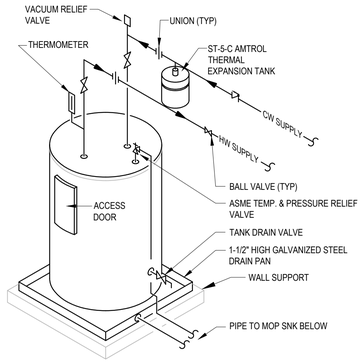
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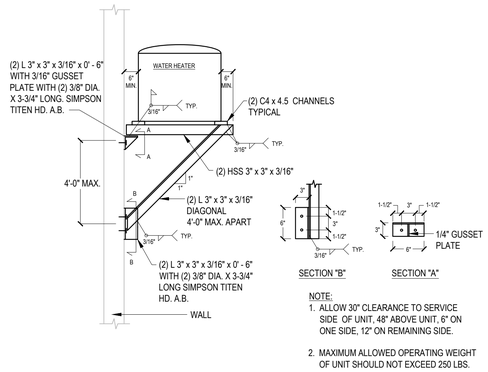
SHEET TITLE
DOMESTIC WATER FLOOR PLAN

DRAWING NO.
P1.2



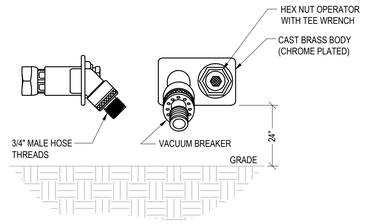

## 1 Water Heater Detail

SCALE: NOT TO SCALE



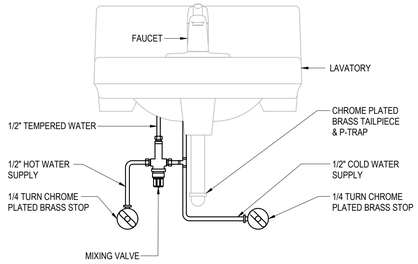

## 2 Water Heater Wall Support Detail

SCALE: NOT TO SCALE



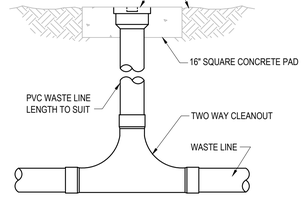

## 3 Wall Hydrant Detail

SCALE: NOT TO SCALE



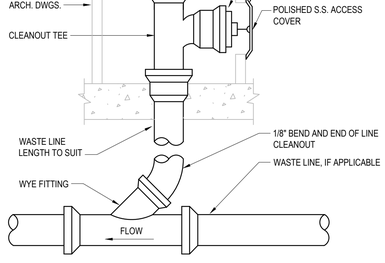

## 4 Tempering Valve Under Lav Detail

SCALE: NOT TO SCALE



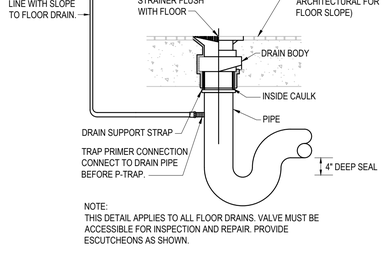

## 5 External Cleanout Detail

SCALE: NOT TO SCALE




## 6 Wall Cleanout Detail

SCALE: NOT TO SCALE




## 7 Under Lav Trap Primer Detail

SCALE: NOT TO SCALE

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REVISIONS

| NO. | DATE | DESCRIPTION |
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DOCUMENT HISTORY

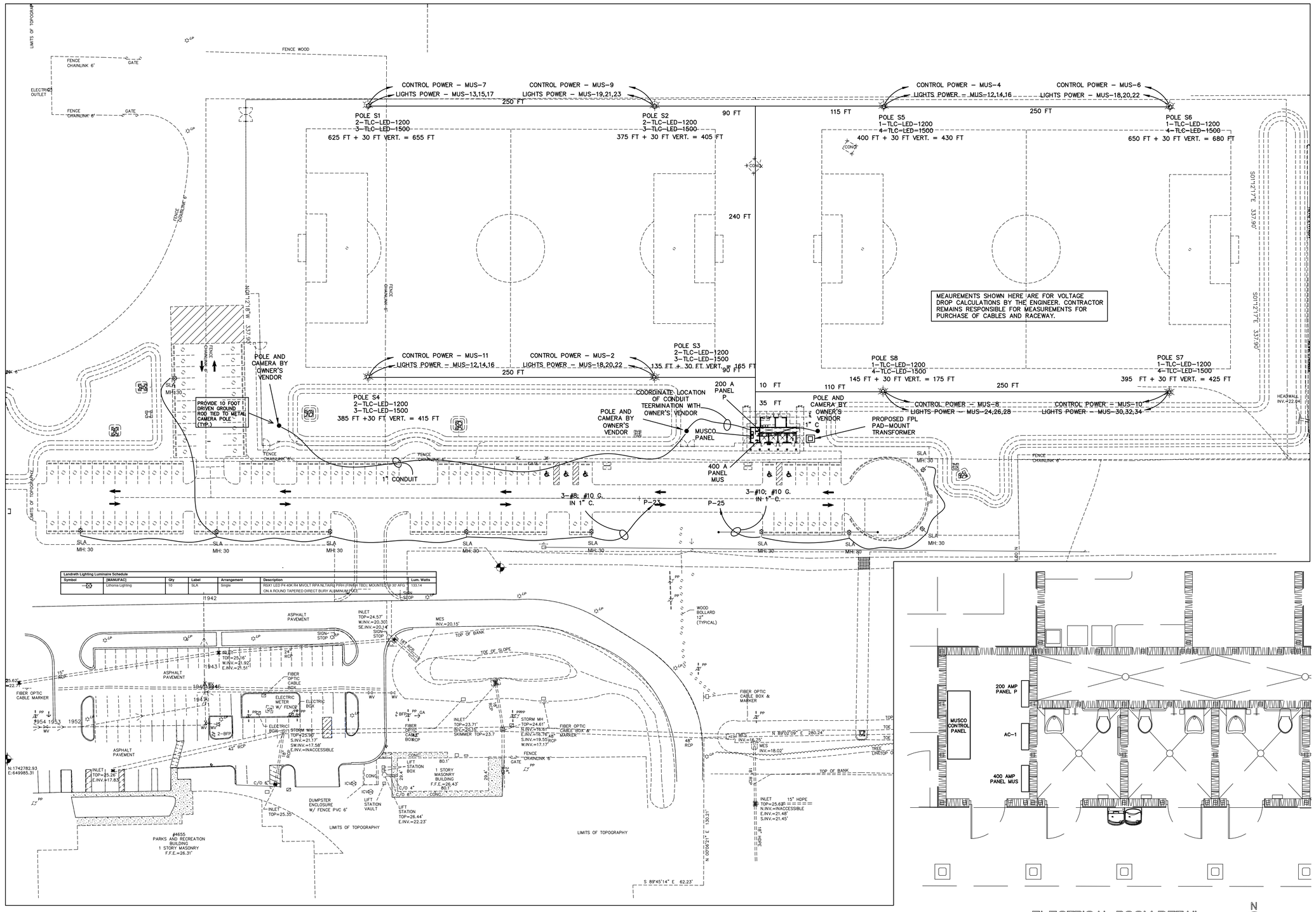
CITY CENTER
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PARKS AND RECREATION
CITY OF PORT ORANGE
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PORT ORANGE, FL

ARCH/ENGR OF RECORD
MINDY N. O'NEAL
FL# 69779

| DESIGNED BY | DRAWN BY |
|---|---|
| MNO | KMO |
| ISSUE DATE | AE PROJECT NUMBER |
| 6-MAR-2026 | 2508 |

SHEET TITLE
PLUMBING DETAILS

DRAWING NO.
P5.1




ELECTRICAL SITE PLAN

SCALE: 1" = 40'

ELECTRICAL ROOM DETAIL

SCALE: 1/4" = 1'-0"

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NOT FOR CONSTRUCTION


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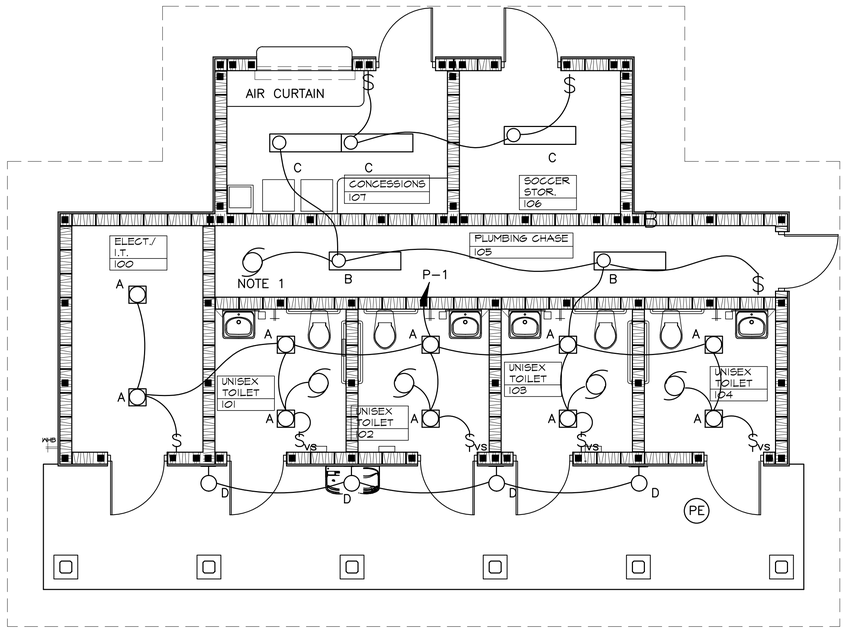
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4625 CITY CENTER DRIVE
PORT ORANGE, FL

ARCH/ENGR OF RECORD
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DAVID D. OGLE AR93986

| DESIGNED BY | DRAWN BY |
|---|---|
| DO | DO |
| ISSUE DATE | AE PROJECT NUMBER |
| 6-MAR-2026 | 2508 |

SHEET TITLE
ELECTRICAL SITE PLAN

DRAWING NO.
E1.0



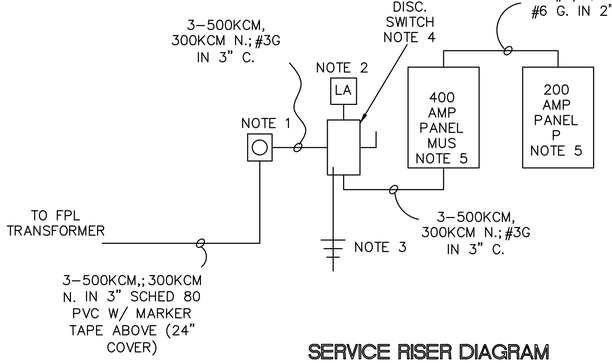

N

## LIGHTING PLAN

SCALE: 1/4" = 1'-0"

LIGHTING PLAN NOTES

1. CEILING–MOUNTED EXHAUST FANS TO BE CONTROLLED BY LIGHTING CIRCUIT, INCLUDING TURN ON AND OFF BY VACANCY SENSORS. FANS ARE TO BE SUPPLIED WITH INTEGRAL DISCONNECT.




SERVICE RISER DIAGRAM

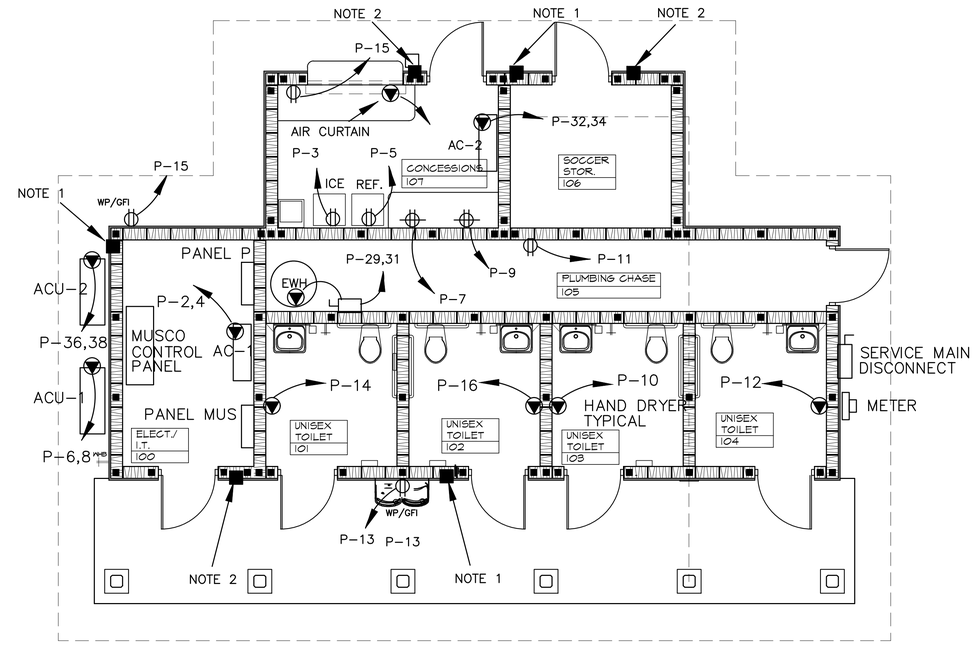
SERVICE RISER NOTES

1. PROVIDE FPL–APPROVED IN–LINE METER CAN SUITABLE FOR 400 AMP SERVICE AT 120/208 VOLT THREE PHASE, 4–WIRE. COORDINATE PROVISION OF SERVICE LATERAL WITH FP&L.
2. SURGE PROTECTOR TO BE SQUARE D, MODEL SDSA3650.
3. SERVICE GROUND TO BE #1/0 AWG BARE COPPER WIRE CONNECTED TO GROUND AND NEUTRAL LUGS OF NOTE 4 SAFETY WITCH, TO BUILDING FOOTER REINFORCING STEEL BAR, TO TWO EACH 20–FOOT DRIVEN COPPER ELECTRODES, 20 FEET ON CENTERS, MINIMUM, AND TO METAL WATER PIPE, IF PRESENT.
4. PROVIDE 400 AMP FUSED DISCONNECT (FUSED AT 200 AMPS) IN NEMA 3R ENCLOSURE WITH NEUTRAL AND GROUND LUGS. ENCLOSURE TO BE LOCKABLE. IDENTIFY SWITCH AS "SERVICE MAIN DISCONNECT".
5. PANEL MUS TO BE A 120/208 VOLT, 400 AMP, THREE–PHASE, 4–WIRE MLO PANEL IN NEMA 1, SURFACE–MOUNT ENCLOSURE. CIRCUIT AS SHOWN, AND PROVIDE PANEL DIRECTORY UPON COMPLETION OF WORK.
6. OUTSIDE FIXTURES TO BE SWITCHED BY LIGHTING RELAYS ON AT DUSK AND OFF AT DAWN (CONTROLLED BY PHOTOCELL).

LIGHTING FIXTURE SCHEDULE

| TYPE | MANUFACTURER | CATALOG NO. | LAMPS | MOUNTING/NOTES |
|---|---|---|---|---|
| A | KITCHLER | 43855–WHLED–30T | LED | CEILING |
| B | CONTRACTOR SELECT | | LED | 4 FT LED STRIP |
| C | CONTRACTOR SELECT | | LED | 4 FT LED WRAPAROUND |
| D | CONTRACTOR SELECT | | LED | WALL–MOUNT AT 6'–6" WALL BRACKET |
| | | | | |

SUBMIT CUT SHEETS FOR "CONTRACTOR SELECT" FIXTURES WITH PROPOSAL




N

## POWER PLAN

SCALE: 1/4" = 1'-0"

POWER PLAN NOTES

1. CAMERA LOCATION – 4" SQ BOX FLUSH–MOUNTED 8'–0" A.F.F. W/ 3/4" CONDUIT BACK TO ELECT/IT ROOM (TYP. OF 3). COORD. WITH OWNER'S VENDER.
2. 4" SQ BOX FLUSH–MOUNTED 42" A.F.F. W/ 3/4" CONDUIT ACCESS TO DOOR FRAME AND TO DATA LOCATION. COORD. WITH OWNER'S VENDER (TYP. OF 3)

**FOR BIDDING PURPOSES ONLY NOT FOR CONSTRUCTION**

PANEL: MUS

MFG. SIEMENS (SQ D OR) VOLTAGE 120/208 PHASE 3 WIRE 4
CAT. VARIES AMPS. 400 SYM. A.I.C. (I.E.R.) 22,000
MOUNT SURFACE (NEMA 1) MAIN M.L.O. GRD. BUS X
42 CCT PANEL

| CT | DESCRIPTION | POLE | AMPS | WIRE | COND | ØA | ØB | ØC | |
|---|---|---|---|---|---|---|---|---|---|
| 1,3,5 | PANEL P | 3 | 200 | #3/0 | 2" | 100 | 100 | 100 | |
| 7,9,11 | CONTROL POWER* | 1 | 20 | #10 | 1" | 2 | 2 | 2 | |
| 2,4,6 | CONTROL POWER* | 1 | 20 | #10 | 1" | 2 | 2 | 2 | |
| 8,10 | CONTROL POWER* | 1 | 20 | #10 | 1" | 2 | 2 | – | |
| 13,15,17 | POLE S1 LIGHTS | 3 | 40 | #2 | 2" | 26.5 | 26.5 | 26.5 | VIA MUSCO PANEL |
| 19,21,23 | POLE S2 LIGHTS | 3 | 40 | #3 | 2" | 26.5 | 26.5 | 26.5 | VIA MUSCO PANEL |
| 25,27,29 | POLE S3 LIGHTS | 3 | 40 | #8 | 1&1/2" | 26.5 | 26.5 | 26.5 | VIA MUSCO PANEL |
| 31,33,35 | POLE S4 LIGHTS | 3 | 40 | #6 | 2" | 26.5 | 26.5 | 26.5 | VIA MUSCO PANEL |
| 12,14,16 | POLE S5 LIGHTS | 3 | 40 | #3 | 2" | 27.75 | 27.75 | 27.75 | VIA MUSCO PANEL |
| 18,20,22 | POLE S6 LIGHTS | 3 | 40 | #2 | 2" | 27.75 | 27.75 | 27.75 | VIA MUSCO PANEL |
| 24,26,28 | POLE S7 LIGHTS | 3 | 40 | #8 | 1&1/2" | 27.75 | 27.75 | 27.75 | VIA MUSCO PANEL |
| 30,32,34 | POLE S8 LIGHTS | 3 | 40 | #4 | 2" | 27.75 | 27.75 | 27.75 | VIA MUSCO PANEL |
| | | | | | | | | | |
| | | | | | | | | | |
| | FOR EASE OF PULLING | | | | | | | | |
| | | | | | | 323 | 323 | 321 | |

* CONTROL POWER MAY NOT BE RUN IN SAME CONDUIT AS LIGHT POWER;
* CONTROL POWER MUST BE ON DEDICATED CIRCUITS

PANEL: P

MFG. SIEMENS (SQ D OR) VOLTAGE 120/208 PHASE 3 WIRE 4
CAT. VARIES AMPS. 200 SYM. A.I.C. (I.E.R.) 22,000
MOUNT SURFACE (NEMA 1) MAIN M.L.O. GRD. BUS X
42 CCT PANEL

| CT | DESCRIPTION | POLE | AMPS | WIRE | COND | ØA | ØB | ØC |
|---|---|---|---|---|---|---|---|---|
| 1 | LIGHTS | 1 | 20 | #12 | 1/2" | 8 | | |
| 3,5 | OUTLETS | 1 | 20 | #12 | 1/2"5 | | 5 | 5 |
| 2,4 | AC–1 | 2 | 15 | #12 | 1/2" | 1 | 1 | |
| 6,8 | ACU–1 | 2 | 30 | #10 | 3/4" | 19 | | 19 |
| 10,12 | HAND DRYER | 1 | 20 | #12 | 1/2" | | 8 | 8 |
| 14.16 | HAND DRYER | 1 | 20 | #12 | 1/2" | 8 | 8 | |
| 18 | SPARE | 1 | 20 | – | – | | | |
| 7,9 | OUTLETS | 1 | 20 | #12 | 1/2" | | 5 | 5 |
| 11,13,15 | OUTLETS | 1 | 20 | #12 | 1/2" | 5 | 5 | 5 |
| 17,19,21 | SPARE | 3 | 20 | – | – | | | |
| 20,22,24 | SPARE | 1 | 20 | – | – | | | |
| 26,28,30 | SPARE | 1 | 20 | – | – | | | |
| 23,25 | PARKING LOT | 1 | 20 | SEE | PLAN | 5 | – | 7 |
| 32,34 | AC–2 | 2 | 15 | #12 | 1/2" | 1 | 1 | |
| 36,38 | ACU–2 | 2 | 30 | #10 | 3/4" | 19 | | 19 |
| 29,31 | WATER HEATER 3KW | 2 | 30 | #10 | 3/4" | 19 | | 19 |
| 33,35 | AIR CURTAIN | 2 | 15 | #10 | 3/4" | | 5 | 5 |
| 37,39,41 | PREPARED SPACE | | | | | | | |
| REST | PREPARED SPACE | | | | | | | |
| | | | | | | 77 | 38 | 92 |

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REVISIONS

| NO. | DATE | DESCRIPTION |
|---|---|---|
| | | |

DOCUMENT HISTORY

CITY CENTER
SPORTS COMPLEX EXPANSION
PARKS AND RECREATION
CITY OF PORT ORANGE
4625 CITY CENTER DRIVE
PORT ORANGE, FL

ARCHITECT OF RECORD
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| DESIGNED BY | DRAWN BY |
|---|---|
| DO | DO |
| ISSUE DATE | AE PROJECT NUMBER |
| 6-MAR-2026 | 2508 |

SHEET TITLE
POWER AND LIGHTING PLAN

DRAWING NO.
E2.0

# CITY CENTER SPORTS COMPLEX EXPANSION
# PARKS AND RECREATION
# CITY OF PORT ORANGE

## PROJECT MANUAL
## 100% CONSTRUCTION DOCUMENTS

March 6, 2026


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A/E: 2508

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**SECTION 012000**
**APPLICATIONS FOR PAYMENT**

## PART 1 - GENERAL

### 1.01 RELATED DOCUMENTS

A. Drawings and general provisions of Contract, including General and Supplementary Conditions and other Division-1 Specification Sections, apply to this Section.

### 1.02 SUMMARY

A. This Section specifies administrative and procedural requirements governing the Contractor's Applications for Payment.
   1. Coordinate the Schedule of Values and Applications for Payment with the Contractor's Construction Schedule, List of Subcontracts, and Submittal Schedule.

B. The Contractor's Construction Schedule and Submittal Schedule are included in Section "Submittals".

### 1.03 SCHEDULE OF VALUES

A. Coordinate preparation of the Schedule of Values with preparation of the Contractor's Construction Schedule. Correlate line items with other administrative schedules and the forms required for the work, including the following:
   1. Contractor's construction schedule.
   2. Application for Payment form.
   3. List of subcontractors.
   4. Schedule of alternates.
   5. List of products.
   6. List of principal suppliers and fabricators.
   7. Schedule of submittals.

B. Submit the Schedule of Values to the Architect at the earliest feasible date, but in no case later than 10 days before the date scheduled for submittal of the initial Application for Payment.

C. Format and Content: Use the Project Manual Table of Contents as a guide to establish the format for the Schedule of Values.

D. Identification: Include the following Project identification on the Schedule of Values:
   1. Project name and location.
   2. Name of the Architect.
   3. Project number.
   4. Contractor's name and address.
   5. Date of submittal.

E. Arrange the Schedule of Values in a tabular form with separate columns to indicate the following for each item listed:
   1. Generic name.
      a. Related Specification Section.
   2. Change Orders (numbers) that have affected value.
   3. Dollar value.

F. Provide a breakdown of the Contract Sum in sufficient detail to facilitate continued evaluation of Applications for Payment and progress reports.

G. Round amounts off to the nearest whole dollar; the total shall equal the Contract Sum.

H. For each part of the Work where an Application for Payment may include materials or equipment, purchased or fabricated and stored, but not yet installed, provide separate line items on the Schedule of Values for initial cost of the materials, for each subsequent stage of completion, and for total installed value of that part of the Work.

I. Margins of Cost: Show line items for indirect costs, and margins on actual costs, only to the extent that such items will be listed individually in Applications for Payment. Each item in the Schedule of Values and Applications for Payment shall be complete including its total cost and proportionate share of general overhead and profit margin.
   1. At the Contractor's option, temporary facilities and other major cost items that are not direct cost of actual work-in-place may be shown as separate line items in the Schedule of Values or distributed as general overhead expense.

J. Schedule Updating: Update and resubmit the Schedule of Values when Change Orders or Construction Change Directives result in a change in the Contract Sum.

**1.04 APPLICATIONS FOR PAYMENT:**

A. Each Application for Payment shall be consistent with previous applications and payments as certified by the Architect and paid for by the Owner.
   1. The initial Application for Payment, the Application for Payment at time of Substantial Completion, and the final Application for Payment involve additional requirements.

B. Payment Application Times: Each progress payment date is as indicated in the Agreement. The period of construction Work covered by each Application or Payment is the period indicated in the Agreement.

C. Payment Application Forms: Use AIA Document G 702 and Continuation Sheets G 703 as the form for Application for Payment.

D. Application Preparation: Complete every entry on the form, including notarization and execution by person authorized to sign legal documents on behalf of the Owner. Incomplete applications will be returned without action.
   1. Entries shall match data on the Schedule of Values and Contractor's Construction Schedule. Use updated schedules if revisions have been made.
   2. Include amounts of Change Orders and Construction Change Directives issued prior to the last day of the construction period covered by the application.

E. Transmittal: Submit 8 executed copies of each Application for Payment to the Architect by means ensuring receipt within 24 hours; three copies shall be complete, including waivers of lien and similar attachments, when required.
   1. Transmit each copy with a transmittal form listing attachments, and recording appropriate information related to the application in a manner acceptable to the Architect.

F. Payment Approval: At each Monthly Progress Meeting a 'Preliminary' Partial Payment Request will be submitted to Architect and Engineers for reviewal, at which time it will be reviewed, modified if required, and approved by the A/E based on 'on-site' inspection and proper documentation for materials and items properly stored. Payment will be withheld if 'as-built' drawings are not current and acceptable to A/E. Payment request will then be finalized and submitted to Architect for further action.

G. Initial Application for Payment: Administrative actions and submittals that must precede or coincide with submittal of the first Application for Payment include the following:
   1. List of subcontractors.
   2. Schedule of Values.
   3. Contractor's Construction Schedule (preliminary if not final).
   4. Submittal Schedule (preliminary if not final).
   5. List of Contractor's staff assignments.
   6. List of Contractor's principal consultants.
   7. Copies of building permits
   8. Copies of authorizations and licenses from governing authorities for performance of the Work.
   9. Initial progress report.
   10. Report of pre-construction meeting.

H. Application for Payment at Substantial Completion: Following issuance of the Certificate of Substantial Completion, submit an Application for Payment; this application shall reflect any Certificates of Partial Substantial Completion issued previously for Owner occupancy of designated portions of the Work.

I. Administrative actions and submittals that shall proceed or coincide with this application include:
   1. Occupancy permits and similar approvals.
   2. Warranties (guarantees) and maintenance agreements.
   3. Test/adjust/balance records.
   4. Maintenance instructions.
   5. Meter readings.
   6. Start-up performance reports.
   7. Change-over information related to Owner's occupancy, use, operation and maintenance.
   8. Final cleaning.
   9. Advice on shifting insurance coverages.
   10. List of incomplete Work, recognized as exceptions to Architect's Certificate of Substantial Completion.

J. Final Payment Application: Administrative actions and submittals which must precede or coincide with submittal of the final payment Application for Payment include the following:
   1. Completion of Project closeout requirements.
   2. Completion of items specified for completion after Substantial Completion.
   3. Assurance that unsettled claims will be settled.
   4. Transmittal of required Project construction records to Owner.
   5. Certified property survey.
   6. Proof that taxes, fees and similar obligations have been paid.
   7. Removal of temporary facilities and services.
   8. Removal of surplus materials, rubbish and similar elements.
   9. Change of door locks to Owner's access.

**PART 2 - PRODUCTS (NOT APPLICABLE)**

**PART 3 - EXECUTION (NOT APPLICABLE)**

**END OF SECTION 01027**

**SECTION 013100**
**PROJECT COORDINATION**

## PART 1 - GENERAL

### 1.01 RELATED DOCUMENTS

A. Drawings and general provisions of Contract, including General and Supplementary Conditions and other Division-1 Specification Sections, apply to this Section.

### 1.02 SUMMARY

A. This Section specifies administrative and supervisory requirements necessary for Project coordination including, but not necessarily limited to:
   1. Coordination.
   2. Administrative and supervisory personnel.
   3. General installation provisions.
   4. Cleaning and protection.

B. Field engineering is included in Section "Field Engineering".

C. Progress meetings, coordination meetings and pre-installation conferences are included in Section "Project Meetings".

D. Requirements for the Contractor's Construction Schedule are included in Section "Submittals".

### 1.03 COORDINATION

A. Coordination: Coordinate construction activities included under various Sections of these Specifications to assure efficient and orderly installation of each part of the Work. Coordinate construction operations included under different Sections of the Specifications that are dependent upon each other for proper installation, connection, and operation.
   1. Where installation of one part of the Work is dependent on installation of other components, either before or after its own installation, schedule construction activities in the sequence required to obtain the best results.
   2. Where availability of space is limited, coordinate installation of different components to assure maximum accessibility for required maintenance, service and repair.
   3. Make adequate provisions to accommodate items scheduled for later installation.

B. Where necessary, prepare memoranda for distribution to each party involved outlining special procedures required for coordination. Include such items as required notices, reports, and attendance at meetings.
   1. Prepare similar memoranda for the Owner and separate Contractors where coordination of their Work is required.

C. Administrative Procedures: Coordinate scheduling and timing of required administrative procedures with other construction activities to avoid conflicts and ensure orderly progress of the Work. Such administrative activities include, but are not limited to, the following:
   1. Preparation of schedules.
   2. Installation and removal of temporary facilities.
   3. Delivery and processing of submittals.
   4. Progress meetings.
   5. Project Close-out activities.

### 1.04 SUBMITTALS

A. Coordination Drawings: Prepare and submit coordination drawings where close and careful coordination is required for installation of products and materials fabricated off-site by separate entities, and where limited space availability necessitates maximum utilization of space for efficient installation of different components.
   1. Show the interrelationship of components shown on separate Shop Drawings.
   2. Indicate required installation sequences.
   3. Comply with requirements contained in Section "Submittals".

4. Refer to Division-15 Section "Basic Mechanical Requirements" and Division-16 Section "Basic Electrical Requirements" for specific coordination drawing requirements for mechanical and electrical installations.

B. Staff Names: Within 15 days of Notice to Proceed, submit a list of the Contractor's principal staff assignments, including the Superintendent and other personnel in attendance at the site; identify individuals, their duties and responsibilities; list their addresses and telephone numbers.
   1. Post copies of the list in the Project meeting room, the temporary field office, and each temporary telephone.

**PART 2 - PRODUCTS (NOT APPLICABLE).**

**PART 3 - EXECUTION**

**3.01 GENERAL INSTALLATION PROVISIONS**

A. Inspection of Conditions: Require the Installer of each major component to inspect both the substrate and conditions under which Work is to be performed. Do not proceed until unsatisfactory conditions have been corrected in an acceptable manner.

B. Manufacturer's Instructions: Comply with manufacturer's installation instructions and recommendations, to the extent that those instructions and recommendations are more explicit or stringent than requirements contained in Contract Documents.

C. Inspect materials or equipment immediately upon delivery and again prior to installation. Reject damaged and defective items.

D. Provide attachment and connection devices and methods necessary for securing Work. Secure Work true to line and level. Allow for expansion and building movement.

E. Visual Effects: Provide uniform joint widths in exposed Work. Arrange joints in exposed Work to obtain the best visual effect. Refer questionable choices to the Architect for final decision.

F. Recheck measurements and dimensions, before starting each installation.

G. Install each component during weather conditions and Project status that will ensure the best possible results. Isolate each part of the completed construction from incompatible material as necessary to prevent deterioration.

H. Coordinate temporary enclosures with required inspections and tests, to minimize the necessity of uncovering completed construction for that purpose.

I. Mounting Heights: Where mounting heights are not indicated, install individual components at standard mounting heights recognized within the industry for the particular application indicated. Refer questionable mounting height decisions to the Architect for final decision.

**3.02 CLEANING AND PROTECTION**

A. During handling and installation, clean and protect construction in progress and adjoining materials in place. Apply protective covering where required to ensure protection from damage or deterioration at Substantial Completion.

B. Clean and maintain completed construction as frequently as necessary through the remainder of the construction period. Adjust and lubricate operable components to ensure operability without damaging effects.

C. Limiting Exposures: Supervise construction activities to ensure that no part of the construction, completed or in progress, is subject to harmful, dangerous, damaging, or otherwise deleterious exposure during the construction period. Where applicable, such exposures include, but are not limited to, the following:
   1. Excessive static or dynamic loading.
   2. Excessive internal or external pressures.
   3. Excessively high or low temperatures.
   4. Thermal shock.
   5. Excessively high or low humidity.

6. Air contamination or pollution.
7. Water or ice.
8. Solvents.
9. Chemicals.
10. Light.
11. Radiation.
12. Puncture.
13. Abrasion.
14. Heavy traffic.
15. Soiling, staining and corrosion.
16. Bacteria.
17. Rodent and insect infestation.
18. Combustion.
19. Electrical current.
20. High speed operation,
21. Improper lubrication,
22. Unusual wear or other misuse.
23. Contact between incompatible materials.
24. Destructive testing.
25. Misalignment.
26. Excessive weathering.
27. Unprotected storage.
28. Improper shipping or handling.
29. Theft.
30. Vandalism.

**END OF SECTION 01040**

**SECTION 013200**
**PROJECT MEETINGS**

## PART 1 - GENERAL

### 1.01 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division-1 Specification Sections, apply to this Section.

### 1.02 SUMMARY

A. This Section specifies administrative and procedural requirements for project meetings including but not limited to:
   1. Pre-Construction Conference.
   2. Pre-Installation Conferences.
   3. Progress Meetings.

B. Construction schedules are specified in another Division-1 Section.

### 1.03 PRE-CONSTRUCTION CONFERENCE

A. Schedule a pre-construction conference and organizational meeting at the Project site or other convenient location no later than 15 days after execution of the Agreement and prior to commencement of construction activities. Conduct the meeting to review responsibilities and personnel assignments.

B. Attendees: The Owner, Architect and their consultants, the Contractor and its superintendent, major subcontractors, manufacturers, suppliers and other concerned parties shall each be represented at the conference by persons familiar with and authorized to conclude matters relating to the Work.

C. Agenda: Discuss items of significance that could affect progress including such topics as:
   1. Tentative construction schedule
   2. Critical Work sequencing
   3. Designation of responsible personnel
   4. Procedures for processing field decisions and Change Orders
   5. Procedures for processing Applications for Payment
   6. Distribution of Contract Documents
   7. Submittal of Shop Drawings, Product Data and Samples
   8. Preparation and maintenance of record drawings ('as-builts')
   9. Use of the premises
   10. Office, Work and storage areas
   11. Equipment deliveries and priorities
   12. Safety Procedures
   13. First Aid
   14. Security
   15. Housekeeping
   16. Working hours

### 1.04 PRE-INSTALLATION CONFERENCES

A. Conduct a pre-installation conference at the site before each major construction activity that requires coordination with other construction. The Installer and representatives of manufacturers and fabricators involved in or affected by the installation, and its coordination or integration with other materials and installations that have preceded or will follow, shall attend the meeting. Advise the Architect of scheduled meeting dates.

B. Review the progress of other construction activities and preparations for particular activity under consideration at each pre-installation conference, including requirements for:
   1. Contract Documents
   2. Options

3. Related Change Orders and applicable Field Orders
4. Purchases
5. Deliveries
6. Shop Drawings, Product Data and quality control Samples
7. Possible conflicts
8. Compatibility problems
9. Time schedules
10. Weather limitations
11. Manufacturer's recommendations
12. Compatibility of materials
13. Acceptability of substrates
14. Temporary facilities
15. Space and access limitations
16. Governing regulations
17. Safety
18. Inspection and testing requirements
19. Required performance results
20. Recording requirements
21. Protection

C. Record significant discussions and agreements and disagreements of each conference, along with the approved schedule. Distribute the record of the meeting to everyone concerned, promptly, including the Owner and Architect.

D. Do not proceed if the conference cannot be successfully concluded. Initiate whatever actions are necessary to resolve impediments to performance of Work and reconvene the conference at the earliest feasible date.

**1.05 PROGRESS MEETINGS**

A. Progress meetings are held bi-weekly at regularly scheduled times in the owner's conference room.

B. Attendees: In addition to representatives of the Owner and Architect, each subcontractor, supplier or other entity concerned with current progress or involved in planning, coordination or performance of future activities shall be represented at these meetings by persons familiar with the Project and authorized to conclude matters relating to progress.

C. Agenda: Review and correct or approve minutes of the previous progress meeting. Review other items of significance that could affect progress. Include topics for discussion as appropriate to the current status of the Project.

D. Contractor's Construction Schedule: Review progress since the last meeting. Determine where each activity is in relation to the Contractor's Construction Schedule, whether on time or ahead or behind schedule. Determine how construction behind schedule will be expedited; secure commitments from parties involved to do so. Discuss whether schedule revisions are required to ensure that current and subsequent activities will be completed within the Contract Time.

E. Review the present and future needs of each entity present, including such items as:
1. Record drawings.
2. Interface requirements.
3. Time.
4. Sequences.
5. Deliveries.
6. Off-site fabrication problems.
7. Access.
8. Site utilization.
9. Temporary facilities and services.

10. Hours of Work.
11. Hazards and risks.
12. Housekeeping.
13. Quality and Work standards.
14. Change Orders.
15. Documentation of information for payment requests.

F. Reporting: No later than 3 days after each progress meeting date, distribute copies of minutes of the meeting to each party present and to other parties who should have been present. Include a brief summary, in narrative form, of progress since the previous meeting and report.

G. Schedule Updating: Revise the construction schedule after each progress meeting where revisions to the schedule have been made or recognized. Issue the revised schedule concurrently with the report of each meeting.

**PART 2 - PRODUCTS (NOT APPLICABLE)**

**PART 3 - EXECUTION (NOT APPLICABLE)**

**END OF SECTION 01200**

**SECTION 014000**
**QUALITY CONTROL SERVICES**

## PART 1 - GENERAL

### 1.01 RELATED DOCUMENTS

A. Drawings and general provisions of Contract, including General and Supplementary Conditions and other Division-1 Specification Sections, apply to this Section.

### 1.02 SUMMARY

A. This Section specifies administrative and procedural requirements for quality control services.

B. Quality control services include inspections and tests and related actions including reports, performed by independent agencies, governing authorities, and the Contractor. They do not include Contract enforcement activities performed by the Architect.

C. Inspection and testing services are required to verify compliance with requirements specified or indicated. These services do not relieve the Contractor of responsibility for compliance with Contract Document requirements.

D. Requirements of this Section relate to customized fabrication and installation procedures, not production of standard products.
   1. Specific quality control requirements for individual construction activities are specified in the Sections that specify those activities. Those requirements, including inspections and tests, cover production of standard products as well as customized fabrication and installation procedures.
   2. Inspections, testing and related actions specified are not intended to limit the Contractor's quality control procedures that facilitate compliance with Contract Document requirements.
   3. Requirements for the Contractor to provide quality control services required by the Architect, Owner, or authorities having jurisdiction are not limited by provisions of this Section.

### 1.03 RESPONSIBILITIES

A. Testing: The Owner will engage and pay a testing agency for all quality control testing. The Contractor will be responsible for coordination and scheduling of the required inspections. Costs of retesting, where initial test results prove unsatisfactory and do not indicate compliance with Contract Document requirements, will be paid by the Contractor.

B. Retesting: The Contractor is responsible for retesting where results of required inspections, tests or similar services prove unsatisfactory and do not indicate compliance with Contract Document requirements, regardless of whether the original test was the Contractor's responsibility.
   1. Cost of retesting construction revised or replaced by the Contractor is the Contractor's responsibility, where required tests were performed on original construction.

C. Associated Services: The Contractor shall cooperate with all authorized agencies performing inspections, tests and similar services and provide reasonable auxiliary services as requested. Notify the agency sufficiently in advance of operations to permit assignment of personnel. Auxiliary services required include but are not limited to:
   1. Providing access to the Work and furnishing incidental labor and facilities necessary to facilitate inspections and tests.
   2. Taking adequate quantities of representative samples of materials that require testing or assisting the agency in taking samples.
   3. Providing facilities for storage and curing of test samples, and delivery of samples to testing laboratories.
   4. Providing the agency with a preliminary design mix proposed for use for materials mixes that require control by the testing agency.
   5. Security and protection of samples and test equipment at the Project site.

D. Duties of the Testing Agency: The independent testing agency engaged to perform inspections, sampling and testing of materials and construction specified in individual Specification Sections shall cooperate with the Architect and Contractor in performance of its duties, and shall provide qualified personnel to perform required inspections and tests.
   1. The agency shall notify the Architect and Contractor promptly of irregularities or deficiencies observed in the Work during performance of its services.
   2. The agency is not authorized to release, revoke, alter or enlarge requirements of the Contract Documents, or approve or accept any portion of the Work.
   3. The agency shall not perform any duties of the Contractor.

E. Coordination: The Contractor and each agency engaged to perform inspections, tests and similar services shall coordinate the sequence of activities to accommodate required services with a minimum of delay. In addition the Contractor and each agency shall coordinate activities to avoid the necessity of removing and replacing construction to accommodate inspections and tests.
   1. The Contractor is responsible for scheduling times for all inspections, tests, taking samples and similar activities.

**1.04 SUBMITTALS**

A. The independent testing agency shall submit a certified written report of each inspection, test or similar service, to the Architect, in duplicate, unless the Contractor is responsible for the service. If the Contractor is responsible for the service, submit a certified written report of each inspection, test or similar service through the Contractor, in duplicate.
   1. Submit additional copies of each written report directly to the governing authority, when the authority so directs.
   2. Report Data: Written reports of each inspection, test or similar service shall include, but not be limited to:
      a. Date of issue.
      b. Project title and number.
      c. Name, address and telephone number of testing agency.
      d. Dates and locations of samples and tests or inspections.
      e. Names of individuals making the inspection or test.
      f. Designation of the Work and test method.
      g. Identification of product and Specification Section.
      h. Complete inspection or test data.
      i. Test results and an interpretations of test results.
      j. Ambient conditions at the time of sample-taking and testing.
      k. Comments or professional opinion as to whether inspected or tested Work complies with Contract Document requirements.
      l. Name and signature of laboratory inspector.
      m. Indicate that the test passed or failed.
      n. If appropriate, indicate that test is a retest.
      o. Names of contractor and architect advised of failing tests.
      p. Recommendations on retesting.

**1.05 QUALITY ASSURANCE**

A. Qualification for Service Agencies: Engage inspection and testing service agencies, including independent testing laboratories, which are prequalified as complying with "Recommended Requirements for Independent Laboratory Qualification" by the American Council of Independent Laboratories, and which specialize in the types of inspections and tests to be performed.
   1. Each independent inspection and testing agency engaged on the Project shall be authorized by authorities having jurisdiction to operate in the State in which the Project is located.

**PART 2 - PRODUCTS (NOT APPLICABLE).**

**PART 3 - EXECUTION**

**3.01 REPAIR AND PROTECTION**

A. General: Upon completion of inspection, testing, sample-taking and similar services, repair damaged construction and restore substrates and finishes to eliminate deficiencies, including deficiencies in visual qualities of exposed finishes. Comply with Contract Document requirements for "Cutting and Patching."

B. Protect construction exposed by or for quality control service activities, and protect repaired construction.

C. Repair and protection is the Contractor's responsibility, regardless of the assignment of responsibility for inspection, testing or similar services.

**END OF SECTION 01400**

**SECTION 015000**
**TEMPORARY FACILITIES**

## PART 1 - GENERAL

### 1.01 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division-1 Specification Sections, apply to this Section.

### 1.02 SUMMARY

A. This Section specifies requirements for temporary services and facilities, including utilities, construction and support facilities, security and protection.

B. Temporary utilities required include but are not limited to:
   1. Water service and distribution.
   2. Temporary electric power and light.
   3. Telephone service.

C. Temporary construction and support facilities required include but are not limited to:
   1. Temporary heat.
   2. Field offices and storage sheds.
   3. Temporary roads and paving.
   4. Sanitary facilities, including drinking water.
   5. Temporary enclosures.
   6. Temporary signs and bulletin boards.
   7. Waste disposal services.
   8. Construction aids and miscellaneous services and facilities.

D. Security and protection facilities required include but are not limited to:
   1. Temporary fire protection.
   2. Barricades, warning signs, lights.
   3. Environmental protection.

### 1.03 QUALITY ASSURANCE

A. Regulations: Comply with industry standards and applicable laws and regulations if authorities having jurisdiction, including but not limited to:
   1. Building Code requirements.
   2. Health and safety regulations.
   3. Utility company regulations.
   4. Police, Fire Department and Rescue Squad rules.
   5. Environmental protection regulations.

B. Standards: Comply with NFPA Code 241, "Building Construction and Demolition Operations", ANSI-A10 Series standards for "Safety Requirements for Construction and Demolition", and NECA Electrical Design Library "Temporary Electrical Facilities."
   1. Refer to "Guidelines for Bid Conditions for Temporary Job Utilities and Services", prepared jointly by AGC and ASC, for industry recommendations.
   2. Electrical Service: Comply with NEMA, NECA and UL standards and regulations for temporary electric service. Install service in compliance with National Electric Code (NFPA 70).

C. Inspections: Arrange for authorities having jurisdiction to inspect and test each temporary utility before use. Obtain required certifications and permits.

### 1.04 PROJECT CONDITIONS

A. Temporary Utilities: Prepare a schedule indicating dates for implementation and termination of each temporary utility. At the earliest feasible time, when acceptable to the Owner, change over from use of temporary service to use of the permanent service.

B. Conditions of Use: Keep temporary services and facilities clean and neat in appearance. Operate in a safe and efficient manner. Take necessary fire prevention measures. Do not overload facilities, or permit them to interfere with progress. Do not allow hazardous dangerous or unsanitary conditions, or public nuisances to develop or persist on the site.

## PART 2 - PRODUCTS

### 2.01 EQUIPMENT

A. General: Provide new equipment; if acceptable to the Architect, undamaged, previously used equipment in serviceable condition may be used. Provide equipment suitable for use intended.

B. Water Hoses: Provide 3/4" heavy-duty, abrasion-resistant, flexible rubber hoses 100 ft. long, with pressure rating greater than the maximum pressure of the water distribution system; provide adjustable shut-off nozzles at hose discharge.

C. Electrical Outlets: Provide properly configured NEMA polarized outlets to prevent insertion of 110-120 volt plugs into higher voltage outlets. Provide receptacle outlets equipped with groundfault circuit interrupters, reset button and pilot light, for connection of power tools and equipment.

D. Electrical Power Cords: Provide grounded extension cords; use "hard-service" cords where exposed to abrasion and traffic. Provide waterproof connectors to connect separate lengths of electric cords, if single lengths will not reach areas where construction activities are in progress.

E. Lamps and Light Fixtures: Provide general service incandescent lamps of wattage required for adequate illumination. Provide guard cages or tempered glass enclosures, where exposed to breakage. Provide exterior fixtures where exposed to moisture.

F. Heating Units: Provide temporary heating units that have been tested and labeled by UL, FM or another recognized trade association related to the type of fuel being consumed.

G. Temporary Offices: Provide prefabricated or mobile units or similar job-built construction with lockable entrances, operable windows and serviceable finishes. Provide heated and air-conditioned units on foundations adequate for normal loading.

H. Temporary Toilet Units: Provide self-contained single-occupant toilet units of the chemical, aerated recirculation, or combustion type, properly vented and fully enclosed with a glass fiber reinforced polyester shell or similar nonabsorbent material.

I. First Aid Supplies: Comply with governing regulations.

J. Fire Extinguishers: Provide hand-carried, portable UL-rated, class "A" fire extinguishers for temporary offices and similar spaces. In other locations provide hand-carried, portable, UL-rated, class "ABC" dry chemical extinguishers, or a combination of extinguishers of NFPA recommended classes for the exposures.

1. Comply with NFPA 10 and 241 for classification, extinguishing agent and size required by location and class of fire exposure.

## PART 3 - EXECUTION

### 3.01 INSTALLATION

A. Use qualified personnel for installation of temporary facilities. Locate facilities where they will serve the Project adequately and result in minimum interference with performance of the Work. Relocate and modify facilities as required.

B. Provide each facility ready for use when needed to avoid delay. Maintain and modify as required. Do not remove until facilities are no longer needed, or are replaced by authorized use of completed permanent facilities.

### 3.02 TEMPORARY UTILITY INSTALLATION

A. General: Engage the appropriate local utility company to install temporary service or connect to existing service. Where the company provides only part of the service, provide the remainder with matching, compatible materials and equipment; comply with the company's recommendations.

1. Arrange with the company and existing users for a time when service can be interrupted, where necessary, to make connections for temporary services.
2. Provide adequate capacity at each stage of construction. Prior to temporary utility availability, provide trucked-in services.
3. Obtain easements to bring temporary utilities to the site, where the Owner's easements cannot be used for that purpose.
4. Use Charges: Cost or use charges for temporary facilities are not chargeable to the Owner or Architect, and will not be accepted as a basis of claims for a Change Order.

B. Water Service: Install water service and distribution piping of sizes and pressures adequate for construction until permanent water service is in use.
   1. Sterilization: Sterilize temporary water piping prior to use.

C. Temporary Electric Power Service: Provide weatherproof, grounded electric power service and distribution system of sufficient size, capacity, and power characteristics during construction period. Include meters, transformers, overload protected disconnects, automatic ground-fault interrupters and main distribution switch gear.
   1. Power Distribution System: Install wiring overhead, and rise vertically where least exposed to damage. Where permitted, wiring circuits not exceeding 125 Volts, AC 20 ampere rating, and lighting circuits may be nonmetallic sheathed cable where overhead and exposed for surveillance.

D. Temporary Lighting: Whenever overhead floor or roof deck has been installed, provide temporary lighting with local switching.
   1. Install and operate temporary lighting that will fulfill security and protection requirements, without operating the entire system, and will provide adequate illumination for construction operations and traffic conditions.

E. Temporary Telephones: Provide temporary telephone service for all personnel engaged in construction activities, throughout the construction period. Install telephone on a separate line for each temporary office and first aid station.
   1. At each telephone, post a list of important telephone numbers.

F. Sewers and Drainage: If sewers are available, provide temporary connections to remove effluent that can be discharged lawfully. If sewers are not available or cannot be used, provide drainage ditches, dry wells, stabilization ponds and similar facilities. If neither sewers nor drainage facilities can be lawfully used for discharge of effluent, provide containers to remove and dispose of effluent off the site in a lawful manner.
   1. Maintain temporary sewers and drainage facilities in a clean, sanitary condition. Following heavy use, restore normal conditions promptly.

G. Provide earthen embankments and similar barriers in and around excavations and subgrade construction, sufficient to prevent flooding by runoff of storm water from heavy rains.

**3.03 TEMPORARY CONSTRUCTION AND SUPPORT FACILITIES INSTALLATION**

A. Locate field offices, storage sheds, sanitary facilities and other temporary construction and support facilities for easy access.
   1. Maintain temporary construction and support facilities until near Substantial Completion. Remove prior to Substantial Completion. Personnel remaining after Substantial Completion will be permitted to use permanent facilities, under conditions acceptable to the Owner.

B. Temporary Heat: Provide temporary heat required by construction activities, for curing or drying of completed installations or protection of installed construction from adverse effects of low temperatures or high humidity. Select safe equipment that will not have a harmful effect on completed installations or elements being installed. Coordinate ventilation requirements to produce the ambient condition required and minimize consumption of energy.
   1. Use of gasoline-burning space heaters, open flame, or salamander type heating units is prohibited.

C. Field Offices: Provide insulated, weathertight temporary offices of sufficient size to accommodate contractor's office personnel at the Project site, and similar separate office for architect and owner's representative. Keep the office clean and orderly for use for small progress meetings. Furnish and equip offices as follows:
   1. Contractor's offices: Furnish suitably with not less than a desk and chairs, a 4-drawer file cabinet, plan table and plan rack and a 6-shelf bookcase.

D. Storage and Fabrication Sheds: Install storage and fabrication sheds, sized, furnished and equipped to accommodate materials and equipment involved, including temporary utility service. Sheds may be open shelters or fully enclosed spaces within the building or elsewhere on the site.

E. Temporary Paving: Construct and maintain temporary roads and paving to adequately support the indicated loading and to withstand exposure to traffic during the construction period. Locate temporary paving for roads, storage areas and parking where the same permanent facilities will be located.

F. Sanitary facilities include temporary toilets, wash facilities and drinking water fixtures. Comply with regulations and health codes for the type, number, location, operation and maintenance of fixtures and facilities. Install where facilities will best serve the Project's needs.
   1. Provide toilet tissue, paper towels, paper cups and similar disposable materials for each facility. Provide covered waste containers for used material.

G. Toilets: Install self-contained toilet units. Shield toilets to ensure privacy. Use of pit-type privies will not be permitted.

H. Drinking Water Facilities: Provide containerized tap-dispenser bottled-water type drinking water units, including paper supply.

I. Temporary Enclosures: Provide temporary enclosure for protection of construction in progress and completed, from exposure, foul weather, other construction operations and similar activities.
   1. Where heat is needed and the permanent building enclosure is not complete, provide temporary enclosures where there is no other provision for containment of heat. Coordinate enclosure with ventilating and material drying or curing requirements to avoid dangerous conditions and effects.
   2. Install tarpaulins securely, with incombustible wood framing and other materials. Close openings of 25 square feet or less with plywood or similar materials.
   3. Close openings through floor or roof decks and horizontal surfaces with load-bearing wood-framed construction.

J. Project Identification Sign: Furnished by Owner--NIC.

K. Temporary Signs: Prepare signs to provide directional information to construction personnel and visitors.

L. Collection and Disposal of Waste: Collect waste from construction areas and elsewhere daily. Comply with requirements of NFPA 241 for removal of combustible waste material and debris. Enforce requirements strictly. Do not hold materials more than 7 days during normal weather or 3 days when the temperature is expected to rise above 80 deg F (27 deg C). Handle hazardous, dangerous, or unsanitary waste materials separately from other waste by containerizing properly. Dispose of material in a lawful manner.

**3.04 SECURITY AND PROTECTION FACILITIES INSTALLATION**

A. Temporary Fire Protection: Until fire protection needs are supplied by permanent facilities, install and maintain temporary fire protection facilities of the types needed to protect against reasonably predictable and controllable fire losses. Comply with NFPA 10 "Standard for Portable Fire Extinguishers," and NFPA 241 "Standard for Safeguarding Construction, Alterations and Demolition Operations."
   1. Locate fire extinguishers where convenient and effective for their intended purpose, but not less than one extinguisher on each floor at or near each usable stairwell.

2. Store combustible materials in containers in fire-safe locations.
3. Maintain unobstructed access to fire extinguishers, fire hydrants, temporary fire protection facilities, stairways and other access routes for fighting fires. Prohibit smoking in hazardous fire exposure areas.
4. Provide supervision of welding operations, combustion type temporary heating units, and similar sources of fire ignition.

B. Barricades, Warning Signs and Lights: Comply with standards and code requirements for erection of structurally adequate barricades. Paint with appropriate colors, graphics and warning signs to inform personnel and the public of the hazard being protected against. Where appropriate and needed provide lighting, including flashing red or amber lights.

C. Security Enclosure and Lockup: Install substantial temporary enclosure of partially completed areas of construction. Provide locking entrances to prevent unauthorized entrance, vandalism, theft and similar violations of security.
1. Storage: Where materials and equipment must be stored, and are of value or attractive for theft, provide a secure lockup. Enforce discipline in connection with the installation and release of material to minimize the opportunity for theft and vandalism.

D. Security Fencing: As soon as possible after commencement of the Work, install chain link fencing (specified in Section 02830) around the entire perimeter of the site to serve as security fencing during the construction period. Provide temporary gates at entrances to the site to be replaced by permanent gates as specified at completion of the work.

E. Environmental Protection: Provide protection, operate temporary facilities and conduct construction in ways and by methods that comply with environmental regulations, and minimize the possibility that air, waterways and subsoil might be contaminated or polluted, or that other undesirable effects might result.

F. Restrict use of noise making tools and equipment to hours that will minimize complaints from persons or firms near the site.

**3.05 OPERATION, TERMINATION AND REMOVAL**

A. Supervision: Enforce strict discipline in use of temporary facilities. Limit availability of temporary facilities to essential and intended uses to minimize waste and abuse.

B. Maintenance: Maintain facilities in good operating condition until removal. Protect from damage by freezing temperatures and similar elements.
1. Maintain operation of temporary enclosures, heating, cooling, humidity control, ventilation and similar facilities on a 24-hour day basis where required to achieve indicated results and to avoid possibility of damage.

C. Protection: Prevent water filled piping from freezing. Maintain markers for underground lines. Protect from damage during excavation operations.

D. Termination and Removal: Unless the Architect requests that it be maintained longer, remove each temporary facility when the need has ended, or when replaced by authorized use of a permanent facility, or no later than Substantial Completion. Complete or, if necessary, restore permanent construction that may have been delayed because of interference with the temporary facility. Repair damaged Work, clean exposed surfaces and replace construction that cannot be satisfactorily repaired.

E. Remove temporary paving that is not intended for or acceptable for integration into permanent paving. Where the area is intended for landscape development, remove soil and aggregate fill that does not comply with requirements for fill or subsoil in the area. Remove materials contaminated with road oil, asphalt and other petrochemical compounds, and other substances which might impair growth of plant materials or lawns.

F. Repair or replace street paving, curbs and sidewalks at the temporary entrances, as required by the governing authority.

G. At Substantial Completion, clean and renovate permanent facilities that have been used during the construction period, including but not limited to:

1. Replace air filters and clean inside of ductwork and housings.
2. Replace significantly worn parts and parts that have been subject to unusual operating conditions.
3. Replace lamps that are burned out or noticeably dimmed by substantial hours of use.

**END OF SECTION 01500**

**SECTION 015100**
**FIELD ENGINEERING**

## PART 1 - GENERAL

### 1.01 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division-1 Specification Sections, apply to this Section.

### 1.02 SUMMARY

A. General: This Section specifies administrative and procedural requirements for field engineering services, including, but not necessarily limited to, the following:
   1. Land survey work.
   2. Underground systems certification.

### 1.03 SUBMITTALS

A. Certificates: Submit a certificate signed by the Land Surveyor or Professional Engineer certifying that the location and elevation of improvements comply with the Contract Documents.

B. Final Property Survey: Submit three (4) copies and one (1) CAD disk of both the final property survey and the certification of underground systems, signed and sealed by Land Surveyor.

C. Project Record Documents: Submit a record of Work performed and record survey data as required under provisions of Sections "Submittals" and "Project Closeout".

### 1.04 QUALITY ASSURANCE

A. Surveyor: Engage a Land Surveyor or Professional Engineer experienced and specializing in land survey work, who is registered in the State of Florida, to perform land surveying services specified in this section.

## PART 2 - PRODUCTS (NOT APPLICABLE)

## PART 3 - EXECUTION

### 3.01 EXAMINATION

A. Verify layout information shown on the Drawings, in relation to the property survey and existing benchmarks before proceeding to layout the Work. Locate and protect existing benchmarks and control points. Preserve permanent reference points during construction.
   1. Do not change or relocate benchmarks or control points without prior written approval. Promptly report lost or destroyed reference points, or requirements to relocate reference points because of necessary changes in grades or locations.
   2. Promptly replace lost or destroyed project control points. Base replacements on the original survey control points.

B. Establish and maintain a minimum of two permanent benchmarks on the site, referenced to data established by survey control points.
   1. Record benchmark locations, with horizontal and vertical data, on Project Record Documents.

C. Existing utilities and equipment: The existence and location of underground and other utilities and construction indicated as existing are not guaranteed. Before beginning sitework, investigate and verify the existence and location of underground utilities and other construction.
   1. Prior to construction, verify the location and invert elevation at points of connection of sanitary sewer, storm sewer and water service piping.

### 3.02 PERFORMANCE

A. Working from lines and levels established by the property survey, establish benchmarks and markers to set lines and levels at each story of construction and elsewhere as needed to properly locate each element of the Project. Calculate and measure required dimensions within indicated or recognized tolerances. Do not scale Drawings to determine dimensions.

1. Advise entities engaged in construction activities, of marked lines and levels provided for their use.
2. As construction proceeds, check every major element for line, level and plumb.

B. Surveyor's Log: Maintain a surveyor's log of control and other survey Work. Make this log available for reference.
1. Record deviations from required lines and levels, and advise the Architect when deviations that exceed indicated or recognized tolerances are detected. On Project Record Drawings, record deviations that are accepted and not corrected.
2. On completion of foundation walls, major site improvements, and other Work requiring field engineering services, prepare a certified survey showing dimensions, locations, angles and elevations of construction and sitework.

C. Site Improvements: Locate and lay out site improvements, including pavements, stakes for grading, fill and topsoil placement, utility slopes and invert elevations by instrumentation and similar appropriate means.

D. Building Lines and Levels: Locate and lay out batter boards for structures, building foundations, column grids and locations, floor levels and control lines and levels required for mechanical and electrical Work.

E. Final Property Survey: Before Substantial Completion, prepare a final property survey showing significant features (real property) for the Project. Include on the survey a certification, signed by the Surveyor, to the effect that principal metes, bounds, lines and levels of the Project are accurately positioned as shown on the survey.

F. Certification of Underground Systems: In addition to the Final Property Survey, the surveyor must certify to the as-built locations and elevations of all underground systems as specified in individual sections of Divisions 2 through 16.

**END OF SECTION 01050**

**SECTION 016000**
**PRODUCT REQUIREMENTS**

## PART 1 GENERAL

### 1.01 SECTION INCLUDES

A. Transportation, handling, storage and protection.

B. Product option requirements.

C. Substitution limitations and procedures.

### 1.02 RELATED SECTIONS

A. Document 00 2113 - Instructions to Bidders: Product options and substitution procedures prior to bid date.

B. Section 01 4000 - Quality Requirements: Product quality monitoring.

### 1.03 REFERENCES

A. NFPA 70 - National Electrical Code; National Fire Protection Association; 2005.

### 1.04 SUBMITTALS

A. Product Data Submittals: Submit manufacturer's standard published data. Mark each copy to identify applicable products, models, options, and other data. Supplement manufacturers' standard data to provide information specific to this Project.

B. Shop Drawing Submittals: Prepared specifically for this Project; indicate utility and electrical characteristics, utility connection requirements, and location of utility outlets for service for functional equipment and appliances.

C. Sample Submittals: Illustrate functional and aesthetic characteristics of the product, with integral parts and attachment devices. Coordinate sample submittals for interfacing work.
   1. For selection from standard finishes, submit samples of the full range of the manufacturer's standard colors, textures, and patterns.

## PART 2 PRODUCTS

### 2.01 NEW PRODUCTS

A. Provide new products unless specifically required or permitted by the Contract Documents.

B. Do not use products having any of the following characteristics:
   1. Made, using or containing CFC's or using HCFC's in the manufacturing process.
   2. Made of wood from newly cut old growth timber.

C. Where all other criteria are met, General Contractor shall give preference to products that:
   1. Are extracted, harvested, and/or manufactured closer to the location of the project.
   2. Have longer documented life span under normal use.
   3. Result in less construction waste.
   4. Are made of vegetable materials that are rapidly renewable.

D. Provide interchangeable components of the same manufacture for components being replaced.

E. Wiring Terminations: Provide terminal lugs to match branch circuit conductor quantities, sizes, and materials indicated. Size terminal lugs to NFPA 70, include lugs for terminal box.

F. Cord and Plug: Provide minimum 6 foot cord and plug including grounding connector for connection to electric wiring system. Cord of longer length is specified in individual specification sections.

### 2.02 PRODUCT OPTIONS

A. Products Specified by Reference Standards or by Description Only: Use any product meeting those standards or description.

B. Products Specified by Naming One or More Manufacturers: Use a product of one of the manufacturers named and meeting specifications, no options or substitutions allowed.

C. Products Specified by Naming One or More Manufacturers with a Provision for Substitutions: Submit a request for substitution for any manufacturer not named.

## PART 3 EXECUTION

### 3.01 SUBSTITUTION PROCEDURES

A. Instructions to Bidders specify time restrictions for submitting requests for substitutions during the bidding period. Comply with requirements specified in this section.

B. Hall & Ogle Architects, Inc. will consider requests for substitutions only within 30 days after date of Agreement.

C. Substitutions may be considered when a product becomes unavailable through no fault of the contractor.

D. Document each request with complete data substantiating compliance of proposed substitution with Contract Documents.

E. A request for substitution constitutes a representation that the submitter:
   1. Has investigated proposed product and determined that it meets or exceeds the quality level of the specified product.
   2. Will provide the same warranty, at minimum, for the substitution as for the specified product.
   3. Will coordinate installation and make changes to other Work which may be required for the Work to be complete with no additional cost to City of Port Orange.
   4. Waives claims for additional costs or time extension which may subsequently become apparent.
   5. Will reimburse City of Port Orange and Hall & Ogle Architects, Inc. for review or redesign services associated with re-approval by authorities.
   6. Will allow cost savings associated with substitution to reduce Contract Sum.

F. Substitutions will not be considered when they are indicated or implied on shop drawing or product data submittals, without separate written request, or when acceptance will require revision to the Contract Documents.

G. Substitution Submittal Procedure:
   1. Submit four copies of request for substitution for consideration. Limit each request to one proposed substitution.
   2. Submit shop drawings, product data, and certified test results attesting to the proposed product equivalence. Burden of proof is on proposer.
   3. Hall & Ogle Architects, Inc. will notify General Contractor in writing of decision to accept or reject request.

### 3.02 TRANSPORTATION AND HANDLING

A. Coordinate schedule of product delivery to designated prepared areas in order to minimize site storage time and potential damage to stored materials.

B. Transport and handle products in accordance with manufacturer's instructions.

C. Transport materials in covered trucks to prevent contamination of product and littering of surrounding areas.

D. Promptly inspect shipments to ensure that products comply with requirements, quantities are correct, and products are undamaged.

E. Provide equipment and personnel to handle products by methods to prevent soiling, disfigurement, or damage.

F. Arrange for the return of packing materials, such as wood pallets, where economically feasible.

### 3.03 STORAGE AND PROTECTION

A. Designate receiving/storage areas for incoming products so that they are delivered according to installation schedule and placed convenient to work area in order to minimize waste due to excessive materials handling and misapplication.

B. Store and protect products in accordance with manufacturers' instructions.

C. Store sensitive products in weather tight, climate controlled, enclosures in an environment favorable to product.

D. For exterior storage of fabricated products, place on sloped supports above ground.

E. Provide bonded off-site storage and protection when site does not permit on-site storage or protection.

F. Cover products subject to deterioration with impervious sheet covering. Provide ventilation to prevent condensation and degradation of products.

G. Store loose granular materials on solid flat surfaces in a well-drained area. Prevent mixing with foreign matter.

H. Provide equipment and personnel to store products by methods to prevent soiling, disfigurement, or damage.

I. Arrange storage of products to permit access for inspection. Periodically inspect to verify products are undamaged and are maintained in acceptable condition.

**END OF SECTION**

**SECTION 016100**
**SUBMITTALS**

## PART 1 - GENERAL

### 1.01 RELATED DOCUMENTS

A. Drawings and general provisions of Contract, including General and Supplementary Conditions and other Division-1 Specification Sections, apply to this Section.

### 1.02 SUMMARY

A. This Section specifies administrative and procedural requirements for submittals required for performance of the Work including;
   1. Contractor's construction schedule
   2. Submittal schedule
   3. Product Data
   4. Daily construction reports
   5. Shop Drawings
   6. Samples

B. Administrative Submittals: Refer to other Division-1 Sections and other Contract Documents for requirements for administrative submittals. Such submittals include, but are not limited to:
   1. Permits
   2. Performance and payment bonds
   3. List of Subcontractors
   4. The Schedule of Values submittal is included in Section "Applications for Payment"
   5. Inspection and test reports are included in Section "Quality Control Services"
   6. Applications for Payment
   7. Insurance certificates

### 1.03 SUBMITTAL PROCEDURES

A. Coordination: Coordinate preparation and processing of submittals with performance of construction activities. Transmit each submittal sufficiently in advance of performance of related construction activities to avoid delay.
   1. Coordinate each submittal with fabrication, purchasing, testing, delivery, other submittals and related activities that require sequential activity.
   2. Coordinate transmittal of different types of submittals for related elements of the Work so processing will not be delayed by the need to review submittals concurrently for coordination.
      a. The Architect reserves the right to withhold action on a submittal requiring coordination with other submittals until related submittals are received.
   3. Processing: Allow sufficient review time so that installation will not be delayed as a result of the time required to process submittals, including time for resubmittals.
      a. Allow two weeks for initial review. Allow additional time if processing must be delayed to permit coordination with subsequent submittals. The Architect will promptly advise the Contractor when a submittal being processed must be delayed for coordination.
      b. If an intermediate submittal is necessary, process the same as the initial submittal.
      c. Allow two weeks for reprocessing each submittal.
      d. No extension of Contract Time will be authorized because of failure to transmit submittals to the Architect sufficiently in advance of the Work to permit processing.

B. Submittal Preparation: Place a permanent label or title block on each submittal for identification. Indicate the name of the entity that prepared each submittal on the label or title block.
   1. Provide a space approximately 4" x 5" on the label or beside the title block on Shop Drawings to record the Contractor's review and approval markings and the action taken.

2. Include the following information on the label for processing and recording action taken.
    a. Project name.
    b. Date.
    c. Name and address of Architect.
    d. Name and address of Contractor.
    e. Name and address of subcontractor.
    f. Name and address of supplier.
    g. Name of manufacturer.
    h. Number and title of appropriate Specification Section.
    i. Drawing number and detail references, as appropriate.

C. Submittal Transmittal: Package each submittal appropriately for transmittal and handling. Transmit each submittal from Contractor to Architect using a transmittal form. Submittals received from sources other than the Contractor will be returned without action.
    1. On the transmittal, record relevant information and requests for data. On the form, or separate sheet, record deviations from Contract Document requirements, including minor variations and limitations. Include Contractor's certification that information complies with Contract Document requirements. Submittals without Contractor Certification of compliance will be returned without review.
    2. Transmittal Form: Use AIA Document G 810.

**1.04 CONTRACTOR'S CONSTRUCTION SCHEDULE**

A. Bar-Chart Schedule: Prepare a fully developed, horizontal bar-chart type Contractor's construction schedule. Submit within 7 days of the date established for "Commencement of the Work".
    1. Provide a separate time bar for each significant construction activity. Provide a continuous vertical line to identify the first working day of each week. Use the same breakdown of units of the Work as indicated in the "Schedule of Values".
    2. Within each time bar indicate estimated completion percentage in 10 percent increments. As Work progresses, place a contrasting mark in each bar to indicate Actual Completion.
    3. Prepare the schedule on a sheet, or series of sheets, of stable transparency, or other reproducible media, of sufficient width to show data for the entire construction period.
    4. Secure time commitments for performing critical elements of the Work from parties involved. Coordinate each element on the schedule with other construction activities; include minor elements involved in the sequence of the Work. Show each activity in proper sequence. Indicate graphically sequences necessary for completion of related portions of the Work.
    5. Coordinate the Contractor's construction schedule with the schedule of values, list of subcontracts, submittal schedule, progress reports, payment requests and other schedules.
    6. Indicate completion in advance of the date established for Substantial Completion. Indicate Substantial Completion on the schedule to allow time for the Architect's procedures necessary for certification of Substantial Completion.

B. Distribution: Following response to the initial submittal, print and distribute copies to the Architect, Owner, subcontractors, and other parties required to comply with scheduled dates. Post copies in the Project meeting room and temporary field office.
    1. When revisions are made, distribute to the same parties and post in the same locations. Delete parties from distribution when they have completed their assigned portion of the Work and are no longer involved in construction activities.

C. Schedule Updating: Revise the schedule after each meeting or activity, where revisions have been recognized or made. Issue the updated schedule concurrently with report of each meeting.

## 1.05 SUBMITTAL SCHEDULE

A. After development and acceptance of the Contractor's construction schedule, prepare a complete schedule of submittals. Submit the schedule within 10 days of the date required for establishment of the Contractor's construction schedule.
   1. Coordinate submittal schedule with the list of subcontracts, schedule of values and the list of products as well as the Contractor's construction schedule.
   2. Prepare the schedule in chronological order; include submittals required during the first 90 days of construction. Provide the following information:
      a. Scheduled date for the first submittal.
      b. Related Section number.
      c. Submittal category.
      d. Name of subcontractor.
      e. Description of the part of the Work covered.
      f. Scheduled date for resubmittal.
      g. Scheduled date the Architect's final release or approval.

B. Distribution: Following response to initial submittal, print and distribute copies to the Architect, Owner, subcontractors, and other parties required to comply with submittal dates indicated. Post copies in the Project meeting room and field office.
   1. When revisions are made, distribute to the same parties and post in the same locations. Delete parties from distribution when they have completed their assigned portion of the Work and are no longer involved in construction activities.

C. Schedule Updating: Revise the schedule after each meeting or activity, where revisions have been recognized or made. Issue the updated schedule concurrently with report of each meeting.

## 1.06 DAILY CONSTRUCTION REPORTS

A. Prepare a daily construction report, recording the following information concerning events at the site:
   1. List of subcontractors at the site.
   2. Approximate count of personnel at the site.
   3. High and low temperatures, general weather conditions.
   4. Accidents and unusual events.
   5. Meetings and significant decisions.
   6. Stoppages, delays, shortages, losses.
   7. Meter readings and similar recordings.
   8. Emergency procedures.
   9. Orders and requests of governing authorities.
   10. Change Orders received, implemented.
   11. Services connected, disconnected.
   12. Equipment or system tests and start-ups.
   13. Partial Completions, occupancies.
   14. Substantial Completions authorized.

## 1.07 SHOP DRAWINGS

A. Submit newly prepared information, drawn to accurate scale. Highlight, encircle, or otherwise indicate deviations from the Contract Documents. Do not reproduce Contract Documents or copy standard information as the basis of Shop Drawings. Standard information prepared without specific reference to the Project is not considered Shop Drawings.
   1. Sheet Size: Except for templates, patterns and similar full-size Drawings, submit Shop Drawings on sheets at least 8-1/2" x 11" but no larger than 24" x 36".

B. Shop Drawings include fabrication and installation drawings, setting diagrams, schedules, patterns, templates and similar drawings. Include the following information:
   1. Dimensions.

2. Identification of products and materials included.
3. Compliance with specified standards.
4. Notation of coordination requirements.
5. Notation of dimensions established by field measurement.

C. Submittal: Submit a minimum of 6 sets of blue- or black-line prints. Three prints will be retained; the remainder will be returned. Submit additional copies as required for contractor's use.
1. Maintain one of the marked-up prints returned, as a "Record Document".
2. Do not use Shop Drawings without an appropriate final stamp indicating action taken in connection with construction.
3. Only Final reviewed shop drawings which have been reviewed by the Architect and the design Structural Engineer shall be used for fabrication and the field installation of products or assemblies of products. Modification of reviewed shop drawings by the manufacturer or fabricator for “Field Use” is prohibited unless proposed modifications have been reviewed by the Architect.

D. Coordination drawings are a special type of Shop Drawing that show the relationship and integration of different construction elements that require careful coordination during fabrication or installation to fit in the space provided or function as intended.
1. Preparation of coordination Drawings is specified in section "Project Coordination" and may include components previously shown in detail on Shop Drawings or Product Data.
2. Submit coordination Drawings for integration of different construction elements. Show sequences and relationships of separate components to avoid conflicts in use of space.

**1.08 PRODUCT DATA**

A. Collect Product Data into a single submittal for each element of construction or system. Product Data includes printed information such as manufacturer's installation instructions, catalog cuts, standard color charts, roughing-in diagrams and templates, standard wiring diagrams and performance curves. Where Product Data must be specially prepared because standard printed data is not suitable for use, submit as "Shop Drawings."
1. Mark each copy to show applicable choices and options. Where printed Product Data includes information on several products, some of which are not required, mark copies to indicate the applicable information. Include the following information:
a. Manufacturer's printed recommendations.
b. Compliance with recognized trade association standards.
c. Compliance with recognized testing agency standards.
d. Application of testing agency labels and seals.
e. Notation of dimensions verified by field measurement.
f. Notation of coordination requirements.

B. Do not submit Product Data until compliance with requirements of the Contract Documents has been confirmed.

C. Submittals: Submit 3 copies of each required submittal; submit 4 copies where required for maintenance manuals. The Architect will retain two, and will return the other marked with action taken and corrections or modifications required.
1. Unless noncompliance with Contract Document provisions is observed, the submittal may serve as the final submittal.

D. Distribution: Furnish copies of final submittal to installers, subcontractors, suppliers, manufacturers, fabricators, and others required for performance of construction activities. Show distribution on transmittal forms.
1. Do not proceed with installation until an applicable copy of Product Data applicable is in the installer's possession.
2. Do not permit use of unmarked copies of Product Data in connection with construction.

## 1.09 SAMPLES

A. Submit full-size, fully fabricated Samples cured and finished as specified and physically identical with the material or product proposed. Samples include partial sections of manufactured or fabricated components, cuts or containers of materials, color range sets, and swatches showing color, texture and pattern.
   1. Mount, display, or package Samples in the manner specified to facilitate review of qualities indicated. Prepare Samples to match the Architect's Sample. Include the following:
      a. Generic description of the Sample.
      b. Sample source.
      c. Product name or name of manufacturer.
      d. Compliance with recognized standards.
      e. Availability and delivery time.

B. Submit Samples for review of kind, color, pattern, and texture, for a final check of these characteristics with other elements, and for a comparison of these characteristics between the final submittal and the actual component as delivered and installed.
   1. Where variation in color, pattern, texture or other characteristics are inherent in the material or product represented, submit multiple units (not less than 3), that show approximate limits of the variations.
   2. Refer to other Specification Sections for requirements for Samples that illustrate workmanship, fabrication techniques, details of assembly, connections, operation and similar construction characteristics.

C. Preliminary submittals: Where Samples are for selection of color, pattern, texture or similar characteristics from a range of standard choices, submit a full set of choices for the material or product.
   1. Preliminary submittals will be reviewed and returned with the Architect's mark indicating selection and other action.

D. Submittals: Except for Samples illustrating assembly details, workmanship, fabrication techniques, connections, operation and similar characteristics, submit 2 sets; one will be returned marked with the action taken.

E. Maintain sets of Samples, as returned, at the Project site, for quality comparisons throughout the course of construction.
   1. Unless noncompliance with Contract Document provisions is observed, the submittal may serve as the final submittal.
   2. Sample sets may be used to obtain final acceptance of the construction associated with each set.

F. Distribution of Samples: Prepare and distribute additional sets to subcontractors, manufacturers, fabricators, suppliers, installers, and others as required for performance of the Work. Show distribution on transmittal forms.

G. Field Samples specified in individual Sections are special types of Samples. Field Samples are full-size examples erected on site to illustrate finishes, coatings, or finish materials and to establish the standard by which the Work will be judged.
   1. Comply with submittal requirements to the fullest extent possible. Process transmittal forms to provide a record of activity.

## 1.10 ARCHITECT'S ACTION

A. Except for submittals for record, information or similar purposes, where action and return is required or requested, the Architect will review each submittal, mark to indicate action taken, and return promptly.
   1. Compliance with specified characteristics is the Contractor's responsibility.

B. Action Stamp: The Architect will stamp each submittal with a uniform, self-explanatory action stamp. The stamp will be appropriately marked, as follows, to indicate the action taken:

1. Final Unrestricted Release: Where submittals are marked "Reviewed," that part of the Work covered by the submittal may proceed provided it complies with requirements of the Contract Documents; final acceptance will depend upon that compliance.
2. Final-But-Restricted Release: When submittals are marked "Furnish as Corrected," that part of the Work covered by the submittal may proceed provided it complies with notations or corrections on the submittal and requirements of the Contract Documents; final acceptance will depend on that compliance.
3. Returned for Resubmittal: When submittal is marked "Rejected or Revise and Resubmit," do not proceed with that part of the Work covered by the submittal, including purchasing, fabrication, delivery, or other activity. Revise or prepare a new submittal in accordance with the notations; resubmit without delay. Repeat if necessary to obtain a different action mark.
    a. Do not permit submittals marked "Rejected or Revise and Resubmit" to be used at the Project site, or elsewhere where Work is in progress.
4. Other Action: Where a submittal is primarily for information or record purposes, special processing or other activity, the submittal will be returned, marked "Review Not Required". Where a submittal is marked also "Submit Specified Item", further submittal information is required.

**PART 2 - PRODUCTS (NOT APPLICABLE).**

**PART 3 - EXECUTION (NOT APPLICABLE).**

**END OF SECTION 01300**

**SECTION 017000**
**PROJECT CLOSEOUT**

## PART 1 - GENERAL

### 1.01 RELATED DOCUMENTS

A. Drawings and general provisions of Contract, including General and Supplementary Conditions and other Division-1 Specification Sections, apply to this Section.

### 1.02 SUMMARY

A. This Section specifies administrative and procedural requirements for project closeout, including but not limited to:
   1. Inspection procedures.
   2. Project record document submittal.
   3. Operating and maintenance manual submittal.
   4. Submittal of warranties.
   5. Final cleaning.
   6. Closeout requirements for specific construction activities are included in the appropriate Sections in Divisions-2 through -16.

### 1.03 SUBSTANTIAL COMPLETION

A. Preliminary Procedures: Before requesting inspection for certification of Substantial Completion, complete the following. List exceptions in the request.
   1. In the Application for Payment that coincides with, or first follows, the date Substantial Completion is claimed, show 100 percent completion for the portion of the Work claimed as substantially complete. Include supporting documentation for completion as indicated in these Contract Documents and a statement showing an accounting of changes to the Contract Sum.
      a. If 100 percent completion cannot be shown, include a list of incomplete items, the value of incomplete construction, and reasons the Work is not complete.
   2. Advise Owner of pending insurance change-over requirements.
   3. Submit specific warranties, workmanship bonds, maintenance agreements, final certifications and similar documents.
   4. Obtain and submit releases enabling the Owner unrestricted use of the Work and access to services and utilities; include occupancy permits, operating certificates and similar releases.
   5. Submit record drawings, maintenance manuals, final project photographs, damage or settlement survey, property survey, and similar final record information.
   6. Deliver tools, spare parts, extra stock, and similar items.
   7. Make final change-over of permanent locks and transmit keys to the Owner. Advise the Owner's personnel of change-over in security provisions.
   8. Complete start-up testing of systems, and instruction of the Owner's operating and maintenance personnel. Discontinue or change over and remove temporary facilities from the site, along with construction tools, mock-ups, and similar elements.
   9. Complete final clean up requirements, including touch-up painting. Touch-up and otherwise repair and restore marred exposed finishes.

B. Inspection Procedures: On receipt of a request for inspection, the Architect will either proceed with inspection or advise the Contractor of unfilled requirements. The Architect will prepare the Certificate of Substantial Completion following inspection, or advise the Contractor of construction that must be completed or corrected before the certificate will be issued.
   1. The Architect will repeat inspection when requested and assured that the Work has been substantially completed.
   2. Results of the completed inspection will form the basis of requirements for final acceptance.

C. Occupancy Inspection:

1. The Architect, contractor and owner's representative, will conduct an inspection of the work to be occupied. Upon approval, the owner may occupy that portion of the work. The contractor shall cooperate, and participate in this inspection.

**1.04 FINAL ACCEPTANCE**

A. Preliminary Procedures: Before requesting final inspection for certification of final acceptance and final payment, complete the following. List exceptions in the request.
   1. Submit the final payment request with releases and supporting documentation not previously submitted and accepted. Include certificates of insurance for products and completed operations where required.
   2. Submit an updated final statement, accounting for final additional changes to the Contract Sum.
   3. Submit a certified copy of the Architect's final inspection list of items to be completed or corrected, stating that each item has been completed or otherwise resolved for acceptance, and the list has been endorsed and dated by the Architect.
   4. Submit consent of surety to final payment.
   5. Submit a final liquidated damages settlement statement.
   6. Submit evidence of final, continuing insurance coverage complying with insurance requirements.

B. Reinspection Procedure: The Architect will reinspect the Work upon receipt of notice that the Work, including inspection list items from earlier inspections, has been completed, except items whose completion has been delayed because of circumstances acceptable to the Architect.
   1. Upon completion of reinspection, the Architect will prepare a certificate of final acceptance, or advise the Contractor of Work that is incomplete or of obligations that have not been fulfilled but are required for final acceptance.
   2. If necessary, reinspection will be repeated.

**1.05 RECORD DOCUMENT SUBMITTALS**

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

B. Record Drawings (As-built Plans): Maintain a clean, undamaged set of blue or black line white-prints of Contract Drawings and Shop Drawings. Mark the set to show the actual installation where the installation varies substantially from the Work as originally shown. Mark whichever drawing is most capable of showing conditions fully and accurately; where Shop Drawings are used, record a cross-reference at the corresponding location on the Contract Drawings. Give particular attention to concealed elements that would be difficult to measure and record at a later date.
   1. Mark record sets with red erasable pencil; use other colors to distinguish between variations in separate categories of the Work.
   2. Mark new information that is important to the Owner, but was not shown on Contract Drawings or Shop Drawings.
   3. Note related Addenda, Field Order and Change Order numbers where applicable.
   4. The Contractor shall employ a Drafting Service at or near completion of the project for conversion of the marked-up As-built plans to CAD drawings compatible with Architect’s/Owner's CAD capabilities. Coordinate with Architect to verify compatibility and obtain electronic copy of drawing documents.
   5. The document changes shall be kept up-to-date and will be reviewed by the Architect/Engineer at the monthly progress meetings. Monthly progress payments will not be approved until changes to "as-built" drawings are current.

C. The Contractor shall record all changes made in the field as a “hard copy” set, and shall forward both the completed electronic and “hard-copy” versions of "as-built" Construction Record documents to the Architect's office for the Owner's records. Also reference and include

the final property survey and certification of underground systems as required by Section 01050.

D. Record Specifications: Maintain one complete copy of the Project Manual, including addenda, and one copy of other written construction documents such as Change Orders and modifications issued in printed form during construction. Mark these documents to show substantial variations in actual Work performed in comparison with the text of the Specifications and modifications. Give particular attention to substitutions, selection of options and similar information on elements that are concealed or cannot otherwise be readily discerned later by direct observation. Note related record drawing information and Product Data.
   1. Upon completion of the Work, submit record Specifications to the Architect for the Owner's records.

E. Maintenance Manuals: Organize operating and maintenance data into suitable sets of manageable size. Bind properly indexed data in individual heavy-duty 2-inch, 3-ring vinyl-covered binders, with pocket folders for folded sheet information. Mark appropriate identification on front and spine of each binder. Include the following types of information:
   1. Emergency instructions.
   2. Spare parts list.
   3. Copies of warranties.
   4. Wiring diagrams.
   5. Recommended "turn around" cycles.
   6. Inspection procedures.
   7. Shop Drawings and Product Data.
   8. Fixture lamping schedule.
   9. Submit three (3) sets of all maintenance manuals.

**PART 2 - PRODUCTS (NOT APPLICABLE)**

**PART 3 - EXECUTION**

**3.01 CLOSEOUT PROCEDURES**

A. Operating and Maintenance Instructions: Arrange for each installer of equipment that requires regular maintenance to meet with the Owner's personnel to provide instruction in proper operation and maintenance. If installers are not experienced in procedures, provide instruction by manufacturer's representatives. Include a detailed review of the following items:
   1. Maintenance manuals.
   2. Record documents.
   3. Spare parts and materials.
   4. Tools.
   5. Lubricants.
   6. Fuels.
   7. Identification systems.
   8. Control sequences.
   9. Hazards.
   10. Cleaning.
   11. Warranties and bonds.
   12. Maintenance agreements and similar continuing commitments.

B. As part of instruction for operating equipment, demonstrate the following procedures:
   1. Start-up.
   2. Shutdown.
   3. Emergency operations.
   4. Noise and vibration adjustments.
   5. Safety procedures.
   6. Economy and efficiency adjustments.
   7. Effective energy utilization.

C. Submit three (3) sets of all closeout documents (Maintenance Manuals, Warranties, and other similar documents).

**3.02 FINAL CLEANING**

A. General: General cleaning during construction is required by the General Conditions and included in Section "Temporary Facilities".

B. Cleaning: Employ experienced workers or professional cleaners for final cleaning. Clean each surface or unit to the condition expected in a normal, commercial building cleaning and maintenance program. Comply with manufacturer's instructions.

1. Complete the following cleaning operations before requesting inspection for Certification of Substantial Completion.
    a. Remove labels that are not permanent labels.
    b. Clean transparent materials, including mirrors and glass in doors and windows. Remove glazing compound and other substances that are noticeable vision-obscuring materials. Replace chipped or broken glass and other damaged transparent materials.
    c. Clean exposed exterior and interior hard-surfaced finishes to a dust-free condition, free of stains, films and similar foreign substances. Restore reflective surfaces to their original reflective condition. Leave concrete floors broom clean. Vacuum carpeted surfaces.
    d. Wipe surfaces of mechanical and electrical equipment. Remove excess lubrication and other substances. Clean plumbing fixtures to a sanitary condition. Clean light fixtures and lamps.
    e. Clean the site, including landscape development areas, of rubbish, litter and other foreign substances. Sweep paved areas broom clean; remove stains, spills and other foreign deposits. Rake grounds that are neither paved nor planted, to a smooth even-textured surface.
2. Removal of Protection: Remove temporary protection and facilities installed for protection of the Work during construction.
3. Compliance: Comply with regulations of authorities having jurisdiction and safety standards for cleaning. Do not burn waste materials. Do not bury debris or excess materials on the Owner's property. Do not discharge volatile, harmful or dangerous materials into drainage systems. Remove waste materials from the site and dispose of in a lawful manner.
    a. Where extra materials of value remaining after completion of associated Work have become the Owner's property, arrange for disposition of these materials as directed.

**END OF SECTION 01700**

**SECTION 072100**
**BUILDING INSULATION**

## PART 1 GENERAL

### 1.01 SECTION INCLUDES

A. Batt insulation for above ceiling where indicated.

### 1.02 REFERENCE STANDARDS

A. ASTM C1289 - Standard Specification for Faced Rigid Cellular Polyisocyanurate Thermal Insulation Board; 2014.

B. ASTM E136 - Standard Test Method for Behavior of Materials in a Vertical Tube Furnace At 750 Degrees C; 2012.

### 1.03 SUBMITTALS

A. See Section 013000 - Administrative Requirements, for submittal procedures.

B. Product Data: Provide data on product characteristics, performance criteria, and product limitations.

C. Manufacturer's Installation Instructions: Include information on special environmental conditions required for installation and installation techniques.

D. Manufacturer's Certificate: Certify that products meet or exceed specified requirements.

### 1.04 FIELD CONDITIONS

A. Do not install insulation adhesives when temperature or weather conditions are detrimental to successful installation.

## PART 2 PRODUCTS

### 2.01 BATT INSULATION MATERIALS

A. Batt Insulation: ASTM C 665; preformed batt; friction fit, conforming to the following:
   1. Material: Glass or mineral fiber.
   2. Flame Spread Index: 25 or less, when tested in accordance with ASTM E84.
   3. Smoke Developed Index: 450 or less, when tested in accordance with ASTM E84.
   4. Combustibility: Non-combustible, when tested in accordance with ASTM E136, except for facing, if any.
   5. Formaldehyde Content: Zero.
   6. Thermal Resistance: R of 19.
   7. Thickness: 4 inch. (See Plan)
   8. Facing: Unfaced.
   9. Manufacturers:
      a. CertainTeed Corporation: www.certainteed.com/#sle.
      b. Johns Manville Corporation: www.jm.com/#sle.
      c. Owens Corning Corp: www.owenscorning.com.

## PART 3 EXECUTION

### 3.01 EXAMINATION

A. Verify that substrate, adjacent materials, and insulation materials are dry and that substrates are ready to receive insulation and adhesive.

B. Verify substrate surfaces are flat, free of honeycomb, fins, irregularities, or materials or substances that may impede adhesive bond.

### 3.02 BATT INSTALLATION

A. Install insulation in accordance with manufacturer's instructions.

B. Install in exterior wall and roof spaces without gaps or voids. Do not compress insulation.

C. Trim insulation neatly to fit spaces. Insulate miscellaneous gaps and voids.

D. Fit insulation tightly in cavities and tightly to exterior side of mechanical and electrical services within the plane of the insulation.

**3.03 PROTECTION**

A. Do not permit installed insulation to be damaged prior to its concealment.

**END OF SECTION**

**SECTION 072510**
**FLUID-APPLIED WEATHER BARRIER**

## PART 1 - GENERAL

### 1.01 RELATED DOCUMENTS

A. All of the Contract Documents, including General and Supplementary Conditions and Division 01 General Requirements, apply to the work of this section.

### 1.02 SUMMARY

A. The work of this section includes, but is not limited to, the following:
   1. Materials and installation methods for fluid applied air and vapor barrier membrane system located in the non-accessible part of the wall.
   2. Materials and installation methods to bridge and seal air leakage pathways in roof and foundation junctions, window and door openings, control and expansion joints, masonry ties, piping and other penetrations through the wall assembly.

B. Related Sections: Other specification sections that directly relate to the works of this section include, but are not limited to, the following:
   1. Section 076200 - Flashing and Sheet Metal
   2. Section 079010 - Joint Sealants

### 1.03 PERFORMANCE REQUIREMENTS

A. Provide an air and vapor barrier system to perform as a continuous barrier to air infiltration/exfiltration and water vapor transmission and to act as a liquid water drainage plane flashed to discharge any incidental condensation or water penetration.

### 1.04 REFERENCES

A. The following standards and publications are applicable to the extent referenced in the text. The most recent version of these standards is implied unless otherwise stated.
   1. American Society for Testing and Materials (ASTM)
      a. C 836Standard Specification for High Solids, Cold Liquid-Applied Elastomeric Waterproofing Membrane for Use with Separate Wearing Course
      b. D 412Standard Test Methods for Rubber Properties in Tension
      c. D 903Standard Test Method for Peel or Stripping Strength of Adhesive Bonds
      d. D 1644Test Methods for Non-volatile Content of Varnishes
      e. D 1970Standard Specification for Self-Adhering Polymer Modified Bituminous Sheet Materials Used as Steep Roofing Underlayment for Ice Dam Protection
      f. D 4541Standard Test Method for Pull-Off Strength of Coatings Using Portable Adhesion Testers
      g. D 3767Standard Practice for Rubber - Measurements of Dimensions
      h. E 96Test Methods for Water Vapor Transmission of Materials
      i. E 283Standard Test Method for Determining the Rate of Air Leakage Through Exterior Windows, Curtain Walls, and Doors Under Specified Pressure Differences Across the Specimen
      j. E 2178Standard Test Method for Air Permeance of Building Materials
      k. E2357Standard Test Method for Determining Air Leakage of Air Barrier Assemblies

### 1.05 SUBMITTALS

A. Product Data: Submit manufacturer's product data, installation instructions, use limitations and substrate preparation recommendations.

B. Shop drawings showing locations and extent of air and vapor barrier system including details for terminations flashings, penetrations, window and door openings and treatment of substrate joints and cracks.

C. Written documentation demonstrating installers qualifications under the "Quality Assurance" article including reference projects of a similar scope.

D. Samples: Submit representative samples of the following for approval:
   1. Fluid applied air barrier membrane
   2. Transition Membrane
   3. Through Wall Flashing

E. Warranty: Submit a sample warranty identifying the terms and conditions stated in Section 1.09.

**1.06 QUALITY ASSURANCE**

A. Manufacturer: Air and vapor barrier systems shall be manufactured and marketed by a firm with a minimum of 20 years experience in the production and sales of waterproofing and air barrier products. Manufacturers proposed for use, but not named in these specifications shall submit evidence of ability to meet all requirements specified, and include a list of projects of similar design and complexity completed within the past five years.

B. Installer: The installer shall demonstrate qualifications to perform the work of this Section by submitting the following:
   1. List of at least three (3) projects contracted within the past five (5) years of similar scope and complexity to this project carried out by the firm and site supervisor.
   2. Installer must show evidence of adequate equipment and trained field personnel to successfully complete the project in a timely manner.

C. Materials: Fluid applied air and vapor barrier material shall be two part synthetic rubber based systems free of solvents, isocyanates and bitumen. For each type of material required for the work of this section, provide primary materials that are the products of one manufacturer.

D. Pre-Installation Conference: A pre-installation conference shall be held prior to commencement of field operations to establish procedures to maintain optimum working conditions and to coordinate this work with related and adjacent work. Agenda for meeting shall include but not be limited to the following:
   1. Review of submittals.
   2. Review of surface preparation, minimum curing period and installation procedures.
   3. Review of special details and flashings.
   4. Sequence of construction, responsibilities and schedule for subsequent operations.
   5. Review of mock-up requirements.
   6. Review of inspection, testing, protection and repair procedures.

E. Mock-up:
   1. Prior to installation of the air and vapor barrier system a field-constructed mock-up shall be provided under the provisions of Section [01340 - Shop Drawings, Product Data, Samples and Mock-ups] to verify details and tie-ins and to demonstrate the required quality of materials and installation.
   2. Construct a typical exterior wall section, 8 feet long and 8 feet wide, incorporating back-up wall, cladding, window and doorframe and sill, insulation, flashing and any other critical junction (roof, foundation, etc).
   3. Allow 24 hours for inspection and testing of mock-up before proceeding with air and vapor barrier work.
   4. Mock-up may remain as part of the work.

F. Inspection and Testing: Cooperate and coordinate with the Owner's inspection and testing agency. Do not cover any installed air and vapor barrier membrane until it has been inspected, tested and approved.

**1.07 DELIVERY, STORAGE AND HANDLING**

A. Deliver materials and products in labeled packages. Store and handle in strict compliance with manufacturer's instructions, recommendations and material safety data sheets. Protect from damage from sunlight, weather, excessive temperatures and construction operations. Remove damaged material from the site and dispose of in accordance with applicable regulations.

B. Do not double-stack pallets of fluid applied membrane components on the job site. Provide cover on top and all sides, allowing for adequate ventilation.

C. Protect fluid-applied membrane components from freezing and extreme heat.

D. Sequence deliveries to avoid delays, but minimize on-site storage.

**1.08 PROJECT CONDITIONS**

A. Perform work only when existing and forecasted weather conditions are within the limits established by the manufacturer of the materials used. Proceed with installation only when the substrate construction and preparation work is complete and in condition to receive the air and vapor barrier membrane.

**1.09 WARRANTY**

A. Submit manufacturer's warranty that air and vapor barrier and accessories are free of defects at time of delivery and are manufactured to meet manufacturer's published physical properties and material specifications.

**PART 2 PRODUCTS**

**2.01 GENERAL**

A. For each type of material required for the work of this section, provide primary materials that are the products of one manufacturer.

**2.02 FLUID APPLIED MEMBRANES**

A. Description: a two part, self-curing, synthetic rubber based material free of solvents, isocyanates and bitumen

B. Performance Requirements:

| Property | Test Method | Typical Value |
|---|---|---|
| Color | | Green |
| Cured Film Thickness | ASTM D 3767 Method A | 1.5 mm (0.060 in.) nominal |
| Solids Content | ASTM D 1644 | 100% |
| Air Permeance at 75Pa (0.3 in. water) Differential Pressure | ASTM E 2178 | <0.001 L/(s.m2) (,0.0002 cfm/ft2) |
| Assembly Air Permeance at 75Pa (0.3 in. water) Differential Pressure | ASTM E 2357 | <0.004 L/s.m2 (,0.0008 cfm/ft2) |
| Water Vapor Permeance | ASTM E 96, Method BW | Less than 4.6 ng/Pa.s.m2 (0.08 Perms) |
| Pull Adhesion to Concrete Block (CMU) | ASTM D 4541-02 | 0.24 N/mm2 (35 psi) |
| Pull Adhesion to Glass Faced Wall Board | ASTM D 4541-02 | 0.12 N/mm2 (18 psi) |
| Pull Adhesion to Concrete | ASTM D 903 | 880 N/m (5 lb./in.) |
| Elongation | ASTM D 412 | 500% minimum |
| Pliability, 180 Bend over 25 mm (1 in.) Mandrel at -30 C (-23 F) | ASTM D 1970 | Unaffected |
| Low Temperature Flexibility and Crack Bridging 3.2mm (1/8in.) crack cycling at 26 C (-15 | ASTM C 836 | Pass |

| | | |
|---|---|---|
| F) | | |
| Extensibility over 6.4mm (1/4in.) crack after heat aging | ASTM C 836 | Pass |

**2.03 ACCEPTABLE MATERIALS:**

A. Perm-A-Barrier ® Liquid from Grace Construction Products, 62 Whittemore Avenue, Cambridge, MA.
   1. Tremco ExoAir 120
   2. Poly Wall AirLok Flex
   3. StoGuard Vapor Seal
   4. BASF Enershield-I

**2.04 TRANSITION MEMBRANE**

A. Description: 0.9 mm (36 mils) of self-adhesive rubberized asphalt integrally bonded to 0.1 mm (4 mil) of cross-laminated, high-density polyethylene film to provide a min. 0.1 mm (40 mil) thick membrane. Membrane shall be interleaved with disposable silicone-coated release paper until installed.

B. Performance Requirements:
   1. Water Vapor Transmission: ASTM E 96, Method B: 2.9 ng/m2sPa (0.05 perms) max.
   2. Air Permeance at 75Pa (0.3 in. water) pressure difference: 0.0006 L/(s.m2) (0.00012 cfm/ft2) max.
   3. Puncture Resistance: ASTM E 154: 178 N (40 lbs.) min.
   4. Lap Adhesion at -4°C (25°F), ASTM D 1876: 880 N/m (5.0 lbs./in.) of width min.
   5. Low Temperature Flexibility, ASTM D 1970: Unaffected to -43°C (-45°F).
   6. Tensile Strength, ASTM D 412, Die C Modified: min. 2.7 MPa (400 psi)
   7. Elongation, Ultimate Failure of Rubberized Asphalt, ASTM D 412 Die C: min. 200%

**2.05 FLEXIBLE MEMBRANE WALL FLASHING**

A. Description: 0.8 mm (32 mils) of self-adhesive rubberized asphalt integrally bonded to 0.2 mm (8 mil) of cross-laminated, high-density polyethylene film to provide a min. 1.0 mm (40 mil) thick membrane. Membrane shall be interleaved with disposable silicone-coated release paper until installed.

B. Performance Requirements:
   1. Water Vapor Transmission, ASTM E 96, Method B: 2.9 ng/m2sPa (0.05 perms) max.
   2. Water Absorption, ASTM D 570: max. 0.1% by weight
   3. Puncture Resistance, ASTM E 154: 356 N (80 lbs.) min.
   4. Tear Resistance
   5. a. Initiation ASTM D 1004: min. 58 N (13.0 lbs.) M.D.
   6. b. Propagation ASTM D 1938: min. 40 N (9.0 lbs.) M.D.
   7. Lap Adhesion at -4ºC (25ºF), ASTM D 1876: 880 N/m (5.0 lbs./in.) of width
   8. Low Temperature Flexibility, ASTM D 1970: Unaffected to -43ºC (-45ºF)
   9. Tensile Strength, ASTM D 412, Die C Modified: min. 5.5 MPa (800 psi)
   10. Elongation, Ultimate Failure of Rubberized Asphalt, ASTM D412, Die C: min. 200%
   11. Acceptable Materials:
      a. Perm-A-Barrier Wall Flashing manufactured by Grace Construction Products.
      b. Tremco ExoAir TWF

**2.06 AIR & VAPOR BARRIER ACCESSORIES**

A. Description: Water-based primer which imparts an aggressive, high tack finish on the treated substrate
   1. Flash Point: No flash to boiling point
   2. Solvent Type: Water
   3. VOC Content: Not to exceed 10 g/l

4. Product: Perm-A-Barrier WB Primer manufactured by Grace Construction Products or Tremco ExoAir Primers
5. Description: Two part, elastomeric, trowel grade material designed for use with self-adhered membranes and tapes. 10 g/l max. VOC Content.
6. Product: Bituthene® Liquid Membrane manufactured by Grace Construction Products.
7. Optional Primers:
    a. Description: High tack water based primer. 10 g/l max. VOC content.
        1) Product: Perm-A-Barrier Liquid Part B manufactured by Grace Construction Products.
    b. Description: High tack low VOC solvent based primer. <200 g/l max. VOC content.
        1) Product: Bituthene Primer B2 LVC manufactured by Grace Construction Products.
    c. Description: High tack solvent based primer. 440 g/l max. VOC content.
        1) Product: Bituthene Primer B2 manufactured by Grace Construction Products.

## PART 3 EXECUTION

### 3.01 EXAMINATION

A. The installer shall examine conditions of substrates and other conditions under which this work is to be performed and notify the contractor, in writing, of circumstances detrimental to the proper completion of the work. Do not proceed with work until unsatisfactory conditions are corrected.

### 3.02 PREPARATION

A. Refer to manufacturer's literature for requirements for preparation of substrates. Surfaces shall be sound and free of voids, spalled areas, loose aggregate and sharp protrusions. Remove contaminants such as grease, oil and wax from exposed surfaces. Remove dust, dirt, loose stone and debris. Use repair materials and methods that are acceptable to manufacturer of the fluid-applied waterproofing.

B. Exterior sheathing panels: Ensure that the boards are sufficiently stabilized with corners and edges fastened with appropriate screws. Pre-treat all board joints with 50 - 75mm (2-3 in.) wide, reinforced self-adhesive tape or fiberglass mesh style wallboard tape. Gaps greater than 6mm (1/4 in.) should be filled with mastic or caulk, allowing sufficient time to fully cure before application of the tape and fluid applied membrane.

C. Masonry Substrates: Apply air and vapor barrier over concrete block and brick with smooth flush mortar joints. Fill all voids and holes, particularly in the mortar joints, with a lean mortar mix, non-shrinking grout or parge coat.

D. Related Materials: Treat construction joints and install flashing as recommended by manufacturer.

### 3.03 INSTALLATION

A. Refer to manufacturer's literature for recommendations on installation

B. Application of Fluid Applied Membrane
    1. Spray or trowel apply a continuous uniform film at min. 60 mils (1.5 mm or .060 in.) dry film thickness using multiple, overlapping passes.
    2. When spraying use a cross-hatching technique (alternating horizontal and vertical passes) to ensure even thickness and coverage.
    3. When spraying use high pressure, multi-component, airless spray equipment approved by material manufacturer.
    4. Carry membrane into any openings a minimum of 50mm (2 in.).
    5. Seal all brick-ties and other penetrations as work progresses.

C. Application of Transition Membrane

1. After allowing the Fluid Applied Membrane to cure to tack-free, apply transition membrane with a minimum overlap of 75mm (3 in.) onto each surface at all beams, columns and joints as indicated in detail drawings.
2. Tie in to window and door frames, spandrel panels, roof and floor intersections and changes in substrate.
3. Use pre-cut, easily handled lengths for each location.
4. Remove silicone-coated release paper and position membrane flashing carefully before placing it against the surface.
5. When properly positioned, place against surface by pressing firmly into place by hand roller.
6. Overlap adjacent pieces 50 mm ( 2 in.) and roll all seams with a hand roller.
7. Seal top edge of flashing with termination mastic.
8. When transition flashing is pre-installed prior to application of Fluid Applied Membrane, apply transition flashing as above. Spray or trowel a continuous uniform film of Fluid Membrane at min. 60 mils (1.5 mm or .060 in.) dry film thickness using multiple, overlapping passes, with a minimum overlap of 75 mm (3 in.) onto transition flashing. For sill condition, spray or trowel Fluid Membrane onto pre-installed sill flashing and onto horizontal section of sill.

D. Application of Flexible Membrane Wall Flashing
1. Precut pieces of flashing to easily handled lengths for each location.
2. Remove silicone-coated release paper and position flashing carefully before placing it against the surface.
3. When properly positioned, place against surface by pressing firmly into place by hand roller. Fully adhere flashing to substrate to prevent water from migrating under flashing.
4. Overlap adjacent pieces 50 mm (2 in.) and roll all seams with a hand roller.
5. Trim bottom edge 13 mm (1/2 in.) back from exposed face of the wall. Flashing shall not be permanently exposed to sunlight.
6. At heads, sills and all flashing terminations, turn up ends a minimum of 50 mm (2 in.) and make careful folds to form an end dam, with the seams sealed.
7. Seal top edge of flashing with termination mastic.
8. Do not allow the rubberized asphalt surface of the flashing membrane to come in contact with poly-sulfide sealants, creosote, uncured coal tar products or EPDM.

**3.04 PROTECTION AND CLEANING**

A. Remove any masking materials after installation. Clean any stains on materials that would be exposed in the completed work using procedures as recommended by manufacturer.

B. Perm-A-Barrier Liquid is not suitable for permanent exposure and should be protected from the effects of sunlight.

C. Schedule work to ensure that the Perm-A-Barrier Liquid system is covered as soon as possible after installation. Protect Perm-A-Barrier Liquid system from damage during subsequent operations. If the Perm-A-Barrier Liquid system cannot be covered within 60 days after installation, apply temporary UV protection such as dark plastic sheet or tarpaulins.

**END OF SECTION**

**SECTION 074100**
**PREFORMED METAL STANDING SEAM ROOFING**

## PART 1 - GENERAL

### 1.01 DESCRIPTION OF WORK

A. This section covers the pre-finished, pre-fabricated Architectural standing seam roof system. All metal trim, accessories, fasteners, insulation and sealants indicated on the drawings as part of this section.

B. Drawings and general provisions of the Contract, including general and Supplementary Conditions and Division 01 Specifications, apply to this section.

### 1.02 SUMMARY

A. Section Includes
   1. Factory formed Standing Seam metal roof panels

B. Related work specified elsewhere.
   1. Section 076000 - Flashing and Sheet Metal

### 1.03 DEFINITIONS

A. Metal Roof Panel Assembly: Metal roof panels, attachment system components, miscellaneous metal framing, thermal, and accessories necessary for a complete weathertight roofing system.

B. References:
   1. American Society for Testing and Materials (ASTM)
      a. ASTM A 653: Steel Sheet, Zinc Coated by the Hot Dip Process
      b. ASTM A 792: Steel Sheet, Aluminum-Zinc Alloy Coated by the Hot Dip Process
      c. ASTM B 209: Aluminum and Aluminum Alloy Sheet and Plate
      d. ASTM B370 Standard Specification for Copper Sheet and Strip for Building Construction
   2. Sheet Metal and Air Conditioning Contractors National Association (SMACNA)
      a. SMACNA Architectural Sheet Metal Manual, 1993 edition
   3. American Iron and Steel Institute (AISI)
      a. AISI Cold Formed Steel Design Manual
   4. Aluminum Association
      a. Aluminum Design Manual
   5. Metal Construction Association
      a. Preformed metal Wall Guidelines
   6. Code References
      a. ASCE, Minimum Loads for Buildings and Other Structures
      b. BOCA National Building Codes
      c. UBC Uniform Building Code
      d. SBC Standard Building Code

### 1.04 QUALITY ASSURANCE

A. Petersen Aluminum Corp, Acworth, GA, 800-272-4482 products establish a minimum of quality required.

B. Manufacturer and erector shall demonstrate experience of a minimum of five (5) years in this type of project.

### 1.05 SUBSTITUTIONS

A. The material, products and equipment specified in this section establish a standard for required function, dimension, appearance and quality to be met by any proposed substitution.

## 1.06 SYSTEM DESCRIPTION

A. Material to comply with:
   1. ASTM B209 Standard Specification for Aluminum and Aluminum-Alloy Sheet and Plate

## 1.07 ROOF SYSTEM PERFORMANCE TESTING

A. General Performance: Metal roof panels shall comply with performance requirements without failure due to defective manufacture, fabrication, installation or other defects in construction.

B. Roof System shall be designed to meet Wind Load requirements as specified on the structural documents.

C. Provide current Florida Product Approval Number or local product approval as required by building department.

D. Panels to meet:
   1. Water Penetration: When tested per ASTM E-283/1680 and ASTM E-331/1646 there shall be no uncontrolled water penetration or air infiltration through the panel joints.
   2. Roof System shall be designed to meet a UL Class 90 wind uplift in accordance with UL standard 580 and panel system shall be ASTM 1592 Tested and approved
   3. UL 2218 - Impact Resistance rated

## 1.08 WARRANTIES

A. Weathertight warranty: Manufacturer's standard form in which manufacturer agrees to repair or replace standing seam metal roof panel assemblies that fail to remain weathertight, including leaks, within specified warranty period.
   1. Warranty Period: 20 Years from date of Substantial Completion

B. Finish warranty: Manufacturer's standard form in which manufacturer agrees to repair finish or replace standing seam metal roof panels that show evidence of deterioration of factory-applied finish within specified warranty period.
   1. Exposed Panels Finish - deterioration includes the following:
      a. Color fading more than 5 hunter units when tested according to ASTM D 2244
      b. Chalking in excess of a No. 8 rating when tested according to ASTM D 4214
      c. Cracking, checking, peeling or failure of a paint to adhere to a bare metal.
   2. Warranty Period: 20 Years from the date of substantial completion

C. Applicator shall furnish written warranty for a two (2) year period from date of substantial completion of building covering repairs required to maintain roof and flashings in watertight condition.

## 1.09 SUBMITTALS

A. Furnish detailed drawings showing profile and gauge of exterior sheets, location and type of fasteners, location, gauges, shape and method of attachment of all trim locations and types of sealants, and any other details as may be required for a weather-tight installation.

B. Provide finish samples of all colors specified.

C. Shop drawings: Show fabrication and installation layouts of metal roof panels, metal wall panels or metal soffit panels, details of edge conditions, side-seam joints, panel profiles, corners, anchorages, trim, flashings, closures and accessories, and special details. Distinguish between factory and field-assembled work

D. Coordination Drawings: Roof plans, drawn to scale, on which the following are shown and coordinated with each other, base don input from installer of the items involved:
   1. Roof panels and attachments
   2. Metal trusses, bracings and supports
   3. Roof-mounted items including snow guards and items mounted on roof curbs.

## 1.10 DELIVERY, STORAGE AND HANDLING

A. Ordering: Comply with manufacturer's ordering instruction and lead time requirements to avoid construction delays.

B. Deliver components, sheets, metal roof panels and other manufactured items so as not to be damaged or deformed. Package metal roof panels for protection during transportation and handling.

C. Unload, store and erect metal roof panels in a manner to prevent bending, warping, twisting and surface damage.

D. Stack metal roof panels on platforms or pallets, covered with suitable weathertight and ventilated covering. Store metal roof panels to ensure dryness. Do not store metal roof panels in contact with other materials that might cause staining, denting or other surface damage.

E. Protect strippable protective coating on any metal coated product from exposure to sunlight and high humidity, except to the extent necessary for material installation.

## 1.11 PROJECT CONDITIONS

A. Weather Limitations: proceed with installation only when existing and forecasted weather conditions permit metal roof panel work to be performed.

B. Field Measurements: Verify actual dimensions of construction contiguous with metal roof panels by field measurements before fabrication.

## 1.12 COORDINATION

A. Coordinate sizes and locations of roof curbs, equipment supports and roof penetrations with actual equipment provided.

B. Coordinate metal roof panels with rain drainage work, flashing, trim and construction of decks, parapet walls and other adjoining work to provide a leakproof, secure and noncorrosive installation.

# PART 2 - PRODUCTS

## 2.01 PANEL DESIGN

A. General: Provide factory-formed metal roof panels designed to be installed by lapping and interconnecting raised side edges of adjacent panels with joint type indicated and mechanically attaching panels to supports using concealed clips in side laps. Include clips, cleats, pressure plates and accessories required for a weathertight installation.

B. Roof panels shall be standing seam Tite-Loc Plus in 18" widths with 2" high seams that are mechanically seamed together @ 180 degrees.

C. Panels to be produced with Factory supplied hot melt mastic in the seams.

D. Panels to be produced Smooth - Factory Standard.

E. Panels to be designed for attachment with concealed fastener clips, spaced as required by the manufacturer to provide for both positive and negative design loads, while allowing for the expansion and contraction of the entire roof system resulting from variations in temperature.

F. Forming: Use continuous end rolling method. No end laps on panels.

## 2.02 ACCEPTABLE MANUFACTURERS

A. This project is detailed around the roofing product of Petersen Aluminum Corporation Petersen Aluminum Corp, Acworth, GA, 800-272-4482, Tite-Loc Plus.

B. Alternate Manufacturers:
   1. Merchant and Evans
   2. Bemo Usa
   3. Imetco

## 2.03 MATERIALS AND FINISHES

A. Preformed roofing panels shall be fabricated of .040 Aluminum

B. Color shall be as selected by Architect.

C. Finish shall be Kynar 500 or Hylar 5000 Fluorocarbon coating with a top side film thickness of 0.70 to 0.90 mil over a 0.25 to 0.3 mil prime coat to provide a total dry film thickness of 0.95 to 1.25 mil, to meet AAMA 621. Bottom side shall be coated with a primer with a dry film thickness of 0.25 mil. Finish shall conform to all tests for adhesions, flexibility and longevity as specified by Kynar 500 or Hylar 5000 finish supplier.

D. If Strippable coating to be applied on the pre-finished panels to the top side to protect the finish during fabrication, shipping and handling, film shall be removed before installation.

E. Trim: Trim shall be fabricated of the same material and finish to match the profile, and will be press broken in lengths of 10 to 12 feet. Trim shall be formed only by the manufacturer of their approved dealer. Trim to be erected in overlapped condition. Use lap strips only as indicated on drawings. Miter conditions shall be factory welded material to match the sheeting.

F. Closures: use composition or metal profiled closures at the top of each elevation to close ends of the panels. Metal closures to be made in the same material and finish as face sheet.

G. Fasteners: Fasteners shall be of type, material, size, corrosion resistance, holding power and other properties required to fasten miscellaneous framing members to substrates.

H. Substrate shall be Plywood

I. Roofing Underlayment
   1. On all surfaces to be covered with roofing material, furnish and install a 40 mil "Peel & Stick membrane", required as outlined by metal panel manufacturer. Membrane to be a minimum of 40 mil thickness, smooth, non-granular, by one of the following manufacturers:
      a. W.R Grace "Ice & water Shield"
      b. Cetco Strongseal
      c. Carlisle CCW WIP 300HT
      d. Interwrap Titanium PSU
      e. MFM Corp "Wind & Water Shield"
      f. Polyguard Deck Guard HT of Polyglas HT
      g. Tamko TW Tile and Metal Underlayment
   2. Underlayment shall be laid in horizontal layers with joints lapped toward the eaves a minimum of 6", and well secured along laps and at ends as necessary to properly hold the felt in place. All underlayment shall be preserved unbroken and whole.
   3. Ice and Water Shield shall lap all hips and ridges at least 12" to form double thickness and shall be lapped 6" over the metal of any valley or built-in gutters and shall be installed as required by the Standing Seam Panel Manufacturer to attain the desired 20 Year Weathertightness Warranty.

J. Sealants
   1. Provide two-part polysulfide class B non-sag type for vertical and horizontal joints or
   2. one part polysulfide not containing pitch or phenolic extenders or
   3. Exterior grade silicone sealant recommended by roofing manufacturer or
   4. One part non-sag, gun grade exterior type polyurethane recommended by the roofing manufacturer.

## 2.04 FABRICATION

A. Comply with dimensions, profile limitations, gauges and fabrication details shown and if not shown, provide manufacturer's standard product fabrication.

B. Fabricate components of the system in factory, ready for field assembly.

C. Fabricate components and assemble units to comply with fire performance requirements specified.

D. Apply specified finishes in conformance with manufacturer's standard, and according to manufacturer's instructions.

## PART 3 - EXECUTION

### 3.01 INSPECTION

A. Examine alignment of structural steel and related supports, primary and secondary roof framing, solid roof sheathing, prior to installation.

B. For the record, prepare written report, endorsed by installer, listing conditions detrimental to performance of the Work.

C. Proceed with installation only after unsatisfactory conditions have been corrected.

### 3.02 FASTENERS

A. Secure units to supports per FPA testing.

B. Place fasteners as indicated in manufacturer's standards and as required by testing.

### 3.03 INSTALLATION

A. Panels shall be installed plumb and true in a proper alignment and in relation to the structural framing. The erector must have at least five years successful experience with similar applications.

B. Install metal panels, fasteners, trim and related sealants in accordance with approved shop drawings and as may be required for a weather-tight installation.

C. Remove all strippable coating and provide a dry-wipe down cleaning of the panels as they are erected.

### 3.04 DAMAGED MATERIAL

A. Upon determination of responsibility, repair or replace damaged metal panels and trim to the satisfaction of the Architect and Owner.

**END OF SECTION**

**SECTION 074646**
**FIBER-CEMENT SIDING**

## PART 1 GENERAL

### 1.01 SECTION INCLUDES

A. Wood-fiber cement siding.

### 1.02 RELATED REQUIREMENTS

A. Section 072510 - Fluid Applied Weather Barrier: Weather resistant barrier on CMU wall.

B. Section 79000 - Joint Sealers.

C. Section 099000 - PAINTING: Field painting.

### 1.03 REFERENCE STANDARDS

A. ASTM C1186 - Standard Specification for Flat Fiber-Cement Sheets; 2022, with Editorial Revision (2023).

### 1.04 SUBMITTALS

A. See Section 013000 - Administrative Requirements, for submittal procedures.

B. Product Data: Manufacturer's data sheets on each product to be used, including:
   1. Manufacturer's requirements for related materials to be installed by others.
   2. Preparation instructions and recommendations.
   3. Storage and handling requirements and recommendations.
   4. Installation methods, including nail patterns.

C. Test Report: Applicable model code authority evaluation report (e.g. ICC-ES).

D. Maintenance Instructions: Periodic inspection recommendations and maintenance procedures.

E. Warranty: Submit copy of manufacturer’s warranty, made out in City of Port Orange’s name, showing that it has been registered with manufacturer.

### 1.05 QUALITY ASSURANCE

### 1.06 DELIVERY, STORAGE, AND HANDLING

## PART 2 PRODUCTS

### 2.01 SIDING

A. Lap Siding: Individual horizontal boards made of cement and cellulose fiber formed under high pressure with integral surface texture, complying with ASTM C1186 Type A Grade II; with machined edges, for nail attachment.
   1. Width (Height): 6-1/4 inches., 5" exposure.
   2. Finish: Unfinished.
   3. Warranty: 50 year limited; transferable.
   4. Lap Siding Manufacturers:
      a. CertainTeed Corporation : www.certainteed.com.
      b. James Hardie Building Products, Inc : www.jameshardie.com/#sle.
      c. Substitutions: See Section 016000 - Product Requirements.

### 2.02 ACCESSORIES

A. Trim: Same material and texture as siding.

B. Fasteners: Stainless Steel; length as required to penetrate minimum 1-1/4 inch.

C. Joint Sealer: As specified in Section 079005.

## PART 3 EXECUTION

### 3.01 PREPARATION

A. Examine substrate and clean and repair as required to eliminate conditions that would be detrimental to proper installation.

B. Verify that weather barrier has been installed over substrate completely and correctly.

C. Do not begin until unacceptable conditions have been corrected.

D. If substrate preparation is the responsibility of another installer, notify Hall & Ogle Architects, Inc. of unsatisfactory preparation before proceeding.

### 3.02 PREPARATION

A. Install sheet metal flashing:
   1. Above door and window trim and casings.

### 3.03 INSTALLATION

A. Install in accordance with manufacturer's instructions and recommendations.
   1. Read warranty and comply with all terms necessary to maintain warranty coverage.
   2. Install in accordance with conditions stated in model code evaluation report applicable to location of project.
   3. Use trim details indicated on drawings.
   4. Touch up all field cut edges before installing.
   5. Pre-drill nail holes if necessary to prevent breakage.

B. Over Wood and Wood-Composite Sheathing: Fasten siding through sheathing into studs.

C. Allow space between both ends of siding panels that butt against trim for thermal movement; seal joint between panel and trim with exterior grade sealant.

D. Joints in Horizontal Siding: Avoid joints in lap siding except at corners; where joints are inevitable stagger joints between successive courses.

E. Do not install siding less than 6 inches from surface of ground nor closer than 1 inch to roofs, patios, porches, and other surfaces where water may collect.

F. After installation, seal all joints except lap joints of lap siding. Seal around all penetrations. Paint all exposed cut edges.

G. Finish Painting: Specified in Section 099000.

### 3.04 PROTECTION

A. Protect installed products until completion of project.

B. Touch-up, repair or replace damaged products before Substantial Completion.

**END OF SECTION**

**SECTION 076000**
**FLASHING AND SHEET METAL**

**GENERAL:**

**1.01 RELATED DOCUMENTS**

A. Drawings and general provisions of Contract, including General and Supplementary Conditions and Division-1 Specification Sections, apply to this Section.

**1.02 CONFORM TO PROFILES AND SIZES SHOWN ON DRAWINGS, AND COMPLY WITH "ARCHITECTURAL SHEET METAL MANUAL" BY SMACNA, FOR EACH GENERAL CATEGORY OF WORK REQUIRED.**

A. Metal flashing and counter flashing.

B. Miscellaneous sheet metal accessories.

**1.03 PRODUCTS:**

A. All flashing and sheet metal shall be stainless steel; 0.050 inch.

B. Fabricate stainless steel with flat-lock seams; seal seams with epoxy metal seam cement and, where required for strength, rivet seams and joints.

C. Provide for thermal expansion of running stainless steel work by overlaps of expansion joints in fabricated work. Where required for water-tight construction, provide hooked flanges filled with polyisobutylene mastic for 1-inch embedment of flanges. Space joints at intervals of not more than 30 feet for stainless steel. Conceal expansion provisions where possible.

1. Separate stainless steel from contact with cementitious and absorptive surfaces, and from dissimilar metals, by a 15-mil coating of bituminous mastic (SSPC - Paint 12) or other permanent separation.

D. Stainless Steel Accessories: Provide stainless steel clips, straps, anchoring devices and similar accessory units as required for installation of work, matching or compatible with material being installed, noncorrosive, size and gage required for performance.

**1.04 EXECUTION:**

A. Anchor work in place with noncorrosive fasteners, adhesives, setting compounds, tapes and other materials and devices as recommended by manufacturer of each material or system. Provide for thermal expansion and building movements. Comply with recommendations of "Architectural Sheet Metal Manual" by SMACNA.

B. Seal moving joints in metal work with elastomeric joint sealants, complying with requirements specified in Division 7 Section "Joint Sealants."

C. Clean metal surfaces of soldering flux and other substances which could cause corrosion.

D. Performance: Water-tight and weatherproof performance of flashing and sheet metal work is required.

**END OF SECTION 07600**

**SECTION 079000**
**JOINT SEALERS**

## PART 1 - GENERAL

### 1.01 RELATED DOCUMENTS:

A. Drawings and general provisions of Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.

### 1.02 SUMMARY:

A. Extent of each form and type of joint sealer is indicated on drawings and schedules.

### 1.03 THIS SECTION INCLUDES JOINT SEALERS FOR THE FOLLOWING LOCATIONS:

A. Exterior joints in vertical surfaces and nontraffic horizontal surfaces as indicated below.
   1. Control and expansion joints in unit masonry.
   2. Perimeter joints between unit masonry and frames of doors and windows.
   3. Other joints as indicated.

B. Exterior joints in horizontal traffic surfaces as indicated below.
   1. Control, expansion, and isolation joints in cast-in-place concrete sidewalks.
   2. Other joints as indicated.

C. Interior joints in vertical surfaces and horizontal nontraffic surfaces as indicated below:
   1. Control and expansion joints on exposed interior surfaces of exterior walls.
   2. Perimeter joints between unit masonry/concrete and roof system.
   3. Perimeter joints of exterior openings where indicated.
   4. Vertical control joints on exposed surfaces of interior unit masonry and concrete walls and partitions.
   5. Perimeter joints between interior wall surfaces and frames of interior doors, and windows.
   6. Perimeter joints of toilet fixtures.
   7. Other joints as indicated.

D. Interior joints in horizontal traffic surfaces as indicated below:
   1. Control and expansion joints in cast-in-place concrete slabs.
   2. Other joints as indicated.
   3. Sealing joints related to flashing and sheet metal for roofing is specified in another Division-7 Section.
   4. Sealants for glazing purposes are specified in Division-8 Section "Glass and Glazing."
   5. Sealing concealed perimeter joints of gypsum drywall partitions to reduce sound transmission characteristics is specified in Division-9 Section "Gypsum Drywall."
   6. Sealing tile joints is specified in Division-9 Section "Tile."

### 1.04 SYSTEM PERFORMANCES:

A. Provide joint sealers that have been produced and installed to establish and maintain watertight and airtight continuous seals.

### 1.05 SUBMITTALS:

A. Product Data from manufacturers for each joint sealer product required, including instructions for joint preparation and joint sealer application.

B. Samples for Initial Selection Purposes: Manufacturer's standard samples consisting of strips of actual products showing full range of colors available, for each product exposed to view.

C. Certificates from manufacturers of joint sealers attesting that their products comply with specification requirements and are suitable for the use indicated.

D. Qualification data complying with requirements specified in "Quality Assurance" article. Include list of completed projects with project name, addresses, names of Architects and Owners, plus other information specified.

E. Compatibility and adhesion test reports from manufacturer indicating materials forming joint substrates and joint sealant backings have been tested for compatibility and adhesion with sealants. Include manufacturer's interpretation of test results relative to sealant performance and recommendations for primers and substrate preparation needed to obtain adhesion.

F. Product test reports for each type of joint sealers indicated, evidencing compliance with requirements specified.

G. Preconstruction field test reports indicating which products and joint preparation methods demonstrated acceptable adhesion to joint substrates.

**1.06 QUALITY ASSURANCE:**

A. Installer Qualifications: Engage an Installer who has successfully completed within the last 5 years at least 5 joint sealer applications similar in type and size to that of this Project and who will assign mechanics from these earlier applications to this project, of which one will serve as lead mechanic.

B. Single Source Responsibility for Joint Sealer Materials: Obtain joint sealer materials from a single manufacturer for each different product required.

C. Preconstruction Compatibility and Adhesion Testing: Submit samples of all materials that will contact or affect joint sealers to joint sealer manufacturers for compatibility and adhesion testing, as indicated below:

D. Use test methods standard with manufacturer to determine if priming and other specific joint preparation techniques are required to obtain rapid, optimum adhesion of joint sealers to joint substrates.

E. Perform tests under normal environmental conditions expected during actual installation

F. Testing will not be required when joint sealer manufacturer is able to submit joint preparation data required above which is acceptable to Architect and is based on previous testing of current sealant products for adhesion to, and compatibility with, joint substrates and other materials matching those submitted.

G. Arrange for tests to take place with both Architect and joint sealer manufacturer's technical representative present.

**1.07 DELIVERY, STORAGE, AND HANDLING:**

A. Deliver materials to Project site in original unopened containers or bundles with labels informing about manufacturer, product name and designation, color, expiration period for use, pot life, curing time, and mixing instructions for multicomponent materials.

B. Store and handle materials in compliance with manufacturers' recommendations to prevent their deterioration or damage due to moisture, high or low temperatures, contaminants, or other causes.

**1.08 PROJECT CONDITIONS:**

A. Environmental Conditions: Do not proceed with installation of joint sealers under the following conditions:
   1. When ambient and substrate temperature conditions are outside the limits permitted by joint sealer manufacturers.
   2. When joint substrates are wet due to rain, frost, condensation, or other causes.
   3. Joint Width Conditions: Do not proceed with installation of joint sealers where joint widths are less than allowed by joint sealer manufacturer for application indicated.
   4. Joint Substrate Conditions: Do not proceed with installation of joint sealers until contaminants capable of interfering with their adhesion are removed from joint substrates.

**PART 2 - PRODUCTS**

**2.01 MATERIALS, GENERAL:**

A. Compatibility: Provide joint sealers, joint fillers and other related materials that are compatible with one another and with joint substrates under conditions of service and application, as demonstrated by sealant manufacturer based on testing and field experience.

B. Colors: Provide color of exposed joint sealers indicated or, if not otherwise indicated, as selected by Architect from manufacturer's standard and custom colors.

**2.02 ELASTOMERIC JOINT SEALANTS:**

A. Elastomeric Sealant Standard: Provide elastomeric sealant of base polymer indicated, complying with ASTM C 920 requirements including reference to Type, Grade, Class, and Uses.

B. Urethane Sealants for use in vertical joints within or between masonry and concrete:
   1. Type M: Grade NS, Class 25, Use NT, M, A, and O

C. Products: Subject to compliance with requirements, provide one of the following:
   1. Tremco “Dymeric 511”
   2. Pecora Corp. "Dynatrol II"

**2.03 URETHANE SEALANTS FOR USE IN HORIZONTAL TRAFFIC JOINTS IN CONCRETE SLABS:**

A. Type M or Type S: Grade P, Class 25, Use T, M, and O

B. Products: Subject to compliance with requirements, provide one of the following:
   1. Type M: Pecora Corp. "Urexpan" NR-201
   2. Type S:Tremco “THC-900” / “901” (>5% slope)

**2.04 SILICONE SEALANTS FOR USE IN VERTICAL JOINTS OTHER THAN WITHIN OR BETWEEN MASONRY AND CONCRETE):**

A. Type S: Grade NS, Class 25, Use NT, M, A, and O

B. Products: Subject to compliance with requirements, provide one of the following:
   1. Tremco “Spectrem 1”
   2. Dow-Corning “795 Silicone Building Sealant”

**2.05 LATEX JOINT SEALANTS:**

A. Acrylic-Emulsion Sealant: Manufacturer's standard, one part, nonsag, mildew-resistant, acrylic-emulsion sealant complying with ASTM C 834, formulated to be paintable and recommended for exposed applications on interior and on protected exterior locations involving joint movement of not more than plus or minus 7.5 percent.

B. Products: Subject to compliance with requirements, provide one of the following:
   1. "AC-20"; Pecora Corp.
   2. "Tremco Acrylic Latex Caulk"; Tremco Inc.

**2.06 FIRE-RESISTANT JOINT SEALERS:**

A. General: Provide manufacturer's standard fire-stopping sealant, with accessory materials, having fire-resistance ratings indicated as established by testing identical assemblies per ASTM E 814 by Underwriters Laboratory, Inc. or other testing and inspecting agency acceptable to authorities having jurisdiction.

B. Foamed-In-Place-Fire-Stopping Sealant: Two-part, foamed-in-place, silicone sealant formulated for use in a through-penetration fire-stop system for filling openings around cables, conduit, pipes and similar penetrations through rated wall assemblies.

C. Products: Subject to compliance with requirements, provide one of the following:
   1. Two-Part Fire-Stopping Sealant:
      a. Dow Corning Fire Stop Sealant"; Dow Corning Corp.
   2. "Insta-FireSeal Silicone RTV Foam"; Insta-Foam Products, Inc.

**2.07 JOINT SEALANT BACKING:**

A. General: Provide sealant backings of material and type which are nonstaining; are compatible with joint substrates, sealants, primers and other joint fillers; and are approved for applications indicated by sealant manufacturer based on field experience and laboratory testing.

B. Plastic Foam Joint Fillers: Preformed, compressible, resilient, nonwaxing, nonextruding strips of flexible, nongassing plastic foam of material indicated below; nonabsorbent to water and gas; and of size, shape and density to control sealant depth and otherwise contribute to producing optimum sealant performance.

C. Either open-cell polyurethane foam or closed-cell polyethylene foam, unless otherwise indicated, subject to approval of sealant manufacturer, for cold-applied sealants only.

D. Bond-Breaker Tape: Polyethylene tape or other plastic tape as recommended by sealant manufacturer for preventing sealant from adhering to rigid, inflexible joint filler materials or joint surfaces at back of joint where such adhesion would result in sealant failure. Provide self-adhesive tape where applicable.

**2.08 MISCELLANEOUS MATERIALS:**

A. Primer: Provide type recommended by joint sealer manufacturer where required for adhesion of sealant to joint substrates indicated, as determined from preconstruction joint sealer-substrate tests and field tests.

B. Cleaners for Nonporous Surfaces: Provide nonstaining, chemical cleaners of type which are acceptable to manufacturers of sealants and sealant backing materials, which are not harmful to substrates and adjacent nonporous materials, and which do not leave oily residues or otherwise have a detrimental effect on sealant adhesion or in-service performance.

C. Masking Tape: Provide nonstaining, nonabsorbent type compatible with joint sealants and to surfaces adjacent to joints.

D. Accessory Materials for Fire-Stopping Sealants: Provide forming, joint fillers, packing and other accessory materials required for installation of fire-stopping sealants as applicable to installation conditions indicated.

**PART 3 - EXECUTION**

**3.01 EXAMINATION:**

A. Examine joints indicated to receive joint sealers, with Installer present, for compliance with requirements for joint configuration, installation tolerances and other conditions affecting joint sealer performance. Do not proceed with installation of joint sealers until unsatisfactory conditions have been corrected.

**3.02 PREPARATION:**

A. Surface Cleaning of Joints: Clean out joints immediately before installing joint sealers to comply with recommendations of joint sealer manufacturers and the following requirements:

B. Remove all foreign material from joint substrates which could interfere with adhesion of joint sealer, including dust; paints, except for permanent, protective coatings tested and approved for sealant adhesion and compatibility by sealant manufacturer; old joint sealers; oil; grease; waterproofing; water repellents; water; surface dirt; and frost.

C. Clean concrete, masonry, unglazed surfaces of ceramic tile and similar porous joint substrate surfaces, by brushing, grinding, blast cleaning, mechanical abrading, or a combination of these methods to produce a clean, sound substrate capable of developing optimum bond with joint sealers. Remove loose particles remaining from above cleaning operations by vacuuming or blowing out joints with oil-free compressed air.

D. Remove laitance and form release agents from concrete.

E. Clean metal, glass, porcelain enamel, glazed surfaces of ceramic tile; and other nonporous surfaces by chemical cleaners or other means which are not harmful to substrates or leave residues capable of interfering with adhesion of joint sealers.

F. Joint Priming: Prime joint substrates where indicated or where recommended by joint sealer manufacturer based on preconstruction joint sealer-substrate tests or prior experience. Apply primer to comply with joint sealer manufacturer's recommendations. Confine primers to areas of joint sealer bond, do not allow spillage or migration onto adjoining surfaces.

G. Masking Tape: Use masking tape where required to prevent contact of sealant with adjoining surfaces which otherwise would be permanently stained or damaged by such contact or by cleaning methods required to remove sealant smears. Remove tape immediately after tooling without disturbing joint seal.

**3.03 INSTALLATION OF JOINT SEALERS:**

A. General: Comply with joint sealer manufacturers' printed installation instructions applicable to products and applications indicated, except where more stringent requirements apply.

B. Elastomeric Sealant Installation Standard: Comply with recommendations of ASTM C 962 for use of joint sealants as applicable to materials, applications and conditions indicated.

C. Latex Sealant Installation Standard: Comply with requirements of ASTM C 790 for use of latex sealants.

D. Installation of Foamed-In-Place Sealant: Install sealant, including forming, packing and other accessory materials to fill openings between unit masonry walls and steel roof deck assemblies. Comply with manufacturer's installation requirements and any requirements established by testing and inspecting agency.

E. Installation of Sealant Backings: Install sealant backings to comply with the following requirements:

F. Install joint fillers of type indicated to provide support of sealants during application and at position required to produce the cross-sectional shapes and depths of installed sealants relative to joint widths which allow optimum sealant movement capability.
   1. Do not leave gaps between ends of joint fillers.
   2. Do not stretch, twist, puncture, or tear joint fillers.
   3. Remove absorbent joint fillers which have become wet prior to sealant application and replace with dry material.

G. Install bond breaker tape between sealants and joint fillers, compression seals, or back of joints where adhesion of sealant to surfaces at back of joints would result in sealant failure.

H. Install compressible seals serving as sealant backings to comply with requirements indicated above for joint fillers.

I. Installation of Sealants: Install sealants by proven techniques that result in sealants directly contacting and fully wetting joint substrates, completely filling recesses provided for each joint configuration, and providing uniform, cross-sectional shapes and depths relative to joint widths which allow optimum sealant movement capability.

J. Tooling of Nonsag Sealants: Immediately after sealant application and prior to time skinning or curing begins, tool sealants to form smooth, uniform beads of configuration indicated, to eliminate air pockets, and to ensure contact and adhesion of sealant with sides of joint. Remove excess sealants from surfaces adjacent to joint. Do not use tooling agents which discolor sealants or adjacent surfaces or are not approved by sealant manufacturer.

K. Provide concave joint configuration per Figure 6A in ASTM C 962, unless otherwise indicated.

**3.04 CLEANING:**

A. Clean off excess sealants or sealant smears adjacent to joints as work progresses by methods and with cleaning materials approved by manufacturers of joint sealers and of products in which joints occur.

**3.05 PROTECTION:**

A. Protect joint sealers during and after curing period from contact with contaminating substances or from damage resulting from construction operations or other causes so that they are without

deterioration or damage at time of Substantial Completion. If, despite such protection, damage or deterioration occurs, cut out and remove damaged or deteriorated joint sealers immediately and reseal joints with new materials to produce joint sealer installations with repaired areas indistinguishable from original work.

**END OF SECTION 07900**

## SECTION 081113
## HOLLOW METAL DOORS AND FRAMES

### PART 1 GENERAL

### 1.01 SECTION INCLUDES

A. Non-fire-rated hollow metal doors and frames.

### 1.02 RELATED REQUIREMENTS

A. Section 087100 - Finish Hardware.

B. Section 099000 - Painting

### 1.03 REFERENCE STANDARDS

A. ANSI/SDI A250.8 - Specifications for Standard Steel Doors and Frames (SDI-100); 2014.

B. ANSI/SDI A250.10 - Test Procedure and Acceptance Criteria for Prime Painted Steel Surfaces for Steel Doors and Frames; 2011.

C. ASTM A653/A653M - Standard Specification for Steel Sheet, Zinc-Coated (Galvanized) or Zinc-Iron Alloy-Coated (Galvannealed) by the Hot-Dip Process; 2025a.

D. ASTM A1008/A1008M - Standard Specification for Steel, Sheet, Cold-Rolled, Carbon, Structural, High-Strength Low-Alloy, High-Strength Low-Alloy with Improved Formability, Solution Hardened, and Bake Hardenable; 2015.

E. ASTM A1011/A1011M - Standard Specification for Steel, Sheet and Strip, Hot-Rolled, Carbon, Structural, High-Strength Low-Alloy, High-Strength Low-Alloy with Improved Formability, and Ultra-High Strength; 2014.

F. BHMA A156.115 - American National Standard for Hardware Preparation in Steel Doors and Steel Frames; 2014.

G. NAAMM HMMA 840 - Guide Specifications for Installation and Storage of Hollow Metal Doors and Frames; 2007.

### 1.04 SUBMITTALS

A. See Section 013000 - Submittals for submittal procedures.

B. Product Data: Materials and details of design and construction, hardware locations, reinforcement type and locations, anchorage and fastening methods, and finishes.

C. Shop Drawings: Details of each opening, showing elevations, glazing, frame profiles, and identifying location of different finishes, if any.

D. Manufacturer's Certificate: Certification that products meet or exceed specified requirements.

E. Provide Florida Product Approval Number for door and frame assembly.

### 1.05 QUALITY ASSURANCE

A. Manufacturer Qualifications: Company specializing in manufacturing the products specified in this section with minimum three years documented experience.

B. Maintain at the project site a copy of all reference standards dealing with installation.

### 1.06 DELIVERY, STORAGE, AND HANDLING

A. Store in accordance with NAAMM HMMA 840.

B. Protect with resilient packaging; avoid humidity build-up under coverings; prevent corrosion.

### PART 2 PRODUCTS

### 2.01 MANUFACTURERS

A. Steel Frames and Doors:
   1. Assa Abloy Ceco, Curries, or Fleming: www.assaabloydss.com/#sle.
   2. Ceco Door Products: www.cecodoor.com.

3. Windsor Republic Doors: www.republicdoor.com.
4. Steelcraft: www.steelcraft.com.
5. Substitutions: See Section 016000 - Product Requirements.

**2.02 FRAMES**

A. Requirements for All Doors and Frames:
1. Steel used for fabrication of doors and frames shall comply with one or more of the following requirements; Galvannealed steel conforming to ASTM A653/A653M, cold-rolled steel conforming to ASTM A1008/A1008M, or hot-rolled pickled and oiled (HRPO) steel conforming to ASTM A1011/A1011M, Commercial Steel (CS) Type B for each.
2. Accessibility: Comply with ANSI/ICC A117.1.
3. Door Top Closures: Flush with top of faces and edges.
4. Door Edge Profile: Beveled on both edges.
5. Door Texture: Smooth faces.
6. Glazed Lights: Non-removable stops on non-secure side; sizes and configurations as indicated on drawings.
7. Hardware Preparation: In accordance with DHI A115 Series, with reinforcement welded in place, in addition to other requirements specified in door grade standard. Refer to door hardware schedule for exact hardware to be installed at each door.
8. Galvanizing for all doors and frames: All components hot-dipped zinc-iron alloy-coated (galvannealed), manufacturer's standard coating thickness.
9. Finish: Factory primed, for field finishing.

B. Combined Requirements: If a particular door and frame unit is indicated to comply with more than one type of requirement, comply with the specified requirements for each type; for instance, an exterior door that is also indicated as being sound-rated must comply with the requirements specified for exterior doors and for sound-rated doors; where two requirements conflict, comply with the most stringent.

**2.03 STEEL DOORS**

A. Exterior Doors :
1. Grade: ANSI A250.8 Level 3, physical performance Level A, Model 2, seamless.
2. Core: Polystyrene foam.
3. Weatherstripping: Separate, see Section 087100.

**2.04 STEEL FRAMES**

A. General:
1. Comply with the requirements of grade specified for corresponding door, except:
a. ANSI A250.8 Level 2 Doors: 16 gage frames.
b. ANSI A250.8 Level 3 Doors: 14 gage frames.

B. All Door Frames: Fully welded.
1. Galvanizing: All components hot-dipped zinc-iron alloy-coated (galvannealed) in accordance with ASTM A653/A653M, with manufacturer's standard coating thickness.
2. Weatherstripping: Separate, see Section 087100.

**2.05 FINISH MATERIALS**

A. Primer: Rust-inhibiting, complying with ANSI A250.10 , door manufacturer's standard.

B. Bituminous Coating: Asphalt emulsion or other high-build, water-resistant, resilient coating.

**PART 3 EXECUTION**

**3.01 EXAMINATION**

A. Verify existing conditions before starting work.

B. Verify that opening sizes and tolerances are acceptable.

C. Verify that finished walls are in plane to ensure proper door alignment.

### 3.02 PREPARATION

A. Coat inside of frames to be installed in masonry or to be grouted, with bituminous coating, prior to installation.

### 3.03 INSTALLATION

A. Install in accordance with the requirements of the specified door grade standard and NAAMM HMMA 840.

B. Coordinate frame anchor placement with wall construction.

C. Coordinate installation of hardware.

D. Touch up damaged factory finishes.

### 3.04 TOLERANCES

A. Clearances Between Door and Frame: As specified in ANSI A250.8.

B. Maximum Diagonal Distortion: 1/16 in measured with straight edge, corner to corner.

### 3.05 ADJUSTING

A. Adjust for smooth and balanced door movement.

**END OF SECTION**

**SECTION 083323**
**OVERHEAD COILING DOORS**

## PART 1 GENERAL

### 1.01 SECTION INCLUDES

A. Overhead coiling doors , operating hardware, non-fire-rated and exterior, manual operation.

### 1.02 REFERENCE STANDARDS

A. ASTM A36/A36M - Standard Specification for Carbon Structural Steel; 2014.

B. ASTM A123/A123M - Standard Specification for Zinc (Hot-Dip Galvanized) Coatings on Iron and Steel Products; 2015.

C. ASTM A653/A653M - Standard Specification for Steel Sheet, Zinc-Coated (Galvanized) or Zinc-Iron Alloy-Coated (Galvannealed) by the Hot-Dip Process; 2025a.

D. ASTM A666/A666M - Standard Specification for Annealed or Cold-Worked Austenitic Stainless Steel Sheet, Strip, Plate, and Flat Bar; 2024.

E. ASTM B221 - Standard Specification for Aluminum and Aluminum-Alloy Extruded Bars, Rods, Wire, Profiles, and Tubes; 2014.

F. ASTM B221M - Standard Specification for Aluminum and Aluminum-Alloy Extruded Bars, Rods, Wire, Profiles, and Tubes [Metric]; 2013.

G. NEMA EN 10250 - Enclosures for Electrical Equipment (1000 Volts Maximum); 2024.

H. NEMA ICS 2 - Industrial Control and Systems Controllers, Contactors and Overload Relays Rated 600 Volts; 2000 (R2005), with errata, 2008.

I. NEMA MG 00001 - Motors and Generators; 2024.

### 1.03 SUBMITTALS

A. See Section 013000 - Submittals, for submittal procedures.

B. Product Data: Provide general construction, component connections and details, electrical equipment , manual control stations.

C. Shop Drawings: Indicate pertinent dimensioning, anchorage methods, hardware locations, and installation details.

D. Provide Florida Product Approval.

E. Warranty: Submit manufacturer warranty and ensure that forms have been completed in Owner's name and registered with manufacturer.

F. Manufacturer's Instructions: Indicate installation sequence and procedures, adjustment and alignment procedures.

G. Maintenance Data: Indicate lubrication requirements and frequency and periodic adjustments required.

### 1.04 PERFORMANCE REQUIREMENTS

A. Provide doors certified to withstand a wind-load pressure determined in accordance with ASCE for a wind velocity of 137 MPH Basic Wind Speed (ULT); 106 MPH (ASD).

### 1.05 WARRANTY

A. Refer to applicable Division 1 specifications sections for any additional warranty requirements and for required warranty submittals at project closeout.

B. Correct defective Work within a five year period after Date of Substantial Completion.

## PART 2 PRODUCTS

### 2.01 MANUFACTURERS

### 2.02 COILING DOORS

A. Basis of Design: Cornell Iron Defender Series PSD361
   1. Alternate Manufacturers:
      a. Cookson
      b. Clopay
      c. Overhead Door

B. Exterior Coiling Doors: Stainless steel slat curtain.
   1. Single thickness slats.
   2. Finish: Factory painted, color as selected.
   3. Guides: Angles; galvanized steel.
   4. Hood Enclosure: Manufacturer's standard; primed steel.
   5. Electric operation. With manual hand chain lift override operation.
   6. Mounting: Surface mounted.

### 2.03 MATERIALS

A. Curtain Construction: Interlocking slats, insulated.
   1. Slat Ends: Alternate slats fitted with end locks to act as wearing surface in guides and to prevent lateral movement.
   2. Curtain Bottom: Fitted with angles to provide reinforcement and positive contact in closed position.
   3. Weatherstripping: Moisture and rot proof, resilient type, located at jamb edges, bottom of curtain, and where curtain enters hood enclosure of exterior doors.

B. Stainless Steel Slats: Minimum ____ gage steel conforming to ASTM A 666, Type 304, rollable temper.

C. Steel Guides: ASTM A 36/A 36M steel angles, size as required for wind loading, hot-dip galvanized per ASTM A 123/A 123M. Prime paint.

D. Hood Enclosure: Internally reinforced to maintain rigidity and shape.
   1. Prime paint.

E. Hardware:
   1. Latching: Inside mounted, adjustable keeper, spring activated latch bar with feature to keep in locked or retracted position.
   2. Latch Handle: Interior handle.

## PART 3 EXECUTION

### 3.01 EXAMINATION

A. Verify that opening sizes, tolerances and conditions are acceptable.

### 3.02 COORDINATION

A. Examine drawings to ensure adquate support will be present for product installation.

B. Notify Contractor of requirements for interior wall framing that will support coiling shutters and doors.

C. Contract Sum shall include costs associated with support for products covered by this specification section.

D. Contractor to coordinate with the Owner's access control vendor for future connection of the access control system to overhead door controllers and operators.

### 3.03 INSTALLATION

A. Install units in accordance with manufacturer's instructions.

B. Use anchorage devices to securely fasten assembly to wall construction and building framing without distortion or stress.

C. Securely and rigidly brace components suspended from structure. Secure guides to structural members only.

D. Fit and align assembly including hardware; level and plumb, to provide smooth operation.

E. Coordinate installation of sealants and backing materials at frame perimeter as specified in Section 079005.

F. Install weatherstripping, weatherstripping, and weatherstripping.

**3.04 TOLERANCES**

A. Maintain dimensional tolerances and alignment with adjacent work.

B. Maximum Variation From Plumb: 1/16 inch.

C. Maximum Variation From Level: 1/16 inch.

D. Longitudinal or Diagonal Warp: Plus or minus 1/8 inch per 10 ft straight edge.

**3.05 ADJUSTING**

A. Adjust operating assemblies for smooth and noiseless operation.

**3.06 CLEANING**

A. Clean installed components.

B. Remove labels and visible markings.

C. Touch-up damaged painted surfaces upon substantial completion.

**END OF SECTION**

**SECTION 087100**
**FINISH HARDWARE**

## PART I - GENERAL

### 1.01 WORK INCLUDED:

A. The work in this section shall include furnishing of all items of finish hardware as hereinafter specified or obviously necessary to complete the building, except those items that are specifically excluded from this section of the specification.

### 1.02 RELATED WORK SPECIFIED ELSEWHERE:

A. Hollow Metal Doors and Frames

### 1.03 DESCRIPTION OF WORK:

A. Furnish labor and material to complete hardware work indicated, as specified herein, or as may be required by actual conditions at building.

B. Include all necessary screws, bolts, expansion shields, other devices, if necessary, as required for proper hardware application. The hardware supplier shall assume all responsibility for correct quantities.

C. All hardware shall meet the requirements of Federal, State and Local codes having jurisdiction over this project, notwithstanding any real or apparent conflict herewith in these specifications.

D. Fire-Rated Openings:
   1. Provide hardware for fire-rated openings in compliance with ANSI/NFPA Pamphlet No. 80 and NFPA Standards No. 101. This requirement takes precedence over other requirements for such hardware. Provide only hardware that has been tested and listed by UL for the type and sizes of doors required, and complies with the requirements of the door and door frame labels.

E. Wind Resistance/Missile Impact-Florida Building Code
   1. Furnish finish hardware for all exterior doors that has been tested and certified by an engineer registered in the State of Florida in an approved testing lab as defined by the Test Protocols for High Velocity Hurricane Zones. Hollow metal doors and frames shall also share the same testing and approval criteria. On projects in 100 to 110 MPH zones hardware and door products are not required to be passed for the missile impact criteria of the test, yet must still be tested and approved for the static and cyclic loading as defined by positive and negative PSF factors shown in the drawings. Projects in zones rated in excess of 120 MPH or coastal areas designated as Wind Born Debris regions must also be furnished with products tested and certified for the missile impact criteria.

F. Fasteners:
   1. Hardware as furnished shall conform to published templates generally prepared for machine screw installation.
   2. Furnish each item complete with all screws required for installation. Insofar as practical, furnish concealed type fasteners for hardware units. Screws that are exposed shall be furnished with Phillips flat heads, finished to match adjacent hardware.
   3. Door closers and exit devices to be installed on mineral core wood fire doors shall be attached with closed head through bolts (sex bolts).

### 1.04 QUALITY ASSURANCE:

A. Material herein specified shall establish the standard for the material used and shall be considered the minimum quality acceptable.

### 1.05 SUBMITTALS:

A. The finish hardware supplier shall prepare and submit to the architect five (5) copies of a complete schedule identifying each door and each set number, following the numbering system and not creating any separate system himself. He shall submit the schedule for review, make corrections as directed and resubmit the corrected schedule for final approval. Approval of

schedule will not relieve Contractor of the responsibility for furnishing all necessary hardware, including the responsibility for furnishing correct quantities.

B. No manufacturing orders shall be placed until detailed schedule has been submitted to the architect and written approval received.

C. After hardware schedule has been approved, furnish templates required by manufacturing contractors for making proper provisions in their work for accurate fitting and finish hardware setting. Furnish templates in ample time to facilitate progress of work.

**1.06 DELIVERY, STORAGE, AND HANDLING:**

A. Wrap and protect finish hardware items for shipment. Deliver to manufacturing contractors hardware items required by them for their application; deliver balance of hardware to job; store in designated location. Each item shall be clearly marked with its intended location.

**1.07 WARRANTY:**

A. The materials furnished shall be warranted for one year after installation or longer as the individual manufacturer's warranty permits.

**PART 2 - PRODUCTS:**

**2.01 ACCEPTABLE MANUFACTURERS:**

A. To the greatest extent possible, obtain each kind of hardware from one manufacturer only.

B. If material manufactured by other than that specified or listed herewith as an equal, is to be bid upon, permission must be requested from the architect seven (7) days prior to bidding. If a substitution is allowed, it will be so noted by addendum.

C. All numbers and symbols used herein have been taken from the current catalogues of the following manufacturers.

| PRODUCTS | SPECIFIED MFR. | ACCEPTABLE SUBSTITUTE |
|---|---|---|
| Continuous Hinges | Ives | Hager |
| Electric Locks | Trilogy | None |
| Locksets, Latchsets, Privacy Sets, Cylinders, Keys, and Keying | Schlage Primus Everest | None |
| Exit Devices | Von Duprin | None |
| Door Closers | LCN | None |
| Kick Plates, Push/Pull | Ives | Rockwood |
| Wall/Floor Stops | Ives | Rockwood, Glynn-Johnson |
| Overhead Stops and Holders | Glynn-Johnson | Rixson |
| Thresholds, Drip Caps, Weatherstrip, Door Seals | National Guard | Pemko, Hager |
| Silencers | Ives | Rockwood, Glynn-Johnson |

**2.02 FINISH OF HARDWARE:**

A. The basic finish of hardware shall be satin chromium plated. Protection plates, door pulls, pull plates, wall bumpers, and other hardware as listed in the hardware schedule shall be US32D satin stainless steel. Door closers shall be sprayed aluminum lacquer or enamel to match.

**2.03 HINGES AND PIVOTS:**

A. Exterior continuous hinges shall be solid stainless steel.

**2.04 KEYING:**

A. All locks and cylinders shall be 6-pin Schlage Lock Company. All new bittings shall be issued by Schlage in order to maintain the integrity of the existing grand master key system.

B. All locks and cylinders to be construction master keyed in a manner that doesn not require the cylinders to be removed.

C. Provide three (3) each change keys per lock and six (6) each construciton master and master keys. Stamp "DO NOT DUPLICATE".

**2.05 LOCKSETS:**

A. Locksets shall be heavy-duty cylindrical type, unless specified otherwise, in ND series X RHO design as manufactured by Schlage Lock Company.

**2.06 DOOR CLOSERS:**

A. All closers shall be LCN 4040XP 4-1 series.

**2.07 TRIM AND PLATES:**

A. Kickplates, mop plates, and armor plates, shall be .050 gauge with US32D satin stainless steel finish. Kickplates to be eight (8) inches high, mop plates to be four (4) inches high, armor plates to be thirty-eight (38) inches high. Kick and armor plates shall be two (2) inches less full width of door. Mop plates shall be one (1) inch less full width of door.

B. Push plates, pull plates, door pulls, and miscellaneous door trim shall be shown in the hardware schedule.

**2.08 DOOR STOPS:**

A. Door stops shall be furnished for all doors to prevent damage to doors or hardware from striking adjacent walls or fixtures. Wall bumpers equal to Rockwood 409 or 411 series are preferred, but where not practical furnish floor stops equal to Rockwood 440/442 series. Where conditions prohibit the use of either wall or floor type door stops, furnish surface mounted overhead stops equal to Glynn Johnson 450 series.

**2.09 THRESHOLDS AND WEATHERSTRIP:**

A. Thresholds and weatherstrip shall be as listed in the hardware schedule.

**2.10 DOOR SILENCERS:**

A. Furnish rubber door silencers equal to Ives 20 for all new interior hollow metal frames, (2) per pair and (3) per single door frame.

**PART 3 - EXECUTION**

**3.01 INSTALLATION:**

A. All hardware shall be applied and installed in accordance with best trade practice. Care shall be exercised not to mar or damage adjacent work.

B. Provide secure lock-up for hardware delivered to the project but not yet installed. Control the handling and installation of hardware items, which are not immediately replaceable, so that the completion of the work will not be delayed by hardware losses both before and after installation.

**3.02 ADJUSTING AND CLEANING:**

A. Contractor shall adjust all hardware in strict compliance with manufacturer's instructions. Prior to turning project to owner, contractor shall clean and make any final adjustments to the finish hardware.

**3.03 PROTECTION:**

A. Contractor shall protect hardware as it is stored on construction site in a covered and dry place.

B. The contractor shall protect exposed hardware installed on doors during the construction phase.

**3.04 HARDWARE SCHEDULE BEGINS ON THE FOLLOWING PAGE.**

## Hardware Set 1

| | | |
|---|---|---|
| 1 SNG DR | 02 | Unisex Toilet 101 LHR |
| 1 SNG DR | 03 | Unisex Toilet 102 RHR |
| 1 SNG DR | 04 | Unisex Toilet 103 LHR |
| 1 SNG DR | 05 | Unisex Toilet 104 RHR |
| 4 SNG DR | Size: 30 x 70 x 1-3/4 | |

| | | | | | |
|---|---|---|---|---|---|
| 1.0 | EA. | IVE | Hinge | 700 Heavy Duty Full Mortise Pin | 630 |
| 1.0 | EA. | LCN | Closer | 4041-S-CUSH | 689 |
| 1.0 | EA. | TRIL | Keyless Door Lock | PDL3000 | 626 |
| 1.0 | EA. | IVE | Kick Plate | 8400 – 8”x 34” | 630 |
| 1.0 | EA. | NGP | Threshold | 896V-36” | AL |
| 1.0 | EA. | NGP | Seal | PF180 – 17’ | BV |

## Hardware Set 2

| | | |
|---|---|---|
| 1 SNG DR | 01 | Elect./I.T. 100 LHR |
| 1 SNG DR | 08 | Concessions 107 LHR |
| 2 SNG DR | Size: 30 x 70 x 1-3/4 | |

| | | | | | |
|---|---|---|---|---|---|
| 1.0 | EA. | IVE | Hinge | 700 Heavy Duty Full Mortise Pin | 630 |
| 1.0 | EA. | LCN | Closer | 4041-S-CUSH | 689 |
| 1.0 | EA. | SCH | Storeroom Lock | ND80PD – RHO | 626 |
| 1.0 | EA. | SCH | Primus Everest XP29 Core | 20-765-XP | 626 |
| 1.0 | EA. | AA | Electric Strike | HES 5000 | 626 |
| 1.0 | EA. | IVE | Kick Plate | 8400 – 8”x 34” | 630 |
| 1.0 | EA. | NGP | Threshold | 896V-36” | AL |
| 1.0 | EA. | NGP | Seal | PF180 – 17’ | BV |

## Hardware Set 3

| | | |
|---|---|---|
| 1 SNG DR | 06 | Plumbing Chase 105 RHR |
| 1 SNG DR | 07 | Soccer Storage 106 RHR |
| 2 SNG DR | Size: 30 x 70 x 1-3/4 | |

| | | | | | |
|---|---|---|---|---|---|
| 1.0 | EA. | IVE | Hinge | 700 Heavy Duty Full Mortise Pin | 630 |
| 1.0 | EA. | LCN | Closer | 4041-S-CUSH | 689 |
| 1.0 | EA. | SCH | Storeroom Lock | ND80PD – RHO | 626 |
| 1.0 | EA. | SCH | Primus Everest XP29 Core | 20-765-XP | 626 |
| 1.0 | EA. | IVE | Kick Plate | 8400 – 8”x 34” | 630 |
| 1.0 | EA. | NGP | Threshold | 896V-36” | AL |
| 1.0 | EA. | NGP | Seal | PF180 – 17’ | BV |

## SECTION 092116
## GYPSUM BOARD ASSEMBLIES

### PART 1 GENERAL

### 1.01 SECTION INCLUDES

A. Glass mat faced gypsum board for all ceilings.

### 1.02 REFERENCE STANDARDS

A. ASTM C1047 - Standard Specification for Accessories For Gypsum Wallboard and Gypsum Veneer Base; 2014a.

### 1.03 SUBMITTALS

A. See Section 01 0100 for submittal procedures.

B. Product Data: Provide data on glass mat faced gypsum board, accessories, and joint finishing system.

C. Product Data: Provide manufacturer's data on partition head to structure connectors, showing compliance with requirements.

### 1.04 QUALITY ASSURANCE

A. Applicator Qualifications: Company specializing in performing gypsum board application and finishing, with minimum 5 years of documented experience.

### PART 2 PRODUCTS

### 2.01 FIBERGLASS REINFORCED BOARD MATERIALS

A. Glass Mat Gypsum Board: Gypsum panels with moisture-resistant core and coated inorganic fiberglass mat back surface designed to resist growth of mold and mildew, per ASTM D 3273.
   1. Fiberglass Mat Surface Board: Comply with performance requirements of ASTM C 1396/C 1396M for water-resistant gypsum backing board; tapered long edges.
      a. Product: DensArmor Plus manufactured by Georgia Pacific.
      b. Standard Type: Thickness 5/8 inch.
      c. Locations: Install at interior side of all exterior walls, refer to drawings.

### PART 3 EXECUTION

### 3.01 EXAMINATION

A. Verify that project conditions are appropriate for work of this section to commence.

### 3.02 ACOUSTIC ACCESSORIES INSTALLATION

### 3.03 INSTALLATION OF TRIM AND ACCESSORIES

A. Control Joints: Place control joints consistent with lines of building spaces and as indicated.
   1. Not more than 30 feet apart on walls and ceilings over 50 feet long.

B. Corner Beads: Install at external corners, using longest practical lengths.

### 3.04 JOINT TREATMENT

A. Glass Mat Faced Gypsum Board: Use fiberglass joint tape, bedded and finished with chemical hardening type joint compound.

B. Finish gypsum board in scheduled areas in accordance with levels defined in ASTM C 840 and as scheduled below.

C. Tape, fill, and sand exposed joints, edges, and corners to produce smooth surface ready to receive finishes.
   1. Feather coats of joint compound so that camber is maximum 1/32 inch.
   2. Taping, filling and sanding is not required at base layer of double layer applications.

D. Where Level 5 finish is indicated, spray apply high build drywall surfacer over entire surface after joints have been properly treated; achieve a flat and tool mark-free finish.

E. Fill and finish joints and corners of cementitious backing board as recommended by manufacturer.

**3.05 TOLERANCES**

A. Maximum Variation of Finished Gypsum Board Surface from True Flatness: 1/8 inch in 10 feet in any direction.

**3.06 FINISH LEVEL SCHEDULE**

A. Level 5: Walls and ceilings scheduled to receive paint finish.

**END OF SECTION**

**SECTION 092400**
**CEMENT PLASTER**

## PART 1 GENERAL

### 1.01 WORK INCLUDED

A. Lath and plastering.

### 1.02 REFERENCES

A. American Concrete Institute ACI 524R: Guide to Portland Cement Plastering

B. Portland Cement Association: Portland Cement Plaster (Stucco) Manual

C. ASTM C 150: Standard Specification for Portland Cement

D. ASTM C 847: Standard Specification for Metal Lath

E. Standard Specification for Aggregate for Job Mixed Portland Cement Based Plasters

F. ASTM C 926: Standard Specification for Application of Portland Cement-Based Plaster

G. ASTM C 933: Standard Specification for Welded Wire Lath

H. ASTM C 1063: Standard Specification for Installation of Lathing and Furring to Receive Interior and Exterior Portland Cement-Based Plaster

I. ASTM C 1328: Standard Specification for Plastic (Stucco) Cement

J. ASTM D 226: Standard Specification for Asphalt Saturated Organic Felt Used in Roofing and Waterproofing

K. ASTM D 4261: Standard Practice for Surface Cleaning Concrete Masonry Units for Coating

L. ASTM D 1784: Standard Specification for Rigid Poly (Vinyl Chloride) (PVC) Compounds and Chlorinated Poly (Vinyl Chloride) (CPVC) Compounds

M. ICC-ES AC11: Cementitious Exterior Wall Coatings

### 1.03 SUBMITTALS

A. Product Data: Submit manufacturer's product data for cementitious materials, lath, metal support components, and accessories.

B. Material Certificates: Submit producer's certificate for each kind of plaster aggregate indicated evidencing that materials comply with requirements.

C. Finish sample indicating color and texture for approval by architect/owner.

### 1.04 QUALITY ASSURANCE

A. Qualifications:
   1. Manufacturer: Shall be Dryvit Systems, Inc. or approved suppliers. All materials shall be obtained from Dryvit Systems, Inc. or its authorized distributors.
   2. Plastering Contractor:
      a. Shall be knowledgeable in the proper installation of exterior lathing and cement plaster products.
      b. Shall have qualified and properly trained people to perform work.
      c. Shall have experience in application of cement plaster products on projects of comparable scope.

### 1.05 DELIVERY, STORAGE AND HANDLING

A. All Commercial Cement Plaster 1 materials shall be delivered to the job site in the original, unopened packages with labels intact. Questionable materials shall not be used.

B. Materials shall be stored at the job site, and at all times, in a cool, dry location, out of direct sunlight, protected from weather and other sources of damage. Minimum storage temperature shall be as follows:

1. DPR, PMR™, HDP™, Weatherlastic® and E™ Finishes, Color Prime™, Primus®, Genesis® and NCB™: 40 °F (4 °C).

C. For other products, refer to specific product data sheets.

D. Protect all products from weather and direct sunlight.

E. Maximum storage temperature shall not exceed 100 °F (38 °C). NOTE: Minimize exposure of materials to temperatures over 90 °F (32 °C). Finishes exposed to temperatures over 110 °F (43 °C) for even short periods may exhibit skinning, increased viscosity and should be inspected prior to use.

**1.06 PROJECT CONDITIONS**

A. Application of wet materials shall not take place during inclement weather unless appropriate protection is provided. Protect materials from inclement weather until they are dry.

B. Dryvit CCP Base shall not be applied when wall or ambient temperatures are below 40 °F (4 °C).

C. At the time of Dryvit product application, the air and wall surface temperatures shall be from 40 °F (4 °C) minimum to 100 °F (38 °C) maximum for the following products:
1. DPR, PMR, HDP, Weatherlastic and E Finishes™, Color Prime, Primus, Genesis and NCB.
2. For other products, refer to specific product data sheets.

D. These temperatures shall be maintained with adequate air ventilation and circulation for a minimum of 24 hours (48 hours for Weatherlastic Finishes, Ameristone, TerraNeo and Lymestone) thereafter, or until the products are completely dry. Refer to published product data sheets for more specific information.

E. CCP Base shall be completely dry and properly cured for a minimum of 7 days prior to primer application.

F. If necessary, tenting, heating and ventilation may be utilized to maintain required conditions. Heaters shall be vented to the outside.

G. Protect the Commercial Cement Plaster 1 materials from uneven and excessive evaporation in dry, warm, or windy weather. Always work the shady side of the wall. Refer to section 3.03.B and 3.03C for CCP Base curing requirements.

**1.07 SEQUENCING AND SCHEDULING**

A. Installation of the Commercial Cement Plaster 1 shall be coordinated with other construction trades.

**1.08 WARRANTY**

A. A. Dryvit Systems, Inc. shall provide a limited warranty against defective material upon written request. Dryvit shall make no other warranties, expressed or implied. Dryvit does not warrant workmanship. Full details are available from Dryvit Systems, Inc.

**1.09 MAINTENANCE**

A. All Dryvit products are designed to require minimal maintenance. However, as with all building products, depending on location, some cleaning and minimal maintenance may be required. See Dryvit publication DS152 on Cleaning and Recoating.

B. Sealants and flashings shall be inspected by the owner or their agent on a regular basis and repairs made as necessary to maintain a watertight building enclosure.

**PART II - PRODUCTS**

**2.01 MANUFACTURER:**

A. Basis of Design:
1. Dryvit Commercial Cement Plaster 1 (Tamoseal Option)
2. Other equivalent products may be considered subject to Architect's approval prior to bid.

## 2.02 MATERIALS

A. Air/Water Resistive Barrier:
   1. Euclid Tamoseal.

B. Accessories (by others).
   1. All accessories to be PVC as manufactured by AMICO or equal.
   2. Depth of accessories (grounds) shall be sized for the plaster thickness.
   3. PVC accessories shall meet ASTM D 1784 and ASTM C 1063.

C. Plaster Base Coat:
   1. Dryvit CCP Base - Concentrate: A fiberglass reinforced, cement plaster mix utilizing alkali resistant fibers and proprietary cementitious admixtures which is field mixed with clean, graded plaster sand meeting ASTM C 897, water and Dryvit AC-100 activator (when specified). CCP Base - Concentrate is packaged in 80 lb (36.3 kg) bags.

D. Primer:
   1. Dryvit Color Prime™, Color Prime-W or Primer with Sand™: A water-based, pigmented acrylic primer applied over the cured CCP base coat to improve adhesion and provide a more uniform appearance of the finish.

E. Dryvit Finish: 100% acrylic finishes with integral color and texture. Shall be the type, color and texture as selected by the architect/owner and shall be of the following types:
   1. Standard DPR (Dirt Pickup Resistance): Water-based, acrylic coating with integral color and texture and formulated with DPR chemistry (Provide samples of the following):
      a. Quarzputz® DPR: Open-texture
      b. Sandblast® DPR: Medium texture
      c. Freestyle® DPR: Fine texture
      d. Sandpebble® DPR: Pebble texture
      e. Sandpebble® Fine DPR: Fine pebble texture

# PART III – EXECUTION

## 3.01 EXAMINATION

A. Prior to installation of Commercial Cement Plaster1, it is the contractor's responsibility to ensure that:
   1. The surfaces to receive plaster are free of dust, loose particles, oil and other conditions that would affect the adhesion, installation or performance of Commercial Cement Plaster 1 materials.
   2. All accessories including corner aids, control and expansion joints, casing beads, etc. are properly fastened and positioned according to contract drawings and local building code requirements.
   3. Doors, windows, decks, and other openings and penetrations have been properly flashed in accordance with building code and contract documents.
   4. The substrate is flat within 1/4 in (6.4 mm) in 10 ft (3.0 m).
   5. The contractor shall notify the general contractor and/or owner and/or architect of all discrepancies. Do not proceed until unsatisfactory conditions are resolved.

## 3.02 PREPARATION

A. Protection
   1. The Commercial Cement Plaster 1 materials shall be protected by permanent or temporary means from weather and other damage prior to, during, and following application, until dry.
   2. Solid surfaces such as precast or cast-in-place concrete or masonry, shall have adequate suction and surface roughness to provide bond. Smooth or non-absorptive surfaces shall be prepared by the following methods:
   3. Sandblasting, wire brushing, acid etching, chipping or any combination thereof. Refer to ASTM D 4258, ASTM D 4259 ASTM D 4260, or ASTM D 4261 as applicable.
   4. Application of an approved bonding agent.

5. Where effective bond cannot be achieved, the entire surface shall be covered with furred metal lath in accordance with ASTM C 1063 and building code requirements.

**3.03 INSTALLATION**

A. Mixing and Application Instructions – refer to the product literature for specific mixing and application instructions of each product.

B. CCP Base shall be moist cured for a minimum of 48 hours following application.

C. CCP Base shall be completely dry and cured for a minimum of 7 days prior to application of primer and finish.

**3.04 FIELD QUALITY CONTROL**

A. The contractor shall be responsible for the proper application of the Commercial Cement Plaster 1 materials.

B. Dryvit assumes no responsibility for on-site inspections or application of its products

**3.05 PROTECTION**

A. The Commercial Cement Plaster 1 materials shall be protected from weather and other damage until permanent protection in the form of flashings, sealants, etc. are installed.

**END OF SECTION**

**SECTION 096750**
**FLUID APPLIED FLOORING**

## PART 1 - GENERAL

### 1.01 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.

### 1.02 SUMMARY

A. This Section includes fluid-applied flooring systems in areas scheduled, including required and / or necessary surface preparation, and application of primer, aggregate, and intermediate and finish system coats. Types of fluid-applied flooring systems include the following:
   1. Seamless epoxy broadcast flooring system 1/8” thick direct applied to concrete substrate.

### 1.03 SUBMITTALS

A. General: Submit the following according to Conditions of the Contract and Division 1 Specification Sections.
   1. Product data:
   2. Provide the manufacturer's technical information, including label analysis and instructions for handling, storing, and applying each material proposed for use.
   3. List each material and the specific finish system and application. Identify each material by the manufacturer's catalog number and general classification.
   4. Material Safety Data Sheets (MSDS) for each separate system component for which health and safety informational material is required by law or regulation to be published.
   5. Samples for initial finished surface color selection in the form of manufacturer's color charts.
   6. Samples for Verification Purposes: Provide samples of each color and material to be applied with texture to simulate actual conditions on representative samples of the actual substrate.
   7. Prepare a test patch at the job site for approval of texture and color to be used as the job standard.

### 1.04 QUALITY ASSURANCE

A. Applicator Qualifications: Engage an experienced applicator, who may be approved and certified by the manufacturer, and who has successfully completed at least five epoxy flooring system applications similar in material and extent to those indicated for the Project, in each of the preceding three years.

B. Single-Source Responsibility: Provide primers and compatible undercoat material and broadcast material either produced by, or recommended for use by, the same manufacturer as the finish coats for each type of coating.

### 1.05 DELIVERY, STORAGE, AND HANDLING

A. Deliver materials to the job site in the manufacturer's original, new, unopened packages, and containers bearing manufacturer's name and label.

B. Store materials in a dry, enclosed area protected from the elements, as recommended by the manufacturer. Ensure that ambient environmental conditions within the storage area can be kept within the manufacturer's range of temperature and humidity.

### 1.06 WARRANTY

A. Submit a one year warranty against defects in material and workmanship, upon substantial completion.

## PART 2 - PRODUCTS

### 2.01 MANUFACTURERS:

A. Subject to compliance with requirements, manufacturers offering epoxy flooring products/systems which may be incorporated into the Work include, but are not necessarily limited to, the following:
   1. Dur-O-Quartz, Dur-O-Flex, Inc.
   2. Eucopoxy Tufcoat DBS, Euclid Chemical Co.
   3. Quartzite 6000, Valspar Corp.
   4. Floroquartz System, Florock
   5. Plexiquartz System, Plexi-Chemie, Inc.
   6. Stratashield, Tnemec Company, Inc.

### 2.02 MINIMUM PHYSICAL PROPERTIES OF FLUID-APPLIED FLOORING FINISH

| PHYSICAL PROPERTY | TEST | RESULT |
|---|---|---|
| PENCIL HARDNESS | ASTM D-3363 | HB |
| BOND STRENGTH TO CONC. | ASTM D-4541 | 865 PSI |
| IMPACT RESISTANCE | ASTM D-2794 | 58 IN./LBS. |
| DRY HEAT RESISTANCE | ASTM D-2485 | 180 DEG. F |
| ABRASION RESISTANCE (CS17 WHEEL 1 KG. LOAD 1000 CYCLES) | ASTM D-4060 | 64.8 MG. LOSS |
| FLEXIBILITY (STEEL, 180 DEG. BEND, 1/8" MANDREL) | ASTM D-522 | PASSES |
| COEFFICIENT OF FRICTION (STANDARD SLIP-RESISTANCE) | ASTM C-1028 | .60 (PASSES WET AND DRY) |
| | | |

## PART 3 - EXECUTION

### 3.01 EXAMINATION AND TESTING

A. Examine substrates and conditions under which coatings will be applied for compliance with requirements on applying coatings. Surfaces to receive coatings must be thoroughly dry before coatings are applied.
   1. Do not proceed with coating application until unsatisfactory conditions have been corrected. Start of application will be construed as the Applicator's acceptance of surfaces within that particular area.

B. Test concrete slab and / or bedding substrate for moisture using ASTM F1869 “Standard Test Method for Measuring Moisture Vapor Emission Rate of Concrete Subfloor Using Anhydrous Calcium Chloride” or other approved means. Where test results indicate values not acceptable to finish flooring manufacturer, provide and install the following moisture vapor barrier system at no additional cost to the Owner:
   1. VAP 1 PH, Koester American Corp. or equal approved product.

C. Where vapor barrier system may be required, finish flooring manufacturer shall furnish certification indicating suitability of barrier system product as a substrate material, together with manufacturers' instructions and recommendations regarding preparation and installation.

## 3.02 PREPARATION

A. General: Surface preparation of concrete slab as substrate or of moisture barrier as substrate. shall be performed in strict accord with written specifications of manufacturer of applied coating system coming into direct contact with substrate.

B. Concrete Surface Preparation: Clean and prepare concrete surfaces to be coated according to the manufacturer's instructions for bare concrete floor slabs. Refer to SSPC-SP13/NACE 6. Minimum concrete substrate cure is 28 days at 75 deg. F.
   1. Create a surface profile with a steel blast machine and diamond grinders for edges.
   2. Rinse thoroughly to achieve a final pH between 6.0 and 10.0.
   3. Verify that surface is dry and perfectly clean, free of all oil, grease, detergent film, sealers and/or curing compounds, suitably profiled, and within acceptable pH range.

## 3.03 DETAILS

A. Thoroughly rout and vacuum moving cracks and joints, then fill with manufacturer's self-leveling filler.

B. Pre-patch non-moving surface deviations with patching compound comprised of 100% solids epoxy and aggregate.

C. Key in" all drains, edges and transition points according to manufacturers instructions.

D. Install integral cove base at perimeter wall, as shown and where scheduled.

## 3.04 FLUID-APPLIED FLOORING INSTALLATION

A. Adhere strictly to manufacturer's current written instructions and recommended spreading rates per coat.

B. Apply prime color coat of product and allow to cure.

C. Apply second color coat of product and apply aggregate before allowing to cure.

D. Broadcast application of non-skid aggregate to excess into wet color coat. Allow to cure.

E. Sweep up excess aggregate.

F. Repeat above application steps as required by manufacturer to attain recommended dry coat thickness for intended use of room areas being coated.

G. Apply final topcoat of epoxy.

## 3.05 CLEANING

A. Cleanup: At the end of each work day, remove rubbish, empty cans, rags, and other discarded materials from the site. After completing work, clean spattered surfaces. Do not scratch or damage adjacent finished surfaces.

## 3.06 PROTECTION

A. Protect work of other trades against damage from seamless flooring operation. Correct damage by cleaning, repairing, replacing, and recoating, as acceptable to the Architect. Leave in an undamaged condition.

B. At completion of other trade's construction activities, touch up and restore damaged or defaced flooring surfaces.

**END OF SECTION 096750**

**SECTION 099000**
**PAINTING**

## PART 1 - GENERAL

### 1.01 RELATED DOCUMENTS:

A. Drawings and general provisions of Contract, including General and Supplementary Conditions and Division-1 Specification sections, apply to work of this section.

### 1.02 DESCRIPTION OF WORK:

A. Extent of painting work is indicated on drawings and schedules, and as herein specified.

B. Work includes painting and finishing of interior and exterior exposed items and surfaces throughout project, except as otherwise indicated.

C. Surface preparation, priming and coats of paint specified are in addition to shop-priming and surface treatment specified under other sections of work.

D. Work includes field painting of exposed bare and covered pipes and ducts (including color coding), and of hangers, exposed steel and iron work, and primed metal surfaces of equipment installed under mechanical and electrical work, except as otherwise indicated.

E. "Paint" as used herein means all coating systems materials, including primers, emulsions, enamels, stains, sealers and fillers, and other applied materials whether used as prime, intermediate or finish coats.

F. Surfaces to be Painted: Except where natural finish of material is specifically noted as a surface not to be painted, paint exposed surfaces whether or not colors are designated in "schedules". Where items or surfaces are not specifically mentioned, paint the same as similar adjacent materials or areas. If color or finish is not designated, Architect will select these from standard colors or finishes available.

G. Following categories of work are not included as part of field-applied finish work.

H. Pre-Finished Items: Unless otherwise indicated, do not include painting when factory- finishing or installer-finishing is specified for such items as (but not limited to) metal toilet enclosures, prefinished partition systems, acoustic materials, architectural woodwork and casework, elevator entrance doors and frames, elevator equipment, and finish mechanical and electrical equipment, including light fixtures, switchgear and distribution cabinets.

I. Concealed Surfaces: Unless otherwise indicated, painting is not required on surfaces such as walls or ceilings in concealed areas and generally inaccessible areas, foundation spaces, furred areas, utility tunnels, pipe spaces, duct shafts and elevator shafts.

J. Finished Metal Surfaces: Unless otherwise indicated, metal surfaces of anodized aluminum, stainless steel, chromium plate, copper, bronze and similar finished materials will not require finish painting.

K. Operating Parts: Unless otherwise indicated, moving parts of operating units, mechanical and electrical parts, such as valve and damper operators, linkages, sinkages, sensing devices, motor and fan shafts will not require finish painting.

L. Following categories of work are included under other sections of these specifications.

M. Shop Priming: Unless otherwise specified, shop priming of ferrous metal items is included under various sections for structural steel, metal fabrications, hollow metal work and similar items.

N. Unless otherwise specified, shop priming of fabricated components such as architectural woodwork, wood casework and shop-fabricated or factory-built mechanical and electrical equipment or accessories is included under other sections of these specifications.

O. Do not paint over any code-required labels, such as Underwriters' Laboratories and Factory Mutual, or any equipment identification, performance rating, name, or nomenclature plates.

**1.03 QUALITY ASSURANCE:**

A. Single Source Responsibility: Provide primers and other undercoat paint produced by same manufacturer as finish coats. Use only thinners approved by paint manufacturer, and use only within recommended limits.

B. Coordination of Work: Review other sections of these specifications in which prime paints are to be provided to ensure compatibility of total coatings systems for various substrates. Upon request from other trades, furnish information or characteristics of finish materials provided for use, to ensure compatible prime coats are used.

**1.04 SUBMITTALS:**

A. Product Data: Submit manufacturer's technical information including paint label analysis and application instructions for each material proposed for use.

B. Samples: Prior to beginning work, Architect will furnish color chips for surfaces to be painted. Use representative colors when preparing samples for review. Submit samples for Architect's review of color and texture only. Provide a listing of material and application for each coat of each finish sample.

C. On 12" x 12" hardboard, provide two samples of each color and material, with texture to simulate actual conditions. Resubmit samples as requested by Architect until acceptable sheen, color, and texture is achieved.

D. On actual wood surfaces, provide two 4" x 8" samples of natural and stained wood finish. Label and identify each as to location and application.

E. On concrete masonry, provide two 4" square samples of masonry for each type of finish and color, defining filler, prime and finish coat.

**1.05 DELIVERY AND STORAGE:**

A. Deliver materials to job site in original, new and unopened packages and containers bearing manufacturer's name and label, and following information:

B. Name or title of material.Manufacturer's name.

C. Fed. Spec. number, if applicable.Thinning instructions.

D. Manufacturer's stock number Contents by volume, for major pigment

E. and date of manufacturer and vehicle constituents

F. Application instructions.Color name and number.

G. Store materials not in actual use in tightly covered containers. Maintain containers used in storage of paint in a clean condition, free of foreign materials and residue.

H. Protect from freezing where necessary. Keep storage area neat and orderly. Remove oily rags and waste daily. Take all precautions to ensure that workmen and work areas are adequately protected from fire hazards and health hazards resulting from handling, mixing and application of paints.

**1.06 JOB CONDITIONS:**

A. Apply water-base paints only when temperature of surfaces to be painted and surrounding air temperatures are between 50 degrees F (10 degrees C) and 90 degrees F (32 degrees C), unless otherwise permitted by paint manufacturer's printed instructions.

B. Apply solvent-thinned paints only when temperature of surfaces to be painted and surrounding air temperatures are between 45 degrees F (7 degrees C) and 95 degrees F (35 degrees C), unless otherwise permitted by paint manufacturer's printed instructions.

C. Do not apply paint in snow, rain, fog or mist, or when relative humidity exceeds 85%, or to damp or wet surfaces, unless otherwise permitted by paint manufacturer's printed instructions.

D. Painting may be continued during inclement weather if areas and surfaces to be painted are enclosed and heated within temperature limits specified by paint manufacturer during application and drying periods.

## PART 2 - PRODUCTS

### 2.01 ACCEPTABLE MANUFACTURERS:

A. Manufacturers:
   1. Sherwin Williams (basis of design)
   2. Coronado Paint Company/Benjamin Moore

### 2.02 MATERIALS:

A. Material Quality: Provide best quality grade of various types of coatings as regularly manufactured by acceptable paint materials manufacturers. Materials not displaying manufacturer's identification as a standard, best-grade product will not be acceptable.

B. Color Pigments: Pure, non-fading, applicable types to suit substrates and service indicated.

### 2.03 INTERIOR PAINT SYSTEMS (IPS):

A. IPS 1:Concrete and Concrete Block
   1. 1st coat:Sherwin Williams Loxon Primer
   2. 2nd coat:Sherwin Williams - K46W00151-Pro Industrial Precatalyzed Waterbased Semi-Gloss Epoxy.
   3. 3rd coat:Sherwin Williams - K46W00151-Pro Industrial Precatalyzed Waterbased Semi-Gloss Epoxy.

B. IPS 2:Glass Mat Gyp. Bd. Ceilings:
   1. 1st coat:Sherwin Williams - B28W08000-PVA Drywall Primer & Sealer
   2. 2nd coat:Sherwin Williams - K46W00151-Pro Industrial Precatalyzed Waterbased Semi-Gloss Epoxy
   3. 3rd coat:Sherwin Williams - K46W00151-Pro Industrial Precatalyzed Waterbased Semi-Gloss Epoxy

### 2.04 EXTERIOR PAINT SYSTEMS (EPS)

A. EPS 1:Metal Doors and Frames
   1. 1st coat:Sherwin Williams - B66W00011 - Pro Industrial DTM Primer/Finish
   2. 2nd coat:Sherwin Williams - B66W01151 - Pro Industrial DTM Acrylic Semi-Gloss
   3. 3rd coat:Sherwin Williams - B66W01151 - Pro Industrial DTM Acrylic Semi-Gloss

B. EPS 2:Cementitious Siding:
   1. 1st coat:Sherwin Williams - A82W00151 - A100 Exterior Latex Satin
   2. 2nd coat:Sherwin Williams - A82W00151 - A100 Exterior Latex Satin

## PART 3 - EXECUTION

### 3.01 INSPECTION:

A. Applicator must examine areas and conditions under which painting work is to be applied and notify Contractor in writing of conditions detrimental to proper and timely completion of work. Do not proceed with work until unsatisfactory conditions have been corrected in a manner acceptable to Applicator.

B. Starting of painting work will be construed as Applicator's acceptance of surfaces and conditions within any particular area.

C. Do not paint over dirt, rust, scale, grease, moisture, scuffed surfaces, or conditions otherwise detrimental to formation of a durable paint film.

### 3.02 SURFACE PREPARATION:

A. General: Perform preparation and cleaning procedures in accordance with paint manufacturer's instructions and as herein specified, for each particular substrate condition.

B. Provide barrier coats over incompatible primers or remove and reprime as required. Notify Architect in writing of any anticipated problems in using the specified coating systems with substrates primed by others.

C. Remove hardware, hardware accessories, machined surfaces, plates, lighting fixtures, and similar items in place and not to be finish-painted, or provide surface-applied protection prior to surface preparation and painting operations. Remove, if necessary, for complete painting of items and adjacent surfaces. Following completion of painting of each space or area, reinstall removed items.

D. Clean surfaces to be painted before applying paint or surface treatments. Remove oil and grease prior to mechanical cleaning.

E. Program cleaning and painting so that contaminants from cleaning process will not fall onto wet, newly-painted surfaces.

F. Cementitious Materials: Prepare cementitious surfaces of concrete, concrete block, cement plaster and cement-asbestos board to be painted by removing efflorescence, chalk, dust, dirt, grease, oils, and by roughening as required to remove glaze.

G. Determine alkalinity and moisture content of surfaces to be painted by performing appropriate tests. If surfaces are found to be sufficiently alkaline to cause blistering and burning of finish paint, correct this condition before application of paint. Do not paint over surfaces where moisture content exceeds that permitted in manufacturer's printed directions.

H. Clean concrete floor surfaces scheduled to be painted with a commercial solution of muriatic acid, or other etching cleaner. Flush floor with clean water to neutralize acid, and allow to dry before painting.

I. Wood: Clean wood surfaces to be painted of dirt, oil, or other foreign substances with scrapers, mineral spirits, and sandpaper, as required. Sandpaper smooth those finished surfaces exposed to view, and dust off. Scrape and clean small, dry, seasoned knots and apply a thin coat of white shellac or other recommended knot sealer, before application of priming coat. After priming, fill holes and imperfections in finish surfaces with putty or plastic wood-filler. Sandpaper smooth when dried.

J. Prime, stain, or seal wood required to be job-painted immediately upon delivery to job. Prime edges, ends, faces, undersides, and backsides of such wood, including cabinets, counters, cases, paneling.

K. When transparent finish is required, use spar varnish for backpriming.

L. Backprime paneling on interior partitions only where masonry, plaster, or other wet wall construction occurs on backside.

M. Seal tops, bottoms, and cut-outs of unprimed wood doors with a heavy cot of varnish or equivalent sealer immediately upon delivery to job.

N. Ferrous Metals: Clean ferrous surfaces, which are not galvanized or shop-coated, of oil, grease, dirt, loose mill scale and other foreign substances by solvent or mechanical cleaning.

O. Touch-up shop-applied prime coats wherever damaged or bare, where required by other sections of these specifications. Clean and touch-up with same type shop primer.

P. Galvanized Surfaces: Clean free of oil and surface contaminants with non-petroleum based solvent.

**3.03 MATERIALS PREPARATION:**

A. Mix and prepare painting materials in accordance with manufacturer's directions.

B. Maintain containers used in mixing and application of paint in a clean condition, free of foreign materials and residue.

C. Stir materials before application to produce a mixture of uniform density, and stir as required during application. Do not stir surface film into material. Remove film and, if necessary, strain material before using.

**3.04 APPLICATION:**

A. General: Apply paint in accordance with manufacturer's directions. Use applicators and techniques best suited for substrate and type of material being applied.

B. Paint colors, surface treatments, and finishes, are indicated in "schedules" of the contract documents.

C. Provide finish coats which are compatible with prime paints used.

D. Apply addition coats when undercoats, stains or other conditions show through final coat of paint, until paint film is of uniform finish, color and appearance. Give special attention to insure that surfaces, including edges, corners, crevices, welds, and exposed fasteners receive a dry film thickness equivalent to that of flat surfaces.

E. Paint surfaces behind movable equipment and furniture same as similar exposed surfaces. Paint surfaces behind permanently- fixed equipment or furniture with prime coat only before final installation of equipment.

F. Paint interior surfaces of ducts, where visible through registers or grilles, with a flat, non-specular black paint.

G. Paint back sides of access panels, and removable or hinged covers to match exposed surfaces.

H. Finish exterior doors on tops, bottoms and side edges same as exterior faces, unless otherwise indicated.

I. Sand lightly between each succeeding enamel or varnish coat.

J. Omit first coat (primer) on metal surfaces which have been shop-primed and touch-up painted, unless otherwise indicated.

K. Scheduling Painting: Apply first-coat material to surfaces that have been cleaned, pretreated or otherwise prepared for painting as soon as practicable after preparation and before subsequent surface deterioration.

L. Allow sufficient time between successive coatings to permit proper drying. Do not recoat until paint has dried to where it feels firm, does not deform or feel sticky under moderate thumb pressure, and application of another coat of paint does not cause lifting or loss of adhesion of the undercoat.

M. Minimum Coating Thickness: Apply materials at not less than manufacturer's recommended spreading rate, to establish a total dry film thickness as indicated or, if not indicated, as recommended by coating manufacturer.

N. Mechanical items to be painted include, but are not limited to, items which may be indicated on drawings or in Division 15 specifications section.

O. Electrical items to be painted include, but are not limited to, : items which may be indicated on drawings or in Division 16 specifications section text.the following:

P. Prime Coats: Apply prime coat of material which is required to be painted or finished, and which has not been prime coated by others.

Q. Recoat primed and sealed surfaces where there is evidence of suction spots or unsealed areas in first coat, to assure a finish coat with no burn-through or other defects due to insufficient sealing.

R. Stipple Enamel Finish: Roll and redistribute paint to an even and fine texture. Leave no evidence of rolling such as laps, irregularity in texture, skid marks, or other surface imperfections.

S. Pigmented (Opaque) Finishes: Completely cover to provide an opaque, smooth surface of uniform finish, color, appearance and coverage. Cloudiness, spotting, holidays, laps, brush marks, runs, sags, ropiness or other surface imperfections will not be acceptable.

T. Transparent (Clear) Finishes: Use multiple coats to produce glass-smooth surface film of even luster. Provide a finish free of laps, cloudiness, color irregularity, runs, brush marks, orange peel, nail holes, or other surface imperfections.

U. Provide satin finish for final coats, unless otherwise indicated.

V. Completed Work: Match approved samples for color, texture and coverage. Remove, refinish or repaint work not in compliance with specified requirements.

**3.05 CLEAN-UP AND PROTECTION:**

A. Clean-Up: During progress of work, remove from site discarded paint materials, rubbish, cans and rags at end of each work day.

B. Upon completion of painting work, clean window glass and other paint-spattered surfaces. Remove spattered paint by proper methods of washing and scraping, using care not to scratch or otherwise damage finished surfaces.

C. Protection: Protect work of other trades, whether to be painted or not, against damage by painting and finishing work. Correct any damage by cleaning, repairing or replacing, and repainting, as acceptable to Architect.

D. Provide "Wet Paint" signs as required to protect newly-painted finishes. Remove temporary protective wrappings provided by others for protection of their work, after completion of painting operations.

E. At completion of work of other trades, touch-up and restore all damaged or defaced painted surfaces.

**END OF SECTION 099000**

**SECTION 101400**
**PLASTIC SIGNS**

## PART 1 - GENERAL

### 1.01 RELATED DOCUMENTS:

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division-1 Specification sections, apply to the work of this section.

### 1.02 DESCRIPTION OF WORK:

A. Forms of specialty signs required include the following:
   1. Panel Signs (Plastic Room Identification Signs). Signs to be installed at every room.

### 1.03 QUALITY ASSURANCE:

A. Uniformity of Manufacturer: For each sign form and graphic image process indicated furnish products of a single manufacturer.

### 1.04 SUBMITTALS:

A. Shop Drawings: Submit shop drawings for fabrication and erection of specialty signs. Include plans, elevations, and large scale details of sign wording and lettering layout. Show anchorages and accessory items. Furnish location template drawings for items supported or anchored to permanent construction.

B. Furnish full-size spacing templates for individual building- mounted letters and numbers.

C. Product Data: Submit manufacturer's technical data and installation instructions for each type of sign required.

D. Samples: Submit samples of each sign form and material showing finishes, colors, surface textures and qualities of manufacturer and design of each sign component including graphics.

## PART 2 - PRODUCTS

### 2.01 MANUFACTURERS:

A. Acceptable Manufacturers: Subject to compliance with requirements, manufacturers offering products which may be incorporated into the Work include, but are not necessarily limited to, the following:
   1. Manufacturers of Panel Signs (Plastic Room Identification Signs):
      a. Andco Industries Corp.
      b. Best Manufacturing Co.
      c. U.S. Identity Group, LLC
      d. Multi-graphics
      e. Inner-Graphic Systems

### 2.02 PANEL SIGNS (PLASTIC ROOM IDENTIFICATION SIGNS):

A. Plastic Room Identification Signs shall be 8" x 8" or as otherwise indicated, with minimum 3/4" high letters and numbers (see details of specific sign types at end of this section)., with 1/32" thick raised letters, and Braille tag each (Grade 2). Sign thickness shall be 3/16". Mounting shall be SAM (Silastic Adhesive Mount). Colors to be selected. Where signs are scheduled to be mounted on glass panels, provide adhesive film on inside of glass surface of same size of sign, to cover mounting. Color same as sign.

B. Handicapped Access Signage shall be square corner, level edge, full center format featuring International Symbol for handicapped access.

## PART 3 - EXECUTION

### 3.01 INSTALLATION:

A. General: Locate sign units and accessories where shown or scheduled, using mounting methods of the type described and in compliance with the manufacturer's instructions.

B. Install sign units level, plumb and at the height indicated, with sign surfaces free from distortion or other defects in appearance.

C. Metal Numbers: Mount letters and numbers using standard fastening methods recommended by the manufacturer for the letter form, type of mounting, wall construction and condition of exposure indicated. Provide heavy paper template to establish letter spacing and to locate holes for fasteners.

D. Projected Mounting: Mount letters at 1/2" from the wall surface indicated.

E. Panel Signs (Plastic Room Identification Signs):
   1. Attach plastic panel signs to wall, door and door frame surfaces using Mohawk SAM mounting system or equal. Use double-sided vinyl tape to hold sign in place until adhesive has been fully cured.

**3.02 CLEANING AND PROTECTION:**

A. At completion of the installation, clean soiled sign surfaces in accordance with the manufacturer's instructions. Protect units from damage until acceptance by the Owner.

**3.03 NOTES:**

A. Install the following sign on outside face of all Mechanical and Electrical Room doors, using 3/4" high letters (all caps):
   1. STORAGE NOT PERMITTED

B. Provide “FIRE ALARM PULL STATION AND FIRE EXTINGUISHER INSIDE” signs where indicated on the drawings, Architectural and Electrical, or if not so indicated, where required by applicable Code. Arrange sign on 8" x 8" plaque using appropriate size lettering. Color to be selected.

**END OF SECTION**

**SECTION 102800**
**TOILET ACCESSORIES**

## PART 1 GENERAL

### 1.01 SECTION INCLUDES

A. Accessories for toilet rooms.

B. Grab bars.

### 1.02 REFERENCES

A. ASTM A 123/A 123M - Standard Specification for Zinc (Hot-Dip Galvanized) Coatings on Iron and Steel Products; 2002.

B. ASTM A 269 - Standard Specification for Seamless and Welded Austenitic Stainless Steel Tubing for General Service; 2004.

C. ASTM A 666 - Standard Specification for Annealed or Cold-Worked Austenitic Stainless Steel Sheet, Strip, Plate, and Flat Bar; 2003.

D. ASTM C 1036 - Standard Specification for Flat Glass; 2001.

E. GSA CID A-A-3002 - Mirrors, Glass; U.S. General Services Administration; 1996.

### 1.03 SUBMITTALS

A. See Section 013000 - Submittals, for submittal procedures.

B. Product Data: Provide data on accessories describing size, finish, details of function, attachment methods.

C. Manufacturer's Installation Instructions: Indicate special procedures and conditions requiring special attention.

### 1.04 COORDINATION

A. Coordinate the work with the placement of internal wall reinforcement and reinforcement of toilet partitions to receive anchor attachments.

## PART 2 PRODUCTS

### 2.01 MANUFACTURERS

A. Products listed are made by Bobrick, unless noted otherwise.

B. Other Acceptable Manufacturers, subject to compliance with the Contract Documents:
   1. American Specialties, Inc: www.americanspecialties.com.
   2. Bradley Corporation: www.bradleycorp.com.
   3. Substitutions: Section 016000 - Product Requirements.

C. All items of each type to be made by the same manufacturer.

### 2.02 MATERIALS

A. Accessories - General: Shop assembled, free of dents and scratches and packaged complete with anchors and fittings, steel anchor plates, adapters, and anchor components for installation.
   1. Grind welded joints smooth.
   2. Fabricate units made of metal sheet of seamless sheets, with flat surfaces.

B. Keys: Provide 20 keys for each accessory to Port Orange ; master key all lockable accessories.

C. Stainless Steel Sheet: ASTM A 666, Type 304.

D. Stainless Steel Tubing: ASTM A 269, Type 304 or 316.

E. Mirror Glass: Float glass, ASTM C 1036 Type I, Class 1, Quality Q2, with silvering, copper coating, and suitable protective organic coating to copper backing in accordance with GSA CID A-A-3002.

F. Fasteners, Screws, and Bolts: Hot dip galvanized, tamper-proof , security type.

G. Expansion Shields: Fiber, lead, or rubber as recommended by accessory manufacturer for component and substrate.

**2.03 FINISHES**

A. Stainless Steel: No. 4 satin brushed finish, unless otherwise noted.

B. Galvanizing for Items Other than Sheet: Comply with ASTM A 123/A 123M; galvanize ferrous metal and fastening devices.

**2.04 TOILET ROOM ACCESSORIES**

A. See drawing A2.1 for drawings & schedule showing locations and quantities of toilet accessories.

**PART 3 EXECUTION**

**3.01 EXAMINATION**

A. Verify existing conditions before starting work.

B. Verify exact location of accessories for installation.

C. Verify that field measurements are as indicated on drawings.

D. See Section 061000 - Rough Carpentry for installation of blocking in walls.

**3.02 PREPARATION**

A. When applicable, deliver inserts and rough-in frames to site for timely installation.

B. Provide templates and rough-in measurements as required.

**3.03 INSTALLATION**

A. Install accessories in accordance with manufacturers' instructions.

B. Install plumb and level, securely and rigidly anchored to substrate.

C. Mounting Heights and Locations: As required by accessibility regulations and as indicated on drawings.

**END OF SECTION**

## SECTION 104400
## LIFE SAFETY EQUIPMENT AND ACCESSORIES

### PART 1 GENERAL

### 1.01 SECTION INCLUDES

A. Fire extinguishers to be installed as directed by Fire Marshall.

### 1.02 REFERENCE STANDARDS

A. NFPA 10 - Standard for Portable Fire Extinguishers; 2013.

B. UL (DIR) - Online Certifications Directory; current listings at database.ul.com.

### 1.03 PERFORMANCE REQUIREMENTS

A. Conform to NFPA 10.

B. Provide extinguishers classified and labeled by Underwriters Laboratories Inc. for the purpose specified and indicated.

### 1.04 SUBMITTALS

A. See Section 013000 - Submittals, for submittal procedures.

B. Product Data: Provide extinguisher operational features, color and finish, and anchorage details.

C. Manufacturer's Certificate: Certify that products meet or exceed specified requirements.

D. Maintenance Data: Include test, refill or recharge schedules and re-certification requirements.

### PART 2 PRODUCTS

### 2.01 FIRE EXTINGUISHERS

A. Fire Extinguishers - General: Comply with product requirements of NFPA 10 and applicable codes, whichever is more stringent.

B. Dry Chemical: Stainless steel tank, with pressure gage.
   1. Class 4A:60B:C.
   2. Size 10.
   3. Finish: Baked enamel, red color.

### 2.02 ACCESSORIES

A. Extinguisher Brackets: Formed steel, chrome-plated, with latching steel strap.

### PART 3 EXECUTION

### 3.01 EXAMINATION

A. Verify existing conditions before starting work.

### 3.02 INSTALLATION

A. Install all specified products in accordance with manufacturer's instructions.

B. Secure all specified products rigidly in place.

C. Place extinguishers on wall brackets, as directed.

### 3.03 CLEANING AND PROTECTION

A. Clean all specified products after installation and prior to Substantial Completion and Owner occupancy.

B. Protect all installed products from damage by subsequent construction activities.

**END OF SECTION**

**SECTION 31 10 00**
**SITE CLEARING**

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

B. All material and construction shall comply with all applicable FDOT and OSHA requirements and standards (latest editions).

C. Refer to Geotechnical Report for additional information and requirements for site clearing, fill, pavement, underdrain and other geotechnical components.

D. Contractor required to submit an NOI to DEP and comply with all erosion control best management practices and inspection reporting requirements.

1.2 SUMMARY

A. Section Includes:

1. Protecting existing vegetation to remain.
2. Removing existing vegetation.
3. Clearing and grubbing.
4. Stripping and stockpiling topsoil.
5. Stripping and stockpiling rock.
6. Removing above- and below-grade site improvements.
7. Disconnecting, capping or sealing, and removing site.
8. Temporary erosion and sedimentation control.

B. Related Requirements:

1. Section 01 50 00 "Temporary Facilities and Controls" for temporary erosion- and sedimentation-control measures.

C. Related Requirements:

1. Section 01500 "Temporary Facilities and Controls" for temporary erosion- and sedimentation-control measures.

1.3 DEFINITIONS

A. Subsoil: Soil beneath the level of subgrade; soil beneath the topsoil layers of a naturally occurring soil profile, typified by less than 1 percent organic matter and few soil organisms.

B. Surface Soil: Soil that is present at the top layer of the existing soil profile. In undisturbed areas, surface soil is typically called "topsoil," but in disturbed areas such as urban environments, the surface soil can be subsoil.

C. Topsoil: Top layer of the soil profile consisting of existing native surface topsoil or existing in-place surface soil; the zone where plant roots grow.

D. Topsoil: Top layer of the soil profile consisting of existing native surface topsoil or existing in-place surface soil; the zone where plant roots grow. Its appearance is generally friable, pervious, and black or a darker shade of brown, gray, or red than underlying subsoil; reasonably free of subsoil, clay lumps, gravel, and other objects larger than 2 inches in diameter; and free of weeds, roots, toxic materials, or other nonsoil materials.

E. Plant-Protection Zone: Area surrounding individual trees, groups of trees, shrubs, or other vegetation to be protected during construction and indicated on Drawings.

F. Tree-Protection Zone: Area surrounding individual trees or groups of trees to be protected during construction and indicated on Drawings.

G. Vegetation: Trees, shrubs, groundcovers, grass, and other plants.

## 1.4 PREINSTALLATION MEETINGS

A. Preinstallation Conference: Conduct conference at Project site.

## 1.5 MATERIAL OWNERSHIP

A. Except for materials indicated to be stockpiled or otherwise remain Owner's property, cleared materials shall become Contractor's property and shall be removed from Project site.

## 1.6 INFORMATIONAL SUBMITTALS

A. Existing Conditions: Documentation of existing trees and plantings, adjoining construction, and site improvements that establishes preconstruction conditions that might be misconstrued as damage caused by site clearing.

1. Use sufficiently detailed photographs or video recordings.
2. Include plans and notations to indicate specific wounds and damage conditions of each tree or other plant designated to remain.

B. Topsoil stripping and stockpiling program.

C. Rock stockpiling program.

D. Record Drawings: Identifying and accurately showing locations of capped utilities and other subsurface structural, electrical, and mechanical conditions.

E. Burning: Documentation of compliance with burning requirements and permitting of authorities having jurisdiction. Identify location(s) and conditions under which burning will be performed.

## 1.7 QUALITY ASSURANCE

A. Topsoil Stripping and Stockpiling Program: Prepare a written program to systematically demonstrate the ability of personnel to properly follow procedures and handle materials and

equipment during the Work. Include dimensioned diagrams for placement and protection of stockpiles.

B. Rock Stockpiling Program: Prepare a written program to systematically demonstrate the ability of personnel to properly follow procedures and handle materials and equipment during the Work. Include dimensioned diagrams for placement and protection of stockpiles.

1.8 FIELD CONDITIONS

A. Traffic: Minimize interference with adjoining roads, streets, walks, and other adjacent occupied or used facilities during site-clearing operations.

1. Do not close or obstruct streets, walks, or other adjacent occupied or used facilities without permission from Owner and authorities having jurisdiction.
2. Provide alternate routes around closed or obstructed trafficways if required by Owner or authorities having jurisdiction.

B. Improvements on Adjoining Property: Authority for performing site clearing indicated on property adjoining Owner's property will be obtained by Owner before award of Contract.

1. Do not proceed with work on adjoining property until directed by Architect.

C. Salvageable Improvements: Carefully remove items indicated to be salvaged and store on Owner's premises where indicated by owner.

D. Utility Locator Service: Notify utility locator service for area where Project is located before site clearing.

E. Do not commence site clearing operations until temporary erosion- and sedimentation-control and plant-protection measures are in place.

F. Tree- and Plant-Protection Zones: Protect according to requirements in Tree Protection Plan

G. Soil Stripping, Handling, and Stockpiling: Perform only when the soil is dry or slightly moist.

PART 2 - PRODUCTS

2.1 MATERIALS

A. Satisfactory Soil Material: Requirements for satisfactory soil material are specified in Section 31 20 00 "Earth Moving."

1. Obtain approved borrow soil material off-site when satisfactory soil material is not available on-site.

PART 3 - EXECUTION

3.1 PREPARATION

A. Protect and maintain benchmarks and survey control points from disturbance during construction.

B. Verify that trees, shrubs, and other vegetation to remain or to be relocated have been flagged and that protection zones have been identified and enclosed according to requirements in the Tree Protection Plan

C. Protect existing site improvements to remain from damage during construction.

1. Restore damaged improvements to their original condition, as acceptable to Owner.

3.2 TEMPORARY EROSION AND SEDIMENTATION CONTROL

A. Provide temporary erosion- and sedimentation-control measures to prevent soil erosion and discharge of soil-bearing water runoff or airborne dust to adjacent properties and walkways, according to erosion- and sedimentation-control Drawings and requirements of authorities having jurisdiction.

B. Verify that flows of water redirected from construction areas or generated by construction activity do not enter or cross protection zones.

C. Inspect, maintain, and repair erosion- and sedimentation-control measures during construction until permanent vegetation has been established.

D. Remove erosion and sedimentation controls, and restore and stabilize areas disturbed during removal.

3.3 TREE AND PLANT PROTECTION

A. Protect trees and plants remaining on-site according to requirements in the Tree Protection Plan

B. Repair or replace trees, shrubs, and other vegetation indicated to remain or be relocated that are damaged by construction operations according to requirements in the Tree Protection Plan

3.4 EXISTING UTILITIES

A. Owner will arrange for disconnecting and sealing indicated utilities that serve existing structures before site clearing, when requested by Contractor.

1. Verify that utilities have been disconnected and capped before proceeding with site clearing.

B. Locate, identify, disconnect, and seal or cap utilities indicated to be removed or abandoned in place.

1. Arrange with utility companies to shut off indicated utilities.
2. Owner will arrange to shut off indicated utilities when requested by Contractor.

C. Locate, identify, and disconnect utilities indicated to be abandoned in place.

D. Interrupting Existing Utilities: Do not interrupt utilities serving facilities occupied by Owner or others, unless permitted under the following conditions and then only after arranging to provide temporary utility services according to requirements indicated:

1. Notify Owner not less than two days in advance of proposed utility interruptions.
2. Do not proceed with utility interruptions without Architect's written permission.

E. Excavate for and remove underground utilities indicated to be removed.

F. Removal of underground utilities is included in earthwork sections; in applicable fire suppression, plumbing, HVAC, electrical, communications, electronic safety and security, and utilities sections; and in Section 02 41 19 "Selective Demolition."

G. The contractor is responsible for the confirmation and protection of all existing utilities including Security Conduits. FPL feeder to control tower and main security lines may not be altered by the General Contractor without field verification and coordination with the owner. Contractor may not perform work within 5 feet of these lines without owner’s representation present.

## 3.5 CLEARING AND GRUBBING

A. Remove obstructions, trees, shrubs, and other vegetation to permit installation of new construction.

1. Do not remove trees, shrubs, and other vegetation indicated to remain or to be relocated.
2. Grind down stumps and remove roots larger than 2 inches in diameter, obstructions, and debris to a depth of 12 inches below exposed subgrade.
3. Use only hand methods or air spade for grubbing within protection zones.
4. Chip removed tree branches and dispose of off-site.

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

1. Place fill material in horizontal layers not exceeding a loose depth of 8 inches, and compact each layer to a density equal to adjacent original ground.

## 3.6 TOPSOIL STRIPPING

A. Remove sod and grass before stripping topsoil.

B. Strip topsoil to depth of 6 inches in a manner to prevent intermingling with underlying subsoil or other waste materials.

1. Remove subsoil and nonsoil materials from topsoil, including clay lumps, gravel, and other objects larger than 2 inches in diameter; trash, debris, weeds, roots, and other waste materials.

C. Stockpile topsoil away from edge of excavations without intermixing with subsoil or other materials. Grade and shape stockpiles to drain surface water. Cover to prevent windblown dust and erosion by water.

1. Limit height of topsoil stockpiles to 72 inches.
2. Do not stockpile topsoil within protection zones.
3. Dispose of surplus topsoil. Surplus topsoil is that which exceeds quantity indicated to be stockpiled or reused.
4. Stockpile surplus topsoil to allow for respreading deeper topsoil.

## 3.7 STOCKPILING ROCK

A. Remove from construction area naturally formed rocks that measure more than 1 foot across in least dimension. Do not include excavated or crushed rock.

1. Separate or wash off non-rock materials from rocks, including soil, clay lumps, gravel, and other objects larger than 2 inches in diameter; trash, debris, weeds, roots, and other waste materials.

B. Stockpile rock away from edge of excavations without intermixing with other materials. Cover to prevent windblown debris from accumulating among rocks.

1. Limit height of rock stockpiles to 36 inches.
2. Do not stockpile rock within protection zones.
3. Dispose of surplus rock. Surplus rock is that which exceeds quantity indicated to be stockpiled or reused.
4. Stockpile surplus rock to allow later use by the Owner.

## 3.8 SITE IMPROVEMENTS

A. Remove existing above- and below-grade improvements as indicated and necessary to facilitate new construction.

B. Remove slabs, paving, curbs, gutters, and aggregate base as indicated.

1. Unless existing full-depth joints coincide with line of demolition, neatly saw-cut along line of existing pavement to remain before removing adjacent existing pavement. Saw-cut faces vertically.
2. Paint cut ends of steel reinforcement in concrete to remain with two coats of antirust coating, following coating manufacturer's written instructions. Keep paint off surfaces that will remain exposed.

## 3.9 DISPOSAL OF SURPLUS AND WASTE MATERIALS

A. Remove surplus soil material, unsuitable topsoil, obstructions, demolished materials, and waste materials including trash and debris, and legally dispose of them off Owner's property.

B. Burning tree, shrub, and other vegetation waste is permitted according to burning requirements and permitting of authorities having jurisdiction. Control such burning to produce the least smoke or air pollutants and minimum annoyance to surrounding properties. Burning of other waste and debris is prohibited.

C. Separate recyclable materials produced during site clearing from other nonrecyclable materials. Store or stockpile without intermixing with other materials, and transport them to recycling facilities. Do not interfere with other Project work.

END OF SECTION 31 10 00

**SECTION 31 20 00**
**EARTH MOVING**

PART 1 – GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

B. All material and construction shall comply with all applicable FDOT and OSHA requirements and standards (latest editions).

C. Refer to Geotechnical Report for additional information and requirements for site clearing, fill, pavement, underdrain and other geotechnical components.

D. Coordination with architectural information for additional building pad requirements.

1.2 SUMMARY

A. Section Includes:

1. Excavating and filling for rough grading the Site.
2. Preparing subgrades for slabs-on-grade, walks, pavements, turf and grasses, and plants.
3. Excavating and backfilling for buildings and structures.
4. Drainage course for concrete slabs-on-grade.
5. Subbase course for concrete walks and pavements.
6. Subbase course and base course for asphalt paving.
7. Subsurface drainage backfill for walls and trenches.
8. Excavating and backfilling trenches for utilities and pits for buried utility structures.
9. Excavating well hole to accommodate elevator-cylinder assembly.

B. Related Requirements:

1. Section 01 32 00 "Construction Progress Documentation" for recording preexcavation and earth-moving progress.
2. Section 03 30 00 "Cast-in-Place Concrete" for granular course if placed over vapor retarder and beneath the slab-on-grade.
3. Section 31 10 00 "Site Clearing" for site stripping, grubbing, stripping [and stockpiling] topsoil, and removal of above- and below-grade improvements and utilities.
4. Section 31 23 19 "Dewatering" for lowering and disposing of ground water during construction.
5. Section 31 50 00 "Excavation Support and Protection" for shoring, bracing, and sheet piling of excavations.
6. Section 32 92 00 "Turf and Grasses" for finish grading in turf and grass areas, including preparing and placing planting soil for turf areas.
7. Section 32 93 00 "Plants" for finish grading in planting areas and tree and shrub pit excavation and planting.

1.3 UNIT PRICES

A. Work of this Section is affected by unit prices for earth moving specified in Section 01 22 00 "Unit Prices."

B. Quantity allowances for earth moving are included in Section 01 21 00 "Allowances."

C. Rock Measurement: Volume of rock actually removed, measured in original position, but not to exceed the following. Unit prices for rock excavation include replacement with approved materials.

1. 24 inches outside of concrete forms other than at footings.
2. 12 inches outside of concrete forms at footings.
3. 6 inches outside of minimum required dimensions of concrete cast against grade.
4. Outside dimensions of concrete walls indicated to be cast against rock without forms or exterior waterproofing treatments.
5. 6 inches beneath bottom of concrete slabs-on-grade.
6. 6 inches beneath pipe in trenches, and the greater of 24 inches wider than pipe or 42 inches wide.

1.4 DEFINITIONS

A. Backfill: Soil material or controlled low-strength material used to fill an excavation.

1. Initial Backfill: Backfill placed beside and over pipe in a trench, including haunches to support sides of pipe.
2. Final Backfill: Backfill placed over initial backfill to fill a trench.

B. Base Course: Aggregate layer placed between the subbase course and hot-mix asphalt paving.

C. Bedding Course: Aggregate layer placed over the excavated subgrade in a trench before laying pipe.

D. Borrow Soil: Satisfactory soil imported from off-site for use as fill or backfill.

E. Drainage Course: Aggregate layer supporting the slab-on-grade that also minimizes upward capillary flow of pore water.

F. Excavation: Removal of material encountered above subgrade elevations and to lines and dimensions indicated.

1. Authorized Additional Excavation: Excavation below subgrade elevations or beyond indicated lines and dimensions as directed by Architect. Authorized additional excavation and replacement material will be paid for according to Contract provisions for unit prices.
2. Bulk Excavation: Excavation more than 10 feet in width and more than 30 feet in length.
3. Unauthorized Excavation: Excavation below subgrade elevations or beyond indicated lines and dimensions without direction by Architect. Unauthorized excavation, as well as remedial work directed by Architect, shall be without additional compensation.

G. Fill: Soil materials used to raise existing grades.

H. Rock: Rock material in beds, ledges, unstratified masses, conglomerate deposits, and boulders of rock material that exceed 1 cu. yd. for bulk excavation or 3/4 cu. yd. for footing, trench, and pit excavation that cannot be removed by rock-excavating equipment equivalent to the following

in size and performance ratings, without systematic drilling, ram hammering, ripping, or blasting, when permitted:

1. Equipment for Footing, Trench, and Pit Excavation: Late-model, track-mounted hydraulic excavator; equipped with a 42-inch maximum-width, short-tip-radius rock bucket; rated at not less than 138-hp flywheel power with bucket-curling force of not less than 28,700 lbf and stick-crowd force of not less than 18,400 lbf with extra-long reach boom.
2. Equipment for Bulk Excavation: Late-model, track-mounted loader; rated at not less than 230-hp flywheel power and developing a minimum of 47,992-lbf breakout force with a general-purpose bare bucket.

I. Rock: Rock material in beds, ledges, unstratified masses, conglomerate deposits, and boulders of rock material 3/4 cu. yd. or more in volume that exceed a standard penetration resistance of 100 blows/2 inches when tested by a geotechnical testing agency, according to ASTM D 1586.

J. Structures: Buildings, footings, foundations, retaining walls, slabs, tanks, curbs, mechanical and electrical appurtenances, or other man-made stationary features constructed above or below the ground surface.

K. Subbase Course: Aggregate layer placed between the subgrade and base course for hot-mix asphalt pavement, or aggregate layer placed between the subgrade and a cement concrete pavement or a cement concrete or hot-mix asphalt walk.

L. Subgrade: Uppermost surface of an excavation or the top surface of a fill or backfill immediately below subbase, drainage fill, drainage course, or topsoil materials.

M. Utilities: On-site underground pipes, conduits, ducts, and cables as well as underground services within buildings.

## 1.5 PREINSTALLATION MEETINGS

A. Preinstallation Conference: Conduct preexcavation conference at Project site.

1. Review methods and procedures related to earthmoving, including, but not limited to, the following:

a. Personnel and equipment needed to make progress and avoid delays.
b. Coordination of Work with utility locator service.
c. Coordination of Work and equipment movement with the locations of tree- and plant-protection zones.
d. Extent of trenching by hand or with air spade.
e. Field quality control.

## 1.6 ACTION SUBMITTALS

A. Product Data: For each type of the following manufactured products required:

1. Geotextiles.
2. Controlled low-strength material, including design mixture.
3. Geofoam.
4. Warning tapes.

B. Samples for Verification: For the following products, in sizes indicated below:

1. Geotextile: 12 by 12 inches.
2. Warning Tape: 12 inches long; of each color.

## 1.7 INFORMATIONAL SUBMITTALS

A. Qualification Data: For qualified testing agency.

B. Material Test Reports: For each on-site and borrow soil material proposed for fill and backfill as follows:

1. Classification according to ASTM D 2487.
2. Laboratory compaction curve according to ASTM D 1557.Retain one or both of first two paragraphs below if explosives are permitted. Retain second paragraph only if seismic survey is required with blasting.

C. Preexcavation Photographs or Videotape: Show existing conditions of adjoining construction and site improvements, including finish surfaces that might be misconstrued as damage caused by earth-moving operations. Submit before earth moving begins.

## 1.8 QUALITY ASSURANCE

A. Blasting: Comply with applicable requirements in NFPA 495, "Explosive Materials Code," and prepare a blasting plan reporting the following:

1. Types of explosive and sizes of charge to be used in each area of rock removal, types of blasting mats, sequence of blasting operations, and procedures that will prevent damage to site improvements and structures on Project site and adjacent properties.
2. Seismographic monitoring during blasting operations.

B. Seismic Survey Agency: An independent testing agency, acceptable to authorities having jurisdiction, experienced in seismic surveys and blasting procedures to perform the following services:

1. Report types of explosive and sizes of charge to be used in each area of rock removal, types of blasting mats, sequence of blasting operations, and procedures that will prevent damage to site improvements and structures on Project site and adjacent properties.
2. Seismographic monitoring during blasting operations.

C. Geotechnical Testing Agency Qualifications: Qualified according to ASTM E 329 and ASTM D 3740 for testing indicated.

## 1.9 FIELD CONDITIONS

A. Traffic: Minimize interference with adjoining roads, streets, walks, and other adjacent occupied or used facilities during earth-moving operations.

1. Do not close or obstruct streets, walks, or other adjacent occupied or used facilities without permission from Owner and authorities having jurisdiction.
2. Provide alternate routes around closed or obstructed traffic ways if required by Owner or authorities having jurisdiction.

B. Improvements on Adjoining Property: Authority for performing earth moving indicated on property adjoining Owner's property will be obtained by Owner before award of Contract.

1. Do not proceed with work on adjoining property until directed by Architect.

C. Utility Locator Service: Notify utility locator service for area where Project is located before beginning earth-moving operations.

D. Do not commence earth-moving operations until temporary site fencing and erosion- and sedimentation-control measures specified in Section 01 50 00 "Temporary Facilities and Controls" and Section 31 10 00 "Site Clearing" are in place.

E. Do not commence earth-moving operations until plant-protection measures specified in the Tree Protection Plan are in place.

F. The following practices are prohibited within protection zones:

1. Storage of construction materials, debris, or excavated material.
2. Parking vehicles or equipment.
3. Foot traffic.
4. Erection of sheds or structures.
5. Impoundment of water.
6. Excavation or other digging unless otherwise indicated.
7. Attachment of signs to or wrapping materials around trees or plants unless otherwise indicated.

G. Do not direct vehicle or equipment exhaust towards protection zones.

H. Prohibit heat sources, flames, ignition sources, and smoking within or near protection zones.

## PART 2 - PRODUCTS

### 2.1 SOIL MATERIALS

A. General: Provide borrow soil materials when sufficient satisfactory soil materials are not available from excavations: See Geotechnical Report.

B. Terms, descriptions, and gradations of granular soil materials in remaining paragraphs are examples only. Revise to comply with local practices and to suit Project. For example, granular materials may be referenced by state or local highway designations rather than by ASTM classifications.

C. Subbase Material: Naturally or artificially graded mixture of natural or crushed gravel, crushed stone, and natural or crushed sand; ASTM D 2940/D 2940M; with at least 90 percent passing a 1-1/2-inch sieve and not more than 12 percent passing a No. 200 sieve.

D. Base Course: Naturally or artificially graded mixture of natural or crushed gravel, crushed stone, and natural or crushed sand; ASTM D 294/D 2940M 0; with at least 95 percent passing a 1-1/2-inch sieve and not more than 8 percent passing a No. 200 sieve.

E. Engineered Fill: Naturally or artificially graded mixture of natural or crushed gravel, crushed stone, and natural or crushed sand; ASTM D 2940/D 2940M; with at least 90 percent passing a 1-1/2-inch sieve and not more than 12 percent passing a No. 200 sieve.

F. Bedding Course: Naturally or artificially graded mixture of natural or crushed gravel, crushed stone, and natural or crushed sand; ASTM D 2940/D 2940M; except with 100 percent passing a 1-inch sieve and not more than 8 percent passing a No. 200 sieve.

G. Drainage Course: Narrowly graded mixture of [washed ]crushed stone, or crushed or uncrushed gravel; ASTM D 448; coarse-aggregate grading Size 57; with 100 percent passing a 1-1/2-inch sieve and zero to 5 percent passing a No. 8 sieve.

H. Filter Material: Narrowly graded mixture of natural or crushed gravel, or crushed stone and natural sand; ASTM D 448; coarse-aggregate grading Size 67; with 100 percent passing a 1-inch sieve and zero to 5 percent passing a No. 4 sieve.

I. Sand: ASTM C 33/C 33M; fine aggregate.

J. Impervious Fill: Clayey gravel and sand mixture capable of compacting to a dense state.

## 2.2 GEOTEXTILES

A. Subsurface Drainage Geotextile: Nonwoven needle-punched geotextile, manufactured for subsurface drainage applications, made from polyolefins or polyesters; with elongation greater than 50 percent; complying with AASHTO M 288 and the following, measured per test methods referenced:

1. Survivability: Class 2; AASHTO M 288.
2. Survivability: As follows:

    a. Grab Tensile Strength: 157 lbf; ASTM D 4632.
    b. Sewn Seam Strength: 142 lbf; ASTM D 4632.
    c. Tear Strength: 56 lbf; ASTM D 4533.
    d. Puncture Strength: 56 lbf; ASTM D 4833.

3. Apparent Opening Size: No. 40 sieve, maximum; ASTM D 4751.
4. Permittivity: 0.5 per second, minimum; ASTM D 4491.
5. UV Stability: 50 percent after 500 hours' exposure; ASTM D 4355.

B. Separation Geotextile: Woven geotextile fabric, manufactured for separation applications, made from polyolefins or polyesters; with elongation less than 50 percent; complying with AASHTO M 288 and the following, measured per test methods referenced:

1. Survivability: Class 2; AASHTO M 288.
2. Survivability: As follows:

    a. Grab Tensile Strength: 247 lbf; ASTM D 4632.
    b. Sewn Seam Strength: 222 lbf; ASTM D 4632.
    c. Tear Strength: 90 lbf; ASTM D 4533.
    d. Puncture Strength: 90 lbf; ASTM D 4833.

3. Apparent Opening Size: No. 60 sieve, maximum; ASTM D 4751.
4. Permittivity: 0.02 per second, minimum; ASTM D 4491.
5. UV Stability: 50 percent after 500 hours' exposure; ASTM D 4355.

2.3 ACCESSORIES

A. Warning Tape: Acid- and alkali-resistant, polyethylene film warning tape manufactured for marking and identifying underground utilities, 6 inches wide and 4 mils thick, continuously inscribed with a description of the utility; colored as follows:

1. Red: Electric.
2. Yellow: Gas, oil, steam, and dangerous materials.
3. Orange: Telephone and other communications.
4. Blue: Water systems.
5. Green: Sewer systems.

B. Detectable Warning Tape: Acid- and alkali-resistant, polyethylene film warning tape manufactured for marking and identifying underground utilities, a minimum of 6 inches wide and 4 mils thick, continuously inscribed with a description of the utility, with metallic core encased in a protective jacket for corrosion protection, detectable by metal detector when tape is buried up to 30 inches deep; colored as follows:

1. Red: Electric.
2. Yellow: Gas, oil, steam, and dangerous materials.
3. Orange: Telephone and other communications.
4. Blue: Water systems.
5. Green: Sewer systems.

PART 3 - EXECUTION

3.1 PREPARATION

A. Protect structures, utilities, sidewalks, pavements, and other facilities from damage caused by settlement, lateral movement, undermining, washout, and other hazards created by earth-moving operations.

B. Protect and maintain erosion and sedimentation controls during earth-moving operations.

C. Protect subgrades and foundation soils from freezing temperatures and frost. Remove temporary protection before placing subsequent materials.

3.2 DEWATERING

A. Prevent surface water and ground water from entering excavations, from ponding on prepared subgrades, and from flooding Project site and surrounding area.

B. Protect subgrades from softening, undermining, washout, and damage by rain or water accumulation.

1. Reroute surface water runoff away from excavated areas. Do not allow water to accumulate in excavations. Do not use excavated trenches as temporary drainage ditches.

## 3.3 EXPLOSIVES

A. Explosives: Do not use explosives.

## 3.4 EXCAVATION, GENERAL

A. Unclassified Excavation: Excavate to subgrade elevations regardless of the character of surface and subsurface conditions encountered. Unclassified excavated materials may include rock, soil materials, and obstructions. No changes in the Contract Sum or the Contract Time will be authorized for rock excavation or removal of obstructions.

1. If excavated materials intended for fill and backfill include unsatisfactory soil materials and rock, replace with satisfactory soil materials.
2. Remove rock to lines and grades indicated to permit installation of permanent construction without exceeding the following dimensions:

    a. 24 inches outside of concrete forms other than at footings.
    b. 12 inches outside of concrete forms at footings.
    c. 6 inches outside of minimum required dimensions of concrete cast against grade.
    d. Outside dimensions of concrete walls indicated to be cast against rock without forms or exterior waterproofing treatments.
    e. 6 inches beneath bottom of concrete slabs-on-grade.
    f. 6 inches beneath pipe in trenches and the greater of 24 inches wider than pipe or [42 inches wide.

B. Classified Excavation: Excavate to subgrade elevations. Material to be excavated will be classified as earth and rock. Do not excavate rock until it has been classified and cross sectioned by Architect. The Contract Sum will be adjusted for rock excavation according to unit prices included in the Contract Documents. Changes in the Contract Time may be authorized for rock excavation.

1. Earth excavation includes excavating pavements and obstructions visible on surface; underground structures, utilities, and other items indicated to be removed; and soil, boulders, and other materials not classified as rock or unauthorized excavation.

    a. Intermittent drilling; blasting, if permitted; ram hammering; or ripping of material not classified as rock excavation is earth excavation.

2. Rock excavation includes removal and disposal of rock. Remove rock to lines and subgrade elevations indicated to permit installation of permanent construction without exceeding the following dimensions:

    a. 24 inches outside of concrete forms other than at footings.
    b. 12 inches outside of concrete forms at footings.
    c. 6 inches outside of minimum required dimensions of concrete cast against grade.
    d. Outside dimensions of concrete walls indicated to be cast against rock without forms or exterior waterproofing treatments.
    e. 6 inches beneath bottom of concrete slabs-on-grade.
    f. 6 inches beneath pipe in trenches and the greater of 24 inches wider than pipe or 42 inches wide.

## 3.5 EXCAVATION FOR STRUCTURES

A. Excavate to indicated elevations and dimensions within a tolerance of plus or minus 1 inch. If applicable, extend excavations a sufficient distance from structures for placing and removing concrete formwork, for installing services and other construction, and for inspections.

1. Excavations for Footings and Foundations: Do not disturb bottom of excavation. Excavate by hand to final grade just before placing concrete reinforcement. Trim bottoms to required lines and grades to leave solid base to receive other work.
2. Pile Foundations: Stop excavations 6 to 12 inches above bottom of pile cap before piles are placed. After piles have been driven, remove loose and displaced material. Excavate to final grade, leaving solid base to receive concrete pile caps.
3. Excavation for Underground Tanks, Basins, and Mechanical or Electrical Utility Structures: Excavate to elevations and dimensions indicated within a tolerance of plus or minus 1 inch. Do not disturb bottom of excavations intended as bearing surfaces.

B. Excavations at Edges of Tree- and Plant-Protection Zones:

1. Excavate by hand or with an air spade to indicated lines, cross sections, elevations, and subgrades. If excavating by hand, use narrow-tine spading forks to comb soil and expose roots. Do not break, tear, or chop exposed roots. Do not use mechanical equipment that rips, tears, or pulls roots.
2. Cut and protect roots according to requirements in Section 01 56 39 "Temporary Tree and Plant Protection."

## 3.6 EXCAVATION FOR WALKS AND PAVEMENTS

A. Excavate surfaces under walks and pavements to indicated lines, cross sections, elevations, and subgrades.

## 3.7 EXCAVATION FOR UTILITY TRENCHES

A. Excavate trenches to indicated gradients, lines, depths, and elevations.

1. Beyond building perimeter, excavate trenches to allow installation of top of pipe below frost line.

B. Excavate trenches to uniform widths to provide the following clearance on each side of pipe or conduit. Excavate trench walls vertically from trench bottom to 12 inches higher than top of pipe or conduit unless otherwise indicated.

1. Clearance: 12 inches each side of pipe or conduit.

C. Trench Bottoms: Excavate and shape trench bottoms to provide uniform bearing and support of pipes and conduit. Shape subgrade to provide continuous support for bells, joints, and barrels of pipes and for joints, fittings, and bodies of conduits. Remove projecting stones and sharp objects along trench subgrade.

1. For pipes and conduit less than 6 inches in nominal diameter, hand-excavate trench bottoms and support pipe and conduit on an undisturbed subgrade.
2. For pipes and conduit 6 inches or larger in nominal diameter, shape bottom of trench to support bottom 90 degrees of pipe or conduit circumference. Fill depressions with tamped sand backfill.

3. For flat-bottomed, multiple-duct conduit units, hand-excavate trench bottoms and support conduit on an undisturbed subgrade.
4. Excavate trenches 6 inches deeper than elevation required in rock or other unyielding bearing material to allow for bedding course.

D. Trench Bottoms: Excavate trenches 4 inches deeper than bottom of pipe and conduit elevations to allow for bedding course. Hand-excavate deeper for bells of pipe.

1. Excavate trenches 6 inches deeper than elevation required in rock or other unyielding bearing material to allow for bedding course.

E. Trenches in Tree- and Plant-Protection Zones:

1. Hand-excavate to indicated lines, cross sections, elevations, and subgrades. Use narrow-tine spading forks to comb soil and expose roots. Do not break, tear, or chop exposed roots. Do not use mechanical equipment that rips, tears, or pulls roots.
2. Do not cut main lateral roots or taproots; cut only smaller roots that interfere with installation of utilities.
3. Cut and protect roots according to requirements in the Tree Protection Plan

## 3.8 SUBGRADE INSPECTION

A. Notify Architect when excavations have reached required subgrade.

B. If Architect determines that unsatisfactory soil is present, continue excavation and replace with compacted backfill or fill material as directed.

C. Proof-roll subgrade below the building slabs and pavements with a pneumatic-tired to identify soft pockets and areas of excess yielding. Do not proof-roll wet or saturated subgrades.

1. Completely proof-roll subgrade in one direction, repeating proof-rolling in direction perpendicular to first direction. Limit vehicle speed to 3 mph.
2. Excavate soft spots, unsatisfactory soils, and areas of excessive pumping or rutting, as determined by Architect, and replace with compacted backfill or fill as directed.

D. Authorized additional excavation and replacement material will be paid for according to Contract provisions for unit prices.

E. Reconstruct subgrades damaged by freezing temperatures, frost, rain, accumulated water, or construction activities, as directed by Architect, without additional compensation.

## 3.9 UNAUTHORIZED EXCAVATION

A. Fill unauthorized excavation under foundations or wall footings by extending bottom elevation of concrete foundation or footing to excavation bottom, without altering top elevation. Lean concrete fill, with 28-day compressive strength of 2500 psi, may be used when approved by Architect.

1. Fill unauthorized excavations under other construction, pipe, or conduit as directed by Architect.

## 3.10 STORAGE OF SOIL MATERIALS

A. Stockpile borrow soil materials and excavated satisfactory soil materials without intermixing. Place, grade, and shape stockpiles to drain surface water. Cover to prevent windblown dust.

1. Stockpile soil materials away from edge of excavations. Do not store within drip line of remaining trees.

## 3.11 BACKFILL

A. Place and compact backfill in excavations promptly, but not before completing the following:

1. Construction below finish grade including, where applicable, subdrainage, dampproofing, waterproofing, and perimeter insulation.
2. Surveying locations of underground utilities for Record Documents.
3. Testing and inspecting underground utilities.
4. Removing concrete formwork.
5. Removing trash and debris.
6. Removing temporary shoring, bracing, and sheeting.
7. Installing permanent or temporary horizontal bracing on horizontally supported walls.

B. Place backfill on subgrades free of mud, frost, snow, or ice.

## 3.12 UTILITY TRENCH BACKFILL

A. Place backfill on subgrades free of mud, frost, snow, or ice.

B. Place and compact bedding course on trench bottoms and where indicated. Shape bedding course to provide continuous support for bells, joints, and barrels of pipes and for joints, fittings, and bodies of conduits.

C. Trenches under Footings: Backfill trenches excavated under footings and within 18 inches of bottom of footings with satisfactory soil; fill with concrete to elevation of bottom of footings. Concrete is specified in Section 03 30 00 "Cast-in-Place Concrete."

D. Trenches under Roadways: Provide 4-inch thick, concrete-base slab support for piping or conduit less than 30 inches below surface of roadways. After installing and testing, completely encase piping or conduit in a minimum of 4 inches of concrete before backfilling or placing roadway subbase course. Concrete is specified in Section 03 30 00 "Cast-in-Place Concrete." Backfill voids with satisfactory soil while removing shoring and bracing.

E. Initial Backfill:

1. Soil Backfill: Place and compact initial backfill of satisfactory soil, free of particles larger than 1 inch in any dimension, to a height of 12 inches over the pipe or conduit.

a. Carefully compact initial backfill under pipe haunches and compact evenly up on both sides and along the full length of piping or conduit to avoid damage or displacement of piping or conduit. Coordinate backfilling with utilities testing.

2. Controlled Low-Strength Material: Place initial backfill of controlled low-strength material to a height of 12 inches over the pipe or conduit. Coordinate backfilling with utilities testing.

F. Final Backfill:

1. Soil Backfill: Place and compact final backfill of satisfactory soil to final subgrade elevation.
2. Controlled Low-Strength Material: Place final backfill of controlled low-strength material to final subgrade elevation.

G. Warning Tape: Install warning tape directly above utilities, 12 inches below finished grade, except 6 inches below subgrade under pavements and slabs.

## 3.13 SOIL FILL

A. Plow, scarify, bench, or break up sloped surfaces steeper than 1 vertical to 4 horizontal so fill material will bond with existing material.

B. Place and compact fill material in layers to required elevations as follows:

1. Under grass and planted areas, use satisfactory soil material.
2. Under walks and pavements, use satisfactory soil material.
3. Under steps and ramps, use engineered fill.
4. Under building slabs, use engineered fill.
5. Under footings and foundations, use engineered fill.

C. Place soil fill on subgrades free of mud, frost, snow, or ice.

## 3.14 CONTROL

A. Uniformly moisten or aerate subgrade and each subsequent fill or backfill soil layer before compaction to within 2 percent of optimum moisture content.

1. Do not place backfill or fill soil material on surfaces that are muddy, frozen, or contain frost or ice.
2. Remove and replace, or scarify and air dry, otherwise satisfactory soil material that exceeds optimum moisture content by 2 percent and is too wet to compact to specified dry unit weight.

## 3.15 COMPACTION OF SOIL BACKFILLS AND FILLS

A. Place backfill and fill soil materials in layers not more than 6 inches in loose depth for material compacted by heavy compaction equipment and not more than 4 inches in loose depth for material compacted by hand-operated tampers.

B. Place backfill and fill soil materials evenly on all sides of structures to required elevations and uniformly along the full length of each structure.

C. Compact soil materials to not less than the following percentages of maximum dry unit weight according to ASTM D 1557

## 3.16 GRADING

A. General: Uniformly grade areas to a smooth surface, free of irregular surface changes. Comply with compaction requirements and grade to cross sections, lines, and elevations indicated.

1. Provide a smooth transition between adjacent existing grades and new grades.
2. Cut out soft spots, fill low spots, and trim high spots to comply with required surface tolerances.

B. Site Rough Grading: Slope grades to direct water away from buildings and to prevent ponding. Finish subgrades to elevations required to achieve indicated finish elevations, within the following subgrade tolerances:

1. Turf or Unpaved Areas: Plus or minus 1 inch
2. Walks: Plus or minus 1 inch.
3. Pavements: Plus or minus 1/4 inch.

C. Grading inside Building Lines: Finish subgrade to a tolerance of 1/2 inch when tested with a 10-foot straightedge.

## 3.17 SUBBASE AND BASE COURSES UNDER PAVEMENTS AND WALKS

A. Place subbase course and base course on subgrades free of mud, frost, snow, or ice.

B. On prepared subgrade, place subbase course and base course under pavements and walks as follows:

1. Install separation geotextile on prepared subgrade according to manufacturer's written instructions, overlapping sides and ends.
2. Place base course material over subbase course under hot-mix asphalt pavement.
3. Shape subbase course and base course to required crown elevations and cross-slope grades.
4. Place subbase course and base course 6 inches or less in compacted thickness in a single layer.
5. Place subbase course and base course that exceeds 6 inches in compacted thickness in layers of equal thickness, with no compacted layer more than 6 inches thick or less than 3 inches thick.
6. Compact subbase course and base course at optimum moisture content to required grades, lines, cross sections, and thickness to not less than 98 percent of maximum dry unit weight according to ASTM D 1557.

## 3.18 DRAINAGE COURSE UNDER CONCRETE SLABS-ON-GRADE

A. Place drainage course on subgrades free of mud, frost, snow, or ice.

B. On prepared subgrade, place and compact drainage course under cast-in-place concrete slabs-on-grade as follows:

1. Install subdrainage geotextile on prepared subgrade according to manufacturer's written instructions, overlapping sides and ends.
2. Place drainage course 6 inches or less in compacted thickness in a single layer.
3. Place drainage course that exceeds 6 inches in compacted thickness in layers of equal thickness, with no compacted layer more than 6 inches thick or less than 3 inches thick.

4. Compact each layer of drainage course to required cross sections and thicknesses to not less than 98 percent of maximum dry unit weight according to ASTM D 698.

## 3.19 FIELD QUALITY CONTROL

A. Special Inspections: Owner will engage a qualified special inspector to perform the following special inspections:

1. Determine prior to placement of fill that site has been prepared in compliance with requirements.
2. Determine that fill material classification and maximum lift thickness comply with requirements.
3. Determine, during placement and compaction, that in-place density of compacted fill complies with requirements.

B. Testing Agency: Owner will engage a qualified geotechnical engineering testing agency to perform tests and inspections.

C. Allow testing agency to inspect and test subgrades and each fill or backfill layer. Proceed with subsequent earth moving only after test results for previously completed work comply with requirements.

D. Footing Subgrade: At footing subgrades, at least one test of each soil stratum will be performed to verify design bearing capacities. Subsequent verification and approval of other footing subgrades may be based on a visual comparison of subgrade with tested subgrade when approved by Architect.

E. Testing agency will test compaction of soils in place according to ASTM D 1556, ASTM D 2167, ASTM D 2937, and ASTM D 6938, as applicable. Tests will be performed at the following locations and frequencies:

1. Paved and Building Slab Areas: At subgrade and at each compacted fill and backfill layer, at least one test for every 2000 sq. ft. or less of paved area or building slab but in no case fewer than three tests.
2. Foundation Wall Backfill: At each compacted backfill layer, at least one test for every 100 feet or less of wall length but no fewer than two tests.
3. Trench Backfill: At each compacted initial and final backfill layer, at least one test for every 150 feet or less of trench length but no fewer than two tests.

F. When testing agency reports that subgrades, fills, or backfills have not achieved degree of compaction specified, scarify and moisten or aerate, or remove and replace soil materials to depth required; recompact and retest until specified compaction is obtained.

## 3.20 PROTECTION

A. Protecting Graded Areas: Protect newly graded areas from traffic, freezing, and erosion. Keep free of trash and debris.

B. Repair and reestablish grades to specified tolerances where completed or partially completed surfaces become eroded, rutted, settled, or where they lose compaction due to subsequent construction operations or weather conditions.

1. Scarify or remove and replace soil material to depth as directed by Architect; reshape and recompact.

C. Where settling occurs before Project correction period elapses, remove finished surfacing, backfill with additional soil material, compact, and reconstruct surfacing.

1. Restore appearance, quality, and condition of finished surfacing to match adjacent work, and eliminate evidence of restoration to greatest extent possible.

## 3.21 DISPOSAL OF SURPLUS AND WASTE MATERIALS

A. Remove surplus satisfactory soil and waste materials, including unsatisfactory soil, trash, and debris, and legally dispose of them off Owner's property.

B. Transport surplus satisfactory soil to designated storage areas on Owner's property. Stockpile or spread soil as directed by Architect.

1. Remove waste materials, including unsatisfactory soil, trash, and debris, and legally dispose of them off Owner's property.

END OF SECTION 31 20 00

Materials Testing
Geotechnical Engineering
Environmental
Building Sciences & Safety
Inspections & Code Compliance
Virtual Design Consulting

October 6, 2025

Mr. David Ogle
Hall & Ogle Architects
208 Magnolia Avenue
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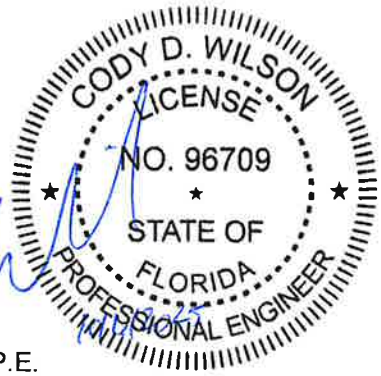
**Reference:** **GEOTECHNICAL EVALUATION**
***City Center Sports Complex Expansion***
***Port Orange, Volusia County, Florida***
UES Project No. A25147.01095.000
UES Report No. 2154739

Dear Ms. Ogle:

UES has completed the geotechnical evaluation for the subject project. This report contains the results of our evaluation, an engineering interpretation of these with respect to the project characteristics described to us, and recommendations for foundation support, pavement support, site preparation, and stormwater management design.

We appreciate the opportunity to have worked with you on this project and look forward to a continued association. Please do not hesitate to contact us if you should have any questions, or if we may further assist you as your plans proceed.

Respectfully Submitted,
**UES Professional Solutions, LLC**
Certificate of Authorization No. 549




Michael A. Navarra, E.I.
Project Manager

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Geotechnical Department Manager
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# GEOTECHNICAL EVALUATION

**City Center Sports Complex Expansion**
**Port Orange, Volusia County, Florida**

**UES Project No. A25147.01095.000**
**UES Report No. 2154739**

**October 6, 2025**

**Prepared For:**

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# 1.0 PROJECT DESCRIPTION

Project information has been provided to us during correspondence with you. We were provided with a conceptual site plan indicating the layout of the proposed construction and requested boring locations. We understand three sports fields with a restroom building, associated parking lot and stormwater management areas will be constructed at the subject address. We assume the maximum wall and column loads for the building will not exceed 4 kips per linear foot and 25 kips, respectively. We anticipate two to three feet of fill will be placed within the structure and pavement areas.

Our recommendations are based upon the above considerations. If any of this information is incorrect, or if you anticipate any changes, inform UES so that we may review our recommendations.

# 2.0 PURPOSE AND SCOPE

## 2.1 PURPOSE

The purposes of this investigation were:

- to investigate the general subsurface conditions at the site;
- to interpret and review the subsurface conditions with respect to the proposed construction;
- to provide geotechnical engineering recommendations for foundation design, pavement design and site preparation; and,
- to provide recommendations for stormwater management design.

This report presents an evaluation of site conditions on the basis of traditional geotechnical procedures for site characterization. The recovered samples were not examined, either visually or analytically, for chemical composition or environmental hazards. UES would be pleased to perform these services, at your request.

Our investigation was confined to the zone of soil likely to be influenced by the proposed construction. Our work did not address the potential for surface expression of deep geological conditions, such as sinkhole development related to karst activity. A deep geological evaluation requires a more extensive range of field services than performed in this study.

## 2.2 FIELD INVESTIGATION

### 2.2.1 BORINGS

The subsurface conditions were investigated with:

- One (1) Standard Penetration Test (SPT) boring, B-1, advanced to a depth of approximately 20 feet below existing grade within the proposed building area;
- Six (6) SPT borings, P-1 through P-6, advanced to a depth of approximately 20 feet each below existing grade within the proposed stormwater management facilities; and,
- Two (2) auger borings, R-1 and R-2, advanced to a depth of approximately 4 and 6 feet each below existing grade within the proposed pavement areas.

We performed the SPT and auger borings according to the procedures of ASTM D-1586 and ASTM D-1452, respectively.

The borings were located using handheld Global Positioning System (GPS) Unit. The approximate locations of the borings are presented on the attached Boring Location Plan in Appendix A.

Samples obtained from the borings were transported to our laboratory for further evaluation. Samples of the soils encountered will be held in our laboratory for your inspection for 60 days unless we are notified otherwise.

### 2.3 LABORATORY TESTING

#### 2.3.1 INDEX TESTING

The soil samples recovered from the soil borings were returned to our laboratory and then a UES Engineer visually examined and reviewed the field descriptions. The soils were classified in accordance with the Unified Soil Classification System (USCS). Tests consisting of percent passing a No. 200 sieve determination were performed to aid in classification of the soils.

#### 2.4.2 PERMEABILITY TESTS

Twenty-seven (27) permeability tests were performed on the relatively undisturbed soil samples obtained from the retention pond borings. The permeability is a measure of the degree to which water can flow through the soil under varying hydraulic gradients.

## 3.0 FINDINGS

### 3.1 SUBSURFACE CONDITIONS

The boring locations and detailed subsurface conditions are illustrated in Appendix A: Boring Location Plan and Subsurface Profiles. The classifications and descriptions shown on the profiles are based upon visual characterizations of the recovered soil samples. Also, see Appendix A: Key to Boring Log, for further explanation of the symbols and placement of data on the Subsurface Profiles. The following discussion summarizes the soil conditions encountered.

The results of the SPT Borings, B-1 and P-1 through P-6, generally indicated intermittent layers of very loose to very dense fine sand with trace silt (SP), fine sand with silt (SP-SM), weakly cemented fine sand with silt (SP-SM, HARDPAN), silty fine sand (SM), weakly cemented silty fine sand (SM, HARDPAN) and sandy shell to the boring termination depth of approximately 20.0 feet below existing grade.

The results of the Auger Borings, R-1 and R-2, generally indicated intermittent layers of fine sand with trace silt (SP) and fine sand with silt (SP-SM) to the deepest boring termination depth of approximately 6.0 feet below existing grade.

### 3.2 GROUNDWATER

We recorded groundwater subsequent to drilling at depths between approximately 1.0 and 3.3 feet below existing grade at our Boring Locations. It should be noted that groundwater may perch above weakly cemented (HARDPAN) and silty (SM) soils after significant rainfall activity. Based on available published literature, existing site features, boring elevations and the results of the borings, we estimate the normal seasonal high groundwater level to be approximately at the measured levels. We can provide detailed high seasonal information once the boring elevations have been surveyed in the field. It should also be noted that the estimated seasonal high-water level does not provide any assurance that groundwater levels will not exceed these estimated levels during any given year in the future. Should impediments to surface water drainage be present, or should rainfall intensity and duration, or total rainfall quantities, exceed the normally anticipated rainfall quantities, groundwater levels might once again exceed our seasonal high estimates. The depth of the groundwater level encountered at the boring location is presented on the Subsurface Profiles.

## 4.0 FOUNDATION DESIGN RECOMMENDATIONS

### 4.1 GENERAL

The following recommendations are made based upon a review of the attached soil test data, our understanding of the proposed construction, and experience with similar projects and subsurface conditions. If the structural loadings, construction locations, or grading information change from those discussed previously, we request the opportunity to review and possibly amend our recommendations with respect to those changes.

Additionally, if subsurface conditions are encountered during construction, which were not encountered in the borings, report those conditions immediately to us for observation and recommendations.

## 4.2 STRUCTURE FOUNDATIONS

Based on the results of our subsurface exploration, we consider the subsurface conditions at the site favorable for support of the proposed structure when constructed on a properly designed shallow foundation system. Provided the soils are prepared in accordance with the Site Preparation Section of this report, the following parameters may be used for foundation design.

### 4.2.1 Bearing Pressure

The maximum allowable net soil bearing pressure for shallow foundation should not exceed 2,500 pounds per square foot (p.s.f.). Net bearing pressure is defined as the soil bearing pressure at the base of the foundation in excess of the natural overburden pressure. The foundation should be designed based upon the maximum load that could be imposed by all loading conditions.

### 4.2.2 Foundation Size

The minimum widths recommended for any isolated column footing and continuous wall footings are 24 inches and 18 inches, respectively. Even though the maximum allowable soil bearing pressure may not be achieved, these width recommendations should control the size of the foundations.

### 4.2.3 Bearing Depth

The exterior foundation should bear at a depth of at least 18 inches below the exterior final grades and the interior footings should bear at a depth of at least 18 inches below the finish floor elevation to provide confinement to the bearing level soils. We recommend storm-water and surface water be diverted away from the building exterior, both during and after construction, to reduce the possibility of erosion beneath the exterior footings.

### 4.2.4 Bearing Material

The foundation may bear on compacted structural fill. The bearing level soils, after compaction, should exhibit densities of at least 95 percent of the maximum dry density of the bearing soils as determined by ASTM D-1557 (Modified Proctor), to the depth described subsequently in the Site Preparation section of the report. In addition to compaction, the bearing soils must exhibit stability and be free of “pumping” conditions.

### 4.2.5 Settlement Estimates

Post-construction settlement of the structure will be influenced by several interrelated factors, such as (1) subsurface stratification and strength/compressibility characteristics of the bearing soils; (2) footing size, bearing level, applied loads, and resulting bearing pressures beneath the foundations; (3) site preparation and earthwork construction techniques used by the contractor, and (4) external factors, including but not limited to vibration from offsite sources and groundwater fluctuations beyond those normally anticipated for the naturally-occurring site and soil conditions which are present.

Our settlement estimates for the structure are based upon the use of successful adherence to the site preparation recommendations presented later in this report. Any deviation from these recommendations could result in an increase in the estimated post-construction settlement of the structure.

Due to the sandy nature of the surficial soils, following the compaction operations, we expect a significant portion of settlement to be elastic in nature. This settlement is expected to occur relatively quickly, upon application of the loads, during and immediately following construction.

Using the recommended maximum bearing pressure, the assumed maximum structural loads, and the field test data which we have correlated to the strength and compressibility characteristics of the subsurface soils, we estimate the total settlements of the structure to be approximately one inch or less.

Differential settlement results from differences in applied bearing pressures and the variations in the compressibility characteristics of the subsurface soils. Based on the subsurface conditions as determined by our borings, it is anticipated that differential settlements will be within tolerable limits.

## 4.3 SITE PREPARATION FOR SHALLOW FOUNDATIONS

We recommend the following site preparation procedures for the building area:

1. Prior to construction, the location of existing underground utility lines within the construction area should be established. Provisions should then be made to relocate interfering utilities to appropriate locations. It should be noted that if underground pipes are not properly removed or plugged, they may serve as conduits for subsurface erosion which may subsequently lead to excessive settlement of overlying structure.

2. Strip the proposed construction limits of all grass, roots, topsoil, concrete and other deleterious materials within and 5 feet beyond the perimeter of the proposed structure. Expect clearing and grubbing of 6 to 12 inches.

3. Compact the exposed surface using tracked dozer or vibratory equipment. **We recommend that vibratory equipment be operated in static mode within 100 feet of any existing structures.** The upper one foot of soils below the exposed surface within the building area should be improved to achieve a minimum compaction requirement of 95% of the Modified Proctor Test (ASTM D-1557). We recommend the compacted soils exhibit moisture content within 2 percent of the soils optimum moisture content as determined by the Modified Proctor Test (ASTM D-1557). Should the soils experience pumping and soil strength loss during the compaction operations, compaction work should be immediately terminated and (1) the disturbed soils removed and backfilled with dry structural fill soils which are then compacted, or (2) the excess moisture content within the disturbed soils allowed to dissipate before recompacting.

4. Test the compacted surface for compliance at a minimum of one location per 2,500 square feet of each building area, or at a minimum of 3 locations.

5. Place the fill material, as required. The fill should consist of "clean," fine sand with less than 5 percent soil fines. You may use fill materials with soil fines between 5 percent and 10 percent, but strict moisture control may be required. Place fill in uniform 10 to 12-inch loose lifts and compact each lift to a minimum density of 95 percent of the Modified Proctor maximum dry density. We recommend the compacted soils exhibit moisture content within 2 percent of the soils optimum moisture content as determined by the Modified Proctor Test (ASTM D-1557). If light compaction equipment is used, we recommend the lift thickness be reduced to 8 inch thick lifts.

6. Perform compliance tests within each lift of fill at a minimum of one location per lift per 2,500 square feet of each building area, or at a minimum of 3 locations.

7. Compact and test footing cuts for compaction to a depth of one foot below bearing level. We recommend that you test one out of every four (25 percent) column footings and perform one test per every 50 linear feet of wall footing. Compaction operations in confined areas, such as footing excavations, can best be performed with a lightweight vibratory sled or other hand-held compaction equipment.

# 5.0 PAVEMENT RECOMMENDATIONS

## 5.1 GENERAL

We anticipate a flexible asphaltic concrete pavement section will be utilized for the subject project.

## 5.2 FLEXIBLE ASPHALTIC PAVEMENT

Because traffic loadings are commonly unavailable, we have generalized our pavement design into two groups. The group descriptions and the recommended component thicknesses are presented in Table 1 below.

**TABLE I**
**Pavement Component Recommendations**

| Traffic Group | Component Thickness | | |
|---|---|---|---|
| | Stabilized Subgrade | Base Course | Surface Course |
| Parking Lot – light duty | 12 | 6 | 1.5 |
| Parking Lot – heavy duty | 12 | 8 | 2.0 |

## 5.3 STABILIZED SUBGRADE

We recommend that subgrade materials be compacted in place according to the requirements in the "Site Preparation" section of this report. Further, stabilize the subgrade materials to a minimum Limerock Bearing Ratio (LBR) of 40 percent as specified by Florida Department of Transportation (FDOT) requirements for Type B Stabilized Subgrade.

Further, the stabilized subgrade can be imported material or a blend of on-site soils and imported materials. If a blend is proposed, we recommend that the contractor perform a mix design to find the optimum mix proportions.

The primary function of stabilized subgrade beneath the base course is to provide a stable and firm subgrade so that the base course can be properly placed and compacted. Depending upon the soil type, the subgrade material may have sufficient stability to provide the needed support without additional stabilizing material. Generally speaking, sands with silt or clay typically have sufficient stability and may not require additional stabilizing material. Conversely, relatively "clean" sands may not provide sufficient stability in order to adequately construct the base course.

## 5.4 BASE COURSE

We recommend that the base course consist of either limerock or graded crushed aggregate (crushed concrete).

### 5.4.1 LIMEROCK

Limerock should have a minimum LBR of 100 percent and should be mined from an FDOT approved source. Place limerock in maximum 6-inch lifts and compact each lift to a minimum density of 98 percent of the Modified Proctor maximum dry density.

### 5.4.2 CRUSHED CONCRETE BASE

Crushed concrete should be supplied by an approved plant with quality control procedures. The crushed concrete stockpiled should be free of sandy pockets, foreign materials, and uncrushed particles. We recommend the following specifications be enforced.

a) Crushed concrete shall not contain lumps, balls or pockets of sand or clay sized material in sufficient quantity as to be detrimental to the proper binding, finishing or strength of the crushed concrete base.

b) Samples of base course materials shall be supplied to the engineer prior to use in the work. Additional samples shall be furnished during construction, as necessary.

At least 97 percent (by weight) of the material shall pass a 3-1/2 inch sieve and the material shall be graded uniformly down to dust. The fine material shall consist entirely of dust or fracture. All crushing or breaking-up which might be necessary in order to meet such size requirements shall be done before the material is placed on the road.

c) The base shall be bladed and shaped to conform to the typical sections shown on the plans. Then the base shall be compacted by rolling with a combination of steel wheel and rubber tired rollers until an average density of 98 percent of the maximum density obtainable under AASHTO Method T-180 is reached. The base shall have an average LBR of not less than 150. The LBR value of material produced at a particular source shall be determined in accordance with an approved quality control procedure.

Testing shall be performed at the following frequency:

1) Perform in-place density tests on crushed concrete base at a minimum frequency of 2 tests per pavement area or 1 test per 300 linear feet whichever is greater.

2) Perform Limerock Bearing Ratio tests at a frequency of 1 test per visual change in material and a minimum of 1 test per pavement area or every 15,000 square feet whichever is greater.

3) Engineer should perform a final visual base inspection prior to placement of prime or tack coat and paving.

## 5.5 SURFACE COURSE

In light duty areas where there is occasional truck traffic, but primarily passenger cars, we recommend using an asphaltic concrete, FDOT Type SP 9.5 mix. In heavy duty areas where truck traffic is predominant, we recommend using an asphaltic concrete, FDOT Type SP 12.5 mix.

It should be noted that if a more aesthetically pleasing asphalt surface is required a layer of Friction Course (FC) (finer aggregate) can be placed. A ½ inch layer of FC asphalt can be placed above the SP asphaltic concrete. However this may result in increased costs.

Asphaltic concrete mixes should be a current FDOT approved design of the materials actually used. Samples of the materials delivered to the project should be tested to verify that the aggregate gradation and asphalt content satisfies the mix design requirements. Compact the asphalt to a minimum of 90 percent of the Gmm (maximum voidless specific gravity).

After placement and field compaction, core the wearing surface to evaluate material thickness and to perform laboratory densities. Obtain cores at frequencies of at least one core per 3,000 square feet of placed pavement or a minimum of two cores per day's production.

In roadways, for extended life expectancy of the surface course, we recommend applying a coal tar emulsion sealer at least six months after placement of the surface course. The seal coat will help to patch cracks and voids, and protect the surface from damaging ultraviolet light and automobile liquid spillage. Please note that applying the seal coat prior to six months after placement may hinder the "curing" of the surface course, leading to its early deterioration.

## 5.6 CURBING

We recommend that curbing around landscaped sections adjacent to the parking roadways and driveways be constructed with full-depth curb sections. Using extruded curb sections which lie directly on top of the final asphalt level, or eliminating the curbing entirely, may not significantly impede the migration

of irrigation water from the landscape areas to the interface between the asphalt and the base. This migration often causes separation of the wearing surface from the base and subsequent rippling and pavement deterioration. It is recommended that the subgrade below the curbing be stabilized to a minimum LBR of 40.

## 5.7 CONSTRUCTION TRAFFIC

Light duty roadways and incomplete pavement sections will not perform satisfactorily under construction traffic loadings. We recommend that construction traffic (construction equipment, concrete trucks, sod trucks, garbage trucks, dump trucks, etc.) be re-routed away from these roadways or that the pavement section be designed for these loadings.

## 5.8 EFFECTS OF GROUNDWATER

We recommend that all pavement sections analyses incorporate the seasonal high groundwater conditions. Based on the groundwater level at the site, the below separations will be maintained.

**TABLE II**
**Recommended Minimum Clearance Between Pavement Base and Wet Season Water Table**

| Type of Base | Separation (inches) |
|---|---|
| Limerock | 18 |
| Crushed Concrete | 12 |

One of the most critical influences on the pavement performance in Central Florida is the relationship between the pavement subgrade and the seasonal high groundwater level. Many roadways and parking areas have been destroyed as a result of deterioration of the base and the base/surface course bond resulting from a high water table. **Regardless of the type of base selected, we recommend that the seasonal high groundwater and the bottom of the base course be separated by at least the amount presented in Table 2 above.**

## 5.9 SITE PREPARATION FOR PAVEMENT AREAS

We recommend the following site preparation procedures:

1) Strip the proposed construction limits of all grass, roots, topsoil, millings and other deleterious materials within, and 3 feet beyond, the proposed pavement limits. Expect initial clearing and grubbing to a depth of approximately 6 inches.

2) Proof-compact the exposed surface with the light to medium roller until you maintain density of at least 98 percent should be obtained in the upper 12 inches below base course. **Vibratory equipment should be operated in static mode within 100 feet of adjacent structures.** We recommend the compacted soils exhibit moisture content within 2 percent of the soils optimum moisture content as determined by the Modified Proctor Test (ASTM D-1557).

3) Should the soils experience pumping and soil strength loss during the compaction operations, compaction work should be immediately terminated and (1) the disturbed soils removed and backfilled with dry structural fill soils which are then compacted, or (2) the excess moisture content within the disturbed soils allowed to dissipate before recompacting.

4) Test the compacted surface for density at a frequency of not less than one test per 10,000 square feet of pavement area (minimum three locations per pavement area).

5) Place and compact backfill material, as required. The fill should consist of "clean," fine sand with less than 5 percent soil fines. You may use fill materials with soil fines between 5 percent and 10 percent, but strict moisture control may be required. Place fill in uniform 10 to 12-inch loose lifts and compact each lift to a minimum density of 95 percent of the Modified Proctor maximum dry

density with the exception that densities of at least 98 percent should be obtained within the upper one foot below base course. We recommend the compacted soils exhibit moisture content within 2 percent of the soils optimum moisture content as determined by the Modified Proctor Test (ASTM D-1557).

6) Perform compliance tests within each lift of fill at a frequency of not less than one test per 10,000 square feet of pavement area (minimum of three locations per pavement area).

# 6.0 STORMWATER MANAGEMENT RECOMMENDATIONS

## 6.1 GENERAL

For a dry bottom retention facility, performance will be significantly influenced by the soil permeability and the vertical separation between the bottom and the seasonal high groundwater level. A wet retention facility should be excavated to a depth necessary to obtain a sufficient water depth to limit growth of aquatic vegetation.

If requested, UES can assist in evaluating the facility design exfiltration rates, underdrains and/or groundwater baseflow as pond geometry and stormwater volume requirements become available.

## 6.2 SOIL PERMEABILITY

Twenty-seven (27) Laboratory Falling-head Saturated Vertical Permeability Tests were performed on relatively undisturbed soil samples. The samples were obtained using thin-walled tube sampling techniques (Shelby Tube). The results of the tests, in feet per day, describe the coefficients of hydraulic conductivity (Permeability) of the soils and are presented on the attached Subsurface Profiles. The measured permeability rates should not be construed to represent the actual pond exfiltration rates.

Upon evaluation of regional and local geology, we have evaluated that the characteristics of the soils within the vicinity of this project are comprised of sedimentary soils which often exhibit thin, alternating layers. Generally, in relatively homogeneous natural deposits where stratification may result from particle orientation, the Permeability in the Horizontal direction can be somewhat greater than that in the Vertical direction. Based on our experience, the estimated coefficient of Horizontal Permeability typically is on the order of 1.5 and 2.0 times greater than the Vertical Permeability for SP-SM and SP soil types, respectively. The weakly cemented fine sand (HARDPAN) encountered should be considered a confining layer. In addition, the silty fine sand (SM) is generally considered to have poor drainage characteristics. All pond backfill material should be clean sandy soils having 5 percent or less fines passing the No. 200 sieve.

# 7.0 CONSTRUCTION RELATED SERVICES

We recommend the owner retain UES to perform construction materials tests and observations on this project. Field tests and observations include verification of foundation subgrades by monitoring filling operations and performing quality assurance tests on the placement of compacted natural soils and structural fill. We can also perform concrete testing, pavement section testing, structural steel testing and other construction materials testing services.

The geotechnical engineering design does not end with the advertisement of the construction documents. The design is an on-going process throughout construction. Because of our familiarity with the site conditions and the intent of the engineering design, we are most qualified to address problems that might arise during construction in a timely and cost-effective manner.

# 8.0 LIMITATIONS

During the early stages of most construction projects, geotechnical issues not addressed in this report may arise. Because of the natural limitations inherent in working with the subsurface, it is not possible for a geotechnical engineer to predict and address all possible problems. An Association of Engineering Firms Practicing in the Geosciences (ASFE) publication, "Important Information about Your Geotechnical Engineering Report" appears in Appendix B, and will help explain the nature of geotechnical issues. Further, we present documents in Appendix B: Constraints and Restrictions, to bring to your attention the potential concerns and the basic limitations of a typical geotechnical report.

# APPENDIX A

UES™

# KEY TO BORING LOGS

## SYMBOLS AND ABBREVIATIONS

| SYMBOL | DESCRIPTION |
|---|---|
| N-Value | No. of Blows of a 140-lb. Weight Falling 30 Inches Required to Drive a Standard Spoon 1 Foot |
| WOR | Weight of Drill Rods |
| WOH | Weight of Drill Rods and Hammer |
|  | Sample from Auger Cuttings |
|  | Standard Penetration Test Sample |
|  | Thin-wall Shelby Tube Sample (Undisturbed Sampler Used) |
| RQD | Rock Quality Designation |
|  | Stabilized Groundwater Level |
|  | Seasonal High Groundwater Level (also referred to as the W.S.W.T.) |
| NE | Not Encountered |
| GNE | Groundwater Not Encountered |
| BT | Boring Terminated |
| -200 (%) | Fines Content or % Passing No. 200 Sieve |
| MC (%) | Moisture Content |
| LL | Liquid Limit (Atterberg Limits Test) |
| PI | Plasticity Index (Atterberg Limits Test) |
| NP | Non-Plastic (Atterberg Limits Test) |
| K | Coefficient of Permeability |
| Org. Cont. | Organic Content |
| G.S. Elevation | Ground Surface Elevation |

## UNIFIED SOIL CLASSIFICATION SYSTEM

| MAJOR DIVISIONS | | | GROUP SYMBOLS | TYPICAL NAMES |
|---|---|---|---|---|
| COARSE GRAINED SOILS More than 50% retained on the No. 200 sieve* | GRAVELS 50% or more of coarse fraction retained on No. 4 sieve | CLEAN GRAVELS | GW | Well-graded gravels and gravel-sand mixtures, little or no fines |
| | | | GP | Poorly graded gravels and gravel-sand mixtures, little or no fines |
| | | GRAVELS WITH FINES | GM | Silty gravels and gravel-sand-silt mixtures |
| | | | GC | Clayey gravels and gravel-sand-clay mixtures |
| | SANDS More than 50% of coarse fraction passes No. 4 sieve | CLEAN SANDS 5% or less passing No. 200 sieve | SW** | Well-graded sands and gravelly sands, little or no fines |
| | | | SP** | Poorly graded sands and gravelly sands, little or no fines |
| | | SANDS with 12% or more passing No. 200 sieve | SM** | Silty sands, sand-silt mixtures |
| | | | SC** | Clayey sands, sand-clay mixtures |
| FINE-GRAINED SIOLS 50% or more passes the No. 200 sieve* | SILTS AND CLAYS Liquid limit 50% or less | | ML | Inorganic silts, very fine sands, rock flour, silty or clayey fine sands |
| | | | CL | Inorganic clays of low to medium plasticity, gravelly clays, sandy clays, lean clays |
| | | | OL | Organic silts and organic silty clays of low plasticity |
| | SILTS AND CLAYS Liquid limit greater than 50% | | MH | Inorganic silts, micaceous or diamicaceous fine sands or silts, elastic silts |
| | | | CH | Inorganic clays or clays of high plasticity, fat clays |
| | | | OH | Organic clays of medium to high plasticity |
| | | | PT | Peat, muck and other highly organic soils |

*Based on the material passing the 3-inch (75 mm) sieve
** Use dual symbol (such as SP-SM and SP-SC) for soils with more than 5% but less than 12% passing the No. 200 sieve

**RELATIVE DENSITY**
(Sands and Gravels)
Very loose – Less than 4 Blow/Foot
Loose – 4 to 10 Blows/Foot
Medium Dense – 11 to 30 Blows/Foot
Dense – 31 to 50 Blows/Foot
Very Dense – More than 50 Blows/Foot

**CONSISTENCY**
(Silts and Clays)
Very Soft – Less than 2 Blows/Foot
Soft – 2 to 4 Blows/Foot
Firm – 5 to 8 Blows/Foot
Stiff – 9 to 15 Blows/Foot
Very Stiff – 16 to 30 Blows/Foot
Hard – More than 30 Blows/Foot

**RELATIVE HARDNESS**
(Limestone)
Soft – 100 Blows for more than 2 Inches
Hard – 100 Blows for less than 2 Inches

## MODIFIERS

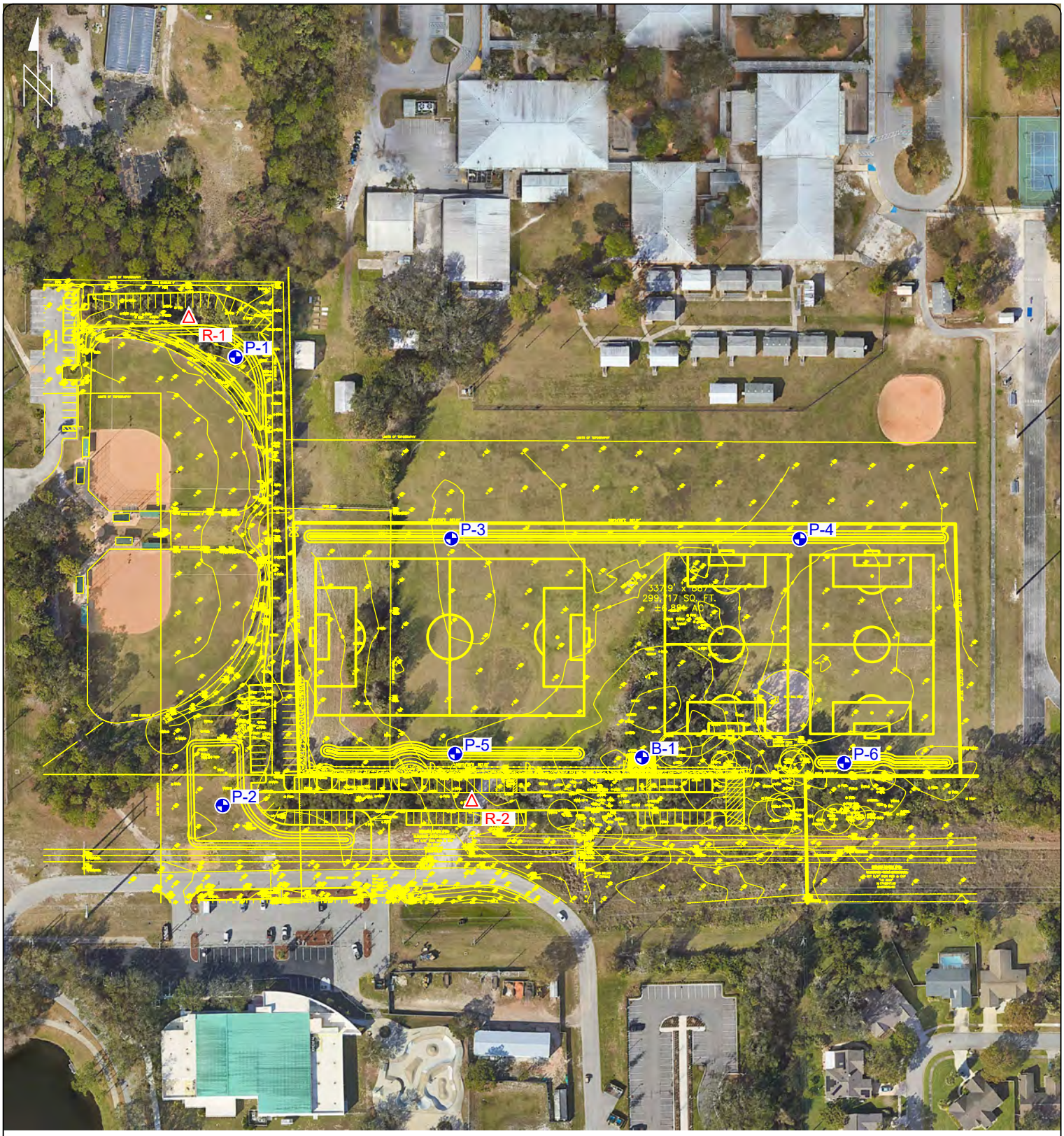
**These modifiers Provide Our Estimate of the Amount of Minor Constituents (Silt or Clay Size Particles) in the Soil Sample**
Trace – 5% or less
With Silt or With Clay – 6% to 11%
Silty or Clayey – 12% to 30%
Very Silty or Very Clayey – 31% to 50%

**These Modifiers Provide Our Estimate of the Amount of Organic Components in the Soil Sample**
Trace – Less than 3%
Few – 3% to 4%
Some – 5% to 8%
Many – Greater than 8%

**These Modifiers Provide Our Estimate of the Amount of Other Components (Shell, Gravel, Etc.) in the Soil Sample**
Trace – 5% or less
Few – 6% to 12%
Some – 13% to 30%
Many – 31% to 50%

# APPENDIX B

UES™




LEGEND

△ APPROXIMATE LOCATION OF AUGER BORING

⊕ APPROXIMATE LOCATION OF STANDARD PENETRATION TEST (SPT) BORING

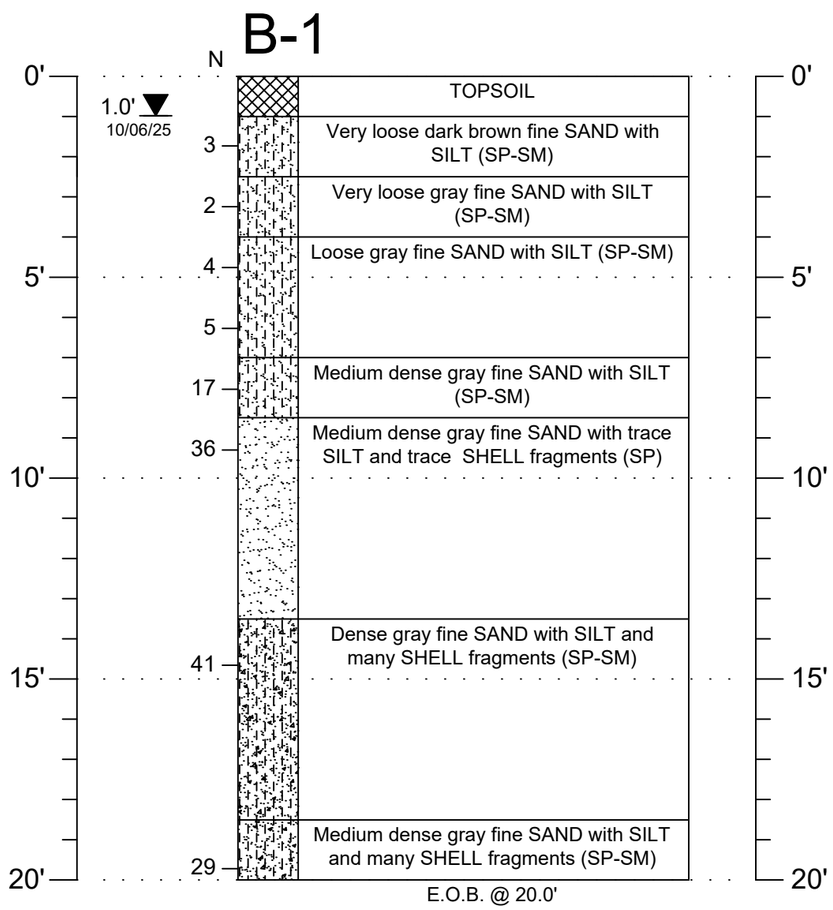
GRAPHIC SCALE

0 90 180

(IN FEET)

1 INCH ≈ 180 ft.

| | | | |
|---|---|---|---|
| UES | TITLE: BORING LOCATION PLAN | | SCALE: 1" ≈ 180' |
| | PROJECT: GEOTECHNICAL EVALUATION<br>CITY CENTER SPORTS COMPLEX EXPANSION<br>PORT ORANGE, FLORIDA | | PAGE/FIG. NO.: A-1 |
| | DRAWN BY: MKL | DATE: 08/19/25 | PROJECT NO.: A25147.01095.000 |
| | CHECKED BY: BP | DATE: 08/19/25 | REPORT NO.: 2154739 |




Fine SAND (SP)

Fine SAND with some to many SHELL fragments (SP)

Fine SAND with SILT (SP-SM)

Topsoil (PT) ... some to many ORGANICS (PT), sometimes DEBRIS

NOTES:

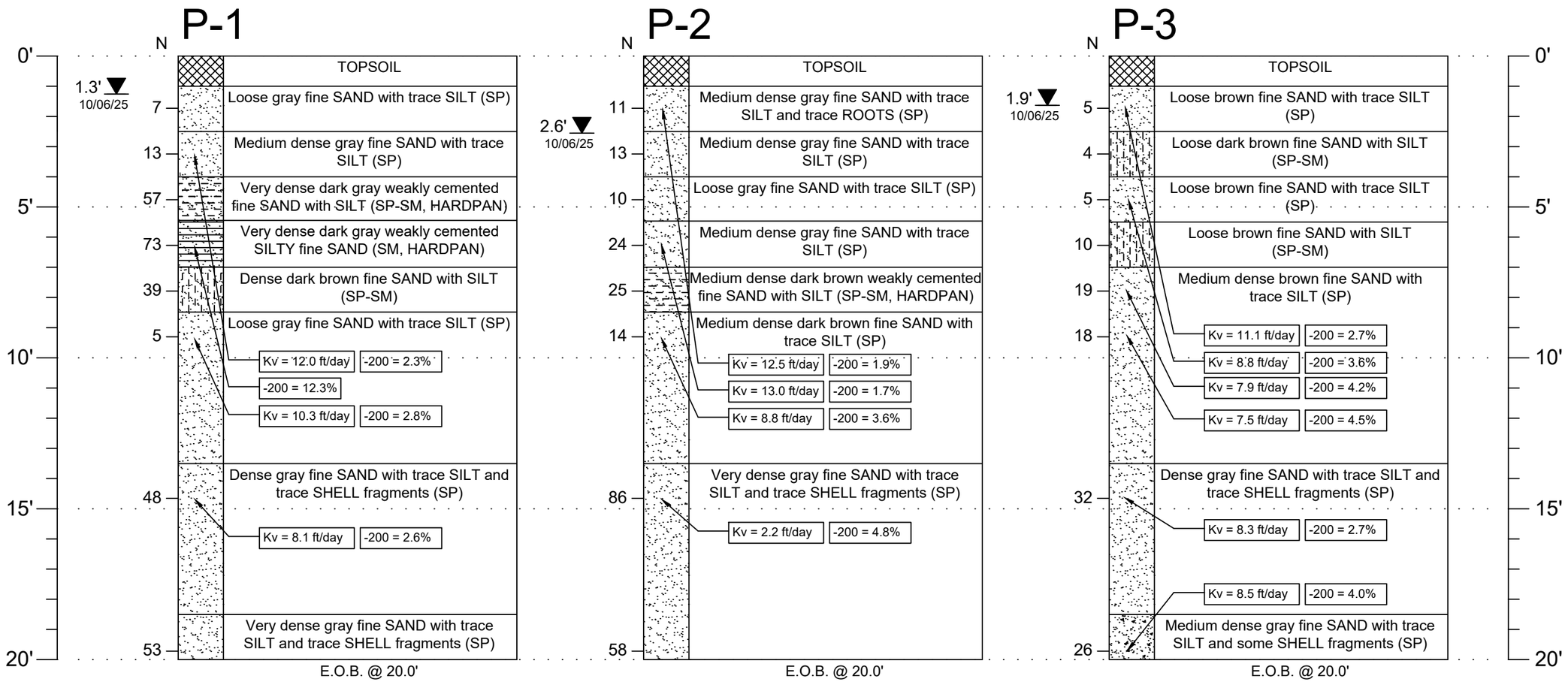
| | |
|---|---|
| ▼ | Measured Groundwater Level 24 (+) Hours Subsequent to Time of Drilling |
| (SP) | Unified Soil Classification System |
| EOB | End of Boring |
| N | Penetr. Resistance, Blows/ft. |
| NE | Groundwater Not Encountered |
| HA | Hand Auger Method |
| WOH | Weight of Hammer |
| Kv | Coefficient of Permeability, (ft/day) |
| -200 | % Passing No. 200 Sieve |

UES

PROJECT:
GEOTECHNICAL EVALUATION
CITY CENTER SPORTS COMPLEX EXPANSION
PORT ORANGE, FLORIDA

TITLE:
SUBSURFACE PROFILE

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| DRAWN BY: | MKL | DATE: | 10/06/25 | PROJECT NO.: | A25147.01095.000 | SCALE: NA (in feet) | PAGE/FIG. NO.: A-2 |
| CHECKED BY: | BP | DATE: | 10/06/25 | REPORT NO.: | 2154739 | | |




Fine SAND (SP)

Fine SAND with some to many SHELL fragments (SP)

Fine SAND with SILT (SP-SM)

Weakly cemented fine SAND with SILT (SP-SM, Hardpan)

Weakly cemented SILTY fine SAND (SM, Hardpan)

Topsoil (PT) ... some to many ORGANICS (PT), sometimes DEBRIS

NOTES:

| | |
|---|---|
| ▼ | Measured Groundwater Level 24 (+) Hours Subsequent to Time of Drilling |
| (SP) | Unified Soil Classification System |
| EOB | End of Boring |
| N | Penetr. Resistance, Blows/ft. |
| NE | Groundwater Not Encountered |
| HA | Hand Auger Method |
| WOH | Weight of Hammer |
| Kv | Coefficient of Permeability, (ft/day) |
| -200 | % Passing No. 200 Sieve |

UES

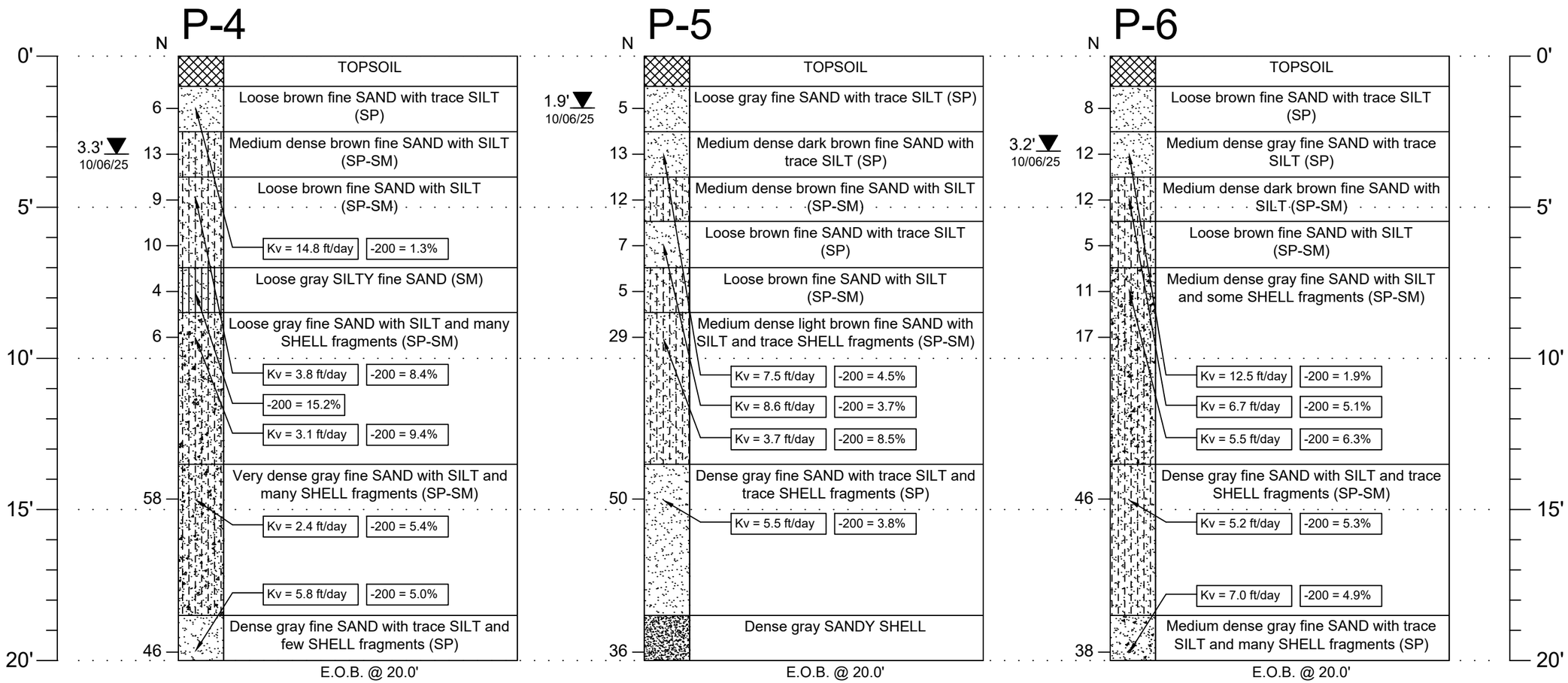
PROJECT:
GEOTECHNICAL EVALUATION
CITY CENTER SPORTS COMPLEX EXPANSION
PORT ORANGE, FLORIDA

TITLE:
SUBSURFACE PROFILE

| | | | | | |
|---|---|---|---|---|---|
| DRAWN BY: | MKL | DATE: | 10/06/25 | PROJECT NO.: | A25147.01095.000 |
| CHECKED BY: | BP | DATE: | 10/06/25 | REPORT NO.: | 2154739 |

SCALE: NA (in feet)

PAGE/FIG. NO.: A-3




Fine SAND (SP)

Fine SAND with some to many SHELL fragments (SP)

SHELL

Fine SAND with SILT (SP-SM)

SILTY fine SAND (SM)

Topsoil (PT) ... some to many ORGANICS (PT), sometimes DEBRIS

NOTES:

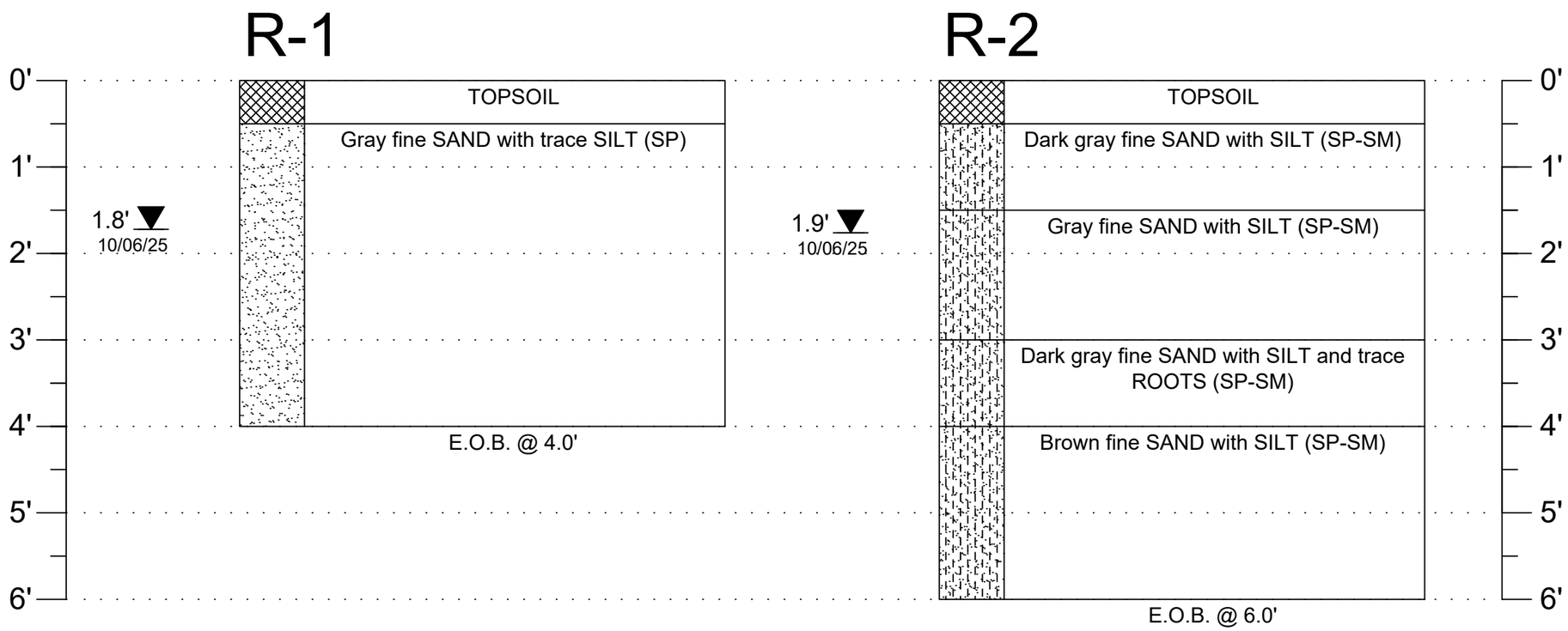
| | |
|---|---|
| ▼ | Measured Groundwater Level 24 (+) Hours Subsequent to Time of Drilling |
| (SP) | Unified Soil Classification System |
| EOB | End of Boring |
| N | Penetr. Resistance, Blows/ft. |
| NE | Groundwater Not Encountered |
| HA | Hand Auger Method |
| WOH | Weight of Hammer |
| Kv | Coefficient of Permeability, (ft/day) |
| -200 | % Passing No. 200 Sieve |

UES

PROJECT:
GEOTECHNICAL EVALUATION
CITY CENTER SPORTS COMPLEX EXPANSION
PORT ORANGE, FLORIDA

TITLE:
SUBSURFACE PROFILE

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| DRAWN BY: | MKL | DATE: | 10/06/25 | PROJECT NO.: | A25147.01095.000 | SCALE: | NA (in feet) |
| CHECKED BY: | BP | DATE: | 10/06/25 | REPORT NO.: | 2154739 | PAGE/FIG. NO.: | A-4 |




Fine SAND (SP)

Fine SAND with SILT (SP-SM)

Topsoil (PT) ... some to many ORGANICS (PT), sometimes DEBRIS

NOTES:

| | |
|---|---|
| ▼ | Measured Groundwater Level 24 (+) Hours Subsequent to Time of Drilling |
| (SP) | Unified Soil Classification System |
| EOB | End of Boring |
| N | Penetr. Resistance, Blows/ft. |
| NE | Groundwater Not Encountered |
| HA | Hand Auger Method |
| WOH | Weight of Hammer |
| Kv | Coefficient of Permeability, (ft/day) |
| -200 | % Passing No. 200 Sieve |

UES™

PROJECT:
GEOTECHNICAL EVALUATION
CITY CENTER SPORTS COMPLEX EXPANSION
PORT ORANGE, FLORIDA

TITLE:
SUBSURFACE PROFILE

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| DRAWN BY: | MKL | DATE: | 10/06/25 | PROJECT NO.: | A25147.01095.000 | SCALE: NA (in feet) | PAGE/FIG. NO.: A-5 |
| CHECKED BY: | BP | DATE: | 10/06/25 | REPORT NO.: | 2154739 | | |

# Important Information about This

# Geotechnical-Engineering Report

**Subsurface problems are a principal cause of construction delays, cost overruns, claims, and disputes.**

**While you cannot eliminate all such risks, you can manage them. The following information is provided to help.**

## Geotechnical Services Are Performed for Specific Purposes, Persons, and Projects

Geotechnical engineers structure their services to meet the specific needs of their clients. A geotechnical-engineering study conducted for a civil engineer may not fulfill the needs of a constructor — a construction contractor — or even another civil engineer. Because each geotechnical- engineering study is unique, each geotechnical-engineering report is unique, prepared *solely* for the client. No one except you should rely on this geotechnical-engineering report without first conferring with the geotechnical engineer who prepared it. *And no one — not even you* — should apply this report for any purpose or project except the one originally contemplated.

## Read the Full Report

Serious problems have occurred because those relying on a geotechnical-engineering report did not read it all. Do not rely on an executive summary. Do not read selected elements only.

## Geotechnical Engineers Base Each Report on a Unique Set of Project-Specific Factors

Geotechnical engineers consider many unique, project-specific factors when establishing the scope of a study. Typical factors include: the client's goals, objectives, and risk-management preferences; the general nature of the structure involved, its size, and configuration; the location of the structure on the site; and other planned or existing site improvements, such as access roads, parking lots, and underground utilities. Unless the geotechnical engineer who conducted the study specifically indicates otherwise, do not rely on a geotechnical-engineering report that was:

- not prepared for you;
- not prepared for your project;
- not prepared for the specific site explored; or
- completed before important project changes were made.

Typical changes that can erode the reliability of an existing geotechnical-engineering report include those that affect:

- the function of the proposed structure, as when it's changed from a parking garage to an office building, or from a light-industrial plant to a refrigerated warehouse;
- the elevation, configuration, location, orientation, or weight of the proposed structure;
- the composition of the design team; or
- project ownership.

As a general rule, *always* inform your geotechnical engineer of project changes—even minor ones—and request an assessment of their impact. *Geotechnical engineers cannot accept responsibility or liability for problems that occur because their reports do not consider developments of which they were not informed.*

## Subsurface Conditions Can Change

A geotechnical-engineering report is based on conditions that existed at the time the geotechnical engineer performed the study. *Do not rely on a geotechnical-engineering report whose adequacy may have been affected by*: the passage of time; man-made events, such as construction on or adjacent to the site; or natural events, such as floods, droughts, earthquakes, or groundwater fluctuations. *Contact the geotechnical engineer before applying this report to determine if it is still reliable.* A minor amount of additional testing or analysis could prevent major problems.

## Most Geotechnical Findings Are Professional Opinions

Site exploration identifies subsurface conditions only at those points where subsurface tests are conducted or samples are taken. Geotechnical engineers review field and laboratory data and then apply their professional judgment to render an opinion about subsurface conditions throughout the site. Actual subsurface conditions may differ — sometimes significantly — from those indicated in your report. Retaining the geotechnical engineer who developed your report to provide geotechnical-construction observation is the most effective method of managing the risks associated with unanticipated conditions.

## A Report's Recommendations Are Not Final

Do not overrely on the confirmation-dependent recommendations included in your report. *Confirmation-dependent recommendations are not final,* because geotechnical engineers develop them principally from judgment and opinion. Geotechnical engineers can finalize their recommendations *only* by observing actual subsurface conditions revealed during construction. *The geotechnical engineer who developed your report cannot assume responsibility or liability for the report's confirmation-dependent recommendations if that engineer does not perform the geotechnical-construction observation required to confirm the recommendations' applicability.*

## A Geotechnical-Engineering Report Is Subject to Misinterpretation

Other design-team members' misinterpretation of geotechnical-engineering reports has resulted in costly

problems. Confront that risk by having your geotechnical engineer confer with appropriate members of the design team after submitting the report. Also retain your geotechnical engineer to review pertinent elements of the design team's plans and specifications. Constructors can also misinterpret a geotechnical-engineering report. Confront that risk by having your geotechnical engineer participate in prebid and preconstruction conferences, and by providing geotechnical construction observation.

## Do Not Redraw the Engineer's Logs

Geotechnical engineers prepare final boring and testing logs based upon their interpretation of field logs and laboratory data. To prevent errors or omissions, the logs included in a geotechnical-engineering report should *never* be redrawn for inclusion in architectural or other design drawings. Only photographic or electronic reproduction is acceptable, *but recognize that separating logs from the report can elevate risk.*

## Give Constructors a Complete Report and Guidance

Some owners and design professionals mistakenly believe they can make constructors liable for unanticipated subsurface conditions by limiting what they provide for bid preparation. To help prevent costly problems, give constructors the complete geotechnical-engineering report, *but* preface it with a clearly written letter of transmittal. In that letter, advise constructors that the report was not prepared for purposes of bid development and that the report's accuracy is limited; encourage them to confer with the geotechnical engineer who prepared the report (a modest fee may be required) and/or to conduct additional study to obtain the specific types of information they need or prefer. A prebid conference can also be valuable. *Be sure constructors have sufficient time* to perform additional study. Only then might you be in a position to give constructors the best information available to you, while requiring them to at least share some of the financial responsibilities stemming from unanticipated conditions.

## Read Responsibility Provisions Closely

Some clients, design professionals, and constructors fail to recognize that geotechnical engineering is far less exact than other engineering disciplines. This lack of understanding has created unrealistic expectations that have led to disappointments, claims, and disputes. To help reduce the risk of such outcomes, geotechnical engineers commonly include a variety of explanatory provisions in their reports. Sometimes labeled "limitations," many of these provisions indicate where geotechnical engineers' responsibilities begin and end, to help others recognize their own responsibilities and risks. *Read these provisions closely.* Ask questions. Your geotechnical engineer should respond fully and frankly.

## Environmental Concerns Are Not Covered

The equipment, techniques, and personnel used to perform an *environmental* study differ significantly from those used to perform a *geotechnical* study. For that reason, a geotechnical-engineering report does not usually relate any environmental findings, conclusions, or recommendations; e.g., about the likelihood of encountering underground storage tanks or regulated contaminants. *Unanticipated environmental problems have led to numerous project failures.* If you have not yet obtained your own environmental information, ask your geotechnical consultant for risk-management guidance. *Do not rely on an environmental report prepared for someone else.*

## Obtain Professional Assistance To Deal with Mold

Diverse strategies can be applied during building design, construction, operation, and maintenance to prevent significant amounts of mold from growing on indoor surfaces. To be effective, all such strategies should be devised for the *express purpose* of mold prevention, integrated into a comprehensive plan, and executed with diligent oversight by a professional mold-prevention consultant. Because just a small amount of water or moisture can lead to the development of severe mold infestations, many mold- prevention strategies focus on keeping building surfaces dry. While groundwater, water infiltration, and similar issues may have been addressed as part of the geotechnical- engineering study whose findings are conveyed in this report, the geotechnical engineer in charge of this project is not a mold prevention consultant; *none of the services performed in connection with the geotechnical engineer's study were designed or conducted for the purpose of mold prevention. Proper implementation of the recommendations conveyed in this report will not of itself be sufficient to prevent mold from growing in or on the structure involved.*

## Rely, on Your GBC-Member Geotechnical Engineer for Additional Assistance

Membership in the Geotechnical Business Council of the Geoprofessional Business Association exposes geotechnical engineers to a wide array of risk-confrontation techniques that can be of genuine benefit for everyone involved with a construction project. Confer with you GBC-Member geotechnical engineer for more information.

GEOTECHNICAL BUSINESS COUNCIL
of the Geoprofessional Business Association

8811 Colesville Road/Suite G106, Silver Spring, MD 20910
Telephone: 301/565-2733 Facsimile: 301/589-2017
e-mail: info@geoprofessional.org www.geoprofessional.org

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# CONSTRAINTS & RESTRICTIONS

The intent of this document is to bring to your attention the potential concerns and the basic limitations of a typical geotechnical report.

## WARRANTY

Universal Engineering Sciences has prepared this report for our client for his exclusive use, in accordance with generally accepted soil and foundation engineering practices, and makes no other warranty either expressed or implied as to the professional advice provided in the report.

## UNANTICIPATED SOIL CONDITIONS

The analysis and recommendations submitted in this report are based upon the data obtained from soil borings performed at the locations indicated on the Boring Location Plan. This report does not reflect any variations which may occur between these borings.

The nature and extent of variations between borings may not become known until excavation begins. If variations appear, we may have to re-evaluate our recommendations after performing on-site observations and noting the characteristics of any variations.

## CHANGED CONDITIONS

We recommend that the specifications for the project require that the contractor immediately notify Universal Engineering Sciences, as well as the owner, when subsurface conditions are encountered that are different from those present in this report.

No claim by the contractor for any conditions differing from those anticipated in the plans, specifications, and those found in this report, should be allowed unless the contractor notifies the owner and Universal Engineering Sciences of such changed conditions. Further, we recommend that all foundation work and site improvements be observed by a representative of Universal Engineering Sciences to monitor field conditions and changes, to verify design assumptions and to evaluate and recommend any appropriate modifications to this report.

## MISINTERPRETATION OF SOIL ENGINEERING REPORT

Universal Engineering Sciences is responsible for the conclusions and opinions contained within this report based upon the data relating only to the specific project and location discussed herein. If the conclusions or recommendations based upon the data presented are made by others, those conclusions or recommendations are not the responsibility of Universal Engineering Sciences.

## CHANGED STRUCTURE OR LOCATION

This report was prepared in order to aid in the evaluation of this project and to assist the architect or engineer in the design of this project. If any changes in the design or location of the structure as outlined in this report are planned, or if any structures are included or added that are not discussed in the report, the conclusions and recommendations contained in this report shall not be considered valid unless the changes are reviewed and the conclusions modified or approved by Universal Engineering Sciences.

## USE OF REPORT BY BIDDERS

Bidders who are examining the report prior to submission of a bid are cautioned that this report was prepared as an aid to the designers of the project and it may affect actual construction operations.

Bidders are urged to make their own soil borings, test pits, test caissons or other investigations to determine those conditions that may affect construction operations. Universal Engineering Sciences cannot be responsible for any interpretations made from this report or the attached boring logs with regard to their adequacy in reflecting subsurface conditions which will affect construction operations.

## STRATA CHANGES

Strata changes are indicated by a definite line on the boring logs which accompany this report. However, the actual change in the ground may be more gradual. Where changes occur between soil samples, the location of the change must necessarily be estimated using all available information and may not be shown at the exact depth.

## OBSERVATIONS DURING DRILLING

Attempts are made to detect and/or identify occurrences during drilling and sampling, such as: water level, boulders, zones of lost circulation, relative ease or resistance to drilling progress, unusual sample recovery, variation of driving resistance, obstructions, etc.; however, lack of mention does not preclude their presence.

## WATER LEVELS

Water level readings have been made in the drill holes during drilling and they indicate normally occurring conditions. Water levels may not have been stabilized at the last reading. This data has been reviewed and interpretations made in this report. However, it must be noted that fluctuations in the level of the groundwater may occur due to variations in rainfall, temperature, tides, and other factors not evident at the time measurements were made and reported. Since the probability of such variations is anticipated, design drawings and specifications should accommodate such possibilities and construction planning should be based upon such assumptions of variations.

## LOCATION OF BURIED OBJECTS

All users of this report are cautioned that there was no requirement for Universal Engineering Sciences to attempt to locate any man-made buried objects during the course of this exploration and that no attempt was made by Universal Engineering Sciences to locate any such buried objects. Universal Engineering Sciences cannot be responsible for any buried man-made objects which are subsequently encountered during construction that are not discussed within the text of this report.

## TIME

This report reflects the soil conditions at the time of exploration. If the report is not used in a reasonable amount of time, significant changes to the site may occur and additional reviews may be required.

UES

**SECTION 31 23 19**
**DEWATERING**

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

B. All material and construction shall comply with all applicable FDOT and OSHA requirements and standards (latest editions).

C. Refer to Geotechnical Report for additional information and requirements for site clearing, fill, pavement, underdrain and other geotechnical components.

D. Contractor required to obtain all required dewatering permits, including but not limited to SJRWMD.

1.2 SUMMARY

A. Section includes construction dewatering.

B. Related Requirements:

1. Section 01 32 33 "Photographic Documentation" for recording preexisting conditions and dewatering system progress.
2. Section 31 20 00 "Earth Moving" for excavating, backfilling, site grading, and controlling surface-water runoff and ponding.

1.3 ALLOWANCES

A. Dewatering observation wells are part of dewatering allowance.

1.4 PREINSTALLATION MEETINGS

A. Preinstallation Conference: Conduct conference at Project site.

1. Verify availability of Installer's personnel, equipment, and facilities needed to make progress and avoid delays.
2. Review condition of site to be dewatered including coordination with temporary erosion-control measures and temporary controls and protections.
3. Review geotechnical report.
4. Review proposed site clearing and excavations.
5. Review existing utilities and subsurface conditions.
6. Review observation and monitoring of dewatering system.

## 1.5 ACTION SUBMITTALS

A. Shop Drawings: For dewatering system, prepared by or under the supervision of a qualified professional engineer.

1. Include plans, elevations, sections, and details.
2. Show arrangement, locations, and details of wells and well points; locations of risers, headers, filters, pumps, power units, and discharge lines; and means of discharge, control of sediment, and disposal of water.
3. Include layouts of piezometers and flow-measuring devices for monitoring performance of dewatering system.
4. Include written plan for dewatering operations including sequence of well and well-point placement coordinated with excavation shoring and bracings and control procedures to be adopted if dewatering problems arise.

## 1.6 INFORMATIONAL SUBMITTALS

A. Qualification Data: For Installer and professional engineer.

B. Field quality-control reports.

C. Existing Conditions: Using photographs or video recordings, show existing conditions of adjacent construction and site improvements that might be misconstrued as damage caused by dewatering operations. Submit before Work begins.

D. Record Drawings: Identify locations and depths of capped wells and well points and other abandoned-in-place dewatering equipment.

## 1.7 QUALITY ASSURANCE

A. Installer Qualifications: An experienced installer that has specialized in design of dewatering systems and dewatering work.

## 1.8 FIELD CONDITIONS

A. Project-Site Information: A geotechnical report has been prepared for this Project and is available for information only. The opinions expressed in this report are those of a geotechnical engineer and represent interpretations of subsoil conditions, tests, and results of analyses conducted by a geotechnical engineer. Owner is not responsible for interpretations or conclusions drawn from this data.

1. Make additional test borings and conduct other exploratory operations necessary for dewatering according to the performance requirements.
2. The geotechnical report is included elsewhere in Project Manual.

B. Survey Work: Engage a qualified land surveyor or professional engineer to survey adjacent existing buildings, structures, and site improvements; establish exact elevations at fixed points to act as benchmarks. Clearly identify benchmarks and record existing elevations.

## PART 2 - PRODUCTS

### 2.1 PERFORMANCE REQUIREMENTS

A. Dewatering Performance: Design, furnish, install, test, operate, monitor, and maintain dewatering system of sufficient scope, size, and capacity to control hydrostatic pressures and to lower, control, remove, and dispose of ground water and permit excavation and construction to proceed on dry, stable subgrades.

1. Design dewatering system, including comprehensive engineering analysis by a qualified professional engineer.
2. Continuously monitor and maintain dewatering operations to ensure erosion control, stability of excavations and constructed slopes, prevention of flooding in excavation, and prevention of damage to subgrades and permanent structures.
3. Prevent surface water from entering excavations by grading, dikes, or other means.
4. Accomplish dewatering without damaging existing buildings, structures, and site improvements adjacent to excavation.
5. Remove dewatering system when no longer required for construction.

B. Regulatory Requirements: Comply with governing EPA notification regulations before beginning dewatering. Comply with water- and debris-disposal regulations of authorities having jurisdiction.

## PART 3 - EXECUTION

### 3.1 PREPARATION

A. Protect structures, utilities, sidewalks, pavements, and other facilities from damage caused by settlement, lateral movement, undermining, washout, and other hazards created by dewatering operations.

1. Prevent surface water and subsurface or ground water from entering excavations, from ponding on prepared subgrades, and from flooding site or surrounding area.
2. Protect subgrades and foundation soils from softening and damage by rain or water accumulation.

B. Install dewatering system to ensure minimum interference with roads, streets, walks, and other adjacent occupied and used facilities.

1. Do not close or obstruct streets, walks, or other adjacent occupied or used facilities without permission from Owner and authorities having jurisdiction. Provide alternate routes around closed or obstructed traffic ways if required by authorities having jurisdiction.

C. Provide temporary grading to facilitate dewatering and control of surface water.

D. Protect and maintain temporary erosion and sedimentation controls, which are specified in Section 31 10 00 "Site Clearing," during dewatering operations.

## 3.2 INSTALLATION

A. Install dewatering system utilizing wells, well points, or similar methods complete with pump equipment, standby power and pumps, filter material gradation, valves, appurtenances, water disposal, and surface-water controls.

1. Space well points or wells at intervals required to provide sufficient dewatering.
2. Use filters or other means to prevent pumping of fine sands or silts from the subsurface.

B. Place dewatering system into operation to lower water to specified levels before excavating below ground-water level.

C. Provide sumps, sedimentation tanks, and other flow-control devices as required by authorities having jurisdiction.

D. Provide standby equipment on-site, installed and available for immediate operation, to maintain dewatering on continuous basis if any part of system becomes inadequate or fails.

## 3.3 OPERATION

A. Operate system continuously until drains, sewers, and structures have been constructed and fill materials have been placed or until dewatering is no longer required.

B. Operate system to lower and control ground water to permit excavation, construction of structures, and placement of fill materials on dry subgrades. Drain water-bearing strata above and below bottom of foundations, drains, sewers, and other excavations.

1. Do not permit open-sump pumping that leads to loss of fines, soil piping, subgrade softening, and slope instability.
2. Reduce hydrostatic head in water-bearing strata below subgrade elevations of foundations, drains, sewers, and other excavations.
3. Maintain piezometric water level a minimum of 36 inches below bottom of excavation.

C. Dispose of water removed by dewatering in a manner that avoids endangering public health, property, and portions of work under construction or completed. Dispose of water and sediment in a manner that avoids inconvenience to others.

D. Remove dewatering system from Project site on completion of dewatering. Plug or fill well holes with sand or cut off and cap wells a minimum of 36 inches below overlying construction.

## 3.4 FIELD QUALITY CONTROL

A. Observation Wells: Provide observation wells or piezometers, take measurements, and maintain at least the minimum number indicated; additional observation wells may be required by authorities having jurisdiction.

1. Observe and record daily elevation of ground water and piezometric water levels in observation wells.
2. Repair or replace, within 24 hours, observation wells that become inactive, damaged, or destroyed. In areas where observation wells are not functioning properly, suspend construction activities until reliable observations can be made. Add or remove water from observation-well risers to demonstrate that observation wells are functioning properly.
3. Fill observation wells, remove piezometers, and fill holes when dewatering is completed.

B. Survey-Work Benchmarks: Resurvey benchmarks regularly during dewatering and maintain an accurate log of surveyed elevations for comparison with original elevations. Promptly notify Architect if changes in elevations occur or if cracks, sags, or other damage is evident in adjacent construction.

C. Provide continual observation to ensure that subsurface soils are not being removed by the dewatering operation.

D. Prepare reports of observations.

## 3.5 PROTECTION

A. Protect and maintain dewatering system during dewatering operations.

B. Promptly repair damages to adjacent facilities caused by dewatering.

END OF SECTION 31 23 19

**SECTION 31 50 00**
**EXCAVATION SUPPORT AND PROTECTION**

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

B. All material and construction shall comply with all applicable FDOT and OSHA requirements and standards (latest editions).

1.2 SUMMARY

A. Section includes temporary excavation support and protection systems.

B. Related Requirements:

1. Section 01 32 33 "Photographic Documentation" for recording preexisting conditions and excavation support and protection system progress.
2. Section 31 20 00 "Earth Moving" for excavating and backfilling and for controlling surface-water runoff and ponding.
3. Section 31 23 19 "Dewatering" for dewatering excavations.

1.3 PREINSTALLATION MEETINGS

A. Preinstallation Conference: Conduct conference at Project site.

1. Review geotechnical report.
2. Review existing utilities and subsurface conditions.
3. Review coordination for interruption, shutoff, capping, and continuation of utility services.
4. Review proposed excavations.
5. Review proposed equipment.
6. Review monitoring of excavation support and protection system.
7. Review coordination with waterproofing.
8. Review abandonment or removal of excavation support and protection system.

1.4 ACTION SUBMITTALS

A. Product Data: For each type of product.

1. Include construction details, material descriptions, performance properties, and dimensions of individual components and profiles, and calculations for excavation support and protection system.

B. Shop Drawings: For excavation support and protection system, prepared by or under the supervision of a qualified professional engineer.

1. Include plans, elevations, sections, and details.

2. Show arrangement, locations, and details of soldier piles, piling, lagging, tiebacks, bracing, and other components of excavation support and protection system according to engineering design.
3. Indicate type and location of waterproofing.
4. Include a written plan for excavation support and protection, including sequence of construction of support and protection coordinated with progress of excavation.

## 1.5 INFORMATIONAL SUBMITTALS

A. Qualification Data: For land surveyor and professional engineer.

B. Contractor Calculations: For excavation support and protection system. Include analysis data signed and sealed by the qualified professional engineer responsible for their preparation.

C. Existing Conditions: Using photographs o video recordings, show existing conditions of adjacent construction and site improvements that might be misconstrued as damage caused by inadequate performance of excavation support and protection systems. Submit before Work begins.

D. Record Drawings: Identify locations and depths of capped utilities, abandoned-in-place support and protection systems, and other subsurface structural, electrical, or mechanical conditions.

## 1.6 FIELD CONDITIONS

A. Interruption of Existing Utilities: Do not interrupt any utility serving facilities occupied by Owner or others unless permitted under the following conditions and then only after arranging to provide temporary utility according to requirements indicated:

1. Notify Owner no fewer than two days in advance of proposed interruption of utility.
2. Do not proceed with interruption of utility without Owner's written permission.

B. Project-Site Information: A geotechnical report has been prepared for this Project and is available for information only. The opinions expressed in this report are those of a geotechnical engineer and represent interpretations of subsoil conditions, tests, and results of analyses conducted by a geotechnical engineer. Owner is not responsible for interpretations or conclusions drawn from the data.

1. Make additional test borings and conduct other exploratory operations necessary for excavation support and protection according to the performance requirements.
2. The geotechnical report is included elsewhere in Project Manual.

C. Survey Work: Engage a qualified land surveyor or professional engineer to survey adjacent existing buildings, structures, and site improvements; establish exact elevations at fixed points to act as benchmarks. Clearly identify benchmarks and record existing elevations.

## PART 2 - PRODUCTS

### 2.1 PERFORMANCE REQUIREMENTS

A. Provide design, monitor, and maintain excavation support and protection system capable of supporting excavation sidewalls and of resisting earth and hydrostatic pressures and superimposed and construction loads.

1. Contractor Design: Design excavation support and protection system, including comprehensive engineering analysis by a qualified professional engineer.
2. Prevent surface water from entering excavations by grading, dikes, or other means.
3. Install excavation support and protection systems without damaging existing buildings, structures, and site improvements adjacent to excavation.
4. Continuously monitor vibrations, settlements, and movements to ensure stability of excavations and constructed slopes and to ensure that damage to permanent structures is prevented.

### 2.2 MATERIALS

A. General: Provide materials that are either new or in serviceable condition.

B. Structural Steel: ASTM A 36/A 36M, ASTM A 690/A 690M, or ASTM A 992/A 992M.

C. Steel Sheet Piling: ASTM A 328/A 328M, ASTM A 572/A 572M, or ASTM A 690/A 690M; with continuous interlocks.

1. Corners: Site-fabricated mechanical interlock

D. Wood Lagging: Lumber, mixed hardwood, nominal rough thickness of size and strength required for application.

E. Shotcrete: Comply with Section 03 37 13 "Shotcrete" for shotcrete materials and mixes, reinforcement, and shotcrete application.

F. Cast-in-Place Concrete: ACI 301, of compressive strength required for application.

G. Reinforcing Bars: ASTM A 615/A 615M, Grade 60, deformed.

H. Tiebacks: Steel bars, ASTM A 722/A 722M.

I. Tiebacks: Steel strand, ASTM A 416/A 416M.

## PART 3 - EXECUTION

### 3.1 PREPARATION

A. Protect structures, utilities, sidewalks, pavements, and other facilities from damage caused by settlement, lateral movement, undermining, washout, and other hazards that could develop during excavation support and protection system operations.

1. Shore, support, and protect utilities encountered.

B. Install excavation support and protection systems to ensure minimum interference with roads, streets, walks, and other adjacent occupied and used facilities.

1. Do not close or obstruct streets, walks, or other adjacent occupied or used facilities without permission from Owner and authorities having jurisdiction. Provide alternate routes around closed or obstructed traffic ways if required by authorities having jurisdiction.

C. Locate excavation support and protection systems clear of permanent construction so that construction and finishing of other work is not impeded.

## 3.2 SOLDIER PILES AND LAGGING

A. Install steel soldier piles before starting excavation. Extend soldier piles below excavation grade level to depths adequate to prevent lateral movement. Space soldier piles at regular intervals not to exceed allowable flexural strength of wood lagging. Accurately align exposed faces of flanges to vary not more than 2 inches from a horizontal line and not more than 1:120 out of vertical alignment.

B. Install wood lagging within flanges of soldier piles as excavation proceeds. Trim excavation as required to install lagging. Fill voids behind lagging with soil, and compact.

C. Install wales horizontally at locations indicated on Drawings and secure to soldier piles.

## 3.3 SHEET PILING

A. Before starting excavation, install one-piece sheet piling lengths and tightly interlock vertical edges to form a continuous barrier.

B. Accurately place the piling, using templates and guide frames unless otherwise recommended in writing by the sheet piling manufacturer. Limit vertical offset of adjacent sheet piling to 60 inches. Accurately align exposed faces of sheet piling to vary not more than 2 inches from a horizontal line and not more than 1:120 out of vertical alignment.

C. Cut tops of sheet piling to uniform elevation at top of excavation.

## 3.4 TIEBACKS

A. Drill, install, grout, and tension tiebacks.

B. Test load-carrying capacity of each tieback and replace and retest deficient tiebacks.

1. Have test loading observed by a qualified professional engineer responsible for design of excavation support and protection system.

C. Maintain tiebacks in place until permanent construction is able to withstand lateral earth and hydrostatic pressures.

## 3.5 BRACING

A. Bracing: Locate bracing to clear columns, floor framing construction, and other permanent work. If necessary to move brace, install new bracing before removing original brace.

1. Do not place bracing where it will be cast into or included in permanent concrete work unless otherwise approved by Architect.
2. Install internal bracing if required to prevent spreading or distortion of braced frames.
3. Maintain bracing until structural elements are supported by other bracing or until permanent construction is able to withstand lateral earth and hydrostatic pressures.

## 3.6 FIELD QUALITY CONTROL

A. Survey-Work Benchmarks: Resurvey benchmarks regularly during installation of excavation support and protection systems, excavation progress, and for as long as excavation remains open. Maintain an accurate log of surveyed elevations and positions for comparison with original elevations and positions. Promptly notify Architect if changes in elevations or positions occur or if cracks, sags, or other damage is evident in adjacent construction.

B. Promptly correct detected bulges, breakage, or other evidence of movement to ensure that excavation support and protection system remains stable.

C. Promptly repair damages to adjacent facilities caused by installation or faulty performance of excavation support and protection systems.

## 3.7 REMOVAL AND REPAIRS

A. Remove excavation support and protection systems when construction has progressed sufficiently to support excavation and earth and hydrostatic pressures. Remove in stages to avoid disturbing underlying soils and rock or damaging structures, pavements, facilities, and utilities.

1. Remove excavation support and protection systems to a minimum depth of 48 inches below overlying construction and abandon remainder.
2. Fill voids immediately with approved backfill compacted to density specified in Section 31 20 00 "Earth Moving."
3. Repair or replace, as approved by Architect, adjacent work damaged or displaced by removing excavation support and protection systems.

B. Leave excavation support and protection systems permanently in place.

END OF SECTION 31 50 00

# SECTION 313116
# TERMITE CONTROL

## PART 1 GENERAL

### 1.01 SECTION INCLUDES

A. Chemical soil treatment.

### 1.02 REFERENCE STANDARDS

A. Title 7, United States Code, 136 through 136y - Federal Insecticide, Fungicide and Rodenticide Act; 2006.

### 1.03 QUALITY ASSURANCE

A. Installer Qualifications: Company specializing in performing this type of work and:
   1. Having minimum of 2 years documented experience.
   2. Approved by manufacturer of treatment materials.
   3. Licensed in Florida.

### 1.04 REGULATORY REQUIREMENTS

A. Conform to applicable code for requirements for application, and comply with EPA regulations.

B. Provide certificate of compliance from authority having jurisdiction indicating approval of toxicants.

### 1.05 SEQUENCING

A. Apply toxicant immediately prior to installation of vapor barrier under slabs-on-grade.

### 1.06 WARRANTY

A. See Section 017800 - Closeout Submittals, for additional warranty requirements.

B. Provide five year installer's warranty against damage to building caused by termites.
   1. Include coverage for repairs to building and to contents damaged due to building damage. Repair damage and, if required, re-treat.

## PART 2 PRODUCTS

### 2.01 MATERIALS

A. Manufacturers:
   1. Syngenta Professional Products; Product DemonMax: or equal www.syngentaprofessionalproducts.com.
   2. Substitutions: See Section 016000 - Product Requirements.

B. Toxicant Chemical: EPA approved; synthetically color dyed to permit visual identification of treated soil.

### 2.02 MIXES

A. Mix toxicant to manufacturer's instructions.

## PART 3 EXECUTION

### 3.01 EXAMINATION

A. Verify that soil surfaces are sufficiently dry to absorb toxicant, and ready to receive treatment.

B. Verify final grading is complete.

### 3.02 APPLICATION

A. Comply with requirements of U.S. EPA and applicable State and local codes.

B. Spray apply toxicant in accordance with manufacturer's instructions.

C. Apply toxicant at following locations:
   1. Under Slabs-on-Grade.
   2. At Both Sides of Foundation Surface.

D. Under slabs, apply toxicant immediately prior to installation of vapor barrier.

E. At foundation walls, apply toxicant immediately prior to finish grading work outside foundations.

F. Apply extra treatment to structure penetration surfaces such as pipe or ducts, and soil penetrations such as grounding rods or posts.

G. Re-treat disturbed treated soil with same toxicant as original treatment.

H. If inspection or testing identifies the presence of termites, re-treat soil and re-test.

**3.03 PROTECTION**

A. Do not permit soil grading over treated work.

**END OF SECTION**

**SECTION 32 12 16**
**ASPHALT PAVING**

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

B. All material and construction shall comply with all applicable FDOT and OSHA requirements and standards (latest editions).

C. Refer to Geotechnical Report for additional information and requirements for site clearing, fill, pavement, underdrain and other geotechnical components.

1.2 SUMMARY

A. Section Includes:

1. Cold milling of existing asphalt pavement.
2. Hot-mix asphalt patching.
3. Hot-mix asphalt paving.
4. Hot-mix asphalt overlay.
5. Asphalt curbs.
6. Asphalt traffic-calming devices.
7. Asphalt surface treatments.

B. Related Requirements:

1. Section 02 41 16 "Structure Demolition" and Section 02 41 19 "Selective Demolition" for demolition and removal of existing asphalt pavement.
2. Section 31 20 00 "Earth Moving" for subgrade preparation, fill material, unbound-aggregate subbase and base courses, and aggregate pavement shoulders.

1.3 UNIT PRICES

A. Work of this Section is affected by Insert name of unit price.

1.4 PREINSTALLATION MEETINGS

A. Preinstallation Conference: Conduct conference at Project site.

1. Review methods and procedures related to hot-mix asphalt paving including, but not limited to, the following:

a. Review proposed sources of paving materials, including capabilities and location of plant that will manufacture hot-mix asphalt.

b. Review requirements for protecting paving work, including restriction of traffic during installation period and for remainder of construction period.

## 1.5 ACTION SUBMITTALS

A. Product Data: For each type of product.

1. Include technical data and tested physical and performance properties.
2. Job-Mix Designs: Certification, by authorities having jurisdiction, of approval of each job mix proposed for the Work.
3. Job-Mix Designs: For each job mix proposed for the Work.

B. LEED Submittals:

1. Product Data for Credit MR 4: For products having recycled content, documentation indicating percentages by weight of postconsumer and preconsumer recycled content. Include statement indicating cost for each product having recycled content.

## 1.6 INFORMATIONAL SUBMITTALS

A. Qualification Data: For manufacturer and testing agency.

B. Material Certificates: For each paving material. Include statement that mixes containing recycled materials will perform equal to mixes produced from all new materials.

C. Material Test Reports: For each paving material, by a qualified testing agency.

D. Field quality-control reports.

## 1.7 QUALITY ASSURANCE

A. Manufacturer Qualifications: A paving-mix manufacturer registered with and approved by authorities having jurisdiction or the DOT of state in which Project is located.

B. Testing Agency Qualifications: Qualified according to ASTM D 3666 for testing indicated.

C. Regulatory Requirements: Comply with materials, workmanship, and other applicable requirements of FDOT for asphalt paving work.

1. Measurement and payment provisions and safety program submittals included in standard specifications do not apply to this Section.

## 1.8 FIELD CONDITIONS

A. Environmental Limitations: Do not apply asphalt materials if subgrade is wet or excessively damp, if rain is imminent or expected before time required for adequate cure, or if the following conditions are not met:

1. Prime Coat: Minimum surface temperature of 60 deg F.
2. Tack Coat: Minimum surface temperature of 60 deg F.

3. Slurry Coat: Comply with weather limitations in ASTM D 3910.
4. Asphalt Base Course: Minimum surface temperature of 40 deg F and rising at time of placement.
5. Asphalt Surface Course: Minimum surface temperature of 60 deg F at time of placement.

PART 2 - PRODUCTS

2.1 AGGREGATES

A. General: Use materials and gradations that have performed satisfactorily in previous installations.

B. Coarse Aggregate: ASTM D 692/D 692M, sound; angular crushed stone, crushed gravel, or cured, crushed blast-furnace slag.

C. Fine Aggregate: ASTM D 1073 or AASHTO M 29, sharp-edged natural sand or sand prepared from stone, gravel, cured blast-furnace slag, or combinations thereof.

1. For hot-mix asphalt, limit natural sand to a maximum of 20 percent by weight of the total aggregate mass.

D. Mineral Filler: ASTM D 242/D 242M or AASHTO M 17, rock or slag dust, hydraulic cement, or other inert material.

2.2 ASPHALT MATERIALS

A. Asphalt Binder: AASHTO M 320, PG 64-22 PG 58-28 PG 70-22 <Insert performance grade>.

B. Asphalt Cement: ASTM D 3381/D 3381M for viscosity-graded material ASTM D 946/D 946M for penetration-graded material.

C. Cutback Prime Coat: ASTM D 2027, medium-curing cutback asphalt, MC-30 or MC-70 MC-250.

D. Emulsified Asphalt Prime Coat: ASTM D 977 or AASHTO M 140 emulsified asphalt, or ASTM D 2397 or AASHTO M 208 cationic emulsified asphalt, slow setting, diluted in water, of suitable grade and consistency for application.

E. Tack Coat: ASTM D 977 or AASHTO M 140 emulsified asphalt, or ASTM D 2397 or AASHTO M 208 cationic emulsified asphalt, slow setting, diluted in water, of suitable grade and consistency for application.

F. Fog Seal: ASTM D 977 or AASHTO M 140 emulsified asphalt, or ASTM D 2397 or AASHTO M 208 cationic emulsified asphalt, slow setting, factory diluted in water, of suitable grade and consistency for application.

G. Water: Potable.

H. Undersealing Asphalt: ASTM D 3141/D 3141M; pumping consistency.

2.3 AUXILIARY MATERIALS

A. Recycled Materials for Hot-Mix Asphalt Mixes: Reclaimed asphalt pavement; reclaimed, unbound-aggregate base material; and recycled tires asphalt shingles or glass from sources and gradations that have performed satisfactorily in previous installations, equal to performance of required hot-mix asphalt paving produced from all new materials.

B. Herbicide: Commercial chemical for weed control, registered by the EPA, and not classified as "restricted use" for locations and conditions of application. Provide in granular, liquid, or wettable powder form.

C. Sand: ASTM D 1073 or AASHTO M 29, Grade No. 2 or No. 3.

D. Joint Sealant: ASTM D 6690 or AASHTO M 324, Type I Type II or III Type IV, hot-applied, single-component, polymer-modified bituminous sealant.

2.4 MIXES

A. Recycled Content of Hot-Mix Asphalt: To meet FDOT Requirements

1. Surface Course Limit: Recycled content no more than 10 percent by weight.

B. Hot-Mix Asphalt: Dense-graded, hot-laid, hot-mix asphalt plant mixes approved by authorities having jurisdiction ; designed according to procedures in AI MS-2, "Mix Design Methods for Asphalt Concrete and Other Hot-Mix Types"; and complying with the following requirements:

1. FDOT Requirements

C. Emulsified-Asphalt Slurry: ASTM D 3910, and FDOT Requirements

PART 3 - EXECUTION

3.1 EXAMINATION

A. Verify that subgrade is dry and in suitable condition to begin paving.

B. Proof-roll subgrade below pavements with heavy pneumatic-tired equipment to identify soft pockets and areas of excess yielding. Do not proof-roll wet or saturated subgrades.

1. Completely proof-roll subgrade in one direction, repeating proof-rolling in direction perpendicular to first direction. Limit vehicle speed to 3 mph.
2. Proof roll with a loaded 10-wheel, tandem-axle dump truck weighing not less than 15 tons.
3. Excavate soft spots, unsatisfactory soils, and areas of excessive pumping or rutting, as determined by Architect, and replace with compacted backfill or fill as directed.

C. Proceed with paving only after unsatisfactory conditions have been corrected.

## 3.2 COLD MILLING

A. Clean existing pavement surface of loose and deleterious material immediately before cold milling. Remove existing asphalt pavement by cold milling to grades and cross sections indicated.

1. Mill to a depth of 1-1/2 inches
2. Mill to a uniform finished surface free of excessive gouges, grooves, and ridges.
3. Control rate of milling to prevent tearing of existing asphalt course.
4. Repair or replace curbs, manholes, and other construction damaged during cold milling.
5. Excavate and trim unbound-aggregate base course, if encountered, and keep material separate from milled hot-mix asphalt.
6. Patch surface depressions deeper than 1 inch after milling, before wearing course is laid.
7. Handle milled asphalt material according to approved waste management plan required in Section 01 74 19 "Construction Waste Management and Disposal."
8. Keep milled pavement surface free of loose material and dust.
9. Do not allow milled materials to accumulate on-site.

## 3.3 PATCHING

A. Asphalt Pavement: Saw cut perimeter of patch and excavate existing pavement section to sound base. Excavate rectangular or trapezoidal patches, extending 12 inches into perimeter of adjacent sound pavement, unless otherwise indicated. Cut excavation faces vertically. Remove excavated material. Recompact existing unbound-aggregate base course to form new subgrade.

B. Portland Cement Concrete Pavement: Break cracked slabs and roll as required to reseat concrete pieces firmly.

1. Pump hot undersealing asphalt under rocking slab until slab is stabilized or, if necessary, crack slab into pieces and roll to reseat pieces firmly.
2. Remove disintegrated or badly cracked pavement. Excavate rectangular or trapezoidal patches, extending into perimeter of adjacent sound pavement, unless otherwise indicated. Cut excavation faces vertically. Recompact existing unbound-aggregate base course to form new subgrade.

C. Tack Coat: Before placing patch material, apply tack coat uniformly to vertical asphalt surfaces abutting the patch. Apply at a rate of 0.05 to 0.15 gal./sq. yd.

1. Allow tack coat to cure undisturbed before applying hot-mix asphalt paving.
2. Avoid smearing or staining adjoining surfaces, appurtenances, and surroundings. Remove spillages and clean affected surfaces.

D. Placing Patch Material: Fill excavated pavement areas with hot-mix asphalt base mix for full thickness of patch and, while still hot, compact flush with adjacent surface.

E. Placing Patch Material: Partially fill excavated pavements with hot-mix asphalt base mix and, while still hot, compact. Cover asphalt base course with compacted, hot-mix surface layer finished flush with adjacent surfaces.

## 3.4 REPAIRS

A. Leveling Course: Install and compact leveling course consisting of hot-mix asphalt surface course to level sags and fill depressions deeper than 1 inch in existing pavements.

1. Install leveling wedges in compacted lifts not exceeding 3 inches thick.

B. Crack and Joint Filling: Remove existing joint filler material from cracks or joints to a depth of 1/4 inch.

1. Clean cracks and joints in existing hot-mix asphalt pavement.
2. Use emulsified-asphalt slurry to seal cracks and joints less than 1/4 inch wide. Fill flush with surface of existing pavement and remove excess.
3. Use hot-applied joint sealant to seal cracks and joints more than 1/4 inch wide. Fill flush with surface of existing pavement and remove excess.

## 3.5 SURFACE PREPARATION

A. General: Immediately before placing asphalt materials, remove loose and deleterious material from substrate surfaces. Ensure that prepared subgrade is ready to receive paving.

B. Herbicide Treatment: Apply herbicide according to manufacturer's recommended rates and written application instructions. Apply to dry, prepared subgrade or surface of compacted-aggregate base before applying paving materials.

1. Mix herbicide with prime coat if formulated by manufacturer for that purpose.

C. Cutback Prime Coat: Apply uniformly over surface of compacted unbound-aggregate base course at a rate of 0.15 to 0.50 gal./sq. yd. . Apply enough material to penetrate and seal, but not flood, surface. Allow prime coat to cure.

1. If prime coat is not entirely absorbed within 24 hours after application, spread sand over surface to blot excess asphalt. Use enough sand to prevent pickup under traffic. Remove loose sand by sweeping before pavement is placed and after volatiles have evaporated.
2. Protect primed substrate from damage until ready to receive paving.

D. Emulsified Asphalt Prime Coat: Apply uniformly over surface of compacted unbound-aggregate base course at a rate of 0.10 to 0.30 gal./sq. yd. per inch depth. Apply enough material to penetrate and seal, but not flood, surface. Allow prime coat to cure.

1. If prime coat is not entirely absorbed within 24 hours after application, spread sand over surface to blot excess asphalt. Use enough sand to prevent pickup under traffic. Remove loose sand by sweeping before pavement is placed and after volatiles have evaporated.
2. Protect primed substrate from damage until ready to receive paving.

E. Tack Coat: Apply uniformly to surfaces of existing pavement at a rate of 0.05 to 0.15 gal./sq. yd.

1. Allow tack coat to cure undisturbed before applying hot-mix asphalt paving.
2. Avoid smearing or staining adjoining surfaces, appurtenances, and surroundings. Remove spillages and clean affected surfaces..

## 3.6 PLACING HOT-MIX ASPHALT

A. Machine place hot-mix asphalt on prepared surface, spread uniformly, and strike off. Place asphalt mix by hand in areas inaccessible to equipment in a manner that prevents segregation of mix. Place each course to required grade, cross section, and thickness when compacted.

1. Place hot-mix asphalt base course in number of lifts and thicknesses indicated.
2. Place hot-mix asphalt surface course in single lift.
3. Spread mix at a minimum temperature of 250 deg F.
4. Begin applying mix along centerline of crown for crowned sections and on high side of one-way slopes unless otherwise indicated.
5. Regulate paver machine speed to obtain smooth, continuous surface free of pulls and tears in asphalt-paving mat.

B. Place paving in consecutive strips not less than 10 feet wide unless infill edge strips of a lesser width are required.

1. After first strip has been placed and rolled, place succeeding strips and extend rolling to overlap previous strips. Overlap mix placement about 1 to 1-1/2 inches from strip to strip to ensure proper compaction of mix along longitudinal joints.
2. Complete a section of asphalt base course before placing asphalt surface course.

C. Promptly correct surface irregularities in paving course behind paver. Use suitable hand tools to remove excess material forming high spots. Fill depressions with hot-mix asphalt to prevent segregation of mix; use suitable hand tools to smooth surface.

## 3.7 JOINTS

A. Construct joints to ensure a continuous bond between adjoining paving sections. Construct joints free of depressions, with same texture and smoothness as other sections of hot-mix asphalt course.

1. Clean contact surfaces and apply tack coat to joints.
2. Offset longitudinal joints, in successive courses, a minimum of 6 inches.
3. Offset transverse joints, in successive courses, a minimum of 24 inches.
4. Construct transverse joints at each point where paver ends a day's work and resumes work at a subsequent time. Construct these joints using either "bulkhead" or "papered" method according to AI MS-22, for both "Ending a Lane" and "Resumption of Paving Operations." as shown on Drawings. Compact joints as soon as hot-mix asphalt will bear roller weight without excessive displacement.
5. Compact asphalt at joints to a density within 2 percent of specified course density.

## 3.8 COMPACTION

A. General: Begin compaction as soon as placed hot-mix paving will bear roller weight without excessive displacement. Compact hot-mix paving with hot, hand tampers or with vibratory-plate compactors in areas inaccessible to rollers.

1. Complete compaction before mix temperature cools to 185 deg F.

B. Breakdown Rolling: Complete breakdown or initial rolling immediately after rolling joints and outside edge. Examine surface immediately after breakdown rolling for indicated crown, grade, and smoothness. Correct laydown and rolling operations to comply with requirements.

C. Intermediate Rolling: Begin intermediate rolling immediately after breakdown rolling while hot-mix asphalt is still hot enough to achieve specified density. Continue rolling until hot-mix asphalt course has been uniformly compacted to the following density:

1. Average Density: 96 percent of reference laboratory density according to ASTM D 6927 or AASHTO T 245 , but not less than 94 percent or greater than 100 percent.
2. Average Density: 92 percent of reference maximum theoretical density according to ASTM D 2041, but not less than 90 percent or greater than 96 percent.

D. Finish Rolling: Finish roll paved surfaces to remove roller marks while hot-mix asphalt is still warm.

E. Edge Shaping: While surface is being compacted and finished, trim edges of pavement to proper alignment. Bevel edges while asphalt is still hot; compact thoroughly.

F. Repairs: Remove paved areas that are defective or contaminated with foreign materials and replace with fresh, hot-mix asphalt. Compact by rolling to specified density and surface smoothness.

G. Protection: After final rolling, do not permit vehicular traffic on pavement until it has cooled and hardened.

H. Erect barricades to protect paving from traffic until mixture has cooled enough not to become marked.

## 3.9 ASPHALT CURBS

A. Construct hot-mix asphalt curbs over compacted pavement surfaces. Apply a light tack coat unless pavement surface is still tacky and free from dust. Spread mix at a minimum temperature of 250 deg F.

1. Asphalt Mix: Same as pavement surface-course mix.

B. Place hot-mix asphalt to curb cross section indicated or, if not indicated, to local standard shapes, by machine or by hand in wood or metal forms. Tamp hand-placed materials and screed to smooth finish. Remove forms after hot-mix asphalt has cooled.

## 3.10 ASPHALT TRAFFIC-CALMING DEVICES

A. Construct hot-mix asphalt speed bumps humps cushions and tables over compacted pavement surfaces. Apply a tack coat unless pavement surface is still tacky and free from dust. Spread mix at a minimum temperature of 250 deg F.

1. Tack Coat Application: Apply uniformly to surfaces of existing pavement at a rate of 0.05 to 0.15 gal./sq. yd. Revise "Asphalt Mix" Subparagraph below to insert designations of state or local DOT if mixes are different.
2. Asphalt Mix: Same as pavement surface-course mix.

3. Before installation, mill pavement that will be in contact with bottom of traffic-calming device. Mill to a depth of 1 inch from top of pavement to a clean, rough profile.

B. Place and compact hot-mix asphalt to cross section indicated, by machine or by hand in wood or metal forms. Tamp hand-placed materials and screed to smooth finish. Remove forms after hot-mix asphalt has cooled.

## 3.11 INSTALLATION TOLERANCES

A. Pavement Thickness: Compact each course to produce the thickness indicated within the following tolerances:

1. Base Course: Plus or minus 1/2 inch.
2. Surface Course: Plus 1/4 inch, no minus.

B. Pavement Surface Smoothness: Compact each course to produce a surface smoothness within the following tolerances as determined by using a 10-foot straightedge applied transversely or longitudinally to paved areas:

1. Base Course: 1/4 inch
2. Surface Course: 1/8 inch
3. Crowned Surfaces: Test with crowned template centered and at right angle to crown. Maximum allowable variance from template is 1/4 inch.

C. Asphalt Traffic-Calming Devices: Compact and form asphalt to produce the contour indicated and within a tolerance of plus or minus 1/8 inch of height indicated above pavement surface.

## 3.12 SURFACE TREATMENTS

A. Fog Seals: Apply fog seal at a rate of 0.10 to 0.15 gal./sq. yd. to existing asphalt pavement and allow to cure. With fine sand, lightly dust areas receiving excess fog seal.

B. Slurry Seals: Apply slurry coat in a uniform thickness according to ASTM D 3910 and allow to cure.

1. Roll slurry seal to remove ridges and provide a uniform, smooth surface.

## 3.13 FIELD QUALITY CONTROL

A. Testing Agency: Owner will engage a qualified testing agency to perform tests and inspections.

B. Thickness: In-place compacted thickness of hot-mix asphalt courses will be determined according to ASTM D 3549.

C. Surface Smoothness: Finished surface of each hot-mix asphalt course will be tested for compliance with smoothness tolerances.

D. Asphalt Traffic-Calming Devices: Finished height of traffic-calming devices above pavement will be measured for compliance with tolerances.

E. In-Place Density: Testing agency will take samples of uncompacted paving mixtures and compacted pavement according to ASTM D 979 or AASHTO T 168 .

1. Reference maximum theoretical density will be determined by averaging results from four samples of hot-mix asphalt-paving mixture delivered daily to site, prepared according to ASTM D 2041, and compacted according to job-mix specifications.
2. In-place density of compacted pavement will be determined by testing core samples according to ASTM D 1188 or ASTM D 2726.

    a. One core sample will be taken for every 1000 sq. yd. or less of installed pavement, with no fewer than three cores taken.
    b. Field density of in-place compacted pavement may also be determined by nuclear method according to ASTM D 2950 and correlated with ASTM D 1188 or ASTM D 2726.

F. Replace and compact hot-mix asphalt where core tests were taken.

G. Remove and replace or install additional hot-mix asphalt where test results or measurements indicate that it does not comply with specified requirements.

## 3.14 WASTE HANDLING

A. General: Handle asphalt-paving waste according to approved waste management plan required in Section 01 74 19 "Construction Waste Management and Disposal."

END OF SECTION 32 12 16

**SECTION 32 13 13**
**CONCRETE PAVING**

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

B. All material and construction shall comply with all applicable FDOT and OSHA requirements and standards (latest editions).

C. Refer to Geotechnical Report for additional information and requirements for site clearing, fill, pavement, underdrain and other geotechnical components.

1.2 SUMMARY

A. Section Includes Concrete Paving, Including the Following:

1. Driveways.
2. Roadways.
3. Parking lots.
4. Curbs and gutters.
5. Walks.

B. Related Requirements:

1. Section 03 30 00 "Cast-in-Place Concrete" for general building applications of concrete.

1.3 DEFINITIONS

A. Cementitious Materials: Portland cement alone or in combination with one or more of blended hydraulic cement, fly ash, slag cement, and other pozzolans.

B. W/C Ratio: The ratio by weight of water to cementitious materials.

1.4 PREINSTALLATION MEETINGS

A. Preinstallation Conference: Conduct conference at Project site.

1. Review methods and procedures related to concrete paving, including but not limited to, the following:

a. Concrete mixture design.
b. Quality control of concrete materials and concrete paving construction practices.

2. Require representatives of each entity directly concerned with concrete paving to attend, including the following:

a. Contractor's superintendent.
b. Independent testing agency responsible for concrete design mixtures.
c. Ready-mix concrete manufacturer.
d. Concrete paving Subcontractor.
e. Manufacturer's representative of stamped concrete paving system used for stamped detectable warnings.

## 1.5 ACTION SUBMITTALS

A. Product Data: For each type of product.

B. LEED Submittals:

1. Laboratory Test Reports for Credit SS 7.1: For concrete paving mixtures, documentation indicating that cured concrete complies with requirement for Solar Reflectance Index.
2. Product Certificates for Credit MR 5: For products and materials required to comply with requirements for regional materials, certificates indicating location of material manufacturer and point of extraction, harvest, or recovery for each raw material. Include statement indicating distance to Project, cost for each regional material, and fraction by weight that is considered regional.
3. Design Mixtures for Credit ID 1: For each concrete mixture containing fly ash as a replacement for Portland cement or other Portland cement replacements. For each design mixture submitted, include an equivalent concrete mixture that does not contain Portland cement replacements, to determine amount of Portland cement replaced.

C. Samples for Initial Selection: For each type of product, ingredient, or admixture requiring color selection.

D. Samples for Verification: For each type of product or exposed finish, prepared as Samples of size indicated below:

1. Exposed Aggregate: 10-lb Sample of each mix.

E. Design Mixtures: For each concrete paving mixture. Include alternate design mixtures when characteristics of materials, Project conditions, weather, test results, or other circumstances warrant adjustments.

## 1.6 INFORMATIONAL SUBMITTALS

A. Qualification Data: For qualified Installer of stamped detectable warnings ready-mix concrete manufacturer and testing agency.

B. Material Certificates: For the following, from manufacturer:

1. Cementitious materials.
2. Steel reinforcement and reinforcement accessories.
3. Fiber reinforcement.
4. Admixtures.
5. Curing compounds.
6. Applied finish materials.
7. Bonding agent or epoxy adhesive.
8. Joint fillers.

C. Material Test Reports: For each of the following:

1. Aggregates: [Include service-record data indicating absence of deleterious expansion of concrete due to alkali-aggregate reactivity.]

D. Field quality-control reports.

E. Contractor to provide joint layout to engineer for review.

1.7 QUALITY ASSURANCE

A. Stamped Detectable Warning Installer Qualifications: An employer of workers trained and approved by manufacturer of stamped concrete paving systems.

B. Ready-Mix-Concrete Manufacturer Qualifications: A firm experienced in manufacturing ready-mixed concrete products and that complies with ASTM C 94/C 94M requirements for production facilities and equipment.

1. Manufacturer certified according to NRMCA's "Certification of Ready Mixed Concrete Production Facilities" (Quality Control Manual - Section 3, "Plant Certification Checklist").

C. Testing Agency Qualifications: Qualified according to ASTM C 1077 and ASTM E 329 for testing indicated.

1. Personnel conducting field tests shall be qualified as ACI Concrete Field Testing Technician, Grade 1, according to ACI CP-1 or an equivalent certification program.

D. Mockups: Build mockups to verify selections made under Sample submittals and to demonstrate aesthetic effects and set quality standards for materials and execution.

1. Build mockups of full-thickness sections of concrete paving to demonstrate typical joints; surface finish, texture, and color; curing; and standard of workmanship.
2. Build mockups of concrete paving in the location and of the size indicated or, if not indicated, build mockups where directed by Architect and not less than 96 inches by 96 inches.
3. Approval of mockups does not constitute approval of deviations from the Contract Documents contained in mockups unless Architect specifically approves such deviations in writing.
4. Subject to compliance with requirements, approved mockups may become part of the completed Work if undisturbed at time of Substantial Completion.

1.8 PRECONSTRUCTION TESTING

A. Preconstruction Testing Service: Engage a qualified independent testing agency to perform preconstruction testing on concrete paving mixtures.

1.9 FIELD CONDITIONS

A. Traffic Control: Maintain access for vehicular and pedestrian traffic as required for other construction activities.

B. Cold-Weather Concrete Placement: Protect concrete work from physical damage or reduced strength that could be caused by frost, freezing, or low temperatures. Comply with ACI 306.1 and the following:

1. When air temperature has fallen to or is expected to fall below 40 deg F, uniformly heat water and aggregates before mixing to obtain a concrete mixture temperature of not less than 50 deg F and not more than 80 deg F at point of placement.
2. Do not use frozen materials or materials containing ice or snow.
3. Do not use calcium chloride, salt, or other materials containing antifreeze agents or chemical accelerators unless otherwise specified and approved in design mixtures.

C. Hot-Weather Concrete Placement: Comply with ACI 301 and as follows when hot-weather conditions exist:

1. Cool ingredients before mixing to maintain concrete temperature below 90 deg F at time of placement. Chilled mixing water or chopped ice may be used to control temperature, provided water equivalent of ice is calculated in total amount of mixing water. Using liquid nitrogen to cool concrete is Contractor's option.
2. Cover steel reinforcement with water-soaked burlap, so steel temperature will not exceed ambient air temperature immediately before embedding in concrete.
3. Fog-spray forms, steel reinforcement, and subgrade just before placing concrete. Keep subgrade moisture uniform without standing water, soft spots, or dry areas.

## PART 2 - PRODUCTS

### 2.1 CONCRETE, GENERAL

A. ACI Publications: Comply with ACI 301 unless otherwise indicated.

### 2.2 FORMS

A. Form Materials: Plywood, metal, metal-framed plywood, or other approved panel-type materials to provide full-depth, continuous, straight, and smooth exposed surfaces.

1. Use flexible or uniformly curved forms for curves with a radius of 100 feet or less.

B. Form-Release Agent: Commercially formulated form-release agent that will not bond with, stain, or adversely affect concrete surfaces and that will not impair subsequent treatments of concrete surfaces.

### 2.3 STEEL REINFORCEMENT

A. Recycled Content: Postconsumer recycled content plus one-half of preconsumer recycled content not less than 25 percent.

B. Plain-Steel Welded-Wire Reinforcement: ASTM A 1064/A 1064M, fabricated from galvanized steel wire into flat sheets.

C. Deformed-Steel Welded-Wire Reinforcement: ASTM A 1064/A 1064M, flat sheet.

D. Epoxy-Coated Welded-Wire Reinforcement: ASTM A 884/A 884M, Class A, plain steel.

E. Reinforcing Bars: ASTM A 615/A 615M, Grade 60; deformed.

F. Galvanized Reinforcing Bars: ASTM A 767/A 767M, Class II zinc coated, hot-dip galvanized after fabrication and bending; with ASTM A 615/A 615M, Grade 60 deformed bars.

G. Epoxy-Coated Reinforcing Bars: ASTM A 775/A 775M or ASTM A 934/A 934M; with ASTM A 615/A 615M, Grade 60 deformed bars.

H. Steel Bar Mats: ASTM A 184/A 184M; with ASTM A 615/A 615M, Grade 60 deformed bars; assembled with clips.

I. Plain-Steel Wire: ASTM A 1064/A 1064M, galvanized.

J. Deformed-Steel Wire: ASTM A 1064/A 1064M.

K. Epoxy-Coated-Steel Wire: ASTM A 884/A 884M, Class A; coated, plain.

L. Joint Dowel Bars: ASTM A 615/A 615M, Grade 60 plain-steel bars [; zinc coated galvanized after fabrication according to ASTM A 767/A 767M, Class I coating. Cut bars true to length with ends square and free of burrs.

M. Epoxy-Coated, Joint Dowel Bars: ASTM A 775/A 775M; with ASTM A 615/A 615M, Grade 60 plain-steel bars.

N. Tie Bars: ASTM A 615/A 615M, Grade 60; deformed.

O. Hook Bolts: ASTM A 307, Grade A, internally and externally threaded. Design hook-bolt joint assembly to hold coupling against paving form and in position during concreting operations, and to permit removal without damage to concrete or hook bolt.

P. Bar Supports: Bolsters, chairs, spacers, and other devices for spacing, supporting, and fastening reinforcing bars, welded-wire reinforcement, and dowels in place. Manufacture bar supports according to CRSI's "Manual of Standard Practice" from steel wire, plastic, or precast concrete of greater compressive strength than concrete specified, and as follows:

1. Equip wire bar supports with sand plates or horizontal runners where base material will not support chair legs.
2. For epoxy-coated reinforcement, use epoxy-coated or other dielectric-polymer-coated wire bar supports.

Q. Epoxy Repair Coating: Liquid, two-part, epoxy repair coating, compatible with epoxy coating on reinforcement.

R. Zinc Repair Material: ASTM A 780/A 780M.

## 2.4 CONCRETE MATERIALS

A. Regional Materials: Concrete shall be manufactured within 500 miles of Project site from aggregates [and cement] that have been extracted, harvested, or recovered, as well as manufactured, within 500 miles of Project site.

B. Cementitious Materials: Use the following cementitious materials, of same type, brand, and source throughout Project:

1. Portland Cement: ASTM C 150/C 150M, gray Portland cement Type I/II.
2. Fly Ash: ASTM C 618, Class C.
3. Slag Cement: ASTM C 989/C 989M, Grade 100 or 120.
4. Blended Hydraulic Cement: ASTM C 595/C 595M, Type IS, cement.

C. Normal-Weight Aggregates: ASTM C 33/C 33M, Class 4S, uniformly graded. Provide aggregates from a single source [with documented service-record data of at least 10 years' satisfactory service in similar paving applications and service conditions using similar aggregates and cementitious materials].

1. Maximum Coarse-Aggregate Size: 1 inch nominal.
2. Fine Aggregate: Free of materials with deleterious reactivity to alkali in cement.

D. Exposed Aggregate: Selected, hard, and durable; washed; free of materials with deleterious reactivity to cement or that cause staining; from a single source, with gap-graded coarse aggregate as follows:

1. Aggregate Sizes: 3/4 to 1 inch nominal.
2. Aggregate Source, Shape, and Color

E. Air-Entraining Admixture: ASTM C 260/C 260M.

F. Chemical Admixtures: Admixtures certified by manufacturer to be compatible with other admixtures and to contain no more than 0.1 percent water-soluble chloride ions by mass of cementitious material.

1. Water-Reducing Admixture: ASTM C 494/C 494M, Type A.
2. Retarding Admixture: ASTM C 494/C 494M, Type B.
3. Water-Reducing and Retarding Admixture: ASTM C 494/C 494M, Type D.
4. High-Range, Water-Reducing Admixture: ASTM C 494/C 494M, Type F.
5. High-Range, Water-Reducing and Retarding Admixture: ASTM C 494/C 494M, Type G.
6. Plasticizing and Retarding Admixture: ASTM C 1017/C 1017M, Type II.

G. Color Pigment: ASTM C 979/C 979M, synthetic mineral-oxide pigments or colored water-reducing admixtures; color stable free of carbon black, nonfading, and resistant to lime and other alkalis.

1. Color: As selected by Architect from manufacturer's full range

H. Water: Potable and complying with ASTM C 94/C 94M.

## 2.5 FIBER REINFORCEMENT

A. Synthetic Fiber: Monofilament polypropylene fibers engineered and designed for use in decorative concrete paving, complying with ASTM C 1116/C 1116M, Type III, 1/2 to 1-1/2 inches long.

B. Synthetic Fiber: Fibrillated polypropylene fibers engineered and designed for use in decorative concrete paving, complying with ASTM C 1116/C 1116M, Type III, 1/2 to 1-1/2 inches long.

## 2.6 CURING MATERIALS

A. Absorptive Cover: AASHTO M 182, Class 3, burlap cloth made from jute or kenaf, weighing approximately 9 oz. /sq. yd. dry.

B. Moisture-Retaining Cover: ASTM C 171, polyethylene film or white burlap-polyethylene sheet.

C. Water: Potable.

D. Evaporation Retarder: Waterborne, monomolecular, film forming, manufactured for application to fresh concrete.

E. Clear, Waterborne, Membrane-Forming Curing Compound: ASTM C 309, Type 1, Class B, dissipating.

F. White, Waterborne, and Membrane-Forming Curing Compound: ASTM C 309, Type 2, Class B, dissipating.

## 2.7 RELATED MATERIALS

A. Joint Fillers: ASTM D 1751, asphalt-saturated cellulosic fiber in preformed strips.

B. Slip-Resistive Aggregate Finish: Factory-graded, packaged, rustproof, nonglazing, abrasive aggregate of fused aluminum-oxide granules or crushed emery aggregate containing not less than 50 percent aluminum oxide and not less than 20 percent ferric oxide; unaffected by freezing, moisture, and cleaning materials.

C. Bonding Agent: ASTM C 1059/C 1059M, Type II, non-redispersible, acrylic emulsion or styrene butadiene.

D. Epoxy-Bonding Adhesive: ASTM C 881/C 881M, two-component epoxy resin capable of humid curing and bonding to damp surfaces; of class suitable for application temperature, of grade complying with requirements, and of the following types:

1. Types IV and V, load bearing, for bonding hardened or freshly mixed concrete to hardened concrete.

E. Chemical Surface Retarder: Water-soluble, liquid, set retarder with color dye, for horizontal concrete surface application, capable of temporarily delaying final hardening of concrete to a depth of 1/8 to 1/4 inch.

F. Pigmented Mineral Dry-Shake Hardener: Factory-packaged, dry combination of Portland cement, graded quartz aggregate, color pigments, and plasticizing admixture. Use color pigments that are finely ground, nonfading mineral oxides interground with cement.

1. Color: As selected by Architect from manufacturer's full range.

G. Rock Salt: Sodium chloride crystals, kiln dried, coarse gradation with 100 percent passing 3/8-inch sieve and 85 percent retained on a No. 8 sieve.

## 2.8 STAMPED DETECTABLE WARNING MATERIALS

A. Detectable Warning Stamp: Semirigid polyurethane mats with formed underside capable of imprinting detectable warning pattern on plastic concrete; perforated with a vent hole at each dome.

1. Size of Stamp: One piece, matching detectable warning area shown on Drawings.

B. Liquid Release Agent: Manufacturer's standard, clear, evaporating formulation designed to facilitate release of stamp mats.

## 2.9 CONCRETE MIXTURES

A. Prepare design mixtures, proportioned according to ACI 301, for each type and strength of normal-weight concrete, and as determined by either laboratory trial mixtures or field experience.

1. Use a qualified independent testing agency for preparing and reporting proposed concrete design mixtures for the trial batch method.
2. When automatic machine placement is used, determine design mixtures and obtain laboratory test results that comply with or exceed requirements.

B. Cementitious Materials: Use fly ash, pozzolan, slag cement, and silica fume as needed to reduce the total amount of Portland cement, which would otherwise be used, by not less than 40 percent.] [ Limit percentage, by weight, of cementitious materials other than Portland cement in concrete as follows:

1. Fly Ash or Pozzolan: 25 percent.
2. Slag Cement: 50 percent.
3. Combined Fly Ash or Pozzolan, and Slag Cement: 50 percent, with fly ash or pozzolan not exceeding 25 percent.

C. Add air-entraining admixture at manufacturer's prescribed rate to result in normal-weight concrete at point of placement having an air content as follows:

1. Air Content: 4-1/2 percent plus or minus 1-1/2 percent for 1-1/2-inch (nominal maximum aggregate size.
2. Air Content: 4-1/2 percent plus or minus 1-1/2 percent for 1-inch nominal maximum aggregate size.
3. Air Content: 5 percent plus or minus 1-1/2 percent for 3/4-inch nominal maximum aggregate size.

D. Limit water-soluble, chloride-ion content in hardened concrete to 0.15 percent by weight of cement.

E. Chemical Admixtures: Use admixtures according to manufacturer's written instructions.

1. Use high-range, water-reducing admixture in concrete as required for placement and workability.
2. Use water-reducing and retarding admixture when required by high temperatures, low humidity, or other adverse placement conditions.

F. Synthetic Fiber: Uniformly disperse in concrete mixture at manufacturer's recommended rate, but not less than 1.5 lb/cu. yd.

G. Color Pigment: Add color pigment to concrete mixture according to manufacturer's written instructions and to result in hardened concrete color consistent with approved mockup.

H. Concrete Mixtures: Normal-weight concrete.

1. Compressive Strength (28 Days): 3500 psi. Insert another subparagraph for flexural strength if required.
2. Maximum W/C Ratio at Point of Placement: 0.45.
3. Slump Limit: 4 inches, plus or minus 1 inch.
4. Solar Reflectance Index: Not less than 29.

2.10 CONCRETE MIXING

A. Ready-Mixed Concrete: Measure, batch, and mix concrete materials and concrete according to ASTM C 94/C 94M. Furnish batch certificates for each batch discharged and used in the Work.

1. When air temperature is between 85 and 90 deg F, reduce mixing and delivery time from 1-1/2 hours to 75 minutes; when air temperature is above 90 deg F, reduce mixing and delivery time to 60 minutes.

B. Project-Site Mixing: Measure, batch, and mix concrete materials and concrete according to ASTM C 94/C 94M. Mix concrete materials in appropriate drum-type batch machine mixer.

1. For concrete batches of 1 cu. yd. or smaller, continue mixing at least 1-1/2 minutes, but not more than 5 minutes after ingredients are in mixer, before any part of batch is released.
2. For concrete batches larger than 1 cu. yd., increase mixing time by 15 seconds for each additional 1 cu. yd.
3. Provide batch ticket for each batch discharged and used in the Work, indicating Project identification name and number, date, mixture type, mixing time, quantity, and amount of water added.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine exposed subgrades and subbase surfaces for compliance with requirements for dimensional, grading, and elevation tolerances.

B. Proof-roll prepared subbase surface below concrete paving to identify soft pockets and areas of excess yielding.

1. Completely proof-roll subbase in one direction and repeat in perpendicular direction. Limit vehicle speed to 3 mph.
2. Proof-roll with a pneumatic-tired and loaded, 10-wheel, tandem-axle dump truck weighing not less than 15 tons.
3. Correct subbase with soft spots and areas of pumping or rutting exceeding depth of 1/2 inch > according to requirements in Section 31 20 00 "Earth Moving."

C. Proceed with installation only after unsatisfactory conditions have been corrected.

## 3.2 PREPARATION

A. Remove loose material from compacted subbase surface immediately before placing concrete.

## 3.3 EDGE FORMS AND SCREED CONSTRUCTION

A. Set, brace, and secure edge forms, bulkheads, and intermediate screed guides to required lines, grades, and elevations. Install forms to allow continuous progress of work and so forms can remain in place at least 24 hours after concrete placement.

B. Clean forms after each use and coat with form-release agent to ensure separation from concrete without damage.

## 3.4 STEEL REINFORCEMENT INSTALLATION

A. General: Comply with CRSI's "Manual of Standard Practice" for fabricating, placing, and supporting reinforcement.

B. Clean reinforcement of loose rust and mill scale, earth, ice, or other bond-reducing materials.

C. Arrange, space, and securely tie bars and bar supports to hold reinforcement in position during concrete placement. Maintain minimum cover to reinforcement.

D. Install welded-wire reinforcement in lengths as long as practicable. Lap adjoining pieces at least one full mesh, and lace splices with wire. Offset laps of adjoining widths to prevent continuous laps in either direction.

E. Zinc-Coated Reinforcement: Use galvanized-steel wire ties to fasten zinc-coated reinforcement. Repair cut and damaged zinc coatings with zinc repair material.

F. Epoxy-Coated Reinforcement: Use epoxy-coated steel wire ties to fasten epoxy-coated reinforcement. Repair cut and damaged epoxy coatings with epoxy repair coating according to ASTM D 3963/D 3963M.

G. Install fabricated bar mats in lengths as long as practicable. Handle units to keep them flat and free of distortions. Straighten bends, kinks, and other irregularities, or replace units as required before placement. Set mats for a minimum 2-inch overlap of adjacent mats.

## 3.5 JOINTS

A. General: Form construction, isolation, and contraction joints and tool edges true to line, with faces perpendicular to surface plane of concrete. Construct transverse joints at right angles to centerline unless otherwise indicated.

1. When joining existing paving, place transverse joints to align with previously placed joints unless otherwise indicated.

B. Construction Joints: Set construction joints at side and end terminations of paving and at locations where paving operations are stopped for more than one-half hour unless paving terminates at isolation joints.

1. Continue steel reinforcement across construction joints unless otherwise indicated. Do not continue reinforcement through sides of paving strips unless otherwise indicated.
2. Provide tie bars at sides of paving strips where indicated.
3. Butt Joints: Use bonding agent at joint locations where fresh concrete is placed against hardened or partially hardened concrete surfaces.
4. Keyed Joints: Provide preformed keyway-section forms or bulkhead forms with keys unless otherwise indicated. Embed keys at least 1-1/2 inches into concrete.
5. Doweled Joints: Install dowel bars and support assemblies at joints where indicated. Lubricate or coat with asphalt one-half of dowel length to prevent concrete bonding to one side of joint.

C. Isolation Joints: Form isolation joints of preformed joint-filler strips abutting concrete curbs, catch basins, manholes, inlets, structures, other fixed objects, and where indicated.

1. Locate expansion joints at intervals of 50 feet unless otherwise indicated.
2. Extend joint fillers full width and depth of joint.
3. Terminate joint filler not less than 1/2 inch or more than 1 inch below finished surface if joint sealant is indicated.
4. Place top of joint filler flush with finished concrete surface if joint sealant is not indicated.
5. Furnish joint fillers in one-piece lengths. Where more than one length is required, lace or clip joint-filler sections together.
6. During concrete placement, protect top edge of joint filler with metal, plastic, or other temporary preformed cap. Remove protective cap after concrete has been placed on both sides of joint.

D. Contraction Joints: Form weakened-plane contraction joints, sectioning concrete into areas as indicated. Construct contraction joints for a depth equal to at least one-fourth of the concrete thickness, as follows:

1. Grooved Joints: Form contraction joints after initial floating by grooving and finishing each edge of joint with grooving tool to a 1/4-inch radius. Repeat grooving of contraction joints after applying surface finishes.

    a. Tolerance: Ensure that grooved joints are within 3 inches either way from centers of dowels.

2. Sawed Joints: Form contraction joints with power saws equipped with shatterproof abrasive or diamond-rimmed blades. Cut 1/8-inch- wide joints into concrete when cutting action will not tear, abrade, or otherwise damage surface and before developing random contraction cracks.

    a. Tolerance: Ensure that sawed joints are within 3 inches either way from centers of dowels.

3. Doweled Contraction Joints: Install dowel bars and support assemblies at joints where indicated. Lubricate or coat with asphalt one-half of dowel length to prevent concrete bonding to one side of joint.

E. Edging: After initial floating, tool edges of paving, gutters, curbs, and joints in concrete with an edging tool to a 1/4-inch radius. Repeat tooling of edges after applying surface finishes.

## 3.6 CONCRETE PLACEMENT

A. Before placing concrete, inspect and complete formwork installation, steel reinforcement, and items to be embedded or cast-in.

B. Remove snow, ice, or frost from subbase surface and steel reinforcement before placing concrete. Do not place concrete on frozen surfaces.

C. Moisten subbase to provide a uniform dampened condition at time concrete is placed. Do not place concrete around manholes or other structures until they are at required finish elevation and alignment.

D. Comply with ACI 301 requirements for measuring, mixing, transporting, and placing concrete.

E. Do not add water to concrete during delivery or at Project site. Do not add water to fresh concrete after testing.

F. Deposit and spread concrete in a continuous operation between transverse joints. Do not push or drag concrete into place or use vibrators to move concrete into place.

G. Consolidate concrete according to ACI 301 by mechanical vibrating equipment supplemented by hand spading, rodding, or tamping.

   1. Consolidate concrete along face of forms and adjacent to transverse joints with an internal vibrator. Keep vibrator away from joint assemblies, reinforcement, or side forms. Use only square-faced shovels for hand spreading and consolidation. Consolidate with care to prevent dislocating joint devices.

H. Screed paving surface with a straightedge and strike off.

I. Commence initial floating using bull floats or darbies to impart an open-textured and uniform surface plane before excess moisture or bleedwater appears on the surface. Do not further disturb concrete surfaces before beginning finishing operations or spreading surface treatments.

J. Curbs and Gutters: Use design mixture for automatic machine placement. Produce curbs and gutters to required cross section, lines, grades, finish, and jointing.

K. Slip-Form Paving: Use design mixture for automatic machine placement. Produce paving to required thickness, lines, grades, finish, and jointing.

   1. Compact subbase and prepare subgrade of sufficient width to prevent displacement of slip-form paving machine during operations.

## 3.7 FLOAT FINISHING

A. General: Do not add water to concrete surfaces during finishing operations.

B. Float Finish: Begin the second floating operation when bleedwater sheen has disappeared and concrete surface has stiffened sufficiently to permit operations. Float surface with power-driven floats or by hand floating if area is small or inaccessible to power units. Finish surfaces to true planes. Cut down high spots and fill low spots. Refloat surface immediately to uniform granular texture.

1. Burlap Finish: Drag a seamless strip of damp burlap across float-finished concrete, perpendicular to line of traffic, to provide a uniform, gritty texture.
2. Medium-to-Fine-Textured Broom Finish: Draw a soft-bristle broom across float-finished concrete surface, perpendicular to line of traffic, to provide a uniform, fine-line texture.
3. Medium-to-Coarse-Textured Broom Finish: Provide a coarse finish by striating float-finished concrete surface 1/16 to 1/8 inch deep with a stiff-bristled broom, perpendicular to line of traffic.

## 3.8 SPECIAL FINISHES

A. Monolithic Exposed-Aggregate Finish: Expose coarse aggregate in paving surface as follows:

1. Immediately after float finishing, spray-apply chemical surface retarder to paving according to manufacturer's written instructions.
2. Cover paving surface with plastic sheeting, sealing laps with tape, and remove when ready to continue finishing operations.
3. Without dislodging aggregate, remove mortar concealing the aggregate by lightly brushing surface with a stiff, nylon-bristle broom. Do not expose more than one-third of the average diameter of the aggregate and not more than one-half of the diameter of the smallest aggregate.
4. Fine-spray surface with water and brush. Repeat cycle of water flushing and brushing until cement film is removed from aggregate surfaces to depth required.

B. Seeded Exposed-Aggregate Finish: Immediately after initial floating, spread a single layer of aggregate uniformly on paving surface. Tamp aggregate into plastic concrete and float finish to entirely embed aggregate with mortar cover of 1/16 inch.

1. Spray-apply chemical surface retarder to paving according to manufacturer's written instructions.
2. Cover paving surface with plastic sheeting, sealing laps with tape, and remove sheeting when ready to continue finishing operations.
3. Without dislodging aggregate, remove mortar concealing the aggregate by lightly brushing surface with a stiff, nylon-bristle broom. Do not expose more than one-third of the average diameter of the aggregate and not more than one-half of the diameter of the smallest aggregate.
4. Fine-spray surface with water and brush. Repeat cycle of water flushing and brushing until cement film is removed from aggregate surfaces to depth required.

C. Slip-Resistive Aggregate Finish: Before final floating, spread slip-resistive aggregate finish on paving surface according to manufacturer's written instructions and as follows:

1. Uniformly spread 40 lb/100 sq. ft. of dampened, slip-resistive aggregate over paving surface in two applications. Tamp aggregate flush with surface using a steel trowel, but do not force below surface.
2. Uniformly distribute approximately two-thirds of slip-resistive aggregate over paving surface with mechanical spreader, allow to absorb moisture, and embed by power floating. Follow power floating with a second slip-resistive aggregate application, uniformly distributing remainder of material at right angles to first application to ensure uniform coverage, and embed by power floating.
3. Cure concrete with curing compound recommended by slip-resistive aggregate manufacturer. Apply curing compound immediately after final finishing.
4. After curing, lightly work surface with a steel-wire brush or abrasive stone and water to expose nonslip aggregate.

D. Pigmented Mineral Dry-Shake Hardener Finish: After initial floating, apply dry-shake materials to paving surface according to manufacturer's written instructions and as follows:

1. Uniformly spread dry-shake hardener at a rate of 100 lb/100 sq. ft. unless greater amount is recommended by manufacturer to match paving color required.
2. Uniformly distribute approximately two-thirds of dry-shake hardener over the concrete surface with mechanical spreader; allow hardener to absorb moisture and embed it by power floating. Follow power floating with a second application of pigmented mineral dry-shake hardener, uniformly distributing remainder of material at right angles to first application to ensure uniform color, and embed hardener by final power floating.
3. After final power floating, apply a hand-troweled finish followed by a broom finish.
4. Cure concrete with curing compound recommended by dry-shake hardener manufacturer. Apply curing compound immediately after final finishing.

## 3.9 DETECTABLE WARNING INSTALLATION

A. Blockouts: Form blockouts in concrete for installation of detectable paving units.

1. Tolerance for Opening Size: Plus 1/4 inch, no minus.

B. Cast-in-Place Detectable Warning Tiles: Form blockouts in concrete for installation of tiles. Screed surface of concrete where tiles are to be installed to elevation, so that edges of installed tiles will be flush with surrounding concrete paving. Embed tiles in fresh concrete immediately after screeding concrete surface.

C. Stamped Detectable Warnings: Install stamped detectable warnings as part of a continuous concrete paving placement and according to stamp-mat manufacturer's written instructions.

1. Before using stamp mats, verify that the vent holes are unobstructed.
2. Apply liquid release agent to the concrete surface and the stamp mat.
3. Stamping: While initially finished concrete is plastic accurately align and place stamp mats in sequence. Uniformly load, gently vibrate, and press mats into concrete to produce imprint pattern on concrete surface. Load and tamp mats directly perpendicular to the stamp-mat surface to prevent distortion in shape of domes. Press and tamp until mortar begins to come through all of the vent holes. Gently remove stamp mats.
4. Trimming: After 24 hours, cut off the tips of mortar formed by the vent holes.
5. Remove residual release agent according to manufacturer's written instructions, but no fewer than three days after stamping concrete. High-pressure-wash surface and joint patterns, taking care not to damage stamped concrete. Control, collect, and legally dispose of runoff.

## 3.10 CONCRETE PROTECTION AND CURING

A. General: Protect freshly placed concrete from premature drying and excessive cold or hot temperatures.

B. Comply with ACI 306.1 for cold-weather protection.

C. Evaporation Retarder: Apply evaporation retarder to concrete surfaces if hot, dry, or windy conditions cause moisture loss approaching 0.2 lb/sq. ft. x h before and during finishing operations. Apply according to manufacturer's written instructions after placing, screeding, and bull floating or darbying concrete but before float finishing.

D. Begin curing after finishing concrete but not before free water has disappeared from concrete surface.

E. Curing Methods: Cure concrete by moisture-retaining-cover as follows:

1. Moisture Curing: Keep surfaces continuously moist for not less than seven days with the following materials:

a. Water.
b. Continuous water-fog spray.
c. Absorptive cover, water saturated and kept continuously wet. Cover concrete surfaces and edges with 12-inch lap over adjacent absorptive covers.

2. Moisture-Retaining-Cover Curing: Cover concrete surfaces with moisture-retaining cover, placed in widest practicable width, with sides and ends lapped at least 12 inches, and sealed by waterproof tape or adhesive. Immediately repair any holes or tears occurring during installation or curing period, using cover material and waterproof tape.
3. Curing Compound: Apply uniformly in continuous operation by power spray or roller according to manufacturer's written instructions. Recoat areas subjected to heavy rainfall within three hours after initial application. Maintain continuity of coating, and repair damage during curing period.

## 3.11 PAVING TOLERANCES

A. Comply with tolerances in ACI 117 and as follows:

1. Elevation: 3/4 inch.
2. Thickness: Plus 3/8 inch , minus 1/4 inch
3. Surface: Gap below 10-feet- long; unleveled straightedge not to exceed 1/2 inch
4. Alignment of Tie-Bar End Relative to Line Perpendicular to Paving Edge: 1/2 inch per 12 inches of tie bar.
5. Lateral Alignment and Spacing of Dowels: 1 inch
6. Vertical Alignment of Dowels: 1/4 inch
7. Alignment of Dowel-Bar End Relative to Line Perpendicular to Paving Edge: 1/4 inch per 12 inches of dowel.
8. Joint Spacing: 3 inches
9. Contraction Joint Depth: Plus 1/4 inch, no minus.
10. Joint Width: Plus 1/8 inch, no minus.

## 3.12 FIELD QUALITY CONTROL

A. Testing Agency: Engage a qualified testing agency to perform tests and inspections.

B. Testing Services: Testing and inspecting of composite samples of fresh concrete obtained according to ASTM C 172/C 172M shall be performed according to the following requirements:

1. Testing Frequency: Obtain at least one composite sample for each 5000 sq. ft. or fraction thereof of each concrete mixture placed each day.

a. When frequency of testing will provide fewer than five compressive-strength tests for each concrete mixture, testing shall be conducted from at least five randomly selected batches or from each batch if fewer than five are used.

2. Slump: ASTM C 143/C 143M; one test at point of placement for each composite sample, but not less than one test for each day's pour of each concrete mixture. Perform additional tests when concrete consistency appears to change.
3. Air Content: ASTM C 231/C 231M, pressure method; one test for each composite sample, but not less than one test for each day's pour of each concrete mixture.
4. Concrete Temperature: ASTM C 1064/C 1064M; one test hourly when air temperature is 40 deg F and below and when it is 80 deg F and above, and one test for each composite sample.
5. Compression Test Specimens: ASTM C 31/C 31M; cast and laboratory cure one set of three standard cylinder specimens for each composite sample.
6. Compressive-Strength Tests: ASTM C 39/C 39M; test one specimen at seven days and two specimens at 28 days.

    a. A compressive-strength test shall be the average compressive strength from two specimens obtained from same composite sample and tested at 28 days.

C. Strength of each concrete mixture will be satisfactory if average of any three consecutive compressive-strength tests equals or exceeds specified compressive strength and no compressive-strength test value falls below specified compressive strength by more than 500 psi.

D. Test results shall be reported in writing to Architect, concrete manufacturer, and Contractor within 48 hours of testing. Reports of compressive-strength tests shall contain Project identification name and number, date of concrete placement, name of concrete testing and inspecting agency, location of concrete batch in Work, design compressive strength at 28 days, concrete mixture proportions and materials, compressive breaking strength, and type of break for both 7- and 28-day tests.

E. Nondestructive Testing: Impact hammer, sonoscope, or other nondestructive device may be permitted by Architect but will not be used as sole basis for approval or rejection of concrete.

F. Additional Tests: Testing and inspecting agency shall make additional tests of concrete when test results indicate that slump, air entrainment, compressive strengths, or other requirements have not been met, as directed by Architect.

G. Concrete paving will be considered defective if it does not pass tests and inspections.

H. Additional testing and inspecting, at Contractor's expense, will be performed to determine compliance of replaced or additional work with specified requirements.

I. Prepare test and inspection reports.

## 3.13 REPAIR AND PROTECTION

A. Remove and replace concrete paving that is broken, damaged, or defective or that does not comply with requirements in this Section. Remove work in complete sections from joint to joint unless otherwise approved by Architect.

B. Drill test cores, where directed by Architect, when necessary to determine magnitude of cracks or defective areas. Fill drilled core holes in satisfactory paving areas with Portland cement concrete bonded to paving with epoxy adhesive.

C. Protect concrete paving from damage. Exclude traffic from paving for at least 14 days after placement. When construction traffic is permitted, maintain paving as clean as possible by removing surface stains and spillage of materials as they occur.

D. Maintain concrete paving free of stains, discoloration, dirt, and other foreign material. Sweep paving not more than two days before date scheduled for Substantial Completion inspections.

END OF SECTION 32 13 13

**SECTION 32 31 13**
**CHAIN LINK FENCES AND GATES**

PART 1 – GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

B. FDOT requirements (latest editions) for materials and installation shall apply to all fence construction with the most restrictive governing. Contractor to contact engineer and architect if discrepancies exist.

1.2 SUMMARY

A. Section Includes:

1. Chain-link fences.
2. Manual operated gates.

B. Related Requirements:

1. Section 03 30 00 "Cast-in-Place Concrete" for cast-in-place concrete equipment bases/pads for gate operators and controls and post footings.

1.3 PREINSTALLATION MEETINGS

A. Preinstallation Conference: Conduct conference at Project site.

1. Review coordination of interlocked equipment specified in this Section and elsewhere. Review required testing, inspecting, and certifying procedures.

1.4 ACTION SUBMITTALS

A. Product Data: For each type of product.

1. Include construction details, material descriptions, dimensions of individual components and profiles, and finishes for the following:

a. Fence and gate posts, rails, and fittings.
b. Chain-link fabric, reinforcements, and attachments.
c. Gates and hardware.

B. Shop Drawings: For each type of fence and gate assembly.

1. Include plans, elevations, sections, details, and attachments to other work.
2. Include accessories, hardware, gate operation, and operational clearances.

C. Samples for Initial Selection: For each type of factory-applied finish.

D. Samples for Verification: For each type of component with factory-applied finish, prepared on Samples of size indicated below:

1. Polymer-Coated Components: In 6-inch lengths for components and on full-sized units for accessories.

E. Delegated-Design Submittal: For structural performance of chain-link fence and gate frameworks, including analysis data signed and sealed by the qualified professional engineer responsible for their preparation.

## 1.5 INFORMATIONAL SUBMITTALS

A. Qualification Data: For testing agency, factory-authorized service representative.

B. Product Certificates: For each type of chain-link fence, operator, and gate.

C. Product Test Reports: For framework strength according to ASTM F 1043, for tests performed by manufacturer and witnessed by a qualified testing agency. Retain "Field quality-control reports" Paragraph below if Contractor is responsible for field quality-control testing and inspecting.

D. Field quality-control reports.

E. Sample Warranty: For special warranty.

## 1.6 CLOSEOUT SUBMITTALS

A. Operation and Maintenance Data: For gate operators to include in emergency, operation, and maintenance manuals.

## 1.7 QUALITY ASSURANCE

A. Testing Agency Qualifications: For testing fence grounding; member company of NETA or an NRTL.

1. Testing Agency's Field Supervisor: Certified by NETA to supervise on-site testing.

B. Emergency Access Requirements: According to requirements of authorities having jurisdiction for gates serving as a required means of access.

C. Mockups: Build mockups to set quality standards for fabrication and installation.

1. Build mockup for typical chain-link fence and gate, including accessories.

a. Size: 10-foot length of fence.

1.8 FIELD CONDITIONS

A. Field Measurements: Verify layout information for chain-link fences and gates shown on Drawings in relation to property survey and existing structures. Verify dimensions by field measurements.

1.9 WARRANTY

A. Special Warranty: Installer agrees to repair or replace components of chain-link fences and gates that fail in materials or workmanship within specified warranty period.

1. Failures include, but are not limited to, the following:

a. Failure to comply with performance requirements.
b. Deterioration of metals, metal finishes, and other materials beyond normal weathering.

2. Warranty Period: 15 years from date of Substantial Completion.

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

A. Delegated Design: Engage a qualified professional engineer, as defined in Section 01 40 00 "Quality Requirements," to design chain-link fence and gate frameworks.

B. Structural Performance: Chain-link fence and gate frameworks shall withstand the design wind loads and stresses for fence height(s) and under exposure conditions indicated according to Local Code requirements.

1. Design Wind Load: As indicated on Architectural Drawings.

a. Minimum Post Size: Determine according to ASTM F 1043 for post spacing not to exceed 10 feet for Material Group IA, ASTM F 1043, Schedule 40 steel pipe.
b. Minimum Post Size and Maximum Spacing: Determine according to CLFMI WLG 2445, based on mesh size and pattern specified.

C. Lightning Protection System: Maximum resistance-to-ground value of 25 ohms at each grounding location along fence under normal dry conditions.

2.2 Decorative Fence

A. Ameristar Montage II Invincible 2/3/4 Rail

2.3 CHAIN-LINK FENCE

A. General: Provide fabric in one-piece heights measured between top and bottom of outer edge of selvage twist according to "CLFMI Product Manual" and requirements indicated below:

1. Fabric Height: As indicated on Drawings.

2. Steel Wire for Fabric per FDOT requirements 2” mesh black vinyl coated steel

2.4 FENCE COMPONENTS

A. Posts, Top rails, braces, barbed wire, bottom tension wire, gates, fittings – comply with FDOT requirements to match mesh.

PART 3 – EXECUTION

3.1 Execution installation per AC150 and FDOT requirements.

3.2 FIELD QUALITY CONTROL

A. Testing Agency: [Engage] a qualified testing agency to perform tests.

B. Grounding Tests: Comply with requirements in Section 26 41 13 "Lightning Protection for Structures."

C. Prepare test reports.

3.3 ADJUSTING

A. Gates: Adjust gates to operate smoothly, easily, and quietly, free of binding, warp, excessive deflection, distortion, nonalignment, misplacement, disruption, or malfunction, throughout entire operational range. Confirm that latches and locks engage accurately and securely without forcing or binding.

3.4 DEMONSTRATION

A. Engage a factory-authorized service representative to train Owner's maintenance personnel to adjust, operate, and maintain chain-link fences and gates.

END OF SECTION 32 31 13

**SECTION 32 91 15**
**ATHLETIC FIELD CONSTRUCTION**

PART 1 - GENERAL

1.1 DESCRIPTION:

A. The work includes, but is not necessarily limited to, the construction of the athletic field, including installation of drain lines, four (4") inch coarse sand layer, eight (8") inch root zone mix layer, and fine grading, in accordance with this Section of the Specifications and all applicable drawings, and subject to the terms and conditions of the Contract.

PART 2 - PRODUCTS

2.1 Transport pipe and fittings shall be new, of the best quality, high density polyethylene corrugated drainage pipe with an integrally formed smooth interior (perforated and non-perforated) conforming to AASHTO M-252 or M-294 Type S or SP; as manufactured by Advanced Drainage Systems, Inc., 4640 Trueman Blvd., Hilliard, OH 43026, (800)821-6710, (ADS N-12 Pipe), Hancor, Inc., 12370 Jacksontown Rd. #172, Findlay, OH 45840, (888)367-7473 (Hancor Hi-Q) or equal. (REFER TO CIVIL DRAWINGS FOR THIS ITEM)

2.2 Collection pipe and fittings shall be new, of the best quality, high density polyethylene with the core constructed using interconnected corrugated pipes that define and provide the flow channels and structural integrity of the drain, and geotextile functioning only as a filter, with outside dimensions of 1” x 12” as manufactured by Varicore Technologies, Inc., PO Box 131, Prinsburg, MN 56281, (800) 978-8007 (12” Multi-Flow Pipe), or equal.

2.3 The four (4") inch coarse sand layer shall be 315 Golf Course Construction Sand, as produced by Vulcan Materials Company Keuka Industrial Sand Plant 76-137, 400 Keuka Rd., Interlachen, FL 32148, (386) 684-2599. A sample of aggregate shall be submitted to the approved laboratory for approval prior to use.

2.4 Root zone mix shall consist of 85% sand and 15% Canadian Sphagnum Peatmoss. The physical properties of the root zone mix shall fall within current USGA recommended ranges. Final mix will have between .75% and .95% organic matter by weight, per testing method ASTM F1647.

2.5 Sand for root zone mix shall conform to current USGA particle size recommendations and performance specifications, shall be clean, washed and screened, and shall be approved by the approved laboratory.

2.6 Organic material for the root zone mix shall be Canadian Sphagnum Peatmoss, having minimum organic matter content of 85% by weight as determined by loss on ignition (ASTM D 2974 Method D) and shall be approved by the approved laboratory.

2.7 The Contractor shall be certain that all suppliers of coarse sand, sand and organic matter have insurance and/or be bonded to insure that all materials delivered to the site for field construction conform to the approved materials and recommendations of the approved laboratory. Suppliers shall be in the business of normally supplying these materials and must have adequate supplies on hand to ensure their future availability as needed. All materials shall be approved by Owner/Designer prior to delivery. It should be verified that the transport vehicles are clean and free of contamination prior to dumping. Once the materials are dumped on site, all cleanliness issues become the responsibility of the Contractor.

2.8 All materials shall be approved by, and the root zone mix shall be formulated per the recommendations of an A2LA Currently Accredited Putting Green Laboratory (PUG). See www.a2la.org for a complete list of labs. Recommended lab is Tifton Physical Soil Testing Laboratory, Inc., 1412 Murray Ave., Tifton, GA 31794, (229) 382-7292, pgaines@friendlycity.net. One lab shall be used for all testing, from formulation of the mix, through completion of the project.

2.9 Root Zone Amendments shall consist of the following, and be added to the root zone mix during the sand/peat blending operations:

| | |
|---|---|
| Dolomite: | 3 lbs/ton of finished mix |
| Iron Humate: | ½ lb/ton of finished mix |
| Tenn Brown Rock Phosphate (0-20-0): | ¼ lb/ton of finished mix |
| Sunflower Hull Ash (0-3-22): | ¼ lb/ton of finished mix |
| Organic Nitrogen (6-3-2): | ½ lb/ton of finished mix |

2.10 TESTING

A. Sampling procedures shall be performed per ASTM D-75 Guidelines.

B. After formulation of the root zone mix by the approved laboratory, the selected sand shall be stockpiled in fifteen hundred (1,500) ton piles. **Each** sand stockpile shall then be tested and approved for particle size at the sand plant or blending site prior to blending. Sand samples for each stockpile shall be taken as follows: The sand sample shall be representative of the entire stockpile, and therefore shall not be taken from one spot. Subsamples from random locations within the stockpile shall be combined into one sample for the stockpile. The subsamples shall not be taken from the surface of the stockpile, but from several inches within the pile. Subsample collection should be accomplished through use of a two to four (2-4") inch diameter PVC pipe with a beveled end, and a clean bucket. The pipe shall be inserted into the pile at several random locations, and the material that is collected in the pipe shall be hand mixed in the bucket to create an overall sample for the stockpile. The sample shall be double bagged in one (1) gallon zip-lock bags and well labeled to indicate the project and the particular stockpile the sample came from. This procedure shall be repeated for each fifteen hundred (1,500) ton stockpile. Request that results also be sent to the Owner and the Designer.

C. After a sand stockpile has been approved for particle size, then blending can begin using the approved stockpile. During blending, a sample shall be taken, using the methods described in 2.10.1 above, from the first five hundred (500) tons of blended material (root zone mix). This sample shall be sent to the lab with guaranteed morning delivery. This sample shall have organic matter testing, and a full physical evaluation, to correlate the performance to the results from the approved lab-made root zone mix. The field sample, when approved, will become the new reference mix for future testing. Should the sample be rejected, the lab will consult with the Designer and Contractor to determine how to proceed to bring the root zone mix into compliance. Blending shall not progress beyond the first five hundred (500) tons until the root zone mix has been brought into compliance. No root zone mix shall be placed on the field until that particular mix has been approved by the lab.

D. After the initial five hundred (500) tons of root zone mix has been brought into compliance, additional mixing shall be done in fifteen hundred (1,500) ton batches. Each batch shall be sampled using the methods described in 2.10.1 above, and the samples submitted to the lab for organic matter testing and approval. No root zone mix shall be placed on the field until that particular mix has been approved by the lab.

E. Material for the four (4") inch coarse sand layer shall be sampled at four hundred (400) cubic yard intervals, prior to leaving the supplier, for testing and approval by the approved laboratory.

F. Testing shall be done at the Owner's expense. Regardless of proprietary testing rights due the payee, all testing as it pertains to the project shall be copied to the Owner and the Designer.

PART 3 - EXECUTION

3.1 GENERAL

A. The field shall be sub-graded to a depth of twelve (12") inches below finished grade, to allow for placement of the four (4") inch coarse sand layer and eight (8") inch root zone mix layer. The subgrade shall be properly compacted to a minimum ninety-five (95%) percent of Standard Proctor.

B. Irrigation shall be installed, in the properly prepared subgrade, prior to the installation of drain lines and gravel layer. Irrigation risers shall be of sufficient length to match final grade. Trench lines shall be re-compacted to the specified density.

C. Collector drain lines shall be laid flat over the top of one (1") inch of coarse sand. Collector pipe shall be tied into transport pipe with manufacturer approved fittings for this purpose.

D. A four (4") inch coarse sand layer shall be installed over the entire field and graded to conform to the plane of the subgrade. Laser grade to a tolerance of plus or minus one half (0.5") inch over the plane of the field.

E. The Contractor shall make every effort to install the remainder of the four (4") inch coarse sand layer as soon as possible, after drainage installation, and shall protect drain lines from contamination and crushing. Should any soil wash or blow into drain lines before they are covered by the coarse sand layer, the Contractor shall remove all contamination before installing said gravel layer. The Contractor shall replace any crushed pipes at his own cost and expense.

F. The Contractor shall ensure that the coarse sand layer is not contaminated by native soil prior to installation of root zone mix. The Contractor shall remove and replace any contaminated coarse sand immediately prior to installation of root zone mix.

3.2 ROOT ZONE MIX

A. Root zone mix shall be mixed in one or more central locations--**mixing on the field is absolutely prohibited**. Mixing shall be performed by use of a mechanical soil blender. Other methods of mixing shall be subject to the approval of the Designer. Care should be taken to avoid over shredding the peat. The peat should be moist during mixing to ensure uniform mixing and to minimize peat and sand separation.

B. Before placement on the field, the mix shall be tested by the approved laboratory. Should the mix not meet the recommendations of the laboratory, it shall be modified before placement on the greens or tees. Testing shall occur as indicated above in 2.10-TESTING. Approval by the Owner or Designer does not relieve the Contractor from the responsibility of maintaining a mix of the proper proportions, which is free of objectionable materials.

C. Root zone mix shall be spread on the field by dumping at the periphery of the gravel base and spreading it to the proper depth. The mix shall be spread with a small crawler tractor or other approved track equipment only. **No** wheeled equipment will be allowed. The Contractor shall avoid backing trucks or scrapers onto the field to minimize disturbance and infiltration of root zone mix into the lower layer. For the same reasons, the track equipment spreading the mix

shall keep a minimum of six (6") inches of mix underneath at all times and shall work in a back and forth motion as much as possible.

D. Root zone mix shall be spread to a compacted depth of eight (8") inches over the entire field surface. The mix shall be moist when spread to discourage migration into the lower layer and to assist in compaction. **No** wheeled equipment will be allowed prior to final floating of the field.

E. Laser grade to a finish grade tolerance of plus or minus one quarter (0.25”) inch over the plane of the field.

F. The root zone mix shall be uniformly compacted, to ninety (90%) percent of the Standard Proctor by raking and footing, or other approved methods. A roller is not satisfactory, as it will "bridge" soft spots.

G. Grades shall be verified by survey, conducted by a third party licensed surveyor, paid for by the Contractor. Survey points shall be at twenty (20’) foot increments throughout the site, and as otherwise necessary.

H. Prior to substantial completion, the field shall be subject to inspection to ensure uniform root zone depths. The Contractor shall repair any defective areas with the approved materials and replant the disturbed area according to original specifications. Work shall be at the Contractor's expense and subject to the Designer's approval.

I. In the event the field performance is not satisfactory during the grow-in period, the Designer reserves the right to have the laboratory review the maintenance operation of the greens and conduct a site evaluation at the Owner’s expense to determine if the unsatisfactory performance is due to construction or maintenance problems.

END OF SECTION 32 91 15

**SECTION 32 92 00**
**TURF AND GRASSES**

PART 1 - GENERAL

1.1 DESCRIPTION:

A. This section includes, but is not necessarily limited to, adjusting soil pH; fertilizing, and sodding; in accordance with this Section of the Specifications and all applicable drawings, and subject to the terms and conditions of the Contract.

1.2 GENERAL

A. The Contractor shall be responsible for coordinating his work with that of the field construction and irrigation contractors. No area shall be sodded until it meets the approval of the Designer and Owner, and the irrigation system has been tested and proven to be operational.

B. The Contractor shall work closely with the Designer and Owner, in determining the sodding schedule.

C. Sod suppliers and grassing subcontractors shall be approved by the Owner and the Designer.

PART 2 - PRODUCTS

2.1 Preplant fertilizer (for non-root zone mix areas) shall be Lesco Premium 18-24-12 Starter Fertilizer, utilizing POLY-PLUS technology, or approved equal.

2.2 Postplant fertilizer shall be Lesco 12-24-14 Elite Starter, utilizing POLY-PLUS technology, or approved equal.

2.3 Just prior to sodding, the Contractor shall apply Lesco 18-24-12 Premium Starter, or approved equal, to the areas to be sodded **(excluding root zone mix areas)** at the rate of eight (8) pounds per thousand (1,000) square feet. The Owner should apply postplant fertilizer for one (1) year after germination.

2.4 Root Zone Amendments shall consist of the following, and be added to the root zone mix during the sand/peat blending operations:

| | |
|---|---|
| Dolomite: | 3 lbs/ton of finished mix |
| Iron Humate: | ½ lb/ton of finished mix |
| Tenn Brown Rock Phosphate (0-20-0): | ¼ lb/ton of finished mix |
| Sunflower Hull Ash (0-3-22): | ¼ lb/ton of finished mix |
| Organic Nitrogen (6-3-2): | ½ lb/ton of finished mix |

2.5 Sod shall be SSCA Certified Celebration Hybrid, from a sod farm approved by the Owner and Designer. It shall be strongly rooted and not less than one year old, in vigorous condition and free of uncontrollable weeds or grasses. It shall be rolled sod, with minimum width of forty-two (42”) inches, with any netting removed prior to installation. Before any sod is to be delivered, the Contractor shall notify the Designer in writing as to the location from which the sod is to be obtained and the approximate quantity available, the same shall be subject to inspection and approval before it is lifted. No sod grown on peat or clay shall be used. Sod shall be delivered to the job site within 24 hours after being cut, unless circumstances beyond the Contractor’s control

make it necessary for the sod to be placed in storage, in which case, permission shall be obtained from the Designer. Any sod permitted to dry out or rot may be rejected if, in the judgment of the Owner or Designer, it's survival after placement is doubtful. Owner, or its approved representative, has the right to reject any grass not meeting the highest quality industry standards.

PART 3 - EXECUTION

3.1 FERTILIZATION

A. Prior to final floating and sodding, the planting bed **(excluding root zone mix areas)** shall be fertilized with the preplant fertilizer. Root zone mix shall be treated separately. The Contractor shall not drag soil from outside the root zone mix into the root zone mix.

B. On areas to be sodded **(excluding root zone mix areas)**, the fertilizer shall be applied to the surface prior to laying the sod.

C. The Contractor shall take all care and apply all materials under favorable climatic conditions to ensure uniform distribution at the specified rates.

3.2 SODDING

A. Prior to sodding, these areas shall have been graded smooth, cleaned of debris, and tamped to the satisfaction of the Owner or Designer.

B. Prior to sodding contractor is to verify that soil conditions allow for a permeable rate of ½ inch per hour or greater at least 30” below final grade. If minimum permeability rate is not met underdrains are to be installed per FIFA design standards section 2.4.2.

C. Prior to the placement of sod, the area to be sodded shall receive the soil amendments at the recommended rates. The sod shall then be placed on the prepared surface with the edges in close contact and alternate courses staggered. All spaces between sections of sod, openings at angles and similar gaps shall be plugged with sod. After laying, the sod shall be watered thoroughly and then tamped with approved sod tampers or rolled sufficiently to incorporate the sod with the sod bed and insure tight joints between the sections of strips. Any voids, openings or crevices still left after rolling shall be filled with the root zone mix or topsoil, as appropriate. Upon completion of the above work, the surface of the sodded areas shall coincide with the finished grade, and shall be flush with other grassed areas.

D. The sod shall be trimmed with a sharp cutting tool to conform to the shape and boundary intended by the Designer.

E. The sod along the edge of a sodded area shall be countersunk to soil depth on said sod so that it shall blend smoothly with the surrounding planted areas and shall not cause scalping by normal mowing equipment.

F. The Contractor shall be responsible for maintaining the intended slopes and shapes during the sodding operation. Footprints, etc., shall be smoothed prior to laying the sod, and the sod shall be leveled and tamped in place to conform to the intended slopes and shapes.

G. The Contractor is responsible for properly watering sod immediately after installation. The Owner shall provide any required hoses or nozzles for said watering. After this initial watering, the Owner shall be responsible for further irrigation and maintenance.

## 3.3 POST-PLANTING RESPONSIBILITIES

A. The Contractor shall be responsible for proper, fertilization and watering of each area planted, seeded, or sodded till astablishment. The Contractor shall immediately notify the Owner upon completion of each area, and the Owner shall then be responsible for irrigation and maintenance beyond the initial watering.

B. After initial watering, the planting bed shall be irrigated and maintained by the Contractor as required for the proper establishment of the turf. The Contractor shall not be directly responsible for said maintenance, but shall be responsible for determining whether or not the grass is or isn't being properly cared for. If he fails in this responsibility, he shall be responsible for any required resodding at his own expense. The Contractor shall not be held liable for damage caused due to the Owner's failure to follow the Contractor's recommendations.

C. The Contractor will not be responsible for unsatisfactory growth due to Acts of God, extremely unusual weather (temperature twenty (20%) percent beyond normal extremes, or rainfall two hundred (200%) percent above normal), governmentally imposed watering restrictions, or other circumstances beyond his control.

D. The Contractor shall be responsible for repair of damage caused by his men and equipment, or by his negligence. Repairs shall be done in accordance with the Specifications applicable to the area damaged. Erosion or other damage, not caused by the Contractor shall be the Owner's responsibility.

E. Mowing shall be initiated by the Owner when growth has reached a height of three quarter (3/4”) inches. The Owner and Contractor shall closely coordinate mowing operations to minimize damage caused by such operations.

END OF SECTION 32 92 00

**SECTION 33 05 00**
**COMMON WORK RESULTS FOR UTILITIES**

PART 1 – GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

B. All material and construction shall comply with all applicable FDOT, FAA, and OSHA requirements and standards (latest editions).

C. Refer to Geotechnical Report for additional information and requirements for site clearing, fill, pavement, underdrain and other geotechnical components.

D. All construction shall be in accordance with DEP. City of Port Orange requirements with the most restrictive governing. The lift station standards shall meet City of Port Orange requirements.

1.2 SUMMARY

A. This Section includes the following:

1. Piping joining materials.
2. Transition fittings.
3. Dielectric fittings.
4. Sleeves.
5. Identification devices.
6. Grout.
7. Flowable fill.
8. Piped utility demolition.
9. Piping system common requirements.
10. Equipment installation common requirements.
11. Painting.
12. Concrete bases.
13. Metal supports and anchorages.

1.3 DEFINITIONS

A. Exposed Installations: Exposed to view outdoors or subject to outdoor ambient temperatures and weather conditions.

B. Concealed Installations: Concealed from view and protected from weather conditions and physical contact by building occupants but subject to outdoor ambient temperatures. Examples include installations within unheated shelters.

C. ABS: Acrylonitrile-butadiene-styrene plastic.

D. CPVC: Chlorinated polyvinyl chloride plastic.

E. PE: Polyethylene plastic.

F. PVC: Polyvinyl chloride plastic.

## 1.4 ACTION SUBMITTALS

A. Product Data: For the following:

1. Dielectric fittings.
2. Identification devices.

## 1.5 INFORMATIONAL SUBMITTALS

A. Welding certificates.

## 1.6 QUALITY ASSURANCE

A. Steel Support Welding: Qualify procedures and personnel according to AWS D1.1/D1.1M, "Structural Welding Code - Steel."

B. Steel Piping Welding: Qualify processes and operators according to ASME Boiler and Pressure Vessel Code: Section IX, "Welding and Brazing Qualifications."

1. Comply with provisions in ASME B31 Series, "Code for Pressure Piping."
2. Certify that each welder has passed AWS qualification tests for welding processes involved and that certification is current.

C. Comply with ASME A13.1 for lettering size, length of color field, colors, and viewing angles of identification devices.

## 1.7 DELIVERY, STORAGE, AND HANDLING

A. Deliver pipes and tubes with factory-applied end caps. Maintain end caps through shipping, storage, and handling to prevent pipe end damage and to prevent entrance of dirt, debris, and moisture.

B. Store plastic pipes protected from direct sunlight. Support to prevent sagging and bending.

## 1.8 COORDINATION

A. Coordinate installation of required supporting devices and set sleeves in poured-in-place concrete and other structural components as they are constructed.

B. Coordinate installation of identifying devices after completing covering and painting if devices are applied to surfaces.

C. Coordinate size and location of concrete bases. Formwork, reinforcement, and concrete requirements are specified in [Section 03 30 00 "Cast-in-Place Concrete."]

## PART 2 - PRODUCTS

### 2.1 PIPING JOINING MATERIALS

A. Pipe-Flange Gasket Materials: Suitable for chemical and thermal conditions of piping system contents.

1. ASME B16.21, nonmetallic, flat, asbestos free, 1/8-inch maximum thickness, unless otherwise indicated.

a. Full-Face Type: For flat-face, Class 125, cast-iron and cast-bronze flanges.
b. Narrow-Face Type: For raised-face, Class 250, cast-iron and steel flanges.

2. AWWA C110, rubber, flat face, 1/8 inch thick, unless otherwise indicated; and full-face or ring type, unless otherwise indicated.

B. Flange Bolts and Nuts: ASME B18.2.1, carbon steel, unless otherwise indicated.

C. Plastic, Pipe-Flange Gasket, Bolts, and Nuts: Type and material recommended by piping system manufacturer, unless otherwise indicated.

D. Solder Filler Metals: ASTM B 32, lead-free alloys. Include water-flushable flux according to ASTM B 813.

E. Brazing Filler Metals: AWS A5.8, BCuP Series, copper-phosphorus alloys for general-duty brazing, unless otherwise indicated; and AWS A5.8, BAg1, silver alloy for refrigerant piping, unless otherwise indicated.

F. Welding Filler Metals: Comply with AWS D10.12/D10.12M for welding materials appropriate for wall thickness and chemical analysis of steel pipe being welded.

G. Solvent Cements for Joining Plastic Piping:

1. ABS Piping: ASTM D 2235.

2. CPVC Piping: ASTM F 493.
3. PVC Piping: ASTM D 2564. Include primer according to ASTM F 656.
4. PVC to ABS Piping Transition: ASTM D 3138.

H. Fiberglass Pipe Adhesive: As furnished or recommended by pipe manufacturer.

### 2.2 TRANSITION FITTINGS

A. Transition Fittings, General: Same size as, and with pressure rating at least equal to and with ends compatible with, piping to be joined.

B. Transition Couplings NPS 1-1/2 and Smaller:

1. Underground Piping: Manufactured piping coupling or specified piping system fitting.
2. Aboveground Piping: Specified piping system fitting.

C. AWWA Transition Couplings NPS 2 and Larger:

1. Description: AWWA C219, metal sleeve-type coupling for underground pressure piping.

D. Plastic-to-Metal Transition Fittings:

1. Description: [CPVC] [CPVC and PVC] [PVC] one-piece fitting with manufacturer's Schedule 80 equivalent dimensions; one end with threaded brass insert, and one solvent-cement-joint [or threaded] end.

E. Plastic-to-Metal Transition Unions:

1. Description: MSS SP-107, CPVC and PVC four-part union. Include brass threaded end, solvent-cement-joint plastic end, rubber O-ring, and union nut.

F. Flexible Transition Couplings for Underground Nonpressure Drainage Piping:

1. Description: ASTM C 1173 with elastomeric sleeve, ends same size as piping to be joined, and corrosion-resistant metal band on each end.

## 2.3 DIELECTRIC FITTINGS

A. Dielectric Fittings, General: Assembly of copper alloy and ferrous materials or ferrous material body with separating nonconductive insulating material suitable for system fluid, pressure, and temperature.

B. Dielectric Unions:

1. Description: Factory fabricated, union, NPS 2 and smaller.

a. Pressure Rating: 150 psig minimum at 180 deg F
b. End Connections: Solder-joint copper alloy and threaded ferrous; threaded ferrous.

C. Dielectric Flanges:

1. Description: Factory-fabricated, bolted, companion-flange assembly, NPS 2-1/2 to NPS 4 and larger.

a. Pressure Rating: 150 psig minimum
b. End Connections: Solder-joint copper alloy and threaded ferrous; threaded solder-joint copper alloy and threaded ferrous.

D. Dielectric-Flange Kits:

1. Description: Nonconducting materials for field assembly of companion flanges, NPS 2-1/2 and larger.

a. Pressure Rating: 150 psig minimum
b. Gasket: Neoprene or phenolic.
c. Bolt Sleeves: Phenolic or polyethylene.
d. Washers: Phenolic with steel backing washers.

E. Dielectric Couplings:

1. Description: Galvanized-steel coupling with inert and noncorrosive, thermoplastic lining, NPS 3 and smaller.

a. Pressure Rating: 300 psig at 225 deg F.
b. End Connections: Threaded.

F. Dielectric Nipples:

1. Description: Electroplated steel nipple with inert and noncorrosive, thermoplastic lining.

a. Pressure Rating: 300 psig at 225 deg F
b. End Connections: Threaded or grooved.

## 2.4 SLEEVES

A. Mechanical sleeve seals for pipe penetrations are specified in Section 22 05 17 "Sleeves and Sleeve Seals for Plumbing Piping."

B. Galvanized-Steel Sheet Sleeves: 0.0239-inch minimum thickness; round tube closed with welded longitudinal joint.

C. Steel Pipe Sleeves: ASTM A 53/A 53M, Type E, Grade B, Schedule 40, galvanized, plain ends.

D. Cast-Iron Sleeves: Cast or fabricated "wall pipe" equivalent to ductile-iron pressure pipe, with plain ends and integral waterstop, unless otherwise indicated.

E. Molded PVC Sleeves: Permanent, with nailing flange for attaching to wooden forms.

F. PVC Pipe Sleeves: ASTM D 1785, Schedule 40.

G. Molded PE Sleeves: Reusable, PE, tapered-cup shaped, and smooth outer surface with nailing flange for attaching to wooden forms.

2.5 IDENTIFICATION DEVICES

A. General: Products specified are for applications referenced in other utilities Sections. If more than single type is specified for listed applications, selection is Installer's option.

B. Equipment Nameplates: Metal permanently fastened to equipment with data engraved or stamped.

1. Data: Manufacturer, product name, model number, serial number, capacity, operating and power characteristics, labels of tested compliances, and essential data.
2. Location: Accessible and visible.

C. Stencils: Standard stencils prepared with letter sizes complying with recommendations in ASME A13.1. Minimum letter height is 1-1/4 inches for ducts, and 3/4 inch for access door signs and similar operational instructions.

1. Material: Brass.
2. Stencil Paint: Exterior, oil-based, alkyd-gloss black enamel, unless otherwise indicated. Paint may be in pressurized spray-can form.
3. Identification Paint: Exterior, oil-based, alkyd enamel in colors according to ASME A13.1, unless otherwise indicated.

D. Snap-on Plastic Pipe Markers: Manufacturer's standard preprinted, semirigid, snap-on type. Include color-coding according to ASME A13.1, unless otherwise indicated.

E. Pressure-Sensitive Pipe Markers: Manufacturer's standard preprinted, color-coded, pressure-sensitive-vinyl type with permanent adhesive.

F. Pipes with OD, Including Insulation, Less Than 6 Inches: Full-band pipe markers, extending 360 degrees around pipe at each location.

G. Pipes with OD, Including Insulation, 6 Inches and Larger: Either full-band or strip-type pipe markers, at least three times letter height and of length required for label.

H. Lettering: Manufacturer's standard preprinted captions as selected by Architect.

I. Lettering: Use piping system terms indicated and abbreviate only as necessary for each application length.

1. Arrows: Either integrally with piping system service lettering to accommodate both directions of flow, or as separate unit on each pipe marker to indicate direction of flow.

J. Plastic Tape: Manufacturer's standard color-coded, pressure-sensitive, self-adhesive vinyl tape, at least 3 mils thick.

1. Width: 1-1/2 inches on pipes with OD, including insulation, less than 6 inches; 2-1/2 inches for larger pipes.
2. Color: Comply with ASME A13.1, unless otherwise indicated.

K. Valve Tags: Stamped or engraved with 1/4-inch letters for piping system abbreviation and 1/2-inch sequenced numbers. Include 5/32-inch hole for fastener.

1. Material: 0.032-inch- thick, polished brass or aluminum.

2. Material: 0.0375-inch- thick stainless steel.
3. Material: 3/32-inch- thick plastic laminate with 2 black surfaces and a white inner layer.
4. Material: Valve manufacturer's standard solid plastic.
5. Size: 1-1/2 inches in diameter, unless otherwise indicated.
6. Shape: As indicated for each piping system.

L. Valve Tag Fasteners: Brass, wire-link or beaded chain; or brass S-hooks.

M. Engraved Plastic-Laminate Signs: ASTM D 709, Type I, cellulose, paper-base, phenolic-resin-laminate engraving stock; Grade ES-2, black surface, black phenolic core, with white melamine subcore, unless otherwise indicated. Fabricate in sizes required for message. Provide holes for mechanical fastening.

1. Engraving: Engraver's standard letter style, of sizes and with terms to match equipment identification.
2. Thickness: 1/8 inch, unless otherwise indicated.
3. Thickness: 1/16 inch, for units up to 20 sq. in. or 8 inches in length, and 1/8 inch for larger units.
4. Fasteners: Self-tapping, stainless-steel screws or contact-type permanent adhesive.

N. Plastic Equipment Markers: Manufacturer's standard laminated plastic, in the following color codes:

1. Green: Cooling equipment and components.
2. Yellow: Heating equipment and components.
3. Brown: Energy reclamation equipment and components.
4. Blue: Equipment and components that do not meet criteria above.
5. Hazardous Equipment: Use colors and designs recommended by ASME A13.1.
6. Terminology: Match schedules as closely as possible. Include the following:

    a. Name and plan number.
    b. Equipment service.

    c. Design capacity.
    d. Other design parameters such as pressure drop, entering and leaving conditions, and speed.

7. Size: 2-1/2 by 4 inches for control devices, dampers, and valves; 4-1/2 by 6 inches for equipment.

O. Plasticized Tags: Preprinted or partially preprinted, accident-prevention tags, of plasticized card stock with mat finish suitable for writing.

1. Size: 3-1/4 by 5-5/8 inches
2. Fasteners: Brass grommets and wire.
3. Nomenclature: Large-size primary caption such as DANGER, CAUTION, or DO NOT OPERATE.

P. Lettering and Graphics: Coordinate names, abbreviations, and other designations used in piped utility identification with corresponding designations indicated. Use numbers, letters, and terms indicated for proper identification, operation, and maintenance of piped utility systems and equipment.

1. Multiple Systems: Identify individual system number and service if multiple systems of same name are indicated.

2.6 GROUT

A. Description: ASTM C 1107, Grade B, nonshrink and nonmetallic, dry hydraulic-cement grout.

1. Characteristics: Post hardening, volume adjusting, nonstaining, noncorrosive, nongaseous, and recommended for interior and exterior applications.
2. Design Mix: 5000-psi, 28-day compressive strength.
3. Packaging: Premixed and factory packaged.

2.7 FLOWABLE FILL

A. Description: Low-strength-concrete, flowable-slurry mix.

1. Cement: ASTM C 150, Type I, Portland.
2. Density: 115- to 145-lb/cu. ft.
3. Aggregates: ASTM C 33, natural sand, fine and crushed gravel or stone, coarse.
4. Aggregates: ASTM C 33, natural sand, fine.
5. Admixture: ASTM C 618, fly-ash mineral.
6. Water: Comply with ASTM C 94/C 94M.
7. Strength: 100 to 200 psig at 28 days.

PART 3 - EXECUTION

3.1 PIPED UTILITY DEMOLITION

A. Refer to Section 02 41 19 "Selective Demolition" for general demolition requirements and procedures.

B. Disconnect, demolish, and remove piped utility systems, equipment, and components indicated to be removed.

1. Piping to Be Removed: Remove portion of piping indicated to be removed and cap or plug remaining piping with same or compatible piping material.
2. Piping to Be Abandoned in Place: Drain piping. Fill abandoned piping with flowable fill, and cap or plug piping with same or compatible piping material.
3. Equipment to Be Removed: Disconnect and cap services and remove equipment.
4. Equipment to Be Removed and Reinstalled: Disconnect and cap services and remove, clean, and store equipment; when appropriate, reinstall, reconnect, and make operational.
5. Equipment to Be Removed and Salvaged: Disconnect and cap services and remove equipment and deliver to Owner.

C. If pipe, insulation, or equipment to remain is damaged in appearance or is unserviceable, remove damaged or unserviceable portions and replace with new products of equal capacity and quality.

3.2 DIELECTRIC FITTING APPLICATIONS

A. Dry Piping Systems: Connect piping of dissimilar metals with the following:

1. NPS 2 and Smaller: Dielectric unions.
2. NPS 2-1/2 to NPS 12: Dielectric flanges.

B. Wet Piping Systems: Connect piping of dissimilar metals with the following:

1. NPS 2 and Smaller: Dielectric couplings or dielectric nipples.
2. NPS 2-1/2 to NPS 4: Dielectric nipples.
3. NPS 2-1/2 to NPS 8: Dielectric nipples [or dielectric flange kits].
4. NPS 10 and NPS 12: Dielectric flange kits.

3.3 PIPING INSTALLATION

A. Install piping according to the following requirements and utilities Sections specifying piping systems.

B. Drawing plans, schematics, and diagrams indicate general location and arrangement of piping systems. Indicated locations and arrangements were used to size pipe and calculate friction loss, expansion, pump sizing, and other design considerations. Install piping as indicated unless deviations to layout are approved on the Coordination Drawings.

C. Install piping indicated to be exposed and piping in equipment rooms and service areas at right angles or parallel to building walls. Diagonal runs are prohibited unless specifically indicated otherwise.

D. Install piping to permit valve servicing.

E. Install piping at indicated slopes.

F. Install piping free of sags and bends.

G. Install fittings for changes in direction and branch connections.

H. Select system components with pressure rating equal to or greater than system operating pressure.

I. Sleeves are not required for core-drilled holes.

J. Permanent sleeves are not required for holes formed by removable PE sleeves.

K. Install sleeves for pipes passing through concrete and masonry walls and concrete floor and roof slabs.

1. Cut sleeves to length for mounting flush with both surfaces.

a. Exception: Extend sleeves installed in floors of equipment areas or other wet areas 2 inches above finished floor level.

2. Install sleeves in new walls and slabs as new walls and slabs are constructed.

    a. PVC Pipe Sleeves: For pipes smaller than NPS 6.
    b. Steel Sheet Sleeves: For pipes NPS 6 and larger, penetrating gypsum-board partitions.

L. Verify final equipment locations for roughing-in.

M. Refer to equipment specifications in other Sections for roughing-in requirements.

## 3.4 PIPING JOINT CONSTRUCTION

A. Join pipe and fittings according to the following requirements and utilities Sections specifying piping systems.

B. Ream ends of pipes and tubes and remove burrs. Bevel plain ends of steel pipe.

C. Remove scale, slag, dirt, and debris from inside and outside of pipe and fittings before assembly.

D. Threaded Joints: Thread pipe with tapered pipe threads according to ASME B1.20.1. Cut threads full and clean using sharp dies. Ream threaded pipe ends to remove burrs and restore full ID. Join pipe fittings and valves as follows:

1. Apply appropriate tape or thread compound to external pipe threads unless dry seal threading is specified.
2. Damaged Threads: Do not use pipe or pipe fittings with threads that are corroded or damaged. Do not use pipe sections that have cracked or open welds.

E. Welded Joints: Construct joints according to AWS D10.12/D10.12M, using qualified processes and welding operators according to Part 1 "Quality Assurance" Article.

F. Flanged Joints: Select appropriate gasket material, size, type, and thickness for service application. Install gasket concentrically positioned. Use suitable lubricants on bolt threads.

G. Grooved Joints: Assemble joints with grooved-end pipe coupling with coupling housing, gasket, lubricant, and bolts according to coupling and fitting manufacturer's written instructions.

H. Soldered Joints: Apply ASTM B 813 water-flushable flux, unless otherwise indicated, to tube end. Construct joints according to ASTM B 828 or CDA's "Copper Tube Handbook," using lead-free solder alloy (0.20 percent maximum lead content) complying with ASTM B 32.

I. Brazed Joints: Construct joints according to AWS's "Brazing Handbook," "Pipe and Tube" Chapter, using copper-phosphorus brazing filler metal complying with AWS A5.8.

J. Pressure-Sealed Joints: Assemble joints for plain-end copper tube and mechanical pressure seal fitting with proprietary crimping tool to according to fitting manufacturer's written instructions.

K. Plastic Piping Solvent-Cemented Joints: Clean and dry joining surfaces. Join pipe and fittings according to the following:

1. Comply with ASTM F 402 for safe-handling practice of cleaners, primers, and solvent cements.
2. ABS Piping: Join according to ASTM D 2235 and ASTM D 2661 appendixes.
3. CPVC Piping: Join according to ASTM D 2846/D 2846M Appendix.
4. PVC Pressure Piping: Join schedule number ASTM D 1785, PVC pipe and PVC socket fittings according to ASTM D 2672. Join other-than-schedule-number PVC pipe and socket fittings according to ASTM D 2855.
5. PVC Nonpressure Piping: Join according to ASTM D 2855.
6. PVC to ABS Nonpressure Transition Fittings: Join according to ASTM D 3138 Appendix.

L. Plastic Pressure Piping Gasketed Joints: Join according to ASTM D 3139.

M. Plastic Nonpressure Piping Gasketed Joints: Join according to ASTM D 3212.

N. Plastic Piping Heat-Fusion Joints: Clean and dry joining surfaces by wiping with clean cloth or paper towels. Join according to ASTM D 2657.

1. Plain-End PE Pipe and Fittings: Use butt fusion.
2. Plain-End PE Pipe and Socket Fittings: Use socket fusion.

O. Bonded Joints: Prepare pipe ends and fittings, apply adhesive, and join according to pipe manufacturer's written instructions.

## 3.5 PIPING CONNECTIONS

A. Make connections according to the following, unless otherwise indicated:

1. Install unions, in piping NPS 2 and smaller, adjacent to each valve and at final connection to each piece of equipment.
2. Install flanges, in piping NPS 2-1/2 and larger, adjacent to flanged valves and at final connection to each piece of equipment.
3. Install dielectric fittings at connections of dissimilar metal pipes.

## 3.6 EQUIPMENT INSTALLATION

A. Install equipment level and plumb, unless otherwise indicated.

B. Install equipment to facilitate service, maintenance, and repair or replacement of components. Connect equipment for ease of disconnecting, with minimum interference with other installations. Extend grease fittings to an accessible location.

C. Install equipment to allow right of way to piping systems installed at required slope.

## 3.7 PAINTING

A. Painting of piped utility systems, equipment, and components is specified in Section 09 91 13 "Exterior Painting," Section 09 91 23 "Interior Painting," and Section 09 96 00 "High-Performance Coatings."

B. Damage and Touchup: Repair marred and damaged factory-painted finishes with materials and procedures to match original factory finish.

## 3.8 IDENTIFICATION

A. Piping Systems: Install pipe markers on each system. Include arrows showing normal direction of flow.

1. Stenciled Markers: According to ASME A13.1.
2. Plastic markers, with application systems. Install on insulation segment if required for hot noninsulated piping.

3. Locate pipe markers on exposed piping according to the following:

    a. Near each valve and control device.
    b. Near each branch, excluding short takeoffs for equipment and terminal units. Mark each pipe at branch if flow pattern is not obvious.
    c. Near locations where pipes pass through walls or floors or enter inaccessible enclosures.
    d. At manholes and similar access points that permit view of concealed piping.
    e. Near major equipment items and other points of origination and termination.

B. Equipment: Install engraved plastic-laminate sign or equipment marker on or near each major item of equipment.

1. Lettering Size: Minimum 1/4 inch high for name of unit if viewing distance is less than 24 inches, 1/2 inch high for distances up to 72 inches, and proportionately larger lettering for greater distances. Provide secondary lettering two-thirds to three-fourths of size of principal lettering.
2. Text of Signs: Provide name of identified unit. Include text to distinguish among multiple units, inform user of operational requirements, indicate safety and emergency precautions, and warn of hazards and improper operations.

C. Adjusting: Relocate identifying devices that become visually blocked by work of this or other Divisions.

## 3.9 CONCRETE BASES

A. Concrete Bases: Anchor equipment to concrete base according to equipment manufacturer's written instructions and according to seismic codes at Project.

1. Construct concrete bases of dimensions indicated, but not less than 4 inches larger in both directions than supported unit.
2. Install dowel rods to connect concrete base to concrete floor. Unless otherwise indicated, install dowel rods on 18-inch centers around the full perimeter of base.

3. Install epoxy-coated anchor bolts for supported equipment that extend through concrete base, and anchor into structural concrete floor.
4. Place and secure anchorage devices. Use supported equipment manufacturer's setting drawings, templates, diagrams, instructions, and directions furnished with items to be embedded.
5. Install anchor bolts to elevations required for proper attachment to supported equipment.

6. Install anchor bolts according to anchor-bolt manufacturer's written instructions.
7. Use 3000-psi, 28-day compressive-strength concrete and reinforcement as specified in Section 03 30 00 "Cast-in-Place Concrete."

## 3.10 ERECTION OF METAL SUPPORTS AND ANCHORAGES

A. Refer to Section 05 50 00 "Metal Fabrications" for structural steel.

B. Cut, fit, and place miscellaneous metal supports accurately in location, alignment, and elevation to support and anchor piped utility materials and equipment.

C. Field Welding: Comply with AWS D1.1/D1.1M.

## 3.11 GROUTING

A. Mix and install grout for equipment base bearing surfaces, pump and other equipment base plates, and anchors.

B. Clean surfaces that will come into contact with grout.

C. Provide forms as required for placement of grout.

D. Avoid air entrapment during placement of grout.

E. Place grout, completely filling equipment bases.

F. Place grout on concrete bases and provide smooth bearing surface for equipment.

G. Place grout around anchors.

H. Cure placed grout.

END OF SECTION 33 05 00

# CITY OF PORT ORANGE, FLORIDA

# INVITATION TO BID
# ITB #26-07
# CITY CENTER SPORTS COMPLEX EXPANSION

City of Port Orange Purchasing Division
Prepared by: Rita Cooper
Release Date: APRIL 17, 2026

## Bid Due Date & Time: MAY 15, 2026 @ 3:30 PM

City of Port Orange, Florida
1000 City Center Circle, Port Orange, FL 32129
(386) 506-5740
purchdiv@port-orange.org; www.port-orange.org

# Legal Notice to Bidders

## ITB #26-07
## City Center Sports Complex Expansion

**Notice is hereby given that the City of Port Orange is soliciting bids for ITB#26-07 City Center Sports Complex Expansion.** Bids will be accepted in the City Clerk's office, Port Orange City Hall, 1000 City Center Circle, Port Orange, Florida 32129 until **3:30 PM Eastern Standard Time (EST) on MAY 15, 2026** which may be amended by addendum issued by the City. All untimely bids will not be considered and will be returned to the Bidder unopened. All bids will be evaluated to ensure they contain all required forms in order to deem the Bidder responsive or non-responsive. **Bids will be opened and read aloud at 3:30 PM EST in Council Chambers.**

There will be a **Mandatory Pre-Bid Conference and site visit @4651 City Center Circle** for the project at **2:00 PM EST** on **APRIL 24, 2026** at City Hall, Council Chambers (1st floor), 1000 City Center Circle, Port Orange, FL 32129. All prospective Bidders must attend the meeting and site visit. **Only Bidders attending the Mandatory Pre-Bid Conference and site visit will be eligible to submit a Bid.** All attendees to the Pre-Bid Conference and site visit must sign in. The representative of each Bidder shall be an authorized employee of the Bidder and MUST sign in accordingly. Bidders are urged to obtain bid documents and familiarize themselves with the documents prior to the pre-bid conference.

**DESCRIPTION: THE EXPANSION OF CITY CENTER SPORTS COMPLEX, THE PROJECT WILL INCLUDE TWO (2) MULTI-PURPOSE FIELDS WITH LIGHTS, A SUPPORT BUILDING (RESTROOM, CONCESSION AND STORAGE) AND PARKING.**

**Bidders must be a commercial entity licensed to do business in the State of Florida and perform the services identified herein. Bidders must be properly registered and licensed to provide the services identified in the scope of work by all applicable state and local agencies.**

Bidder must include with their submittal a bid guarantee in the form of a bid bond executed by the Bidder and an acceptable surety or a certified check or bank draft payable to the City of Port Orange, Florida in an amount equal to five percent (5%) of the proposed bid. If awarded, the Bidder must also be able to obtain both payment and performance bonds equal to one hundred percent (100%) of the project value from a surety company licensed in Florida and must submit proof of their present bonding capacity with their submitted bid package in the form of a current (not older than 3 months) letter from Bidder's bonding agent. Bidder's failure to include the bonding capacity letter with bid package may result in rejection of Bidder's submittal.

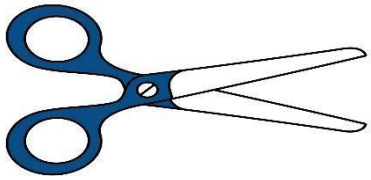
All bids are solicited and shall be made pursuant to the Code of Ordinances, City of Port Orange, Chapter 2, Article VI, Division 2, Section 2-263, and all bids will be evaluated in accordance with Chapter 2, Article VI, Division 2, Section 2-266. Code of Ordinances, City of Port Orange is on file in the Office of the City Clerk, City Hall, 1000 City Center Circle, Port Orange, Florida 32129 and at www.municode.com.

Copies of the bid documents, requirements, scope of service and all other pertinent information necessary to submit a complete package may be obtained electronically from the City of Port Orange Purchasing web page at www.port-orange.org/bids.aspx and DemandStar via their website at www.demandstar.com.

All questions shall be directed **in writing** to RITA COOPER, BUYER, RCOOPER@PORT-ORANGE.ORG and purchdiv@port-orange.org and reference "Questions on "ITB 26-07 CITY CENTER SPORTS COMPLEX EXPANSION" in the subject line. Last day for questions will be MAY 1, 2026, by 5:00 PM EST.

The Cone of Silence begins with the issuance of the solicitation document and continues until City Council meets to make a final decision on an award. During this time Bidders, suppliers, contractors and sub-contractors are prohibited from all communications regarding the solicitation with City staff, City consultants, City legal counsel, City agents, or elected officials. Any Bidder who initiates any discussions or attempts to influence a member or members of the aforementioned shall be disqualified from continued participation in the procurement process with regard to that particular solicitation. While the Cone of Silence is in effect, all communications from potential Bidders, suppliers, contractors and sub-contractors must be directed to the Purchasing Division @ purchdiv@port-orange.org.

**Cut along the outer border and affix this label to the outside of your sealed bid envelope/package to identify it as a "Sealed Bid". Be sure to include the name of the company submitting the bid where requested.**



**SEALED BID – DO NOT OPEN**

**SEALED BID NO.:** **ITB #26-07**

**BID TITLE:** **CITY CENTER SPORTS COMPLEX EXPANSION**

**DUE DATE/TIME:** **MAY 15, 2026 AT 3:30 PM EST**

**SUBMITTED BY:** _____
**(Name of Company)**

**BIDDER'S ADDRESS:** _____

_____

**DELIVER TO:** **CITY OF PORT ORANGE CITY CLERK'S OFFICE**
**ATTN: RITA COOPER, BUYER**
**PURCHASING DIVISION**
**1000 CITY CENTER CIRCLE**
**PORT ORANGE, FL 32129**

**DATE/TIME RECEIVED:**_____
**(To be stamped by Clerk's Office)**

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# SECTION 1 – PURPOSE AND OVERVIEW

The purpose of this Invitation to Bid (ITB) is to solicit competitive sealed bids from Firms or Companies (Bidders) for **the expansion of City Center Sports Complex, the project will include two (2) multi-purpose fields with lights,(install of owner furnished lights), a support building (restroom, concession and storage) and parking.**

It is the intent and purpose of the City of Port Orange (City) that this Invitation to Bid promotes competitive selection. It shall be the Bidder's responsibility to advise the Purchasing Division of any language, requirements, etc. or any combination thereof that inadvertently restricts or limits the requirements stated in this ITB to a single source.

# SECTION 2 – INSTRUCTIONS TO BIDDERS

Bidders desiring to provide services, as described herein shall submit sealed bids, including one (1) original and one (1) digital (flash drive) version in PDF format, in conformance with the detailed submittal instructions.

**TIMELINE (Eastern Standard Time)**

*The City reserves the right to alter dates as needed.*

| DESCRIPTION | DATE |
|---|---|
| Date of distribution | APRIL 17, 2026 |
| Mandatory Pre-bid conference and site visit | APRIL 24, 2026 @2PM |
| Deadline for questions | MAY 1, 2026 by 5:00 PM |
| Addendum posting (if needed) | MAY 8, 2026 |
| **Bids due** | MAY 15, 2026 by 3:30 PM |
| City Council meeting for approval of Recommendation of Award | To Be Determined |

Bids must be delivered in a sealed envelope/package and delivered to:

City of Port Orange City Clerk's Office
Attn: RITA COOPER, BUYER
Purchasing Division
1000 City Center Circle
Port Orange, FL 32129

Sealed bids must be delivered no later than the date and time listed in the Timeline above. All times referenced are local time. Bids shall be sealed and Bidders shall clearly indicate on the outside of their bid the following:

a. Invitation to Bid (ITB) Number and Title
b. Date of Opening
c. Name of Bidder
d. Address of Bidder

Due to the timing of mail service, the City cautions Bidders to ensure actual delivery of bids to the City prior to the deadline set for receiving bids. Carrier and hand deliveries of bids will be accepted in the City Clerk's Office, Port Orange City Hall, 1000 City Center Circle, Port Orange, Florida 32129 until the date and time referenced in the Timeline above or as amended by addendum issued by the City. Bids received after the established deadline shall not be considered.

**Bidders are cautioned that they are responsible for delivery to the specific location cited above. Therefore, if your bid, proposal, statement or quotation is delivered by an express mail carrier or by any other means, it is your responsibility to ensure delivery to the above address. The City will not be responsible for deliveries made to any place other than the specified address.**

Offers by telephone, email or fax will not be accepted.

All bids will be opened publicly and the names of all Bidders shall be read aloud. All conferences and meetings regarding this ITB are recorded electronically (audio only). The City of Port Orange reserves the right to reject any or all bids or parts of bids if it is in the best interest of the City.

**PRE-BID CONFERENCE**

There will be a Mandatory pre-bid conference and site visit 4651 City Center Circle on the date and time referenced in the Timeline above at City Hall, Council Chambers (1st Floor), 1000 City Center Circle, Port Orange, Florida 32129. All prospective Bidders must attend the meeting and site visit. **Only Bidders attending the Mandatory pre-bid conference and site visit will be eligible to submit a bid.** All attendees to the Mandatory pre-bid conference and site visit MUST sign in. The representative of each Bidder shall be an authorized employee of the Bidder and must sign in accordingly. The site visit will immediately follow the meeting in Council Chambers.

**QUESTIONS**

All questions shall reference ''ITB #26-07 CITY CENTER SPORTS COMPLEX EXPANSION" in the subject line. All questions concerning this ITB shall be submitted in writing no later than the date and time referenced in the Timeline above to:

Rita Cooper, Buyer
1000 City Center Circle
Port Orange, FL 32129
RCOOPER@PORT-ORANGE.ORG
purchdiv@port-orange.org

**ADDENDA**

The City will issue responses to inquiries and any other corrections or amendments it deems necessary in written addenda issued prior to the bid due date. Bidders should not rely on any representations, statements or explanations other than those made in this ITB or in any addendum to this ITB. Where there appears to be a conflict between the ITB and any addenda issued, the last addendum issued will prevail. The Bidder should verify prior to submitting a bid that all addenda have been received and reviewed. All addenda will be published on the City Purchasing web page at www.port-orange.org/bids.aspx and the DemandStar website at www.demandstar.com.

**The City of Port Orange reserves the right to consider the omission of an acknowledgment of addendum as cause for rejection of the ITB submittal.**

This provision exists solely for the convenience and administrative efficiency of the City of Port Orange. No Bidder or other third party gains any rights by virtue of this provision or the application thereof, nor shall any Bidder or third party have any standing to sue or cause of action arising therefrom.

**CLARIFICATIONS**

It is the Bidder's responsibility to become familiar with and fully informed regarding the terms, conditions and specifications of this ITB. Lack of understanding and/or misinterpretation of any portions of this ITB shall not be cause for withdrawal of your bid after opening or for subsequent protest of award.

**MINIMUM QUALIFICATIONS**

Bidders shall be licensed to do business in the State of Florida. Submit Sunbiz report showing your company registered as "Active".

Bidders must provide a minimum of three (3) verifiable references from similar scopes of work as identified in this ITB on the provided *Professional References* form (Form 7.8). Failure to provide verifiable references may cause the Bidder to be deemed non-responsive. The City of Port Orange is not to be used as a reference.

**NO LOBBYING**

All Bidders are hereby placed on notice that the City of Port Orange Council, City Employees/Staff, nor Members of the Evaluation Committee (with the exception of the City of Port Orange Purchasing Division personnel designated to receive requests for interpretations or corrections) are not to be lobbied, directly or indirectly either individually or collectively, regarding this ITB. During the entire procurement process, all Bidders and their subcontractors, sub-consultants, or agents are hereby placed on notice that they are not to contact any persons listed above for such purposes as holding meetings of introduction, dinners, etc. if they intend to submit or have

submitted bids for this project. Any Bidder contacting individuals mentioned herein in violation of this warning may automatically be disqualified from further consideration for this ITB.

**SCHEDULE OF UNIT PRICING**

Schedule of Unit Pricing is to be completed as directed and without modification and returned as part of the ITB submittal prior to the ITB deadline for submission. Failure to fill out the Schedule of Unit Pricing as directed and without modification will negatively affect the evaluation of your bid. If the City has a need to revise the Schedule of Unit Pricing prior to the bid submittal deadline, it will do so in a published addendum. If the City does revise the Schedule of Unit Pricing, bidders **must** complete and return the City issued revised version of the Schedule of Unit Pricing. If bidder does NOT complete and return the City issued revised version of the Schedule of Unit Pricing their bid submittal will be deemed non-responsive.

**EXCEPTIONS TO SPECIFICATIONS**

If taking exception to any portion of the ITB specifications, the Bidder must indicate those exceptions as stated on the *Bidder's Acknowledgement* (Form 7.2).

**BID SUBMISSION AND WITHDRAWAL**

Unless otherwise specified, Bidder shall use the forms supplied by the Purchasing Division. Bids, once opened, become the property of the City, cannot be withdrawn, and will not be returned to the Bidders. Upon opening, bids become subject to public disclosure in accordance with Chapter 119, Florida Statutes.

**CORRECTION OF BIDS**

Correction of inadvertently erroneous bids shall be permitted up to the time of ITB opening. Bidders shall not be allowed to modify their bids after the opening time and date.

**WITHDRAWAL OF BIDS**

NO bid shall be withdrawn for a period of one-hundred-twenty (120) days subsequent to the bid opening without the consent of the City of Port Orange. Negligence on the part of the Bidder's firm in preparing their bid confers no right of withdrawal or modification after the bid has been opened at the appointed time and place by the City of Port Orange. Any such withdrawn bid shall not be resubmitted.

**OPENING OF BIDS**

Bids will be received until the date and time stated in this ITB and will be publicly opened and read at the place, time and date stated. The City bears no responsibility for the premature opening of a bid not properly addressed and identified.

**LITIGATION HISTORY**

The City will consider a Bidder's litigation history information in its review and determination of responsibility. All Bidders are required to disclose to the City all "material" cases filed, pending, or resolved during the last five (5) years prior to the solicitation response due date, whether such cases were brought by or against the Bidder, any parent or subsidiary of the Bidder, or any predecessor organization. If the Bidder is a joint venture, the information provided should encompass the joint venture (if it is not newly formed for purposes of responding to the solicitation) and each of the entities forming the joint venture. Although the review of a Bidder's litigation history is an issue of responsibility, the failure to provide litigation history as required in the Evaluation Criteria may result in a recommendation of non- responsive by the Purchasing Manager.

**DEBARMENT HISTORY**

The City will consider a Bidder's debarment history information in its review and determination of responsibility. All Bidders are required to disclose to the City all cases of debarment filed, pending, or resolved by the City or other public entity during the last five (5) years prior to the solicitation response due date, whether such actions were brought by or against the Bidder, any parent or subsidiary of the Bidder, or any predecessor organization. If the Bidder is a joint venture, the information provided should encompass the joint venture (if it is not newly formed for purposes of responding to the solicitation) and each of the entities forming the joint venture. Although the review of a Bidder's debarment history is an issue of responsibility, the failure to provide debarment history as required on the *Certification Regarding Debarment, Suspension and Other Responsibility Matters* (contained herein) may result in a recommendation of non-responsive by the Purchasing Manager.

**REJECTION OF BIDS**
The City reserves the right to reject any and/or all bids when such rejection is in the best interest of the City.

**BIDS MAY BE REJECTED AND/OR BIDDER(S) DISQUALIFIED FOR THE FOLLOWING REASONS:**
(a) Failure to update the information on file including address, product, service or business descriptions.
(b) Failure to perform according to contract provisions.
(c) Conviction in a court of law of any criminal offense in connection with the conducting of business.
(d) Evidence of a violation of any federal or state antitrust law based on the submission of bids or proposals, or the awarding of contracts.
(e) Evidence that the Bidder has attempted to give a City employee a gratuity of any kind for the purpose of influencing a recommendation or decision in connection with any part of the City's purchasing activity.
(f) Other reasons deemed appropriate by the City.

**OWNERSHIP OF DOCUMENTS**
All documents resulting from this solicitation will become the sole property of the City of Port Orange. The Bidder must meet all requirements for retaining public records and transfer, at no cost, to the City all public records in the possession of the Bidder upon termination of this Agreement 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 in a format that is compatible with the information technology systems of the City.

**AMERICANS WITH DISABILITIES ACT (ADA)**
If you need special services provided under the Americans with Disabilities Act, contact the ADA Coordinator in our Human Resources office at 386-506-5560 at least 48 hours before the scheduled event.

**REQUIRED DOCUMENTS FOR AWARDED BIDDER**
The awarded Bidder shall return all the required post-award documents within 10 days after the issuance of the Notice of Intent to Award in order to execute the contract.

## SECTION 3 – SCOPE OF WORK

**SCOPE OF WORK:**

This project is for the expansion of City Center Sport Complex located adjacent to the REC at 4651 City Center Circle. The project will include two (2) multi-purpose fields with lights, install of owner furnished lights, a support building (restroom, concession and storage) and parking more particularly described in the Attachment 2 City Center Sport Complex Expansion Project Manual and Attachment 3 City Center Sport Complex Expansion Drawing documents found on the City's webpage at www.port-orange.org/bids.aspx and DemandStar via their website at www.demandstart.com.

# SECTION 4 – STANDARD PURCHASE DEFINITIONS

The City will use the following definitions in instructions to Bidders, terms and conditions, special provisions, technical specifications and any other solicitation documents.

1. **Addendum** is a formal written document, released prior to the public opening that modifies any aspect of a Solicitation. Plural: Addenda
2. **Alternate Bid** means multiple bids with substantive variations from the same Bidder in response to a Solicitation.
3. **Amendment** is a formal written agreement, signed by both parties, that modifies an existing contractual agreement.
4. **Appropriate, Appropriated, or Appropriation** means the adoption by the City Council of the City of a budget fora fiscal year that includes payments to be made under the Contract during the respective fiscal year.
5. **Best Value** means the highest overall value to the City based on factors that include, but are not limited to, price, quality, design, and workmanship.
6. **Bid** is a complete, properly signed response to an Invitation to Bid, which if accepted, would bind the Bidder to perform the resultant Contract.
7. **Bid Guaranty (Bid Bond)** guarantees that the Bidder (a) will not withdraw the bid within the period specified for acceptance, and (b) will execute a Contract and furnish required bonds and any necessary insurance within the time specified in the Solicitation, unless a longer time is allowed by the City. The guarantee will be returned to the Bidder upon execution of a Contract
8. **Bidder or Proposer** is a person, firm, or entity that that submits a Response to a Solicitation. Any Bidder/Proposer may be represented by an agent after submitting evidence demonstrating the agent's authority. The agent cannot certify as to his own agency status.
9. **City** means the City of Port Orange.
10. **Competitive Negotiation** means a method for acquiring goods, services, and construction for public use in which discussions or negotiations may be conducted with responsible offerers who submit Responses through a Request for Proposals, Request for Statements of Qualifications, or Invitation to Negotiate.
11. **Competitive (Formal) Solicitation** is the process of requesting and receiving two or more sealed bids, proposals, statements of qualifications or replies submitted by responsive Bidders/Proposers in accordance with the terms of a competitive process, regardless of the method of procurement.
12. **Competitive Range** means the responsive submissions that meet the evaluation criteria and are considered to be reasonably susceptible of award.
13. **Construction** means the process of building, repairing, improving, and alterations, conversion or extension of building, parks, utilities, streets or other improvements or alterations to real property.
14. **Contract** is a written agreement or purchase order issued for the purchase of goods or services.
15. **Contractor** means the person, firm or entity selling goods or services to the City under a Contract.
16. **Deliverables** means the goods, products, materials, and/or services to be provided to the City by a Bidder.
17. **Due Date** means the date and time specified for receipt of Responses to a Solicitation.
18. **End User** is a person, program, agency, or other eligible user who uses a contract to purchase a commodity or contractual service.
19. **Evaluation Committee/Team** is a temporary group of City personnel who are responsible for the evaluation of proposals, statements of qualifications or replies as part of a Request for Proposals (RFP), Request for Submission of Qualifications (RFSQ), or Invitation to Negotiate (ITN), or competitive grant process.
20. **Evaluator** is a member of the evaluation committee/team.
21. **Goods** are supplies, materials, or equipment.
22. **Intent to Award** is a document, published on DemandStar, that informs the public and respondents of the City's decision to award a contract pursuant to a previously issued competitive solicitation.
23. **Invitation to Bid (ITB) or Bid** means a formal request to prospective Bidders requesting pricing for a specified Good or Service which has been advertised for bid in a newspaper.
24. **Invitation to Negotiate (ITN)** means a formal request to prospective proposers requesting proposed specifications and pricing of a product and/or service which has been advertised for replies in a newspaper.
25. **Issues** means points, matters, or concerns to be addressed during negotiations.

26. **Lead Negotiator** is the negotiator responsible for leading and facilitating the formal negotiation discussions and selecting other required negotiation team members. Is often the "driver of change" and seeks alternatives/options.
27. **Lowest Responsible Bid** means the responsive bid meeting all requirements of the specifications, terms, and conditions of the Invitation to Bid resulting in the lowest cost to the City in a total cost concept or based solely on price, taking into consideration the financial and practical ability of the Bidder to perform the Contract, past performance of the Bidder, and compliance with all City ordinances concerning the purchasing process.
28. **Lowest Responsible Bidder** means the Bidder submitting lowest responsible bid.
29. **Negotiation Team** is a temporary group of City personnel who are responsible for negotiations as part of an Invitation to Negotiate (ITN).
30. **Negotiator** is a member of the negotiation team.
31. **Non-Professional Services** are services performed that are not of a professional nature such as lawn care, security, janitorial, etc.
32. **Offer** means a complete signed Response submitted to the City in response to a Solicitation including, but not limited to, a bid submitted in response to an Invitation to Bid, a Proposal submitted in response to a Request for Proposal, a Quote submitted in response to a Request for Quotation, a Statement of Qualifications and interest submitted in response to a Request for Statements of Qualifications, or a Reply submitted in response to an Invitation to Negotiate.
33. **DemandStar** is the official online repository for all City competitive solicitations.
34. **Outlier** is a bid, offer, or proposal which is determined by the Purchasing Director or Manager to be significantly dissimilar to or inconsistent with, competing bids or offers.
35. **Pre-Bid/Proposal/Statement/Reply Conference** means a meeting conducted by the Purchasing Office, held in order to allow Bidders/Proposers to ask questions about the proposed Contract and particularly the Contract specifications with the City department requesting the goods/services.
36. **Price Analysis** is an evaluation of the total cost of a contract in order to determine if the price is reasonable.
37. **Procurement (Process)** is a term used in the governmental sector for the combined functions of acquiring (purchasing) needed goods and/or services, receiving and inspection, inventory management, contract administration, and disposal/surplus.
38. **Professional Services** means those services within the scope of the practice of architecture, professional engineering, landscape architecture, or registered surveying and mapping, as defined by the laws of the state, or those performed by any architect, professional engineer, landscape architect, or registered surveyor and mapper in connection with his or her professional employ mentor practice.
39. **Protest** is a formalized process by which respondents have an opportunity to challenge a procurement practice or contract award.
40. **Proposal** is a complete, properly signed Response to a Request for Proposal, based on performance that is offered rather than on that of price alone, which if accepted, would bind the Proposer to perform the resultant Contract.
41. **Purchase Order** is an order placed by the Purchasing Division for the purchase of Goods or Services written on the City's standard Purchase Order form and which, when accepted by the Bidder, becomes a contract. The Purchase Order is the Bidder's authority to deliver and invoice the City for Goods or Services specified, and the City's commitment to accept the Goods or Services for an agreed upon price.
42. **Request for Proposal (RFP)** means a formal request to prospective proposers requesting qualifications of the proposer and pricing for a specified Good or Service which has been advertised for Proposal in a newspaper.
43. **Request for Statement of Qualifications (RFSQ)** means a formal request to prospective proposers requesting statements of qualifications pursuant to Florida Statute 287.055 "Consultant's Competitive Negotiation Act" which has been advertised for Statement in a newspaper.
44. **Respondent** means an entity that has (or will, i.e. "prospective respondents") submitted a response to a competitive solicitation conducted to create a contractual relationship for the provision of commodities or services.
45. **Response/Submission** means all materials submitted to the City by a respondent as part of a solicitation. A response may be called a bid, proposal, statement of qualifications, or a reply, depending on the type of competitive solicitation being issued.

46. **Responsible (Bidder)** is a Bidder who has the capability in all respects to fully perform the contract requirements and the integrity and reliability that will assure good faith performance.
47. **Responsive (Bidder)** is a Bidder that has submitted a bid, proposal, statement of qualifications, or reply that conforms in all material respects to the solicitation.
48. **Scope** means the extent of the area or subject matter that something deals with or to which it is relevant.
49. **Scope of Work** means a description of the work activities, deliverables, and/or timeline that a Bidder must execute in terms of delivering specific commodities or in performance of contractual services.
50. **Services** include all work or labor performed for the City on an independent contractor basis other than construction.
51. **Solicitation** means a formal request, as applicable, for prospective Bidders/Proposers to submit responses to an Invitation to Bid, Request for Proposal, Request for Qualifications, Invitation to Negotiate, or a Request for Quotation.
52. **Solicitation Document** means a document, or collection of documents, either paper or electronic, that contains all information required to conduct a competitive procurement project according to § 287.057, Florida Statutes.
53. **Stakeholder** means an individual, who is not likely to become a supplier, who has an interest in the commodities/contractual services needed.
54. **Subcontractor** means a person, firm or entity providing goods or services to a Bidder/Proposer to be used in the performance of the Bidder/Proposer's obligations under the Contract.
55. **Subject Matter Expert** means a person who has working or expert knowledge about a particular topic or field.
56. **Unbalanced Bid** means a bid that is based on prices which are significantly less than cost for some bid items and significantly more than cost for others.

## SECTION 5 – GENERAL TERMS AND CONDITIONS

These terms and conditions are standard for all contracts for commodities or services issued through the City of Port Orange Purchasing Division. These General Terms and Conditions apply to all advertised Solicitations; however, said terms and conditions may be superseded, in whole or in part, by Section 6, Special Requirements/Instructions.

1. **ACCEPTANCE BY CITY**

   The City shall have a reasonable time (but not less than 30 days) after receipt to inspect the goods and services tendered by the Bidder. The City at its option may reject all or any portion of such goods or services which do not, in City's sole discretion, comply in every respect with all terms and conditions of the contract. The City may elect to reject the entire goods and services tendered even if only a portion thereof is nonconforming. If the City elects to accept nonconforming goods and services, the City, in addition to its other remedies, shall be entitled to deduct a reasonable amount from the price thereof to compensate the City for the nonconformity. Any acceptance by the City, even if non-conditional, shall not be deemed a waiver or settlement of any defect in such goods and services. The material delivered as a result of this solicitation shall remain the property of the seller until a physical inspection and actual usage of the item(s) is made and thereafter deemed acceptable to the satisfaction of the City, in compliance with the terms and specifications contained herein. In the event that the item(s) supplied to the City is/are found to be defective, or does/do not conform to specifications, the City reserves the right to cancel the order upon written notice to the seller and return the item(s) to the seller at the seller's expense.

2. **ADDENDA**

   When specifications are revised, the City of Port Orange Purchasing Division will issue an addendum addressing the nature of the change. Bidders must acknowledge all addenda by completing Form 7.3 *Addendum and Change Order Procedure Acknowledgement* and include it in the returned response package. Failure to acknowledge the correct number of addenda issued may result in rejection of the response. It is the responsibility of the Bidder to ensure all addenda have been received and reviewed prior to submitting a bid. All addenda shall be posted by the City on DemandStar at www.demandstar.com and the City of Port Orange Purchasing web page at https://www.port-orange.org/bids.aspx. The City shall issue responses to inquiries and any other corrections or amendments it deems necessary in written

addenda issued prior to the solicitation response due date. Bidders should not rely on any representations, statements or explanations other than those made in this solicitation or in any addendum to the solicitation. Where there appears to be a conflict between the solicitation and any addenda issued, the last addendum issued shall prevail.

3. **ADDITIONAL GOODS**

Products, materials and goods not specifically identified in this bid request may be added to any resultant contract upon mutual consent of the contracting parties. The City reserves the right to add or delete products or materials of similar nature, within the family of products of "ITB Item(s)" and their commodity codes, to those items requested in this bid.

4. **ANTI-COLLUSION STATEMENT**

By submitting a response to a formal solicitation, the Bidder affirms that this response is without previous understanding, agreement, or connection with any person, business, or corporation submitting a response for the same materials, supplies, or equipment, and that the response is in all respects fair, and without collusion or fraud. Additionally, Bidder agrees to abide by all conditions of this solicitation and certifies that he/she is authorized to sign the response for the bidding company/firm. In submitting a response to the City of Port Orange, the Bidder offers and agrees that if the response is accepted, the Bidder shall convey, sell, assign or transfer to the City of Port Orange all rights, title and interest in and to all causes of action it may now or hereafter acquire under the Anti-trust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by the City of Port Orange. At the City's discretion, such assignment shall be made and become effective at the time the City tenders final payment to the Bidder.

5. **APPLICABLE LAWS**

In connection with the furnishing of supplies or performance of work under the contract, the Bidder agrees to comply with the Fair Labor Standards Act, Equal Opportunity Employment Act, and all other applicable federal and state laws, regulations and executive orders to the extent that the same may be applicable.

6. **ASSIGNMENT**

The successful Bidder shall not sell, assign, transfer or convey this contract in whole or in part, without the prior written consent of the City of Port Orange. Any such assignment or transfer shall not release the Bidder from all contractual obligations.

7. **AUTHORITY TO CONDUCT BUSINESS IN FLORIDA**

A Florida corporation or partnership is required to provide evidence with its response that it is authorized to transact business in Florida and is in good standing with the Florida Department of State. If not with its response, such evidence must be submitted to the City no later than five (5) business days from request of the Purchasing Manager. A foreign (out-of-state) corporation or partnership is required to provide evidence with its response that it is authorized to transact business in Florida and is in good standing with the Florida Department of State. If not with its response, such evidence must be submitted to the City no later than five (5) business days from request of the Purchasing Manager. A joint venture is required to provide evidence with its response that it, or at least one of the joint venture partners, is authorized to transact business in Florida and is in good standing with the Florida Department of State. If not with its response, such evidence must be submitted to the City no later than five (5) business days from request of the Purchasing Manager. However, the joint venture is required to provide evidence prior to contract execution that the joint venture is authorized to transact business in Florida and provide the City with a copy of the joint venture Agreement. A joint venture is also required to provide with its response a Statement of Authority indicating that the individual submitting the joint venture's proposal has the legal authority to bind the joint venture. If not with its response, such evidence must be submitted to the City no later than five (5) business days from the request of the Purchasing Manager.

8. **AWARDS**

Recommendation for award will be considered by the City of Port Orange City Council at the earliest possible regular meeting subsequent to the evaluation process. This ITB is issued in accordance with and shall be governed by the provisions of the City's Purchasing Manual. The City of Port Orange City Council reserves the right to make award(s) by individual sections, groups, all or none, or a combination thereof, with one or more Bidders; to reject any and all bids, or to waive any informality or technicality in bids received as deemed to be in the best interest of the City. The City does not award publicly funded contracts to those who knowingly employ unauthorized alien workers in violation of section 274A(e) of the

Immigration and Naturalization Act, 8 United States Code s1324a(e). Such employment deprives legal workers of job opportunities. Violation of section 274A(e) shall be grounds for unilateral cancellation of the contract, bid or quote for purchase of services and goods by the City of Port Orange.

9. **AWARD AND EXECUTION OF CONTRACT**

When a bid received has been determined to be satisfactory, a contract will be awarded, or Purchase Order issued to the lowest responsive and responsible Bidder within the time designated in the contract documents. The Bidder(s) to whom the award is made shall execute the contract(s) and return it, together with the properly executed bonds and insurance certificates to the City within the time specified.

10. **BID RETURNS**

Bidders shall return all completed responses to the City of Port Orange at the address set forth in Section 2 of this document on the date and at the time specified. Late submissions will not be accepted and shall be returned to Bidders unopened.

11. **BID PROTEST**

Any person who is adversely affected by the City's decision or intended decision shall file with the City Purchasing Manager a notice of protest in writing within 72 hours after the posting of the notice of decision or intended decision. With respect to a protest of the terms, conditions, and specifications contained in a solicitation, including any provisions governing the methods for ranking bids, proposals, statements, or replies, awarding contracts, reserving rights of further negotiation, or modifying or amending any contract, the notice of protest shall be filed in writing within 72 hours after the posting of the solicitation. Saturdays, Sundays, and state holidays shall be excluded in the computation of the 72-hour time established herein. The formal written protest shall be filed with the Purchasing Manager in writing within ten (10) days after the date the notice of protest is filed. The formal written protest shall state with particularity the facts and law upon which the protest is based. Failure to file a notice of protest or failure to file a formal written protest shall constitute a waiver of proceedings. Upon receipt of the formal written protest that has been timely filed, the City shall stop the solicitation or contract award process until the subject of the protest is resolved by final City action. However, the City may continue the solicitation or award process, provided the City Manager sets forth in writing particular facts and circumstances which require the continuance of the solicitation or contract award process without delay in order to avoid an immediate and serious danger to the public health, safety, or welfare. The City shall provide an opportunity to resolve the protest by mutual agreement between the parties. The policy this City has established is as follows:

a. As soon as possible after receipt, the Purchasing Manager shall provide written bid protest to City Manager, City Attorney, Department Head involved, and Supervisor directly involved in the acquisition.
b. Purchasing Manager shall schedule within seven (7) business days, excluding weekends and holidays, a meeting with the above-mentioned individuals or designee and protestor. The intent of the meeting is to provide a review and/or solution prior to going before Council. After reviewing all relevant information, the City Manager shall render a decision.
c. If the protestor disagrees, he/she may appeal to the City Council at a formal council meeting. After reviewing the evidence, the City Council will issue their decision. The City Council's decision is final; however, the protestor can appeal the decision to the Circuit Court in Volusia County, Florida within thirty (30) days of the City Council's final decision. Decisions at all levels shall be in writing to the protester.

12. **BID TABULATION**

Bidders who wish to receive a copy of the bid tabulation may obtain it via DemandStar at www.demandstar.com or on the City Purchasing web page at www.port-orange.org/bids.aspx.

13. **BIDDER'S PRODUCT OR SERVICES**

The Bidder's product (if applicable) delivered to the City shall be free of all liens, claims or encumbrances, and the Bidder warrants that it has a clear title to the product being delivered.

a. If the Bidder is contracted to provide services, such services shall be fully satisfactory to the City as determined by the City.
b. The Bidder shall provide the City with any data, reports or other information as required and requested by the City to enable it to utilize the product or service furnished by the Bidder.
c. In furnishing the service or product to the City, the Bidder shall comply with all federal, state, county laws, and city rules, regulations and codes and their successors or amendments. Violation of such

laws, rules, regulations and codes may be grounds for delaying or reducing the amount due, or in rescinding the contract, proposal or quote.

14. **BONDS**

If this solicitation requires submission of bid guarantee and payment and performance bonds, there will be a separate section explaining those requirements. When the Purchasing Manager deems it necessary, bid bonds/deposits shall be prescribed and are advertised in the public notices inviting bids. Responses submitted without the required bid bond or certified check shall be deemed non-responsive. Normally, if a bid bond/deposit is requested, it is in the amount of five percent (5%) of the bid amount.

Depending on the amount and/or nature of the work to be performed, a Payment and Performance Bond may be requested and shall be in an amount equal to one hundred percent (100%) of the total contract amount which will be recorded by the City, at the awarded Bidder's sole cost and expense, with the Clerk of the Circuit Court, Volusia County, Florida. After recording, the City will furnish to the awarded Bidder the recording information for the bond to evidence that the Bidder has met the requirements of Florida law. The City will bill the cost of recording to the awarded Bidder. Unsuccessful respondents are entitled to the return of their bid bond. A successful respondent shall forfeit any surety required by the Purchasing Manager upon failure of the respondent to enter into a contract within the time specified after the award of bid.

15. **CERTIFICATE OF INSURANCE**

Upon issuance of a notice of intent to award, the selected Bidder will be required to submit a Certificate of Insurance showing proof of adequate coverage for professional general liability, errors and omissions and workers' compensation as identified under the insurance requirements of this solicitation and listing the City of Port Orange as Additional Insured prior to execution of the contract.

16. **CHANGE ORDERS**

No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All change order requests shall be made in writing by the supplier/contractor for review by the Contract Administrator for the City of Port Orange. No work shall be performed as set forth in the change order until the Bidder receives an executed Purchase Order for the requested change.

17. **CHANGE ORDER REQUEST NOTIFICATION**

The awarded Bidder is responsible for giving the City of Port Orange, prior to the contract expiration date, at least forty-five (45) calendar days of advance notice for any anticipated changes in price greater than $25,000, and any changes in time and/or scope of the awarded contract. The Bidder shall not continue to provide services past the contract expiration date unless approved by a written Change Order Notice from the City.

18. **CLEAN UP**

Upon completion of the delivery of materials, the Bidder shall restore any/all public and private property which may have been damaged during delivery. Restoration is meant to include removal of any spillage or restoring damage to the edge of pavement, sidewalks, driveways, landscaped areas, etc. Bidder shall make repairs consistent with or better than what existed prior to delivery. This shall be understood to include the use of sod or seed and mulch to replace (if necessary) existing grass that has been damaged. If sod is used it shall match the sod present on the effected property. Bidder shall make all repairs and restorations at his/her expense.

19. **CONDUCT OF BIDDERS**

All Bidders or individuals acting on behalf of a Bidder are hereby prohibited from lobbying or otherwise attempting to persuade or influence any member of the Evaluation Committee, City Council members, or City staff at any time during the course of the solicitation process. The solicitation process shall end upon issuance of the written staff recommendation (Notice of Intent to Award) for selection of a Bidder. All Bidders or individuals acting on behalf of a Bidder are further prohibited from contacting or otherwise attempting to communicate with any member of the staff, Evaluation Committee or City Council members regarding the pending solicitation or its outcome until after the issuance of the written recommendation of the most qualified Bidder. Until such recommendation is issued in writing, any questions regarding the pending solicitation shall be submitted to the Purchasing Division. Failure to comply with this procedure shall result in rejection/disqualification of said submittal without exception. Contact with staff, City Council members or the Evaluation Committee during a public meeting shall not be considered a violation of this requirement.

20. **CONE OF SILENCE**

The Cone of Silence is designed to protect the integrity of the procurement process by shielding it from undue influences prior to the execution of the award. The Cone of Silence is defined as the period beginning with the issuance of the solicitation document and continues through the execution of the award document. During this time Bidders, service providers and the like are prohibited from all communications regarding the solicitation with City staff, City consultants, City legal counsel, City Agents, or elected officials. Any Bidder who initiates any discussions or attempts to influence a member or members of the aforementioned shall be disqualified from continued participation in the procurement process with regard to that particular solicitation.

*Exceptions to the Cone of Silence:*

- Written communication directed to the Procurement Officer;
- All communications occurring at Pre-Proposal Conferences;
- Oral presentations before publicly noticed committee meetings;
- Procurement of goods and services for Emergency situations; and
- Contractors already on contract with the City to perform services for the City are allowed discussions necessary for the completion of an existing contract.

21. **CONFLICT OF INTEREST**

For purposes of determining any possible conflict of interest, all Bidders must disclose if any City of Port Orange employee is also an owner, corporate officer, or employee of Bidder's business. No official or employee of the City who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of the Scope of Work covered by the contract shall voluntarily acquire any personal interest, directly or indirectly, in the contract or proposed contract.

22. **CONFLICT OF INSTRUCTIONS**

If a conflict exists between the General Terms and Conditions and instructions contained herein, and the Special Terms and Conditions and instructions contained herein, the Special Terms and Conditions shall govern.

23. **CONTRACT OBLIGATION**

Except as otherwise stated herein, the City of Port Orange City Council shall approve the contract if greater than $25,000.00 annually. The Mayor or other person authorized by the Mayor must sign the contract before it becomes binding on the City of Port Orange or the Bidder. Department heads are NOT authorized to sign contracts for the City of Port Orange. Binding agreements shall remain in effect until all products and/or services covered by this purchase have been satisfactorily delivered and accepted.

24. **CONTRACT RENEWALS**

Renewals may be made ONLY by written agreement between the City of Port Orange and the Bidder. Any price escalations are limited to those stated by the Bidder on the original response.

25. **COPYRIGHT AND PATENT RIGHTS**

Bidder warrants that there has been no violation of copyrights or patent rights in manufacturing, producing and/or selling the item(s) ordered or shipped as a result of this response, and successful Bidder agrees to hold the City harmless from any and all liability, loss or expense by any such violation.

26. **COST INCURRED BY BIDDER**

All expenses, including costs for required bonds, involved with the preparation and submission of Responses to the City, or any work performed in connection therewith shall be borne by the Bidder. No payment shall be made for any response received, nor for any other effort required of or made by the Bidder prior to commencement of work as defined by the contract approved by the City Council.

27. **DAMAGE**

Any damage to driveways, irrigation systems, sidewalks, pavement, or landscaping will be evaluated by the City's representative and the Bidder. If the Bidder is found to be at fault, all repairs, restitution, or reimbursements to the City must be completed within one week of discovery.

28. **DEBARMENT HISTORY**

The City will consider a Bidder's debarment history information in its review and determination of responsibility. All Bidders are required to disclose to the City all cases of debarment filed, pending, or resolved by the City or other public entity during the last five (5) years prior to the solicitation response due date, whether such actions were brought by or against the Bidder, any parent or subsidiary of the Bidder, or any predecessor organization. If the Bidder is a joint venture, the information provided should

encompass the joint venture (if it is not newly formed for purposes of responding to the solicitation) and each of the entities forming the joint venture. Although the review of a Bidder's debarment history is an issue of responsibility, the failure to provide debarment history as required on the *Certification Regarding Debarment, Suspension and Other Responsibility Matters* (contained herein) may result in a recommendation of non-responsive by the Purchasing Manager.

29. **DEFAULT PROVISIONS**

In the event of default by the Bidder, the City reserves the right to procure the item(s) bid from other sources and hold the Bidder responsible for excess costs incurred as a result. If a Bidder defaults on a City contract, the City Council may elect to refrain from doing business with the Bidder for a period of 36 months from the date of default.

30. **DELIVERY OF GOODS/SERVICES**

All materials are to be delivered F.O.B.; City of Port Orange designated facility. Delivery dates pertaining to this invitation must be clearly stated in the bid form where required and include weekends and holidays. Failure to comply with this requirement may be a cause for disqualification of bid. Unless otherwise specified, delivery at the earliest date is required. The Bidder shall clearly state in the response the time required for delivery upon receipt of contract or purchase order. Proposed delivery time must be specific and such phrases "as required," "as soon as possible" or "prompt" may result in disqualification of the bid. Delivery time will be a factor for any orders placed as a result of this response. The City reserves the right to cancel such order(s) or any part thereof, without obligation, if delivery is not made within the time(s) specified herein and hold the Bidder in default. Upon approval of a contract, the Bidder is obligated to deliver the goods to the destination specified in the solicitation or the purchase order and bears the risk of loss until delivery. If this solicitation or purchase order does not contain delivery instructions, Bidder shall request instructions in writing from the Purchasing Manager. If the delivery instructions contained in the solicitation allocate delivery costs and risks in a manner contrary to this section, the provisions of this competitive solicitation shall prevail. When delivery is not met as provided for in the contract, the Purchasing Division reserves the right to make the purchase on the open market, with any cost in excess of the contract price paid by the Bidder, in addition to any other damages, direct or consequential, incurred by the City as a result thereof. In addition, failure of the Bidder to meet the contract delivery dates will be cause for removal of the Bidder from the City's list of eligible Bidders/Proposers as determined by the Purchasing Division.

31. **DETERMINATION OF LOWEST AND BEST RESPONSIBLE BIDDER**

In determining the lowest and best responsible Bidder, in addition to price, there will be considered the following:

a. The ability, capacity and skill of the Bidder to perform the contract.
b. Whether the Bidder can perform the contract within the time specified, without delay or interference.
c. The character, integrity, reputation, judgment, experience, and efficiency of the Bidder.
d. The quality of performance of previous contracts.
e. The previous and existing compliance by the Bidder with laws and ordinances relating to the contract.
f. The sufficiency of the financial resources and ability of the Bidder to perform the contract or provide the service.
g. The quality, availability and adaptability of the supplies or contractual services to the particular use required.
h. The ability of the Bidder to provide further maintenance and service for the use of the subject of the contract.
i. The number and scope of conditions attached to the bid.
j. Such other factors as appear to the city council to be pertinent to the bid or the contract under all of the circumstances involved.

32. **DISCLOSURE OF CONFLICTS**

The award is subject to the provisions of Chapter 112.313, Florida Statutes. All Bidders must disclose with their response the name of any officer, director, or agent who is also an employee of the City. Further, all Bidders must disclose the name of any employee who owns, directly or indirectly, an interest in the Bidder's firm or any of its branches. The Bidder shall not compensate, in any manner, directly or indirectly, any officer, agent, or employee of the City for any act or service that he/she may do, or perform for, or on behalf of any officer, agent or employee of the Bidder. No officer, agent, or employee of the City shall have

any interest, directly or indirectly, in any contract or purchase made, or authorized to be made by anyone for, or on behalf of the City. The Bidder shall have no interest and shall not acquire any interest that shall conflict in any manner or degree with the performance of the services required under the solicitation.

33. **DISQUALIFICATION OF BIDDER**

The Purchasing Manager shall maintain a current listing of qualified Bidders. The Purchasing Manager may, from time to time, remove any Bidder's name from the list of qualified Bidders. Normally the removal of a Bidder from the Bidder list is done after non-response from that Bidder for three (3) consecutive solicitations. Such action may also arise out of breach of contract, default, or irregular business practice, based on the Finance Director and City Attorney's recommendation. Any or all responses may be rejected if the City believes that collusion exists among the Bidders. Responses in which the prices are obviously unbalanced may be rejected. If multiple responses are submitted by a Bidder and after the responses are opened one of the responses is withdrawn, the result will be that all of the responses submitted by that Bidder will be withdrawn; however, nothing herein prohibits a Bidder from submitting multiple responses for different products or services.

34. **EVALUATION**

Evaluation shall be used as a determinant as to which response items or services are the most efficient and/or most economical for the City. It shall be based on all factors which have a bearing on price and performance of the items in the user environment. All responses are subject to tabulation by the City of Port Orange Purchasing Division and recommendation to the governing body. Compliance with all solicitation requirements, delivery and needs of the using department are considerations in evaluating responses. Pricing is NOT the only criteria for making a recommendation. The City of Port Orange Purchasing Division reserves the right to contact any Bidder/Proposer, at any time, to clarify, verify or request information with regard to any response.

35. **EXCEPTIONS TO SPECIFICATIONS**

For purposes of evaluation, the Bidder must indicate any exception to the specifications, terms, and/or conditions, no matter how minor. This includes any agreement or contract forms supplied by the Bidder that are required to be signed by the City. If exceptions are not stated by the Bidder, in his/her bid, it will be understood that the item(s)/services fully comply with the specifications, terms and/or conditions stated by the City. Exceptions are to be listed by the Bidder on Form 7.2 *Bidder's Acknowledgement* included with the bid. The City will not determine exceptions based on a review of any attached sales or manufacturer's literature.

36. **E-VERIFY**

Bidders shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Bidder during the term of contract and shall expressly require any subcontractor performing services pursuant to the contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the term of contract. Bidders shall complete Form 7.12 *E-Verify Affidavit* and include it in the returned bid package. Failure to include the affidavit may result in rejection of the bid.

37. **FACILITIES**

The City reserves the right to inspect the Bidder's facilities at any time.

38. **FAILURE TO RESPOND**

If the Bidder elects not to bid, the City requests that Bidder return the enclosed Form 7.15 *No Bid Response* by the bid due date and state the reason(s) for not bidding. Failure to respond, either by submitting a bid, or by submitting Form 7.15 *No Bid Response*, three (3) times, shall result in the Bidder's name being removed from the City's mailing list.

39. **FINANCIAL STABILITY**

Bidders shall be prepared to supply a financial statement upon request, preferably a certified audit of the last available fiscal year. A third party prepared financial statement **and** the latest Dunn & Bradstreet report will be accepted in lieu thereof.

40. **FORCE MAJEURE**

Neither party shall be liable for any delay in performance or failure to perform any obligation hereunder if, and to the extent that, such failure or delay is caused by an event of force majeure. Force majeure shall mean any act, event or condition that is beyond the party's reasonable control, that materially and adversely affects the party's ability to perform its obligations hereunder, and that is not the result of the party's willful neglect, error, omission or failure to exercise reasonable due diligence.

41. **FOREIGN COUNTRIES OF CONCERN**

A governmental entity may not knowingly enter into a contract with an entity which would give access to an individual's personal identifying information if: a) the entity is owned by the government of a foreign country of concern to include the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolas Maduro, or the Syrian Arab Republic, including any agency of or any other entity of significant control of such foreign country of concern; b) the government of a foreign country of concern has a controlling interest in the entity; or c) the entity is organized under the laws of or has its principal place of business in a foreign country of concern.

42. **GOVERNING FORMS**

In the event of any conflict between the terms and provisions of these requirements and the specifications, the specifications shall govern. In the event of any conflict of interpretation of any part of this overall document, the City's interpretation shall govern.

43. **GOVERNING LAW**

Bidders shall comply with all applicable federal, state and local laws and regulations. All responses are solicited and shall be made pursuant to the Code of Ordinances, City of Port Orange, Chapter 2, Article VI, Division 2, Section 2-263, and all responses will be evaluated in accordance with the provisions thereof. Code of Ordinances, City of Port Orange is on file in the Office of the City Clerk, City Hall, 1000 City Center Circle, Port Orange, Florida and at www.municode.com. The City of Port Orange is also governed by the Consultants' Competitive Negotiation Act, Section 287.055, Florida Statutes, as the method of selecting architects, engineers and land surveyors. The City has utilized the procedures in the Act for Professional counselors, environmentalists, planners, general contractors, computer systems, designers, telecommunications consultants, maintenance technicians, financial services and other professional services. Every acquisition equal to or greater than $35,000.00 must have a signed, notarized *Sworn Statement of Public Entity Crimes* (Form 7.5) contained herein to comply with Section 287.133(3)(a), Florida Statutes. Also required is the *Drug- Free Preference Statement* (Form 7.4) also contained herein to comply with Section 287.087, Florida Statutes.

44. **GRANT FUNDING**

Any contract entered into by the City that is to be paid from grant funds shall be limited to payment from the grant funding and the Bidder understands that the City has not set aside any City funds for the payment of obligations under a grant contract. If grant funding should become unavailable at any time for the continuation of services paid for by the grant, and further funding cannot be obtained for the contract, then the sole recourse of the provider shall be to terminate any further services under the contract, and the contract shall be null and void.

45. **HIPAA COMPLIANCE**

The Bidder agrees to comply with the Standards for Privacy of Individually Identifiable Health Information of the Health Insurance Portability and Accountability Act of 1996, PL 104-191, 45 CFR Parts 160-164, as amended, referred to as "HIPAA," to the extent that the Bidder uses, discloses or has access to protected health information as defined by HIPAA.

46. **HUMAN TRAFFICKING**

When a contract is executed, renewed, or extended between a nongovernmental entity and a governmental entity, the nongovernmental entity must provide the governmental entity with an affidavit signed by an officer or a representative of the nongovernmental entity under penalty of perjury attesting that the nongovernmental entity does not use coercion for labor or services as defined in this section. For purposes of this subsection, the term "governmental entity" has the same meaning as in s. 287.138(1).

47. **IDENTICAL TIE BIDS**

If there are tie bids, meaning everything except the information relating to the submitting firm is the same, the following methods shall be used in the order below to break the tie:

- The Bidder that has a Business Tax Receipt (BTR) within Port Orange City limits (confirmed through Sunbiz).
- The commodity was manufactured in the State of Florida.
- Florida business as confirmed thru SunBiz.org.
- If one has or had a contract with the City and performance is or was satisfactory. If performance of a tie Bidder who has or had a contract with the City and performance is or was not satisfactory, the other tied Bidder is awarded.

- Drug free workplace policy in place.

48. **INDEMNIFICATION/HOLD HARMLESS**

(a) Bidder shall be liable for any loss of, or damage to, City property caused by the negligence, recklessness, or intended wrongful misconduct of Bidder, his/its agents, servants and employees and shall indemnify and save the City harmless against all actions, proceedings, claims, demands, costs, damages and expenses, including attorney's fees, by reason of any suit or action brought for any actual or alleged injury to or death of any person or damage to property other than City property, resulting from the performance of the contract by the Bidder, his/its agents, servants and employees. Bidder shall submit a full written report to the Finance Director within twenty-four (24) hours following the occurrence of such damage, loss or injury.

(b) To the fullest extent permitted by law, in addition to the express duty to indemnify the City when there is any causal connection between Bidder's work and any injury, loss, damage, death or property damage, Bidder expressly undertakes a duty to defend City as a separate duty, independent of and broader than the duty to indemnify. The duty to defend agreed to by Bidder hereby expressly include all costs of litigation, attorney's fees, settlement costs and reasonable expenses in connection with the litigation, whether or not the claims made for loss, injury, damage or property damage are valid or groundless and regardless of whether the defense of City is maintained by the City or assumed by Bidder as long as the claims made could be causally connected to Bidder as reasonable determined by the City.

49. **INDEPENDENT CONTRACTOR**

It is expressly understood and agreed by both parties hereto that the City is contracting with the successful Bidder as an independent contractor. The parties hereto understand and agree that the City shall not be liable for any claims which may be asserted by any third party occurring in connection with the services to be performed by the successful Bidder under this contract and that the successful Bidder has no authority to bind the City. The Bidder represents itself to be an independent contractor offering such services to the public and shall not represent himself or his employees to be an employee of the City. Therefore, the Bidder shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, worker's compensation, employee insurance, minimum wage requirements, overtime, etc., and agrees to indemnify, save, and hold the City, its officers, agents, and employees, harmless from and against, any and all loss; cost (including attorney's fees); and damage of any kind related to such matters. The Bidder shall further understand that the City cannot save and hold harmless and or indemnify the Bidder and/or the Bidder's employees against any liability incurred or arising as a result of any activity of the Bidder or any activity of the Bidder's employees performed in connection with the contract.

50. **INSPECTIONS AND TESTING**

City of Port Orange reserves the right to inspect any item(s) or service location for compliance with specifications and requirements and needs of the using department. If a Bidder cannot furnish a sample of a response item, where applicable, for review, or fails to satisfactorily show an ability to perform, the City can reject the response as inadequate and non-responsive.

51. **INSURANCE CANCELLATION**

No change or cancellation in insurance shall be made without thirty (30) days of written notice by the Bidder to the City. Insurance coverage required in these specifications shall be in force throughout the contract term. Should any awardee fail to maintain or to provide acceptable evidence of current insurance within five (5) days after receipt of written notice at any time during the contract term, the City shall have the right to consider the contract breached which shall justify the termination thereof.

52. **INSURANCE REQUIREMENTS**

Bidder shall maintain insurance, as required herein, during the life of this contract. Bidder shall provide to the City, a certificate of insurance endorsing the City of Port Orange as an additional named insured. All insurance coverages of the Bidder shall be primary and non- contributory. All insurance coverages of the Bidder shall not seek contribution from any other insurance or self-insurance available to the City. For workers' compensation coverage, the Bidder's insurance certificate shall include the insurer's waiver of subrogation in lieu of endorsing the City as an additional insured for workers' compensation.

**IMPORTANT:** The City does not accept Workers' Compensation Exemptions. Bidder may use leased employees if the Bidder ensures that all workers who access the jobsite are employees covered by the employee leasing company, and no non-employees are permitted to access the jobsite. Any Bidder using a leased employee shall complete the City's *Leased Employee Affidavit* contained herein. Policies for

Workers' Compensation may be issued by companies authorized as a group self-insurer by F.S. 440.572. Policies other than Workers' Compensation shall be issued by insurers licensed and/or duly authorized under Florida Law to do business in the State of Florida and all insuring companies are required to have a minimum rating of "A-" in the "Best Key Rating Guide" published by A.M. Best & Company, Inc. Bidder shall not commence work under this contract until the City has received a certificate or certificates of insurance with endorsement evidencing the required insurance. Insurer shall provide the City written notice of cancellation, non-renewal or any other changes in coverage no later than thirty (30) days prior to the effective date of the change and shall provide notice to the City no later than 10 days after non-payment. The Certificates of Insurance and required insurance policies shall contain provisions that thirty (30) days of prior written notice shall be given to the City of any cancellation, intent not to renew, or reduction in the policies or coverages. Bidder shall require and ensure each of its subcontractors to maintain, until the completion of the subcontractor's work, insurance of the types and to the limits set forth herein. All insurance coverages shall be primary and non-contributory. All insurance coverages of the subcontractors shall not seek contribution from any other insurance or self-insurance available to the City. The Bidder is responsible for ensuring that its subcontractors maintain the required coverage. Failure of the Bidder to ensure the subcontractors maintain the required coverage, shall not relieve the Bidder of any contractual responsibility, obligation or liability. The City reserves the right to increase the insurance coverage requirement as determined for higher risk contracts. The acceptance by the City of any Certificate of Insurance does not constitute approval or agreement by the City that the insurance requirements have been satisfied or that the insurance policy shown on the Certificate of Insurance is in compliance with and does not waive the insurance required by this. Should at any time the Bidder or subcontractors not maintain the insurance coverages required herein, the City may terminate the contract or at its sole discretion shall be authorized to purchase such coverages and charge the Bidder for such coverages purchased. The City shall be under no obligation to purchase such insurance, nor shall it be responsible for the coverages purchased or the insurance company or companies used. The decision of the City to purchase such insurance coverages shall in no way be construed to be a waiver of any of its rights under the contract.

**[Remainder of this page left intentionally blank]**

| *Standard Insurance Requirements* | | | |
|---|---|---|---|
| **Required** | **Insurance** | **Standards** | **Additional Requirements** |
| ☒ | Workers' Compensation<br>The Contractor shall maintain coverage for its employees with statutory workers' compensation limits, and no less than the limits indicated in the Schedule of Limits for Employers' Liability. Said coverage shall include a waiver of subrogation in favor of the City. **The City will not accept elective exemptions.** Any Contractor using an employee leasing Company shall complete the Leased Employee Affidavit Exhibit Form. | Contract Amount — Limits<br>Up to $10 million — Statutory/$500,000<br>$10 - $20 million — Statutory/$1,000,000<br><br>Contracts over $20 million to be determined by the City | • If contract requires work on or about navigable waters, Longshoreman's and Harbor Workers' coverage required.<br><br>• If vessels involved, Jones Act coverage with limits of $500,000 required |
| ☒ | Comprehensive General Liability (including completed operations and contractual liability) | Limits: Combined Single Limit Bodily Injury and Property damage:<br>$1,000,000 each occurrence<br>$1,000,000 aggregate | When work is on or under Railroad rights of way or properties, the Contractor shall take out and maintain during the life of the contract, Railroad protective liability and property damage insurance in amounts as requested by the Railroad. |
| ☒ | Comprehensive Business, Automobile Liability to include all owned, hired and non-owned automobiles | Limits: Auto Liability Bodily Injury and Property Damage:<br>$1,000,000 each occurrence<br>$1,000,000 aggregate | |
| *Additional Insurance Requirements* | | | |
| ☐ | Property Insurance Builders Risk<br><br>Additional Coverage: | Limits: Buildings – completed value of contract<br><br>"All Risk" coverage on latest ISO for or its equivalent. Permission granted to occupy. Owner named as insured AIMA | If agreement required handling or installation of Owner's equipment, coverage should be furnished on "All Risk" form, including transit and Owner shall be named. |
| ☐ | Installation Floater (IT) | Limits: Coverage – To Be Determined | |
| ☐ | Contractor Pollution Liability | Limits: Coverage - $1,000,000 | |
| ☐ | Professional Liability/Errors and Omissions | Limits: Coverage - $1,000,000 | |
| ☐ | Umbrella Policy | Limits: Coverage – To Be Determined | |
| ☐ | Payment and Performance Bond required | Limits: Coverage – equal to amount of contract | |
| | **City Manager waives Payment and Performance Bond for work under $200,000 unless otherwise required by Department Director.** | | |
| | **Unless otherwise required by law, City Manager waives insurance for FOB goods only purchases.** | | |

53. **INVOICES AND PAYMENTS**

All invoices shall be sent to: City of Port Orange, Accounts Payable, P.O. Box 291759, Port Orange, Florida, 32129 or email apbilling@port-orange.org. In accordance with Florida Statutes, Chapter 218, payment will be made within 45 days after receipt of merchandise and a proper invoice. The City will attempt to pay within fewer days if contractor offers a payment discount. The City cannot make advance payments, make deposits in advance of receipt of goods, or pay C.O.D. The awarded firm is encouraged to accept payment via ACH. This can be accommodated after the contract is fully executed.

54. **IRREVOCABILITY OF RESPONSES**

Each Bidder agrees that responses shall remain open until the contract effective date not to exceed 90 days after the award selection, shall not be subject to revocation or withdrawal, and shall be subject to the City Council's acceptance of a contract with the Bidder.

55. **LATE SUBMISSIONS, LATE MODIFICATIONS AND LATE WITHDRAWALS**

Responses received after the response due date and time are late and shall not be considered. Modifications received after the response due date are also late and shall not be considered. Letters of withdrawal received after the response due date are late and shall not be considered. Letters of withdraw received after contract award shall be deemed a breach of contract, subject to penalties as set forth in the contract and solicitation.

56. **LEGAL REQUIREMENTS**

Applicable provision of all federal, state, county and local laws, and all ordinances, rules, and regulations shall govern development, submittal and evaluation of all responses received in response hereto and shall govern any and all claims and disputes which may arise between person(s) submitting a response to a solicitation hereto and the City by and through its officers, employees and authorized representatives, or any other person, natural or otherwise; and lack of knowledge by any Bidder shall not constitute a cognizable defense against the legal effect thereof.

57. **LICENSES, PERMITS AND TAXES**

The Bidder shall comply with all rules, regulations, laws and permitting requirements of the City, Volusia County, the State of Florida, and the United States Government now in force or hereafter to be adopted. The Bidder shall abide by all ordinances and laws pertaining to his/her operations and shall secure, at his/her expense, all licenses and permits necessary for construction and operation.

58. **LITERATURE (if applicable):**

If no brand, model or make is specified, Bidders shall submit descriptive literature and technical data, fully detailing all features, designs, construction, appointments, finishes and the like not covered in the specifications, necessary to fully describe the equipment, material, and/or services Bidder proposes to furnish.

59. **LOCAL PREFERENCE**

A local supplier or contractor is interpreted as a respondent to a solicitation, which as of the date of the solicitation opening, has a valid Business Tax Receipt (BTR) issued by the City of Port Orange to do business in the City of Port Orange which authorizes the supplier or contractor to provide the goods, services, or construction to be purchased and has a physical address located within the limits of Port Orange from which the supplier or contractor operates or performs business. A Post Office Box cannot be used to establish physical address. This local preference is only used as part of a tie breaker during a formal solicitation. The City uses Sunbiz to verify a supplier or contractor's business address. Sunbiz is a database on the Florida Department of State, Division of Corporations website and can be accessed using this link: https://dos.myflorida.com/sunbiz/.

60. **MAINTENANCE**

If maintenance is required for equipment purchased as a result of this solicitation, it is preferred that such maintenance be available to the City of Port Orange by a manufacturer-authorized maintenance facility. Costs for this service shall be shown on the Schedule of Unit Pricing form for the solicitation. If the City of Port Orange opts to include maintenance, it shall be so stated in the purchase order and said cost will be included. Service will commence only upon expiration of applicable warranties and shall be priced accordingly.

61. **NAME BRANDS**

Specifications may reference name brands and model numbers. It is not the intent of the City of Port Orange to restrict these bids in such cases, but to establish a desired quality level of merchandise or to meet a pre-established standard due to like existing items. Bidders may offer items of equal stature and

the burden of proof of such stature rests with the Bidder, unless otherwise specified by the City. The City of Port Orange shall act as sole judge in determining equality and acceptability of products offered.

62. **NON-DISCRIMINATION**

There shall be no discrimination as to race, color, religion, gender, age, marital status, national origin, ancestry, and physical or mental disability in the operations conducted under this contract. Included as applicable activities by the contractor under this section are the solicitation for or purchase of goods or services, or the subcontracting of work in performance of this contract.

63. **NON-EXCLUSIVITY OF CONTRACT**

The selected Bidder understands and agrees that any resulting contractual relationship is non-exclusive, and the City of Port Orange reserves the right to seek similar or identical services elsewhere if deemed in the best interest of the City of Port Orange.

64. **NON-PERFORMANCE**

Failure to meet the expected quality of workmanship, schedule, or other criteria agreed upon, shall be considered a default. In case of default, the City may procure the required services from other sources and hold the contractor responsible for any excess costs occasioned thereby and may immediately cancel the contract.

65. **NOTICE TO CONTRACTOR**

The employment of unauthorized aliens by any contractor is considered a violation of Section 274A (e) of the Immigration and Nationality Act. If the contractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of the contract.

66. **OPTIONAL CONTRACT USAGE**

As provided in Section 287.042(16), Florida Statutes, State of Florida agencies may purchase from a contract resulting from this solicitation, provided the Department of Management Services, Division of Purchasing, has certified its use to be cost effective and in the best interest of the State. Contractor(s) may sell such commodities or services certified by the Division to State of Florida agencies at the contractor's option.

67. **OTHER AGENCIES**

(a) All Bidders awarded contracts from this bid may, upon mutual agreement, permit any municipality or other governmental agency to participate in the contract under the same prices, terms, and conditions, if agreed to by both parties.

(b) It is understood that at no time will any city, municipality, or other agency be obligated for placing an order for any other city, municipality, or agency; nor will any city, municipality, or agency be obligated for any bills incurred by any other city, municipality, or agency. Further, it is understood that each agency will issue its own purchase order to the awarded Bidder(s).

68. **PATENTS/COPYRIGHTS**

The successful Bidder agrees to indemnify and hold the City harmless from any claim involving patent infringement or copyrights on goods supplied.

69. **PRE-BID CONFERENCE**

The Purchasing Manager shall determine if a pre-bid conference is required and provide the date, time and location in the solicitation legal advertisement and solicitation specifications. The conference shall normally be held in the Council Chambers, located on the first floor of City Hall, 1000 City Center Circle, Port Orange, Florida. A site visit may be included and shall immediately follow. Only Bidders attending a mandatory pre-bid conference will be eligible to submit a response. The representative of each Bidder shall be an authorized employee of the Bidder and shall sign in accordingly.

70. **PREPARATION OF RESPONSES**

In preparing responses, the Schedule of Unit Pricing form, the Bid Bond form (when a Bid Bond is required as bid security), Certificate as to Corporate Principal, Public Entity Crimes Statement, Anti- Collusion Statement, and Drug Free Preference Statement must be properly executed in ink. The prescribed Schedule of Unit Prices shall be typewritten or written in ink, or electronically imputed in the blank spaces for each item, with the amounts extended if a unit price bid, and all amounts totaled. The sum of the total bid as calculated from the individual items, Schedule of Unit Prices, shall equal the Total Price. Except as provided below, bids containing substitutions or combinations of alternates will not be considered unless such substitutions or combinations are specifically authorized by the solicitation. The Bidder shall sign his/her name and give his/her business address in the spaces provided therefore. If the submittal is made

as a partnership, it shall be signed by all partners; if made by a corporation, it shall be signed in the name of the corporation by one of the officers thereof and shall have affixed the seal of the corporation.

71. **POSTPONEMENT/CANCELLATION/WAIVER OF IRREGULARITIES**

The City may, at its sole and absolute discretion, reject any and all, or parts of responses; re- advertise the solicitation for new responses; postpone or cancel, at any time, the solicitation process; or waive any irregularities in the solicitation or in the responses received as a result of the solicitation, or to accept that response which best serves the interest of the City.

72. **PRICING**

Responses may not be withdrawn before the expiration of one-hundred-twenty (120) days. Prices shall be firm, with no escalator clauses unless specified by the City. Responses may be withdrawn after one-hundred-twenty (120) days only upon written notification to the City. Prices for all goods and/or services shall be firm for the duration of this contract and shall be stated on the Schedule of Unit Pricing form. Prices shall be all inclusive: no price changes, additions, or subsequent qualifications will be honored during the course of the contract. All prices must be written in ink or typewritten. Pricing on all transportation, freight, drayage and other charges are to be prepaid by the contractor and included in the bid prices. If there are any additional charges of any kind, other than those mentioned above, specified or unspecified, the Bidder shall indicate the items required and attendant costs or forfeit the right to payment for such items. Where unit pricing and extended pricing differ, unit pricing prevails. In the event of any discrepancy between the written amounts and the numerals, the written amounts shall govern and will be considered as the price bid. When submitting bids/proposals based on a lump sum basis, Bidders shall be required to submit a price for each line item listed on the Schedule of Unit Pricing in order to be considered for award.

73. **PRODUCTS/ESTIMATES**

Items included on the bid form represent the needs of various departments within the City. This is in no way to be construed as the entire or complete list of products to be purchased from the resulting contract. There is no anticipated dollar volume for this contract and estimated quantities provided on the Schedule of Unit Pricing are for bidding purposes only and are not guaranteed. Items shall be ordered on an as needed, when needed basis. Exact quantities or estimated quantities cannot be predetermined.

74. **PROPRIETARY INFORMATION**

Upon receipt by the City, responses to solicitations, become public records subject to the provisions Florida's state policy on public records, Section 119, Florida Statutes. If you believe that any portion of your response is exempt, you should clearly identify the specific documents for which confidentiality is claimed and provide specific legal authority of the asserted exemption. Any financial statement that an agency requires a prospective Bidder to submit in order to prequalify for bidding or for responding to a proposal for a road or any other public works project is exempt from Section 119.07, Florida Statutes, and Article I, 24(a), Florida Constitution.

75. **PROTECTION**

Precaution shall be exercised at all times for the protection of persons, (including employees) and property. All existing structures, utilities, services, roads, trees, shrubbery, etc. shall be protected against damage or interrupted service at all times by the contractor during the term of contract, and the contractor shall be held responsible for any damage to the property occurring by reason of his/her operation on the property.

76. **PUBLIC ENTITY CRIMES**

In accordance Section 287.133 (2)(a), Florida Statutes: A person or affiliate who has been placed on the convicted Bidder list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 Months from the date of being placed on the convicted Bidder list.

77. **PUBLIC RECORDS COMPLIANCE**

Contractor shall comply with public records laws as set forth in Section 119, Florida Statutes, and shall specifically:

(a) Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the service.

(b) Provide the public with access to public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed the cost provided in Section 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 to the City, at no cost, 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 in a format that is compatible with the information technology systems of the City.

**IF THE VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE OFFICE OF THE CITY CLERK AT 386-506-5563, cityclerk@port-orange.org, CITY OF PORT ORANGE, 1000 CITY CENTER CIRCLE, PORT ORANGE, FLORIDA, 32129.**

The failure of contractor to comply with a public records request shall constitute a material breach of the contract.

78. **PUBLIC RECORDS/PUBLIC MEETINGS EXEMPTION STATEMENT**

Section 119.071(1)(c), Florida Statutes: **Any financial statement that an agency requires a prospective Bidder to submit in order to prequalify for bidding or for responding to a proposal for a road or any other public works project is exempt from s. 119.07(1) and s. 24(a), Art. I of the State Constitution. On June 2, 2011, Governor Scott signed HB 7223 into law.** This new legislation amends Florida's Public Records and Sunshine Laws, by expanding "exemptions" applicable to bids, proposals and replies to sealed competitive solicitations, and closes evaluation meetings from the public in certain instances. First, Section 119.071, Florida Statutes was amended to provide that sealed bids, proposals, or replies received by a Florida public agency shall remain exempt from disclosure until an intended decision is announced or until 30 days from the opening, whichever is earlier. This means that Bidders will not be able to procure a copy of their competitors' bids until an intended decision is reached or 30 days has elapsed since the time of the bid opening. The prior version of the law provided for a 10-day exemption. Next, Section 286.0113, Florida Statutes was amended to provide that meetings of persons appointed to evaluate bids or proposals and negotiate contracts shall be closed in certain circumstances. Specifically, portions of such meetings may now be closed to the public during oral presentations made by a Bidder, or where a Bidder answers questions. In other words, neither Bidders, nor the public will be permitted to sit in on meetings, unless this exemption is waived by the City Council, wherein their competitors are making presentations or discussing their bid or proposal with the committee members. The portions of these meetings must still be recorded and are subject to disclosure at the time of an intended award decision or within 30 days of the bid or proposal opening, whichever is earlier. Portions of the meetings that do not involve presentations, questions and answers, or negotiation strategy or negotiation sessions are still open to the public and competing Bidders, but the new law limits public attendance to portions of such meetings.

79. **PURCHASE ORDER AND DELIVERY**

The successful Bidder shall not deliver products or provide services without a City of Port Orange purchase order, signed by an authorized agent of the City of Port Orange. The fastest, most reasonable delivery time shall be indicated by the Bidder. Any special information concerning delivery should also be included, on a separate sheet, if necessary. All items shall be shipped F.O.B. INSIDE DELIVERY unless otherwise stated in the specifications. This shall be understood to include bringing merchandise to the appropriate room or place designated by the using department. Every tender or delivery of goods must fully comply with all provisions of these requirements and the specifications including time, delivery and quality. Nonconformance shall constitute a breach which shall be rectified prior to expiration of the time

for performance. Failure to rectify within the performance period shall be considered cause to reject future deliveries and cancellation of the contract by City of Port Orange without prejudice to other remedies provided by law. Where delivery times are critical, the City of Port Orange reserves the right to award accordingly.

80. **QUALITY**

All materials used for the manufacture or construction of any supplies, materials or equipment covered by this bid shall be new. The items bid must be new, the latest model, of the best quality and highest-grade workmanship unless otherwise specified in this bid by the City.

81. **QUESTIONS/INTERPRETATIONS**

Questions regarding interpretation of responses, solicitation results or solicitation awards shall be directed in writing to the Purchasing Division and referenced by the solicitation number no later than the last day for questions as specified in the solicitation documents. The City of Port Orange shall not be responsible for oral interpretations given by any City personnel or representative or others. The issuance of a written addendum is the only official method whereby interpretation, clarification or additional information can be given.

82. **RECORDS/AUDIT**

(a) The contractor agrees that the City, or any duly authorized representative, shall, until the expiration of five (5) years after final payment hereunder, have access to and the right to examine and copy any pertinent books, documents, papers and records of the contractor involving transactions related to this contract.

(b) The contractor further agrees to include in any subcontract for more than $10,000 entered into as a result of this contract, a provision to the effect that the subcontractor agrees that the City or any duly authorized representative shall, until the expiration of five (5) years after final payment under the subcontract, have access to and the right to examine and copy any pertinent books, documents, papers and records of such contractor involved in transactions related to such subcontract, or this contract. The term subcontract as used herein shall exclude purchase orders for public utility services at rates established for uniform applicability to the general public.

(c) The period of access provided in subparagraphs (a) and (b) above for records, books, documents and papers which may relate to any arbitration, litigation, or the settlement of claims arising out of the performance of this contract or any subcontract shall continue until any appeals, arbitration, litigation or claims shall have been finally disposed of.

83. **RECYCLED MATERIALS**

City of Port Orange encourages the use of products made of recycled materials.

84. **REJECTING OF RESPONSES/RE-BIDDING**

The City reserves the right to accept or reject any or all responses or parts of responses, to waive irregularities and technicalities, and to request re-bids. The City also reserves the right to award the contract on such items the City deems will best serve the interests of the City. The City further reserves the right to award the contract on a "split order" basis, or such combination as shall best serve the interests of the City unless otherwise specified. The City Council shall have the authority to reject any and all responses. If the lowest and best response exceeds the budgeted amount and the City Council does not make additional funds available, the Purchasing Division with the help of the department head shall have the authority to re-advertise the article or articles for bidding after making sufficient changes in the plans or specifications to bring the cost within the limit of the money available. (Code 1981, § 8-28.)

85. **REQUEST FOR ADDITIONAL INFORMATION**

Prior to the final solicitation selection, Bidders may be required to submit additional information which the City may deem necessary to further evaluate the Bidder's qualifications to perform under the terms of the solicitation and subsequent contract.

86. **REVIEW OF RESPONSES/SUBMISSIONS**

Each response will be reviewed to determine if the response is responsive to the submission requirements outlined in the solicitation. A responsive response is one which follows the requirements of the solicitation, includes all required documentation, is submitted in the format outlined in the solicitation, is of timely submission, and has the appropriate signatures as required on each document. Failure to comply with these requirements may deem your response non-responsive.

87. **RIGHT OF WITHDRAWAL**

A bid, proposal, statement, or reply may not be withdrawn before the expiration of one-hundred-twenty (120) days from the response due date.

88. **RIGHTS TO SOLICITATION SUBMITTED MATERIAL**

All responses, inquiries, or correspondence relating to or in reference to a solicitation, and all reports, charts, and other documentation submitted by Bidders shall become the property of the City when received.

89. **RULES, REGULATIONS AND LICENSING REQUIREMENT**

The Bidder shall comply with all laws, ordinances and regulations applicable to the services contemplated herein, including those applicable to conflict of interest and collusion. Bidders are presumed to be familiar with all federal, state and local laws, ordinances, codes and regulations that may in any way affect the services offered.

90. **SAMPLES**

Samples, when requested, must be furnished at, or before the bid opening, (unless otherwise specified), and will be delivered at no charge to the City. If not used and/or destroyed in testing, said sample(s) will, at the Bidder's request, be returned within thirty (30) days after bid award at the Bidder's expense. If requested by the City, samples and/or inspection of like items are to be made available in the central Florida area.

91. **SCRUTINIZED COMPANIES LIST**

The contractor shall refrain from any of the prohibited business activities with the Governments of Sudan and Iran as described in section 215.473, Florida Statutes. Pursuant to section 287.135(5), Florida Statutes, the City may immediately terminate this contract for cause if the contractor is found to have submitted a false certification or if the contractor is placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or is engaged in business operations with Cuba or Syria during the term of the contract. The contractor shall provide a completed *Scrutinized Companies Certification* (Form 7.10), certifying the contractor's compliance with this section, prior to the execution of this contract.

92. **SEPARATION AND DISTRUBUTION**

The solicitation has been designed for transmittal as a complete document to interested parties. It is recommended that it not be separated; however, it may be reproduced in its entirety as additional distribution might dictate.

93. **SEVERABILITY**

If any section, subsection, paragraph, sentence, clause, phrase or word of these requirements or the specifications shall be held invalid, such holding shall not affect the remaining portions of these requirements and the specifications and it is hereby declared that such remaining portions would have been included in these requirements and the specifications as though the invalid portion had been omitted.

94. **SIGNATURE REQUIRED**

All responses must show the company name and be signed by a company officer or employee who has the authority to bind the company or firm by their signature. UNSIGNED RESPONSES WILL BE REJECTED. All manual signatures must be original - no rubber stamp, photocopy, etc.

95. **SIGNED RESPONSE CONSIDERED AN OFFER**

The signed response is considered an offer on the part of the Bidder, which offer shall be considered accepted upon approval by the City of Port Orange City Council (if required). The City of Port Orange will issue a purchase order or a letter of authorization to the successful Bidder, as authorization for delivery of the items awarded subject to requirements of detailed specifications and those contained herein. In the event of default on the part of the Bidder after such acceptance, the City may take such action as it deems appropriate including legal action for damages or specific performance.

96. **SILENCE OF SPECIFICATIONS**

The apparent silence of specifications as to any detail, or the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practice is to prevail and that only material and workmanship of the finest quality are to be used. All interpretations of specifications shall be made on the basis of this statement. The items furnished under this contract shall be new, unused of the latest product in production to commercial trade and shall be of the highest quality

as to materials used and workmanship. Manufacturer furnishing these items shall be experienced in design and construction of such items and shall be an established supplier of the item bid.

97. **SOCIAL, POLITICAL, OR IDEOLOGICAL INTERESTS**

Pursuant to Florida Statute 287.05701, the governing body of a county, municipality, special district, or any other political subdivision of the state may not request documentation of or consider a vendor's social, political, or ideological interests when determining if the vendor is responsible. Furthermore, an awarding body may not give preference to a vendor based on the vendor's social, political, or ideological interests.

98. **SOLICITATION FORM COMPLETION, SUBMISSION AND RECEIPT OF RESPONSES**

Unless otherwise specified, Bidders shall use the solicitation forms supplied by the Purchasing Division. Responses shall be typewritten or handwritten in ink and shall bear the original signature of the Bidder's authorized representative. Responses containing erasures or corrections must be initialed by the Bidder in ink. Responses shall be submitted by mail or hand delivery only. No response will be accepted by facsimile transmission, e-mail or other electronic delivery. Responses submitted by mail shall be addressed to: City Clerk, City of Port Orange, Attn: Purchasing Division, Port Orange City Hall, 1000 City Center Circle, Port Orange, Florida 32129. Responses submitted by hand delivery shall be delivered to: City Clerk, Port Orange City Hall, 1000 City Center Circle, Port Orange, Florida 32129. Responses will be accepted until 3:30 PM (Eastern Standard Time) on the date indicated in the solicitation documents or an addendum issued by the City. One (1) sealed envelope or package shall be submitted. The sealed envelope/package must contain the required forms and price proposals, where applicable, and will be evaluated and deemed responsive or non-responsive. All late responses will be returned to the Bidder and will not be opened. Bids (Envelope/Package) shall contain one (1) original and one (1) digital (CD or flash drive) version unless otherwise indicated in the legal advertisement and shall be mailed or delivered as set forth in the preceding paragraph in one (1) SEALED ENVELOPE/PACKAGE. The envelope/ package shall be clearly marked on the outside to include the bid project name, bid number, name and address of the Bidder.

99. **STATE LICENSING REQUIREMENTS**

All entities defined under Chapters 607, 608, 617 or 620, Florida Statutes, seeking to do business with the City shall be on file and in good standing with the State of Florida's Department of State. Prior to making an offer, the Bidder shall have met the license, certification, and any other requirements of the state, county, city and/or other agency of authority with jurisdiction in such matters and should provide copies of documentation that evidence such qualifications with the response to the solicitation; and, that the Bidder shall provide follow-up evidence that the Bidder maintains such credentials throughout the period of the agreement. A copy of a current certificate of authority from the Secretary of State authorizing the Bidder/responder to do business in the State of Florida, or other evidence of legal authority to do business in the state, county, city and/or any other agency of authority should be provided with your response to the solicitation. Information concerning certification with the Secretary of State may be obtained at https://dos.fl.gov/sunbiz/. Contract documents shall be executed by the entity's duly authorized officer as evidenced by entity records.

100. **SUBCONTRACTING**

The awarded Bidder will not sub-contract or enter into any subcontracting agreements pertaining to this contract, without obtaining written approval from the City of Port Orange.

101. **SUPPLEMENTAL MATERIALS**

Bidders are responsible for including all pertinent product data in the returned bid package. Literature, brochures, data sheets, specification information, completed forms requested as part of the bid package and any other facts which may affect the evaluation and subsequent contract award should be included. Materials such as legal documents and contractual agreements that the Bidder wishes to include as a condition of the bid must also be in the returned bid package. Failure to include all necessary and proper supplemental materials may be cause to reject the entire bid.

102. **TAXES**

The City of Port Orange is exempt from all federal excise, state and local taxes unless otherwise stated in this document. A Tax Exemption Certificate will be furnished upon written request to the City of Port Orange Purchasing Division.

103. **TERM CONTRACTS**

Acceptance by the City of Port Orange of Bidder's offer shall be limited to the terms herein unless expressly agreed in writing by the City. If the contract is intended to cover a specific time-period, the term will be given in the bid specifications.

104. **TERMINATION**

**For Convenience:** The City of Port Orange reserves the right to terminate the contract or any work or delivery required hereunder, from time to time either in whole or part, whenever the City Manager of Port Orange shall determine that such termination is in the best interest of the City. Termination, in whole or in part, shall be effected by delivery of a Notice of Termination signed by the City Manager or his designee, postmarked or delivered to the contractor at least thirty (30) days prior to the date of termination, and specifically setting forth the effective date of termination.

**For Default:** The City may terminate the contract if the contractor breaches any of the terms therein, including, but not limited to, warranties of the contractor or if the contractor becomes insolvent or commits acts of bankruptcy. Such right of termination is in addition to and not in lieu of any other remedies which the City of Port Orange may have in law or equity. Default may be construed as, but is not limited to, failure to deliver the proper goods and/or services within the proper amount of time, and/or to properly perform any and all services required to the City's satisfaction and/or to meet all other obligations and requirements. The City may cancel the contract at any time for breach of contractual obligations by providing the contractor with a written notice of such cancellation. Should the City exercise its right to cancel the contract for such reasons, the cancellation shall become effective on the date as specified in the notice of cancellation sent to the contractor. In the event of default by the contractor, the City reserves the right to procure the item(s) bid from other sources and holds the contractor responsible for excess costs incurred as a result. City Council may elect to refrain from doing business with the contractor as stipulated in City Code 2-276 Suspension and Disbarment.

**For Non-Appropriation of Funds:** If funds are not appropriated for any succeeding fiscal years subsequent to the one in which this contract is entered into, for the purpose of this contract, then the City may terminate this contract upon thirty (30) days prior written notice to the contractor. Should termination be accomplished in accordance with this Section, the City shall be liable only for payments due through the date of termination.

105. **TITLE TRANSFER**

Title and Risk of Loss of goods shall not pass to City of Port Orange until City of Port Orange actually receives and takes possession of the goods at the point or points of delivery. Receiving times may vary with the using department. Generally, deliveries may be made between 8:30 a.m. and 3:00 p.m., Monday through Friday. The contractor is advised to consult the using department for instructions. The place of delivery shall be specified in the bid specification and/or on the purchase order as a "Deliver To:" address.

106. **UNBALANCED BID**

A mathematically unbalanced bid is when a Bidder places a high price on some items and a low price on other items in a unit price contract. A bid is materially unbalanced when there is reasonable doubt that acceptance of a mathematically unbalanced bid will result in the lowest overall cost to the City. Unbalanced bids will be rejected if the prices are deemed materially unbalanced.

107. **USE OF SOLICITATION FORMS**

The Bidder shall complete the appropriate solicitation form(s) included in the solicitation. All blanks on the solicitation forms shall be completed. If a question or confirmation is not applicable, it should be answered with an "N/A." Supplemental information may be attached to the solicitation forms. Failure to fully complete the appropriate solicitation forms may result in disqualification of the response. If additional space for a response is required, attach an additional page to the page on which the question is stated. Clearly identify the number of the question to which the response is attached. Further, if additional solicitation form pages are needed, photocopy or replicate as appropriate, and attach such additional pages to the page on which the question or chart is stated. The signature of the Authorized Person or entity must be that of an officer, partner or a sole proprietor of the entity making the response. The original response, and each copy submitted shall contain an original signature on the *Bidder's Acknowledgement Form* contained in each solicitation.

108. **VARIANCES**

For purposes of response evaluation, Bidders must indicate any variances, no matter how slight, contained in the response. No variations or exceptions by a Bidder will be considered or deemed a part of the response submitted unless such variances or exceptions are listed in the response and referenced in the space provided on the response pages. If variances are not stated, or referenced as required, it will be assumed that the product or service complies with the City's terms, conditions and specifications. By receiving a response, the City does not necessarily accept any variances contained in the response. All variances submitted are subject to review and approval by the City. If any response contains material variances that, in the City's sole opinion, make that response conditional in nature, the City reserves the right to reject the response or part of the response that is declared, by the City, as conditional.

109. **WAIVER OF IRREGULARITIES**

The City of Port Orange reserves the right to waive and/or reject any non-substantial irregularity in responses received whenever such waiver or rejection is in the best interest of the City and/or it does not meet the minimum requirements set forth. All reasonably responsive responses will be considered. However, the City reserves the right to waive formalities or informalities in responses, to reject, with or without cause, any or all responses or portions of responses, or to interview or not interview individual Bidders, and to accept any responses or portions of responses deemed to be in the best interest of the City. The City Council shall grant the City Manager the ability to waive any and all non-substantial irregularities in any and all formal solicitations. (Code 1981, § 8-29; Ord. No. 2015-17, § 1, 5-19-2015)

110. **WARRANTIES**

Bidders shall furnish all data pertinent to warranties or guarantees which may apply to items in the response. Bidders may not limit or exclude any implied warranties. The Bidder warrants that products sold to the City shall conform to the standards established by the U.S. Department of Labor under the Occupational Safety and Health Act of 1970. In the event product does not conform to OSHA Standards, where applicable, City of Port Orange may return the product for correction or replacement at the Bidder's expense. If the Bidder fails to make the appropriate correction within a reasonable time, City of Port Orange may correct at the Bidder's expense.

**[Remainder of this page left intentionally blank]**

# SECTION 6 – SPECIAL REQUIREMENTS/INSTRUCTIONS

**PERIOD OF OFFER VALIDITY:**
Bids offered in this ITB must remain firm for a period of one-hundred-twenty (120) days from the ITB opening date.

**AWARD RECOMMENDATION:**
It is the intent of the City to award a contract to the lowest responsive and responsible Bidder as outlined in Section 5.

**CONTRACT TERM:**
Two Hundred and seventy (270) days from issuance of a Notice to Proceed from the City for substantial completion for the term of the contract.

**ELIGIBILITY OF BIDDER:**
Bidders shall be licensed to do business in the State of Florida and shall be certified General Contractors. Bidders must submit their SunBiz report showing their company registered as "Active" and their valid General Contractor license(s) with the other required documents listed on Bidder Submittal Checklist (Form 7.1). In addition, to be eligible to respond to this ITB, the Bidder must demonstrate proof of prior experience working with the services described in this ITB. Please provide eligibility experience with your submittal by completing Form 7.7 Statement of Bidder's Qualifications in its entirety.

**PROOF OF E-VERIFY REGISTRATION**
Bidders who do not include proof of E-Verify registration with Form 7.12 City of Port Orange Contractor E-Verify Affidavit may be deemed non-responsive. Bidder must include printed pages from the E-Verify website showing company name and E-Verify registration number (My Company Profile). Bidder's failure to include Form 7.12 and proof of registration with their bid submittal may result in rejection of Bidder's submittal.

**LICENSES AND PERMITS**
Contractor is responsible for all applicable local and state licenses, permits and fees. Bidders shall be certified General Contractors.

**PAYMENT & PERFORMANCE BONDS**
If awarded, the Bidder must be able to obtain payment and performance bonds from a surety company licensed in Florida and must submit proof of their present bonding capacity with their bid submittal package in the form of a current (not older than 3 months) letter from Bidder's bonding agent. Bidder's bonding capacity must be equal to or greater than 100% of the total amount bid. Bidders who do not include their present bonding capacity letter in their submittal package may be deemed non-responsive.

Upon award, the successful Bidder will be required to furnish and pay for a Payment and Performance Bond equal to one hundred percent (100%) of the contract amount to be recorded by the City, with the Clerk of the Circuit Court, Volusia County, Florida. After recording, the City will furnish to the awarded Bidder the recording information for the bond to evidence that the Bidder has met the requirement of Florida law. The City will bill the cost of recording to the awarded Bidder.

**BID BONDS:**
The Bidder must submit with their bid package a certified check or bank draft, payable to the City of Port Orange, FL or a satisfactory bid bond executed by the Bidder and an acceptable surety in the amount equal to (5%) of the total amount of the bid. If submitting a bid bond in lieu of a certified check or bank draft, the original bid bond must be included with bid submittal. If submitting a bid bond in lieu of a certified check or bank draft, Bidders who do not include their original bid bond with their submittal may be deemed non-responsive.

**NOTICE:**
The City reserves the right to consider cooperative contracts, federal, state municipal etc., in the evaluation process. If in the City's best interest, the City may utilize a cooperative contract in lieu of making an award.

**SAFETY:**

The awarded Bidder will comply with all applicable OSHA, State of Florida Safety Regulations and comply with all construction safety requirements of local authorities having jurisdiction. The awarded Bidder shall exercise all due caution to exclude the public from the work area and especially from contact with any hazardous materials.

**REPAIR OF DAMAGES:**

It is the responsibility of the awarded Bidder to repair any damages incurred in the area directly related to the services being provided as described herein. When damages occur, the City of Port Orange Representative is to be notified immediately (within an hour of the occurrence) and shall inspect the repairs upon completion.

**[Remainder of page left intentionally blank]**

# SECTION 7 – REQUIRED FORMS

## FORM 7.1 – BID SUBMITTAL CHECKLIST

____ Form 7.2 – Bidder's Acknowledgement

____ Form 7.3 – Addendum and Change Order Procedure Acknowledgement

____ Form 7.4 – Drug Free Preference Statement

____ Form 7.5 – Public Entity Crimes Statement

____ Form 7.6 – Anti-Collusion

____ Form 7.7 – Statement of Bidder's Qualifications

____ Form 7.8 – Professional References for Previous Experience

____ Form 7.9 – List of Subcontractors

____ Form 7.10 – Scrutinized Companies Certification

____ Form 7.11 – Local Business Affidavit of Eligibility

____ Form 7.12 – E-Verify Affidavit

____ Form 7.13 – Debarment, Suspension and Other Responsibility Matters

____ Form 7.14 – Affidavit of Compliance With F.S. 287.138

____ Form 7.15 – No Submittal Response

____ APPENDIX A – 44 C.F.R. PART 18 CERTIFICATION REGARDING LOBBYING

____ (Attachment 1) – Schedule of Unit Pricing

____ Current Bonding Capacity Letter (as outlined in Section 6)

____ Copy of all currently held Licenses (Contractor, Sunbiz, etc.)

____ Current Tax Receipt of Bidder's municipality

____ Original Bid Bond or certified check or bank draft (as outlined in Section 6)

____ Submission of one (1) original marked "ORIGINAL" and one (1) digital (flash drive) version in PDF format

BY: _____
Name of Business

_____
Authorized Signature

_____
Date

*This document must be completed and returned with your Submittal*

## FORM 7.2 – BIDDER'S ACKNOWLEDGEMENT

I have carefully examined the Invitation to Bid (ITB), Instructions to Bidders, General and/or Special Conditions, Specifications and any other documents accompanying or made a part of this invitation.

I hereby propose to furnish the goods or services specified in the ITB at the prices or rates as finally negotiated. I agree that my bid will remain firm for a period of up to one-hundred-twenty (120) days in order to allow the City of Port Orange adequate time to evaluate the proposed bid. Furthermore, I agree to abide by all conditions of the ITB.

I certify that all information contained in the bid is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this bid on behalf of the Bidder/Contractor as its act and deed and that the Bidder/Contractor is ready, willing and able to perform if awarded the contract.

I further certify that this bid is made without prior understanding, contract, connection, discussion or collusion with any person, firm or corporation submitting a bid for the same product or service; no officer, employee or agent of the City of Port orange City Council or of any other Bidder interested in said ITB; and that the undersigned executed this Bidder's Acknowledgement with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

I further certify that having read and examined the specifications and documents for the designated services and understanding the general conditions for the contract under which services will be performed, does hereby propose to furnish all labor, equipment and material to provide the services set forth in the ITB.

I hereby declare that the following listing states any clarifications, any and all variations from and exceptions to the requirements of the specifications and documents. The undersigned further declares that the "work" will be performed in strict accordance with such requirements and understands that any exceptions to the requirements of the specifications and documents may render the bid non-responsive.

**NO EXCEPTIONS ALLOWED AFTER THE BID IS SUBMITTED:**

**Please check one:** ☐I take NO exceptions. ☐Exceptions (list below; add additional pages if necessary):

_____

_____

_____ _____

Name of Business Mailing Address

_____ _____

Authorized Signature City, State & Zip Code

_____ _____

Printed Name and Title Telephone Number

_____ _____

Federal Identification No. E-mail Address

STATE OF:_____ COUNTY OF: _____

The foregoing instrument was acknowledged before me by means of ☐physical presence or ☐online notarization, this

_____ day of _____, 2026, by_____ and who:

☐Is personally known to me; or ☐ has produced _____ as identification.

_____ Notary Public, State of _____

*Printed, typed or stamped name, commission and expiration:*

*This document must be completed and returned with your Submittal*

# FORM 7.3 – ADDENDUM AND CHANGE ORDER PROCEDURE ACKNOWLEDGEMENT

## ADDENDUM ACKNOWLEDGEMENT

I have carefully examined the Invitation to Bid (ITB), Instructions to Bidders, General and/or Special Conditions, Specification and any other documents accompanying or made a part of this ITB.

I acknowledge receipt and incorporation of the following addenda and the cost, if any, of such revisions has been included in the price of the bid proposal.

Addendum#_____ Date:_____ Addendum#_____ Date:_____

Addendum#_____ Date:_____ Addendum#_____ Date:_____

## CHANGE ORDER PROCEDURE ACKNOWLEDGEMENT

If awarded the Contract for this Solicitation, I acknowledge that no oral statement of any person shall modify or otherwise change or affect the terms, conditions or specifications stated in the resulting contract. All change order requests shall be made in writing by the Contractor for review by the Contract Administrator for the City of Port Orange. No work shall be performed as set forth in the change order until the Contractor receives an executed Purchase Order for the requested change.

I acknowledge the above statements regarding Addendum Acknowledgement and Change Order Procedures:

_____
Name of Business

_____
Authorized Signature

_____
Printed Name and Title

STATE OF:_____ COUNTY OF: _____

The foregoing instrument was acknowledged before me by means of ☐physical presence or ☐online notarization, this

_____ day of _____, 2026, by_____ and who:

☐Is personally known to me; or ☐ has produced _____ as identification.

_____ Notary Public, State of _____
*Printed, typed or stamped name, commission and expiration:*

***This document must be completed and returned with your Submittal***

## FORM 7.4 – DRUG-FREE PREFERENCE STATEMENT

IDENTICAL TIE BIDS – Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids, proposals, statements or replies are equal with respect to price, quality and service are received by the City for procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied Bidders have a drug-free workplace program.

In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation and employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are under a 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 the 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 of chapter 893 or of any controlled substance the law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

5. Impose a sanction on or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by an employee who is so convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of Section 287.087, Florida Statutes.

As an authorized representative of the firm, I certify that this firm complies fully with the above requirements.

_____
Name of Business

_____
Authorized Signature

_____
Printed Name and Title

STATE OF:_____ COUNTY OF: _____

The foregoing instrument was acknowledged before me by means of ☐physical presence or ☐online notarization, this _____ day of _____, 2026, by_____ and who:

☐Is personally known to me; or ☐ has produced _____ as identification.

_____ Notary Public, State of _____
*Printed, typed or stamped name, commission and expiration:*

***This document must be completed and returned with your Submittal***

## FORM 7.5 – SWORN STATEMENT ON PUBLIC ENTITY CRIMES

**UNDER SECTION 287.133(3)(A), FLORIDA STATUTES**

(To be signed in the presence of a notary public or other authorized to administer oaths.)

Before me, the undersigned Authority, personally appeared affiant_____, who, being by me first duly sworn, made the following statement:

1. The business address of _____(name of Offeror or business) is

   _____.

2. My relationship to _____(name of Offeror or business) is _____

   _____(relationship such as sole proprietor, partner, president, vice president.)
3. I understand that a public entity crime as defined in Section 287.133 of the Florida Statutes includes 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 in Florida or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any proposal or contract for goods or services to be provided to any public entity or such and agency or political subdivision and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy or material misrepresentation.
4. I understand that "convicted" or "conviction" is defined by the Florida Statutes to mean a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilt or nolo contendere.
5. I understand that "affiliate" is defined by the Florida Statutes to mean (1) a predecessor or successor of a person or a corporation 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, or (3) those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate, or (4) a person or corporation who knowingly entered into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months.
6. Neither the Offeror or contractor, nor any officer, director, executive, partner, shareholder, employee, member or agent who is active in the management of the Offeror or contractor, nor any affiliate of the Offeror or contractor has been convicted of a public entity crime subsequent to July 1, 1989. **(Draw a line through paragraph 6 if paragraph 7 below applies.)**
7. There has been a conviction of a public entity crime by the Offeror or contractor, or an officer, director, executive, partner, shareholder, employee, member or agent of the Offeror or contractor who is active in the management of the Offeror or contractor or an affiliate of the Offeror or contractor. A determination has been made pursuant to Section 287.133(3) by order of the Division of Administrative Hearings that it is not in the public interest for the name of the convicted person or affiliate to appear on the convicted Bidder list. The name of the convicted person or affiliate is: _____. A copy of the order of the Division Administrative Hearing is attached. **(Draw a line through paragraph 7 if paragraph 6 above applies)**

_____
Name of Business

_____
Authorized Signature

STATE OF:_____

COUNTY OF: _____

_____
Printed Name and Title

The foregoing instrument was acknowledged before me by means of ☐physical presence or ☐online notarization, this _____ day of _____, 2026, by_____ and who:

☐Is personally known to me; or ☐ has produced _____ as identification.

_____ Notary Public, State of _____

*Printed, typed or stamped name, commission and expiration:*

***This document must be completed and returned with your Submittal***

## FORM 7.6 – ANTI-COLLUSION

By signing this form, the Bidder agrees that this bid is made without any other understanding, agreement or connection with any person, corporation or firm submitting a bid for the same purpose and that the bid is in all respects fair and without collusion or fraud.

SIGN in ink in the space provided below. Unsigned bids will be considered incomplete and will be disqualified and rejected.

IT IS AGREED BY THE UNDERSIGNED BIDDER THAT THE SIGNING AND DELIVERY OF THE BID REPRESENTS THE BIDDER'S ACCEPTANCE OF THE TERMS AND CONDITIONS OF THE FOREGOING SPECIFICATIONS, CONTRACT AND PROVISION, AND IF AWARDED, THIS CONTRACT WILL REPRESENT THE AGREEMENT BETWEEN THE BIDDERS AND THE CITY OF PORT ORANGE.

NAME OF FIRM: _____

SIGNED BY: _____
(MUST BE SIGNED BY A COMPANY OFFICER OR AUTHORIZED AGENT)

PRINTED SIGNATURE: _____

TITLE: _____

ADDRESS: _____

CITY, STATE AND ZIP CODE: _____

TELEPHONE: _____

F.E.I.N.: _____

**NO** bid may be withdrawn for a period of one-hundred-twenty (120) days subsequent to the submittal of the bids without the consent of the City of Port Orange.

***This document must be completed and returned with your Submittal***

## FORM 7.7 – STATEMENT OF BIDDER'S QUALIFICATIONS

The undersigned warrants that he or she is duly authorized to complete this document, and hereby affirms that the information contained in Form 7.7 is complete, true and correct to the best of his or her knowledge and belief. If necessary, question may be answered on separate paper and attached with any additional information that may be pertinent.

A. Name of Bidder: _____

B. Permanent main office address: _____

C. Date organized: _____

D. If a corporation, where incorporated: _____

E. How many years have you been engaged in the business under your present firm or trade name? _____

F. Contracts on hand: (List these, showing amount of each contract and the approximate anticipated dates of completion.) **USE SEPARATE SHEET & ATTACH TO SUBMITTAL**

G. General character of work performed by your company: _____

H. Have you ever failed to complete any work awarded to you? If so, where and why?_____

I. Have you ever defaulted on a contract? If so, where and why? _____

J. List your major equipment currently owned or leased: **USE SEPARATE SHEET & ATTACH TO SUBMITTAL**

K. Background and experience of the principal members of your organization, including the officers: USE **SEPARATE SHEET & ATTACH TO SUBMITTAL**

L. Credit currently available: $_____

M. Give bank name, contact name and phone number: _____

Will you, upon request, fill out a detailed financial statement and furnish any other information that may be required by the Owner? ☐Yes☐No

The undersigned hereby authorizes and requests any person, firm or corporation to furnish any information requested by the Owner in verification of the recitals compromising the Statement of Bidder's Qualifications.

_____
Name of Business

_____
Authorized Signature

STATE OF:_____

COUNTY OF: _____

_____
Printed Name and Title

The foregoing instrument was acknowledged before me by means of ☐physical presence or ☐online notarization, this _____ day of _____, 2026, by_____ and who:

☐Is personally known to me; or ☐ has produced _____ as identification.

_____ Notary Public, State of _____

*Printed, typed or stamped name, commission and expiration:*

***This document must be completed and returned with your Submittal***

**FORM 7.8 – PROFESSIONAL REFERENCES FOR PREVIOUS EXPERIENCE**

The Bidder proposes that they are qualified to perform the referenced work and has successfully done so on recent projects similar in nature and size. The City reserves the right to check references and confirm information provided herein. **Please provide three (3) current and correct references from clients for similar services. (DO NOT include the City of Port Orange.)**

1. Company Name: _____

   Contact Person: _____

   City, State: _____

   Telephone Number: _____

   Email Address: _____

   Description of goods/services provided: _____

   Contract Amount: _____

   Start/End Date of Contract: _____

2. Company Name: _____

   Contact Person: _____

   City, State: _____

   Telephone Number: _____

   Email Address: _____

   Description of goods/services provided: _____

   Contract Amount: _____

   Start/End Date of Contract: _____

3. Company Name: _____

   Contact Person: _____

   City, State: _____

   Telephone Number: _____

   Email Address: _____

   Description of goods/services provided: _____

   Contract Amount: _____

   Start/End Date of Contract: _____

***This document must be completed and returned with your Submittal.***

## FORM 7.9 – LISTING OF SUBCONTRACTORS

The Bidder proposes that the following subcontractors are qualified to perform the referenced work and have successfully done so on recent projects similar in nature and size. All subcontractors whose work product accounts for 5% or more of the total contract value shall be listed. Upon approval of subcontractors listed, the successful **Bidder shall not substitute subcontractors without approval from the City Representative**. Bidder shall attach additional sheets as necessary.

Subcontractor No. 1

Name: _____

Description of Work: _____

Percent of Contract Price: _____

Previous Experience Together: ☐Yes ☐No

Subcontractor No. 2

Name: _____

Description of Work: _____

Percent of Contract Price: _____

Previous Experience Together: ☐Yes ☐No

Subcontractor No. 3

Name: _____

Description of Work: _____

Percent of Contract Price: _____

Previous Experience Together: ☐Yes ☐No

Subcontractor No. 4

Name: _____

Description of Work: _____

Percent of Contract Price: _____

Previous Experience Together: ☐Yes ☐No

Subcontractor No. 5

Name: _____

Description of Work: _____

Percent of Contract Price: _____

Previous Experience Together: ☐Yes ☐No

***This document must be completed and returned with your submittal***

**FORM 7.10 SCRUTINIZED COMPANIES CERTIFICATION**

***(To be signed in the presence of a notary public or other officer authorized to administer oaths.)***

**SCRUTINIZED COMPANIES CERTIFICATION PURSUANT TO SECTION 287.135, FLORIDA STATUTES**

I, _____, on behalf
(Print Name and Title)

of_____ ("Company"), certify that _____
(Company Name) (Company Name)

does not:
1. Participate in a boycott of Israel; and
2. Is not on the Scrutinized Companies with Boycott Israel List; and
3. Is not on the Scrutinized Companies with Activities in Sudan List; and
4. Is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; and
5. Has not engaged in business operations in Syria.

Submitting a false certification shall be deemed a material breach of contract. The City of Port Orange shall provide notice, in writing, to the Company of the City's determination concerning the false certification. The Company shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If the Company does not demonstrate that the City's determination of false certification was made in error, then the City shall have the right to terminate the contract and seek civil remedies pursuant to Florida Statute § 287.135.

Section 287.135, Florida Statutes prohibits the City from: 1) Contracting with companies for goods or services in any amount if at the time of bidding on, submitting a proposal for, or entering into or renewing a contract if the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, F.S. or is engaged in a boycott of Israel; and 2) Contracting with companies for goods or services over $1,000,000.00 that are on either the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473, or are engaged in business operations in Syria.

As the person authorized to sign on behalf of the Company, I hereby certify that the company identified above in the section entitled "Company Name" does not participate in any boycott of Israel, is not listed on the Scrutinized Companies that Boycott Israel List, is not listed on either the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List and is not engaged in business operations in Syria. I understand that pursuant to Section 287.135, Florida Statutes, the submission of a false certification may subject the company to civil penalties, attorney's fees, and/or costs. I further understand that any contract with the City for goods or services may be terminated at the option of the City if the company is found to have submitted a false certification or has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

_____ _____
COMPANY NAME SIGNATURE

_____ _____
PRINT NAME TITLE

STATE OF FLORIDA COUNTY OF: _____

The foregoing instrument was acknowledged before me by means of ☐physical presence or ☐online notarization, this _____ day of _____, 2026, by_____ and who:

☐Is personally known to me; or ☐ has produced _____ as identification.

_____Notary Public, State of _____
*Printed, typed or stamped name, commission and expiration:*

***This document must be completed and returned with your submittal***

# FORM 7.11 – LOCAL BUSINESS AFFIDAVIT OF ELIGIBILITY

City of Port Orange

*This declaration is executed under penalty of perjury of the laws to the United States and the State of Florida*

**THIS AFFIDAVIT IS SUBMITTED IN REFERENCE TO THE FOLLOWING SOLICITATION:**

Project# *(as applicable)*: _____

Business Name: _____ Contact Person/Title: _____

Mailing Address: _____ City,State,Zip: _____

Phone Number: _____ Email address: _____

Physical Presence of Business: ☐Headquarters ☐Principal Place of Business

Within Legal Boundaries: ☐City of Port Orange ☐Volusia County ☐State of Florida

FEIN (Federal Employer Identification Number): _____

Business Structure: ☐Corporation ☐LLC ☐Partnership ☐Sole Proprietorship ☐Other (Specify): _____

****PLEASE ATTACH A VALID BUSINESS TAX RECEIPT OR OTHER SUCH DOCUMENTATION****

ATTESTATION – I understand that:
A local supplier or contractor is interpreted as a respondent to a solicitation, which as of the date of the solicitation opening, has a valid Business Tax Receipt (BTR) issued by the City of Port Orange to do business in the City of Port Orange which authorizes the supplier or contractor to provide the goods, services, or construction to be purchased and has a physical address located within the limits of Port Orange from which the supplier or contractor operates or performs business. A Post Office Box cannot be used to establish physical address. This local preference is only used as part of a tie breaker during a formal solicitation. The City uses Sunbiz to verify a supplier or contractor's business address. Sunbiz is a database on the Florida Department of State, Division of Corporations website and can be accessed using this link: https://dos.myflorida.com/sunbiz/.

*Exemptions from Local Preference*
Local preference is not permitted when (1) the purchase is funded, in whole or in part, by an entity prohibiting application of the preferences by grant agreement, contract or applicable federal, state or local law; or (2) emergency purchasing.

As an authorized representative of the Firm, I certify that this Firm complies fully with the above requirements.

_____
Name of Business

_____
Authorized Signature

_____
Printed Name and Title

STATE OF:_____

COUNTY OF: _____

The foregoing instrument was acknowledged before me by means of ☐physical presence or ☐online notarization, this _____ day of _____, 2026, by_____ and who:

☐Is personally known to me; or ☐ has produced _____ as identification.

_____ Notary Public, State of _____
*Printed, typed or stamped name, commission and expiration:*

***This document must be completed and returned with your Submittal***

**FORM 7.12 – E-VERIFY AFFIDAVIT**

# CITY OF PORT ORANGE

## CONTRACTOR E-VERIFY AFFIDAVIT

## IN ACCORDANCE WITH SECTION 448.095, FLORIDA STATUTES

Project Name: _____

Solicitation Number: _____

**I, the undersigned hereby certify that _____ (insert contractor company name) does not employ, contract with or subcontract with an unauthorized alien, and is otherwise in full compliance with Section 448.095, Florida Statutes.**

I acknowledge that it is my responsibility to ensure full compliance with Section 448.095, Florida Statutes. I am aware enrollment in the E-Verify system for employers can be done at www.e-verify.gov.

**A true and correct copy of _____ (insert contractor company name) proof of registration in the E-Verify system is attached to this Affidavit.**

By affixing my signature below, I hereby affirm that I am duly authorized to bind the company reference herein and I will comply with all applicable E-Verify requirements.

_____ _____

Print or Type Name, Title Signature of Affiant

_____ _____

Federal Employer ID Number (FEIN) E-Verify Number

STATE OF FLORIDA

COUNTY OF: _____

The foregoing instrument was acknowledged before me by means of ☐physical presence or ☐online notarization, this _____ day of _____, 2026, by_____ and who:

☐Is personally known to me; or ☐ has produced _____ as identification.

_____ Notary Public, State of _____

*Printed, typed or stamped name, commission and expiration:*

***This document to be completed and returned with your Submittal***

**FORM 7.13 – CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS**

## Primary Covered Transactions

**(To be completed by Prime Contractor)**

1. The prospective participant certifies to the best of its knowledge and belief that it and its principals:
   (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by and Federal department or agency;
   (b) Have not within a three-year period preceding this proposal bee convicted for had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft forgery, bribery, falsification or destruction of records, making false statement or receiving stolen property.
   (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 1. (b) of this certification;
   (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

_____ _____

Organization Name Bid Number or Project Name

_____ _____

Name and Title of Authorized Representative Signature Date

***This document must be completed and returned with your Submittal***

## FORM 7.14 – AFFIDAVIT OF COMPLIANCE WITH SECTION 287.138, FLORIDA STATUTES

### AFFIDAVIT OF COMPLIANCE WITH SECTION 287.138, FLORIDA STATUTES CONTRACTING WITH FOREIGN ENTITIES OF CONCERN

The undersigned ("Affiant"), on behalf of the entity listed below ("Entity"), hereby attests under penalty of perjury as follows:

1. Affiant is the _____ of _____
   (Title) (Business Name)
   which does business in the State of Florida, hereinafter called the "Entity".
2. Entity is not owned by the government of a foreign country of concern, as defined in Section 287.138 (1)(c), Florida Statutes.
3. The government of a foreign country of concern does not have a controlling interest in Entity, as defined in Section 287.138 (1)(a), Florida Statutes.
4. Entity is not organized under the laws of, and does not have a principal place of business in, a foreign country of concern.
5. Entity is not owned or controlled by the government of a foreign country of concern.
6. For purposes of this affidavit, a foreign country of concern means the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolas Maduro, or the Syrian Arab Republic, including any agency of or any other entity of significant control of such foreign country of concern, as defined in Section 287.138(1)(c), Florida Statutes.

The undersigned is authorized to execute this affidavit on behalf of the Entity.

Date: _____, 20___ Signed: _____

Entity: _____ Name: _____

Title: _____

STATE OF: _____ COUNTY OF: _____

The foregoing instrument was acknowledged before me by means of ☐physical presence or ☐online notarization, this _____ day of _____, 2026, by_____ and who:

☐Is personally known to me; or ☐ has produced _____ as identification.

_____
Notary Public, State of Florida at Large: (seal)
*Printed Name/Seal of Notary, Commission and Expiration Date:*

My commission expires: _____

***This document must be completed and returned with your Submittal***

## FORM 7.15 – NO BID RESPONSE

If your company will not be submitting a bid in response to this solicitation, please complete this form and return via e-mail prior to the solicitation due date established within to:

City of Port Orange
Purchasing Division
1000 City Center Circle
Port Orange, FL 32129
purchdiv@port-orange.org

This information will assist the Purchasing Division in the preparation of future solicitations.

**Solicitation: ITB #26-07 CITY CENTER SPORTS COMPLEX EXPANSION**

Company Name: _____

Contact Person Name & Title: _____

Address: _____

Telephone: _____ Email Address: _____

Please check a reason for a "no response".

☐Specifications "too tight" or geared toward on brand or manufacturer (please explain below)

☐Insufficient time to respond

☐Specifications unclear (please explain below)

☐We do not offer this product/service or an equivalent

☐Our product schedule does not permit us to perform within stated timeline for the project

☐Unable to meet specifications

☐Unable to meet bond requirements

☐Unable to hold prices firm throughout the term of the contract period

☐Unable to meet insurance requirements

☐Other: _____

Print Name: _____

Signature: _____ Date:_____

Additional Information:

_____

_____

_____

_____

If submitting this form, only this form needs to be returned. It is not necessary to return the entire solicitation package.

## APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING Certification for Contracts, Grants, Loans, and Cooperative Agreements

***(Required for each bid or offer exceeding $100,000)***

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

1. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

The Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

_____

*Signature of Contractor's Authorized Official*

_____

*Name & Title of Contractor's Authorized Official*

Date: _____

***This document must be completed and returned with your Submittal***

## (ATTACHMENT 1) - SCHEDULE OF UNIT PRICING

## ITB #26-07
## CITY CENTER SPORTS COMPLEX EXPANSION

| | |
|---|---|
| Name of Business: | |
| Contact Person: | |
| Email Address: | |
| Authorized Signature: | |

**ALL UNIT PRICING IN ACCORDANCE WITH SECTION 3 - SCOPE OF WORK**

Bidder must fill in each cell highlighted in GREEN, leaving no blank cells; return completed, signed form with bid submittal and include on USB/thumb drive.

| Item # | Description | Unit of Measure | Price |
|---|---|---|---|
| 1 | MOBILIZATION | LS | $ |
| 2 | GENERAL CONSTRUCTION COST | LS | $ |
| 3 | ELECTRICAL CONNECTION FOR OWNER FURNISHED LIGHTS | LS | $ |
| | | Total Price | $ |

**BID BOND**

**BID BOND**

Bond No.:

KNOW ALL MEN BY THESE PRESENTS that _____, as Contractor, duly authorized to conduct business in the State of Florida, whose principal place of business is located at_____ , Tel.:_____, (hereinafter called "PRINCIPAL"), and_____, as SURETY, duly authorized to conduct business in the State of Florida, whose principal place of business is located at _____ _____, Tel:_____(hereinafter called "SURETY"), are held and firmly bound unto the City of Port Orange, Florida, as CITY, a Florida municipal corporation, whose address is City of Port Orange, 1000 City Center Circle, Port Orange, Florida 32129, Tel: (386) 506-5501, (hereinafter called "OBLIGEE" or CITY", in the penal sum of_____dollars and (_____)/100 ($_____), lawful money of the United States, for the payment of which sum shall and truly be made, whereof PRINCIPAL and SURETY bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that, whereas the Principal has submitted the accompanying bid, dated_____, 20_____ , for:

**Project Name/Bid No.:**

**Project Address:**

**Legal Description:** See Attached

**Description of Work:**

NOW, THEREFORE,

A. If the Principal shall not withdraw said bid withing one hundred twenty (120) days after date of opening of the same, and shall within ten (10) days after the prescribed forms are presented to it for signature, enter into a written contract with the City in accordance with the bid as accepted, and give bonds with good and sufficient surety or sureties, as may be required, for the faithful performance and proper fulfillment of such contract, then the above obligations shall be void and of no effect, otherwise to remain in full force and virtue.

B. In the event of the withdrawal of said bid within the period specified, or the failure to enter into such contract and give such bonds withing the time specified, if the principal shall pay the City the difference between the amount specified in said bid and the amount for which the City may procure the required work and supplies. If the latter amount be in excess of the former, then the above obligations then the above obligations shall be void and of no effect, otherwise to remain in full force and virtue.

IN WITNESS WHEREOF, the above parties have executed this instrument under their several seals, this _____day of_____, 20____, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

*Note: If the firm is a sole ownership or partnership including limited liability company, two (2) witnesses are required to attest the signature. If the firm is a corporation, then the corporate secretary shall attest and affix the corporate seal (Attach power of attorney to the original bid bond and financial statement of Surety Company).*

PRINCIPAL:

_____
Signature

_____
Corporate Officer & Title

ATTEST:

_____
Signature

_____
Corporate Secretary (Affix Corporate Seal)

WITTNESSESS:

_____

_____

SURETY:

_____
Attorney-in-Fact (signature)

_____
Name & Title

ATTEST:

_____
Signature

_____
Corporate Secretary (Affix Corporate Seal)

_____
Name of Local Resident Agent

_____
City, State, Zip

_____
Telephone:
A.M. Best No.:_____ NAIC No.:_____

STATE OF _____

COUNTY OF _____

Before me this day personally appeared _____ (affiant), who, being duly sworn, deposes and says that he/she is the Attorney-in-Fact for the _____(corporate surety) and that this person has been authorized by _____ (corporate surety) to execute the foregoing bond on behalf of the Contractor named therein in favor of the City of Port Orange, Florida.

_____
Signature of Affiant

The foregoing instrument was acknowledged before me by means of ☐physical presence or ☐online notarization, this _____ day of _____, 2026, by_____ and who:

☐Is personally known to me; or ☐ has produced _____ as identification.

_____ Notary Public, State of _____
Printed, typed or stamped name, commission and expiration:

**END OF BID BOND**

***This document must be completed and returned with your Submittal***

**PAYMENT & PERFORMANCE BOND (for informational purposes only)**

Insert P&P bond from Legal here – leave heading above

***This affidavit must be completed and returned by the Awarded Bidder upon issuance of a Notice of Intent to Award by the Purchasing Division of the City of Port Orange.***

**LEASED EMPLOYEE AFFIDAVIT**

**EXHIBIT CONTRACT #_____**

**☐ I hereby certify that I do not utilize an employee leasing company or employ leased employees. I further agree to notify the City in the event these circumstances change.**

***OR***

**☐ I affirm that an employee leasing company provides my workers' compensation coverage. I further understand that my contract with the employee leasing company limits my workers' compensation coverage to enrolled worksite employees only. My leasing arrangement does not cover un-enrolled worksite employees, independent contractors, uninsured sub-contractors or casual labor exposure.**

I hereby certify that 100% of my workers are covered as worksite employees with the employee leasing company. I certify that I do not hire any casual or uninsured labor outside the employee leasing agreement. I agree to notify the City in the event that I have any workers not covered by the employee leasing workers' compensation policy. In the event that I have any workers not subject to the employee leasing arrangement, I agree to obtain a separate workers' compensation policy to cover these workers. I further agree to provide the City with a certificate of insurance providing proof of workers' compensation coverage prior to these workers entering any City jobsite.

I further agree to notify the City if my employee leasing arrangement terminates with the employee leasing company and I understand that I am required to furnish proof of replacement workers' compensation coverage prior to the termination of the employee leasing arrangement.

I certify that I have workers' compensation coverage for all of my workers through the employee leasing arrangement specified below:

Name of Employee Leasing Company: _____

Workers' Compensation Carrier: _____

A.M. Best Rating of Carrier: _____

Inception Date of Leasing Arrangement: _____

I further agree to notify the City in the event that I switch employee leasing companies. I recognize that I have an obligation to supply an updated workers' compensation certificate to the City that documents the change of carrier.

---

I hereby attest that the information provided in this affidavit is accurate. In addition, I certify that I have read and understand the above statements regarding my responsibility under the workers' compensation coverage.

Name of Contractor: _____

Signature of Owner/Officer: _____

Title: _____ Date: _____

***This affidavit must be completed and returned by the Awarded Bidder upon issuance of a Notice of Intent to Award by the Purchasing Division of the City of Port Orange. Please note, the City of Port Orange does not accept exemptions for Workers' Compensation coverage.***

**AFFIDAVIT REGARDING WORKERS' COMPENSATION**

State of _____

County of _____

I, _____, being duly sworn according to law, deposes and says (it, he, she, they) have accepted the Workers' Compensation laws of the State of Florida, with its supplements and amendments and has insured (its, his, her, their) liability there under accordance with the terms of said Laws with the _____ Company, under the terms of Policy Number _____ for a period from _____, 20____ to _____, 20____.

WITNESS:

By:_____

Name:_____

CONTRACTOR:

Company:_____

By:_____

Name/Title: _____

Sworn to/Affirmed and subscribed before me this _____ day of _____, 20____, by _____, who is personally known to me or who produced _____ as identification.

_____

NOTARY PUBLIC – STATE OF

Type or Print Name:_____

Commission No.: _____

Commission Expires:_____

(Seal)

**IMPORTANT: This certificate must be completed and returned by the Awarded Proposer upon issuance of a Notice of Intent to Award by the Purchasing Department of the City of Port Orange.**

# HUMAN TRAFFICKING AFFIDAVIT
# (SECTION 787.06, FLORIDA STATUTES)

STATE OF FLORIDA §
§
COUNTY OF VOLUSIA §

The undersigned ("Affiant"), on behalf of the entity listed below ("Entity"), after being duly sworn, hereby attests as follows:

1. My name is _____. I am over the age of Twenty-one years old. I am the _____ of _____, a non- governmental entity which does business in the State of Florida, hereinafter called the "Entity."
   **(Title)** **(Business Name)**
2. I have personal knowledge of each and every statement of fact contained herein, and each and every statement of fact is true and correct.
3. Entity does not use coercion, as defined in Section 787.06, Florida Statutes, for labor or services.
4. The undersigned is an officer or representative of the entity and is authorized to execute this affidavit on behalf of the Entity.
5. Under penalties of perjury, I declare that I have read the foregoing Human Trafficking Affidavit and that the facts stated herein are true.

Further Affiant sayeth not.

Date: _____, 20___

Signed: _____
Print Name: _____
Title: _____

SUBSCRIBED AND SWORN before me by means of [_XX_] physical presence or [__] online notarization on the ____ day of _____, 20__ by _____ as _____ on behalf of _____ who is personally known to me or who has produced _____ as identification.

(Notary Seal)

_____
Notary Public, State of Florida
*Printed name, commission and expiration of commission term*

**CITY OF PORT ORANGE CONTRACT DOCUMENTS (for informational purposes only)**

Insert draft contract here – leave heading above




***End of Solicitation Documents***

January 20, 2026

Mr. David Ogle
Hall & Ogle Architects
208 Magnolia Avenue
Daytona Beach, FL 32114

**Reference:** **Recovery Analysis**
City Center Sports Complex Expansion
Port Orange, Volusia County, Florida
UES Project No. A25147.01095.000
UES Report No. 2154739-RA

Dear Mr. Ogle:

UES Professional Solutions (UES) has completed the recovery evaluation for the proposed stormwater management areas. Attached are the results of the recovery analyses for the proposed retention areas.

## PROJECT DESCRIPTION

We understand the proposed project will consist of constructing three (3) retention ponds for the proposed project in Port Orange, Florida. We have been provided with the geometry, required Pollution Abatement Volume (PAV) to be recovered in 72 hours, and stage-storage data by Zev Cohen & Associates, Inc. UES previously submitted a geotechnical report for this project (UES Report No. 2154739, dated October 6, 2025).

## MODEL AND INPUT PARAMETERS

As requested, UES performed three (3) recovery analyses for the subject retention ponds. The recovery analyses were performed with the computer program "PONDS" which utilizes the "MODFLOW" code. The "MODFLOW" program is the Modular Three-Dimensional Finite Difference Groundwater Flow Model written by Michael G. McDonald and Arlen W. Harbaugh (1984). The program model can be used to simulate actual loading conditions and predict input parameters and the groundwater mound utilized for this study.

## RECOVERY ANALYSIS RESULTS AND RECOMMENDATIONS

### Soil Design Parameters

The recovery analyses were performed to determine the parameters required for the provided PAVs to recover within 72 hours. The soils design parameters are based on the results of soil borings performed for UES Report No. 2154739 and are provided in Table 1. The Subsurface Profiles for each boring are also included in Appendix A.

**TABLE 1 – Soil Design Parameters from Each Boring**

| Retention System | Relevant Borings | Estimated Ground Surface Elevation (Feet, Elevation) | Fillable Porosity (percent) | Base of Aquifer (Feet, Elevation) | Seasonal High Groundwater Level (Feet, Elevation) |
|---|---|---|---|---|---|
| RA-1 | P-2 | 25.5 | 25 | 18.5* | 22.9 |
| RA-2 | P-5 | 23.0 | 25 | 3.0 | 21.1 |
| RA-3 | P-4 | 23.5 | 25 | 16.5* | 20.2 |
| | P-6 | 23.5 | 25 | 3.5 | 20.3 |

*Base of Aquifer is located above confining layer (SP-SM, HARDPAN) or poor draining soil (SM)

The design parameters used in each analysis are provided in Table 2. Additionally, the calculations used to determine the vertical and horizontal permeability rates are included in Appendix A

**TABLE 2 – Soil Design Parameters Used for Each Recovery Analysis**

| Retention System | Average Fillable Porosity (percent) | Average Base of Aquifer (Feet, Elevation) | Average Seasonal High Groundwater Level (Feet, Elevation) | Vertical Permeability (feet/day)* | Horizontal Permeability (feet/day)* |
|---|---|---|---|---|---|
| RA-1 | 25 | 18.5 | 22.9 | 6.25 | 12.64 |
| RA-2 | 25 | 3.0 | 21.1 | 5.12 | 3.75 |
| RA-3 | 25 | 10.0 | 20.25 | 5.63 | 6.09 |

* A factor of safety of 2 was applied

Results of Recovery Analyses

The results of the analysis indicate that the stormwater areas will recover each of their respective PAV within the allotted time and are outlined in Table 3.

**TABLE 3 – Recovery Analysis Results**

| Retention System | Required Recovery Time (Days/Hours) | Proposed Pond Bottom (Feet, Elevation) | Total Treatment Volume (Cubic Feet) | Approximate Recovery Time (Days/Hours) | Pond Stage at 72 Hours (Feet, Elevation) |
|---|---|---|---|---|---|
| RA-1 | 3 Days / 72 Hours | 23.75 | 3,485 | 1.5 Days / 36 Hours | 23.40 |
| RA-2 | 3 Days / 72 Hours | 23.0 | 14,201 | 1.0 Day / 24 Hours | 22.24 |
| RA-3 | 3 Days / 72 Hours | 22.0 | 14,288 | 0.25 Day / 6 Hours | 20.70 |

We recommend that any fill material placed within the limits of the proposed stormwater areas contain 5% fines or less passing the No. 200 sieve and have a minimum vertical permeability of 7.0 ft/day. In addition, we also recommend that UES inspect the pond bottoms and underlying soils subsequent to the construction of the systems.

## CLOSURE

We appreciate the opportunity to have worked with you on this project and look forward to a continued association. Please do not hesitate to contact us if you should have any questions, or if we may further assist you as your plans proceed.

Respectfully Submitted,
**UES Professional Solutions, LLC**
Certificate of Authorization No. 549

Michael Mohney, M.S.
Geotechnical Staff Engineer

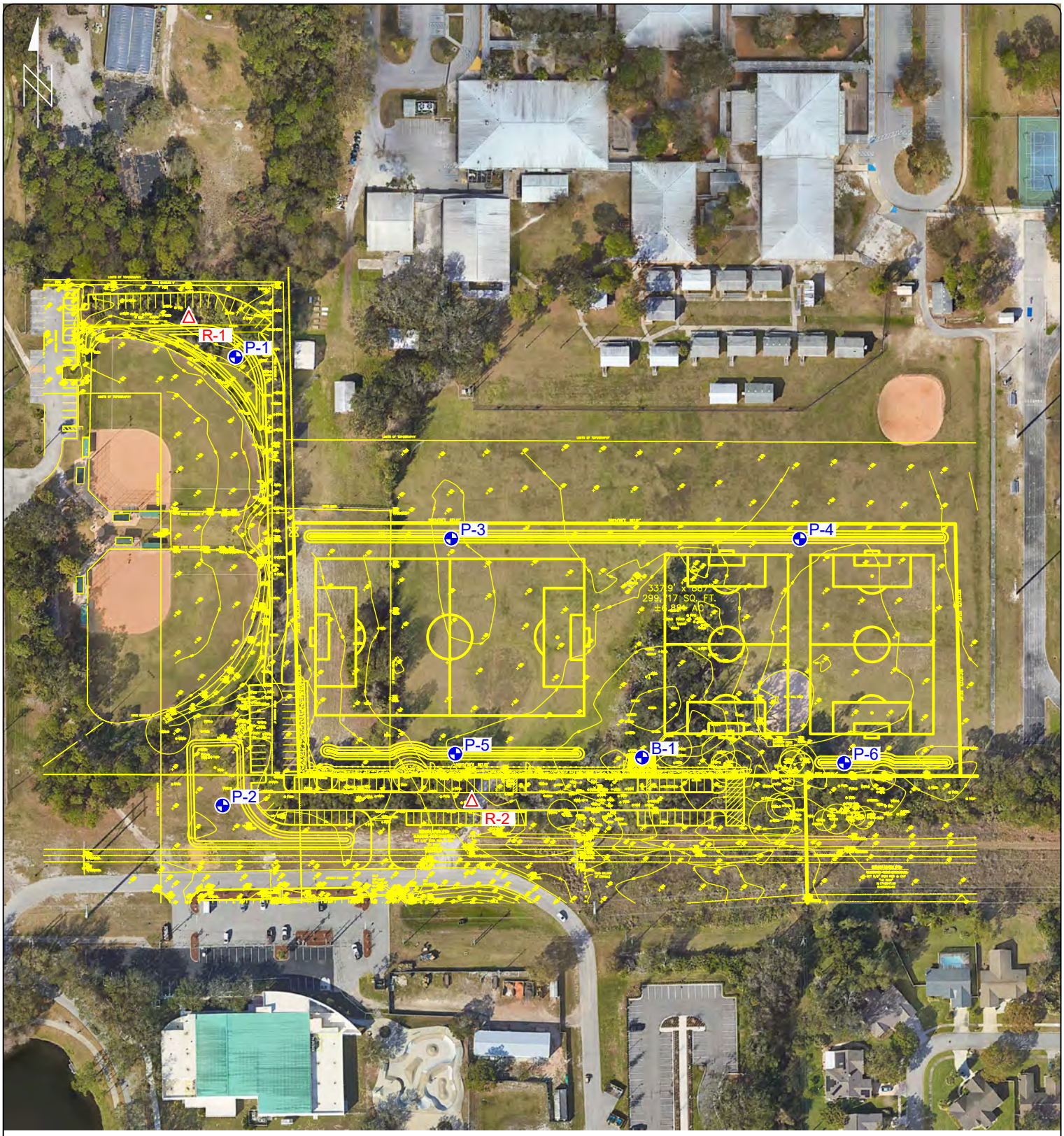
CODY D. WILSON LICENSE NO. 96709 STATE OF FLORIDA PROFESSIONAL ENGINEER

1/21/2026

Cody D. Wilson, P.E.
Geotechnical Department Manager
Florida Registration No. 96709

# APPENDIX A

UES™




LEGEND

△ APPROXIMATE LOCATION OF AUGER BORING

⊕ APPROXIMATE LOCATION OF STANDARD PENETRATION TEST (SPT) BORING

GRAPHIC SCALE

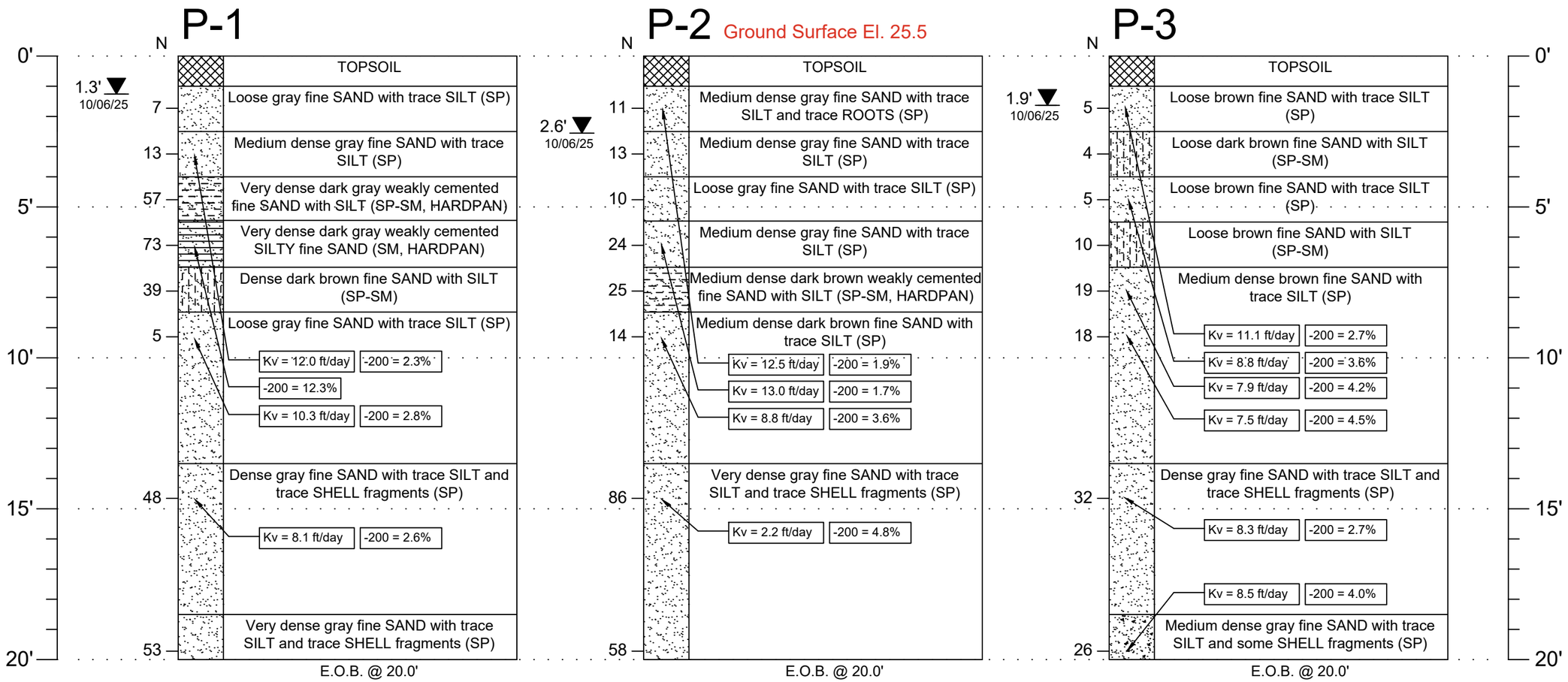
0 90 180

(IN FEET)

1 INCH ≈ 180 ft.

| | | | |
|---|---|---|---|
| UES | TITLE: BORING LOCATION PLAN | | SCALE: 1" ≈ 180' |
| | PROJECT: GEOTECHNICAL EVALUATION<br>CITY CENTER SPORTS COMPLEX EXPANSION<br>PORT ORANGE, FLORIDA | | PAGE/FIG. NO.: A-1 |
| | DRAWN BY: MKL | DATE: 08/19/25 | PROJECT NO.: A25147.01095.000 |
| | CHECKED BY: BP | DATE: 08/19/25 | REPORT NO.: 2154739 |

Retention Area RA-1




SHWT = El. 22.9
BOA = El. 18.5
Kv = 6.25 ft/day
Kh = 12.64 ft/day

Fine SAND (SP)

Fine SAND with some to many SHELL fragments (SP)

Fine SAND with SILT (SP-SM)

Weakly cemented fine SAND with SILT (SP-SM, Hardpan)

Weakly cemented SILTY fine SAND (SM, Hardpan)

Topsoil (PT) ... some to many ORGANICS (PT), sometimes DEBRIS

NOTES:

| | |
|---|---|
| ▼ | Measured Groundwater Level 24 (+) Hours Subsequent to Time of Drilling |
| (SP) | Unified Soil Classification System |
| EOB | End of Boring |
| N | Penetr. Resistance, Blows/ft. |
| NE | Groundwater Not Encountered |
| HA | Hand Auger Method |
| WOH | Weight of Hammer |
| Kv | Coefficient of Permeability, (ft/day) |
| -200 | % Passing No. 200 Sieve |

UES

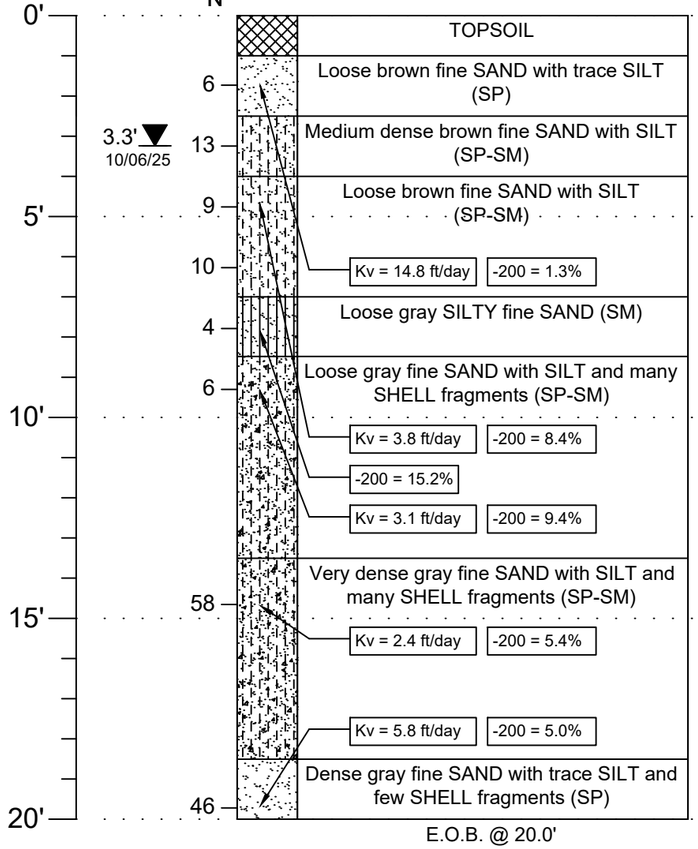
PROJECT:
GEOTECHNICAL EVALUATION
CITY CENTER SPORTS COMPLEX EXPANSION
PORT ORANGE, FLORIDA

TITLE:
SUBSURFACE PROFILE

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| DRAWN BY: | MKL | DATE: | 10/06/25 | PROJECT NO.: | A25147.01095.000 | SCALE: NA (in feet) | PAGE/FIG. NO.: A-3 |
| CHECKED BY: | BP | DATE: | 10/06/25 | REPORT NO.: | 2154739 | | |

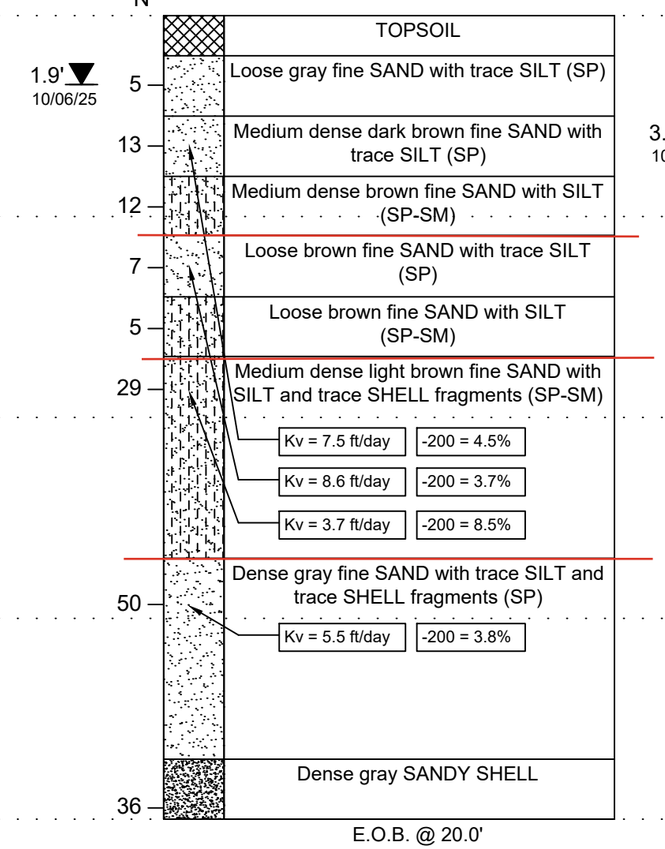
Retention Area RA-3

## P-4 Ground Surface El. 23.5



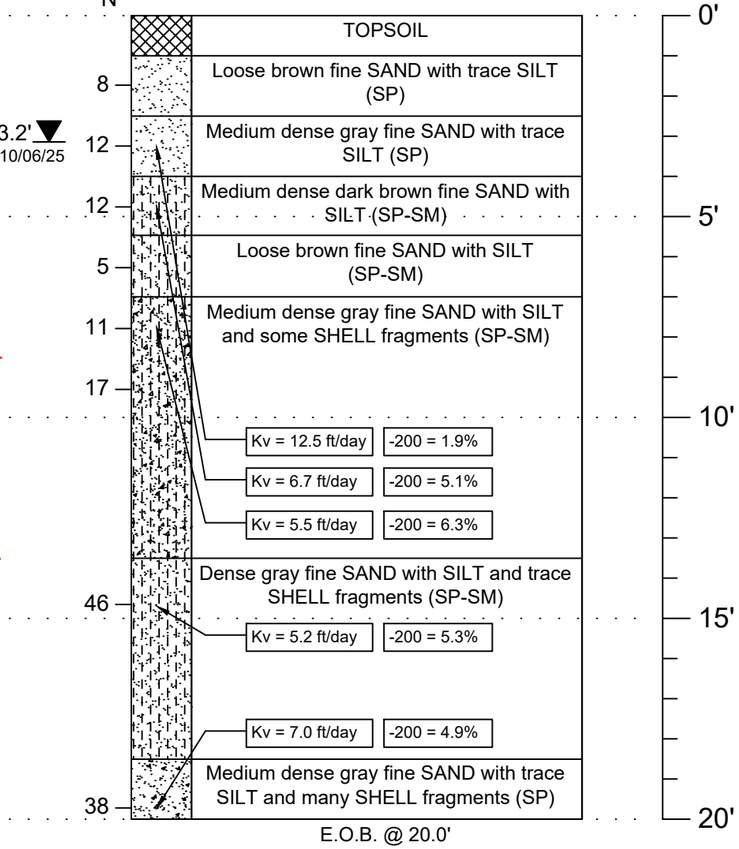

Retention Area RA-2

## P-5 Ground Surface El. 23.0




Retention Area RA-3

## P-6 Ground Surface El. 23.5




SHWT = El. 20.2
BOA = El. 16.5
Kv = 5.00 ft/day
Kh = 6.05 ft/day

SHWT = El. 21.1
BOA = El. 3.0
Kv = 5.12 ft/day
Kh = 3.75 ft/day

SHWT = El. 20.3
BOA = EL. 3.5
Kv = 6.25 ft/day
Kh = 6.10 ft/day

Average R-3
SHWT = El. 20.25
BOA = El. 10.0
Kv = 5.63 ft/day
Kh = 6.09 ft/day

Fine SAND (SP)

Fine SAND with some to many SHELL fragments (SP)

SHELL

Fine SAND with SILT (SP-SM)

SILTY fine SAND (SM)

Topsoil (PT) ... some to many ORGANICS (PT), sometimes DEBRIS

NOTES:

| | |
|---|---|
| ▼ | Measured Groundwater Level 24 (+) Hours Subsequent to Time of Drilling |
| (SP) | Unified Soil Classification System |
| EOB | End of Boring |
| N | Penetr. Resistance, Blows/ft. |
| NE | Groundwater Not Encountered |
| HA | Hand Auger Method |
| WOH | Weight of Hammer |
| Kv | Coefficient of Permeability, (ft/day) |
| -200 | % Passing No. 200 Sieve |

UES

PROJECT:
GEOTECHNICAL EVALUATION
CITY CENTER SPORTS COMPLEX EXPANSION
PORT ORANGE, FLORIDA

TITLE:
SUBSURFACE PROFILE

| DRAWN BY: | DATE: | PROJECT NO.: | SCALE: | PAGE/FIG. NO.: |
|---|---|---|---|---|
| MKL | 10/06/25 | A25147.01095.000 | NA (in feet) | A-4 |
| CHECKED BY: BP | DATE: 10/06/25 | REPORT NO.: 2154739 | | |

**PONDS Version 3.3.0278**
**Retention Pond Recovery - Refined Method**
**Copyright 2012**
**Devo Seereeram, Ph.D., P.E.**

## Project Data

| | |
|---|---|
| Project Name: | City Center Sports Complex Expansion |
| Simulation Description: | Retention Area RA-1<br>72 Hour Recovery |
| Project Number: | |
| Engineer : | MAM |
| Supervising Engineer: | |
| Date: | 01-20-2026 |

## Aquifer Data

| | |
|---|---|
| Base Of Aquifer Elevation, [B] (ft datum): | 18.50 |
| Water Table Elevation, [WT] (ft datum): | 22.90 |
| Horizontal Saturated Hydraulic Conductivity, [Kh] (ft/day): | 12.64 |
| Fillable Porosity, [n] (%): | 25.00 |
| Unsaturated Vertical Infiltration Rate, [Iv] (ft/day): | 6.25 |
| Maximum Area For Unsaturated Infiltration, [Av] ($ft^2$): | 6397.7 |

## Geometry Data

| | |
|---|---|
| Equivalent Pond Length, [L] (ft): | 213.9 |
| Equivalent Pond Width, [W] (ft): | 29.6 |

Ground water mound is expected to intersect the pond bottom

## Stage vs Area Data

| Stage (ft datum) | Area ($ft^2$) |
|---|---|
| 23.75 | 5329.0 |
| 24.75 | 7272.0 |
| 25.75 | 9315.0 |

## Ditch Data

Ditch (or interceptor trench) parallel to length axis is inactive

Ditch (or interceptor trench) parallel to width axis is inactive

## Discharge Structures

**Discharge Structure #1 is inactive**

## Discharge Structures (cont'd.)

**Discharge Structure #2 is inactive**

**Discharge Structure #3 is inactive**

## Scenario Input Data

*Scenario 1 :: 3485 ft³ slug load*

Hydrograph Type: Slug Load
Modflow Routing: Routed with infiltration

Treatment Volume (ft³) 3485

Initial ground water level (ft datum) 22.90 (default)

| Time After Storm Event (days) | Time After Storm Event (days) | Time After Storm Event (days) | Time After Storm Event (days) | Time After Storm Event (days) |
|---|---|---|---|---|
| 0.100 | 2.500 | 7.000 | 13.000 | 19.000 |
| 0.250 | 3.000 | 8.000 | 14.000 | 20.000 |
| 0.500 | 3.500 | 9.000 | 15.000 | |
| 1.000 | 4.000 | 10.000 | 16.000 | |
| 1.500 | 5.000 | 11.000 | 17.000 | |
| 2.000 | 6.000 | 12.000 | 18.000 | |

## Sort-By-Category Report

Scenarios Considered: 1

**Stage - Maximum**

| Rank | Scenario Number | Maximum Stage (ft datum) | Time (hours) | Description |
|---|---|---|---|---|
| 1 | 1 | 24.340 | 0.002 | 3485 ft³ slug load |

**Stage - Minimum**

| Rank | Scenario Number | Minimum Stage (ft datum) | Time (hours) | Description |
|---|---|---|---|---|
| 1 | 1 | 22.900 | 0.000 | 3485 ft³ slug load |

**Inflow - Rate - Maximum Positive**

| Rank | Scenario Number | Maximum Positive Inflow Rate (ft³/s) | Time (hours) | Description |
|---|---|---|---|---|
| 1 | 1 | 580.8333 | 0.002 | 3485 ft³ slug load |

**Inflow - Rate - Maximum Negative**

| Rank | Scenario Number | Maximum Negative Inflow Rate (ft³/s) | Time (hours) | Description |
|---|---|---|---|---|
| 1 | 1 | None | N.A. | 3485 ft³ slug load |

**Inflow - Cumulative Volume - Maximum Positive**

| Rank | Scenario Number | Maximum Positive Cumulative Inflow Volume (ft³) | Time (hours) | Description |
|---|---|---|---|---|
| 1 | 1 | 3485.0 | 0.002 | 3485 ft³ slug load |

**Inflow - Cumulative Volume - Maximum Negative**

| Rank | Scenario Number | Maximum Negative Cumulative Inflow Volume (ft³) | Time (hours) | Description |
|---|---|---|---|---|
| 1 | 1 | None | N.A. | 3485 ft³ slug load |

## Sort-By-Category Report (cont'd.)

### Inflow - Cumulative Volume - End of Simulation

| Rank | Scenario Number | Cumulative Inflow Volume End Of Simulation (ft³) | Time (hours) | Description |
|---|---|---|---|---|
| 1 | 1 | 3485.0 | 480.000 | 3485 ft³ slug load |

### Infiltration - Rate - Maximum Positive

| Rank | Scenario Number | Maximum Positive Infiltration Rate (ft³/s) | Time (hours) | Description |
|---|---|---|---|---|
| 1 | 1 | 0.4626 | 0.002 | 3485 ft³ slug load |

### Infiltration - Rate - Maximum Negative

| Rank | Scenario Number | Maximum Negative Infiltration Rate (ft³/s) | Time (hours) | Description |
|---|---|---|---|---|
| 1 | 1 | None | N.A. | 3485 ft³ slug load |

### Infiltration - Cumulative Volume - Maximum Positive

| Rank | Scenario Number | Maximum Positive Cumulative Infiltration Volume (ft³) | Time (hours) | Description |
|---|---|---|---|---|
| 1 | 1 | 3485.0 | 36.000 | 3485 ft³ slug load |

### Infiltration - Cumulative Volume - Maximum Negative

| Rank | Scenario Number | Maximum Negative Cumulative Infiltration Volume (ft³) | Time (hours) | Description |
|---|---|---|---|---|
| 1 | 1 | None | N.A. | 3485 ft³ slug load |

### Infiltration - Cumulative Volume - End of Simulation

| Rank | Scenario Number | Cumulative Infiltration Volume End Of Simulation (ft³) | Time (hours) | Description |
|---|---|---|---|---|
| 1 | 1 | 3485.0 | 480.000 | 3485 ft³ slug load |

## Sort-By-Category Report (cont'd.)

### Discharge - Rate - Maximum Positive

| Rank | Scenario Number | Maximum Positive Discharge Rate ($ft^3/s$) | Time (hours) | Description |
|---|---|---|---|---|
| 1 | 1 | None | N.A. | 3485 $ft^3$ slug load |

### Discharge - Rate - Maximum Negative

| Rank | Scenario Number | Maximum Negative Discharge Rate ($ft^3/s$) | Time (hours) | Description |
|---|---|---|---|---|
| 1 | 1 | None | N.A. | 3485 $ft^3$ slug load |

### Discharge - Cumulative Volume - Maximum Positive

| Rank | Scenario Number | Maximum Positive Cumulative Discharge Volume ($ft^3$) | Time (hours) | Description |
|---|---|---|---|---|
| 1 | 1 | None | N.A. | 3485 $ft^3$ slug load |

### Discharge - Cumulative Volume - Maximum Negative

| Rank | Scenario Number | Maximum Negative Cumulative Discharge Volume ($ft^3$) | Time (hours) | Description |
|---|---|---|---|---|
| 1 | 1 | None | N.A. | 3485 $ft^3$ slug load |

### Discharge - Cumulative Volume - End of Simulation

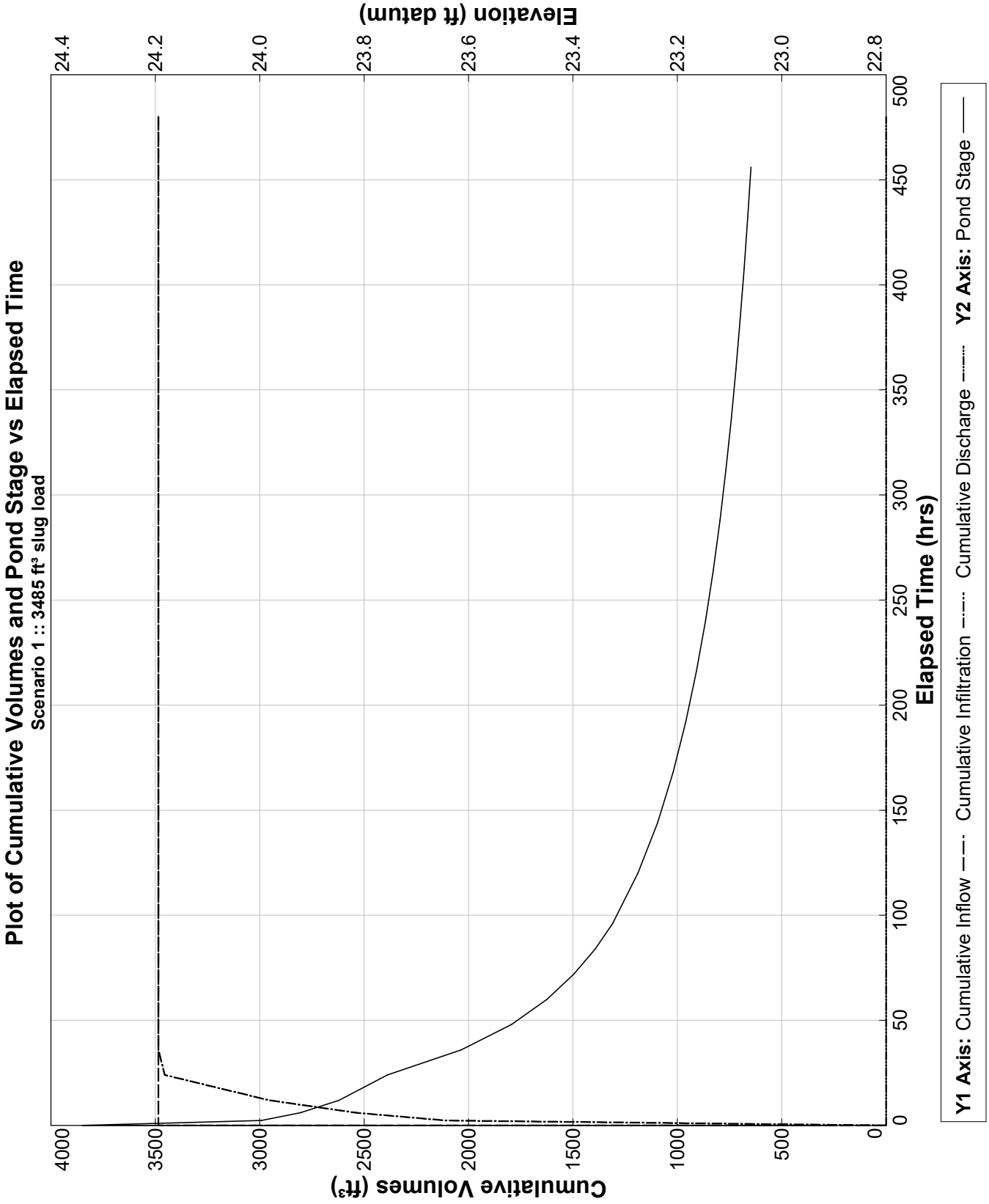
| Rank | Scenario Number | Cumulative Discharge Volume End Of Simulation ($ft^3$) | Time (hours) | Description |
|---|---|---|---|---|
| 1 | 1 | 0.0 | 480.000 | 3485 $ft^3$ slug load |

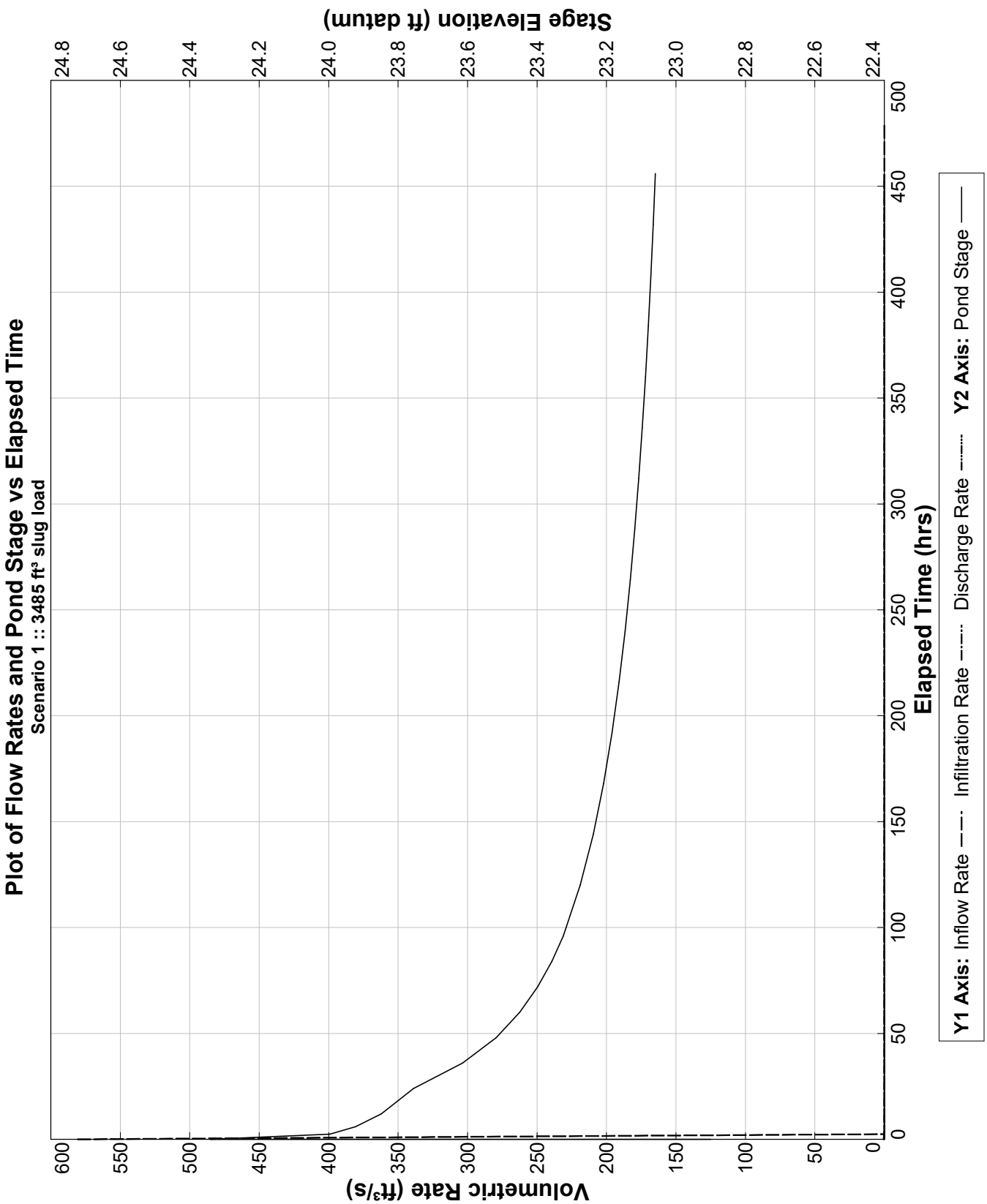
## Detailed Results *:: Scenario 1 :: 3485 ft³ slug load*

| Elapsed Time (hours) | Instantaneous Inflow Rate (ft³/s) | Outside Recharge (ft/day) | Stage Elevation (ft datum) | Infiltration Rate (ft³/s) | Combined Instantaneous Discharge Rate (ft³/s) | Cumulative Inflow Volume (ft³) | Cumulative Infiltration Volume (ft³) | Combined Cumulative Discharge (ft³) | Flow Type |
|---|---|---|---|---|---|---|---|---|---|
| 0.000 | 580.8333 | 0.00000 | 22.90000 | 0.00000 | 0 | 0.000 | 0.0 | 0 | N.A. |
| 0.002 | 580.8333 | 0.00000 | 24.33999 | 0.46264 | 0 | 3485.000 | 2.8 | 0 | U/P |
| 2.400 | 0.0000 | 0.00000 | 23.99670 | 0.15973 | 0 | 3485.000 | 2111.2 | 0 | U/S |
| 6.000 | 0.0000 | 0.00000 | 23.92228 | 0.02780 | 0 | 3485.000 | 2538.1 | 0 | S |
| 12.000 | 0.0000 | 0.00000 | 23.84795 | 0.01670 | 0 | 3485.000 | 2953.7 | 0 | S |
| 24.000 | 0.0000 | 0.00000 | 23.75558 | 0.00615 | 0 | 3485.000 | 3455.3 | 0 | S |
| 36.000 | 0.0000 | 0.00000 | 23.61388 | 0.00034 | 0 | 3485.000 | 3485.0 | 0 | S |
| 48.000 | 0.0000 | 0.00000 | 23.51773 | 0.00000 | 0 | 3485.000 | 3485.0 | 0 | S |
| 60.000 | 0.0000 | 0.00000 | 23.44973 | 0.00000 | 0 | 3485.000 | 3485.0 | 0 | S |
| 72.000 | 0.0000 | 0.00000 | 23.39826 | 0.00000 | 0 | 3485.000 | 3485.0 | 0 | S |
| 84.000 | 0.0000 | 0.00000 | 23.35753 | 0.00000 | 0 | 3485.000 | 3485.0 | 0 | S |
| 96.000 | 0.0000 | 0.00000 | 23.32426 | 0.00000 | 0 | 3485.000 | 3485.0 | 0 | S |
| 120.000 | 0.0000 | 0.00000 | 23.27545 | 0.00000 | 0 | 3485.000 | 3485.0 | 0 | S |
| 144.000 | 0.0000 | 0.00000 | 23.23798 | 0.00000 | 0 | 3485.000 | 3485.0 | 0 | S |
| 168.000 | 0.0000 | 0.00000 | 23.20818 | 0.00000 | 0 | 3485.000 | 3485.0 | 0 | S |
| 192.000 | 0.0000 | 0.00000 | 23.18385 | 0.00000 | 0 | 3485.000 | 3485.0 | 0 | S |
| 216.000 | 0.0000 | 0.00000 | 23.16353 | 0.00000 | 0 | 3485.000 | 3485.0 | 0 | S |
| 240.000 | 0.0000 | 0.00000 | 23.14627 | 0.00000 | 0 | 3485.000 | 3485.0 | 0 | S |
| 264.000 | 0.0000 | 0.00000 | 23.13140 | 0.00000 | 0 | 3485.000 | 3485.0 | 0 | S |
| 288.000 | 0.0000 | 0.00000 | 23.11843 | 0.00000 | 0 | 3485.000 | 3485.0 | 0 | S |
| 312.000 | 0.0000 | 0.00000 | 23.10699 | 0.00000 | 0 | 3485.000 | 3485.0 | 0 | S |
| 336.000 | 0.0000 | 0.00000 | 23.09683 | 0.00000 | 0 | 3485.000 | 3485.0 | 0 | S |
| 360.000 | 0.0000 | 0.00000 | 23.08772 | 0.00000 | 0 | 3485.000 | 3485.0 | 0 | S |
| 384.000 | 0.0000 | 0.00000 | 23.07951 | 0.00000 | 0 | 3485.000 | 3485.0 | 0 | S |
| 408.000 | 0.0000 | 0.00000 | 23.07206 | 0.00000 | 0 | 3485.000 | 3485.0 | 0 | S |
| 432.000 | 0.0000 | 0.00000 | 23.06526 | 0.00000 | 0 | 3485.000 | 3485.0 | 0 | S |
| 456.000 | 0.0000 | 0.00000 | 23.05903 | 0.00000 | 0 | 3485.000 | 3485.0 | 0 | S |
| 480.000 | 0.0000 | 0.00000 | 23.05329 | ---- | ---- | 3485.000 | 3485.0 | 0 | N.A. |

**Summary of Results** *:: Scenario 1 :: 3485 ft³ slug load*

| | Time (hours) | Stage (ft datum) | Rate (ft³/s) | Volume (ft³) |
|---|---|---|---|---|
| Stage | | | | |
| Minimum | 0.000 | 22.900000 | | |
| Maximum | 0.002 | 24.339990 | | |
| Inflow | | | | |
| Rate - Maximum - Positive | 0.002 | | 580.8333 | |
| Rate - Maximum - Negative | None | | None | |
| Cumulative Volume - Maximum Positive | 0.002 | | | 3485.0 |
| Cumulative Volume - Maximum Negative | None | | | None |
| Cumulative Volume - End of Simulation | 480.000 | | | 3485.0 |
| Infiltration | | | | |
| Rate - Maximum - Positive | 0.002 | | 0.4626 | |
| Rate - Maximum - Negative | None | | None | |
| Cumulative Volume - Maximum Positive | 36.000 | | | 3485.0 |
| Cumulative Volume - Maximum Negative | None | | | None |
| Cumulative Volume - End of Simulation | 480.000 | | | 3485.0 |
| Combined Discharge | | | | |
| Rate - Maximum - Positive | None | | None | |
| Rate - Maximum - Negative | None | | None | |
| Cumulative Volume - Maximum Positive | None | | | None |
| Cumulative Volume - Maximum Negative | None | | | None |
| Cumulative Volume - End of Simulation | 480.000 | | | 0.0 |
| Discharge Structure 1 - inactive | | | | |
| Rate - Maximum - Positive | disabled | | disabled | |
| Rate - Maximum - Negative | disabled | | disabled | |
| Cumulative Volume - Maximum Positive | disabled | | | disabled |
| Cumulative Volume - Maximum Negative | disabled | | | disabled |
| Cumulative Volume - End of Simulation | disabled | | | disabled |
| Discharge Structure 2 - inactive | | | | |
| Rate - Maximum - Positive | disabled | | disabled | |
| Rate - Maximum - Negative | disabled | | disabled | |
| Cumulative Volume - Maximum Positive | disabled | | | disabled |
| Cumulative Volume - Maximum Negative | disabled | | | disabled |
| Cumulative Volume - End of Simulation | disabled | | | disabled |
| Discharge Structure 3 - inactive | | | | |
| Rate - Maximum - Positive | disabled | | disabled | |
| Rate - Maximum - Negative | disabled | | disabled | |
| Cumulative Volume - Maximum Positive | disabled | | | disabled |
| Cumulative Volume - Maximum Negative | disabled | | | disabled |
| Cumulative Volume - End of Simulation | disabled | | | disabled |
| Pollution Abatement: | | | | |
| 36 Hour Stage and Infiltration Volume | 36.000 | 23.613880 | | 3485.0 |
| 72 Hour Stage and Infiltration Volume | 72.000 | 23.398260 | | 3485.0 |


Plot of Cumulative Volumes and Pond Stage vs Elapsed Time
Scenario 1 :: 3485 ft³ slug load
Cumulative Volumes (ft³)
Elevation (ft datum)
Elapsed Time (hrs)
0
500
1000
1500
2000
2500
3000
3500
4000
22.8
23.0
23.2
23.4
23.6
23.8
24.0
24.2
24.4
0
50
100
150
200
250
300
350
400
450
500
Y1 Axis: Cumulative Inflow
Cumulative Infiltration
Cumulative Discharge
Y2 Axis: Pond Stage


Plot of Flow Rates and Pond Stage vs Elapsed Time
Scenario 1 :: 3485 ft³ slug load
Volumetric Rate (ft³/s)
Stage Elevation (ft datum)
Elapsed Time (hrs)
0
50
100
150
200
250
300
350
400
450
500
550
600
22.4
22.6
22.8
23.0
23.2
23.4
23.6
23.8
24.0
24.2
24.4
24.6
24.8
Y1 Axis: Inflow Rate Infiltration Rate Discharge Rate
Y2 Axis: Pond Stage

**PONDS Version 3.3.0278**
**Retention Pond Recovery - Refined Method**
**Copyright 2012**
**Devo Seereeram, Ph.D., P.E.**

## Project Data

| | |
|---|---|
| Project Name: | City Center Sports Complex Expansion |
| Simulation Description: | Retention Area RA-2<br>72 Hour Recovery |
| Project Number: | |
| Engineer : | MAM |
| Supervising Engineer: | |
| Date: | 01-19-2026 |

## Aquifer Data

| | |
|---|---|
| Base Of Aquifer Elevation, [B] (ft datum): | 3.00 |
| Water Table Elevation, [WT] (ft datum): | 21.10 |
| Horizontal Saturated Hydraulic Conductivity, [Kh] (ft/day): | 5.12 |
| Fillable Porosity, [n] (%): | 25.00 |
| Unsaturated Vertical Infiltration Rate, [Iv] (ft/day): | 3.75 |
| Maximum Area For Unsaturated Infiltration, [Av] ($ft^2$): | 16617.7 |

## Geometry Data

| | |
|---|---|
| Equivalent Pond Length, [L] (ft): | 248.1 |
| Equivalent Pond Width, [W] (ft): | 62.9 |

Ground water mound is expected to intersect the pond bottom

## Stage vs Area Data

| Stage (ft datum) | Area ($ft^2$) |
|---|---|
| 23.00 | 14390.0 |
| 24.00 | 16838.0 |
| 25.00 | 19385.0 |

## Ditch Data

Ditch (or interceptor trench) parallel to length axis is inactive

Ditch (or interceptor trench) parallel to width axis is inactive

## Discharge Structures

**Discharge Structure #1 is inactive**

## Discharge Structures (cont'd.)

**Discharge Structure #2 is inactive**

**Discharge Structure #3 is inactive**

## Scenario Input Data

*Scenario 1 :: 14201 ft³ slug load*

Hydrograph Type: Slug Load
Modflow Routing: Routed with infiltration

Treatment Volume (ft³) 14201

Initial ground water level (ft datum) 21.10 (default)

| Time After Storm Event (days) | Time After Storm Event (days) | Time After Storm Event (days) | Time After Storm Event (days) | Time After Storm Event (days) |
|---|---|---|---|---|
| 0.100 | 2.500 | 7.000 | 13.000 | 19.000 |
| 0.250 | 3.000 | 8.000 | 14.000 | 20.000 |
| 0.500 | 3.500 | 9.000 | 15.000 | |
| 1.000 | 4.000 | 10.000 | 16.000 | |
| 1.500 | 5.000 | 11.000 | 17.000 | |
| 2.000 | 6.000 | 12.000 | 18.000 | |

## Sort-By-Category Report

Scenarios Considered: 1

**Stage - Maximum**

| Rank | Scenario Number | Maximum Stage (ft datum) | Time (hours) | Description |
|---|---|---|---|---|
| 1 | 1 | 23.915 | 0.002 | 14201 ft³ slug load |

**Stage - Minimum**

| Rank | Scenario Number | Minimum Stage (ft datum) | Time (hours) | Description |
|---|---|---|---|---|
| 1 | 1 | 21.100 | 0.000 | 14201 ft³ slug load |

**Inflow - Rate - Maximum Positive**

| Rank | Scenario Number | Maximum Positive Inflow Rate (ft³/s) | Time (hours) | Description |
|---|---|---|---|---|
| 1 | 1 | 2366.8330 | 0.002 | 14201 ft³ slug load |

**Inflow - Rate - Maximum Negative**

| Rank | Scenario Number | Maximum Negative Inflow Rate (ft³/s) | Time (hours) | Description |
|---|---|---|---|---|
| 1 | 1 | None | N.A. | 14201 ft³ slug load |

**Inflow - Cumulative Volume - Maximum Positive**

| Rank | Scenario Number | Maximum Positive Cumulative Inflow Volume (ft³) | Time (hours) | Description |
|---|---|---|---|---|
| 1 | 1 | 14201.0 | 0.002 | 14201 ft³ slug load |

**Inflow - Cumulative Volume - Maximum Negative**

| Rank | Scenario Number | Maximum Negative Cumulative Inflow Volume (ft³) | Time (hours) | Description |
|---|---|---|---|---|
| 1 | 1 | None | N.A. | 14201 ft³ slug load |

## Sort-By-Category Report (cont'd.)

### Inflow - Cumulative Volume - End of Simulation

| Rank | Scenario Number | Cumulative Inflow Volume End Of Simulation (ft³) | Time (hours) | Description |
|---|---|---|---|---|
| 1 | 1 | 14201.0 | 480.000 | 14201 ft³ slug load |

### Infiltration - Rate - Maximum Positive

| Rank | Scenario Number | Maximum Positive Infiltration Rate (ft³/s) | Time (hours) | Description |
|---|---|---|---|---|
| 1 | 1 | 0.7212 | 0.002 | 14201 ft³ slug load |

### Infiltration - Rate - Maximum Negative

| Rank | Scenario Number | Maximum Negative Infiltration Rate (ft³/s) | Time (hours) | Description |
|---|---|---|---|---|
| 1 | 1 | None | N.A. | 14201 ft³ slug load |

### Infiltration - Cumulative Volume - Maximum Positive

| Rank | Scenario Number | Maximum Positive Cumulative Infiltration Volume (ft³) | Time (hours) | Description |
|---|---|---|---|---|
| 1 | 1 | 14201.0 | 24.000 | 14201 ft³ slug load |

### Infiltration - Cumulative Volume - Maximum Negative

| Rank | Scenario Number | Maximum Negative Cumulative Infiltration Volume (ft³) | Time (hours) | Description |
|---|---|---|---|---|
| 1 | 1 | None | N.A. | 14201 ft³ slug load |

### Infiltration - Cumulative Volume - End of Simulation

| Rank | Scenario Number | Cumulative Infiltration Volume End Of Simulation (ft³) | Time (hours) | Description |
|---|---|---|---|---|
| 1 | 1 | 14201.0 | 480.000 | 14201 ft³ slug load |

## Sort-By-Category Report (cont'd.)

### Discharge - Rate - Maximum Positive

| Rank | Scenario Number | Maximum Positive Discharge Rate ($ft^3/s$) | Time (hours) | Description |
|---|---|---|---|---|
| 1 | 1 | None | N.A. | 14201 $ft^3$ slug load |

### Discharge - Rate - Maximum Negative

| Rank | Scenario Number | Maximum Negative Discharge Rate ($ft^3/s$) | Time (hours) | Description |
|---|---|---|---|---|
| 1 | 1 | None | N.A. | 14201 $ft^3$ slug load |

### Discharge - Cumulative Volume - Maximum Positive

| Rank | Scenario Number | Maximum Positive Cumulative Discharge Volume ($ft^3$) | Time (hours) | Description |
|---|---|---|---|---|
| 1 | 1 | None | N.A. | 14201 $ft^3$ slug load |

### Discharge - Cumulative Volume - Maximum Negative

| Rank | Scenario Number | Maximum Negative Cumulative Discharge Volume ($ft^3$) | Time (hours) | Description |
|---|---|---|---|---|
| 1 | 1 | None | N.A. | 14201 $ft^3$ slug load |

### Discharge - Cumulative Volume - End of Simulation

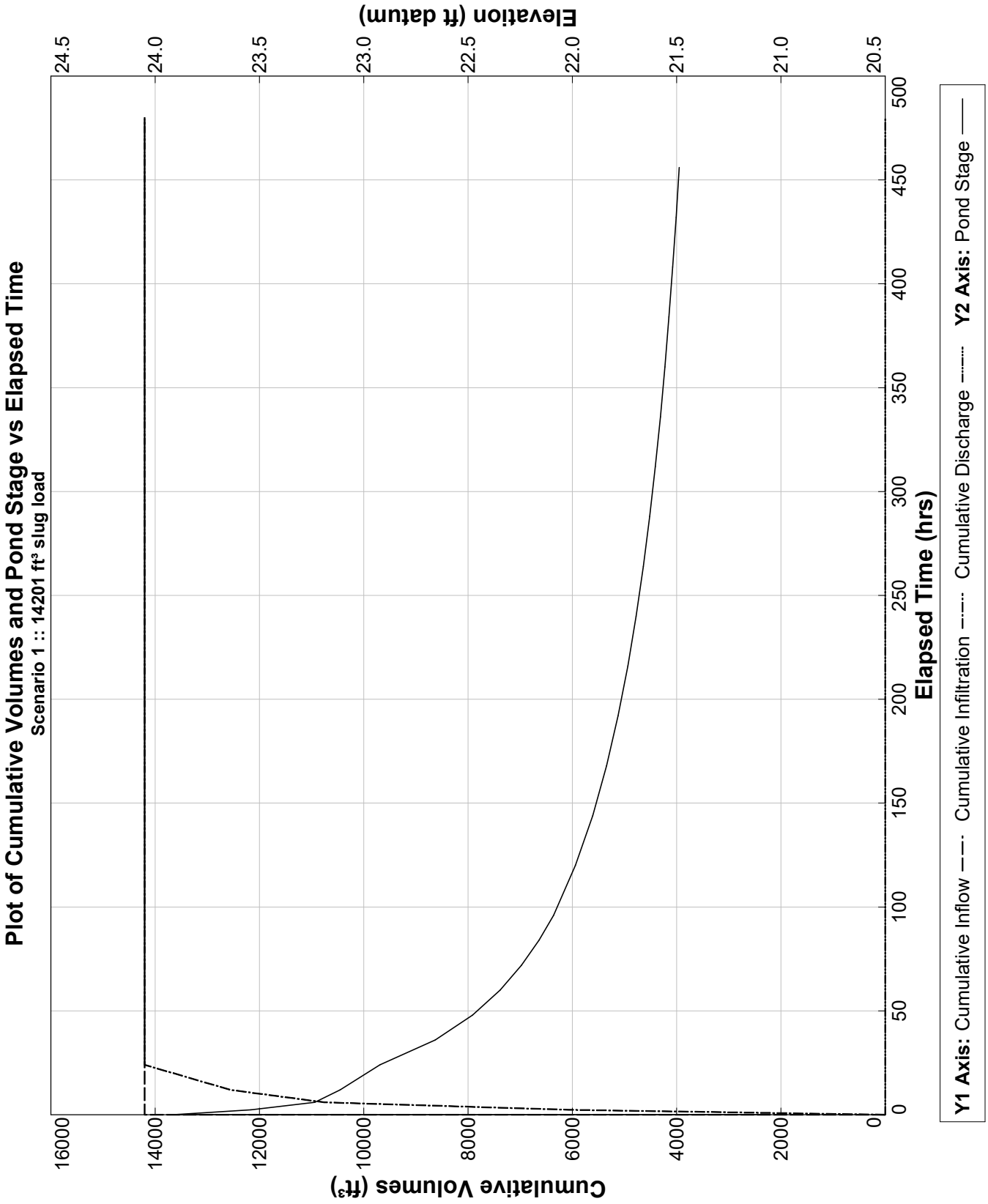
| Rank | Scenario Number | Cumulative Discharge Volume End Of Simulation ($ft^3$) | Time (hours) | Description |
|---|---|---|---|---|
| 1 | 1 | 0.0 | 480.000 | 14201 $ft^3$ slug load |

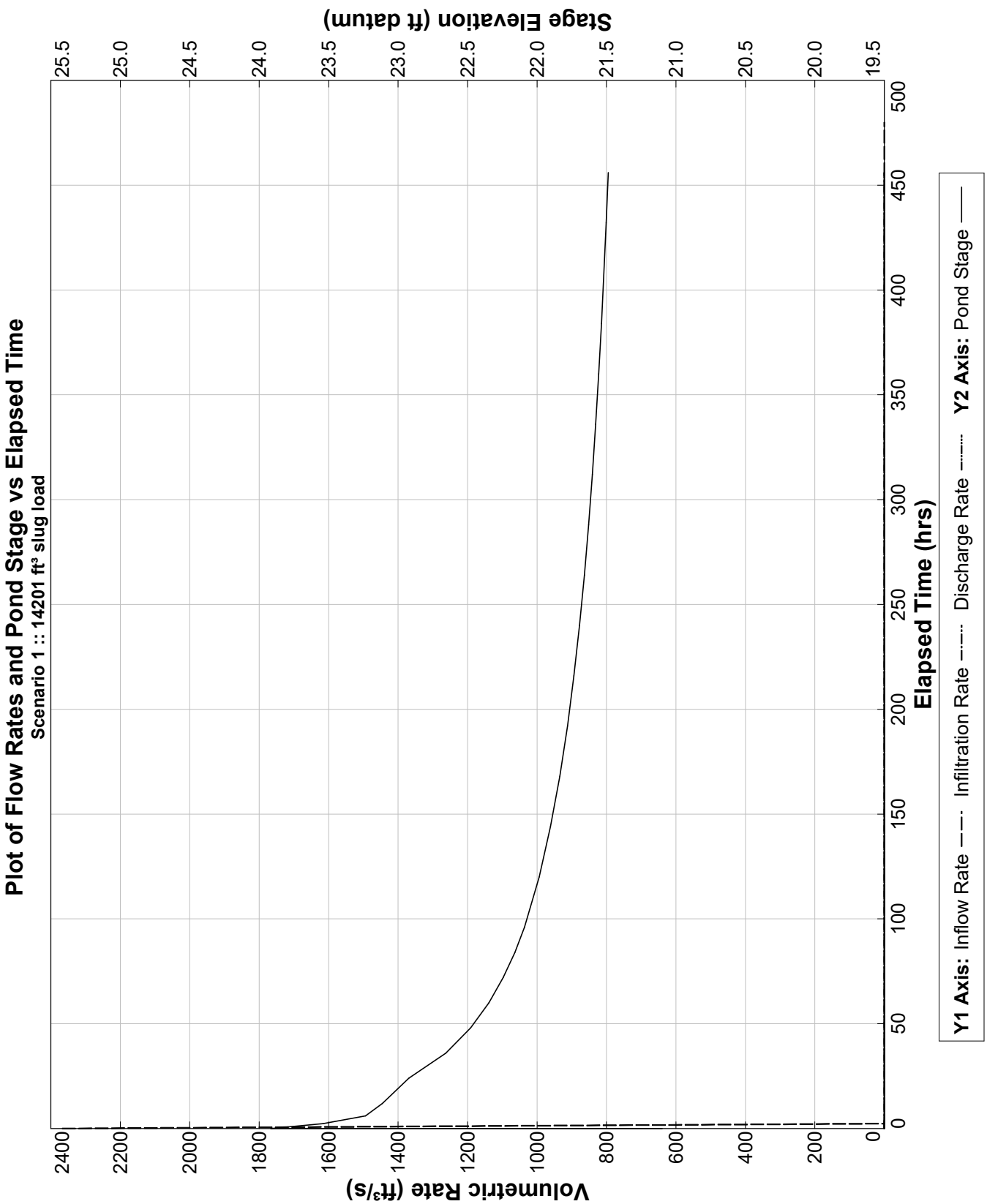
## Detailed Results *:: Scenario 1 :: 14201 ft³ slug load*

| Elapsed Time (hours) | Instantaneous Inflow Rate (ft³/s) | Outside Recharge (ft/day) | Stage Elevation (ft datum) | Infiltration Rate (ft³/s) | Combined Instantaneous Discharge Rate (ft³/s) | Cumulative Inflow Volume (ft³) | Cumulative Infiltration Volume (ft³) | Combined Cumulative Discharge (ft³) | Flow Type |
|---|---|---|---|---|---|---|---|---|---|
| 0.000 | 2366.8330 | 0.00000 | 21.10000 | 0.00000 | 0 | 0.000 | 0.0 | 0 | N.A. |
| 0.002 | 2366.8330 | 0.00000 | 23.91530 | 0.72124 | 0 | 14201.000 | 4.3 | 0 | U/P |
| 2.400 | 0.0000 | 0.00000 | 23.54013 | 0.56640 | 0 | 14201.000 | 6071.4 | 0 | U/P |
| 6.000 | 0.0000 | 0.00000 | 23.23441 | 0.25736 | 0 | 14201.000 | 10760.6 | 0 | U/S |
| 12.000 | 0.0000 | 0.00000 | 23.11302 | 0.06818 | 0 | 14201.000 | 12559.1 | 0 | S |
| 24.000 | 0.0000 | 0.00000 | 22.92289 | 0.01900 | 0 | 14201.000 | 14201.0 | 0 | S |
| 36.000 | 0.0000 | 0.00000 | 22.65718 | 0.00000 | 0 | 14201.000 | 14201.0 | 0 | S |
| 48.000 | 0.0000 | 0.00000 | 22.47849 | 0.00000 | 0 | 14201.000 | 14201.0 | 0 | S |
| 60.000 | 0.0000 | 0.00000 | 22.34646 | 0.00000 | 0 | 14201.000 | 14201.0 | 0 | S |
| 72.000 | 0.0000 | 0.00000 | 22.24334 | 0.00000 | 0 | 14201.000 | 14201.0 | 0 | S |
| 84.000 | 0.0000 | 0.00000 | 22.15972 | 0.00000 | 0 | 14201.000 | 14201.0 | 0 | S |
| 96.000 | 0.0000 | 0.00000 | 22.09006 | 0.00000 | 0 | 14201.000 | 14201.0 | 0 | S |
| 120.000 | 0.0000 | 0.00000 | 21.98505 | 0.00000 | 0 | 14201.000 | 14201.0 | 0 | S |
| 144.000 | 0.0000 | 0.00000 | 21.90266 | 0.00000 | 0 | 14201.000 | 14201.0 | 0 | S |
| 168.000 | 0.0000 | 0.00000 | 21.83601 | 0.00000 | 0 | 14201.000 | 14201.0 | 0 | S |
| 192.000 | 0.0000 | 0.00000 | 21.78080 | 0.00000 | 0 | 14201.000 | 14201.0 | 0 | S |
| 216.000 | 0.0000 | 0.00000 | 21.73419 | 0.00000 | 0 | 14201.000 | 14201.0 | 0 | S |
| 240.000 | 0.0000 | 0.00000 | 21.69423 | 0.00000 | 0 | 14201.000 | 14201.0 | 0 | S |
| 264.000 | 0.0000 | 0.00000 | 21.65951 | 0.00000 | 0 | 14201.000 | 14201.0 | 0 | S |
| 288.000 | 0.0000 | 0.00000 | 21.62903 | 0.00000 | 0 | 14201.000 | 14201.0 | 0 | S |
| 312.000 | 0.0000 | 0.00000 | 21.60202 | 0.00000 | 0 | 14201.000 | 14201.0 | 0 | S |
| 336.000 | 0.0000 | 0.00000 | 21.57788 | 0.00000 | 0 | 14201.000 | 14201.0 | 0 | S |
| 360.000 | 0.0000 | 0.00000 | 21.55618 | 0.00000 | 0 | 14201.000 | 14201.0 | 0 | S |
| 384.000 | 0.0000 | 0.00000 | 21.53652 | 0.00000 | 0 | 14201.000 | 14201.0 | 0 | S |
| 408.000 | 0.0000 | 0.00000 | 21.51864 | 0.00000 | 0 | 14201.000 | 14201.0 | 0 | S |
| 432.000 | 0.0000 | 0.00000 | 21.50228 | 0.00000 | 0 | 14201.000 | 14201.0 | 0 | S |
| 456.000 | 0.0000 | 0.00000 | 21.48725 | 0.00000 | 0 | 14201.000 | 14201.0 | 0 | S |
| 480.000 | 0.0000 | 0.00000 | 21.47339 | ---- | ---- | 14201.000 | 14201.0 | 0 | N.A. |

**Summary of Results** *:: Scenario 1 :: 14201 ft³ slug load*

| | Time (hours) | Stage (ft datum) | Rate (ft³/s) | Volume (ft³) |
|---|---|---|---|---|
| Stage | | | | |
| Minimum | 0.000 | 21.100000 | | |
| Maximum | 0.002 | 23.915300 | | |
| Inflow | | | | |
| Rate - Maximum - Positive | 0.002 | | 2366.8330 | |
| Rate - Maximum - Negative | None | | None | |
| Cumulative Volume - Maximum Positive | 0.002 | | | 14201.0 |
| Cumulative Volume - Maximum Negative | None | | | None |
| Cumulative Volume - End of Simulation | 480.000 | | | 14201.0 |
| Infiltration | | | | |
| Rate - Maximum - Positive | 0.002 | | 0.7212 | |
| Rate - Maximum - Negative | None | | None | |
| Cumulative Volume - Maximum Positive | 24.000 | | | 14201.0 |
| Cumulative Volume - Maximum Negative | None | | | None |
| Cumulative Volume - End of Simulation | 480.000 | | | 14201.0 |
| Combined Discharge | | | | |
| Rate - Maximum - Positive | None | | None | |
| Rate - Maximum - Negative | None | | None | |
| Cumulative Volume - Maximum Positive | None | | | None |
| Cumulative Volume - Maximum Negative | None | | | None |
| Cumulative Volume - End of Simulation | 480.000 | | | 0.0 |
| Discharge Structure 1 - inactive | | | | |
| Rate - Maximum - Positive | disabled | | disabled | |
| Rate - Maximum - Negative | disabled | | disabled | |
| Cumulative Volume - Maximum Positive | disabled | | | disabled |
| Cumulative Volume - Maximum Negative | disabled | | | disabled |
| Cumulative Volume - End of Simulation | disabled | | | disabled |
| Discharge Structure 2 - inactive | | | | |
| Rate - Maximum - Positive | disabled | | disabled | |
| Rate - Maximum - Negative | disabled | | disabled | |
| Cumulative Volume - Maximum Positive | disabled | | | disabled |
| Cumulative Volume - Maximum Negative | disabled | | | disabled |
| Cumulative Volume - End of Simulation | disabled | | | disabled |
| Discharge Structure 3 - inactive | | | | |
| Rate - Maximum - Positive | disabled | | disabled | |
| Rate - Maximum - Negative | disabled | | disabled | |
| Cumulative Volume - Maximum Positive | disabled | | | disabled |
| Cumulative Volume - Maximum Negative | disabled | | | disabled |
| Cumulative Volume - End of Simulation | disabled | | | disabled |
| Pollution Abatement: | | | | |
| 36 Hour Stage and Infiltration Volume | 36.000 | 22.657180 | | 14201.0 |
| 72 Hour Stage and Infiltration Volume | 72.000 | 22.243340 | | 14201.0 |


Plot of Cumulative Volumes and Pond Stage vs Elapsed Time
Scenario 1 :: 14201 ft³ slug load
Cumulative Volumes (ft³)
Elevation (ft datum)
Elapsed Time (hrs)
0
2000
4000
6000
8000
10000
12000
14000
16000
20.5
21.0
21.5
22.0
22.5
23.0
23.5
24.0
24.5
0
50
100
150
200
250
300
350
400
450
500
Y1 Axis: Cumulative Inflow
Cumulative Infiltration
Cumulative Discharge
Y2 Axis: Pond Stage


Plot of Flow Rates and Pond Stage vs Elapsed Time
Scenario 1 :: 14201 ft³ slug load
Volumetric Rate (ft³/s)
Stage Elevation (ft datum)
Elapsed Time (hrs)
0
200
400
600
800
1000
1200
1400
1600
1800
2000
2200
2400
19.5
20.0
20.5
21.0
21.5
22.0
22.5
23.0
23.5
24.0
24.5
25.0
25.5
0
50
100
150
200
250
300
350
400
450
500
Y1 Axis: Inflow Rate Infiltration Rate Discharge Rate
Y2 Axis: Pond Stage

**PONDS Version 3.3.0278**
**Retention Pond Recovery - Refined Method**
**Copyright 2012**
**Devo Seereeram, Ph.D., P.E.**

## Project Data

| | |
|---|---|
| Project Name: | City Center Sports Complex Expansion |
| Simulation Description: | Retention Area RA-3<br>72 Hour Recovery |
| Project Number: | |
| Engineer : | MAM |
| Supervising Engineer: | |
| Date: | 01-19-2026 |

## Aquifer Data

| | |
|---|---|
| Base Of Aquifer Elevation, [B] (ft datum): | 10.00 |
| Water Table Elevation, [WT] (ft datum): | 20.25 |
| Horizontal Saturated Hydraulic Conductivity, [Kh] (ft/day): | 6.09 |
| Fillable Porosity, [n] (%): | 25.00 |
| Unsaturated Vertical Infiltration Rate, [Iv] (ft/day): | 5.93 |
| Maximum Area For Unsaturated Infiltration, [Av] ($ft^2$): | 19381.7 |

## Geometry Data

| | |
|---|---|
| Equivalent Pond Length, [L] (ft): | 1054.8 |
| Equivalent Pond Width, [W] (ft): | 15.2 |

Ground water mound is expected to intersect the pond bottom

## Stage vs Area Data

| Stage (ft datum) | Area ($ft^2$) |
|---|---|
| 22.00 | 11798.0 |
| 23.00 | 20319.0 |
| 24.00 | 28941.0 |

## Ditch Data

Ditch (or interceptor trench) parallel to length axis is inactive

Ditch (or interceptor trench) parallel to width axis is inactive

## Discharge Structures

**Discharge Structure #1 is inactive**

## Discharge Structures (cont'd.)

**Discharge Structure #2 is inactive**

**Discharge Structure #3 is inactive**

## Scenario Input Data

*Scenario 1 :: 14288 ft³ slug load*

Hydrograph Type: Slug Load
Modflow Routing: Routed with infiltration

Treatment Volume (ft³) 14288

Initial ground water level (ft datum) 20.25 (default)

| Time After Storm Event (days) | Time After Storm Event (days) | Time After Storm Event (days) | Time After Storm Event (days) | Time After Storm Event (days) |
|---|---|---|---|---|
| 0.100 | 2.500 | 7.000 | 13.000 | 19.000 |
| 0.250 | 3.000 | 8.000 | 14.000 | 20.000 |
| 0.500 | 3.500 | 9.000 | 15.000 | |
| 1.000 | 4.000 | 10.000 | 16.000 | |
| 1.500 | 5.000 | 11.000 | 17.000 | |
| 2.000 | 6.000 | 12.000 | 18.000 | |

## Sort-By-Category Report

Scenarios Considered: 1

**Stage - Maximum**

| Rank | Scenario Number | Maximum Stage (ft datum) | Time (hours) | Description |
|---|---|---|---|---|
| 1 | 1 | 22.911 | 0.002 | 14288 ft³ slug load |

**Stage - Minimum**

| Rank | Scenario Number | Minimum Stage (ft datum) | Time (hours) | Description |
|---|---|---|---|---|
| 1 | 1 | 20.250 | 0.000 | 14288 ft³ slug load |

**Inflow - Rate - Maximum Positive**

| Rank | Scenario Number | Maximum Positive Inflow Rate (ft³/s) | Time (hours) | Description |
|---|---|---|---|---|
| 1 | 1 | 2381.3330 | 0.002 | 14288 ft³ slug load |

**Inflow - Rate - Maximum Negative**

| Rank | Scenario Number | Maximum Negative Inflow Rate (ft³/s) | Time (hours) | Description |
|---|---|---|---|---|
| 1 | 1 | None | N.A. | 14288 ft³ slug load |

**Inflow - Cumulative Volume - Maximum Positive**

| Rank | Scenario Number | Maximum Positive Cumulative Inflow Volume (ft³) | Time (hours) | Description |
|---|---|---|---|---|
| 1 | 1 | 14288.0 | 0.002 | 14288 ft³ slug load |

**Inflow - Cumulative Volume - Maximum Negative**

| Rank | Scenario Number | Maximum Negative Cumulative Inflow Volume (ft³) | Time (hours) | Description |
|---|---|---|---|---|
| 1 | 1 | None | N.A. | 14288 ft³ slug load |

## Sort-By-Category Report (cont'd.)

### Inflow - Cumulative Volume - End of Simulation

| Rank | Scenario Number | Cumulative Inflow Volume End Of Simulation (ft³) | Time (hours) | Description |
|---|---|---|---|---|
| 1 | 1 | 14288.0 | 480.000 | 14288 ft³ slug load |

### Infiltration - Rate - Maximum Positive

| Rank | Scenario Number | Maximum Positive Infiltration Rate (ft³/s) | Time (hours) | Description |
|---|---|---|---|---|
| 1 | 1 | 1.3305 | 0.002 | 14288 ft³ slug load |

### Infiltration - Rate - Maximum Negative

| Rank | Scenario Number | Maximum Negative Infiltration Rate (ft³/s) | Time (hours) | Description |
|---|---|---|---|---|
| 1 | 1 | None | N.A. | 14288 ft³ slug load |

### Infiltration - Cumulative Volume - Maximum Positive

| Rank | Scenario Number | Maximum Positive Cumulative Infiltration Volume (ft³) | Time (hours) | Description |
|---|---|---|---|---|
| 1 | 1 | 14288.0 | 6.000 | 14288 ft³ slug load |

### Infiltration - Cumulative Volume - Maximum Negative

| Rank | Scenario Number | Maximum Negative Cumulative Infiltration Volume (ft³) | Time (hours) | Description |
|---|---|---|---|---|
| 1 | 1 | None | N.A. | 14288 ft³ slug load |

### Infiltration - Cumulative Volume - End of Simulation

| Rank | Scenario Number | Cumulative Infiltration Volume End Of Simulation (ft³) | Time (hours) | Description |
|---|---|---|---|---|
| 1 | 1 | 14288.0 | 480.000 | 14288 ft³ slug load |

## Sort-By-Category Report (cont'd.)

### Discharge - Rate - Maximum Positive

| Rank | Scenario Number | Maximum Positive Discharge Rate ($ft^3/s$) | Time (hours) | Description |
|---|---|---|---|---|
| 1 | 1 | None | N.A. | 14288 $ft^3$ slug load |

### Discharge - Rate - Maximum Negative

| Rank | Scenario Number | Maximum Negative Discharge Rate ($ft^3/s$) | Time (hours) | Description |
|---|---|---|---|---|
| 1 | 1 | None | N.A. | 14288 $ft^3$ slug load |

### Discharge - Cumulative Volume - Maximum Positive

| Rank | Scenario Number | Maximum Positive Cumulative Discharge Volume ($ft^3$) | Time (hours) | Description |
|---|---|---|---|---|
| 1 | 1 | None | N.A. | 14288 $ft^3$ slug load |

### Discharge - Cumulative Volume - Maximum Negative

| Rank | Scenario Number | Maximum Negative Cumulative Discharge Volume ($ft^3$) | Time (hours) | Description |
|---|---|---|---|---|
| 1 | 1 | None | N.A. | 14288 $ft^3$ slug load |

### Discharge - Cumulative Volume - End of Simulation

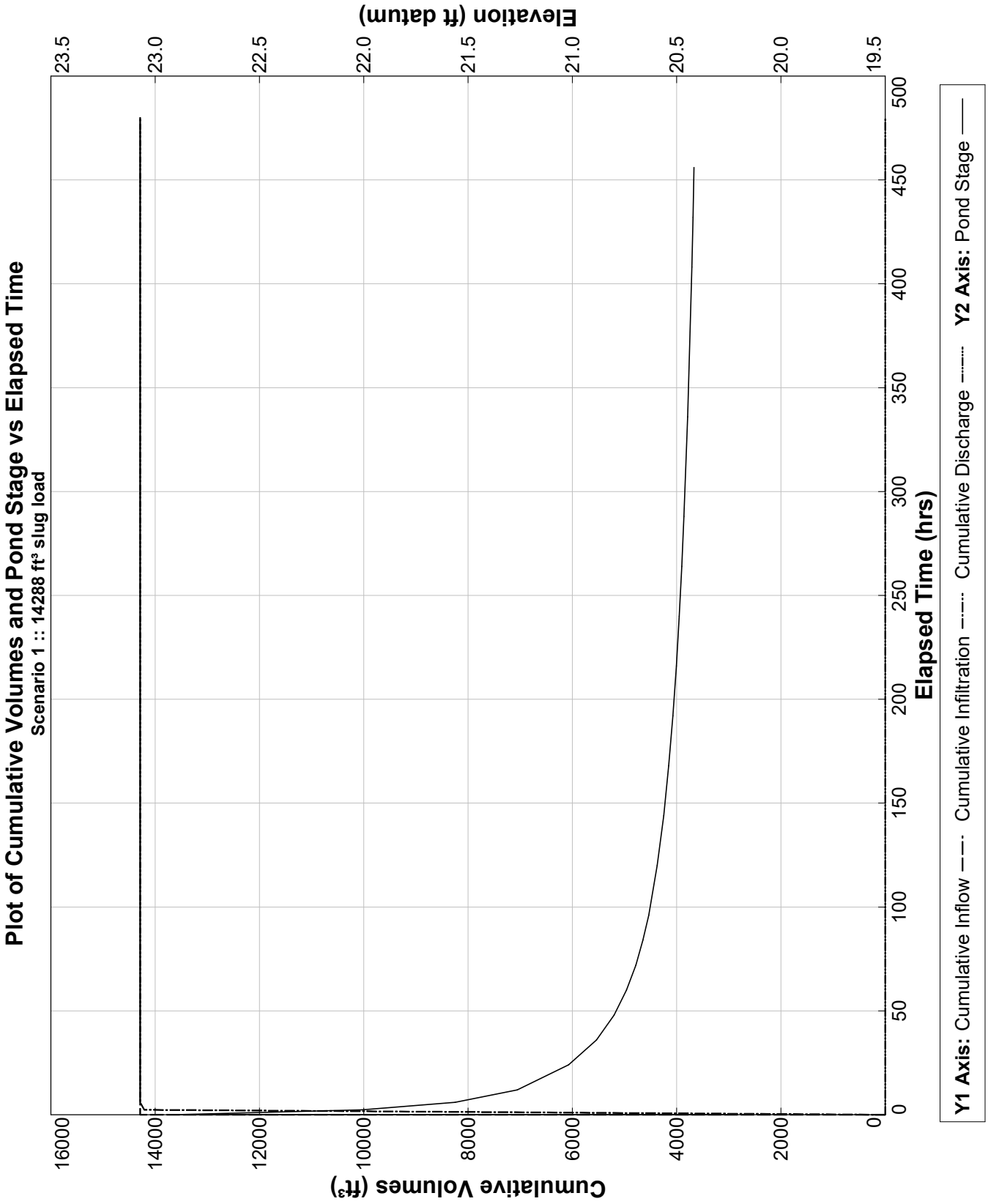
| Rank | Scenario Number | Cumulative Discharge Volume End Of Simulation ($ft^3$) | Time (hours) | Description |
|---|---|---|---|---|
| 1 | 1 | 0.0 | 480.000 | 14288 $ft^3$ slug load |

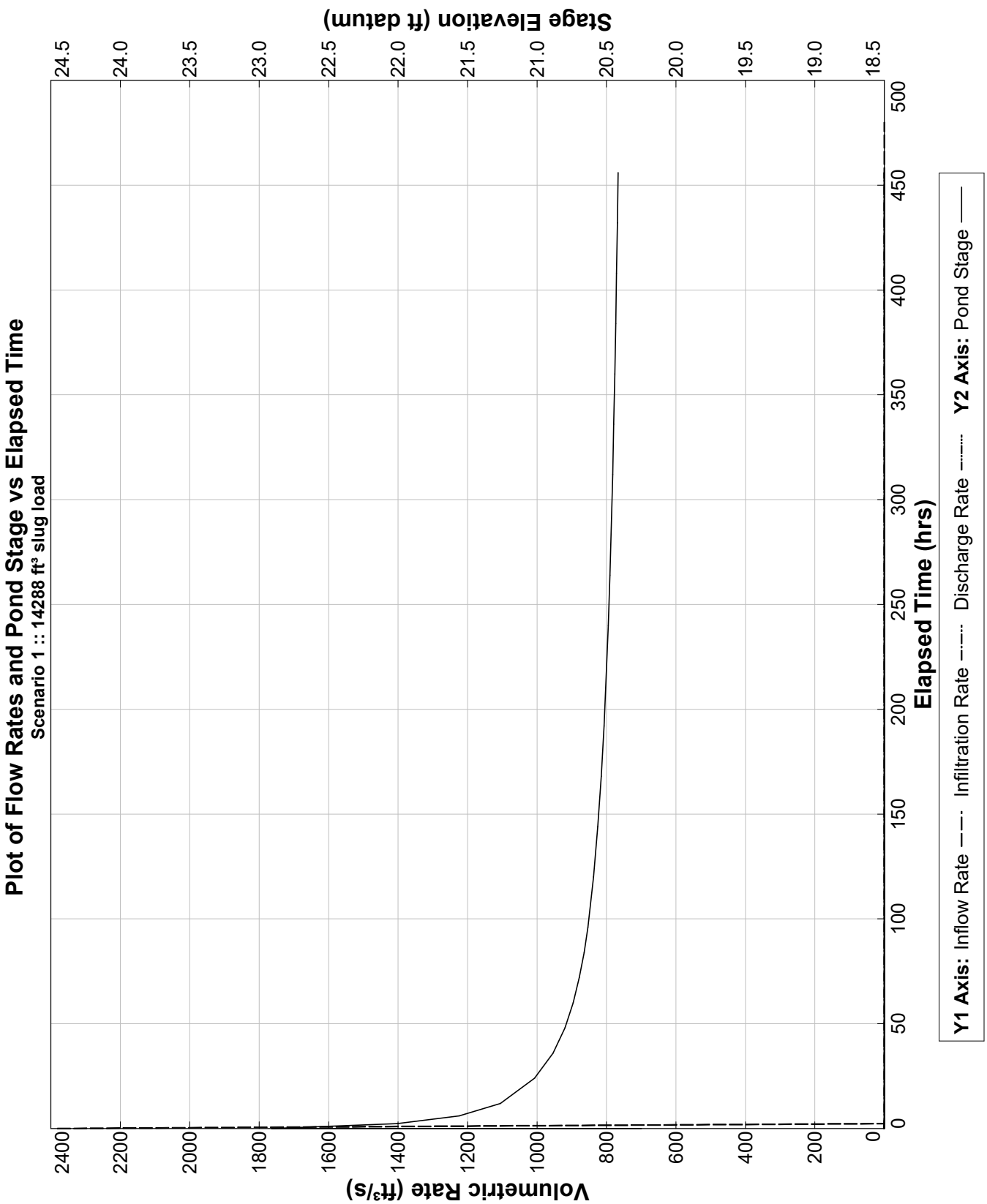
## Detailed Results *:: Scenario 1 :: 14288 ft³ slug load*

| Elapsed Time (hours) | Instantaneous Inflow Rate (ft³/s) | Outside Recharge (ft/day) | Stage Elevation (ft datum) | Infiltration Rate (ft³/s) | Combined Instantaneous Discharge Rate (ft³/s) | Cumulative Inflow Volume (ft³) | Cumulative Infiltration Volume (ft³) | Combined Cumulative Discharge (ft³) | Flow Type |
|---|---|---|---|---|---|---|---|---|---|
| 0.000 | 2381.3330 | 0.00000 | 20.25000 | 0.00000 | 0 | 0.000 | 0.0 | 0 | N.A. |
| 0.002 | 2381.3330 | 0.00000 | 22.91080 | 1.33047 | 0 | 14288.000 | 8.0 | 0 | U/P |
| 2.400 | 0.0000 | 0.00000 | 22.00706 | 0.98941 | 0 | 14288.000 | 14204.5 | 0 | U/S |
| 6.000 | 0.0000 | 0.00000 | 21.56132 | 0.00402 | 0 | 14288.000 | 14288.0 | 0 | S |
| 12.000 | 0.0000 | 0.00000 | 21.26406 | 0.00000 | 0 | 14288.000 | 14288.0 | 0 | S |
| 24.000 | 0.0000 | 0.00000 | 21.01814 | 0.00000 | 0 | 14288.000 | 14288.0 | 0 | S |
| 36.000 | 0.0000 | 0.00000 | 20.88449 | 0.00000 | 0 | 14288.000 | 14288.0 | 0 | S |
| 48.000 | 0.0000 | 0.00000 | 20.79964 | 0.00000 | 0 | 14288.000 | 14288.0 | 0 | S |
| 60.000 | 0.0000 | 0.00000 | 20.74030 | 0.00000 | 0 | 14288.000 | 14288.0 | 0 | S |
| 72.000 | 0.0000 | 0.00000 | 20.69604 | 0.00000 | 0 | 14288.000 | 14288.0 | 0 | S |
| 84.000 | 0.0000 | 0.00000 | 20.66147 | 0.00000 | 0 | 14288.000 | 14288.0 | 0 | S |
| 96.000 | 0.0000 | 0.00000 | 20.63354 | 0.00000 | 0 | 14288.000 | 14288.0 | 0 | S |
| 120.000 | 0.0000 | 0.00000 | 20.59307 | 0.00000 | 0 | 14288.000 | 14288.0 | 0 | S |
| 144.000 | 0.0000 | 0.00000 | 20.56229 | 0.00000 | 0 | 14288.000 | 14288.0 | 0 | S |
| 168.000 | 0.0000 | 0.00000 | 20.53796 | 0.00000 | 0 | 14288.000 | 14288.0 | 0 | S |
| 192.000 | 0.0000 | 0.00000 | 20.51816 | 0.00000 | 0 | 14288.000 | 14288.0 | 0 | S |
| 216.000 | 0.0000 | 0.00000 | 20.50168 | 0.00000 | 0 | 14288.000 | 14288.0 | 0 | S |
| 240.000 | 0.0000 | 0.00000 | 20.48769 | 0.00000 | 0 | 14288.000 | 14288.0 | 0 | S |
| 264.000 | 0.0000 | 0.00000 | 20.47564 | 0.00000 | 0 | 14288.000 | 14288.0 | 0 | S |
| 288.000 | 0.0000 | 0.00000 | 20.46512 | 0.00000 | 0 | 14288.000 | 14288.0 | 0 | S |
| 312.000 | 0.0000 | 0.00000 | 20.45584 | 0.00000 | 0 | 14288.000 | 14288.0 | 0 | S |
| 336.000 | 0.0000 | 0.00000 | 20.44757 | 0.00000 | 0 | 14288.000 | 14288.0 | 0 | S |
| 360.000 | 0.0000 | 0.00000 | 20.44016 | 0.00000 | 0 | 14288.000 | 14288.0 | 0 | S |
| 384.000 | 0.0000 | 0.00000 | 20.43345 | 0.00000 | 0 | 14288.000 | 14288.0 | 0 | S |
| 408.000 | 0.0000 | 0.00000 | 20.42735 | 0.00000 | 0 | 14288.000 | 14288.0 | 0 | S |
| 432.000 | 0.0000 | 0.00000 | 20.42176 | 0.00000 | 0 | 14288.000 | 14288.0 | 0 | S |
| 456.000 | 0.0000 | 0.00000 | 20.41663 | 0.00000 | 0 | 14288.000 | 14288.0 | 0 | S |
| 480.000 | 0.0000 | 0.00000 | 20.41190 | ---- | ---- | 14288.000 | 14288.0 | 0 | N.A. |

**Summary of Results** *:: Scenario 1 :: 14288 ft³ slug load*

| | Time (hours) | Stage (ft datum) | Rate (ft³/s) | Volume (ft³) |
|---|---|---|---|---|
| Stage | | | | |
| Minimum | 0.000 | 20.250000 | | |
| Maximum | 0.002 | 22.910800 | | |
| Inflow | | | | |
| Rate - Maximum - Positive | 0.002 | | 2381.3330 | |
| Rate - Maximum - Negative | None | | None | |
| Cumulative Volume - Maximum Positive | 0.002 | | | 14288.0 |
| Cumulative Volume - Maximum Negative | None | | | None |
| Cumulative Volume - End of Simulation | 480.000 | | | 14288.0 |
| Infiltration | | | | |
| Rate - Maximum - Positive | 0.002 | | 1.3305 | |
| Rate - Maximum - Negative | None | | None | |
| Cumulative Volume - Maximum Positive | 6.000 | | | 14288.0 |
| Cumulative Volume - Maximum Negative | None | | | None |
| Cumulative Volume - End of Simulation | 480.000 | | | 14288.0 |
| Combined Discharge | | | | |
| Rate - Maximum - Positive | None | | None | |
| Rate - Maximum - Negative | None | | None | |
| Cumulative Volume - Maximum Positive | None | | | None |
| Cumulative Volume - Maximum Negative | None | | | None |
| Cumulative Volume - End of Simulation | 480.000 | | | 0.0 |
| Discharge Structure 1 - inactive | | | | |
| Rate - Maximum - Positive | disabled | | disabled | |
| Rate - Maximum - Negative | disabled | | disabled | |
| Cumulative Volume - Maximum Positive | disabled | | | disabled |
| Cumulative Volume - Maximum Negative | disabled | | | disabled |
| Cumulative Volume - End of Simulation | disabled | | | disabled |
| Discharge Structure 2 - inactive | | | | |
| Rate - Maximum - Positive | disabled | | disabled | |
| Rate - Maximum - Negative | disabled | | disabled | |
| Cumulative Volume - Maximum Positive | disabled | | | disabled |
| Cumulative Volume - Maximum Negative | disabled | | | disabled |
| Cumulative Volume - End of Simulation | disabled | | | disabled |
| Discharge Structure 3 - inactive | | | | |
| Rate - Maximum - Positive | disabled | | disabled | |
| Rate - Maximum - Negative | disabled | | disabled | |
| Cumulative Volume - Maximum Positive | disabled | | | disabled |
| Cumulative Volume - Maximum Negative | disabled | | | disabled |
| Cumulative Volume - End of Simulation | disabled | | | disabled |
| Pollution Abatement: | | | | |
| 36 Hour Stage and Infiltration Volume | 36.000 | 20.884490 | | 14288.0 |
| 72 Hour Stage and Infiltration Volume | 72.000 | 20.696040 | | 14288.0 |


Plot of Cumulative Volumes and Pond Stage vs Elapsed Time
Scenario 1 :: 14288 ft³ slug load
Cumulative Volumes (ft³)
Elevation (ft datum)
Elapsed Time (hrs)
0
2000
4000
6000
8000
10000
12000
14000
16000
19.5
20.0
20.5
21.0
21.5
22.0
22.5
23.0
23.5
0
50
100
150
200
250
300
350
400
450
500
Y1 Axis: Cumulative Inflow
Cumulative Infiltration
Cumulative Discharge
Y2 Axis: Pond Stage


Plot of Flow Rates and Pond Stage vs Elapsed Time
Scenario 1 :: 14288 ft³ slug load
Volumetric Rate (ft³/s)
Stage Elevation (ft datum)
Elapsed Time (hrs)
0
200
400
600
800
1000
1200
1400
1600
1800
2000
2200
2400
18.5
19.0
19.5
20.0
20.5
21.0
21.5
22.0
22.5
23.0
23.5
24.0
24.5
0
50
100
150
200
250
300
350
400
450
500
Y1 Axis: Inflow Rate Infiltration Rate Discharge Rate
Y2 Axis: Pond Stage

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# PERMEABILITY CALCULATIONS - 72 Hour

**Retention Area:** RA-1
**Boring:** P2
**Ground Surface Elevation at Boring (ft):** 25.5
**Seasonal High Water Table (SHWT) Elevation (ft):** 22.9
**Base of Aquifer Elevation (ft):** 18.5
**Pond Bottom Elevation (ft):** 23.75
**Max Stage of Groundwater Mound (GM) Elevation (ft):** 24.30

## Vertical Permeability

Distance Between Pond Bottom and Ground Surface (ft): -1.75
Distance between Pond Bottom and SHWT (ft): 0.85 → Thickness of Soil Profile
No. of Soil Layers Between Pond Bottom and SHWT: 1

| Soil Layer | Thickness of Soil Layer (ft) | Is Vertical Perm. of soil layer Estimated or Measured? | Vertical Perm. Rate of Soil Layer (ft/day) |
|---|---|---|---|
| Layer 1 | 0.85 | Measured | 12.5 |
| Layer 2 | | | |
| Layer 3 | | | |
| Layer 4 | | | |
| Layer 5 | | | |
| Layer 6 | | | |
| Layer 7 | | | |
| Layer 8 | | | |

Weighted Vertical Permeability (ft/day): 12.50
Vertical Permeability with a Safety Factor of 2.0 (ft/day): 6.25

## Horizontal Permeability

Distance Between Avg. GM and Pond Bottom (ft): 0.28
Distance between Pond Bottom and Ground Surface (ft): -1.75
Distance between Avg. GM and Base of Aquifer (ft): 5.53 → Thickness of Soil Profile
No. of Soil Layers Between Avg. GM and Base of Aquifer: 2

| Soil Layer | Thickness of Soil Layer (ft) | Horizontal Perm. Coefficient** | Is Vertical Perm. Estimated or Measured? | Vertical Perm Rate (ft/day) |
|---|---|---|---|---|
| Layer 1 | 4.03 | 2.0 | Measured | 12.5 |
| Layer 2 | 1.50 | 2.0 | Measured | 13.0 |
| Layer 3 | | | | |
| Layer 4 | | | | |
| Layer 5 | | | | |
| Layer 6 | | | | |
| Layer 7 | | | | |
| Layer 8 | | | | |

** 2.0 for SP soil type, 1.5 for SP-SM soil type, and 1.0 for other soil types. These values are multiplied by the vertical perm. rate for each soil layer

Weighted Horizontal Permeability (ft/day): 25.27
Horizontal Permeability with a Safety Factor of 2.0 (ft/day): 12.64

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# PERMEABILITY CALCULATIONS - 72 Hour

**Retention Area:** RA-2
**Boring:** P5
**Ground Surface Elevation at Boring (ft):** 23.0
**Seasonal High Water Table (SHWT) Elevation (ft):** 21.1
**Base of Aquifer Elevation (ft):** 3.0
**Pond Bottom Elevation (ft):** 23.00
**Max Stage of Groundwater Mound (GM) Elevation (ft):** 23.91

## Vertical Permeability

Distance Between Pond Bottom and Ground Surface (ft): 0.00
Distance between Pond Bottom and SHWT (ft): 1.90 → Thickness of Soil Profile
No. of Soil Layers Between Pond Bottom and SHWT: 1

| Soil Layer | Thickness of Soil Layer (ft) | Is Vertical Perm. of soil layer Estimated or Measured? | Vertical Perm. Rate of Soil Layer (ft/day) |
|---|---|---|---|
| Layer 1 | 1.90 | Measured | 7.5 |
| Layer 2 | | | |
| Layer 3 | | | |
| Layer 4 | | | |
| Layer 5 | | | |
| Layer 6 | | | |
| Layer 7 | | | |
| Layer 8 | | | |

Weighted Vertical Permeability (ft/day): 7.50
Vertical Permeability with a Safety Factor of 2.0 (ft/day): 3.75

## Horizontal Permeability

Distance Between Avg. GM and Pond Bottom (ft): 0.46
Distance between Pond Bottom and Ground Surface (ft): 0.00
Distance between Avg. GM and Base of Aquifer (ft): 20.46 → Thickness of Soil Profile
No. of Soil Layers Between Avg. GM and Base of Aquifer: 7

| Soil Layer | Thickness of Soil Layer (ft) | Horizontal Perm. Coefficient** | Is Vertical Perm. Estimated or Measured? | Vertical Perm Rate (ft/day) |
|---|---|---|---|---|
| Layer 1 | 0.46 | 2.0 | Estimated | 7.0 |
| Layer 2 | 4.00 | 2.0 | Measured | 7.5 |
| Layer 3 | 1.5 | 1.5 | Estimated | 4.0 |
| Layer 4 | 1.5 | 2.0 | Measured | 8.6 |
| Layer 5 | 1.5 | 1.5 | Estimated | 4.0 |
| Layer 6 | 5.0 | 1.5 | Measured | 3.7 |
| Layer 7 | 6.5 | 2.0 | Measured | 5.5 |
| Layer 8 | | | | |

** 2.0 for SP soil type, 1.5 for SP-SM soil type, and 1.0 for other soil types. These values are multiplied by the vertical perm. rate for each soil layer

Weighted Horizontal Permeability (ft/day): 10.24
Horizontal Permeability with a Safety Factor of 2.0 (ft/day): 5.12

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# PERMEABILITY CALCULATIONS - 72 Hour

**Retention Area:** RA-3
**Boring:** P4
**Ground Surface Elevation at Boring (ft):** 23.5
**Seasonal High Water Table (SHWT) Elevation (ft):** 20.2
**Base of Aquifer Elevation (ft):** 16.5
**Pond Bottom Elevation (ft):** 22.00
**Max Stage of Groundwater Mound (GM) Elevation (ft):** 22.89

## Vertical Permeability

Distance Between Pond Bottom and Ground Surface (ft): -1.50
Distance between Pond Bottom and SHWT (ft): 1.80 → Thickness of Soil Profile
No. of Soil Layers Between Pond Bottom and SHWT: 2

| Soil Layer | Thickness of Soil Layer (ft) | Is Vertical Perm. of soil layer Estimated or Measured? | Vertical Perm. Rate of Soil Layer (ft/day) |
|---|---|---|---|
| Layer 1 | 1.00 | Measured | 14.8 |
| Layer 2 | 0.8 | Estimated | 4.0 |
| Layer 3 | | | |
| Layer 4 | | | |
| Layer 5 | | | |
| Layer 6 | | | |
| Layer 7 | | | |
| Layer 8 | | | |

Weighted Vertical Permeability (ft/day): 10.00
Vertical Permeability with a Safety Factor of 2.0 (ft/day): 5.00

## Horizontal Permeability

Distance Between Avg. GM and Pond Bottom (ft): 0.45
Distance between Pond Bottom and Ground Surface (ft): -1.50
Distance between Avg. GM and Base of Aquifer (ft): 5.95 → Thickness of Soil Profile
No. of Soil Layers Between Avg. GM and Base of Aquifer: 3

| Soil Layer | Thickness of Soil Layer (ft) | Horizontal Perm. Coefficient** | Is Vertical Perm. Estimated or Measured? | Vertical Perm Rate (ft/day) |
|---|---|---|---|---|
| Layer 1 | 1.45 | 2.0 | Measured | 14.8 |
| Layer 2 | 1.50 | 2.0 | Estimated | 4.0 |
| Layer 3 | 3.0 | 1.5 | Measured | 3.8 |
| Layer 4 | | | | 20.2 |
| Layer 5 | | | | |
| Layer 6 | | | | |
| Layer 7 | | | | |
| Layer 8 | | | | |

** 2.0 for SP soil type, 1.5 for SP-SM soil type, and 1.0 for other soil types. These values are multiplied by the vertical perm. rate for each soil layer

Weighted Horizontal Permeability (ft/day): 12.10
Horizontal Permeability with a Safety Factor of 2.0 (ft/day): 6.05

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# PERMEABILITY CALCULATIONS - 72 Hour

**Retention Area:** RA-3
**Boring:** P6
**Ground Surface Elevation at Boring (ft):** 23.5
**Seasonal High Water Table (SHWT) Elevation (ft):** 20.3
**Base of Aquifer Elevation (ft):** 3.5
**Pond Bottom Elevation (ft):** 22.00
**Max Stage of Groundwater Mound (GM) Elevation (ft):** 22.89

## Vertical Permeability

Distance Between Pond Bottom and Ground Surface (ft): -1.50
Distance between Pond Bottom and SHWT (ft): 1.70 → Thickness of Soil Profile
No. of Soil Layers Between Pond Bottom and SHWT: 2

| Soil Layer | Thickness of Soil Layer (ft) | Is Vertical Perm. of soil layer Estimated or Measured? | Vertical Perm. Rate of Soil Layer (ft/day) |
|---|---|---|---|
| Layer 1 | 1.00 | Measured | 12.5 |
| Layer 2 | 0.7 | Estimated | 12.5 |
| Layer 3 | | | |
| Layer 4 | | | |
| Layer 5 | | | |
| Layer 6 | | | |
| Layer 7 | | | |
| Layer 8 | | | |

Weighted Vertical Permeability (ft/day): 12.50
Vertical Permeability with a Safety Factor of 2.0 (ft/day): 6.25

## Horizontal Permeability

Distance Between Avg. GM and Pond Bottom (ft): 0.45
Distance between Pond Bottom and Ground Surface (ft): -1.50
Distance between Avg. GM and Base of Aquifer (ft): 18.95 → Thickness of Soil Profile
No. of Soil Layers Between Avg. GM and Base of Aquifer: 5

| Soil Layer | Thickness of Soil Layer (ft) | Horizontal Perm. Coefficient** | Is Vertical Perm. Estimated or Measured? | Vertical Perm Rate (ft/day) |
|---|---|---|---|---|
| Layer 1 | 2.95 | 2.0 | Measured | 14.8 |
| Layer 2 | 3.00 | 1.5 | Measured | 6.7 |
| Layer 3 | 6.5 | 1.5 | Measured | 5.5 |
| Layer 4 | 5.0 | 1.5 | Measured | 5.2 |
| Layer 5 | 1.5 | 2.0 | Measured | 7.0 |
| Layer 6 | | | | |
| Layer 7 | | | | |
| Layer 8 | | | | |

** 2.0 for SP soil type, 1.5 for SP-SM soil type, and 1.0 for other soil types. These values are multiplied by the vertical perm. rate for each soil layer

Weighted Horizontal Permeability (ft/day): 12.19
Horizontal Permeability with a Safety Factor of 2.0 (ft/day): 6.10

# Important Information about This

# Geotechnical-Engineering Report

**Subsurface problems are a principal cause of construction delays, cost overruns, claims, and disputes.**

**While you cannot eliminate all such risks, you can manage them. The following information is provided to help.**

## Geotechnical Services Are Performed for Specific Purposes, Persons, and Projects

Geotechnical engineers structure their services to meet the specific needs of their clients. A geotechnical-engineering study conducted for a civil engineer may not fulfill the needs of a constructor — a construction contractor — or even another civil engineer. Because each geotechnical- engineering study is unique, each geotechnical-engineering report is unique, prepared *solely* for the client. No one except you should rely on this geotechnical-engineering report without first conferring with the geotechnical engineer who prepared it. *And no one — not even you* — should apply this report for any purpose or project except the one originally contemplated.

## Read the Full Report

Serious problems have occurred because those relying on a geotechnical-engineering report did not read it all. Do not rely on an executive summary. Do not read selected elements only.

## Geotechnical Engineers Base Each Report on a Unique Set of Project-Specific Factors

Geotechnical engineers consider many unique, project-specific factors when establishing the scope of a study. Typical factors include: the client's goals, objectives, and risk-management preferences; the general nature of the structure involved, its size, and configuration; the location of the structure on the site; and other planned or existing site improvements, such as access roads, parking lots, and underground utilities. Unless the geotechnical engineer who conducted the study specifically indicates otherwise, do not rely on a geotechnical-engineering report that was:

- not prepared for you;
- not prepared for your project;
- not prepared for the specific site explored; or
- completed before important project changes were made.

Typical changes that can erode the reliability of an existing geotechnical-engineering report include those that affect:

- the function of the proposed structure, as when it's changed from a parking garage to an office building, or from a light-industrial plant to a refrigerated warehouse;
- the elevation, configuration, location, orientation, or weight of the proposed structure;
- the composition of the design team; or
- project ownership.

As a general rule, *always* inform your geotechnical engineer of project changes—even minor ones—and request an assessment of their impact. *Geotechnical engineers cannot accept responsibility or liability for problems that occur because their reports do not consider developments of which they were not informed.*

## Subsurface Conditions Can Change

A geotechnical-engineering report is based on conditions that existed at the time the geotechnical engineer performed the study. *Do not rely on a geotechnical-engineering report whose adequacy may have been affected by*: the passage of time; man-made events, such as construction on or adjacent to the site; or natural events, such as floods, droughts, earthquakes, or groundwater fluctuations. *Contact the geotechnical engineer before applying this report to determine if it is still reliable.* A minor amount of additional testing or analysis could prevent major problems.

## Most Geotechnical Findings Are Professional Opinions

Site exploration identifies subsurface conditions only at those points where subsurface tests are conducted or samples are taken. Geotechnical engineers review field and laboratory data and then apply their professional judgment to render an opinion about subsurface conditions throughout the site. Actual subsurface conditions may differ — sometimes significantly — from those indicated in your report. Retaining the geotechnical engineer who developed your report to provide geotechnical-construction observation is the most effective method of managing the risks associated with unanticipated conditions.

## A Report's Recommendations Are Not Final

Do not overrely on the confirmation-dependent recommendations included in your report. *Confirmation-dependent recommendations are not final,* because geotechnical engineers develop them principally from judgment and opinion. Geotechnical engineers can finalize their recommendations *only* by observing actual subsurface conditions revealed during construction. *The geotechnical engineer who developed your report cannot assume responsibility or liability for the report's confirmation-dependent recommendations if that engineer does not perform the geotechnical-construction observation required to confirm the recommendations' applicability.*

## A Geotechnical-Engineering Report Is Subject to Misinterpretation

Other design-team members' misinterpretation of geotechnical-engineering reports has resulted in costly

problems. Confront that risk by having your geotechnical engineer confer with appropriate members of the design team after submitting the report. Also retain your geotechnical engineer to review pertinent elements of the design team's plans and specifications. Constructors can also misinterpret a geotechnical-engineering report. Confront that risk by having your geotechnical engineer participate in prebid and preconstruction conferences, and by providing geotechnical construction observation.

## Do Not Redraw the Engineer's Logs

Geotechnical engineers prepare final boring and testing logs based upon their interpretation of field logs and laboratory data. To prevent errors or omissions, the logs included in a geotechnical-engineering report should *never* be redrawn for inclusion in architectural or other design drawings. Only photographic or electronic reproduction is acceptable, *but recognize that separating logs from the report can elevate risk.*

## Give Constructors a Complete Report and Guidance

Some owners and design professionals mistakenly believe they can make constructors liable for unanticipated subsurface conditions by limiting what they provide for bid preparation. To help prevent costly problems, give constructors the complete geotechnical-engineering report, *but* preface it with a clearly written letter of transmittal. In that letter, advise constructors that the report was not prepared for purposes of bid development and that the report's accuracy is limited; encourage them to confer with the geotechnical engineer who prepared the report (a modest fee may be required) and/or to conduct additional study to obtain the specific types of information they need or prefer. A prebid conference can also be valuable. *Be sure constructors have sufficient time* to perform additional study. Only then might you be in a position to give constructors the best information available to you, while requiring them to at least share some of the financial responsibilities stemming from unanticipated conditions.

## Read Responsibility Provisions Closely

Some clients, design professionals, and constructors fail to recognize that geotechnical engineering is far less exact than other engineering disciplines. This lack of understanding has created unrealistic expectations that have led to disappointments, claims, and disputes. To help reduce the risk of such outcomes, geotechnical engineers commonly include a variety of explanatory provisions in their reports. Sometimes labeled "limitations," many of these provisions indicate where geotechnical engineers' responsibilities begin and end, to help others recognize their own responsibilities and risks. *Read these provisions closely.* Ask questions. Your geotechnical engineer should respond fully and frankly.

## Environmental Concerns Are Not Covered

The equipment, techniques, and personnel used to perform an *environmental* study differ significantly from those used to perform a *geotechnical* study. For that reason, a geotechnical-engineering report does not usually relate any environmental findings, conclusions, or recommendations; e.g., about the likelihood of encountering underground storage tanks or regulated contaminants. *Unanticipated environmental problems have led to numerous project failures.* If you have not yet obtained your own environmental information, ask your geotechnical consultant for risk-management guidance. *Do not rely on an environmental report prepared for someone else.*

## Obtain Professional Assistance To Deal with Mold

Diverse strategies can be applied during building design, construction, operation, and maintenance to prevent significant amounts of mold from growing on indoor surfaces. To be effective, all such strategies should be devised for the *express purpose* of mold prevention, integrated into a comprehensive plan, and executed with diligent oversight by a professional mold-prevention consultant. Because just a small amount of water or moisture can lead to the development of severe mold infestations, many mold- prevention strategies focus on keeping building surfaces dry. While groundwater, water infiltration, and similar issues may have been addressed as part of the geotechnical- engineering study whose findings are conveyed in this report, the geotechnical engineer in charge of this project is not a mold prevention consultant; *none of the services performed in connection with the geotechnical engineer's study were designed or conducted for the purpose of mold prevention. Proper implementation of the recommendations conveyed in this report will not of itself be sufficient to prevent mold from growing in or on the structure involved.*

## Rely, on Your GBC-Member Geotechnical Engineer for Additional Assistance

Membership in the Geotechnical Business Council of the Geoprofessional Business Association exposes geotechnical engineers to a wide array of risk-confrontation techniques that can be of genuine benefit for everyone involved with a construction project. Confer with you GBC-Member geotechnical engineer for more information.

GEOTECHNICAL BUSINESS COUNCIL
of the Geoprofessional Business Association

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# CONSTRAINTS & RESTRICTIONS

The intent of this document is to bring to your attention the potential concerns and the basic limitations of a typical geotechnical report.

Ground Surface El. 28.5

## WARRANTY

Universal Engineering Sciences has prepared this report for our client for his exclusive use, in accordance with generally accepted soil and foundation engineering practices, and makes no other warranty either expressed or implied as to the professional advice provided in the report.

## UNANTICIPATED SOIL CONDITIONS

The analysis and recommendations submitted in this report are based upon the data obtained from soil borings performed at the locations indicated on the Boring Location Plan. This report does not reflect any variations which may occur between these borings.

The nature and extent of variations between borings may not become known until excavation begins. If variations appear, we may have to re-evaluate our recommendations after performing on-site observations and noting the characteristics of any variations.

## CHANGED CONDITIONS

We recommend that the specifications for the project require that the contractor immediately notify Universal Engineering Sciences, as well as the owner, when subsurface conditions are encountered that are different from those present in this report.

No claim by the contractor for any conditions differing from those anticipated in the plans, specifications, and those found in this report, should be allowed unless the contractor notifies the owner and Universal Engineering Sciences of such changed conditions. Further, we recommend that all foundation work and site improvements be observed by a representative of Universal Engineering Sciences to monitor field conditions and changes, to verify design assumptions and to evaluate and recommend any appropriate modifications to this report.

## MISINTERPRETATION OF SOIL ENGINEERING REPORT

Universal Engineering Sciences is responsible for the conclusions and opinions contained within this report based upon the data relating only to the specific project and location discussed herein. If the conclusions or recommendations based upon the data presented are made by others, those conclusions or recommendations are not the responsibility of Universal Engineering Sciences.

## CHANGED STRUCTURE OR LOCATION

This report was prepared in order to aid in the evaluation of this project and to assist the architect or engineer in the design of this project. If any changes in the design or location of the structure as outlined in this report are planned, or if any structures are included or added that are not discussed in the report, the conclusions and recommendations contained in this report shall not be considered valid unless the changes are reviewed and the conclusions modified or approved by Universal Engineering Sciences.

## USE OF REPORT BY BIDDERS

Bidders who are examining the report prior to submission of a bid are cautioned that this report was prepared as an aid to the designers of the project and it may affect actual construction operations.

Bidders are urged to make their own soil borings, test pits, test caissons or other investigations to determine those conditions that may affect construction operations. Universal Engineering Sciences cannot be responsible for any interpretations made from this report or the attached boring logs with regard to their adequacy in reflecting subsurface conditions which will affect construction operations.

## STRATA CHANGES

Strata changes are indicated by a definite line on the boring logs which accompany this report. However, the actual change in the ground may be more gradual. Where changes occur between soil samples, the location of the change must necessarily be estimated using all available information and may not be shown at the exact depth.

## OBSERVATIONS DURING DRILLING

Attempts are made to detect and/or identify occurrences during drilling and sampling, such as: water level, boulders, zones of lost circulation, relative ease or resistance to drilling progress, unusual sample recovery, variation of driving resistance, obstructions, etc.; however, lack of mention does not preclude their presence.

## WATER LEVELS

Water level readings have been made in the drill holes during drilling and they indicate normally occurring conditions. Water levels may not have been stabilized at the last reading. This data has been reviewed and interpretations made in this report. However, it must be noted that fluctuations in the level of the groundwater may occur due to variations in rainfall, temperature, tides, and other factors not evident at the time measurements were made and reported. Since the probability of such variations is anticipated, design drawings and specifications should accommodate such possibilities and construction planning should be based upon such assumptions of variations.

## LOCATION OF BURIED OBJECTS

All users of this report are cautioned that there was no requirement for Universal Engineering Sciences to attempt to locate any man-made buried objects during the course of this exploration and that no attempt was made by Universal Engineering Sciences to locate any such buried objects. Universal Engineering Sciences cannot be responsible for any buried man-made objects which are subsequently encountered during construction that are not discussed within the text of this report.

## TIME

This report reflects the soil conditions at the time of exploration. If the report is not used in a reasonable amount of time, significant changes to the site may occur and additional reviews may be required.

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# Geotechnical-Engineering Report

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As a general rule, *always* inform your geotechnical engineer of project changes—even minor ones—and request an assessment of their impact. *Geotechnical engineers cannot accept responsibility or liability for problems that occur because their reports do not consider developments of which they were not informed.*

## Subsurface Conditions Can Change

A geotechnical-engineering report is based on conditions that existed at the time the geotechnical engineer performed the study. *Do not rely on a geotechnical-engineering report whose adequacy may have been affected by*: the passage of time; man-made events, such as construction on or adjacent to the site; or natural events, such as floods, droughts, earthquakes, or groundwater fluctuations. *Contact the geotechnical engineer before applying this report to determine if it is still reliable.* A minor amount of additional testing or analysis could prevent major problems.

## Most Geotechnical Findings Are Professional Opinions

Site exploration identifies subsurface conditions only at those points where subsurface tests are conducted or samples are taken. Geotechnical engineers review field and laboratory data and then apply their professional judgment to render an opinion about subsurface conditions throughout the site. Actual subsurface conditions may differ — sometimes significantly — from those indicated in your report. Retaining the geotechnical engineer who developed your report to provide geotechnical-construction observation is the most effective method of managing the risks associated with unanticipated conditions.

## A Report's Recommendations Are Not Final

Do not overrely on the confirmation-dependent recommendations included in your report. *Confirmation-dependent recommendations are not final,* because geotechnical engineers develop them principally from judgment and opinion. Geotechnical engineers can finalize their recommendations *only* by observing actual subsurface conditions revealed during construction. *The geotechnical engineer who developed your report cannot assume responsibility or liability for the report's confirmation-dependent recommendations if that engineer does not perform the geotechnical-construction observation required to confirm the recommendations' applicability.*

## A Geotechnical-Engineering Report Is Subject to Misinterpretation

Other design-team members' misinterpretation of geotechnical-engineering reports has resulted in costly

problems. Confront that risk by having your geotechnical engineer confer with appropriate members of the design team after submitting the report. Also retain your geotechnical engineer to review pertinent elements of the design team's plans and specifications. Constructors can also misinterpret a geotechnical-engineering report. Confront that risk by having your geotechnical engineer participate in prebid and preconstruction conferences, and by providing geotechnical construction observation.

## Do Not Redraw the Engineer's Logs

Geotechnical engineers prepare final boring and testing logs based upon their interpretation of field logs and laboratory data. To prevent errors or omissions, the logs included in a geotechnical-engineering report should *never* be redrawn for inclusion in architectural or other design drawings. Only photographic or electronic reproduction is acceptable, *but recognize that separating logs from the report can elevate risk.*

## Give Constructors a Complete Report and Guidance

Some owners and design professionals mistakenly believe they can make constructors liable for unanticipated subsurface conditions by limiting what they provide for bid preparation. To help prevent costly problems, give constructors the complete geotechnical-engineering report, *but* preface it with a clearly written letter of transmittal. In that letter, advise constructors that the report was not prepared for purposes of bid development and that the report's accuracy is limited; encourage them to confer with the geotechnical engineer who prepared the report (a modest fee may be required) and/or to conduct additional study to obtain the specific types of information they need or prefer. A prebid conference can also be valuable. *Be sure constructors have sufficient time* to perform additional study. Only then might you be in a position to give constructors the best information available to you, while requiring them to at least share some of the financial responsibilities stemming from unanticipated conditions.

## Read Responsibility Provisions Closely

Some clients, design professionals, and constructors fail to recognize that geotechnical engineering is far less exact than other engineering disciplines. This lack of understanding has created unrealistic expectations that have led to disappointments, claims, and disputes. To help reduce the risk of such outcomes, geotechnical engineers commonly include a variety of explanatory provisions in their reports. Sometimes labeled "limitations," many of these provisions indicate where geotechnical engineers' responsibilities begin and end, to help others recognize their own responsibilities and risks. *Read these provisions closely.* Ask questions. Your geotechnical engineer should respond fully and frankly.

## Environmental Concerns Are Not Covered

The equipment, techniques, and personnel used to perform an *environmental* study differ significantly from those used to perform a *geotechnical* study. For that reason, a geotechnical-engineering report does not usually relate any environmental findings, conclusions, or recommendations; e.g., about the likelihood of encountering underground storage tanks or regulated contaminants. *Unanticipated environmental problems have led to numerous project failures.* If you have not yet obtained your own environmental information, ask your geotechnical consultant for risk-management guidance. *Do not rely on an environmental report prepared for someone else.*

## Obtain Professional Assistance To Deal with Mold

Diverse strategies can be applied during building design, construction, operation, and maintenance to prevent significant amounts of mold from growing on indoor surfaces. To be effective, all such strategies should be devised for the *express purpose* of mold prevention, integrated into a comprehensive plan, and executed with diligent oversight by a professional mold-prevention consultant. Because just a small amount of water or moisture can lead to the development of severe mold infestations, many mold- prevention strategies focus on keeping building surfaces dry. While groundwater, water infiltration, and similar issues may have been addressed as part of the geotechnical- engineering study whose findings are conveyed in this report, the geotechnical engineer in charge of this project is not a mold prevention consultant; *none of the services performed in connection with the geotechnical engineer's study were designed or conducted for the purpose of mold prevention. Proper implementation of the recommendations conveyed in this report will not of itself be sufficient to prevent mold from growing in or on the structure involved.*

## Rely, on Your GBC-Member Geotechnical Engineer for Additional Assistance

Membership in the Geotechnical Business Council of the Geoprofessional Business Association exposes geotechnical engineers to a wide array of risk-confrontation techniques that can be of genuine benefit for everyone involved with a construction project. Confer with you GBC-Member geotechnical engineer for more information.

GEOTECHNICAL BUSINESS COUNCIL
of the Geoprofessional Business Association

8811 Colesville Road/Suite G106, Silver Spring, MD 20910
Telephone: 301/565-2733 Facsimile: 301/589-2017
e-mail: info@geoprofessional.org www.geoprofessional.org

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# CONSTRAINTS & RESTRICTIONS

**The intent of this document is to bring to your attention the potential concerns and the basic limitations of a typical geotechnical report.**

## WARRANTY

Universal Engineering Sciences has prepared this report for our client for his exclusive use, in accordance with generally accepted soil and foundation engineering practices, and makes no other warranty either expressed or implied as to the professional advice provided in the report.

## UNANTICIPATED SOIL CONDITIONS

The analysis and recommendations submitted in this report are based upon the data obtained from soil borings performed at the locations indicated on the Boring Location Plan. This report does not reflect any variations which may occur between these borings.

The nature and extent of variations between borings may not become known until excavation begins. If variations appear, we may have to re-evaluate our recommendations after performing on-site observations and noting the characteristics of any variations.

## CHANGED CONDITIONS

We recommend that the specifications for the project require that the contractor immediately notify Universal Engineering Sciences, as well as the owner, when subsurface conditions are encountered that are different from those present in this report.

No claim by the contractor for any conditions differing from those anticipated in the plans, specifications, and those found in this report, should be allowed unless the contractor notifies the owner and Universal Engineering Sciences of such changed conditions. Further, we recommend that all foundation work and site improvements be observed by a representative of Universal Engineering Sciences to monitor field conditions and changes, to verify design assumptions and to evaluate and recommend any appropriate modifications to this report.

## MISINTERPRETATION OF SOIL ENGINEERING REPORT

Universal Engineering Sciences is responsible for the conclusions and opinions contained within this report based upon the data relating only to the specific project and location discussed herein. If the conclusions or recommendations based upon the data presented are made by others, those conclusions or recommendations are not the responsibility of Universal Engineering Sciences.

## CHANGED STRUCTURE OR LOCATION

This report was prepared in order to aid in the evaluation of this project and to assist the architect or engineer in the design of this project. If any changes in the design or location of the structure as outlined in this report are planned, or if any structures are included or added that are not discussed in the report, the conclusions and recommendations contained in this report shall not be considered valid unless the changes are reviewed and the conclusions modified or approved by Universal Engineering Sciences.

## USE OF REPORT BY BIDDERS

Bidders who are examining the report prior to submission of a bid are cautioned that this report was prepared as an aid to the designers of the project and it may affect actual construction operations.

Bidders are urged to make their own soil borings, test pits, test caissons or other investigations to determine those conditions that may affect construction operations. Universal Engineering Sciences cannot be responsible for any interpretations made from this report or the attached boring logs with regard to their adequacy in reflecting subsurface conditions which will affect construction operations.

## STRATA CHANGES

Strata changes are indicated by a definite line on the boring logs which accompany this report. However, the actual change in the ground may be more gradual. Where changes occur between soil samples, the location of the change must necessarily be estimated using all available information and may not be shown at the exact depth.

## OBSERVATIONS DURING DRILLING

Attempts are made to detect and/or identify occurrences during drilling and sampling, such as: water level, boulders, zones of lost circulation, relative ease or resistance to drilling progress, unusual sample recovery, variation of driving resistance, obstructions, etc.; however, lack of mention does not preclude their presence.

## WATER LEVELS

Water level readings have been made in the drill holes during drilling and they indicate normally occurring conditions. Water levels may not have been stabilized at the last reading. This data has been reviewed and interpretations made in this report. However, it must be noted that fluctuations in the level of the groundwater may occur due to variations in rainfall, temperature, tides, and other factors not evident at the time measurements were made and reported. Since the probability of such variations is anticipated, design drawings and specifications should accommodate such possibilities and construction planning should be based upon such assumptions of variations.

## LOCATION OF BURIED OBJECTS

All users of this report are cautioned that there was no requirement for Universal Engineering Sciences to attempt to locate any man-made buried objects during the course of this exploration and that no attempt was made by Universal Engineering Sciences to locate any such buried objects. Universal Engineering Sciences cannot be responsible for any buried man-made objects which are subsequently encountered during construction that are not discussed within the text of this report.

## TIME

This report reflects the soil conditions at the time of exploration. If the report is not used in a reasonable amount of time, significant changes to the site may occur and additional reviews may be required.

UES

ZEVCOHEN & ASSOCIATES INC
300 Interchange Blvd ● Ormond Beach, FL 32174
386.677.2482 ● Fax 386.677.2505
Civil Engineering ● Transportation ● Environmental
Landscape Architecture ● Planning

| | |
|---|---|
| **Project Name:** | PORT ORANGE PARKS OFFICE |
| **Project No.:** | ZC 22171 |
| **Date:** | November 2, 2023 |
| **By:** | AMM |
| **Description:** | PROJECTED SEWER FLOWS |
| | EQUIVALENT PIPE LENGTH |

## PROJECTED SEWER FLOW

USE: PARKS BUILDING - EMPLOYEE OFFICE/BREAK ROOM/LOCKER & SHOWER ROOM (2,365 S.F.)

| | | | | |
|---|---|---|---|---|
| FLOW- OFFICE/DINING/SHOWER & GENERAL SPACE | 25 GPD | (Per 100 SF) | BUILDING SF/100: | 23.65 |
| ADDITIONAL FLOW PER EMPLOYEE: | 15 GPD | | APPROX NO EMPLOYEES: | 50 |

DAILY FLOW - OFFICE/DINING & GENERAL SPACE: 591 GPD
DAILY FLOW - EMPLOYEES: 750 GPD
TOTAL FLOW: 1,341 GPD

(Assume 8 hour shift)
AVERAGE DAILY FLOW (ADF) =
1,341 GPD = **2.794 GPM**

PEAK FLOW = ADF x PEAK FACTOR = 3.00
= 4,024 GPD = **8.383 GPM**

## EQUIVALENT PIPE LENGTH

PIPE DIAMETER = 2 in
PHYSICAL LENGTH = 100 LF

| VALVES AND FITTINGS | | | |
|---|---|---|---|
| TYPE | # | EQ. LENGTH (FT) | TOTAL (FT) |
| 45 | 5 | 2.41 | 12.05 |
| 90 | 4 | 5.17 | 20.68 |
| 180 | 0 | 11.5 | 0 |
| TEE | 4 | 10.3 | 41.2 |
| GATE VALVE | 4 | 1.21 | 4.84 |
| CHECK VALVE | 1 | 14.4 | 14.4 |
| ANGLE VALVE | 0 | 28.7 | 0 |
| GLOBE VALVE | 0 | 57.4 | 0 |
| | | TOTAL EQ. LENGTH | = 93.17 |

(EQUIVALENT LENGTHS FROM MANUFACTURER'S SPECIFICATIONS)

**TOTAL PIPE LENGTH** = **193.17 LF**

| For Internal Use Only |
|---|
| Tracking #: _____ |
| Date Received: _____ |

**Consent Agreement Application Information:**

Date of Application: _____

Port Orange City Center Sports Complex Expansion
Project Name

| Wayne Clark | City of Port Orange |
|---|---|
| Individual Name | Company Name |
| 1000 City Center Circle, Port Orange, FL 32129 | |
| Full Address | |
| 386-506-5851 | wclark@port-orange.org |
| Phone Number | Email |

**THE FOLLOWING INFORMATION MUST BE SUBMITTED WITH THIS COMPLETED APPLICATION BY EMAIL WITH HARD COPIES AND CHECK TO BE MAILED TO THE APPRROPRIATE FPL REPRESENTATIVE.**
*(**See Page 3 for Contact Information,** call appropriate person before mailing and sending email).*

1. ☐ A letter requesting and describing the proposed use and impacts to FPL easements along with the estimated start and end date of construction. Each and all encroachments need to be described in detail.
2. ☐ The application fee made in the form of a check made payable to Florida Power & Light Company. **The application fee is non-refundable.** The amount of the check is determined by the complexity of consent request. Consult with the designated FPL real estate office to determine the appropriate application fee.
3. ☐ Copies of all drawings associated with the proposed project. Drawings shall be provided hard copy and electronic format 11x17 PDF of a detailed and scalable site plan. Additionally, once your request has been assigned an FPL Consent Agreement number is created, you will receive a link to update native format electronic files. These electronic files shall be provided in AutoCAD .dwg or MicroStation .dgn. Do not submit native files with your original submittal. Drawings are to include the following:
   a. ☐ Accurate depiction of the proposed use for the site and distances from the FPL easement boundaries.
   b. ☐ Accurate depiction of all transmission and distribution facilities (i.e. poles, guy wires and anchors, patrol road area) adjacent to or in the proposed use area including the limits of the FPL easement. **The FPL easement boundaries and all FPL facilities shall be clearly shown and highlighted in yellow, with the OR Book and Page number.**
   c. ☐ Transmission pole/structure numbers of all poles/structures within 600ft of the proposed use. **NOTE** - Pole/Structure #'s are typically in a number-letter-number sequence (***Example: 243M4***) located at eye level.
   d. ☐ Locations of existing swales, ditches, ponds, rivers and/or canals located within the easement.
   e. ☐ LAT and LONG and Section/Township/Range of the project, as well as County tax identification numbers for the affected tract(s) of land.
4. ☐ One (1) copy in a 11x17 format of a grading plan including profiles, showing existing and proposed elevation changes within easement, and height of the conductor at the insulator attachment point above existing grade and PDF. Clearly show the elevation changes proposed in the easement and PDF.
5. ☐ One (1) copy in a 11x17 format of drainage plan clearly showing the drainage intent, proposed improvements, and any modifications or changes to historical flows and the existing surface water management system.
6. ☐ One (1) copy in a 11x17 format of landscaping plan with planting list, depicting maximum maturity height of all proposed vegetation (vegetation capable of growing above 14' at maturity is not allowed) and PDF.
7. ☐ One (1) copy in a 11x17 format lighting plan with material list, depicting fixture/pole heights from original grade (lighting structures, including the can fixture, that exceed 14' above grade are not allowed) and grounding specification and PDF.
8. ☐ One (1) copy in a 11x17 of the utility plan with material list and method of installation (directional bore or trench) and PDF.
9. ☐ Copy of a legal sketch and legal description in PDF of just the area within the transmission easement that will be encroached into by the project once it has been approved. This is an exhibit to the Consent Agreement.
10. ☐ The type of equipment that will be used during construction and/or stored after construction on the FPL Right-Of-Way (bulldozer, cranes, front-end loaders, etc.). Refueling or maintenance of vehicles is not permitted within the Right-Of-Way.
11. ☐ Include the correct name and address of the entity to which the Right-Of-Way Consent Agreement is to be issued when approved, along with the correct name and title of the person or persons that will be signing the Consent Agreement.

Simple right-of-way uses might not require all the documentation listed above. For simple uses, please contact the designated FPL real estate office. **(See Page 3 for Contact Information)**

After receipt of all needed information, FPL will review in a timely manner on a case by case basis. **(See Page 2 for Process Map)**

All plans submitted must show the FPL easement area with the OR Book and Page, the structures, with the structure numbers, and distance from the FPL structures to the proposed work is to be performed.

Based on the FPL Right-Of-Way Guidelines, Section IV Prohibited Uses, please identify specific area for special considerations.

| Customer Drawing Reference | Customer Requested Utilization |
|---|---|
| | |
| | |

By my signature below, I agree that I received the latest version of Florida Power & Light Company's Transmission Right-of-Way Use Guidelines and have read, understand and agree that my proposed use for the site will comply with same. Upon completion of the application process, the applicant or any representative thereof will have the sole responsibility for scheduling a safety meeting with an authorized FPL representative. I agree that the information provided in this application and the attachments submitted therewith are accurate and complete. I understand that any incomplete application may delay commencement of, processing of, or invalidate the application. I understand and agree that the application fee is non-refundable.

Signature of Applicant

March 25, 2026
Date

# CONSENT AGREEMENT

## APPLICATION FEE SCHEDULE

The application fee will be determined in accordance with the complexity of consent request:

- Category 1 Fee is $250
- Category 2 Fee is $1,000
- Category 3 Fee is $2,500

| **CATEGORY 1** *(Residential Uses)* | **CATEGORY 2** | **CATEGORY 3** |
|---|---|---|
| Fencing & Gates | Temporary overflow parking | Road crossings of the FPL right-of-way |
| Any residential use not requiring a change in ground elevation | Temporary storage areas | Permanent overflow parking areas or storage yards |
| Signage | | Any use requiring a change in ground elevation |
| | | Dry detention systems |
| | | Pipeline crossings of the FPL right-of-way |
| | | Landscaping within the FPL right-of-way |
| | | Any other permanent governmental/commercial /developmental type of use |

In the event a consent request includes multiple categories or multiple items within a category, the application fee will be no more than the highest applicable category fee. For example:

- A consent request for a Temporary overflow parking (Category 2) and permanent storage yard (Category 3) will result in an application fee of $2,500
- A consent request for temporary overflow parking (Category 2) and temporary storage area (Category 2) will result in an application fee of $1,000

Based on the FPL Right-Of-Way Guidelines, Section IV Prohibited Uses, please identify specific area for special considerations.

| Customer Drawing Reference | Customer Requested Utilization |
|---|---|
| | |
| | |

***Application fees effective July 1, 2025***

PROJECT: CITY CENTER SPORTS COMPLEX EXPANSION
A/E Project # 2508 ITB 26-07

OWNER: CITY OF PORT ORANGE
1000 City Center Circle
Port Orange, Florida 32129

ARCHITECT: HALL, & OGLE ARCHITECTS, INC.
208 Magnolia Avenue
Daytona Beach, Florida 32114
386-255-6163

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This is part of the Contract Documents and modifies the Project Plans and Specifications as follows:

A1.1 DRAWINGS – COVER SHEET CS:

Cover Sheet CS is being reissued to add the survey sheets to the drawing set.

A1.2 DRAWINGS – SURVEY SHEETS:

Survey Sheets 1 of 5 through 5 of 5 are being issued for the first time.

A1.3 DRAWINGS – ELECTRICAL SHEETS:

Electrical Sheets E1.0 and E2.0 are being reissued with miscellaneous revisions.

ATTACHMENTS:

Sheets CS, Survey Sheets 1 of 5 through 5 of 5, E1.0, and E2.0

# CITY CENTER SPORTS COMPLEX EXPANSION

## PARKS AND RECREATION
## CITY OF PORT ORANGE, FLORIDA




**PROJECT SITE**
**City Center Sports Complex**
**Port Orange,Florida**

LOCATION MAP

N

NTS

## 100% CONSTRUCTION DOCUMENTS

## MARCH 6, 2026

### SCHEDULE OF DRAWINGS


| | |
|---|---|
| CS | COVER SHEET / SCHEDULE OF DRAWINGS |

SURVEY

| | |
|---|---|
| 1 OF 5 | TOPOGRAPHIC SURVEY |
| 2 OF 5 | TOPOGRAPHIC SURVEY |
| 3 OF 5 | TOPOGRAPHIC SURVEY |
| 4 OF 5 | TOPOGRAPHIC SURVEY |
| 5 OF 5 | TOPOGRAPHIC SURVEY |

CIVIL

| | |
|---|---|
| C1 | COVER SHEET |
| C2 | CONSTRUCTION NOTES |
| C3 | CONSTRUCTION NOTES |
| C4 | CONSTRUCTION NOTES |
| C5 | CONSTRUCTION NOTES |
| C6 | CONSTRUCTION NOTES |
| C7 | DEMOLITION & EROSION CONTROL PLAN |
| C8 | OVERALL DEVELOPMENT PLAN |
| C9 | GEOMETRY, SIGNAGE AND STRIPING PLAN |
| C10 | GEOMETRY, SIGNAGE AND STRIPING PLAN |
| C11 | GEOMETRY, SIGNAGE AND STRIPING PLAN |
| C12 | PAVING, GRADING AND DRAINAGE PLAN |
| C13 | PAVING, GRADING AND DRAINAGE PLAN |
| C14 | PAVING, GRADING AND DRAINAGE PLAN |
| C15 | UITILITY PLAN(S) |
| C16 | CONSTRUCTION DETAILS |
| C17 | CONSTRUCTION DETAILS |
| C18 | CONSTRUCTION DETAILS |
| C19 | CONSTRUCTION DETAILS |
| C20 | CONSTRUCTION DETAILS |
| TP1 | TREE PROTECTION PLAN & DETAILS |
| TP2 | TREE PROTECTION PLAN & DETAILS |
| TP3 | TREE PROTECTION PLAN & DETAILS |
| TP4 | TREE PROTECTION PLAN & DETAILS |
| TP5 | TREE PROTECTION PLAN & DETAILS |
| LA1 | LANDSCAPE PLAN & DETAILS |
| IR1 | IRRIGATION PLAN |
| IR2 | IRRIGATION DETAILS |
| AT1 | AUTOTURN EXHIBIT |

ARCHITECTURAL

| | |
|---|---|
| A1.0 | ARCHITECTURAL SITE PLAN |
| A1.1 | PARTIAL ARCHITECTURAL SITE PLAN |
| A2.0 | FLOOR PLAN, ROOF PLAN, REFLECTED CEILING PLAN |
| A2.1 | EXTERIOR ELEVATIONS / DOOR SCHEDULE / TYPES / DETAILS |
| A2.2 | BUILDING SECTIONS / ENLARGED TOILET PLAN / ELEVATION / NOTES |
| A2.3 | WALL SECTIONS / DETAILS |
| A2.4 | WALL SECTIONS / DETAILS |

STRUCTURAL

| | |
|---|---|
| S1.0 | GENERAL STRUCTURAL NOTES |
| S1.1 | GENERAL STRUCTURAL NOTES |
| S1.2 | SCHEDULES |
| S2.0 | FOUNDATION AND ROOF FRAMING PLANS |
| SD1.0 | TYPICAL DETAILS |
| SD1.1 | TYPICAL DETAILS |
| SD2.0 | FOUNDATION DETAILS |
| SD3.0 | ROOF FRAMING DETAILS |

MECHANICAL

| | |
|---|---|
| M0.1 | MECHANICAL GENERAL INFORMATION |
| M1.1 | MECHANICAL FLOOR PLAN |
| M5.1 | MECHANICAL SCHEDULES AND DETAILS |

PLUMBING

| | |
|---|---|
| P0.1 | PLUMBING GENERAL INFORMATION |
| P0.2 | PLUMBING SCHEDULES AND RISER DIAGRAMS |
| P1.1 | SANITARY FLOOR PLAN |
| P1.2 | DOMESTIC WATER FLOOR PLAN |
| P5.1 | PLUMBING DETAILS |

ELECTRICAL

| | |
|---|---|
| E1.0 | ELECTRICAL SITE PLAN |
| E2.0 | POWER AND LIGHTING PLAN |


### GENERAL NOTES

ALL CONSTRUCTION TO CONFORM AS APPLICABLE TO THE FOLLOWING CODES:

FLORIDA BUILDING CODE: - EIGHTH EDITION (2023) BUILDING
FLORIDA BUILDING CODE: - EIGHTH EDITION (2023) ACCESSIBILITY
FLORIDA BUILDING CODE: - EIGHTH EDITION (2023) FBC ENERGY CONSERVATION
FLORIDA BUILDING CODE: - EIGHTH EDITION (2023) FUEL GAS
FLORIDA BUILDING CODE: - EIGHTH EDITION (2023) MECHANICAL
FLORIDA BUILDING CODE: - EIGHTH EDITION (2023) PLUMBING
FLORIDA FIRE PREVENTION CODE - EIGHTH EDITION (2023)
NFPA NATIONAL ELECTRIC CODE (2020)


HALL & OGLE ARCHITECTS, INC.
208 MAGNOLIA AVENUE
DAYTONA BEACH, FLORIDA 32114
PH (386) 255-6163
FAX (386)257-5650
AA-C000925
www.hoarchitects.com


REVISIONS

DOCUMENT HISTORY

| NO. | DATE | DESCRIPTION |
|---|---|---|
| 1 | 5.7.26 | ADDENDUM 1 |

CITY CENTER
SPORTS COMPLEX EXPANSION
PARKS AND RECREATION
CITY OF PORT ORANGE
4625 CITY CENTER DRIVE
PORT ORANGE, FL

ARCHENGR OF RECORD
JOHN E. HALL AR0010727
DAVID D. OGLE AR93986

| DESIGNED BY | DRAWN BY |
|---|---|
| DO | DO |
| ISSUE DATE | AE PROJECT NUMBER |
| 6-MAR-2026 | 2508 |

SHEET TITLE
COVER SHEET /
SCHEDULE OF DRAWINGS

DRAWING NO.
CS

# TOPOGRAPHIC SURVEY

**FOR**

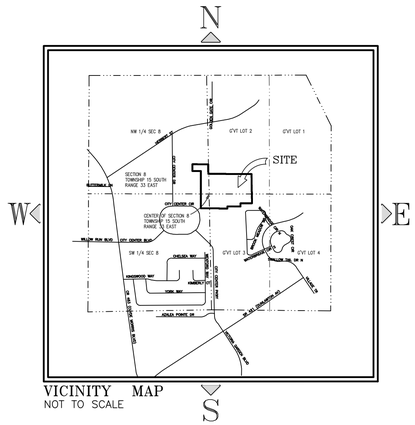
## HALL & OGLE ARCHITECTS

**A PORTION OF**

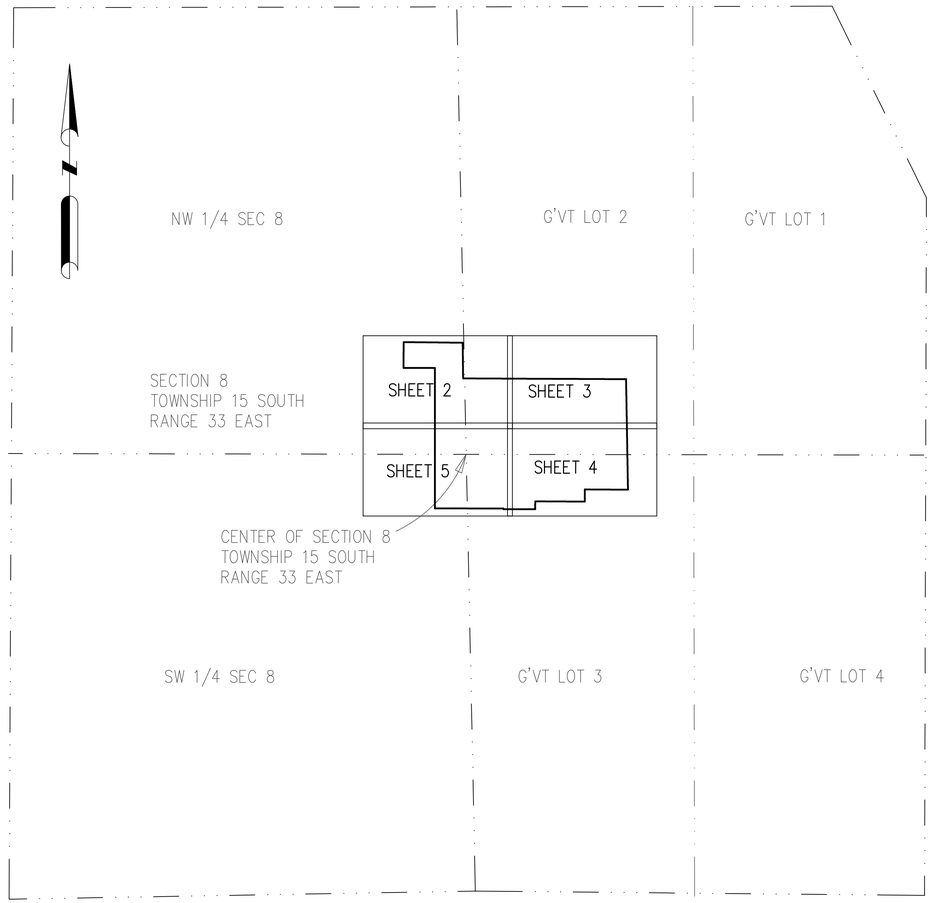
SECTION 8–TOWNSHIP 15 SOUTH–RANGE 33 EAST
VOLUSIA COUNTY, FLORIDA

**LOCATION**

1300 HERBERT STREET, PORT ORANGE, FL.




VICINITY MAP
NOT TO SCALE




***KEY SHEET***
***NOT TO SCALE***

NOTE:
THIS SURVEY IS NOT VALID WITHOUT SHEETS 1 TO 5

### *LEGAL DESCRIPTION:* (BY SLIGER & ASSOCIATES, INC.)

A PORTION OF THE SOUTH 25 CHAINS OF GOVERNMENT LOT 2 SECTION 8, TOWNSHIP 15 SOUTH, RANGE 33 EAST, VOLUSIA COUNT FLORIDA. DESCRIBED AS FOLLOWS:

BEGIN AT THE CENTER OF SAID SECTION 8, AS ESTABLISHED AND OCCUPIED; THENCE RUN N01°12'18"E, ALONG THE WEST LINE OF SAID GOVERNMENT LOT 2, A DISTANCE OF 337.90 FEET; THENCE DEPART SAID WEST LINE S89°54'08"E, A DISTANCE OF 887.00 FEET; THENCE S01°12'18"E, A DISTANCE OF 337.90 FEET TO THE SOUTH LINE OF SAID GOVERNMENT LOT 2; THENCE N89°55'08"W ALONG SAID SOUTH LINE, A DISTANCE OF 887.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 299,275 SQ.FT. OR 6.881 ACRES MORE OR LESS.

### *SURVEY NOTES:*

1. *THIS PLAT OF SURVEY HAS BEEN PREPARED WITHOUT THE BENEFIT OF A CURRENT REPORT FROM AN AUTHORIZED TITLE PROFESSIONAL, OR A TITLE OPINION ISSUED BY AN ATTORNEY LICENSED BY THE FLORIDA BAR. THEREFORE, THERE MAY BE ADDITIONAL MATTERS OF RECORD NOT SHOWN ON THIS SURVEY.*
2. *THE MEASURED BEARINGS SHOWN HEREON ARE (GRID BEARINGS) BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE, 1983 NORTH AMERICAN DATUM, 2007 ADJUSTMENT, DERIVING A BEARING OF N01°12'18"W, ALONG WESTERLY LINE OF GOVERNMENT LOT 2, SECTION 8, TOWNSHIP 15 SOUTH RANGE 33 EAST.*
3. *UNLESS OTHERWISE SHOWN, RECORD DISTANCES AND DIRECTIONS AND FIELD MEASURED DISTANCES AND DIRECTIONS ARE THE SAME.*
4. *DIMENSIONS ARE SHOWN IN FEET AND DECIMALS THEREOF.*
5. *UNDERGROUND FOUNDATIONS, IF ANY HAVE NOT BEEN LOCATED OR SHOWN AS A PART OF THIS SURVEY.*
6. *ELEVATIONS REFER TO NAVD 1988 DATUM PER ST. JOHNS RIVER WATER MANAGEMENT DISTRICT BENCHMARK MONUMENT 04–08–063–0 (STA. #105), ELEVATION 32.605 FEET.*
7. *THIS PROPERTY IS LOCATED IN FLOOD INSURANCE RATE MAP (F.I.R.M.) ZONE X. PER F.I.R.M. MAP NO. 12127C0369 J. MAP EFFECTIVE DATE: SEPTEMBER 29, 2017. APPROXIMATE SCALE: 1"=500'. PER FEMA.GOV WEBSITE.*
8. *REVISE SURVEY TO ADD PARCEL IDENTIFICATION No. AS IDENTIFIED ON COUNTY OF VOLUSIA PROPERTY APPRAISER'S OFFICE WEBSITE. NO ADDITIONAL FIELD WORK THIS DATE. FEBRUARY 28, 2026. (JM)*

### *REFERENCE MATERIAL:*

PLAT OF PORT ORANGE CORPORATE PARK, MAP BOOK 47, PAGE 99.

PLAT OF TWIN GATES MIBILE ESTATES SUB., MAP BOOK 33, PAGE 48.

PLAT OF KINGSWOOD SUB., MAP BOOK 37, PAGE 79.

PLAT OF COUNTRYSIDE PUD–UNIT XII–A, MAP BOOK 34, PAGE 170.

SURVEY BY SLIGER & ASSOCIATES, INC. JOB #24–0635, DATED: JULY 04, 2024.

### *INDEX OF SHEETS:*


1 COVER SHEET (CURRENT), KEY SHEET & CERTIFICATIONS.

2–5 TOPOGRAPHIC SURVEY


***NOT A BOUNDARY SURVEY***

### *NOTICE:*

THIS SURVEY IS NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OR A VALID ELECTRONIC SIGNATURE OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

### *SURVEYOR'S CERTIFICATION:*

TO: HALL & OGLE ARCHITECTS; THE CITY OF PORT ORANGE, FLORIDA;

I HEREBY CERTIFY THAT THIS SURVEY MEETS THE STANDARDS OF PRACTICE SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J–17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

DATE:

JEFFREY S. HATTENDORF
PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA LICENSE NUMBER 6193


SLIGER & ASSOCIATES, INC.
PROFESSIONAL LAND SURVEYORS
3921 NOVA ROAD
PORT ORANGE, FL. 32127
LICENSED BUSINESS CERTIFICATION NUMBER 3019


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| TYPE OF SURVEY | SURVEY DATE | JOB NUMBER | CHECKED BY |
|---|---|---|---|
| SPECIFIC PURPOSE | | | J. HATTENDORF |
| BOUNDARY SURVEY | MAY 22, 2025 | 25–0443 | J. HATTENDORF |
| TOPOGRAPHIC SURVEY | MAY 22, 2025 | 25–0443 | J. HATTENDORF |
| ADDITIONAL TOPOGRAPHY | DECEMBER 29, 2025 | 25–1148 | J. HATTENDORF |
| FOUNDATION LOCATION | | | |
| FINAL IMPROVEMENTS | | | |
| RECERTIFICATION | | | |

| | | |
|---|---|---|
| FIELD BOOK:1533 | FIELD BOOK:1570 | FIELD BOOK:1571 |
| PAGE (S): 27–37 | PAGE (S): 34–35 | PAGE (S): 38–39 |
| FIELD DATE: DECEMBER 29, 2025 | PARTY CHIEF: J. SMITH, M. WILLIAMS | DRAWN BY: J. MOLLER |
| CHECKED BY: J. HATTENDORF | | |

*TOPOGRAPHIC SURVEY*

1300 HERBERT STREET,
PORT ORANGE, FLORIDA

*CLIENT: HALL & OGLE ARCHITECTS*

**PROJECT: 04590**
**JOB: 25–1148**
**SCALE: N/A**
**SHEET: 1 OF 5**

FILE: K:/ 25/ 250443 PO SPORTS COMPLEX EXPANSION JM/ 250443.DWG

### *LEGEND:*

| | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|
| ● | IRON ROD WITH CAP | △ | DENOTES PC / PT | ⊗HHE | HAND HOLE (ELECTRIC) | ⋈ WV | WATER VALVE | ☼ LP | LIGHT POLE | Ⓖ GTMH | GREASE TRAP MANHOLE | ⁂⁂ | EXISTING CONCRETE | –TV– | BURIED TELEVISION LINE |
| ○ | IRON ROD | ■ | PERMANENT CONTROL POINT | ▭ WM | WATER METER | ⊠ FOCB | FIBER OPTIC CABLE BOX | ☼ YL | YARD LIGHT | Ⓔ EMH | ELECTRIC MANHOLE | 0.00‹ | EXISTING ELEVATION | –FM– | BURIED FORCEMAIN |
| ✹ | IRON PIPE WITH CAP | ⊛ | SITE BENCHMARK | ⊠ GM | GAS METER | ⊠ FOCV | FIBER OPTIC CABLE VAULT | ∅ PP | POWER / UTILITY POLE | Ⓤ UMH | UTILITY MANHOLE | –FO– | BURIED FIBER OPTIC CABLE | –OH– | AERIAL UTILITY LINE |
| ⊙ | IRON PIPE | ▽FH | FIRE HYDRANT | ⊠ TB | TELEPHONE BOX | –o– ELP | ELECTRIC PANEL | —) GA | GUY ANCHOR | Ⓒ CO | CLEAN OUT | –T– | BURIED TELEPHONE CABLE | –ST– | STORM WATER LINE |
| ○ | NAIL & DISK | ⊗ GV | GAS VALVE | ⊠ MB | MAIL BOX | –o– FOCM | FIBER OPTIC CABLE MARKER | ⊠ EB | ELECTRIC SERVICE BOX | Ⓕ FOC | FIBER OPTIC CABLE MANHOLE | –W– | BURIED WATER LINE | — | CHANGE OF DIRECTION |
| ⊗ | FD "X"/CUT IN CONCRETE | ⊗ RUV | REUSE VALVE | ◪ TV | CABLE TELEVISION BOX | –o– TPM | TELEPHONE CABLE MARKER | Ⓢ SSMH | SANITARY SEWER MANHOLE | ⋈ RBO | REUSE BLOWOFF ASSEMBLY | –E– | BURIED ELECTRIC LINE | ⊰⊱ | BACKFLOW PREVENTER |
| □ | CONCRETE MONUMENT | ⊗ SSV | SANITARY SEWER VALVE | ◪ TSB | TRAFFIC SIGNAL BOX | –o– | SIGN | Ⓓ SDMH | STORM DRAIN MANHOLE | ▲ | WETLANDS LOCATION | –G– | BURIED GAS LINE | | |

### *ABBREVIATIONS:*

| | | | | | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Δ | CENTRAL ANGLE | CPP | CORRUGATED PLASTIC PIPE | FH | FIRE HYDRANT | ILLEG. | ILLEGIBLE | MB | MAP BOOK | PP | POWER POLE | SEC | SECTION | WM | WATER METER |
| A/C | AIR CONDITIONER | CV | CHECK VALVE | FNC | FENCE | INV | INVERT | MES | MITERED END SECTION | PVC | POLYVINYL CHLORIDE | STA | STATION | WV | WATER VALVE |
| A.E. | ACCESS EASEMENT | (C) | CALCULATED DIMENSION | FND | FOUND | IRC | IRON ROD & CAP | MH | MANHOLE | PRV | PRESURE REDUCING VALVE | TC | TOP COVER | W/ | WITH |
| CB | CHORD BEARING | DIP | DUCTILE IRON PIE | FDOT | FLORIDA DEPARTMENT OF TRANSPORTATION | IR | IRON ROD (NO CAP) | MW | MONITORING WELL | (R) | RADIAL | TOB | TOP OF BANK | | |
| CH | CHORD DISTANCE | DW | DRIVEWAY | FDNR | FLORIDA DEPARTMENT OF NATURAL RESOURCES | IPC | IRON PIPE & CAP | N&D | NAIL & DISK | | RADIUS | TOE | TOE OF SLOPE | | |
| CLS | CENTERLINE OF SWALE | (D) | DEED DIMENSION | FP&L CO | FLORIDA POWER & LIGHT COMPANY | IP | IRON PIPE (NO CAP) | (NR) | NON RADIAL | RCP | REINFORCED CONCRETE PIPE | TSP | TRAFFIC SIGNAL POLE | | |
| CO | CLEANOUT | EL | ELEVATION | GA | GUY ANCHOR | IV | IRRIGATION VALVE | NAVD | NORTH AMERICAN VERTICAL DATUM | RES | RESIDENCE | TWP | TOWNSHIP | | |
| CONC | CONCRETE | ECMP | ELLIPTICAL CORRUGATED METAL PIPE | GEN | GENERATOR | Δ | ARC LENGTH | NGVD | NATIONAL GEODETIC VERTICAL DATUM | RGE | RANGE | (TYP) | TYPICAL | | |
| ℄ | CENTERLINE | EOP | END OF PIPE | GLM | GAS LINE MARKER | LB | LICENSED BUSINESS | ORB | OFFICIAL RECORDS BOOK | RV | REUSE VALVE | U.E. | UTILITY EASEMENT | | |
| CM | CONCRETE MONUMENT | EOW | EDGE OF WATER | HDPE | HIGH DENSITY POLYETHYLENE PIPE | LP | LIGHT POLE | (P) | PLATTED DIMENSION | R/W | RIGHT OF WAY | USC & GS | UNITED STATES COAST & GEODETIC SURVEY | | |
| CMP | CORRUGATED METAL PIPE | ES | ELECTRIC SERVICE | ID | IDENTIFICATION | (M) | MEASURED DIMENSION | PG | PAGE | SAN | SANITARY | VCP | VITREOUS CLAY PIPE | | |

# TOPOGRAPHIC SURVEY

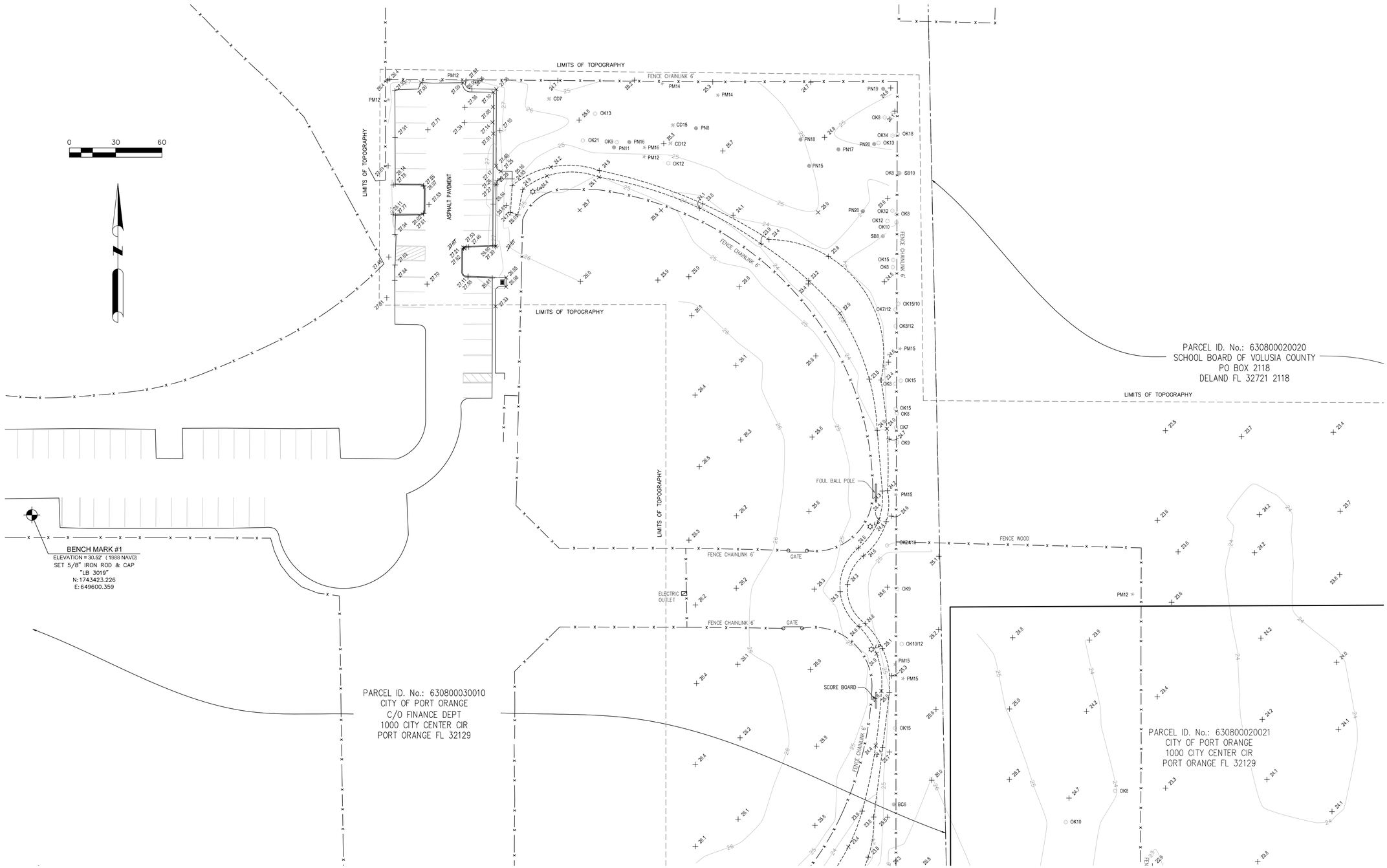
**FOR**

## HALL & OGLE ARCHITECTS

### ADDITIONAL ABBREVIATIONS–TREE LEGEND

| | | | | | |
|---|---|---|---|---|---|
| PNP | POND PINE | UK | UNKNOWN TREE | MG | MAGNOLIA |
| PNL | LOBLOLLY PINE TREE | MP | MAPLE TREE | BY | BAY TREE |
| PN | SLASH PINE TREE | SC | SYCAMORE TREE | EM | ELM TREE |
| PNS | SAND PINE TREE | OK | OAK TREE | CB | CHINABERRY TREE |
| PNF | LONGLEAF PINE TREE | SG | SWEET GUM TREE | CY | CYPRESS TREE |
| BT | BLACK TUPELO TREE | HK | HICKORY TREE | PM | PALM TREE |
| CD | CEDAR TREE | BH | BIRCH TREE | MU | MULBERRY TREE |
| DDD | INDICATES TREE IS LIKELY DISEASED, DYING OR DEAD | | | BC | BLACKCHERRY TREE |

TREE TYPE — OK24 — 8 — TREE SIZE (INCHES) DIAMETER AT BREAST HEIGHT; MULTIPLE TRUNKS; TREE SYMBOL




NOTE:
THIS SURVEY IS NOT VALID WITHOUT SHEETS 1 TO 5


SLIGER & ASSOCIATES, INC.
PROFESSIONAL LAND SURVEYORS
3921 NOVA ROAD
PORT ORANGE, FL 32127
LICENSED BUSINESS CERTIFICATION NUMBER 3019


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| TYPE OF SURVEY | SURVEY DATE | JOB NUMBER | CHECKED BY |
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| SPECIFIC PURPOSE | | | |
| BOUNDARY SURVEY | MAY 22, 2025 | 25-0443 | J. HATTENDORF |
| TOPOGRAPHIC SURVEY | MAY 22, 2025 | 25-0443 | J. HATTENDORF |
| ADDITIONAL TOPOGRAPHY | DECEMBER 29, 2025 | 25-1148 | J. HATTENDORF |
| FOUNDATION LOCATION | | | |
| FINAL IMPROVEMENTS | | | |
| RECERTIFICATION | | | |

| | | |
|---|---|---|
| FIELD BOOK:1533 | FIELD BOOK:1570 | PAGE (S): 34-35 |
| PAGE (S): 27-37 | | |
| FIELD DATE: DECEMBER 29, 2025 | PARTY CHIEF: J. SMITH, M. WILLIAMS | DRAWN BY: J. MOLLER |
| CHECKED BY: J. HATTENDORF | | |

TOPOGRAPHIC SURVEY

1300 HERBERT STREET,
PORT ORANGE, FLORIDA

CLIENT: HALL & OGLE ARCHITECTS

PROJECT: 04590
JOB: 25-1148
SCALE: 1"=30'
SHEET: 2 OF 5

FILE: K:/ 25/ 250443 PO SPORTS COMPLEX EXPANSION JM/ 250443.DWG

# TOPOGRAPHIC SURVEY

**FOR**

## HALL & OGLE ARCHITECTS

*ADDITIONAL ABBREVIATIONS– TREE LEGEND*

| | | | | | |
|---|---|---|---|---|---|
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| PNL | LOBLOLLY PINE TREE | MP | MAPLE TREE | BY | BAY TREE |
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TREE TYPE — OK 24 8 — TREE SIZE (INCHES) DIAMETER AT BREAST HEIGHT; MULTIPLE TRUNKS; TREE SYMBOL

0 30 60

PARCEL ID. No.: 630800020020
SCHOOL BOARD OF VOLUSIA COUNTY
PO BOX 2118
DELAND FL 32721 2118

LIMITS OF TOPOGRAPHY

PARCEL ID. No.: 630800020021
CITY OF PORT ORANGE
1000 CITY CENTER CIR
PORT ORANGE FL 32129

LIMITS OF TOPOGRAPHY

ASPHALT PATH

CONC

NOTE:
THIS SURVEY IS NOT VALID WITHOUT SHEETS 1 TO 5

FILE: K:/ 25/ 250443 PO SPORTS COMPLEX EXPANSION JM/ 250443.DWG


SLIGER & ASSOCIATES, INC.
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www.sligerassociates.com


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| ADDITIONAL TOPOGRAPHY | DECEMBER 29, 2025 | 25-1148 | J. HATTENDORF |
| FOUNDATION LOCATION | | | |
| FINAL IMPROVEMENTS | | | |
| RECERTIFICATION | | | |

| | | |
|---|---|---|
| FIELD DATE: DECEMBER 29, 2025 | FIELD BOOK:1533 | FIELD BOOK:1570 |
| PARTY CHIEF: J. SMITH, M. WILLIAMS | PAGE (S): 27-37 | PAGE (S): 34-35 |
| DRAWN BY: J. MOLLER | | |
| CHECKED BY: J. HATTENDORF | | |

TOPOGRAPHIC SURVEY

1300 HERBERT STREET,
PORT ORANGE, FLORIDA

CLIENT: HALL & OGLE ARCHITECTS

PROJECT: 04590
JOB: 25-1148
SCALE: 1"=30'
SHEET: 3 OF 5

# TOPOGRAPHIC SURVEY

**FOR**

## HALL & OGLE ARCHITECTS

315.5' x 950'
299,725 SQ. FT.
6.881 AC

PARCEL ID. No.: 630800020021
CITY OF PORT ORANGE
1000 CITY CENTER CIR
PORT ORANGE FL 32129

CLAY BALL FIELD

BACKSTOP FENCE
CHAINLINK 10'

ASPHALT PATH

HEADWALL
INV.=22.04'

12"x18" RCP PIPE
(EXPOSED) TOP=23.28'

HEADWALL
INV.=22.03'

0 30 60

N

GATE

FENCE CHAINLINK 6'

LIMITS OF TOPOGRAPHY

PARCEL ID. No.: 630819000001
COUNTRYSIDE PUD MASTER
HOMEOWNERS ASSOC.
CO: SENTRY MANAGEMENT INC
2180 W SR 434 STE 5000
LONGWOOD FL 32779

BENCH MARK #13
ELEVATION = 22.69' (1988 NAVD)
SET 5/8" IRON ROD & CAP
"LB 3019"
N:1742947.95
E:650930.90

FLORIDA POWER & LIGHT
COMPANY EASEMENT (230')
O.R.B. 1544, PG. 84

230.00'

50.00'

50' ACCESS EASEMENT

PARCEL ID. No.: 630800060010
CITY OF PORT ORANGE
1000 CITY CENTER CIR
PORT ORANGE FL 32129

WOOD BOLLARD
12" (TYPICAL)

FIBER OPTIC CABLE
BOX & MARKER

48" RCP

INLET
TOP=22.45'
W.INV.=17.56'
S.INV.=17.45'

TOP OF BANK

TOE OF SLOPE

MES
INV.=16.22'

MES
INV.=18.02'

TREE LINE

MES
INV.=17.60'

PARCEL ID. No.: 630800000020
PORT ORANGE PROPERTY DEV INC
CO: CITY MANAGER
1000 CITY CENTER CIR
PORT ORANGE FL 32129

INLET
TOP=25.62'
N.INV.=INACCESSIBLE
E.INV.=21.48'
S.INV.=21.45'

15" HDPE

18" HDPE

30" RCP

INLET
TOP=22.60'
N.INV.=17.83'
S.INV.=17.78'

### ADDITIONAL ABBREVIATIONS–TREE LEGEND

| | | | | | |
|---|---|---|---|---|---|
| PNP | POND PINE | UK | UNKNOWN TREE | MG | MAGNOLIA |
| PNL | LOBLOLLY PINE TREE | MP | MAPLE TREE | BY | BAY TREE |
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| CD | CEDAR TREE | BH | BIRCH TREE | MU | MULBERRY TREE |
| DDD | INDICATES TREE IS LIKELY DISEASED, DYING OR DEAD | | | BC | BLACKCHERRY TREE |

TREE TYPE — OK24 8 — TREE SIZE (INCHES) DIAMETER AT BREAST HEIGHT; TREE SYMBOL; MULTIPLE TRUNKS

NOTE:
THIS SURVEY IS NOT VALID WITHOUT SHEETS 1 TO 5

FILE: K:/ 25/ 250443 PO SPORTS COMPLEX EXPANSION JM/ 250443.DWG


SLIGER & ASSOCIATES, INC.
PROFESSIONAL LAND SURVEYORS
3921 NOVA ROAD
PORT ORANGE, FL 32127
(386) 756-0990
LICENSED BUSINESS CERTIFICATION NUMBER 3019

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| SPECIFIC PURPOSE | MAY 22, 2025 | 25-0443 | J. HATTENDORF |
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| ADDITIONAL TOPOGRAPHY | | | |
| FOUNDATION LOCATION | | | |
| FINAL IMPROVEMENTS | | | |
| RECERTIFICATION | | | |

FIELD BOOK:1533 PAGE (S): 27-37
FIELD BOOK:1570 PAGE (S): 34-35
FIELD DATE: DECEMBER 29, 2025
PARTY CHIEF: J. SMITH M. WILLIAMS
DRAWN BY: J. MOLLER
CHECKED BY: J. HATTENDORF

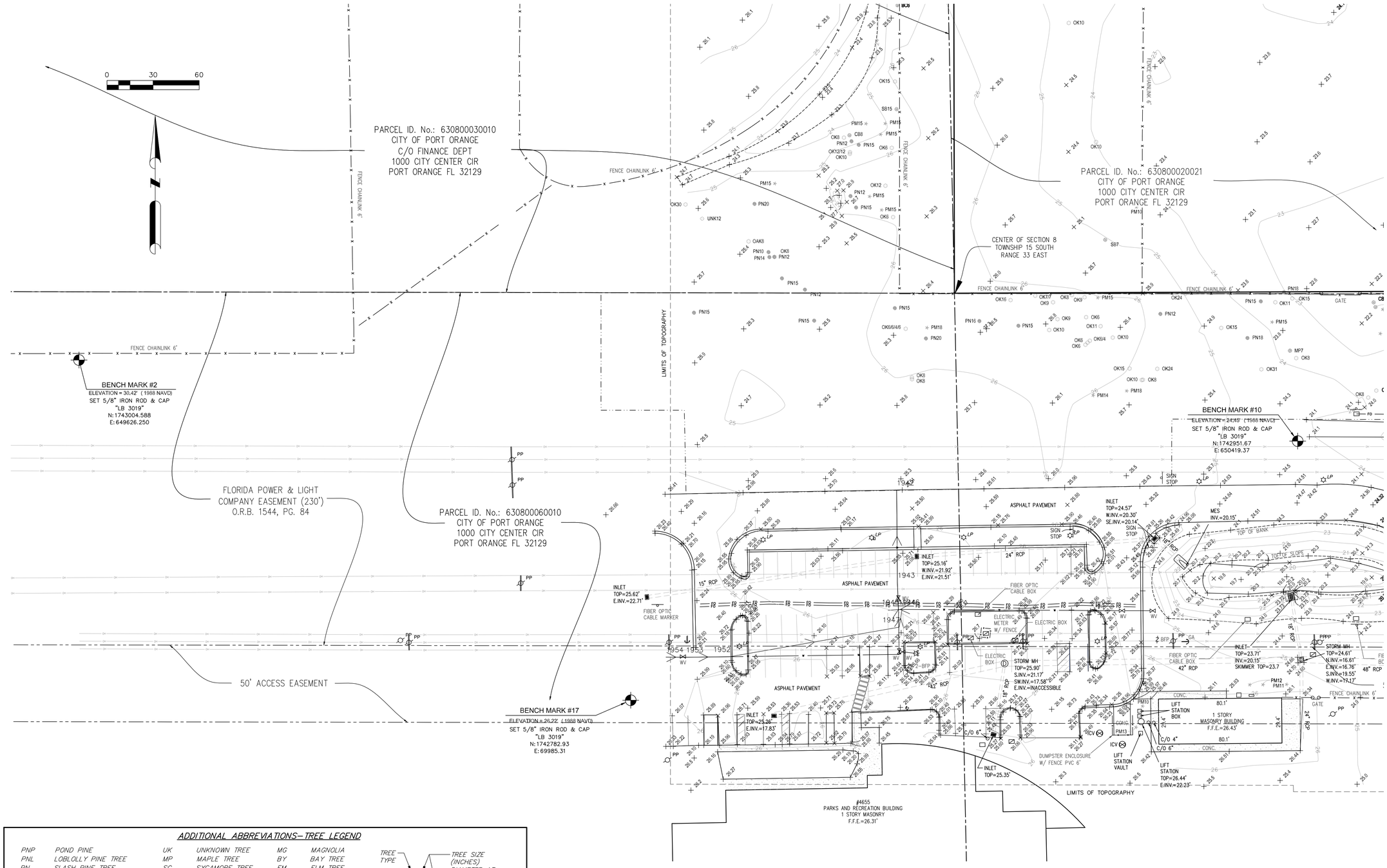
TOPOGRAPHIC SURVEY
1300 HERBERT STREET,
PORT ORANGE, FLORIDA
CLIENT: HALL & OGLE ARCHITECTS

PROJECT: 04590
JOB: 25-1148
SCALE: 1"=30'
SHEET: 4 OF 5

# TOPOGRAPHIC SURVEY

**FOR**

## HALL & OGLE ARCHITECTS




### ADDITIONAL ABBREVIATIONS– TREE LEGEND

| | | | | | |
|---|---|---|---|---|---|
| PNP | POND PINE | UK | UNKNOWN TREE | MG | MAGNOLIA |
| PNL | LOBLOLLY PINE TREE | MP | MAPLE TREE | BY | BAY TREE |
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TREE TYPE — OK24 8 — TREE SIZE (INCHES) DIAMETER AT BREAST HEIGHT; TREE SYMBOL; MULTIPLE TRUNKS

NOTE:
THIS SURVEY IS NOT VALID WITHOUT SHEETS 1 TO 5

FILE: K:/ 25/ 250443 PO SPORTS COMPLEX EXPANSION JM/ 250443.DWG


SLIGER & ASSOCIATES, INC.
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| FINAL IMPROVEMENTS | | | |
| RECERTIFICATION | | | |

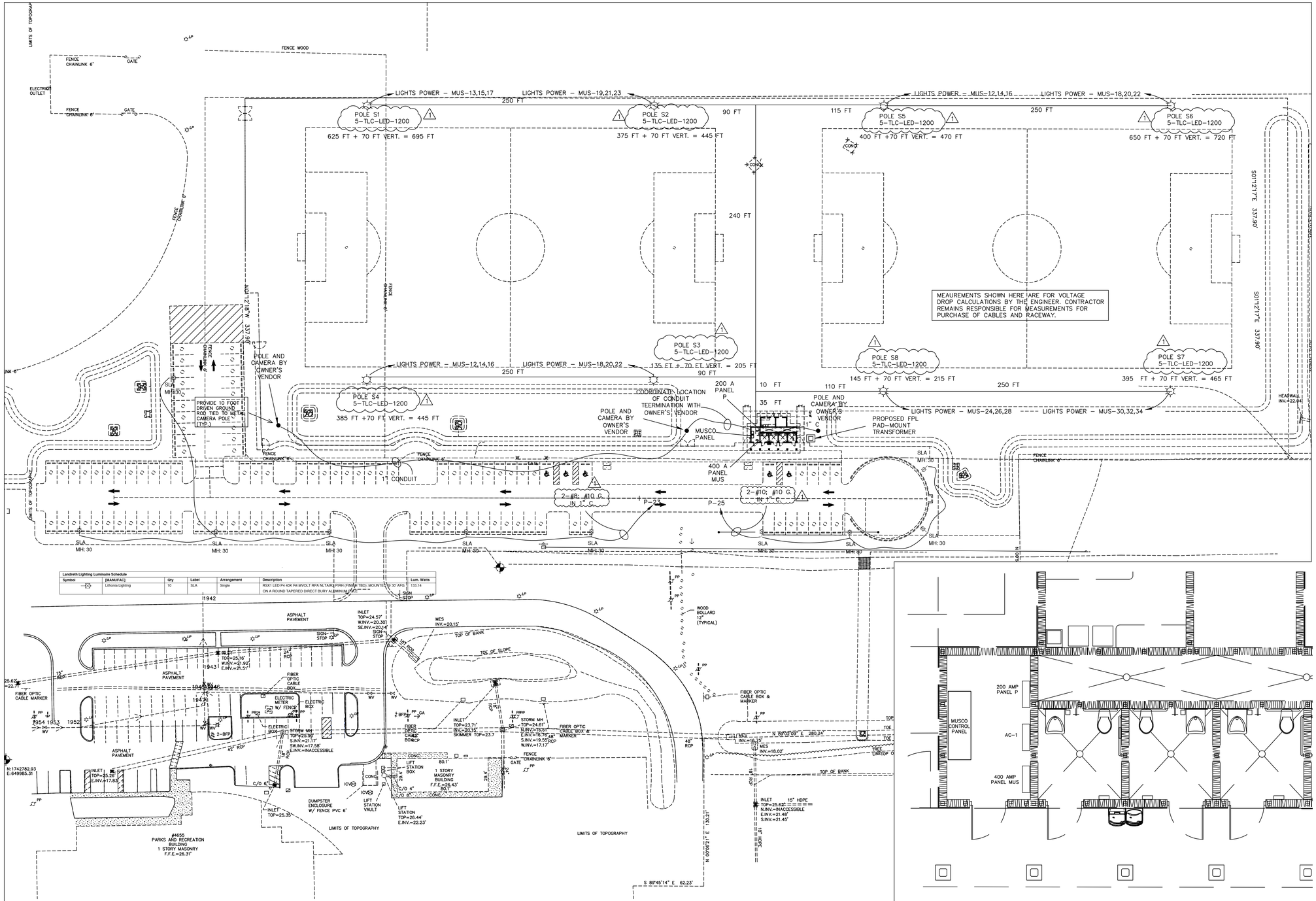
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|---|---|---|---|
| FIELD DATE: DECEMBER 29, 2025 | FIELD BOOK:1533 | | |
| PARTY CHIEF: J. SMITH<br>M. WILLIAMS | PAGE (S): 27-37 | FIELD BOOK:1570 | |
| DRAWN BY: J. MOLLER | | PAGE (S): 34-35 | |
| CHECKED BY: J. HATTENDORF | | | |

TOPOGRAPHIC SURVEY

1300 HERBERT STREET,
PORT ORANGE, FLORIDA

CLIENT: HALL & OGLE ARCHITECTS

PROJECT: 04590
JOB: 25-1148
SCALE: 1"=30'
SHEET: 5 OF 5




ELECTRICAL SITE PLAN

SCALE: 1" = 40'

ELECTRICAL ROOM DETAIL

SCALE: 1/4" = 1'–0"

FOR BIDDING PURPOSES ONLY
NOT FOR CONSTRUCTION


JOHN M. PATTERSON
ELECTRICAL CONSULTANT
1291 JOHN ANDERSON DRIVE
ORMOND BEACH, FL. 32118
(386) 441–2382
FL. REG. PE # 54181



HALL & OGLE
ARCHITECTS, INC.
208 MAGNOLIA AVENUE
DAYTONA BEACH, FLORIDA 32114
PH (386) 255-6163
FAX (386) 255-5650
AA-C000925
www.hoarchitects.com


REVISIONS

| NO. | DATE | DESCRIPTION |
|---|---|---|
| | | DOCUMENT HISTORY |
| 1 | 5/7/26 | ADDENDUM 1 |

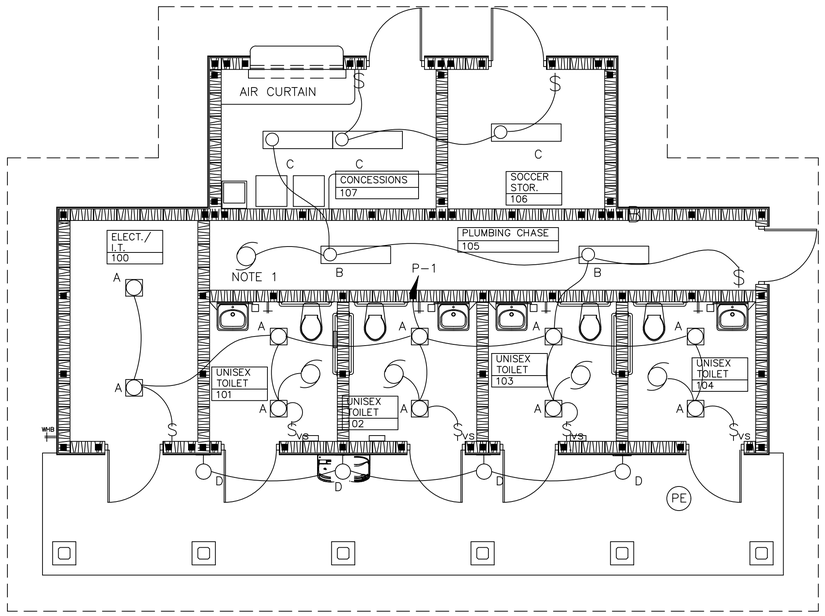
CITY CENTER
SPORTS COMPLEX EXPANSION
PARKS AND RECREATION
CITY OF PORT ORANGE
4625 CITY CENTER DRIVE
PORT ORANGE, FL

ARCHITENGR OF RECORD
JOHN E. HALL AR0010727
DAVID D. OGLE AR93986

| DESIGNED BY | DRAWN BY |
|---|---|
| DO/JMP | DO/JMP |
| ISSUE DATE | AE PROJECT NUMBER |
| 6-MAR-2026 | 2508 |

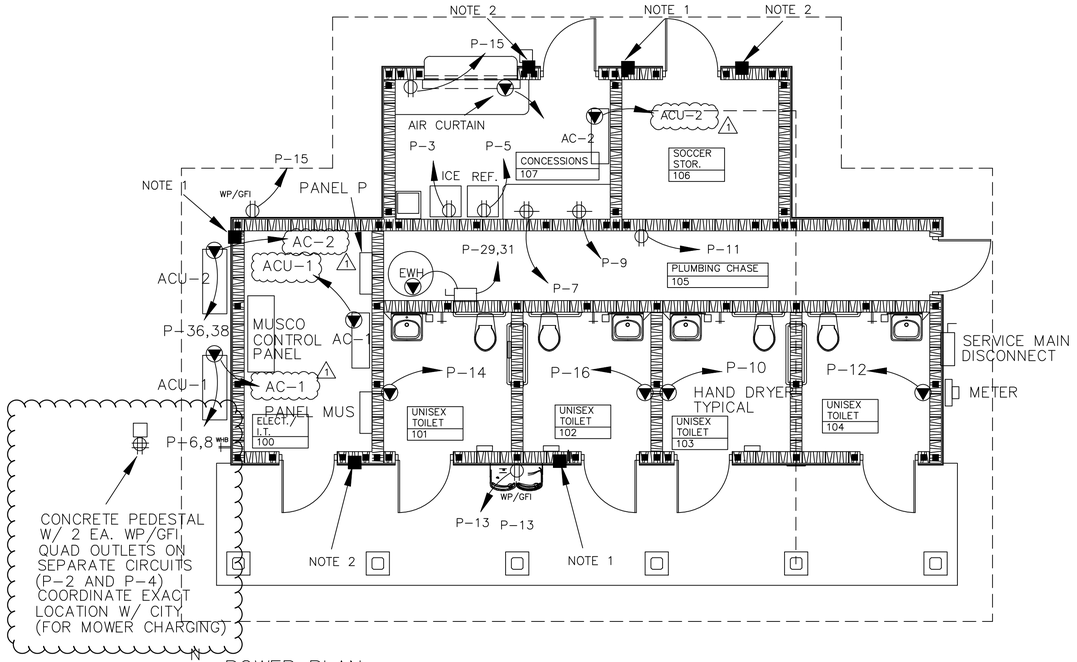
SHEET TITLE
ELECTRICAL SITE PLAN

DRAWING NO.
E1.0




N LIGHTING PLAN

SCALE: 1/4" = 1'-0"




N POWER PLAN

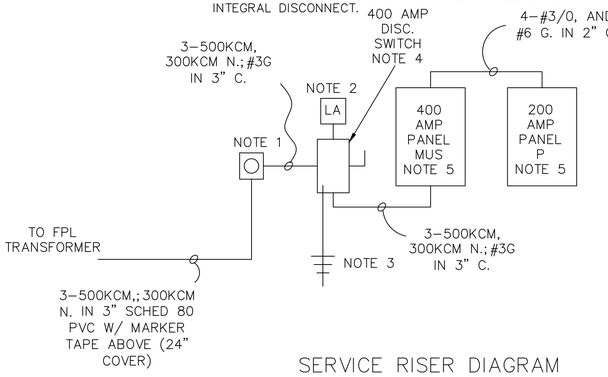
SCALE: 1/4" = 1'-0"

LIGHTING PLAN NOTES

1. CEILING-MOUNTED EXHAUST FANS TO BE CONTROLLED BY LIGHTING CIRCUIT, INCLUDING TURN ON AND OFF BY VACANCY SENSORS. FANS ARE TO BE SUPPLIED WITH INTEGRAL DISCONNECT.

POWER PLAN NOTES

1. CAMERA LOCATION – 4" SQ BOX FLUSH-MOUNTED 8'-0" A.F.F. W/ 3/4" CONDUIT BACK TO ELECT/IT ROOM (TYP. OF 3). COORD. WITH OWNER'S VENDER.
2. 4" SQ BOX FLUSH-MOUNTED 42" A.F.F. W/ 3/4" CONDUIT ACCESS TO DOOR FRAME AND TO DATA LOCATION. COORD. WITH OWNER'S VENDER (TYP. OF 3)




SERVICE RISER DIAGRAM

SERVICE RISER NOTES

1. PROVIDE FPL-APPROVED IN-LINE METER CAN SUITABLE FOR 400 AMP SERVICE AT 120/208 VOLT THREE PHASE, 4-WIRE. COORDINATE PROVISION OF SERVICE LATERAL WITH FP&L.
2. SURGE PROTECTOR TO BE SQUARE D, MODEL SDSA3650.
3. SERVICE GROUND TO BE #1/0 AWG BARE COPPER WIRE CONNECTED TO GROUND AND NEUTRAL LUGS OF NOTE 4 SAFETY SWITCH, TO BUILDING FOOTER REINFORCING STEEL BAR, TO TWO EACH 20-FOOT DRIVEN COPPER ELECTRODES, 20 FEET ON CENTERS, MINIMUM, AND TO METAL WATER ~~PIPE, IF PRESENT.~~ 1
4. PROVIDE 400 AMP FUSED DISCONNECT (FUSED AT 400 AMPS) IN NEMA 3R ENCLOSURE WITH NEUTRAL AND GROUND LUGS, ENCLOSURE TO BE LOCKABLE. IDENTIFY SWITCH AS "SERVICE MAIN DISCONNECT".
5. PANEL MUS TO BE A 120/208 VOLT, 400 AMP, THREE-PHASE, 4-WIRE MLO PANEL IN NEMA 1, SURFACE-MOUNT ENCLOSURE. CIRCUIT AS SHOWN, AND PROVIDE PANEL DIRECTORY UPON COMPLETION OF WORK.
6. OUTSIDE FIXTURES TO BE SWITCHED BY LIGHTING RELAYS ON AT DUSK AND OFF AT DAWN (CONTROLLED BY PHOTOCELL).

FOR BIDDING PURPOSES ONLY
NOT FOR CONSTRUCTION

LIGHTING FIXTURE SCHEDULE

| TYPE | MANUFACTURER | CATALOG NO. | LAMPS | MOUNTING/NOTES |
|---|---|---|---|---|
| A | KITCHLER | 43855-WHLED-30T | LED | CEILING |
| B | CONTRACTOR SELECT | | LED | 4 FT LED STRIP |
| C | CONTRACTOR SELECT | | LED | 4 FT LED WRAPAROUND |
| D | CONTRACTOR SELECT | | LED | WALL-MOUNT AT 6'-6" WALL BRACKET |

SUBMIT CUT SHEETS FOR "CONTRACTOR SELECT" FIXTURES WITH PROPOSAL

1 ALTERNATE PROPOSALS
BIDDERS SHOULD QUOTE THE ELECTRICAL WORK AS SPECIFIED. ALTERNATE BIDS SHOULD BE SPECIFIC AND PRICED, EITHER UP OR DOWN, WITH CUT SHEETS AND ADEQUATE DEFINITION

PANEL: MUS
MFG. SIEMENS (SQ D OR) VOLTAGE 120/208 PHASE 3 WIRE 4
CAT. VARIES AMPS. 400 SYM. A.I.C. (I.E.R.) 22,000
MOUNT SURFACE NEMA 1 MAIN M.L.O. GRD. BUS X
42 CCT PANEL

| CT | DESCRIPTION | POLE | AMPS | WIRE | COND | AMPS ØA | ØB | ØC | |
|---|---|---|---|---|---|---|---|---|---|
| 1,3,5 | PANEL P | 3 | 200 | #3/0 | 2" | 100 | 100 | 100 | |
| 7,9,11 | SPARE | 1 | 20 | – | – | | | | 1 |
| 2,4,6 | SPARE | 1 | 20 | – | – | | | | |
| 8 | SPARE | 1 | 20 | – | – | | | | |
| 10 | MUSCO CONTR PANEL | 1 | 20 | #12 | 1/2" | | | | CONTROL POWER |
| 13,15,17 | POLE S1 LIGHTS | 3 | 40 | #2 | 2" | 26.5 | 26.5 | 26.5 | VIA MUSCO PANEL |
| 19,21,23 | POLE S2 LIGHTS | 3 | 40 | #4 | 2" | 26.5 | 26.5 | 26.5 | VIA MUSCO PANEL |
| 25,27,29 | POLE S3 LIGHTS | 3 | 40 | #6 | 1&1/2" | 26.5 | 26.5 | 26.5 | VIA MUSCO PANEL |
| 31,33,35 | POLE S4 LIGHTS | 3 | 40 | #3 | 2" | 26.5 | 26.5 | 26.5 | VIA MUSCO PANEL |
| 12,14,16 | POLE S5 LIGHTS | 3 | 40 | 1 #3 | 2" | 27.75 | 27.75 | 27.75 | VIA MUSCO PANEL |
| 18,20,22 | POLE S6 LIGHTS | 3 | 40 | #1 | 2" | 27.75 | 27.75 | 27.75 | VIA MUSCO PANEL |
| 24,26,28 | POLE S7 LIGHTS | 3 | 40 | #6 | 1&1/2" | 27.75 | 27.75 | 27.75 | VIA MUSCO PANEL |
| 30,32,34 | POLE S8 LIGHTS | 3 | 40 | #3 | 2" | 27.75 | 27.75 | 27.75 | VIA MUSCO PANEL |
| | | | | | | | | | |
| | FOR EASE OF PULLING | | | | | | | | |
| | | | | | | 323 | 323 | 321 | |

* CONTROL POWER MAY NOT BE RUN IN SAME CONDUIT AS LIGHT POWER;
* CONTROL POWER MUST BE ON DEDICATED CIRCUITS

PANEL: P
MFG. SIEMENS (SQ D OR) VOLTAGE 120/208 PHASE 3 WIRE 4
CAT. VARIES AMPS. 200 SYM. A.I.C. (I.E.R.) 22,000
MOUNT SURFACE NEMA 1 MAIN M.L.O. GRD. BUS X
42 CCT PANEL

| CT | DESCRIPTION | POLE | AMPS | WIRE | COND | ØA | ØB | ØC | |
|---|---|---|---|---|---|---|---|---|---|
| 1 | LIGHTS | 1 | 20 | #12 | 1/2" | 8 | | | |
| 3,5 | OUTLETS | 1 | 20 | #12 | 1/2"5 | | 5 | 5 | 1 |
| 2,4 | MOWER CHARGERS | 1 | 20 | #12 | 3/4" | 3 | 3 | | |
| 6,8 | ACU-1 | 2 | 30 | #10 | 3/4" | 19 | | 19 | |
| 10,12 | HAND DRYER | 1 | 20 | #12 | 1/2" | | 8 | 8 | |
| 14,16 | HAND DRYER | 1 | 20 | #12 | 1/2" | 8 | 8 | | |
| 18 | SPARE | 1 | 20 | – | – | | | | |
| 7,9 | OUTLETS | 1 | 20 | #12 | 1/2" | | 5 | 5 | |
| 11,13,15 | OUTLETS | 1 | 20 | #12 | 1/2" | 5 | 5 | 5 | |
| 17,19,21 | SPARE | 3 | 20 | – | – | | | | |
| 20,22,24 | SPARE | 1 | 20 | – | – | | | | |
| 26,28,30 | SPARE | 1 | 20 | – | – | | | | |
| 23,25 | PARKING LOT | 1 | 20 | SEE PLAN | | 5 | | 7 | |
| 32,34 | SPARE | 2 | 20 | – | – | 1 | 1 | | 1 |
| 36,38 | ACU-2 | 2 | 30 | #10 | 3/4" | 19 | | 19 | |
| 29,31 | WATER HEATER 3KW | 2 | 30 | #10 | 3/4" | 19 | | 19 | |
| 33,35 | AIR CURTAIN | 2 | 15 | #10 | 3/4" | | 5 | 5 | CONFIRM RATING |
| 37,39,41 | PREPARED SPACE | | | | | | | | |
| REST | PREPARED SPACE | | | | | | | | |
| | | | | | | 87 | 40 | 92 | |

JOHN M. PATTERSON
ELECTRICAL CONSULTANT
1291 JOHN ANDERSON DRIVE
ORMOND BEACH, FL. 32118
(386) 441-2382
FL. REG. PE # 54181

HALL & OGLE ARCHITECTS, INC.
208 MAGNOLIA AVENUE
DAYTONA BEACH, FLORIDA 32114
PH.(386) 255-6163
FAX.(386)257-5690
AA-C000925
www.hoarchitects.com

REVISIONS

| NO. | DATE | DESCRIPTION |
|---|---|---|
| 1 | 5/7/26 | ADDENDUM 1 |

DOCUMENT HISTORY

CITY CENTER
SPORTS COMPLEX EXPANSION
PARKS AND RECREATION
CITY OF PORT ORANGE
4625 CITY CENTER DRIVE
PORT ORANGE, FL

ARCHENGR OF RECORD
JOHN E. HALL AR0010727
DAVID D. OGLE AR93986

| DESIGNED BY | DRAWN BY |
|---|---|
| DO/JMP | DO/JMP |

| ISSUE DATE | AE PROJECT NUMBER |
|---|---|
| 6-MAR-2026 | 2508 |

SHEET TITLE
POWER AND LIGHTING PLAN

DRAWING NO.
E2.0

# SOLICITATION REQUEST FORM
## (ITB, RFP, RFSQ, ITN)

# 26-07
(# will be assigned by Purchasing Division)

**Assigned Purchasing Lead:** Rita Cooper

| **Section 1: Solicitation Name, Scope, Type** | |
|---|---|
| Project name: | City Center Sports Complex Expansion |
| General scope of project: | Build multipurpose field, restroom/concession facility, and additional parking lot area at City Center Sports Complex adjacent to the REC Building |
| Type of project: | ☑ *ITB* ☐ *RFP* ☐ *RFSQ Design/Professional Services (engineering, architect, surveying, landscape)* ☐ *ITN* |
| | ☑ *Capital* ☐ *Non-Capital* |

| **Section 2: Solicitation Information** | |
|---|---|
| Requested by: | Peter Ferreira |
| Department: | Parks & Recreation |
| Special Legal Ad: | ☐ Y or ☑ N *Per 180.24FS, see below *Section 9: Solicitation FAQ* |
| Estimated cost: | $1,500,000 to $2,000,000.00 |
| Bid Bond: | ☑ Y or ☐ N (To be determined by Purchasing) |
| Grant funded: | ☐ Y or ☑ N *(If yes, list date & requirements)* Deadline Date: |
| | Type / Special Requirements: |
| Fund Account: | 321 - bond fund |
| Project#: | PB250 |
| City Project Manager: | Peter Ferreira |
| Contract Administrator: | Jennifer Cox |
| Project Inspector: | |
| Blueprint provided by: | |
| Engineer of Record: | Hall & Ogle Architects |

| **Section 3: List of Evaluation Committee Members (RFP/RFSQ/ITN) (Minimum 3)** | |
|---|---|
| Committee Member 1: | N/A |
| Committee Member 2: | |
| Committee Member 3: | |
| Committee Member 4: | |
| Committee Member 5: | |

## Section 4: Suggested Solicitation Dates

**All dates are subject to scheduling and availability**

| | | |
|---|---|---|
| Release date urgency: | ☐ High ☑ Medium ☐ Low | Suggested Date: |
| Pre-Solicitation Conference Requested: | ☑ Y or ☐ N (Purchasing may decide to hold one even if dept. doesn't require it.) | |
| Pre-Solicitation Conference date: | TBD | Site Visit: ☑ Y or ☐ N Mandatory: ☑ Y or ☐ N |
| Due date/opening: | TBD | |
| Delivery/Completion: | TBD | |
| Award to Council: | | *Note: funding source must be listed on the agenda summary* |

## Section 5: Creating Details/Specifications/Scope of Work

☑ *Project Manager* ☑ *Project Engineer/Architect* ☐ *Other* _____ ☐ *Assistance from Purchasing**

**The department provides the specifications/scope of work to Purchasing in **Word** format. Purchasing reviews the specifications/scope of work, incorporates them into the draft of the solicitation and distributes and advertises it. If the Project Manager, Engineer or Architect prepares the specifications/scope of work, the department must review and approve them and ensure Purchasing receives a **Word** copy for incorporation into the solicitation draft.*

## Section 6: Contract Type, Term, Completion Time

***** Discuss with Legal Dept. prior to releasing the solicitation to ensure the appropriate contract is placed in the solicitation document *****

Contract Type: ☐ *Standard services (Supplies/Services)* ☐ *EJCDC (Engineers Joint Contract Document Committee) (Site/Structures & Design Build)* ☑ *AIA (American Institute of Architects) (Building construction)*

| | |
|---|---|
| Contract Term: | 365 days |
| Renewal Options: | |
| (Days) Substantial Completion: | 365 days |

P&P Bond: ☑ Y or ☐ N *Payment and Performance Bonds are required for construction projects on public property

** If the project engineer is responsible for contract administration and project inspection services, ascertain that the contract with the engineer provides for that service. If not, the Engineer's Contract needs to be approved by the City Manager.*

## Section 7: Suggested Bidder's List (include email address of potential bidder)

| | |
|---|---|
| Bidder: | Paul Culver Construction Inc, paul@paulculverconstruction.com, 376-763-4190 |
| Bidder: | A.G. Pifer Construction Co., Inc.; agpiferinc@gmail.com, 386-257-4448 |
| Bidder: | |
| Bidder: | |
| Bidder: | |
| Bidder: | |

## Section 8: Director's Approval

☑ Approved ☐ Rejected Date: 3/26/26 Susan Lovallo

Director's Name

X _____

Director's Signature

## Section 9: Solicitation FAQ

**Who fills out the Solicitation Request Form?**
Sections 1-7 are to be completed by the Project Manager/Director.

**When do I use this form?**
When purchases exceed $100,000 and do not fall under the exclusions listed in City Ordinance 2023-02. Ex: (Sole source, piggyback, utilities, travel, postage, registration fees, etc.)

**How do I submit this form?**
After Director/Department Head signs approval of Solicitation Request Form, the department sends an email to purchdiv@port-orange.org to request a Bid Kick-Off Meeting. The draft Solicitation Request Form must be attached to this email. Purchasing will contact the department within 10 days of receipt of the email to setup the Bid Kick-Off Meeting. The Solicitation Request Form will be reviewed in detail during the Bid Kick-Off Meeting. If edits to the form are needed, the department makes the edits and submits the completed form to CivicClerk in the Bid Requests section of Contract Management. The department will also include with the request the Scope of Work/Specifications for the solicitation.

**How early should I plan for an ITB/RFP/RFSQ/ITN?**
Departments should allow for at least 90 days from *receipt of bid specifications* to *opening* (120 days for council award date). An additional 30-60 days should be allowed for RFPs, RFSQs, and ITNs.

**Advertising:**
Florida Statutes mandate that Capital Projects with a projected cost of under $200,000 shall be publicly advertised for a minimum of ten (10) days; over $200,000 Twenty-one (21) days and over $500,000 a minimum of thirty (30) days prior to bids being opened.

Per 180.24FS, public utility projects require additional advertising: two (2) consecutive ads *or* postings in three (3) conspicuous places around city hall, one (1) of which shall be the door of city hall. 180.07FS Examples: solicitations for jails, airports, hospitals, golf courses, reservoirs, pump stations, pipelines, & water/reclaim/sewage systems.

**Distribution/Release:**
The City is currently using DemandStar www.demandstar.com for releasing solicitation documents/addenda on the internet and the Hometown News to release the legal advertisement. Solicitation documents are also posted on the Purchasing Division's web page.

**Specifications:**
Document specifications should be sent to the assigned Purchasing Representative in WORD file format.

**One envelope solicitation process**:
One envelope shall be submitted. The envelope contains required forms, technical and price information. The envelopes from all timely bidders will be opened and read aloud at the time of the solicitation opening.

**CCNA**:
The City of Port Orange is also governed by Florida Statutes 287.055 the Consultants Competitive Negotiations Act, as the method of selecting architects, engineers, land surveyors and landscape architects.

**Design-Build:**
The City has written and enacted a set of Design-Build Policies and Procedures which sets forth very specific requirements the City must use for a design-build type of bid or contract. This was done to comply with Florida Statutes, Chapter 287.055 as amended; Consultants Competitive Negotiation Act. Public announcement/advertisement shall be made:

- If planning or study activity for professional services exceeds $35K
- If basic construction costs estimated by the agency exceeds $325K

**Grants**:
Grant Money Bids and Projects also have their own set of governing laws and regulations which require the City's compliance. The compliance with these laws is strictly the Project Manager's responsibility. The Project Manager must familiarize himself/herself with each and every grant to ensure that the City not only complies with those rules but fulfills every requirement that those grants contain so as not to forfeit the money that they bring.

**Bonds:**
When bid bond/deposits are required they are advertised in the public notices inviting bids. Normally, if a bid bond/deposit is required, it is in the amount of five (5%) percent of the bid amount. Payment and Performance Bonds are required for construction projects on public property in the amount equal to one hundred percent (100%) of the total contract amount unless stated otherwise in the solicitation documents.

Payment and Performance Bonds must also be recorded in the Office of the Clerk of the Circuit Court, Volusia County, Florida. Required bonds are included in the Invitation to Bid notice which will appear in a locally distributed newspaper.

**Public Entity Crimes Form:**
Every acquisition with Federal funds equal to or greater than $10,000.00 and all formal solicitations must have a signed, notarized Public Entity Crimes Form.

**Drug Free Tie Bid Form**:
The Drug Free Tie Bid Preference Form is in accordance with Section 287.087, Florida Statutes and became law in January 1991. It is used in determining tiebreaker in the event of tie bids.

**2026 FLORIDA PROFIT CORPORATION ANNUAL REPORT**

**FILED**
**Mar 26, 2026**
**Secretary of State**
**5553019676CC**

DOCUMENT# P20000011379

**Entity Name:** ALL STATE CIVIL CONSTRUCTION, INC.

**Current Principal Place of Business:**

1301 BEVILLE RD. SUITE 16
DAYTONA BEACH, FL 32119

**Current Mailing Address:**

1301 BEVILLE RD. SUITE 16
DAYTONA BEACH, FL 32119 US

**FEI Number: 84-4099160**

**Certificate of Status Desired:** No

**Name and Address of Current Registered Agent:**

KEZIAH, REBECCA S
1301 BEVILLE RD. SUITE 16
DAYTONA BEACH, FL 32119 US

*The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.*

SIGNATURE: REBECCA S KEZIAH 03/26/2026

Electronic Signature of Registered Agent — Date

**Officer/Director Detail :**

| | | | |
|---|---|---|---|
| Title | PRESIDENT | Title | TREASURER |
| Name | MEHEGAN, CHRISTOPHER | Name | ANDERSON, MICHAEL RYAN |
| Address | 3602 SOCHA WAY | Address | 6172 DEL RIO DRIVE |
| City-State-Zip: | PORT ORANGE FL 32129 | City-State-Zip: | PORT ORANGE FL 32127 |

*I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am an officer or director of the corporation or the receiver or trustee empowered to execute this report as required by Chapter 607, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.*

SIGNATURE: CHRISTOPHER R. MEHEGAN PRESIDENT 03/26/2026

Electronic Signature of Signing Officer/Director Detail — Date

| | |
|---|---|
| **From:** | McCall, Anthony |
| **To:** | Lovallo, Susan; Ferreira, Peter; Cox, Jennifer |
| **Cc:** | Wang, Sue |
| **Subject:** | ITB 26-07 City Center Sports Complex Expansion - Bid Amounts |
| **Date:** | Friday, May 15, 2026 4:27:23 PM |
| **Attachments:** | Outlook-3udijoer.png |

---

Team,

The bid amounts by contractor are listed below.

- All State Civil Construction, inc.: $3,636,028.16
- Paul Culver Construction, Inc.: $3,660,000
- Persons Service Corp.: $3,675,278.07
- A.G. Pifer Construction:  $3,996,000
- Legacy Sports Construction: $4,730,560

Thanks,

**Anthony McCall, CPP**
Purchasing Agent
Finance Department
City of Port Orange
1000 City Center Circle
Port Orange, FL 32129
Phone: 386-506-5717
Email: amccall@port-orange.org and purchdiv@port-orange.org
Website: www.port-orange.org

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 05/20/2026

**THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.**

**IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).**

| PRODUCER | CONTACT NAME: Crystal Pounders | |
|---|---|---|
| Kelly White & Associates Insurance, LLC<br>1622 Hickman Road<br>Jacksonville FL 32216 | PHONE (A/C, No, Ext): 904-880-8881 FAX (A/C, No):<br>E-MAIL ADDRESS: crystal@kwhiteinsurance.com | |
| | **INSURER(S) AFFORDING COVERAGE** | **NAIC #** |
| | INSURER A : RLI Insurance Co AM Best A+ XI | |
| **INSURED**<br>All-State Civil Construction, Inc.<br>1301 Beville Rd. Suite 16<br>Daytona Beach FL 32119 | INSURER B : Progressive Express Ins Company | |
| | INSURER C : | |
| | INSURER D : Manufacturers Alliance Insurance Co | |
| | INSURER E : AGCS Marine Insurance Company | |
| | INSURER F : | |

**COVERAGES** **CERTIFICATE NUMBER:** ALL-26052011423743 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| A | X COMMERCIAL GENERAL LIABILITY<br>[ ] CLAIMS-MADE [X] OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br>[ ] POLICY [X] PRO-JECT [ ] LOC<br>[ ] OTHER: | X | | MLP0200533 | 02/21/2026 | 02/21/2027 | EACH OCCURRENCE<br>DAMAGE TO RENTED PREMISES (Ea occurrence)<br>MED EXP (Any one person)<br>PERSONAL & ADV INJURY<br>GENERAL AGGREGATE<br>PRODUCTS - COMP/OP AGG | $ 1,000,000<br>$ 100,000<br>$ 5,000<br>$ 1,000,000<br>$ 2,000,000<br>$ 2,000,000 |
| B | AUTOMOBILE LIABILITY<br>[ ] ANY AUTO<br>[ ] OWNED AUTOS ONLY [X] SCHEDULED AUTOS<br>[X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY | X | | 860828077 | 07/31/2025 | 07/31/2026 | COMBINED SINGLE LIMIT (Ea accident)<br>BODILY INJURY (Per person)<br>BODILY INJURY (Per accident)<br>PROPERTY DAMAGE (Per accident)<br>PIP | $ 1,000,000<br>$<br>$<br>$<br>$ 10,000 |
| | [ ] UMBRELLA LIAB [ ] OCCUR<br>[ ] EXCESS LIAB [ ] CLAIMS-MADE<br>DED [ ] RETENTION $ | | | | | | EACH OCCURRENCE<br>AGGREGATE | $<br>$ |
| D | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N: N<br>(Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below | N / A | X | 1441534Y | 02/16/2026 | 02/16/2027 | X PER STATUTE [ ] OTH-ER<br>E.L. EACH ACCIDENT<br>E.L. DISEASE - EA EMPLOYEE<br>E.L. DISEASE - POLICY LIMIT | <br>$ 1,000,000<br>$ 1,000,000<br>$ 1,000,000 |
| E | Inland Marine | | | MXI9307982457325 | 03/10/2026 | 03/10/2027 | | Scheduled |

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**

For bidding purposes only

**CERTIFICATE HOLDER**

City of Port Orange
Purchasing Divison
1000 City Center Circle
Port Orange FL 32129

**CANCELLATION**

**SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.**

**AUTHORIZED REPRESENTATIVE**

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# CITY COUNCIL AGENDA ITEM

**COUNCIL MEETING DATE 6/2/2026**

**SUBJECT:** (B7e) Approval of Amendment No. 1 to Task Authorization No. 6 to Paul Culver Construction Co., Inc. for Fire Suppression System Modifications at the YMCA

**DEPARTMENT:** Parks & Recreation

**GOAL:** 1 - Public Safety

**RECOMMENDED MOTION:** Move to approve an Amendment to Task Authorization No. 6 with Paul Culver Construction, Inc. for an amount not to exceed $145,398.00, for fire suppression system modifications at the YMCA, and authorize the Mayor and City Clerk to execute the associated documents.

**SUMMARY:** Staff is requesting approval of Amendment No. 1 to Task Authorization (TA) No. 6 to ITB #24-01 with Paul Culver Construction, Inc. under the City's Master Contract for Small Construction Projects, in an amount not to exceed $55,698, for the additional required upgrades and modifications to the fire suppression system at the YMCA. The total of the project with the amendment to the task authorization will not exceed $145,398.00.

The modifications include providing required upgrades to the existing sprinkler system, additional smoke detectors, alarm pull stations, fire alarm speakers and strobes, additional emergency lights and other fire suppression items. All upgrades and modifications have been required by the City Fire Marshal pursuant to current National Fire Protection Association (NFPA) code requirements.

Upon approval and issuance of the Notice to Proceed, the work is anticipated to be completed within 60 days, increasing the total days by 30.

PRESENTER: Susan Lovallo

**ATTACHMENTS:**

| | | |
|---|---|---|
| 1. | Paul Culver Construction, Inc. Amendment No 1 to Task Authorization No 6 - YMCA Fire Alarm Modifications | Paul Culver Construction, Inc. Amendment No 1 to Task Authorization No 6 - YMCA Fire Alarm Modifications.pdf |
| 2. | Task Authorization No. 6 Paul Culver Construction, Inc. | Task Authorization No. 6 Paul Culver Construction, Inc..pdf |
| 3. | YMCA Required Additional Work | YMCA Required Additional Work.pdf |

| | | |
|---|---|---|
| 4. | Paul Culver Construction contract (4) | Paul Culver Construction contract (4).pdf |
| 5. | Paul Culver Construction Renewal (2) | Paul Culver Construction Renewal (2).pdf |
| 6. | Sunbiz - Paul Culver | Sunbiz - Paul Culver.pdf |
| 7. | Culver 10.2.25 | Culver 10.2.25.pdf |
| 8. | Paul Culver ALL 02.10.27 | Paul Culver ALL 02.10.27.pdf |

| | |
|---|---|
| Jennifer Cox | Created/Initiated - 05/11/2026 |
| Susan Lovallo | Approved - 05/12/2026 |
| Sue Wang | Approved - 05/12/2026 |
| Matthew Jones | Approved - 05/26/2026 |
| Wayne Clark | Final Approval - 05/28/2026 |

**AMENDMENT NO. 1 TO TASK AUTHORIZATION NO. 6**
**OF STANDARD CONTRACT DATED FEBRUARY 14, 2017**

**THIS AMENDMENT NO. 1** ("2026 Amendment") is made and entered into the day and year set forth hereinafter by and between the **CITY OF PORT ORANGE, FLORIDA**, a Florida municipal corporation located at 1000 City Center Circle, Port Orange, Volusia County, Florida 32129-4144 (the "City"), and **PAUL CULVER CONSTRUCTION, INC.** ("Contractor"), a Florida corporation, whose principal address is 201 Osceola Avenue, Florida 32114, collectively the "Parties."

WHEREAS, the Parties entered into a Standard Contract for Services for General Contracting Services for Small Projects, pursuant to RFP 24-01, which has an initial term commencing on March 5, 2024 and continuing for a period of two (2) years, and which may be renewed upon written agreement of the Parties and budget appropriation for up to three (3) one-year periods; and

WHEREAS, on the 23rd day of 2025, the Parties executed a City of Port Orange Renewal Form for the first of three available renewal options, to continue services for the period through March 2, 2027; and

WHEREAS, on the 13th day of January 2026, the Parties entered into Task Authorization No. 6 to the Standard Contract for Services for YMCA Fire Alarm Modification Services ("Task Authorization"), with services to be completed within 30 days from the date of written Notice to Proceed issued by the City to the Contractor, in an amount not to exceed $89,700.00; and

WHEREAS, the Parties desire to amend Task Authorization No. 6 to include additional emergency lights, extending and repairing existing soffit/ceiling, and providing a fire sprinkler permit for compliance with the City Fire Marshall requirements, increasing the amount for the additional services by $55,698.00, for a revised total amount not to exceed $145,398.00, and amend the services completion date from 30 days from the date of written Notice to Proceed, to 60 days to allow for completion of the project; and

WHEREAS, the Port Orange City Council has determined that the execution of this 2026 Amendment is beneficial to the citizens of the City of Port Orange.

**NOW, THEREFORE**, the Parties, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, agree as follows:

The foregoing recitals are true and correct and incorporated herein.

1. The scope of Task Authorization No. 6 is hereby amended to include additional emergency lights, extending and repairing existing soffit/ceiling, and providing a fire sprinkler permit for compliance with the City Fire Marshall requirements, and as more specifically described in Contractor's quote dated March 8, 2026, attached hereto as Exhibit "1."

2. The term of Task Authorization No. 6 is hereby amended from 30 days from the date of written Notice to Proceed, to 60 days to allow for completion of the project.

3. In return for the services identified above, City agrees to increase the amount of Task Authorization No. 6 from $89,700.00, by an amount of $55,698.00, for a revised total amount not to exceed $145,398.00.

4. *Counterparts*. This 2026 Amendment may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same instrument. The delivery by facsimile or e-mail of an executed copy of this 2026 Amendment shall be deemed

valid as if an original signature was delivered. No contract shall be formed between Contractor and the City until the City signs this 2026 Amendment.

5. All other terms and conditions of the Contract shall remain in full force and effect.

**IN WITNESS WHEREOF**, the Parties hereto have signed, sealed, and delivered this 2026 Amendment on the day and year stated hereinafter.

Witnesses:

**PAUL CULVER CONSTRUCTION, INC.**

_____ By:_____

Printed Name:_____ Paul K. Culver, President

*If this Contract is signed by an individual not identified as an Officer of the Entity in the records of the Florida Department of State, Division of Corporations, please provide written authorization for that individual to enter into contracts on behalf of the Entity.*

_____

Printed Name:_____ Date:_____

***Please note that at this time the City does not accept electronic/digital signatures. A wet signature is required for this document.***

**CITY OF PORT ORANGE**

By:_____
Scott Stiltner, Mayor

Date:_____

**ATTEST:**

By:_____
Robin L. Fenwick, MMC, City Clerk

Date:_____

# EXHIBIT "1"

## Contractor's Quote

Consisting of 2 Pages

PAUL CULVER CONSTRUCTION, INC.
QUALITY WORK BY SKILLED CRAFTSMEN. EST 2005.
License # CGC 059149

May 08, 2026

Kevin Sweat
City of Port Orange Parks Manager
City of Port Orange
1395 Dunlawton Avenue
Port Orange, FL 32129

ksweat@port-orange.org



**RE: YMCA – Additional Work Required by Fire Inspector**

Dear Kevin:

We have visited the site to familiarize ourselves with the existing conditions and are pleased to submit the following proposal to provide all Labor, Materials, Equipment, Tools, Taxes, Insurance & Permits necessary to complete the following work for a lump sum price of **FIFTY FIVE THOUSAND SIX HUNDRED NINETY EIGHT DOLLARS & 00/100's ($55,698.00)** as follows:

**GENERAL CONDITIONS** **$ 2,744**
- Supervision (2 Days)
- Project Management and Coordination (1 Week)

**ARCHITECTURAL** **$ 6,950**
- Provide Life Safety Plan

**FIRE SPRINKLER** **$ 6,790**
- Provide Fire Sprinkler Inspection
- Provide and Install 8 New Sprinkler Heads
- Replace Exterior Alarm Bell
- Replace 20 Sprinkler Heads in Children's Area
- All Sprinkler Heads to be Dusted
- Sprinkler Head As-Built to be Provided

**ELECTRICAL** **$ 28,438**
- Install 1 Annunciator Panel
- Provide and Install 6 Smoke Detectors
- Install 3 Fire Alarm Pull Stations
- Install Co2 Device
- Install Control Module
- Install 9 Fire Alarm Speaker/Strobes
- Upgrade Batteries to Carry the Additional Devices
- Install 2 Recess Can Lights
- Provide and Install 4 New Emergency Light (1 Front Door and 3 multi-purpose rooms)
- Provide and Install 1 New Exit Light in Children's Area

**ELECTRICAL CONTINUED**

- Provide and Install 4 New High-Lumen Emergency Lights in Wellness Area
- Fire Alarm and Emergency Lighting As-Built to be Provided

**MISCELLANEOUS** **$ 6,890**

- Extend & Repair Existing Soffit/Ceiling
- Miscellaneous Paint to Match Existing
- Lift Rental
- Remove Existing Ceiling Tile and Grid as Required
- Provide Frie Sprinkler Permit

| | |
|---|---|
| **Sub-Total:** | **$ 51,812** |
| **Overhead & Profit (7.5%):** | **$ 3,886** |
| **GRAND TOTAL:** | **$ 55,698** |

We appreciate the opportunity to submit this proposal and look forward to a successful project.

PAUL CULVER CONSTRUCTION, INC.
*Mary Benson*
Project Coordinator

**TASK AUTHORIZATION NO. 6**
**Standard Contract for Services**
**for General Contracting Services for Small Projects**
**dated March 5, 2024,**
**Between the City of Port Orange, Florida and Paul Culver Construction, Inc.**

THIS Task Authorization is entered into by and between the **CITY OF PORT ORANGE, FLORIDA**, a chartered municipal corporation with its principal place of business at 1000 City Center Circle, Port Orange, Florida 32129 (the "City") and **Paul Culver Construction, INC.**, Florida corporation, with its principal place of business at 201 Osceola Avenue, Daytona Beach, Florida 32114 ("Contractor"), and hereinafter collectively referred to as the "Parties," and is to that certain Standard Contract for Services relating to General Contracting Services for Small Projects, as dated above, and any amendments thereto, hereinafter collectively referred to as the "Contract." The Parties, in exchange for the mutual covenants contained herein and in the Contract, agree as follows:

1. This Task Authorization expressly modifies the Contract and in the event of a conflict, the terms and conditions of this Task Authorization shall prevail.

2. In addition to all other terms and conditions contained in the Contract, Contractor shall provide YMCA fire alarm modifications, and as more particularly described in the Scope of Services attached hereto and incorporated herein as **Task Authorization Exhibit "1."**

3. Contractor shall complete the services to be provided herein no later than **thirty (30) days** from the date of issuance of a written Notice to Proceed by the City to the Contractor.

4. In return for the services identified above, the City agrees to compensate Contractor at the prices set forth in Exhibit "1," attached hereto and made a part hereof, subject to a limit not to exceed **$89,700.00.** All payments shall be governed by the Local Government Prompt Payment Act as Set forth in Sections 218.70 through 218.79, Florida Statutes, as amended.

5. This Task Authorization may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same instrument. The delivery by facsimile or e-mail of an executed copy of this Task Authorization shall be deemed valid as if an original signature was delivered. No contract shall be formed between the Contractor and the City, until the City signs this Task Authorization.

IN WITNESS WHEREOF, the Parties have made and executed this Task Authorization for the purposes herein expressed on the dates set forth below.

Witnesses:

**PAUL CULVER CONSTRUCTION, INC.**

Mary B

Printed Name: Mary Benson

By: _____
Paul K. Culver, President

Kristi Ball

Printed Name: Kristi Ball

Date: 12/17/25

**CITY OF PORT ORANGE**

By: _____
Scott Stiltner, Mayor

Date: 1/13/2026

**ATTEST:**

By: _____
Robin L. Fenwick, MMC, City Clerk

Date: 1/13/2026

# EXHIBIT "1"

## Contractor's Quote

Consisting of 2 Pages

# PAUL CULVER CONSTRUCTION, INC.

QUALITY WORK BY SKILLED CRAFTSMEN. EST 2005.
License # CGC 059149

November 21, 2025

Kevin Sweat
City of Port Orange Parks Manager
City of Port Orange
1395 Dunlawton Avenue
Port Orange, FL 32129

ksweat@port-orange.org

**RE: YMCA – Fire Alarm Modifications** **REVISED**

Dear Kevin:

We have visited the site to familiarize ourselves with the existing conditions and are pleased to submit the following proposal to provide all Labor, Materials, Equipment, Tools, Taxes, Insurance & Permits necessary to complete the following work for a lump sum price of **EIGHTY-NINE THOUSAND SEVEN HUNDRED DOLLARS & 00/100's ($89,700.00)** as follows:

**GENERAL CONDITIONS** **$ 11,000**

- Supervision & Project Management (Super 2-wks.@ $1,750 + PM 1-wk.@ $3,220 = $6,720
- General Liability & Worker's Compensation Insurance $1,580
- Equipment & Tools $400
- Daily & Final Clean-Up $500
- Permits $1,800

**ELECTRICAL** **$ 13,000**

- Provide new Exit/Emergency Lights new emergency lights and change out certain existing Exit Lights to New Exit/Emergency lights per plans marked up for review by The City of Port Orange Building & Fire Department. These plans would need to be approved by the Building and Fire Department as it does change/remark the path of egress throughout the building.
  **NOTE:** Should we be required by the Building or Fire Departments to provide a Life Safety Plan, we would need to procure the services of an architect which is not included.
- Existing Emergency Lights to be changed to high Lumen Emergency Lights designed for larger areas at the Basketball Gym.
- Existing Emergency Lights to be changed to high Lumen Emergency Lights designed for larger areas at the Volleyball Gym.
- The children's area wing is included in this quote.
- The new Weight Room is up to code in our opinion, and no changes are included.

**FIRE ALARM** **$ 54,000**

- Furnish and install a new Addressable Fire Alarm System complete including the children's wing and work out room.
- This quote is based on a walk-through of the building and assessing all existing devices and areas where new devices are needed.
- All boxes, sleeves and conduits needed for a complete system is included in the quote.

**K. Sweat**
**11/21/2025**
**Page 2**

- The new system is quoted with Firelite equipment, including installation of the above system per plans, submittals, drawings, and as-built's as required.
- Provide Final Testing, Inspection, Systems Certification and Training as required.
- Customer to provide communication medium for monitoring of the account.
- Changes required by either the AHJ or customer that expand the Scope of Work will be estimated and invoiced separately.
  **NOTE:** Given that no Life Safety Plan exists, The City of Port Orange will need to review and coordinate approval from the Building Official and the Fire Marshal.

| | |
|---|---|
| **Sub-Total:** | **$ 78,000** |
| **Overhead & Profit:** | **$ 11,700** |
| **GRAND TOTAL:** | **$ 89,700** |

We appreciate the opportunity to submit this proposal and look forward to a successful project.

PAUL CULVER CONSTRUCTION, INC.

*Kevin B. Flynn*

Kevin B. Flynn
Project Manager

PAUL CULVER CONSTRUCTION, INC.
QUALITY WORK BY SKILLED CRAFTSMEN. EST 2005.
License # CGC 059149

May 08, 2026

Kevin Sweat
City of Port Orange Parks Manager
City of Port Orange
1395 Dunlawton Avenue
Port Orange, FL 32129

ksweat@port-orange.org



**RE: YMCA – Additional Work Required by Fire Inspector**

Dear Kevin:

We have visited the site to familiarize ourselves with the existing conditions and are pleased to submit the following proposal to provide all Labor, Materials, Equipment, Tools, Taxes, Insurance & Permits necessary to complete the following work for a lump sum price of **FIFTY FIVE THOUSAND SIX HUNDRED NINETY EIGHT DOLLARS & 00/100's ($55,698.00)** as follows:

**GENERAL CONDITIONS** **$ 2,744**
- Supervision (2 Days)
- Project Management and Coordination (1 Week)

**ARCHITECTURAL** **$ 6,950**
- Provide Life Safety Plan

**FIRE SPRINKLER** **$ 6,790**
- Provide Fire Sprinkler Inspection
- Provide and Install 8 New Sprinkler Heads
- Replace Exterior Alarm Bell
- Replace 20 Sprinkler Heads in Children's Area
- All Sprinkler Heads to be Dusted
- Sprinkler Head As-Built to be Provided

**ELECTRICAL** **$ 28,438**
- Install 1 Annunciator Panel
- Provide and Install 6 Smoke Detectors
- Install 3 Fire Alarm Pull Stations
- Install Co2 Device
- Install Control Module
- Install 9 Fire Alarm Speaker/Strobes
- Upgrade Batteries to Carry the Additional Devices
- Install 2 Recess Can Lights
- Provide and Install 4 New Emergency Light (1 Front Door and 3 multi-purpose rooms)
- Provide and Install 1 New Exit Light in Children's Area

**ELECTRICAL CONTINUED**

- Provide and Install 4 New High-Lumen Emergency Lights in Wellness Area
- Fire Alarm and Emergency Lighting As-Built to be Provided

**MISCELLANEOUS** **$ 6,890**

- Extend & Repair Existing Soffit/Ceiling
- Miscellaneous Paint to Match Existing
- Lift Rental
- Remove Existing Ceiling Tile and Grid as Required
- Provide Frie Sprinkler Permit

| | |
|---|---|
| **Sub-Total:** | **$ 51,812** |
| **Overhead & Profit (7.5%):** | **$ 3,886** |
| **GRAND TOTAL:** | **$ 55,698** |

We appreciate the opportunity to submit this proposal and look forward to a successful project.

PAUL CULVER CONSTRUCTION, INC.
*Mary Benson*
Project Coordinator

BPF
DESIGN INCORPORATED

207 Fairview Avenue
Daytona Beach, FL 32114-2105
Ph: 386/257-0502 Fx: 257-1050
Email: bpfdesign@cfl.rr.com
Website: www.bpfdesign.com

# INVOICE

| DUE DATE | INVOICE # |
|---|---|
| 1/6/2026 | 13849 |

| BILL TO | PROJECT |
|---|---|
| Paul Culver Construction<br>Paul Culver, President<br>201 Osceola Avenue<br>Daytona Beach, FL 32114 | Port Orange YMCA<br>Life Safety Plan Development<br>4701 City Center Parkway<br>Port Orange, FL 32129 |

| BALANCE DUE | $3,475.00 |
|---|---|

Thank you for your business.

BPF DESIGN INCORPORATED

| INVOICE # | CONTRACT # | P.O. # | WORK PERFORMED | DATE |
|---|---|---|---|---|
| 13849 | 00012026 | 138492025 | 1/5/26-1/6/26 | 1/6/2026 |

| ITEM | DESCRIPTION | QTY | RATE | AMOUNT |
|---|---|---|---|---|
| Architecture Fees | Retainer to start project<br><br>Contract # 00012026<br><br>Total Arch. Labor Fee = $ 6,950.00 + Reimb. Plotting, Printing + Postage | 0.5 | 6,950.00 | 3,475.00 |

The below balance reflected includes this invoice and outstanding invoices not paid to date. Please feel free to call our office if you have any questions or concerns about this balance.

| | | | |
|---|---|---|---|
| | | PAYMENTS/CREDITS | TOTAL $3,475.00 |
| **Current & Outstanding Invoice Balance** | **$3,475.00** | $0.00 | **BALANCE DUE** **$3,475.00** |

mastercraft
PLUMBING, HEATING, MECHANICAL
AIR CONDITIONING & FIRE PROTECTION

887 BRENTWOOD DR.
DAYTONA BEACH FL., 32117
PHONE 386-252-7047

194487-0001-2010

Mary, Paul Culver Const.
201 Osceola Ave. DB
386-307-3813
mbenson@
paulculverconstruction.com

PO YMCA
1701 City Center Pkwy
Port Orange, FL. 32129
07-May-2026

Gentlemen/Ladies:

We are Pleased to submit our Fire Sprinkler Budget in the amount of: **$ 4440.00**
on the referenced project as further described below.

The price is based solely on Attachment "A", and the further designations, clarifications and qualifications stated on the Attachment "A" and the attached "Conditions of Proposal".
Specifically, this price is predicated upon the conditions that we shall receive prompt monthly payment for the value of work properly performed and material delivered, and that payment can be withheld only to the extent that the owner is withholding due to deficiencies in our work. Also, retainage shall not exceed the percentage actually withheld by the owner relative to our work.
This information transmitted in this proposal supersedes any previously communicated information to the contrary. Further, we reserve the right to modify our price and terms at any time prior to the time for submitting your bid to the owner to reflect adjustments resulting from our continuing review.
Finally, and unless otherwise extended in writing from Master Craft Plumbing Contractors, Inc., this bid including any such modifications shall remain effective and will not be further modified or withdrawn for 30 days from this bid.
We appreciate the opportunity to participate in your bid process. If you have any questions or wish additional information, please contact me.

NOTES:

- All work to be performed during normal working hours.
- Terms: 50% with signed proposal.
  50% Upon Completion.

Accepted By:
/ / 2026
Please print: _____
Title: _____

Thank you! Brian Guest

*Brian Guest*

mastercraft
PLUMBING, HEATING, MECHANICAL
AIR CONDITIONING & FIRE PROTECTION

887 BRENTWOOD DR.
DAYTONA BEACH FL., 32117
PHONE 386-252-7047
FAX 386-98-0322
194487-0001-2010

Mary, Paul Culver Const.
201 Osceola Ave. DB
386-307-3813

PO YMCA
1701 City Center Pkwy
Port Orange, FL. 32129
07-May-2026

| Attachment "A" Fire Sprinkler Scope of work: | Included: |
|---|---|
| Provide and install 8 sprinklers. | YES |
| Piping to be run exposed on the interior of the gym to adjacent storage area. | YES |
| Sprinklers to be chrome for pendent and brass for upright. | YES |
| General Contractor to provide lift for connection in gym. | YES |
| General Contractor to remove existing ceiling tile and grid as required to obtain access to sprinkler piping. | YES |
| All work to be performed during normal working hours. | YES |
| Based on Plans by Master Craft for permitting | YES |
| We will provide a listed alarm bell that will need to be tied into an alarm system by others. | YES |
| Only the work described in the details listed above, material and installation is included during normal working hours. | YES |
| Insurance. Workers comp / liability | YES |
| Painting, patching, structural penetrations, alarm, concrete or electrical work of any kind. | NO |
| Materials to be per NFPA 13 no special protection form "Mic" corrosion | YES |
| Due to the current fluctuations in the materials market this based on current pricing and is subject to prompt acceptance. | YES |
| Fire sprinkler permit fees will be billed at cost as an extra. No government fees are included. | By Others |

Please acknowledge you acceptance of this proposal by signing below and emailing a copy to our office @ dridgway@mastercraftfl.com along with copy of the recorded Notice of Commencement that includes fire sprinklers in the description or work.

Once we receive this conformation work shall be scheduled accordingly. Should you have any question or require any additional information, please contact the undersigned at you your earliest convenience. Thank you for the opportunity to offer this proposal. We look forward to serving you.

Accepted By: _____ / /2026

Please print: _____ Brian Guest

Title: _____

## CONDITIONS OF PROPOSAL

1. Acceptance of this proposal by Buyer shall be acceptance of all terms and conditions recited herein or incorporated by reference. Allowing the Seller to commence work or preparation for work will constitute acceptance by Buyer of this Proposal and all terms and conditions. Quotations herein, unless otherwise stated, are for immediate acceptance and subject to change.
2. The Seller shall be paid monthly progress payments on or before the 10th of each month for the value of work completed plus the amount of materials and equipment suitably stored applied to the contract sum less the aggregate of previous payment to the Seller. Final Payment shall be due the day the work described in this Proposal is substantially completed. Sales of materials are payable in cash on delivery of the goods.
3. No back charges of claim of the Buyer for services shall be valid except by the agreement in writing by the Seller before work is executed.
4. All sums not paid when due shall bear interest at the rate of 1-1/2% per month from due date until paid or the maximum legal rate permitted by law whichever is less; and all costs of collection, including a reasonable attorney's fee, shall be paid by Buyer.
5. If the Buyer fails to make payments to the Seller as herein provided, then the Seller may stop work without prejudice to any other remedy it may have.
6. Buyer is to prepare all work areas so as to be acceptable for Seller's work under the contract. Seller will not be called upon to start work until sufficient areas are ready to insure continued work until job completion.
7. After acceptance of this proposal as provided, Seller shall be given a reasonable time in which to make delivery of material and/or labor to commence and complete the performance of the contract. Seller shall not be responsible for delays or defaults where occasioned by any causes of any kind and extent beyond its control, including but not limited to: delays caused by owner, general contractor, architect and/or engineers; armed conflict or economic dislocation resulting therefrom; embargoes, shortages of labor, equipment or materials production facilities or transportation; labor difficulties, civil disorders of any kind; action of civil or military authorities; vendor priorities and allocations, fires, floods, accidents and acts of God.
8. All workmanship is guaranteed against defects in workmanship for a period of one year from the date of installation. THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES EXPRESS OR IMPLIED INCLUDING ANY WARRANTIES OR MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. Seller will not be responsible for special, incidental, or consequential damages. Seller shall not be responsible for damage to its work by other parties. Any repair work necessitated by caused damage will be considered as an order for extra work. Our responsibility for damage or loss in transit ceases upon delivery in good condition to a public carrier.
9. Work called for herein is to be performed during Seller's regular working hours. Overtime rates will be charged for all work performed outside such hours at extra costs.
10. All materials shall be furnished in accordance with the respective industry tolerance of color variation, thickness, size, finish, texture and performance standards.
11. Notwithstanding any provision contained in this Proposal or the contract documents between Owner and Contractor, Seller may file a lien or claim on its behalf in the event that any payment to Seller is not made as and when provided for by the agreement.
12. The subcontract form used between the Seller and the Buyer will be the current AIA Standard Form Subcontract Document A401. Where there is a conflict between provisions of either the AIA Subcontract Form, or the contract documents between Owner and Contractor, and this Proposal, then this Proposal shall govern.
13. The Buyer shall furnish all temporary site facilities including suitable covered storage space and hoisting at no cost to Seller.
14. The Buyer shall make no demand for liquidated damages for delays or actual damages for delays in any sum in excess of such amount as may be specifically named in this Proposal and no liquidated damages may be assessed against the Seller for delays or causes attributed to other contractors or arising outside the scope of this Proposal.
15. Buyer shall purchase and maintain property insurance upon the full value of the entire work and/or materials to be supplied which shall include the interest of the Seller.

Accepted By:_____ /2026 Thank you! *Brian Guest*

mastercraft
PLUMBING, HEATING, MECHANICAL
AIR CONDITIONING & FIRE PROTECTION

DAYTONA BEACH
P 386.252.7047
F 386.257.7819

887 BRENTWOOD DRIVE, DAYTONA BEACH, FL 32117-4704
#19448700012010 • #CMC1250152 • #CFC023634

**Attn:** Mary
Paul Culver Construction, Inc
201 Osceola Ave.
Daytona Beach Shores, FL 32114
(386) 763-4190
mbenson@paulculverconstruction.com

**Date: 31-Mar-2026**

**Re: Port Orange YMCA, After School Area Sprinkler Replacement**

**MASTER CRAFT PLUMBING CONTRACTORS, INC. is pleased to submit for your consideration our proposal based on furnishing Labor and Material for the following based on provided sketch and site meeting;**

- **Replace 20 existing chrome, 1/2", 155°F sprinkler heads with 20 new chrome, 1/2", 155°F sprinkler heads. …. $2100.00**

**We Do Not Include: Repair to any piping outside of our scope of work on the fire sprinkler system not included in this quote, in the event of a pipe break occurring, any repairs will be considered a separate charge.**

**We Do Not Include: Painting, patching, structural penetrations, alarm, concrete, or electrical work.**

**Please acknowledge your acceptance of this proposal by signing in the space below and emailing a copy to dridgway@mastercraftfl.com. Once Master Craft Plumbing Contractors, Inc. receives the signed proposal we shall schedule accordingly.**

**This proposal is subject to prompt acceptance within—30—days. The undersigned accepts this Proposal and All its terms and conditions as a binding contract subject only to the approval of the credit of the buyer.**

**Should you have any questions or require any additional information, please contact the undersigned at your earliest convenience.**

**Terms:**
**50% With Signed Proposal.**
**50% Upon Completion.**

**Respectfully,**
*David Ridgway*

**Accepted By:**_____ **Date:**_____

mastercraft
PLUMBING, HEATING, MECHANICAL
AIR CONDITIONING & FIRE PROTECTION

Master Craft Plumbing Con. Inc.
887 Brentwood Drive
Daytona Beach, FL 32117-4742

**Invoice**
Date:Mon May 4, 2026
Reference: 8386
Invoice No: FI7490

**For:**
Paul Culver Construction, Inc: Port Orange YMCA
201 Osceola Ave
Daytona Beach, FL 32114-6119
386-888-2372
Customer ID:
PAUL10

**Service at:**
Port Orange YMCA
4701 City Center Pkwy, Port Orange, FL 32129

Work Description:

| Qty | Description | Rate | Amount |
|---|---|---|---|
| 1 | 4-2-26 / Nicet Tech S. Fecher / One of one annual fire sprinkler inpection | $250.00 | $250.00 |

| | |
|---|---|
| Total | $250.00 |
| Deposit | |
| Amount Paid | $0.00 |
| Balance Due | $250.00 |

THANK YOU for choosing Master Craft Plumbing Con. Inc.

**QUESTIONS? CONTACT US**

bguest@mastercraftfl.com
(386) 252-7047

Andy M. Johnston
State Llc 19448700012010

**TERMS & CONDITIONS**

We accept payment by check, cash and credit. Please send checks to our main address.

mastercraft
PLUMBING, HEATING, MECHANICAL
AIR CONDITIONING & FIRE PROTECTION

887 BRENTWOOD DR.
DAYTONA BEACH FL., 32117
PHONE 386-252-7047
FAX 386-898-0322

| | | | | | |
|---|---|---|---|---|---|
| **Date:** | 4/2/26 | **Customer#** | | **Inspection #** | |
| **Name** | Port Orange YMCA | **Bill To:** | | **8291** | |
| **Street** | 4701 City Center Pkwy | **Street Address:** | | **Inspection Type** | |
| **City** | Port Orange | **City** | | **Annual** | |
| **State** | FL | **State** | | 1 of 1 | |
| **zip** | 32129 | **zip** | | **Inspector** | |
| **Phone:** | | **Phone:** | | Steven Fecher | |
| **Fax:** | | **Fax:** | | #14971500022009 | |
| **Contact:** | Paul Culver Construction | **E-Mail** | MBenson@paulculverconstruction.com | | |

**Position:**

Not Answered ✗ Deficiency ! Concerne ✓ OK

| ? | Item | Condition | Notes | Inspection | NFPA 25 |
|---|---|---|---|---|---|
| ✓ | Owner | Date of Last Inspection: (mm/dd/yy) | 2/10/2026 | All | 4.3.3 |
| | Owner | Deficiencies from last inspection have been repaired? | | | 4.8, 4.1.5.2 |
| ✓ | Owner | Is building occupied? | | All | 4.1.6 |
| | Owner | Has occupancy or storage changed since originally permitted or reviewed by a fire sprinkler engineer? | | All | 4.1.6 |
| | Owner | Has the building been changed since originally permitted or reviewed by fire sprinkler engineer? | | All | 4.1.6, 4.1.6.1 |
| ✓ | Owner | Are inspection logs required by NFPA 25 on file? | | All | 4.3 |
| | Owner | Has the owner notified the alarm company and AHJ of all shut downs? | | All | 4.1.4 |
| ✓ | Owner | Is entire sprinkler system in service? | | All | 4.1.11.2 |
| ✓ | Owner | Plans of system on site for review? | | All | 4.3.4 |
| ✓ | Owner | Has sprinkler system been modified or activated since last inspection? | | All | 4.2 |
| | Owner | Are there any hazardous Materials on site? | | All | 4.1.6, 4.1.7, 4.9.5 |
| | Owner | Would you like a copy of NFPA 25 at an extra charge of $65.00? | | All | |
| ✓ | Owner | Do you know and understand the operation of all control valves and their location? | | All | 4.1.8 |
| ✓ | Owner | Owner to maintain all water-filled piping areas and pump rooms above 40°F? | | All | 4.1.2.1 |
| ✓ | Owner | Owner understands MCPC is to release information to the AHJ when requested by them and provide copies? | | All | FL statute: 96A-46.041 (4) |
| ✓ | Owner | Are all components accessible? | | All | 4.1.3 |
| | Owner | Are the sprinklers more than 50 years old? | | All | 5.3.1.1.1 |
| | Owner | Are the fast response sprinklers more than 20 years old? | | All | 5.3.1.1.1.3 |
| | Owner | When was the last full trip test of the dry valve completed? | | All | 13.4.5.2.2.2 |
| ✓ | Owner | When was the last 5 year inspection performed? | 9/11/2025 | All | Table 13.1.1.2 |
| ✓ | Owner | Has system(s) remained in service without modification since the last inspection? | | All | 4.1.6 |
| ✓ | Owner | Has building occupancy and hazard of contents remained the same since last inspection? | | All | 4.1.6 |
| ✓ | Owner | Was system free of actuations or alarms since last inspection? | | All | 4.2 |
| ✓ | Owner | Are all areas accessible at the time of inspection? | | All | 4.1.3 |
| | Owner | Dry Valve Gauges checked for normal PSI? | | Weekly by Owner | 13.4.4.1.2.5 (NF 2017) |
| | Owner | Authorization granted for pump run and test? | | | |
| ✓ | Owner | Owner's Rep. aware water shall be discharged from system per inspection? | | | |
| ✓ | Owner | All drain areas cleared and safe for water flow? | | All | |
| ✓ | Owner | Name of person who placed system on test: | local | All | |
| | Owner | Occupants notified that alarms will sound? | | All | |
| ✓ | Owner | Building Owner/Representative present during inspection: (Name) | Dante YMCA | All | |
| | Antifreeze | Antifreeze Additives | DANGER!! SEE NFPA TIA EFFECTIVE 8-29-2012 | | |
| ✓ | Back Flow | BACK FLOW (CERTIFICATION) 1-19-26 | | Annual | 13.6.2.1, 13.6.2.2 |
| ✓ | Back Flow | BACK FLOW FORWARD FLOW | This would be on a separate report! | | 13.6.2.1 (2) |
| ✓ | System | Comments: | COLOR OF TAG! | Yellow | |
| ✓ | NOTICE | Note: These comments are not in anyway to be considered an engineering review. See deficiency section! | | | |
| | | | | | |
| ✓ | NOTICE | Liability Release Statement: The owner and/or designated representative acknowledges the responsibility of the operating condition of the component parts at the time of this inspection. It is further understood that all information contained herein is provided to the best of the knowledge of the party providing such information. Owners representative to approve water flow and that the systems have been serviced and maintained as necessary to avoid damage during testing. | | | |

mastercraft
PLUMBING, HEATING, MECHANICAL
AIR CONDITIONING & FIRE PROTECTION

887 BRENTWOOD DR.
DAYTONA BEACH FL., 32117
PHONE 386-252-7047
FAX 386-898-0322

| | | | | | |
|---|---|---|---|---|---|
| **Date:** | 4/2/26 | **Customer#** | | **Inspection #** | |
| **Name** | Port Orange YMCA | **Bill To:** | | **8291** | |
| **Street** | 4701 City Center Pkwy | **Street Address:** | | **Inspection Type** | |
| **City** | Port Orange | **City** | | **Annual** | |
| **State** | FL | **State** | | 1 of 1 | |
| **zip** | 32129 | **zip** | | **Inspector** | |
| **Phone:** | | **Phone:** | | Steven Fecher | |
| **Fax:** | | **Fax:** | | #14971500022009 | |
| **Contact:** | Paul Culver Construction | **E-Mail** | MBenson@paulculverconstruction.com | | |

**Position:**

Not Answered ✗ Deficiency ! Concerne ✓ OK

| ? | Item | Condition | Notes | Inspection | NFPA 25 |
|---|---|---|---|---|---|
| ✓ | NOTICE | Owners Rep: | 4/2/26 | | |

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| | | | | | |
|---|---|---|---|---|---|
| **Date:** | 4/2/26 | **Customer#** | | **Inspection #** | |
| **Name** | Port Orange YMCA | **Bill To:** | | **8291** | |
| **Street** | 4701 City Center Pkwy | **Street Address:** | | CONTROL VALVES | |
| **City** | Port Orange | **City** | | **Annual** | |

| ? | Item | Condition | Notes | Inspection | NFPA 25 |
|---|---|---|---|---|---|
| ○ | BKFLOW | Located: | south side bldg | Cert. Date: | |
| ○ | CV | Controls / Identified? | system backflow | Quarterly | |
| ○ | CV | Size:/ Type: | 6" OS&Y x2 | Quarterly | |
| ○ | CV | Normal position: (open/closed) | open | Quarterly | |
| ○ | CV | Valve Secured? | chained | Quarterly | |
| ✓ | CV 1 | Located: | riser room south side bldg | Quarterly | |
| ✓ | CV | Controls / Identified? | system wet | Quarterly | 13.3.1 |
| ✓ | CV | Type: | 4" grv bf | Quarterly | |
| ✓ | CV | Normal position: (open/closed) | open | Quarterly | |
| ✓ | CV | Valve Secured? | tamper | | |
| ✓ | CV | Flow switch? | 4" SS | Quarterly | |
| ✓ | CV | Check Valve Type: | 4" grv | Quarterly | |
| ✓ | CV | Static: / Res. / Return: | PSI | Quarterly | |

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FAX 386-898-0322

# THE FOLLOWING DEFICIENCIES ARE THE RESPONSIBILITY OF THE OWNER OR REPRESENTATIVE LISTED BELOW

| | | | | | |
|---|---|---|---|---|---|
| **Date:** | 4/2/26 | **Customer#** | | | **Inspection #** |
| **Name** | Port Orange YMCA | **Bill To:** | | | **8291** |
| **Street** | 4701 City Center Pkwy | **Street Address:** | | | Inspection Type |
| **City** | Port Orange | **City** | | | **Annual** |
| **State** | FL | **State** | | | 1 of 1 |
| **zip** | 32129 | **zip** | | | |
| **Phone:** | | **Phone:** | | | Customer Email |
| **Fax:** | | **Fax:** | | | **0** |
| **Contact:** | Paul Culver Construction | **Contact:** | MBenson@paulculverconstruction.com | | Site Email |
| **Position:** | Mary Benson Project Co-Ordinator | **Position:** | | | |

| ? | Item | Location | Condition | Notes | NFPA 25 |
|---|---|---|---|---|---|
| ! | alarm | 120 volt exterior bell needs replacement | | | (Code Reference on following Page) |
| ! | sprinkles | dusty sprinklers throughout bldg need dusting | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | **ITEMS UNABLE TO BE INSPECTED:** | | | |
| | | | | | |
| | | | | | |
| | System | Comments: | COLOR OF TAG! | | |
| | NOTICE | FLORIDA STATUTE 69A-46.041(4) | Yellow | | |
| | NOTICE | Note: These comments are not in anyway to be considered an engineering review. See deficiency section! | | | |
| | NOTICE | This report does not cover areas that were not accessible or visible during the inspection. | | | |
| ! | NOTICE | (4) Compliance and Non-compliance Tag.<br>(a) If a fire protection system is found to be in compliance with the applicable NFPA ITM standards, a GREEN Compliance Tag shall be attached to the main water control valve in such a manner as to be plainly visible and not more than 60 inches above the finished floor. GREEN tags shall not be placed on a system if deficiencies or impairments still exist from a previous inspection.<br>(b) If a fire protection system is found to have noncritical deficiencies and is not in compliance with the applicable NFPA ITM standards, a completed YELLOW Non-compliance Tag shall be attached to the main water control valve of the system to indicate that corrective action is necessary. The building owner or authorized representative shall be notified by copy of the NFPA 25 inspection report within 30 days of the inspection. If the building owner or authorized representative has not contracted with the inspecting contractor so that the noncritical deficiencies are corrected within 90 days from the date of the inspection, or the inspecting contractor has not received confirmation from the building owner or authorized representative that the corrections have been performed by another licensed contractor, the inspecting contractor shall notify the authority having jurisdiction.<br>(c) If the system has critical deficiencies or is found to be impaired, a completed RED Non-Compliance Tag shall be attached to the main water control valve of the system, and the contractor or inspector shall notify the building owner or authorized representative within 24 hours of the time of the inspection. If the building owner or authorized representative has not contracted with the inspecting contractor so that the critical deficiencies are corrected within 30 days from the date of the inspection, or the inspecting contractor has not received confirmation from the building owner or authorized representative that the corrections have been performed by another licensed contractor, the inspecting contractor shall notify the authority having jurisdiction. If a system is found to be impaired, the inspecting contractor shall notify the authority having jurisdiction within 72 hours of the time of the inspection if the impairment has not been corrected within 72 hours of the finding.<br>(d) If a system is found to have noncritical deficiencies or critical deficiencies, and the building tenant(s) is different from the building owner, the building owner shall notify the tenant(s) within 30 days of receipt of the NFPA 25 inspection report.<br>(e) If a system is found to have impairments, and the building tenant(s) is different from the building owner, the building owner shall notify the tenant(s) within 72 hours of receiving notification of the impairment. | | | |
| ! | NOTICE | These are all of the deficiencies found during the visual inspection and testing listed on this report. This Report does not cover all weekly, month, and Electrical portions of this inspection. | | Owners Rep: | |

Date: 4/2/2026

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| | | | | | |
|---|---|---|---|---|---|
| **Date:** | 4/2/26 | **Customer#** | | | **Inspection #** |
| **Name** | Port Orange YMCA | **Bill To:** | | | **8291** |
| **Street** | 4701 City Center Pkwy | **Street Address:** | | | **Inspection Type** |
| **City** | Port Orange | **City** | | | **Annual** |
| **State** | FL | **State** | | | 1 of 1 |
| **zip** | 32129 | **zip** | | | |
| **Phone:** | | **Phone:** | | | Customer Email |
| **Fax:** | | **Fax:** | | | **0** |
| **Contact:** | Paul Culver Construction | **Contact:** | MBenson@paulculverconstruction.com | | Site Email |
| **Position:** | Mary Benson Project Co-Ordinator | **Position:** | | | |

| ? | Item | Location | Condition | Notes | NFPA 25 |
|---|---|---|---|---|---|
| ✔ | | | | | 4/2/26 |

PAUL'S ELECTRIC

320 ARAGON STREET
HOLLY HILL, FL 32117

# Change Order

| Date | Estimate # |
|---|---|
| 4/6/2026 | 7257 |

| Name / Address | Ship To |
|---|---|
| Paul Culver Construction, Inc.<br>201 Osceola Ave.<br>Daytona Beach, FL 32114 | YMCA Port Orange<br>Exit emergency light repair<br>Port Orange FL |

| Phone | Fax | Contact |
|---|---|---|
| 386-763-4190 | 386-322-0007 | Paul |

| Description | Total |
|---|---|
| All labor and materials to complete the following per quote with all conditions of original estimate to remain in effect | |
| remove MC cable hanging in entry way that operates motorized front door<br>re-run MC cable above bar joist so this is above of finished ceiling area and add conduit on door side to motor connection | 934.00 |
| investigate 2nd MC cable in this area hanging and remove or re-route so it is out of finished area | |
| supply and install 2 recess cans in existing holes and pipe too existing lighting switches for control | |
| supply an install 1 new emergency light on existing box and make sure this is connected before a switch | |
| supply and install 4 new high lumen emergency lights in gym area per fire marshal request in completed gym area | 2,127.00 |
| children's room<br>supply new exit emergency light over front door and move existing exit light over exit door by bathroom that has an emergency light in this hallway | 276.00 |
| per fire marshal request add 3 new exit emergency light in 3 multi purpose rooms by new open Gym | 887.00 |
| **Total** | $4,224.00 |

| Phone # | Fax # |
|---|---|
| 386-677-0447 | 386-673-9868 |

PAUL'S ELECTRIC

320 ARAGON STREET
HOLLY HILL, FL 32117

# Change Order

| Date | Estimate # |
|---|---|
| 4/28/2026 | 7271 |

| Name / Address | Ship To |
|---|---|
| Paul Culver Construction, Inc.<br>201 Osceola Ave.<br>Daytona Beach, FL 32114 | YMCA Port Orange<br>Exit emergency light repair<br>Port Orange FL |

| Phone | Fax | Contact |
|---|---|---|
| 386-763-4190 | 386-322-0007 | Paul |

| Description | Total |
|---|---|
| All labor and materials to complete the following per quote with all conditions of original estimate remain in effect | |
| all items added below are at the request of the fire marshal thru plan review | 19,476.00 |
| due to the amount and type of devices being added a good portion of the existing wiring to be re-used will have to be pulled out and re-pulled with more conductors and in separate circuit configurations to make all circuits operate per our design with added items<br><br>1-annunciator panel<br>6-smoke detectors<br>3-pull stations<br>1-Co2 device<br>1-control module<br>9 speaker/strobes<br>upgraded batteries to carry the additional devices for the required amount of time | |
| electrical conduit boxes and labor to accommodate all devices listed above | 4,738.00 |
| **Total** | $24,214.00 |

| Phone # | Fax # |
|---|---|
| 386-677-0447 | 386-673-9868 |

A&W CONSTRUCTION Services, Inc.
CBC043151
P.O. BOX 11377 • Daytona Beach, FL 32117-1377 • 386/274-1515 • fax: 386/274-1818

DATE: April 28, 2026

**CONTRACTOR: Paul Culver Construction**

**JOB: Ceiling Repair**
**YMCA Port Orange**

**ATT: Mike**

**Extend & repair existing soffit/ceiling**

1. Extend framing for soffit to deck.
2. New gypsum board at face to deck..
3. Finish new drywall and existing ceiling/soffit smooth for paint.
4. Patch and repair existing drywall where wall angle is removed.

**Price: $3,910.00**

**General conditions.**
Demolition by PCC.
Assumed normal daytime working hours.

TEMPORARY UTILITIES AND DUMPSTER PROVIDED BY Culver Construction.

RUSSELL P. WITTENBERG

# CITY OF PORT ORANGE
# STANDARD CONTRACT FOR SERVICES

This Standard Contract for Services ("Contract") is entered into this 5 day of March, **2024**, by and between the **CITY OF PORT ORANGE**, a Florida municipal corporation, whose principal address is 1000 City Center Circle, Port Orange, Florida 32129 (the "City"), and **PAUL CULVER CONSTRUCTION, INC.** ("Contractor"), a Florida corporation whose principal address is 201 Osceola Avenue, Daytona Beach, Florida 32114. The City and Contractor are collectively referred to herein as the "Parties."

1. *Provision of Services*

(a) The Contractor hereby agrees to perform General Contracting Services for Small Projects in accordance with Request for Proposal 24-01 ("RFP 24-01"). This Contract, together with RFP 24-01, Addendum No. 1, and Contractor's Proposal, all of which may be referred to as the "Contract" and all of which are made a part hereof by reference, shall constitute the formal written contract between the City and Contractor. For convenience, Section 3, Scope of Services of RFP 24-01 and the Contractor's Proposal as submitted by Contractor, are attached hereto as Exhibit "1". In the event of any inconsistencies or conflicts between this Contract, RFP 24-01, Contractor's Proposal, Addendum No. 1, precedence shall be given to the documents in the following order: 1) the terms and conditions of this Contract; 2) RFP 24-01; 3) Addendum No. 1; and 4) Contractor's Proposal. A complete copy of all solicitation documents is available in the Office of the City Clerk, City Hall, 1000 City Center Circle, Port Orange, Florida. Contractor represents that they are familiar with the documents that make up the Contract, as referenced hereinabove.

(b) The time, manner and place for performance of such services shall be:

*Term*: This Contract shall become effective on the last date the Contract is signed by the Parties and continue for a period of two (2) years ("Term").

*Renewals*. Upon written agreement of the Parties, this Contract may be renewed for three (3) one-year periods, subject to City Manager approval and budget appropriation.

*Manner and Place*: The work shall be performed in accordance with and in a manner as required by all current federal, state, county, fire, building and land development codes, laws, ordinances and regulations, and with applicable permits and licenses per the City Code of Ordinances.

*Time and Essence*: Contractor acknowledges that time is of the essence for this Contract.

*Authorization for Services*: This Contract standing alone does not authorize the purchase of any goods or services or require the City to place any orders for goods or service. Authorization for the performance of services by the Contractor under this Contract shall be in the form of written Task Authorization(s) issued and executed by the City and signed by the Contractor. A sample Task Authorization is attached hereto as Exhibit "2." Task Authorization(s) may require a Payment and Performance Bond. Task Authorization(s) requiring a Payment and Performance Bond, shall include an Exhibit attaching the required Payment and Performance Bond. The City reserves the right to

contract with other parties for the goods and services contemplated by this Contract, as determined in the City's sole and absolute discretion.

2. *City Obligations*. In return for the services identified above, the City agrees to compensate the Contractor at the pricing set forth in periodic written quotes at the rates set forth in Exhibit "1," attached hereto, in an amount not to exceed the appropriated budget. All payments shall be governed by the Local Government Prompt Payment Act as set forth in Sections 218.70 through 218.79, Florida Statutes, as amended.

3. *Contract Documents*. The following forms, attached as Exhibit "3," are an integral part of this Contract and must be completed, signed, witnessed and notarized as indicated and returned with signed Task Authorization, when required:

(a) Front Page for Bond (F.S. § 255.05)
(b) Combination Payment and Performance Bond (F.S. § 255.05)

4. *Contract Administration*. The Parks and Recreation Director, Susan Lovallo, shall perform contract administration of this Contract. The City may change the contract administrator, from time to time and at any time, upon written notice to Contractor. For notice provisions, see the paragraph below entitled "Notice."

5. *Liens*. Contractor acknowledges that Contractor shall not be entitled to lien the City or other public property.

6. *Termination for Convenience of the City*

(a) The parties agree that the City may terminate this Contract, or any work or delivery required hereunder, from time to time either in whole or part, whenever the City Manager of Port Orange shall determine that such termination is in the best interest of the City.

(b) Termination, in whole or in part, shall be effected by delivery of a Notice of Termination signed by the City Manager or his designee, mailed or delivered to the Contractor, and specifically setting forth the effective date of termination.

(c) Upon receipt of such Notice, the Contractor shall:

(i) cease any further deliveries or work due under this Contract, on the date, and to the extent, which may be specified in the Notice;

(ii) place no further orders with any subcontractors except as may be necessary to perform that portion of this Contract not subject to the Notice;

(iii) terminate all subcontracts except those made with respect to contract performance not subject to the Notice;

(iv) settle all outstanding liabilities and claims which may arise out of such termination, with the ratification of the Finance Director of Port Orange; and

(v) use best efforts to mitigate any damages which may be sustained by the Contractor as a consequence of termination under this clause.

(d) After complying with the provisions of subparagraph (c), above, the Contractor shall submit a termination claim, in no event later than six (6) months after the effective date of termination, unless one or more extensions of three (3) months each are granted by the Finance Director.

(e) The Finance Director, with the approval of the City Manager, shall pay from the using department's budget, reasonable costs of termination, including a reasonable amount for profit on supplies or services delivered or

made prior to Notice of Termination, and further reduced by the price of the supplies not delivered or the services not provided. This Contract shall be amended accordingly, and the Contractor shall be paid the agreed amount.

(f) In the event that the parties cannot agree on the whole amount to be paid to the Contractor by reason of termination under this clause, the Finance Director shall pay the Contractor the amounts determined as follows, without duplicating any amounts which may have already been paid under the preceding paragraph of this clause:

(i) With respect to all Contract performance prior to the effective date of Notice of Termination, the total of:

(1) the cost of work performed or supplies delivered;

(2) the cost of settling and paying any reasonable claims as provided in paragraph (c) (iv), above;

(3) a sum as profit on (a) determined by the Finance Director to be fair and reasonable.

(ii) The total sum to be paid under (i) above shall not exceed the contract price, as further reduced by the contract price of work or supplies not terminated.

(g) In the event that the Contractor is not satisfied with any payments which the Finance Director shall determine to be due under this clause, the Contractor may appeal any claim to the City Council in accordance with Paragraph 23 of this contract concerning disputes.

7. *Termination for Convenience for Subcontractors*. In accordance with the termination for the convenience of the City provision of this contract, the Contractor shall include similar provisions in any subcontract, and shall specifically include a requirement that subcontractors make all reasonable efforts to mitigate damages which may be suffered. Failure to include such provisions shall bar the Contractor from any recovery from the City whatsoever of loss or damage sustained by a subcontractor as a consequence of termination for convenience.

8. *Termination for Default*. Either party may terminate this Contract, without further obligation, for the default of the other party or its agents or employees with respect to any agreement or provision contained herein. In the event of default by the contractor, the City reserves the right to procure the item(s) bid from other sources and holds the bidder responsible for excess costs incurred as a result. City Council may elect to refrain from doing business with the bidder as stipulated in City Code 2-276 Suspension and Disbarment.

9. *Examination of Records*

(a) The Contractor agrees that the City, or any duly authorized representative, shall, until the expiration of five (5) years after final payment hereunder, have access to and the right to examine and copy any pertinent books, documents, papers and records of the Contractor involving transactions related to this Contract.

(b) The Contractor further agrees to include in any subcontract for more than $10,000 entered into as a result of this Contract, a provision to the effect that the subcontractor agrees that the City or any duly authorized representative shall, until the expiration of five (5) years after final payment under the subcontract, have access to and the right to examine and copy any pertinent books, documents, papers and records of such contractor involved in transactions related to such subcontract, or this Contract. The term subcontract as used herein shall exclude purchase orders for public utility services at rates established for uniform applicability to the general public.

(c) The period of access provided in subparagraphs (a) and (b) above for records, books, documents and papers which may relate to any arbitration, litigation, or the settlement of claims arising out of the performance of this contract or any subcontract shall continue until any appeals, arbitration, litigation or claims shall have been finally disposed of.

10. *Public Records Compliance*. Contractor shall comply with public records laws as set forth in Chapter 119, Florida Statutes, and shall specifically:

(a) Keep and maintain public records required by the City to perform the service.

(b) Upon request from the City's custodian of public records, provide the City with a copy of the requested record or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Section 119, Florida Statutes, or as otherwise provided by law.

(c) Ensure that public records that are 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 City.

(d) Upon completion of the Contract, Contractor shall transfer to the City, at no cost, all public records in possession of the Contractor and destroy any duplicate public records that are exempt from public records disclosure requirements. 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.

If Contractor does not comply with a public records request, the City shall deem the non-compliance a breach of this Contract, and the Contractor may be subject to penalties under Section 119.0701, Florida Statutes.

**CONTRACTOR QUESTIONS RELATING TO CONTRACTOR'S DUTIES TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT MUST BE FORWARDED TO THE OFFICE OF THE CITY CLERK, CITY HALL, 1000 CITY CENTER CIRCLE, PORT ORANGE, FLORIDA 32129; TELEPHONE: (386) 506-5563; E-MAIL: CITYCLERK@PORT-ORANGE.ORG.**

11. *Termination for Non-Appropriation of Funds*

(a) If funds are not appropriated for any succeeding fiscal years subsequent to the one in which this contract is entered into, for the purpose of this Contract, then the City may terminate this Contract upon thirty (30) days prior written notice to the Contractor. Should termination be accomplished in accordance with this Section, the City shall be liable only for payments due through the date of termination.

(b) The City agrees that should it terminate in accordance with this Section, it shall not obtain services which are substantially equal to or similar to those for which this contract was entered into. This provision shall survive any termination of the Contract.

12. *Insurance*. Contractor shall maintain insurance, as required herein, during the life of this Contract. Contractor shall provide to the City, a certificate of insurance endorsing the City of Port Orange as an additional named insured. All insurance coverages of the Contractor shall be primary and non-contributory. All insurance coverages of the Contractor shall not seek contribution from any other insurance or self-insurance available to the City. For workers' compensation coverage, the Contractor's insurance certificate shall include the insurer's waiver of subrogation in lieu of endorsing the City as an additional insured for workers' compensation. The City shall not accept Workers' Compensation Exemptions Contractor may use leased employees if the Contractor ensures that all workers who access the jobsite are employees covered by the employee leasing company, and no non-employees are permitted to access the jobsite. Any Contractor using a leased employee shall complete the City's Leased Employee Affidavit Form Exhibit. Policies for Workers' Compensation may be issued by companies authorized as a group self-insurer by F.S. 440.572.

Policies other than Workers' Compensation shall be issued by insurers licensed and/or duly authorized under Florida Law to do business in the State of Florida and all insuring companies are required to have a minimum rating

of "A-" in the "Best Key Rating Guide" published by A.M. Best & Company, Inc. Contractor shall not commence work under this Contract until the City has received a certificate or certificates of insurance with endorsement evidencing the required insurance. Insurer shall provide the City written notice of cancellation, nonrenewal or any other changes in coverage no later than thirty (30) days prior to the effective date of the change and shall provide notice to the City no later than 10 days after non-payment. The Certificates of Insurance and required insurance policies shall contain provisions that thirty (30) days prior written notice shall be given to the City of any cancellation, intent not to renew, or reduction in the policies or coverages.

Contractor shall require and ensure each of its subcontractors to maintain, until the completion of the subcontractor's work, insurance of the types and to the limits set forth herein. All insurance coverages shall be primary and non-contributory. All insurance coverages of the subcontractors shall not seek contribution from any other insurance or self-insurance available to the City. The Contractor is responsible for ensuring that its subcontractors maintain the required coverage. Failure of the Contractor to ensure the subcontractors maintain the required coverage, shall not relieve the Contractor of any contractual responsibility, obligation or liability.

The City reserves the right to increase insurance coverage as determined for higher risk contracts.

The acceptance by the City of any Certificate of Insurance does not constitute approval or agreement by the City that the insurance requirements have been satisfied or that the insurance policy shown on the Certificate of Insurance is in compliance with this Contract and does not waive the insurance required by this Contract.

Should at any time the Contractor or subcontractors not maintain the insurance coverages required herein, the City may terminate the Contract or at its sole discretion shall be authorized to purchase such coverages and charge the Contractor for such coverages purchased. The City shall be under no obligation to purchase such insurance, nor shall it be responsible for the coverages purchased or the insurance company or companies used. The decision of the City to purchase such insurance coverages shall in no way be construed to be a waiver of any of its rights under the Contract.

| ***Standard Insurance Requirements*** | | | |
|---|---|---|---|
| | **Insurance** | **Standards** | **Additional Requirements** |
| ☒ | Workers' Compensation<br>The Contractor shall maintain coverage for its employees with statutory workers' compensation limits, and no less than the limits indicated in the Schedule of Limits for Employers' Liability. Said coverage shall include a waiver of subrogation in favor of the City. **The City will not accept elective exemptions.** Any contractor using an employee leasing company shall complete the Leased Employee Affidavit Form Exhibit. | Contract Amount — Limits<br>Up to $10 million — Statutory/$500,000<br>$10 - $20 million — Statutory/$1,000,000<br><br>Contracts over $20 million To Be Determined by the City. | ☐If Contract requires work on or about navigable waters, Longshoreman's and Harbor Workers' Coverage required.<br>☐If vessels involved, Jones Act coverage with limits of $500,000 required. |

| | | | | |
|---|---|---|---|---|
| ☒ | Comprehensive General Liability (including Completed Operations and Contractual Liability | Limits: | Combined Single Limit Bodily Injury and Property damage $1,000,000 occurrence $1,000,000 aggregate | ☐When work is on or under Railroad rights of way or properties, the Contractor shall take out and maintain during the life of the Contract, Railroad protective liability and property damage insurance in amounts as requested by the Railroad. |
| ☒ | Comprehensive Business, Automobile Liability to include all owned, hired and non-owned automobiles. | Limits: | Auto Liability Body Injury and Property Damage: $1,000,000 each occurrence $1,000,000 aggregate | |
| | ***Additional Insurance Requirements*** | | | |
| ☐ | Property Insurance Builders Risk.<br><br>Additional Coverage: | Limits: | Buildings - Completed value of Contract.<br><br>"All Risk" coverage on latest ISO for or its equivalent. Permission granted to occupy. Owner named as insured AIMA | If Agreement requires handling or installation of Owner's equipment, coverage should be furnished on "All Risk" form, including transit and Owner shall be named. |
| ☐ | Professional Liability | Limits: | Coverage - $1,000,000 | |
| ☐ | Installation Floater (IT) | Limits: | Coverage - $ To be determined. | |
| ☐ | Contractor Pollution Liability | Limits: | Coverage - $1,000,000 | |
| ☐ | Errors and Omissions | Limits: | Coverage - $1,000,000 | |
| ☐ | Umbrella Policy | Limits: | Coverage – $ To be determined. | |
| ☐ | Payment and Performance Bond Required | Limits: | Coverage - Equal to amount of Contract. | |
| ☐ | **City Manager waives Payment and Performance Bond for work under $200,000.00.** | | | |
| ☐ | **Unless otherwise required by law, City Manager waives Insurance for FOB goods.** | | | |

13. *A Contract for the purchase* of supplies shall be governed by the City of Port Orange Code of Ordinances, as amended, and such supplies shall be deemed "goods," as defined therein.

14. *Assignability of Contract*. Neither this contract, nor any part hereof, may be assigned by the Contractor to any other party without the express written approval of the City Council.

15. *Modifications or Changes to this Contract*

(a) Change Orders. The Department Head, with the concurrence of the City's signatory as required by the City's Purchasing Policy, shall without notice to any sureties, have the authority to order changes in this Contract which affect the cost or time of performance. Such changes shall be ordered in writing specifically designated to be a change order. Such orders shall be limited to reasonable changes in the services to be performed or the time of the performance. The City will not be held liable for any changes which have not been properly authorized and approved in accordance with this Contract.

(b) If any change under this clause causes an increase or decrease in Contractor's cost of, or time required for the performance of the work hereunder, Contractor shall receive an equitable adjustment in accordance with subparagraph (d), which shall include all compensation to the Contractor, or the City, of any kind in connection with such change, including all costs and damages related to or incidental to such change.

(c) Contractor need not perform any work described in any change order unless it has received a certification from the City that there are funds budgeted and appropriated sufficient to cover the cost of such changes.

(d) No claim for changes ordered hereunder shall be considered if made after final payment in accordance with the Contract.

16. *Sovereign Immunity*. The City expressly retains all rights, benefits and immunities of sovereign immunity in accordance with Section 768.28, Florida Statutes. Notwithstanding anything set forth in any section of this Contract to the contrary, nothing in this Contract shall be deemed as a waiver of immunity or limits of liability of the City beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature or may be adopted by the Florida Legislature and the cap on the amount and liability of the City for damages regardless of the number or nature of claims in tort or equity shall not exceed the dollar amount set by the legislature for tort. Nothing in this Contract shall inure to the benefit of any third party for the purpose of allowing any claim against the City which would otherwise be barred under the Doctrine of Sovereign Immunity or operation of law.

17. *Warranties*. Contractor warrants that (1) the supplies to be provided to the City pursuant to this Contract are fit and sufficient for the purpose intended; (2) the supplies are merchantable, of good quality, and free from defects, whether patent or latent, in material or workmanship, and (3) the supplies sold to the City pursuant to this Contract conform to the standards required by this Contract.

Contractor further warrants that Contractor has title to the supplies provided, and that the supplies are free and clear of all liens encumbrances, and security interests. All warranties made in this Contract, together with service warranties and guarantees, shall run to the City and its successors and assigns.

18. *Additional Warranties*. Contractor further expressly warrants that materials and workmanship are warranted from defect for a one-year period. This is a minimum acceptable warranty.

19. *Additional Bond Security*. If any surety bond furnished in connection with this Contract becomes unacceptable to the City, Contractor shall promptly furnish such additional security as may be required from time to time to protect the interests of the City and a person supplying labor and materials in the prosecution of work contemplated by this Contract. Contractor expressly acknowledges that if the work to be performed hereunder is a public work, a Payment and Performance Bond, in accordance with Florida Statutes Section 255.05, in a form acceptable to the City, shall be provided and recorded with the Clerk of Volusia County at Contractors expense.

20. *Inspection*

(a) All supplies (which term throughout this clause includes without limitation raw materials, components, intermediate assemblies, and their products) shall be subject to inspection and test by the City, to the extent practicable at all times and places including the place of manufacturer, and in any event prior to acceptance.

(b) In the event any supplies or lots of supplies are defective in material or workmanship, or otherwise not in conformity with the requirements of this Contract, the City shall have the right either to reject them (with or without instructions as to their disposition) or to require their correction. Supplies or lots of supplies which have been rejected or required to be corrected shall be removed or, if permitted or required by the Finance Director, corrected in place by and at the expense of Contractor promptly after notice, and shall not thereafter be tendered for acceptance unless the former rejection or requirement of correction is disclosed. If Contractor fails promptly to remove such supplies or lots of supplies which are required to be removed or promptly to replace or correct such supplies or lots of supplies, the City may either (i) by contract or otherwise replace or correct such supplies and charge Contractor the cost for such replacement or correction; or (ii) may terminate this Contract for default as provided in the clause of this Contract entitled "Termination for Default." Unless Contractor corrects or replaces such supplies within the

delivery schedule, the Finance Director may require the delivery of such supplies at a reduction in price, which is equitable under the circumstances. Acceptance or rejection of the supplies shall be made as promptly as practicable after delivery, except as otherwise provided in this Contract. Failure to inspect and accept or reject supplies shall neither relieve Contractor from responsibility for such supplies as are not in accordance with the Contract requirements nor impose liability on the City therefor.

(c) The inspection and test by the City of any supplies or lots thereof does not relieve Contractor from any responsibility regarding defects or other failures to meet the Contract requirements, which may be discovered prior to acceptance. Except as otherwise provided in this Contract, acceptance shall be conclusive except as regards latent defects, fraud, or such gross mistakes as amount to fraud.

21. *Liability for Loss or Damage*.

(a) Contractor shall be liable for any loss of, or damage to, City property caused by the negligence, recklessness, or intended wrongful misconduct of Contractor, his/its agents, servants and employees and shall indemnify and save the City harmless against all actions, proceedings, claims, demands, costs, damages and expenses, including attorney's fees, by reason of any suit or action brought for any actual or alleged injury to or death of any person or damage to property other than City property, resulting from the performance of the Contract by Contractor, his/its agents, servants and employees. Contractor shall submit a full written report to the Finance Director within twenty-four (24) hours following the occurrence of such damage, loss or injury.

(b) To the fullest extent permitted by law, in addition to the express duty to indemnify City when there is any causal connection between Contractor's work and any injury, loss, damage, death or property damage, Contractor expressly undertakes a duty to defend City as a separate duty, independent of and broader than the duty to indemnify. The duty to defend agreed to by Contractor hereby expressly include all costs of litigation, attorney's fees, settlement costs and reasonable expenses in connection with the litigation, whether or not the claims made for loss, injury, damage or property damage are valid or groundless and regardless of whether the defense of City is maintained by the City or assumed by Contractor as long as the claims made could be causally connected to Contractor as reasonable determined by City.

22. *Non-discrimination*. During the performance of this Contract, Contractor agrees as follows:

(a) Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, disability, marital status, age or national origin, except where such is a bona-fide occupational qualification reasonably necessary to the normal operation of Contractor. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause. Contractor agrees and fully supports and complies with the Americans with Disabilities Act of 1990.

(b) Contractor shall state in all solicitations or advertisements for employees placed by or on behalf of Contractor that Contractor is an equal opportunity employer.

(c) Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient compliance with this provision. Contractor shall include the provisions of the foregoing subparagraphs (a), (b), and (c) in every subcontract or purchase order of over $10,000 so that the provisions will be binding upon each subcontractor or vendor.

23. *Disputes*. The City Manager, who shall reduce his decision to writing and mail or otherwise furnish a copy thereof to Contractor, shall decide disputes with respect to this Agreement. The decision by the City Manager shall be final and binding unless, within five (5) business days from the date of delivery of the decision of the City Manager,

appeal is made to the City Council in writing and delivered to the City Clerk, Robin L. Fenwick, MMC. The decision of the City Council shall be final and binding unless set aside by a court of competent jurisdiction as fraudulent, capricious, arbitrary, or so grossly erroneous as necessary to imply bad faith, or not to be supported by any evidence.

24. *Force Majeure*. Neither party shall be liable for any delay in performance or failure to perform any obligation hereunder if, and to the extent that, such failure or delay is caused by an event of Force Majeure. Force Majeure shall mean any act, event or condition that is beyond the party's reasonable control, that materially and adversely affects the party's ability to perform its obligations hereunder, and that is not the result of the party's willful neglect, error, omission or failure to exercise reasonable due diligence.

25. *E-Verify*. Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Contractor during the term of this Contract and shall expressly require any sub-contractors performing services pursuant to this Contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the sub-contractor during the term of this Contract.

26. *Controlling Law*. **THIS AGREEMENT CONTAINS IMPORTANT MATTERS AFFECTING LEGAL RIGHTS AND IS ACCEPTED AND ENTERED INTO IN FLORIDA AND ANY QUESTION REGARDING ITS VALIDITY, CONSTRUCTION, ENFORCEMENT, OR PERFORMANCE SHALL BE GOVERNED BY FLORIDA LAW. ANY LEGAL PROCEEDING ARISING FROM OR IN ANY WAY REGARDING THE AGREEMENT SHALL HAVE ITS VENUE LOCATED EXCLUSIVELY IN THE CIRCUIT COURT OF VOLUSIA COUNTY, FLORIDA, AND THE PARTIES HEREBY EXPRESSLY CONSENT AND SUBMIT THEMSELVES TO THE PERSONAL JURISDICTION AND VENUE OF THE COURT.**

27. *Additional Provisions*. This Contract includes all additional provisions as may have been outlined in written quotes and purchase orders and any attachments or exhibits to this Contract whether delivered herewith or subsequently approved as a part hereof, such as drawings or technical specifications prepared in the performance of this work. In the event of a conflict between any attachments or exhibits to this Contract, and this Contract, the language of this Contract shall control.

28. *Integration*. This Contract and the documents incorporated herein by reference shall constitute the whole agreement between the parties. There are no promises, terms, conditions, or obligations other than those contained herein, and this Contract shall supersede all previous communications, representations, or agreements, written or verbal, between the parties hereto.

29. *Notice*. For purposes of this agreement, notices shall be sent as follows:

City:
City of Port Orange
Attention: City Manager
1000 City Center Circle
Port Orange, Florida 32129
(386) 506-5501

Copy to:
City of Port Orange
Attention: Susan Lovallo, Parks and Recreation Director
1000 City Center Circle
Port Orange, Florida 32129
(386) 506-5852

Contractor: Paul Culver Construction, Inc.
Attention: Paul K. Culver, President
201 Osceola Avenue
Daytona Beach, Florida 32114
(386) 763-6200 – Telephone
paul@paulculverconstruction.com

Any notice or other communication given under the Contract will be in writing and delivered by hand, sent by facsimile (provided acknowledgement of receipt thereof is delivered to the sender), sent by certified, registered mail, or sent by any nationally recognized overnight courier service to the addresses provided herein. The parties may, from time to time and at any time, change their respective addresses and each will have the right to specify as its address any other address by at least 10 days written notice to the other party.

30. *Contract Construction*

This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same instrument. The delivery by facsimile or e-mail of an executed copy of this Agreement shall be deemed valid as if an original signature was delivered. No contract shall be formed between Contractor and the City until the City signs this Agreement.

31. *Authority to Sign*. Each person signing this Agreement warrants that he or she is duly authorized to do so and to bind the respective party to the Agreement.

***[Remainder of this page intentionally left blank]***

Witnesses:

Printed Name: ARLENE PACHOLSKY

Printed Name: Kaitlin Knox

**PAUL CULVER CONSTRUCTION, INC.**

By: _____

Paul K. Culver, President

*If this Contract is signed by an individual not identified as the President of the corporation in the records of the Florida Department of State, Division of Corporations, please provide written authorization for that individual to enter into contracts on behalf of the corporation.*

Date: February 26, 2024

**CITY OF PORT ORANGE**

By: _____
Donald O. Burnette, Mayor

Date: 3/5/2024

**ATTEST:**

By: _____
Robin L. Fenwick, MMC, City Clerk

Date: 3/5/2024

# EXHIBIT "1"

## Contractor's Quote

Consisting of 4 Pages

## (ATTACHMENT 1) - SERVICES COSTS/FEES PROPOSAL

**Complete, sign and date and include under Tab E in proposal**

### RFP #24-01
### General Contracting Services for Small Projects

| Please complete all fields shown in green and include with your proposal. | |
|---|---|
| **Name of Business:** | PAUL CULVER CONSTRUCTION, INC |
| **Contact Person:** | Paul K. Culver |
| **Email Address:** | paul@paulculverconstruction.com |
| **Authorized Signature:** | |

NOTE: All quoted hourly rates are to include all costs associated with the position, such as overhead, benefits, administrative costs and incidentals.

In the blank **Description** spaces below, if there are any additional positions that will be used for the services outlined in this RFP, please add the position names and hourly rates that coincide with them.

| Description | Unit of Measure | Unit Cost Normal Business Hours (As outlined in Section 3 of RFP) | Unit Cost After Normal Business Hours, Weekends, Holidays (As outlined in Section 3 of RFP) |
|---|---|---|---|
| General Manager or equivalent | Hour | 95.00 | 95.00 |
| Project Manager or equivalent | Hour | 85.00 | 85.00 |
| Project Supervisor/Superintendent or equivalent | Hour | 80.00 | 80.00 |
| Project Coordinator or equivalent | Hour | 53.00 | 78.00 |
| General Carpenter | Hour | 50.00 | 75.00 |
| Tradesman | Hour | 50.00 | 75.00 |
| Journeyman | Hour | 50.00 | 75.00 |
| General Laborer | Hour | 31.00 | 53.00 |
| | Hour | | |
| | Hour | | |
| | Hour | | |
| | Hour | | |
| | Hour | | |
| | Hour | | |
| Markup for subcontractor costs, materials, equipment rentals and any other costs not associated with Contractor's quoted labor rates (not to exceed 20%) | % | 17.5 % | |

## SECTION 3 – SCOPE OF SERVICES AND REQUIREMENTS

**SCOPE OF WORK:** The City of Port Orange (City) is soliciting sealed proposals for General Contracting Services for projects throughout the City with an estimated cost of less than $200,000 each on an as-needed basis.

The specifications are listed below and on the Services Costs/Fees Proposal Form. General Contractors will be responsible for meeting all specifications as outlined herein and on the Services Costs/Fees Proposal Form.

The City reserves the right to offer any project to any selected General Contractor (Contractor) regardless of the estimated dollar amount of the work, and to contract using a purchase order issued by the City.

**SERVICE AND PRODUCT WARRANTY**

All Products are warranted by the Proposer to be free from defects in materials and workmanship. The awarded Contractor will promptly replace any product that proves to be defective at no cost to the City or refund the City the purchase price. The Contractor will be responsible for repairing all of its work during the warranty period, at **no cost** to the City. Contractor agrees to repair and return faulty or defective equipment within thirty (30) days from receipt of request from the City or provide a temporary replacement. Manufacturers standard warranty shall be maintained with the application of all materials furnished for any work performed under the contract resulting from this solicitation. It is the Contractor's responsibility to perform preventive maintenance pursuant to the manufacturer's standard warranty guidelines during the term of the warranty. The Contractor shall provide a one (1) year warranty from the manufacturer, which will include all related products including labor, on all repair and installation work. Warranties for new work shall be for a total of one (1) year unless a different duration is requested by the City. In addition to all other warranties, the Contractor shall be responsible for faulty labor or workmanship and shall promptly correct improper work, without cost to the City, within 24 hours after receipt of notification of such faulty labor or workmanship. If the Contractor fails to correct defects within 24 hours, the City shall be entitled to have such work remedied by an authorized and certified installer, and the General Contractor shall be fully liable for all costs and expenses incurred by the City to remediate the defect(s). Payments in full or otherwise do not constitute a waiver of this warranty.

The Contractor shall reimburse the City for any losses or damages to the City and or personal property as a result of water or other damages due to faulty workmanship and or materials. The Contractor shall provide ready availability of parts and service to maintain all items when requested. The Contractor must provide service within the warranty period. If the repairs cannot be made at the location where the item is located, the Contractor must pick up the item, repair the item and return the item to the location where it is being used. The warranty period(s) will commence on the date of the acceptance by the City. The Contractor shall provide two (2) copies of documentation of all warranty coverage associated with work performed against this Contract, including all manufacturers' warranties. At a minimum, this documentation shall include:

1. Manufacturer and purchasing information;
2. Building physical addresses work was completed on;
3. Number of operating units;
4. Warranty start and expiration dates;
5. Specific warranty coverage detail;
6. Building and specific location on which warranted work was completed on items installed;
7. Points of contact for Warranty work, with address and telephone number;
8. All documentation provided by the manufacturer, including preventive maintenance warranty requirements.

All system installation and repairs shall be accomplished in accordance with applicable standards and specification of the City and individual manufacturer's installation recommendations. It will be the Contractor's responsibility for any and all clearing or cleaning of installation site.

All requested work shall be completed in accordance with all federal, state and local codes, and shall be inspected for compliance by the City's Building Code Enforcement inspector.

The Contractor shall be certified by the systems manufacturers as qualified to install systems (new, restoration or repairs). A written certification from each system manufacturer shall be submitted with bid package or within 24 hours of request. If the Contractor is not certified to install a specific manufacturer's product, the Contractor shall enter into a Sub-contract with a certified installer.

The Contractor shall, and in addition to all other guarantees, be responsible for faulty labor or workmanship and shall promptly correct improper work, without cost to the City, within 24 hours after receipt of notification of such faulty labor or workmanship. If the Contractor fails within 24 hours to correct defects, the Owner shall be entitled to have such work remedied and the Contractor shall be fully liable for all costs and expense reasonably incurred by the City. Payments in full or otherwise do not constitute a waiver of this guarantee. The guarantee period shall be effective for one (1) year after acceptance of the work by the City.

**SERVICE REQUIREMENTS**

The Contractor shall have sufficient number of personnel, materials, transportation and an adequate inventory of tools and equipment to perform work at the job site.

The Contractor shall provide sufficient staff, resources and facilities to ensure that the City's business is handled in a timely manner.

If the Contractor is unable to perform the work in a timely manner as agreed upon, the City shall have the right to rescind the Purchase Order and award to another Contractor.

If the Contractor for any reason fails to remain a Contractor for the City, then all records pertaining to City projects, scheduling, paperwork, warranty information and technical data shall be surrendered to the City within 10 business days.

Normal business hours for the City are 7:00a.m. to 5:00p.m. Monday through Friday. From time to time, work may be requested to be performed after normal business hours, on weekends, or holidays. If work to be performed under this contract is needed after normal business hours, such work must be approved by the City in writing prior to such work beginning. Any work done after normal business hours must be reflected as such on supporting documentation that accompanies applications for payment or invoices.

Emergency Work Requests may be needed from time to time. The Contractor must be able to meet the City's authorized representative within one (1) hour of notice at the job site, to review the scope of work, provide an estimate, and proceed with work after approval by owner, and in general be responsive to the emergency request.

The Contractor shall have at the time of the proposal opening and throughout the term of any contract, a current Florida General Contractors state license applicable to the performance of work as described.

The City reserves the right on a project-by-project basis to provide materials at which time the cost of materials will be deducted from the project price. The City will negotiate with the Contractor prior to the start of the project.

The City authorized representative shall provide a set of plans to the Contractor with a detailed scope of work which identifies the specific job description and the project schedule. A survey shall be conducted by the City's authorized representative or an approved consultant (depending on the size of the project at the discretion of the authorized City representative).

The Contractor acknowledges that work will be performed only after receipt of an authorized Notice to Proceed and/or Purchase Order. If during the course of work, the Contractor encounters unforeseen conditions which impact the cost of the work and which could not initially be evaluated, the Contractor shall not proceed without written authorization in the form of a change order and a change to the Purchase Order.

The Contractor's required time of performance shall commence when the Contractor mobilizes at the job site. Any travel time expenses shall be borne by the Contractor and will not be reimbursed by the City. The Contractor shall be responsible for notifying the City in writing of any conditions detrimental to proper and timely completion of work, including the presence of PCB'S and Asbestos. The Contractor shall not proceed with work until unsatisfactory conditions have been corrected in a manner acceptable to the Contractor and the City. It is the responsibility of the Contractor to locate any underground and above ground utilities and notify the utility companies when trenching or working near any utility lines, such as cable service, water and sewer service, telephone service and power lines.

**[END OF SCOPE OF WORK, WARRANTIES AND SERVICE REQUIREMENTS]**

**[Remainder of page left intentionally blank]**

# EXHIBIT "2"

## Sample Task Authorization

Consisting of 3 Pages

**TASK AUTHORIZATION NO. ___**
**Standard Contract for Services**
**for General Contracting Services for Small Projects**
**dated _____, 2024,**
**Between the City of Port Orange, Florida and Paul Culver Construction, Inc.**

THIS Task Authorization is entered into by and between the **CITY OF PORT ORANGE, FLORIDA**, a chartered municipal corporation with its principal place of business at 1000 City Center Circle, Port Orange, Florida 32129 (the "City") and **Paul Culver Construction, INC.**, Florida corporation, with its principal place of business at 201 Osceola Avenue, Daytona Beach, Florida 32114 ("Contractor"), and hereinafter collectively referred to as the "Parties," and is to that certain Standard Contract for Services relating to General Contracting Services for Small Projects, as dated above, and any amendments thereto, hereinafter collectively referred to as the "Contract." The Parties, in exchange for the mutual covenants contained herein and in the Contract, agree as follows:

1. This Task Authorization expressly modifies the Contract and in the event of a conflict, the terms and conditions of this Task Authorization shall prevail.

2. In addition to all other terms and conditions contained in the Contract, Contractor shall provide _____, and as more particularly described in the Scope of Services attached hereto and incorporated herein as **Task Authorization Exhibit "1."**

3. Contractor shall complete the services to be provided herein no later than _____ from the date of issuance of a written Notice to Proceed by the City to the Contractor.

4. In return for the services identified above, the City agrees to compensate Contractor at the prices set forth in Exhibit "1," attached hereto and made a part hereof, subject to a limit not to exceed $_____. All payments shall be governed by the Local Government Prompt Payment Act as Set forth in Sections 218.70 through 218.79, Florida Statutes, as amended.

5. Contractor shall provide a 100% Combination Payment and Performance Bond in accordance with Florida Statutes Section 255.05, including the Front Page and Certificate for Filing in Public Records, in a form substantially similar to the forms attached hereto as Task Authorization Exhibit "1," and acceptable to the Port Orange City Attorney, and recorded with the Clerk of Volusia County at Contractor's expense. A separate bond shall be provided from the Surety which identifies and covers the scope of work for the project stated in this Task Authorization along with all other provisions of this Task Authorization with the penal sum of such bond being not less that the contract sum described in this Task Authorization. If any surety bond furnished in connection with this Task Authorization becomes unacceptable to the City, Contractor shall promptly furnish such additional security as may be required from time to time to protect the interests of the City and a person supplying labor and materials in the prosecution of work contemplated by this Task Authorization No. 2.

6. This Task Authorization may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same instrument. The delivery by facsimile or e-mail of an executed copy of this Task Authorization shall be deemed valid as if an original signature was delivered. No contract shall be formed between the Contractor and the City, until the City signs this Task Authorization.

IN WITNESS WHEREOF, the Parties have made and executed this Task Authorization for the purposes herein expressed on the dates set forth below.

Witnesses:

**PAUL CULVER CONSTRUCTION, INC.**

_____ By:_____

Printed Name:_____ Paul K. Culver, President

_____ Date:_____

Printed Name:_____

**CITY OF PORT ORANGE**

By:_____
Wayne Clark, City Manager ***OR***
Donald O. Burnette, Mayor

Date:_____

**ATTEST:**

By:_____
Robin L. Fenwick, MMC, City Clerk

Date:_____

# EXHIBIT "3"

## Sample Payment and Performance Bond

Consisting of 3 Pages

FRONT PAGE FOR BOND REQUIRED BY SECTION 255.05, F.S.

# PAYMENT AND PERFORMANCE BOND

(Public Works)

Notice and Time Limitations Must Be In Accordance
With Section 255.05(2), (8) and (10), Florida Statutes

**BOND NO.** _____

---

**PRINCIPAL**:
Developer or Contractor: _____
Principal Business Address: _____
_____
Contact Person: _____
Phone Number: _____

---

**SURETY**: _____
Address: _____
_____
Contact Person: _____
Phone Number: _____

---

**OWNER**: City of Port Orange, Florida, a chartered municipal corporation
1000 City Center Circle
Port Orange, Florida 32129-4144
Contact Person: City Manager
Phone Number: (386) 506-5501

---

**Amount**: $_____ **City Case/Project No.** _____

**Description of Work**: _____

**Project Location**: _____
Port Orange, Volusia County, Florida

**Legal Description**: _____

Front Page

All other pages are subsequent to this page regardless of any numbers that may be printed thereon.

City Project No._____
Bond No._____

# COMBINATION PAYMENT AND PERFORMANCE BOND
# FOR
# PUBLIC CONSTRUCTION

*per Section 255.05, Florida Statutes*
Guaranty for Construction of Public Improvements

BY THIS BOND, We, _____ as Principal, and _____, a corporation, as Surety, are bound to **CITY OF PORT ORANGE, FLORIDA**, a Florida municipal corporation, herein called "Owner" or sometimes referred to as "City," in the sum of _____ **DOLLARS** (**$**_____), 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 terms of that certain _____ having an effective date of _____, entered into by and between the Principal and the City, for _____, hereinafter referred to as 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 (the "Work"); and

3. Pays Owner all losses, damages, delay damages (including contractually authorized liquidated damages), expenses, costs, and attorney's fees, including appellate proceedings, that Owner sustains because of a breach or material breach by Principal under the Contract documents; 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.

**Notice of Nonpayment and Time Limitations**

Any action instituted by a claimant under this bond for payment must be in accordance with the notice and time limitation provisions in Sections 255.02(2), (8) and (10), 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.

IN WITNESS WHEREOF, this performance and payment bond is executed in duplicate originals, each of which shall be deemed an original, this _____, day of _____, 20__.

Attest:

_____
(Name of Principal)

_____
(As to Corporate Principal) Secretary

By:_____
Name/Title:_____

_____
(Witness to Principal)

*(Corporate Seal)*

_____
(Surety)

_____
(Witness to Surety)

By:_____
Name:_____
(Attorney-in-Fact)

*(Corporate Seal)*

---

*NOTE:* ***Date of BOND must not be prior to date of Contract.*** *If Developer/Principal is Partnership, all partners should execute BOND. All BONDS signed by an agent must be accompanied by a certified copy of the authority to act.*

*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.

---

# CITY OF PORT ORANGE

## Agreement

## RENEWAL FORM

*******THIS FORM IS VALID IF EXECUTED PRIOR TO THE ORIGINAL AGREEMENT/CONTRACT EXPIRATION DATE*******

***Verify your records by providing the following information:***

Name of Company/Organization: Paul Culver Construction, Inc. ("Contractor")
Name of Contact Person: Paul K. Culver, President
Mailing Address: 201 Osceola Ave, Daytona Beach, FL 32114
E-Mail Contact Address: paul@paulculverconstruction.com
Phone: 386-763-6200 Fax: _____

☑ Standard Contract for Service CA No. CA8361
☐ Piggyback Agreement CA No. _____
☐ Purchase Order No. _____
**Renewal Term:** From March 5, 2026 To: March 4, 2027 (1st of 3)
**Contractor to Provide to City:**
☐ Updated Bond
☑ Insurance Certificate/City as additional insured and Waiver of Subrogation for WC

***To be completed by the Contractor:***

**YES _X_ Contractor desires to renew this Agreement for another term at the same price, requirements, specifications, and conditions as provided for above.**

**NO ____ Contractor does not desire to renew this Agreement for another term.**

***If this Contract is signed by an individual not identified as an Officer of the Entity in the records of the Florida Department of State, Division of Corporations, please provide written authorization for that individual to enter into contracts on behalf of the Entity.***

**Contractor's Authorized Representative:** Paul K. Culver *Signature* **Date:** 9/22/2025

***Please return to the City of Port Orange as follows:***

Department: Parks & Recreation Telephone: 386-506-5852
Contact: Jennifer Cox Fax: _____
E-Mail jcox@port-orange.org

---

***For City Use Only:***

***Department Completes the Following:***

☑ Renewal Accepted by the Department
☐ Bond received by the Department ***OR*** ☑ Bond not applicable
☑ Insurance Certificate received by the Department ***OR*** ☐ Insurance waived by City Manager

**City Manager:** _____ **Date:** 10/23/2025

**Original Signed Form Must Be Returned to the City Clerk**

*Form 13024*

**2024 FLORIDA PROFIT CORPORATION ANNUAL REPORT**

**FILED**
**Feb 02, 2024**
**Secretary of State**
**2436798203CC**

DOCUMENT# P05000025877

**Entity Name:** PAUL CULVER CONSTRUCTION, INC.

**Current Principal Place of Business:**

201 OSCEOLA AVE
DAYTONA BEACH, FL 32114

**Current Mailing Address:**

201 OSCEOLA AVE
DAYTONA BEACH, FL 32114 US

**FEI Number: 20-2380437**

**Certificate of Status Desired:** No

**Name and Address of Current Registered Agent:**

CULVER, PAUL K
201 OSCEOLA AVE
DAYTONA BEACH, FL 32114 US

*The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.*

SIGNATURE:

Electronic Signature of Registered Agent — Date

**Officer/Director Detail :**

| | |
|---|---|
| Title | PRESIDENT |
| Name | CULVER, PAUL K |
| Address | 201 OSCEOLA AVE |
| City-State-Zip: | DAYTONA BEACH FL 32119 |

*I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am an officer or director of the corporation or the receiver or trustee empowered to execute this report as required by Chapter 607, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.*

SIGNATURE: PAUL K CULVER PRESIDENT 02/02/2024

Electronic Signature of Signing Officer/Director Detail — Date

**IMPORTANT: This certificate must be completed and returned by the Awarded Bidder upon issuance of a Notice of Intent to Award by the Purchasing Department of the City of Port Orange.**

## HUMAN TRAFFICKING AFFIDAVIT
## (SECTION 787.06, FLORIDA STATUTES)

STATE OF FLORIDA §
§
COUNTY OF VOLUSIA §

The undersigned ("Affiant"), on behalf of the entity listed below ("Entity"), after being duly sworn, hereby attests as follows:

1. My name is Paul Culver. I am over the age of Twenty-one years old. I am the President (Title) of Paul Culver Construction, Inc (Business Name), a non- governmental entity which does business in the State of Florida, hereinafter called the "Entity."
2. I have personal knowledge of each and every statement of fact contained herein, and each and every statement of fact is true and correct.
3. Entity does not use coercion, as defined in Section 787.06, Florida Statutes, for labor or services.
4. The undersigned is an officer or representative of the entity and is authorized to execute this affidavit on behalf of the Entity.
5. Under penalties of perjury, I declare that I have read the foregoing Human Trafficking Affidavit and that the facts stated herein are true.

Further Affiant sayeth not.

Date: October 2, 2025

Signed: _____
Print Name: Paul K Culver
Title: President

SUBSCRIBED AND SWORN before me by means of [_XX_] physical presence or [__] online notarization on the 2nd day of October, 2025 by Paul Culver as President on behalf of Paul Culver Construction, Inc who is personally known to me or who has produced _____ as identification.

(Notary Seal)

Notary Public, State of Florida
*Printed name, commission and expiration of commission term*

NOTARY PUBLIC
Expires
6/10/2028
Rose Arlene Pacholsky
My Commission
HH 503287
STATE OF FLORIDA

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 02/02/2026

**THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.**

**IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).**

| | |
|---|---|
| **PRODUCER**<br>Brown and Brown Insurance Services, Inc<br>PO Box 2412<br>Daytona Beach FL 32115 | **CONTACT NAME:** Kaylan Stone<br>**PHONE (A/C, No, Ext):** (386) 333-6133 **FAX (A/C, No):**<br>**E-MAIL ADDRESS:** Kaylan.Stone@bbrown.com |
| **INSURED**<br>Paul Culver Construction, Inc.<br>201 Osceola Ave<br>Daytona Beach FL 32114 | **INSURER(S) AFFORDING COVERAGE** — **NAIC #**<br>**INSURER A :** Geico Marine Ins Co — 37923<br>**INSURER B :** Ascot Specialty Ins Co — 45055<br>**INSURER C :** American Builders Ins Co — 11240<br>**INSURER D :** Southern-Owners Ins Co — 10190<br>**INSURER E :** Lloyd's of London<br>**INSURER F :** |

**COVERAGES** **CERTIFICATE NUMBER:** 26-27 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| B | [X] COMMERCIAL GENERAL LIABILITY<br>[ ] CLAIMS-MADE [X] OCCUR<br>[X] XCU Included<br>[ ]<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br>[ ] POLICY [X] PRO-JECT [ ] LOC<br>[ ] OTHER: | | | ESGL2610005889-01 | 02/10/2026 | 02/10/2027 | EACH OCCURRENCE<br>DAMAGE TO RENTED PREMISES (Ea occurrence)<br>MED EXP (Any one person)<br>PERSONAL & ADV INJURY<br>GENERAL AGGREGATE<br>PRODUCTS - COMP/OP AGG<br>[ ] | $ 1,000,000<br>$ 100,000<br>$ Excluded<br>$ 1,000,000<br>$ 2,000,000<br>$ 2,000,000<br>$ |
| A | **AUTOMOBILE LIABILITY**<br>[ ] ANY AUTO<br>[ ] OWNED AUTOS ONLY [X] SCHEDULED AUTOS<br>[ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY | | | 9300276081 | 02/10/2026 | 02/10/2027 | COMBINED SINGLE LIMIT (Ea accident)<br>BODILY INJURY (Per person)<br>BODILY INJURY (Per accident)<br>PROPERTY DAMAGE (Per accident)<br>PIP | $ 1,000,000<br>$<br>$<br>$<br>$ 10,000 |
| B | [ ] **UMBRELLA LIAB** [X] OCCUR<br>[X] **EXCESS LIAB** [ ] CLAIMS-MADE<br>[ ] DED [ ] RETENTION $ | | | ESXS2510004488-02 | 02/10/2026 | 02/10/2027 | EACH OCCURRENCE<br>AGGREGATE<br>Prods & Completed Ops | $ 5,000,000<br>$ 5,000,000<br>$ 5,000,000 |
| C | **WORKERS COMPENSATION AND EMPLOYERS' LIABILITY**<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? **(Mandatory in NH)** Y / N: N<br>If yes, describe under DESCRIPTION OF OPERATIONS below | N / A | | WCV 0310621 04 | 02/10/2026 | 02/10/2027 | [X] PER STATUTE [ ] OTH-ER<br>E.L. EACH ACCIDENT<br>E.L. DISEASE - EA EMPLOYEE<br>E.L. DISEASE - POLICY LIMIT | <br>$ 1,000,000<br>$ 1,000,000<br>$ 1,000,000 |
| D | Installation Floater | | | 72449923 | 02/10/2026 | 02/10/2027 | | 600,000 |

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**

SEE NOTES FOR POLICY COVERAGE FORMS
CITY OF PORT ORANGE IS ADDITIONAL INSURED AND WAIVER OF SUBROGATION APPLIES AS REQUIRED BY WRITTEN CONTRACT AND IF APPLICABLE, PER THE FORMS LISTED ON THE ATTACHED ADDITIONAL REMARKS SCHEDULE.

**CERTIFICATE HOLDER**

CITY OF PORT ORANGE
1000 CITY CENTER CIRCLE
PORT ORANGE FL 32129

**CANCELLATION**

**SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.**

**AUTHORIZED REPRESENTATIVE**

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AGENCY CUSTOMER ID: _____

LOC #: _____

# ADDITIONAL REMARKS SCHEDULE

Page ____ of ____

| AGENCY | NAMED INSURED |
|---|---|
| Brown and Brown Insurance Services, Inc | Paul Culver Construction, Inc. |
| POLICY NUMBER | |
| CARRIER / NAIC CODE | EFFECTIVE DATE: |

**ADDITIONAL REMARKS**

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,**

**FORM NUMBER:** 25 **FORM TITLE:** Certificate of Liability Insurance: Notes

INSURER E - CONTRACTORS POLLUTION LIABILITY:
POLICY #ANE542338726
EFF:02/10/26-02/10/27
$1,000,000 EACH POLLUTION CONDITION
$1,000,000 AGGREGATE
DED $2,500 EACH POLLUTION INCIDENT

INSURER E - PROFESSIONAL LIABILITY:
POLICY # ANE542338726
EFF: 02/10/26-02/10/27
LIMIT: $1,000,000

CURRENT BLANKET POLICY FORMS

GENERAL LIABILITY
1.) CG2010 0413 - ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - SCHEDULED PERSON OR ORGANIZATION
2.) CG2037 0413 - ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS
3.) CG2404 0509 - WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US
4.) CG2001 0413 - PRIMARY AND NONCONTRIBUTORY - OTHER INSURANCE CONDITION
5.) CGA354 0920 - PER PROJECT AGGREGATE; CAP AMOUNT $5M
6.) LI GL 9927 0817 - NOTICE OF CANCELLATION - CERTIFICATE HOLDERS (30 DAY NOTICE OF CANCELLATION)

AUTO LIABILITY
1.) BA2048B 1224 - (ADDITIONAL INSURED, PRIMARY AND NONCONTRIBUTORY)
2.) BA0444B 1224 - (WAIVER OF SUBROGATION)

WORKERS COMPENSATION
1.) WC000313 0484 - WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

EXCESS LIABILITY
1.) CX0001 0413 - THE EXCESS LIABILTY IS FOLLOW FORM OVER THE GENERAL LIABILITY, AUTO AND EMPLOYERS LIABILITY.


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# CITY COUNCIL AGENDA ITEM

**COUNCIL MEETING DATE 6/2/2026**

**SUBJECT:** (B8) Resolution No. 26-25 - Budget Resolution for Fire Suppression System Modifications at the YMCA

**DEPARTMENT:** Parks & Recreation

**GOAL:** 1 - Public Safety

**RECOMMENDED MOTION:** Move to approve a budget transfer for the Amendment to Task Authorization #6 to Paul Culver Construction, Inc. for $55,698, and authorize the Mayor and City Clerk to sign the necessary documents

**SUMMARY:** As part of the Fire Marshal's inspection process for a new fire panel, it was determined that additional fire suppression items are needed in some areas of the YMCA where the use and structure have changed over the years. These changes are necessary to comply with current National Fire Protection Association (NFPA) code requirements.

The modifications include providing required upgrades to the existing sprinkler system, additional smoke detectors, alarm pull stations, fire alarm speakers and strobes, additional emergency lights and other fire suppression items. All upgrades and modifications have been required by the City Fire Marshal pursuant to current code requirements and increase the project cost by $55,698.

The project expenditure account does not currently have sufficient budgeted funds to cover this additional expense. Staff is requesting a budget transfer from the Fund Balance of the Recreation Facilities Fund (Fund 106) to the project expenditure account to fund the required improvements.

Timely completion of this work is critical, as the YMCA operates after-school programs and day camps that require a current fire inspection approval from the State of Florida for licensing purposes.

PRESENTER: Susan Lovallo

**ATTACHMENTS:**

| | | |
|---|---|---|
| 1. | Budget Resolution No 26-25 w exhibit | Budget Resolution No 26-25 w exhibit.pdf |
| 2. | Budget Amendment-Transfer Request PK25D | Budget Amendment-Transfer Request PK25D.pdf |

| | |
|---|---|
| Jennifer Cox | Created/Initiated - 05/11/2026 |
| Susan Lovallo | Approved - 05/12/2026 |
| Sue Wang | Approved - 05/16/2026 |
| Matthew Jones | Approved - 05/26/2026 |
| Wayne Clark | Final Approval - 05/28/2026 |

RESOLUTION NO. 26-25

A RESOLUTION OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, APPROPRIATING OPERATING, AND CAPITAL FUNDS FOR THE FISCAL YEAR 2025-2026 BUDGET; TO APPROPRIATE FUNDS FOR THE UPGRADES TO THE YMCA FIRE ALARM MODIFICATIONS PROJECT FROM EXISTING AVAILABLE FUND EQUITY IN THE RECREATION FACILITIES FUND BALANCE (106) IN THE AMOUNT OF $55,698 SETTING FORTH REVENUES AND EXPENDITURES; PROVIDING FOR SCRIVENER'S ERRORS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council desires to budget for the designation of funds from the existing available fund equity in the Recreation Facilities Fund (Fund 106) to the appropriate project expenditure account within the Recreation Facilities Fund to fund the additional upgrades and modifications to the fire alarm system at the YMCA; and

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA:

Section 1. The above Recitals are incorporated by reference into the body of this Resolution.

Section 2. The funds for the City operating and capital items are hereby appropriated as set forth in Composite Exhibit A, attached hereto, which reflects revenues and corresponding expenditures for the designated project.

Section 2. The budget item adopted in the preceding section shall govern the expenditures relating to such items for the City during the ensuing fiscal year effective October 1, 2025, through September 30, 2026.

Section 3. Supplemental appropriations, reductions of appropriations, emergency appropriations, and interdepartmental transfers of appropriations may be affected by the City Council and the City Manager as deemed necessary in strict compliance with the procedures specified in Chapter 2, Article VI, Division 3, Code of Ordinances, City of Port Orange, Florida.

Section 4. Scrivener's Errors. Typographical errors and other matters of a similar nature that do not affect the intent of this Resolution, as determined by the City Clerk and City Attorney, may be corrected.

Section 5. This resolution shall become effective immediately upon adoption.

_____
MAYOR SCOTT STILTNER

ATTEST:

_____
Robin Fenwick, MMC, City Clerk

Adopted on the _____day of _____

Reviewed and Approved: _____
Matthew J. Jones, City Attorney

# Exhibit "A" DETAIL FOR RES. 26-25
# BUDGET ADJUSTMENT REQUEST

| FUND | ACCOUNT DESCRIPTION | | ADJUSTMENT REQUEST | DESCRIPTION |
|---|---|---|---|---|
| **RECREATION FACILITIES -106** | | | | |
| | APPROPRIATED FUND BALANCE | | 55,698 | PK25D YMCA FIRE ALARM SYSTEM |
| | | **REVENUES** | **55,698** | |
| | YMCA FIRE ALARM MODIFICATIONS | | 55,698 | PK25D YMCA FIRE ALARM SYSTEM |
| | | **EXPENDITURES** | **55,698** | |
| | | **TOTAL REVENUES** | **55,698.00** | |
| | | **TOTAL EXPENDITURES** | **55,698.00** | |
| | | **VARIANCE** | **-** | |

Exhibit "A"

## AMENDED BUDGET FISCAL YEAR 2026

| Fund | Description | Adopted Resolution 25-45 | Resolution 25-52 | Resolution 26-1 | Resolution 26-20 | Resolution 26-25 | Amended Budget |
|---|---|---|---|---|---|---|---|
| 001 | General Fund | $ 63,318,007 | $ 648,978 | $ 345,000 | $ 2,420,828 | - | $ 66,732,813 |
| 010 | National Opioid Litigation | 32,540 | - | - | - | - | $ 32,540 |
| 019 | Federal Disaster Fund | - | 283,226 | - | - | - | $ 283,226 |
| 102 | Tax Increment - Eastport | 737,112 | - | - | - | - | $ 737,112 |
| 103 | Tax Increment - Town Center | 477,372 | - | - | - | - | $ 477,372 |
| 106 | Recreation Facilities | 275,000 | 214,046 | 87,889 | 300,000 | 55,698.00 | $ 932,633 |
| 109 | Building & Inspections | 2,930,112 | 22,500 | - | - | - | $ 2,952,612 |
| 199 | Grant Special Revenue | - | - | - | - | - | $ - |
| 214 | Debt Services GO | 903,238 | - | - | - | - | $ 903,238 |
| 217 | Debt Services Eastport Tax Note | - | - | - | - | - | $ - |
| 218 | Debt Services Town Center Bonds | 406,613 | - | - | - | - | $ 406,613 |
| 220 | Debt Services Bonds | 1,152,150 | - | - | - | - | $ 1,152,150 |
| 221 | 2025 GO Bond Debt | 4,650,000 | - | - | - | - | $ 4,650,000 |
| 301 | Capital Projects | 1,667,274 | 4,577,510 | - | - | - | $ 6,244,784 |
| 310 | Police Impact Fee | 65,000 | 30,000 | - | - | - | $ 95,000 |
| 311 | Fire Impact Fee | 276,000 | - | - | - | - | $ 276,000 |
| 312 | Transportation Impact Fee | 268,000 | - | - | - | - | $ 268,000 |
| 313 | Recreation Impact Fee | 233,000 | - | - | - | - | $ 233,000 |
| 317 | General Capital Replacement | 18,579,827 | 14,813,588 | 400,000 | (183,148) | - | $ 33,610,267 |
| 321 | Parks Bond Capital Projects | 4,650,000 | 1,798,104 | - | 5,346,515 | - | $ 11,794,619 |
| 401 | Water & Sewer System | 34,212,902 | 314,070 | 260,000 | - | - | $ 34,786,972 |
| 403 | Water & Sewer R&R | 34,050,000 | 50,289,671 | 260,000 | | - | $ 84,599,671 |
| 405 | Water Impact Fee | 701,000 | - | - | - | - | $ 701,000 |
| 410 | Solid Waste | 10,807,788 | 29,600 | - | - | - | $ 10,837,388 |
| 412 | Stormwater Utility | 7,189,118 | 37,725 | - | - | - | $ 7,226,843 |
| 413 | Stormwater Capital | 8,025,000 | 11,872,868 | - | 724,890 | - | $ 20,622,758 |
| 414 | Drainage Bond Sinking | 699,239 | - | - | - | - | $ 699,239 |
| 416 | Wetland Mitigation | 109,049 | - | - | - | - | $ 109,049 |
| 417 | Water Sewer Bond | - | - | 15,000,000 | - | - | $ 15,000,000 |
| 418 | SRF Debt Service | 784,846 | - | - | - | - | $ 784,846 |
| 420 | Forestry | 403,907 | 715,109 | - | - | - | $ 1,119,016 |
| 450 | Golf Course Operating | 3,266,671 | 300,000 | - | - | - | $ 3,566,671 |
| 501 | Information Technology | 4,072,932 | 192,361 | - | - | - | $ 4,265,293 |
| 503 | Vehicle Maintenance | 1,845,298 | - | - | - | - | $ 1,845,298 |
| 504 | Risk Management | 2,469,223 | 237,383 | - | - | - | $ 2,706,606 |
| 505 | Lease & Replacement | 14,290,844 | 1,088,697 | - | - | - | $ 15,379,541 |
| 606 | Police Benefit Trust | 4,500 | - | - | - | - | $ 4,500 |
| 607 | Police Forfeiture | 95,000 | - | - | 52,900 | - | $ 147,900 |
| 615 | Police Education Trust | 10,000 | - | - | - | - | $ 10,000 |
| 621 | Recreation Scholarship | 22,450 | - | 16,000 | - | - | $ 38,450 |
| 625 | Federal Police Forfeiture | 15,000 | - | - | - | - | $ 15,000 |
| | **Grand Total:** | **$ 223,696,012** | **$ 87,465,436** | **$ 16,368,889** | **$ 8,661,985** | **$ 55,698** | **$ 336,248,020** |

# City of Port Orange FY2026
# Budget Amendment/Transfer
# Request Form

**Date** 3/26/26

| **Department** | Parks & Recreation |
|---|---|

**Request**

Additional funds needed for YMCA fire suppression system repairs.

**Justification**

The City Fire Marshall has requested the upgrades/changes to the project.

| **Amount** | **Funding Source** |
|---|---|
| $55,698 | TBD |

**Budget to be Placed**

| Fund | Dept/Division | Activity | Object | Project |
|---|---|---|---|---|
| 106 | 5100 | 572 | 56254 | PK25D |

Department Head Signature Susan L Lovell

Finance Director Signature _____ Date 3/26/26

_____

Please email completed form to budgetteam@port-orange.org

# CITY COUNCIL AGENDA ITEM

**COUNCIL MEETING DATE 6/2/2026**

---

**SUBJECT:** (B9) Resolution No. 26-26 - Waiver of Building Permit Fees to bring a Substantially Damaged Structure into Compliance

**DEPARTMENT:** Community Development

**GOAL:** 3 - Quality of Life 2 - Infrastructure

---

**RECOMMENDED MOTION:** Move to approve Resolution No. 26-26.

---

**SUMMARY:** At the March 18, 2025, City Council Meeting, Council approved waiving building permit fees for structures damaged by Hurricanes Ian, Nicole, and Idalia for participants in the FEMA Hazard Mitigation Grant Program (HMGP), FEMA Flood Mitigation Assistance (FMA) Program, or the Volusia County Transform 386 Program, as well as for property owners bringing substantially damaged structures into compliance with the City's Land Development Code (LDC) using funds other than state or county grant funding (Resolution No. 25-18). At the time Resolution No. 25-18 was approved, building permit fees for work associated with Hurricane Milton were waived through July 28, 2025, pursuant to Resolution No. 25-10. Therefore, the current resolution waiving building permit fees for structures determined to be substantially damaged by the city, or for participants in the FEMA Hazard Mitigation Grant Program (HMGP), FEMA Flood Mitigation Assistance (FMA) Program, Elevate Florida Program, or the Volusia County Transform 386 Program, does not clearly include building permits submitted due to Hurricane Milton.

Staff has recently begun receiving building permit applications for the demolition and rebuilding of homes through the Volusia County Transform 386 Program due to damage from Hurricane Milton, as well as applications from property owners using funding sources other than federal, state or county grant programs to demolish and rebuild homes that were determined by the City to be substantially damaged as a result of Hurricane Milton.

Staff requests approval of Resolution No. 26-26, which will amend and restate Resolution No. 25-18 to waive building permit fees for property owners who participate in the FEMA Hazard Mitigation Grant Program (HMGP), FEMA Flood Mitigation Assistance (FMA) Program, Elevate Florida Program, or the Volusia County Transform 386 Program, or who are bringing substantially damaged structures into compliance with the Florida Building Code, FEMA National Flood Insurance Program (NFIP) requirements, and the City's LDC, regardless of funding source, including grant funding, personal funds, or other sources. This resolution will extend the building permit fee

waivers to include demolition, repair, or rebuilding of structures that City Staff determines are substantially damaged, as well as participants in a federal, state or county grant program.

PRESENTER: Tim Burman

**ATTACHMENTS:**

| | | |
|---|---|---|
| 1. | Resolution No. 26-26 | Resolution No. 26-26.pdf |

| | |
|---|---|
| Tim Burman | Created/Initiated - 05/18/2026 |
| Tim Burman | Approved - 05/18/2026 |
| Sue Wang | Approved - 05/19/2026 |
| Shannon Balmer | Approved - 05/22/2026 |
| Wayne Clark | Final Approval - 05/26/2026 |

# RESOLUTION NO. 26-26

A RESOLUTION OF THE CITY COUNCIL OF PORT ORANGE FLORIDA AMENDING AND RESTATING RESOLUTION NO. 25-18 RELATING TO PROVISION OF A WAIVER OF BUILDING PERMIT FEES FOR REPAIRS RELATED TO BUILDINGS AND STRUCTURES DETERMINED BY THE CITY OF PORT ORANGE TO BE SUBSTANTIALLY DAMAGED BY HURRICANES IAN, NICOLE, OR MILTON FOR CURRENT PARTICIPANTS IN THE VARIOUS STATE AND FEDERAL GRANT PROGRAMS, INCLUDING BUT NOT LIMITED TO THE CITY'S FEMA HAZARD MITIGATION GRANT PROGRAM (HMGP), FLOOD MITIGATION ASSISTANCE (FMA), ELEVATE FLORIDA, OR VOLUSIA COUNTY'S TRANSFORM 386 PROGRAM SEEKING ASSISTANCE AVAILABLE FOR HURRICANES IAN, NICOLE, IDALIA, AND MILTON; PROVIDING FOR A WAIVER OF BUILDING PERMIT FEES FOR THOSE WITH REPAIRS RELATED TO BUILDINGS AND STRUCTURES DETERMINED BY THE CITY OF PORT ORANGE TO BE SUBSTANTIALLY DAMAGED BY HURRICANES IAN, NICOLE, OR MILTON AND WHO ARE BRINGING SAID BUILDINGS AND STRUCTURES INTO COMPLIANCE WITH THE FLORIDA BUILDING CODE, FEMA NATIONAL FLOOD INSURANCE PROGRAM (NFIP) REQUIREMENTS, AND/OR THE CITY'S LDC, REGARDLESS OF THE FUNDING SOURCE, WHICH MAY INCLUDE GRANT FUNDING, PERSONAL FUNDS, OR OTHER SOURCES; PROVIDING FOR AN INTENT AND PURPOSE OF THIS RESOLUTION; PROVIDING FOR REPEAL OF CONFLICTING RESOLUTIONS; PROVIDING FOR SEVERABILITY AND PROVIDING AN EFFECTIVE DATE.

WHEREAS**,** Hurricanes Ian and Nicole caused significant damage to properties within the geographic area of the City of Port Orange in late September and early November of 2022, respectively; and

WHEREAS, Hurricane Milton caused significant damage to properties within the geographic area of the City of Port Orange in early October of 2024; and

WHEREAS**,** Section 252.38(3), *Florida Statutes,* provides authority for local governments such as the City of Port Orange to declare a local state of emergency and to take actions in emergency situations such as waiving the procedures and formalities otherwise required of political subdivisions by State law; and

WHEREAS, the permit fee waivers established by Executive Order and Resolution No.23-21 for repairs associated with bringing a building or structure that has been determined by the City of Port Orange to have been substantially damaged due to Hurricanes Ian and Nicole ended on December 31, 2023;

WHEREAS, the permit fee waivers established by Executive Order and Resolution No.25-10 and Resolution No. 25-18 for repairs associated with bringing a building or

structure that has been determined by the City of Port Orange to have been substantially damaged due to Hurricane Milton ended on July 28, 2025; and

WHEREAS, due to the significant and widespread impacts of Hurricanes Ian, Nicole, and Milton to the City of Port Orange, the recovery effort has been lengthy and ongoing, specifically for those citizens who are currently in the process of seeking recovery and assistance through the City's FEMA Hazard Mitigation Grant Program (HMGP) or City's FEMA Flood Mitigation Assistance (FMA), or Volusia County Transform 386 Program, Elevate Florida, and other available state and federal grant programs to bring a building or structure that has been determined by the City of Port Orange to have been substantially damaged by Hurricanes Ian, Nicole, and Milton into compliance; and

WHEREAS, due to the significant and widespread impacts of Hurricanes Ian, Nicole, and Milton to the City of Port Orange, the recovery effort has been lengthy and ongoing, specifically for those citizens currently funding their recovery efforts to bring a building or structure that has been determined by the City of Port Orange to have been substantially damaged by Hurricanes Ian, Nicole, and Milton into compliance, regardless of the funding source, which may include grant funding, personal funds, or other sources; and

WHEREAS**,** due to the protracted process of seeking recovery and assistance from the impacts of Hurricanes Ian, Nicole, and Milton for those citizens currently navigating the particular requirements and timelines of the City's FEMA Hazard Mitigation Grant Program (HMGP), City's FEMA Flood Mitigation Assistance (FMA), Volusia County's Transform 386 Program, Elevate Florida, and other available state and federal grant programs to bring a building or structure that has been determined by the City of Port Orange to have been substantially damaged by Hurricanes Ian, Nicole, or Milton into compliance, the City desires to provide building permit waivers for said citizens in a continuing effort to assist those in their ongoing recovery efforts; and

WHEREAS, due to the protracted process of recovery from the impacts of Hurricanes Ian, Nicole, and Milton for those citizens funding their recovery efforts, regardless of the funding source, which may include grant funding, personal funds, or other sources, to bring a building or structure that has been determined by the City of Port Orange to have been substantially damaged by Hurricanes Ian, Nicole, or Milton into compliance, the City desires to provide building permit waivers for said citizens in a continuing effort to assist those in their ongoing recovery efforts; and

WHEREAS, in addition to the assistance available for Hurricanes Ian, Nicole, and Milton, assistance as a result of Hurricane Idalia has been made available for repairs demolition, or rebuilding of buildings associated with damage due to Hurricanes Ian, Nicole, and Milton; and

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Port Orange, Florida, as follows:

SECTION 1. Recitals. The foregoing recitals are hereby fully incorporated herein by this reference and are deemed a material part of this Resolution.

SECTION 2. The City Council of the City of Port Orange hereby approves a waiver of permit fees for building permits for demolition, repair, or rebuilding of buildings and structures associated with damage due to Hurricanes Ian, Nicole, or Milton, for property owners who participate in the FEMA Hazard Mitigation Grant Program (HMGP), FEMA Flood Mitigation Assistance (FMA) Program, the Volusia County Transform 386 Program, Elevate Florida, and other available state and federal grant programs, to bring buildings and structures determined by the City of Port Orange to have been substantially damaged by Hurricanes Ian, Nicole, or Milton into compliance; and for those property owners currently funding their recovery efforts to bring buildings and structures determined by the City of Port Orange to have been substantially damaged by Hurricanes Ian, Nicole, or Milton into compliance, regardless of the funding source, which may include grant funding, personal funds, or other sources.

SECTION 3. For purposes of this resolution, the repairs may include but is not limited to building permits to elevate, demolish, repair, or rebuild structures.

SECTION 4. All resolutions or parts of resolutions in conflict with the provisions of this Resolution are hereby repealed to the extent of such conflict.

SECTION 5. If any provision of this Resolution or the application thereof to any person or circumstance is held invalid, the invalidity shall not affect other provisions or applications of this Resolution which can be given effect without the invalid provision or application, and to this end the provisions of this Resolution are declared severable.

SECTION 6. Resolution No. 25-18 is hereby amended and superseded.

SECTION 7. This Resolution No. 26-26 shall become effective immediately upon adoption by the City Council.

_____
MAYOR SCOTT STILTNER

ATTEST:

_____
Robin L. Fenwick, MMC, City Clerk

Adopted on the day of

Reviewed and Approved: _____
Shannon K. Balmer, Senior Assistant City Attorney

# CITY COUNCIL AGENDA ITEM

**COUNCIL MEETING DATE 6/2/2026**

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**SUBJECT:** (B10) Resolution No. 26-27 - Approval to apply for a Volusia ECHO Grant Application for the Willow Run Park Expansion

**DEPARTMENT:** Parks & Recreation

**GOAL:** 3 - Quality of Life

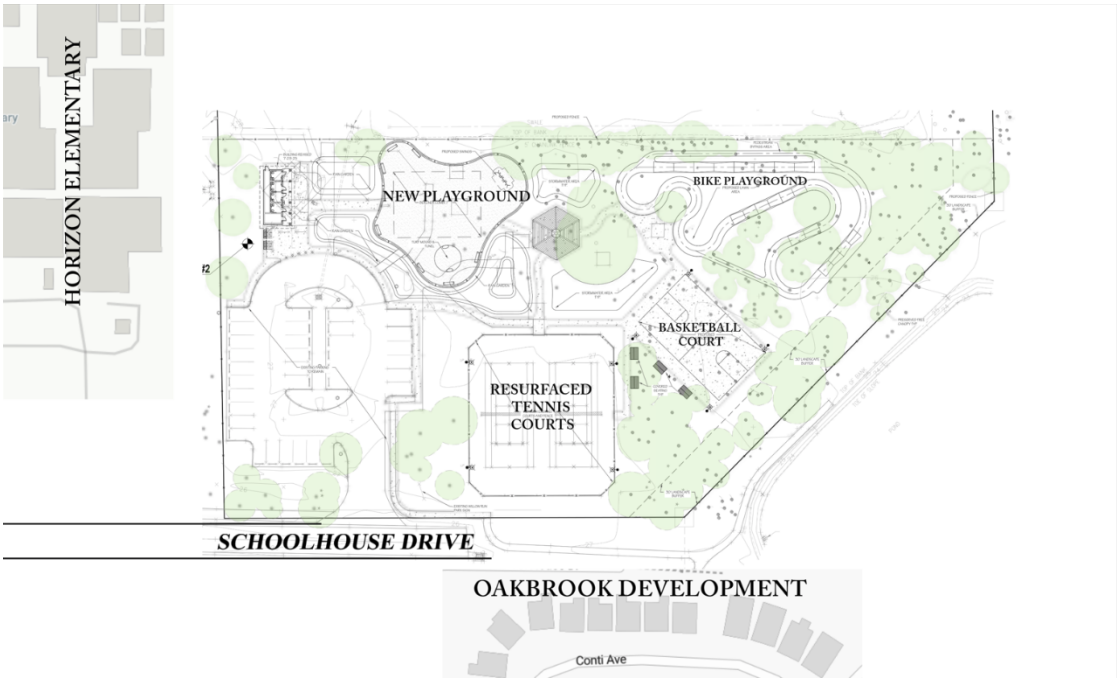
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**RECOMMENDED MOTION:** Move to approve Resolution No. 26-27.

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**SUMMARY:** Parks and Recreation staff is requesting permission to apply for a Volusia ECHO grant to improve Willow Run Park to include a new restroom facility, lighted basketball court, bicycle playground and a traditional playground. Improving this area and offering more recreational activities will enhance the value of the park to residents and visitors. If awarded, ECHO will require the City to commit up to a $2,000,000 match. An additional budgeted amount of $6,000 is required for ECHO signage, which brings the total project cost to $4,006,000.00. Willow Run Park Expansion is a bond project.

If awarded a Volusia County ECHO Grant, the City would be required to provide restrictive Covenants to the County that will limit future use of the improved areas for twenty years. Those restrictions include the site remaining a park and maintenance of the park and amenities as described in the contract.




PRESENTER: Susan Lovallo

**ATTACHMENTS:**

| | | |
|---|---|---|
| 1. | Restrictive Covenants - REVISED | Restrictive Covenants - REVISED.pdf |
| 2. | Resolution No. 26-27 | Resolution No. 26-27.pdf |
| 3. | 2026 Willow Run DRAFT to SL 5-14-26 REVISED | 2026 Willow Run DRAFT to SL 5-14-26 REVISED.pdf |

| | |
|---|---|
| Jennifer Cox | Created/Initiated - 05/18/2026 |
| Sue Wang | Approved - 05/19/2026 |
| Matthew Jones | Approved - 05/22/2026 |
| Wayne Clark | Final Approval - 05/26/2026 |

## 8.4 Restrictive Covenants

Prepared by and return to:
[NAME]
County of Volusia
Legal Department
123 West Indiana Avenue
DeLand, Florida 32720

**ECHO GRANT RESTRICTIVE COVENANTS AND LIEN**

THESE ECHO GRANT RESTRICTIVE COVENANTS AND LIEN are entered into this [DATE] day of [MONTH] 20 [YEAR], by [COMPLETE LEGAL NAME], with its principal place of business at [STREET ADDRESS] (hereinafter referred to as "Grant Recipient" or "Owner") and shall be effective for a period of **[insert years from guidelines]** years from the date of recordation in the Office of the Clerk of the Circuit Court of Volusia County, Florida.

WHEREAS, the Owner is the fee simple titleholder of the Property located at [**Project Street Address, Project City]** **,** Volusia County, Florida, (hereinafter the "Property") as more particularly described in the legal description of Exhibit A, attached to and made a part hereof; and

WHEREAS, the **Grant Recipient** is to receive funds from the ECHO Grant Program administered by the County of Volusia, with its administrative offices located at 123 W. Indiana Avenue, DeLand, Florida 32720, (hereinafter referred to as the "County"), in the amount of $ **(Grant Award Amount)**, to be used for the construction or improvement as specifically described in the ECHO Grant Application and its attached documents for public use on the Property; and

WHEREAS, said County ECHO Program funds have been or will be expended for the purpose of acquisition, restoration, construction, and improvement of environmental, cultural, historic, and outdoor recreation projects for the public's use throughout Volusia County.

NOW THEREFORE, as part of the consideration for the ECHO Grant, the Grant Recipient hereby makes and declares the following restrictive covenants which shall run with the title to said Property and be binding on the Grant Recipient as owner of the Property and, if any, its heirs, successors in title, legal representatives and assigns, for the period stated in the preamble above:

1. The Grant Recipient grants to the County a security interest in the Property in the amount of $ [**Grant Amount]**, for the period stated in the recitals above.

2. The Grant Recipient agrees to maintain the Property as an ECHO facility as defined in the ECHO Application and as described in ECHO Application [App Number] , including, but not limited to, maintaining the facility, maintaining public access for the covenant period, complying with applicable laws, including the Americans with Disabilities Act, and complying with monitoring requirements.

3. The Grant Recipient agrees that the County, its agents and its designees shall have the right to enter upon and inspect the Property at all reasonable times in order to ascertain whether the conditions of the Grant Award Agreement and these covenants are being observed.

4. For historic projects, the Grant Recipient agrees to maintain the Property in accordance with good preservation practices and in compliance with the Secretary of the Interior's Standards for Rehabilitation.

5. To ensure the ability to repay the Grant Amount, the Grant Recipient agrees to maintain unencumbered equitable value in the Property of least the Grant Amount during the Restrictive Covenant Period. The Grant Recipient shall not mortgage or otherwise hypothecate the equitable value of the Property in excess of the Grant Amount.

6. The Grant Recipient agrees that these restrictions shall encumber the Property for a period of **[insert years]** years from the date of recordation with the Clerk of Court, and that if a restriction is violated during the Restrictive Covenant period, the County shall be entitled to liquidated damages pursuant to the following schedule:

a. If any a violation occurs or begins to occur within the first half of the Restrictive Covenant period, the County shall be entitled to return of the entire grant amount;

b. If the violation occurs within the second half of the Restrictive Covenant period, the County shall be entitled to a prorated return of the grant amount calculated using the following equation: the entire grant amount less the quotient of two (2) divided by the number of years (partial years shall count as a full year) in the Restrictive Covenant period that are in excess of half of the Restrictive Covenant period (Liquidated damages = Grant Amount – (2/Total Years of Restrictive Covenant period x years past the midpoint x Grant Amount)

7. If the Grant Recipient violates any part of these Restrictive Covenants or the Grant Award Agreement dated _____, then the Grant Recipient will be in default and the County shall have the right to exercise any of the following rights:

a. The County will have the right to declare the liquidated damages described in paragraph 5, plus interest at the statutory rate from the time of the Grant Recipient's receipt of the grant funds, to be immediately due and payable without notice or demand on the Grant Recipient, which notice or demand are hereby expressly waived by the Grant Recipient, and upon the making of any such declaration, the entire amount shall become immediately due and payable;

b. The County may enforce its security interest in the Property to collect the entire amount described in paragraph 6a. through foreclosure proceedings or any other manner allowed by law;

c. All cash proceeds received by the County in respect of any sale of, collection from, or other realization upon all or any part of the Property and all payments made in respect of the Property and received by the County may, in the discretion of the County, be held by the County as collateral for the security interest plus interest, costs and fees, or may be applied (after payment to the County of the reasonable expenses, including attorneys' fees and legal expenses, incurred by the County in retaking, foreclosing, collecting, selling, or disposing of the Property) at any time in whole or part by the County against all or any part of Grant Recipient's obligations in such order as the County shall elect. Any surplus of such payments held by the County and remaining after payment in full of all of the obligations shall be paid over to the Grant Recipient or to whomsoever may be lawfully entitled to receive such surplus. If there is a deficit after sale of the Property, the Grant Recipient shall remain liable for any obligations remaining unpaid.

8. The County acknowledges and agrees that any liens or lien rights it may have or it may be entitled to in the Property owned by the Grant Recipient are and shall be subordinate to the lien rights of any and all lienholders whose liens were recorded before this document's date of recordation. Under no circumstance shall the County's liens or lien rights be subordinated to any lienholders other than those whose liens were recorded before this document's date of recordation.

9. The Grant Recipient agrees that the Department shall incur no tax liability as a result of these restrictive covenants.

IN WITNESS WHEREOF, the Grant Recipient has read, understood, and voluntarily consents these Restrictive Covenants and has hereto affixed their signature.

**WITNESSES:**

| | |
|---|---|
| Witness Signature | GRANT RECIPIENT Signature |
| Witness Name Typed/Printed | Grant Recipient Name and Title Typed/Printed |
| Witness Address | Grant Recipient Address |
| City State Zip | City State Zip |
| Witness Signature | OWNER Signature |
| Witness Name Typed/Printed | Owner Name and Title Typed/Printed |
| Witness Address | Owner Address |
| City State Zip | City State Zip |

The State of Florida
County of _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____,
by_____as
_____**(Name Type of Authority, e.g., Officer)**
for _____. **(Name of Corporation/Partnership)**

Personally Known OR Produced Identification
Type of Identification Produced_____

_____
Notary Public Signature – State of Florida

_____
Print, Type, or Stamp Commissioned Name of Notary Seal

EXHIBIT A

LEGAL DESCRIPTION

RESOLUTION NO. 26-27

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, AUTHORIZING THE SUBMISSION OF AN APPLICATION FOR FINANCIAL ASSISTANCE TO VOLUSIA COUNTY, VOLUSIA ECHO GRANT PROGRAM FOR WILLOW RUN PARK IMPROVEMENTS; AUTHORIZING THE CITY MANAGER OR DESIGNEE TO EXECUTE ALL DOCUMENTS NECESSARY FOR THE APPLICATION SUBMITTAL AND GRANT ADMINISTRATION; AUTHORIZING THE CITY MANAGER TO EXECUTE THE RESTRICTIVE COVENANTS; PROVIDING FOR MATCHING FUND CONTRIBUTION; PROVIDING FOR COMPLIANCE WITH ECHO PROGRAM REQUIREMENTS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Port Orange is committed to improving the quality of life for residents by providing parks and recreation opportunities that meet the changing needs of the community; and

WHEREAS, the County of Volusia provides financial assistance under the Volusia ECHO Grant Program for the encouragement of Environmental, Cultural, Historic, and Outdoor projects that benefit Volusia County; and

WHEREAS, the City Council of the City of Port Orange is proposing improvements to Willow Run Park; and

WHEREAS, the City Council of the City of Port Orange desires to authorize the submission of an application for financial assistance to the County of Volusia under the Volusia ECHO Grant Program for an amount up to $2,000,000.00 for the Willow Run Park Improvements Project.

WHEREAS, the City Council of the City of Port Orange finds that submission of the ECHO grant application and implementation of the Willow Run Park Improvements

Project serves a valid public purpose and is in the best interest of the citizens of the City of Port Orange.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA:

Section 1. The foregoing recitals are true and correct and are incorporated herein as if fully set forth herein by this reference.

Section 2. The City Council of the City of Port Orange hereby supports and approves the submission of the Grant Application for the Willow Run Park Improvements Project in the amount of $2,000,000.00.

Section 3. The city is committed to a $2,000,000.00 cash match contribution plus a $6,000.00 cost for required signage not covered by the grant, for a total match of $2,006,000.00. The total project cost is $4,006,000.00.

Section 4. The City Manager or designee is authorized to execute any documents and contracts related to the grant application, acceptance, and administration of said grant.

Section 5. The City of Port Orange agrees to comply with all applicable requirements of the Volusia County ECHO Program, applicable Florida Building Codes, ADA accessibility standards, procurement requirements, and all other applicable local, state, and federal regulations associated with the project.

Section 6. The City Manager is hereby authorized to execute the Restrictive Covenants.

Section 7. This resolution shall become effective immediately upon adoption.

MAYOR SCOTT STILTNER

ATTEST:

Robin L. Fenwick, MMC, City Clerk

Adopted on the day of

Reviewed and Approved:
Shannon K. Balmer, Senior Assistant City Attorney




2026 GRANTS-IN-AID APPLICATION

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APPLICANT INFORMATION

1. Applicant (Legal name of organization): **City of Port Orange**

2. Address (mailing): **1000 City Center Circle**

   City: **Port Orange**

   State: **FL**

   Zip Code: **32129**

3. Type of Organization:
   ☒ Government ☐ Not-for-Profit Corporation classified as a 501(c) (3)

4. Federal ID #: **59-6000412**

5. Florida Not-for-Profit #:

6. County Council District of Project: **https://www.volusia.org/government/county-council/districts-map.stml**
   ☐ 1 ☒ 2 ☐ 3 ☐ 4 ☐ 5

7. Is the project in a Community Redevelopment District (CRA)? ☐ Yes ☒ No

8. Contact Person: **Theresa E. Brooks**, **(386) 717-9050, tbrooks@brooksanddun.com**

9. Additional Contact Person: n/a

10. Provide the Mission Statement for your organization: **We are committed to improving your quality of life by providing Parks and Recreation opportunities to meet the changing needs of the community.**

PROJECT INFORMATION

11. Project Title: **Willow Run Park**

    Project Location Address: **1351 Schoolhouse Drive, Port Orange, FL, 32129**

12. Type of Project – Select one:
    ☐ Acquisition ☒ Restoration ☐ Construction ☐ Improvement

13. ECHO Category – Select one (ECHO Guidebook p. 4):
    ☐ Environmental ☐ Cultural ☐ Historic ☒ Outdoor Recreation

14. The Project Site of Facility is – Select one (ECHO Guidebook p. 7)
    ☒ Owned by Applicant ☐ Leased by Applicant (length of lease):

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☐ Land/Project Management Agreement (length of agreement):

15. Is the Project Site/Facility mortgaged, or will it be? ☐ Yes ☒ No

FUNDING REQUEST

16. Project Funding (Grant Request Amount and Match Amount)

    **a.** Grant Request (up to $2,500,000) **$ 2,000,000**

    b. Confirmed Match Funds (1:1) **$ 2,006,000**

    c. Total Project Cost (ECHO + Match) **$ 4,006,000**

17. Mandatory Workshop was attended by: **Theresa E. Brooks**

    Date of Workshop**: April 23, 2026**

PROJECT DESCRIPTION

18. Describe the project and explain how it will achieve the goals of Resolution 2020-79 to plan for future growth of Volusia County and enhance the quality of life for its residents (ECHO Guidebook p. 3): **Willow Run Park improvements will advance the goals of Resolution 2020-79 by expanding accessible, user-oriented outdoor recreation and enhancing quality of life for Volusia County residents. The project upgrades an existing public park with a new restroom, accessible routes and parking, an expanded playground, accessible bike track, improved courts with LED lighting, and added seating, pavilions, and landscaping. These improvements increase capacity, safety, and usability for residents of all ages and abilities while supporting future growth through modernized, sustainable recreation infrastructure. This aligns with the ECHO program's focus on funding outdoor recreation projects that enhance community well-being and access to physical activity.**

19. Describe the project and construction timeline:

    - **Final design and permitting coordination: Spring–Summer 2026**
    - **Bid solicitation and contractor procurement: Summer 2026**
    - **Construction mobilization and site preparation: Late Summer 2026**
    - **Major construction activities, including utilities, restroom construction, courts, playground improvements, pathways, lighting, landscaping, irrigation, and accessibility upgrades: Fall 2026 through Spring 2027**
    - **Final inspections, punch-list completion, and project closeout: Spring–Summer 2027**

How does the project design incorporate green infrastructure or nature-based solutions and meet sustainability standards (Green Building Standards | US EPA)?

**The Willow Run Park improvements incorporate green infrastructure and sustainable design principles with efficient site planning, water-conscious landscaping systems, durable**

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**materials, and infrastructure improvements intended to support long-term environmental performance. The project enhances an existing public park rather than developing undeveloped land, maximizing the use of existing community infrastructure while improving accessibility, safety, and recreational capacity.**

**The project includes upgraded landscaping, irrigation, drainage, and site circulation systems designed to reduce runoff impacts and improve long-term site sustainability. The irrigation system utilizes dripline technology with pressure-compensating emitters, check valves, optimized spacing, rain sensors, and metered controls to minimize water waste and deliver irrigation efficiently to planted areas.**

**The plans also incorporate sustainable infrastructure elements including LED lighting for recreational courts, modernized utility coordination, and pressure-regulated plumbing systems that contribute to reduced energy and water consumption. The project documentation references compliance with Florida Building Code Energy Conservation standards, supporting efficient system performance and reduced operational demand over the life of the facility.**

**Nature-based and environmentally responsible site features include expanded landscaped areas, turf and planting improvements, and preservation-focused site coordination intended to improve aesthetics, shade, stormwater performance, and user comfort. The project manual also requires environmental protection measures during construction to minimize impacts to air, waterways, soils, and surrounding properties throughout implementation.**

**Collectively, these improvements align with sustainable design best practices and support the goals of the U.S. EPA Green Building Standards by promoting resource efficiency, long-term durability, reduced maintenance demands, and environmentally responsible public recreation infrastructure.**

20. How will the project conserve water and energy consumption?

**The Willow Run Park improvements incorporate several water-efficient design elements that support responsible resource use. The irrigation system utilizes dripline technology with pressure-compensating emitters, check valves, and optimized spacing to deliver water directly to plant roots while minimizing evaporation and runoff. A rain sensor and controller further enhance efficiency by preventing unnecessary irrigation during rainfall, and a metered system allows for monitoring of water usage over time. Additionally, pressure-reducing valves within the plumbing system help prevent excessive water flow, supporting overall conservation. These components collectively promote water efficiency and align with best practices for long-term resource management.**

21. What green building standards, certifications, or best practices will guide the design and construction of this project?

**The Willow Run Park Improvements project will be guided by sustainable design principles, applicable Florida Building Code standards, and best municipal practices that promote long-**

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**term environmental performance, resource conservation, and resilient public infrastructure. The project incorporates design and construction elements consistent with the Florida Building Code Energy Conservation standards and aligns with sustainability objectives identified within the City of Port Orange Comprehensive Plan and Green Initiative policies.**

**Our project construction documents reference compliance with the 2023 Florida Building Code and Florida Energy Conservation Code requirements for building systems, plumbing, electrical coordination, and site infrastructure. The project also incorporates energy-efficient LED lighting, pressure-regulated plumbing systems, water-efficient irrigation controls, and durable low-maintenance materials intended to reduce long-term operational demand and lifecycle costs.**

**The City of Port Orange Comprehensive Plan encourages the use of Low Impact Development (LID) principles, Florida-friendly landscaping, water conservation practices, green infrastructure systems, and sustainable site design strategies. Consistent with these policies, the Willow Run Park project incorporates landscaped open space improvements, upgraded drainage and irrigation systems, efficient water distribution technologies, pedestrian connectivity, and recreation-focused green space enhancements within an existing developed park site.**

**In addition, the City's Green Initiative promotes energy-efficient lighting, sustainable municipal infrastructure, and environmentally responsible public facility design. The project's design team will utilize established municipal construction standards, code-compliant engineering practices, ADA accessibility requirements, and environmentally responsible construction protocols throughout implementation to support long-term sustainability, resiliency, and reduced maintenance impacts.**

22. Will the project comply with the ADA accessibility requirements (Americans with Disabilities Act of 1990, As Amended | ADA.gov)? ☒ Yes ☐ No

Describe the ADA components of the project:

**The Willow Run Park improvements incorporate ADA accessibility through compliance with the Florida Building Code and applicable accessibility standards, ensuring that all new facilities are designed for inclusive use. The plans include accessible pathways, ramps, and site circulation connecting key amenities such as parking, restrooms, playground areas, and courts, supporting barrier-free movement throughout the park. Accessible design is further reinforced through features such as designated accessible parking, curb transitions, and coordination of grades and clearances to meet required standards. Collectively, these elements ensure the park is usable by individuals of all abilities and aligns with ADA requirements for public recreational facilities.**

23. If applicable, describe any additional phases: n/a

PROJECT TEAM

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24. Identify the project manager and budget officer for this project, including their name, role, phone number, email address, and a brief description of their experience managing projects and budgets of similar scope and complexity. You may also list any additional staff dedicated to the project by name and role:

    **Susan Lovallo, Director, Parks & Recreation Department; Experience: Ms. Lovallo has demonstrated experience leading both park construction and renovation projects, including oversight of the Coraci Sports Complex, renovations to All Children's Park, and redevelopment of the City's multi-use recreation center ("The REC"). Her role in managing capital improvements involves facility renovation, adaptive reuse, and coordination of design, funding, and construction, with a focus on accessibility, multi-generational programming, and enhanced community quality of life.**

    **Additional staff dedicated to the project: Parks & Recreation Director (Project Lead) - Overall leadership, stakeholder coordination, project alignment; Parks & Recreation Project Manager - Day-to-day coordination, scheduling, contractor communication; City Engineer / Engineering Staff - Design review, permitting, ADA compliance, inspections; Public Works / Construction Manager - Construction oversight, site logistics, safety, utilities/drainage; Finance / Grants Administrator - Budgeting, procurement, grant compliance, reporting; Community Development / Planning - Land use, permitting support, public engagement; Consultants (Architect/Engineer) - Design, technical plans, construction support; Contractor - Construction execution, materials, site management.**

<u>PERFORMANCE MEASURES</u>

25. Describe the project's goals and objectives, including what the project aims to achieve and how the outcomes will benefit the public:

    **The primary objectives of the Willow Run Park improvements are to modernize and expand recreational amenities, enhance accessibility for users of all abilities, and improve overall site functionality and safety. The project includes the addition and upgrade of key features such as a new restroom facility, playground, courts, pathways, parking, and site furnishings, supported by updated civil, electrical, and plumbing systems to ensure dependable and code-compliant infrastructure. The project also emphasizes efficient site design through improved circulation, drainage, and irrigation systems, contributing to long-term maintenance and operational sustainability. Overall, the project is intended to increase community use, support future growth, and elevate the quality of life for residents by providing a safe, accessible, and well-equipped public park.**

26. Elaborate on how these goals and objectives will be measured over the length of the restrictive covenant period:

    **The success of the Willow Run Park Improvements project will be measured throughout the restrictive covenant period through ongoing monitoring of park usage, accessibility, safety, operational performance, and long-term infrastructure condition. The City of Port Orange Parks & Recreation Department will evaluate whether the project is achieving its intended**

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**goals of expanding recreational opportunities, increasing public access, improving safety, and enhancing overall quality of life for residents.**

**Increased community use will be measured through observed park attendance, participation in recreational activities, organized programming, court and playground utilization, and overall public engagement at the facility. The City will monitor usage trends during peak and non-peak periods to assess how the improvements support growing recreational demand and community needs over time. Public feedback, resident comments, and user satisfaction may also be used to evaluate the effectiveness of the improvements and identify future maintenance or operational needs.**

**Accessibility objectives will be measured through continued compliance with ADA standards and routine inspection of accessible features, including pathways, parking areas, restroom facilities, playground access points, site circulation routes, and recreational amenities. The City will conduct ongoing evaluations to ensure facilities remain safe, inclusive, and usable for individuals of all ages and abilities.**

**Safety and site functionality goals will be assessed through regular maintenance inspections, lighting evaluations, condition assessments, and monitoring of infrastructure performance. The upgraded civil, plumbing, drainage, irrigation, and electrical systems will be routinely maintained and evaluated to ensure reliable operation, code compliance, and long-term functionality. Maintenance records, repair response times, inspection reports, and operational logs will help measure the effectiveness and sustainability of the improvements over time.**

**Operational sustainability objectives will also be measured through monitoring of irrigation efficiency, drainage performance, landscape health, facility durability, and overall maintenance demands. The project's improved circulation patterns, modernized infrastructure systems, and energy- and water-conscious design elements are intended to reduce long-term operational costs while maintaining a high-quality recreational environment for the public.**

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<u>BUDGET INFORMATION</u>

Applicants will use Budget Detail Chart to create budget once application is complete. Budgets must be accurate and realistic, as projects will be held to the funding amount approved at the time of application submittal.

27. The budget should be presented by each type of funding.
    a. UC = Unencumbered Cash
    b. LM = Land Match
    c. IK = In-kind
    d. PSC = Previously Spent Cash

    We acknowledge and agree to this requirement. ☒ Yes ☐ No

28. The budget must include temporary and permanent ECHO signage.

We acknowledge and agree to this requirement. ☒ Yes ☐ No

Note: Signs may not be funded with ECHO funding.

| BUDGET DETAIL CHART Construction Phase Expenditures *Add rows as needed* | UC + | LM + | IN-KIND + | PSC | = MATCH | ECHO | TOTAL |
|---|---|---|---|---|---|---|---|
| General Requirements: | | | | | | | |
| Mobilization, Waste Collection, etc. | . | . | . | . | . | . | . |
| Contractor Fees | . | . | . | . | . | . | . |
| Professional Services: | | | | | | | |
| Consultant Services | . | . | . | . | . | . | . |
| Construction: | 2000000 | | | | 2000000 | 2000000 | 4000000 |
| Earthwork/Excavation | . | . | . | . | . | . | . |
| Concrete, Stucco, Paving | . | . | . | . | . | . | . |
| Wiring, Smoke Detectors, | . | . | . | . | . | . | . |
| Plumbing | . | . | . | . | . | . | . |
| HVAC | . | . | . | . | . | . | . |
| Landscaping | . | . | . | . | . | . | . |
| Specialties | | | | | | | |
| Playground Equipment | . | . | . | . | . | . | . |
| Picnic tables, grilles | . | . | . | . | . | . | . |
| Signage: | 6000 | | | | 6000 | | 6000 |
| Educational Signage | . | . | . | . | . | . | . |
| ECHO Temp Sign | . | . | . | . | . | . | . |
| ECHO Permanent Sign | . | . | . | . | . | . | . |
| PROJECT TOTALS | 2006000 | | | | 2006000 | 2000000 | 4006000 |

Line items should be made to match your project (examples are Equipment, Metals, Finishes, Wood, and Plastic, Thermal, Plumbing). Budgeted match amounts should be placed in the corresponding description column (Unencumbered Cash, Land Match, In-kind Services/Items or Previously Spent

Cash). Requests amounts should be comprised of all line items and entered in the detail category heading.

MATCH DOCUMENTATION

All required match documentation must be included in the application as outlined in the ECHO Guidebook pp. 9-10. Acceptable documentation may include invoices, cancelled checks or bank statements, and other supporting materials appropriate to the match category being claimed.

29. We acknowledge and agree to this requirement. ☒ Yes ☐ No

RESTRICTIVE COVENANTS

30. We acknowledge and agree to comply with the requirement to file a Restrictive Covenant with the Volusia County Clerk of Court if an ECHO Grant is awarded.
    ☒ Yes ☐ No

    △ *If the project of the application is mortgaged or leased property, other than those applying for trails in the County Master Plan or projects on land not owned by the applicant, a letter from the Mortgagee or Lessor, stating that they agree to sign the Restrictive Covenants must be provided with the application.*

    △ *Applicants with projects on State or Federal owned lands are automatically exempt from this requirement but are held to the same liquidated damages cited within the Restrictive Covenants through language found in the final ECHO agreement for which the grantee is held responsible. A letter from the owner is required to acknowledge the restrictive covenants.*

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OPERATING FORECAST DETAIL AND BUSINESS PLAN

A Business Plan specific to this project and Volusia County must be submitted with your final application (ECHO Guidebook p. 14). In addition, the following questions must be answered directly within the application.

31. How will the facility or site be operated once the project is complete? Describe the operational model, including hours of operation, staffing approach, fee and management structure.

**The Willow Run Park improvements will be owned, operated, and maintained by the City of Port Orange Parks & Recreation Department as part of the City's existing public parks system. The Department's mission is to "improve quality of life by providing Parks and Recreation opportunities to meet the changing needs of the community." Once complete, Willow Run Park will continue operating as a public outdoor recreation facility offering upgraded amenities including an expanded playground, lighted basketball and tennis courts, pavilions, accessible pathways, restroom facilities, and a children's bike trail.**

**The park is currently open daily from dawn to dusk, with lighted facilities available until 10:00 p.m. Operations and maintenance will be managed through the City's existing municipal staffing structure, including Parks & Recreation leadership, maintenance personnel, Public Works staff, engineering support, and contracted professional services as needed.**

**Operational responsibilities include facility oversight, inspections, contractor coordination, utilities and drainage management, ADA compliance, budgeting, and long-term maintenance planning.**

**The facility is intended to function primarily as a free public recreation resource with no membership requirement for general park access. Any reservations, organized programming, leagues, or special event activities will be administered in accordance with existing City of Port Orange Parks & Recreation policies and fee schedules.**

**Routine maintenance activities, including landscaping, irrigation management, restroom servicing, lighting maintenance, inspections, and safety monitoring, will be incorporated into the City's ongoing parks maintenance program to ensure long-term operational sustainability and compliance with the project's restrictive covenant requirements.**

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32. What are the expected annual operating costs for this project once completed and how will they be funded? Complete Table A.

## TABLE A – ANNUAL OPERATING COSTS

Instructions: Complete this table with your best estimates of annual operating costs once the project is fully operational. All costs should be expressed in current dollars. Add rows as needed for additional cost categories.

| Cost Category | Annual Cost Estimate | Notes/Assumptions |
|---|---|---|
| Personnel Costs | | |
| Salaries and wages | $ | |
| Benefits (health, retirement, etc.) | $ | |
| Contract/seasonal staff | $ | |
| Facility Operations | | |
| Utilities (electric, water, sewer, gas) | $ | |
| Telephone/internet | $ | |
| Janitorial/cleaning services | $ | |
| Security services | $ | |
| Waste removal | $ | |
| Maintenance | | |
| Routine maintenance and repairs | $ | |
| Grounds/landscape maintenance | $ | |
| Equipment maintenance | $ | |
| HVAC/mechanical systems | $ | |
| Insurance | | |
| Property insurance | $ | |
| Liability insurance | $ | |
| Workers' compensation | $ | |
| Administrative | | |
| Office supplies and materials | $ | |
| Marketing and promotion | $ | |
| Professional services (legal, accounting) | $ | |
| Programming (if applicable) | | |
| Program supplies and materials | $ | |

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| | | |
|---|---|---|
| Instructor/performer fees | $ | |
| Capital Reserve Contribution | | |
| Annual contribution to capital reserve fund | $ | |
| Other (specify) | | |
| | $ | |
| | $ | |
| | $ | |
| | $ | |
| | $ | |
| | $ | |
| | $ | |
| | $ | |
| | $ | |
| TOTAL ANNUAL OPERATING COSTS | $ | |

33. Identify all anticipated revenue sources and their estimated contributions. Complete Table B.

TABLE B – REVENUE SOURCES

Instructions: List all anticipated revenue sources that will fund annual operations. Revenue sources should cover or exceed the Total Annual Operating Costs from Table A.

| Revenue Source | Annual Amount | % of Total | Status |
|---|---|---|---|
| Earned Revenue | | | |
| Admission/entry fees | $ | % | ☐ Committed<br>☐ Projected |
| Program/class fees | $ | % | ☐ Committed<br>☐ Projected |
| Rental income | $ | % | ☐ Committed<br>☐ Projected |
| Merchandise/concession sales | $ | % | ☐ Committed<br>☐ Projected |
| Membership dues | $ | % | ☐ Committed |

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| | | | |
|---|---|---|---|
| | | | ☐ Projected |
| Event revenue | $ | % | ☐ Committed<br>☐ Projected |
| Contributed Revenue | | | |
| Individual donations | $ | % | ☐ Committed<br>☐ Projected |
| Corporate/business sponsorships | $ | % | ☐ Committed<br>☐ Projected |
| Foundation grants | $ | % | ☐ Committed<br>☐ Projected |
| Fundraising events | $ | % | ☐ Committed<br>☐ Projected |
| Government Support | | | |
| Municipal general fund allocation | $ | % | ☐ Committed<br>☐ Projected |
| County funding | $ | % | ☐ Committed<br>☐ Projected |
| State grants | $ | % | ☐ Committed<br>☐ Projected |
| Federal grants | $ | % | ☐ Committed<br>☐ Projected |
| Other Sources | | | |
| Endowment/investment income | $ | % | ☐ Committed<br>☐ Projected |
| In-kind contributions (value) | $ | % | ☐ Committed<br>☐ Projected |
| Other (specify): | $ | % | ☐ Committed<br>☐ Projected |
| | $ | % | ☐ Committed<br>☐ Projected |
| | $ | % | ☐ Committed<br>☐ Projected |
| | $ | % | ☐ Committed<br>☐ Projected |

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| | | | |
|---|---|---|---|
| | $ | % | ☐ Committed<br>☐ Projected |
| | $ | % | ☐ Committed<br>☐ Projected |
| TOTAL ANNUAL REVENUE | $ | 100% | |

34. What is your long-term plan for capital replacements, repairs, and/or maintenance over the restrictive covenant period? Complete Table C.

TABLE C – LONG-TERM CAPITAL REPLACEMENT PLAN

Instructions: This table documents your commitment to maintaining the ECHO-funded project throughout the restrictive covenant period. List all major project components and anticipated replacement timing. This schedule will be referenced during compliance monitoring.

| Project Component | Estimated Replacement Year | Estimated Replacement Cost | Industry Standard Reference |
|---|---|---|---|
| Primary Structure | | | |
| | | $ | |
| | | $ | |
| | | $ | |
| | | $ | |
| Mechanical Systems | | | |
| | | $ | |
| | | $ | |
| | | $ | |
| | | $ | |
| Site Improvements | | | |
| | | $ | |
| | | $ | |
| | | $ | |
| | | $ | |
| | | $ | |
| | | $ | |

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| | | | |
|---|---|---|---|
| Interior Finishes | | | |
| | | $ | |
| | | $ | |
| | | $ | |
| Equipment | | | |
| Specialized equipment (specify): | | $ | |
| | | $ | |
| | | $ | |
| | | $ | |
| Other Components | | | |
| | | $ | |
| | | $ | |
| | | $ | |
| | | $ | |
| | | $ | |
| | | $ | |
| | | $ | |
| | | $ | |
| | | $ | |
| | | $ | |

Common Industry Standard References:

ASHRAE (American Society of Heating, Refrigerating and Air-Conditioning Engineers) – HVAC systems

- Home | ashrae.org

NRCA (National Roofing Contractors Association) – Roofing systems

- National Roofing Contractors Association Home - NRCA

Marshall & Swift/Boeckh – Building component life expectancy

- Marshall & Swift | The Gold Standard in Property Valuation

RS Means from Gordian – Construction cost data and building life cycles

- Gordian | Building Intelligence Solutions Fueled by Insights, Technology and Expertise

ASTM International – Material standards and testing

- ASTM International | ASTM

Manufacturer warranties and specifications

35. How do you plan to fund major replacements or repairs over the restrictive covenant period?

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36. Please confirm your commitment to maintaining and replacing all necessary project components for the full restrictive covenant period by Completing the Maintenance and Operations Certification and Compliance Form.

Maintenance and Operations Certification and Compliance Form

Instructions: This certification documents your formal commitment to the long-term maintenance and operations of the ECHO-funded project and confirms compliance with applicable laws and grant conditions. This certification will be incorporated into the grant agreement and restrictive covenant.

By signing below, the Applicant certifies and agrees to the following:

1. The Applicant commits to maintaining, repairing, and replacing all project components funded by this ECHO grant for the full restrictive covenant period.
2. The Applicant has reviewed the 20-Year Maintenance Schedule (Table C) and affirms that the projected capital replacement costs and funding sources are realistic and achievable.
3. The Applicant understands that failure to maintain the project in accordance with ECHO program requirements may result in enforcement action, including potential repayment of grant funds as specified in the grant agreement and restrictive covenant.
4. The Applicant agrees to notify ECHO staff promptly if circumstances arise that may affect the organization's ability to fulfill this sustainability commitment.
5. The Applicant acknowledges that this certification will be incorporated by reference into the grant agreement and restrictive covenant.
6. The Applicant certifies that all information contained within this application and subsequent attachments is true and correct to the best of my/our knowledge, that the project shall be in compliance with the Americans with Disabilities Act of 1990, and that should a grant be awarded, the organization agrees to comply with the conditions of the grant award agreement including the Restrictive Covenants.

| | |
|---|---|
| Organization Name: | City of Port Orange |
| Project Name: | Willow Run |
| ECHO Grant Amount Requested: | $**2,500,000** |

CERTIFICATION:

☒ Yes, I certify and agree to all commitments and compliance statements stated above.

☐ No, I am unable to make this certification. (Explain below)

If no, explain:

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Authorized Signature: _____

Printed Name: _____

Title: _____

Date: _____

37. Do you anticipate any difficulties in maintaining this project for the compliance period?
☐ Yes ☒ No
If yes, describe the challenges and your mitigation strategies.

Operating Forecast: Category-Specific Questions:
Note: Answer the question below that corresponds with your project category.

E - What partnerships or technical assistance will support ongoing environmental stewardship of this project?

Describe the environmental management practices that will be employed to maintain this project.

C - How will this project contribute to Volusia County's cultural tourism economy?

Describe the programming schedule anticipated for this project, including types of events, frequency, and expected attendance.

H - What preservation maintenance protocols will be followed to protect the historic integrity of this project?

Identify any specialized expertise or partnerships for ongoing historic preservation maintenance.

O - Describe the anticipated usage patterns for this project, including peak seasons, days, and hours.

**Willow Run Park is anticipated to experience year-round use, with peak activity occurring during spring, summer, and fall, particularly on weekends, holidays, school breaks, and during after-school and evening hours. The improved playground, accessible bike track, lighted courts, pavilions, and seating areas are expected to increase family recreation, youth activity, and neighborhood use throughout the day and evening. ADA-accessible pathways, parking,**

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**and lighting improvements will support safe and inclusive public access for users of all ages and abilities.**

What safety inspection and maintenance protocols will be implemented? Describe the anticipated usage patterns for this project, including peak seasons, days, and hours.

**Willow Run Park is anticipated to experience year-round use, with peak activity occurring during spring, summer, and fall, particularly on weekends, holidays, school breaks, and during after-school and evening hours. The improved playground, accessible bike track, lighted courts, pavilions, and seating areas are expected to increase family recreation, youth activity, and neighborhood use throughout the day and evening. ADA-accessible pathways, parking, and lighting improvements will support safe and inclusive public access for users of all ages and abilities.**

What safety inspection and maintenance protocols will be implemented?

**The City of Port Orange will implement routine inspections and preventative maintenance for playground equipment, courts, lighting, sidewalks, ADA-accessible features, irrigation systems, landscaping, restrooms, and other park amenities. Maintenance and safety protocols will follow municipal park standards and applicable code requirements. The project documents also include quality-control procedures, environmental protections, inspection/testing requirements, tree protection measures, and temporary safety controls to support long-term safe operation of the facility.**

Not-for-profit applicants:

38. Does your organization have a capital reserve fund or endowment? ☐ Yes ☐ No
    If yes, what is the current balance and what % is designated for this project?

39. Describe your board's role in overseeing facility operations and long-term sustainability planning:
40. Has your organization successfully operated a facility of similar scope and complexity?
    ☐ Yes ☐ No
    If yes, provide an example and status.
    If no, explain what relevant experience or capacity the organization does bring.

41. If operating costs exceed projections, what is your contingency plan?

42. Does your organization have succession planning for key staff positions responsible for this project?

FEASIBILITY STUDY

A Feasibility Study specific to this project and Volusia County must be submitted with your final application (ECHO Guidebook p. 14). In addition, the following questions must be answered directly within the application.

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43. Have you conducted any public engagement to support or inform this project?
☒ Yes ☐ No
If yes, briefly describe what was done and summarize key findings.

**The project is supported by documented public input and voter support. The City announced a community meeting at Willow Run Park on June 28 to gather input on planned improvements funded by the voter-approved Parks Bond. Residents approved a $30 million parks bond in 2024, with Willow Run included among planned park improvements.**

44. How will this project provide quality of life benefits to Volusia County residents?

**The project will improve quality of life by renovating an existing public park into a safer, more accessible, and more usable outdoor recreation facility. Planned improvements include replacement and expansion of the playground, a lighted full-court basketball area, renovated tennis courts, added pavilions, restroom replacement, and a Bike City Trail for young children. These improvements support physical activity, family recreation, youth play, informal community gathering, and multi-generational use. The City's Parks and Recreation mission is to improve quality of life by providing recreation opportunities that meet changing community needs.**

45. What existing facilities or resources in Volusia County serve a similar purpose to this project and how does the project address a gap or enhance existing resources**?**

**Existing Volusia County and Port Orange parks provide outdoor recreation, but Willow Run Park serves a neighborhood-level and family-oriented recreation role in southeast Volusia. Existing amenities include tennis courts, restroom, playground, picnic area, parking, multipurpose courts, baseball field, and basketball. The project addresses a gap by modernizing aging amenities, expanding playground capacity, adding a child-focused bike trail, improving court lighting, replacing the restroom facility, and improving accessible circulation. This enhances existing resources rather than duplicating them.**

46. Identify all permits, approvals, or regulatory requirements applicable to this project and the status of each**:**

**Applicable requirements include City building permits, construction permits, utility connection approvals, final occupancy or closeout approvals, ADA/accessibility compliance, Florida Building Code compliance, plumbing/electrical/mechanical code compliance, environmental protection requirements, tree protection requirements, inspections, and ECHO restrictive covenant requirements.**

47. What construction or implementation risks have you identified, and how will they be mitigated?

**Risks include permitting delays, utility conflicts, weather impacts, material lead times, coordination between trades, site safety, protection of existing trees, accessibility**

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**compliance, and temporary disruption to park users. These risks will be mitigated through completed 100% construction documents, required contractor schedules and submittals, pre-construction and progress meetings, field verification of utilities, quality-control inspections, tree protection measures, barricades/signage, environmental protection practices, and coordination among the City, architect, engineers, contractor, and inspectors. The project manual specifically requires project coordination, progress meetings, temporary facilities/security protections, testing/inspection procedures, and field verification of underground utilities.**

48. Is this project scalable if funding is reduced? ☒ Yes ☐ No
If yes, describe the minimum viable project scope:

**If funding is reduced, we will prioritize improvements that preserve safety, accessibility, and core public recreation benefits. The minimum viable project would include the restroom replacement, ADA-accessible routes and parking connections, essential site/civil work, playground replacement/expansion with accessible surfacing, and required code/utility improvements. Additive or deferrable items could include selected pavilion enhancements, some site furnishings, landscaping enhancements, and non-essential amenity upgrades, provided the reduced scope remains code-compliant, publicly usable, and consistent with ECHO requirements.**

Feasibility Study: Category-Specific Questions:
Note: Answer the question below that corresponds with your project category.

E – How many residents will have improved access to environmental resources or education because of this project and how the estimate was determined?
What measurable environmental outcomes will this project achieve?

C – What is the projected annual attendance or participation at this facility once operational?
Provide basis for estimate: **N/A**

How will this project increase access to cultural experiences for underserved populations? N/A

H – What is the historical significance of this resource, and what would be the consequences of not undertaking this project? N/A

How will this project enhance heritage tourism or educational opportunities in Volusia County? N/A

O – What is the projected annual usage of this facility? Provide basis for estimate.

How does this project address identified recreation needs in Volusia County?

**The Willow Run Park improvements address identified recreation needs by modernizing and expanding an existing public park to better serve current and future residents through safe, accessible, and multi-generational recreational opportunities. The project improves outdoor recreation access by replacing aging infrastructure, expanding accessible play areas,**

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**improving athletic courts, adding extended usability, upgrading restroom facilities, and enhancing pedestrian circulation and ADA accessibility throughout the site. The project also supports Volusia County and City of Port Orange goals related to quality of life, healthy living, outdoor activity, and equitable access to public recreation resources. By reinvesting in an established neighborhood park, the project maximizes use of existing public land while improving functionality, safety, and long-term community value.**

Not-for-profit applicants:

49. How long has your organization been in operation? N/A

50. How will your organization manage this financial commitment without compromising existing programs and services? N/A

Acquisition Projects

51. Has an independent appraisal been completed for this property? ☐ Yes ☐ No
    If yes, provide date and appraised value.

52. What is the timeline for making this acquisition available for public benefit after purchase?

53. Are there any encumbrances, easements, or restrictions on this property that could affect ECHO-eligible use? ☐ Yes ☐ No If yes, describe:

54. Has an environmental assessment (Phase I or Phase II) been completed? ☐ Yes ☐ No
    If yes, summarize which phase and findings:

MARKETING PLAN

A Marketing Plan specific to this project and Volusia County must be submitted with your final application (ECHO Guidebook p. 14). In addition, the following comprehensive checklist and questions must be answered directly within the application.

55. Please confirm your commitment to the following requirements:

| Signage, Recognition & Outreach Requirements | Yes | No |
|---|---|---|
| Will you display ECHO temporary construction signage during project implementation and meet specifications per the ECHO Guidebook? | ☒ | ☐ |
| Will you install ECHO permanent recognition signage upon project completion and meet specifications per the ECHO Guidebook? | ☒ | ☐ |
| Will you include the ECHO logo and acknowledgment on all print materials, press releases, public relations materials, and website content related to this project? | ☒ | ☐ |
| Will you participate in the ECHO Transparency Dashboard by providing requested project data and photos? | ☒ | ☐ |

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| Signage, Recognition & Outreach Requirements | Yes | No |
|---|---|---|
| Will you notify ECHO staff of media opportunities related to this project? | ☒ | ☐ |
| Will you issue a press release and/or hold a ribbon cutting ceremony upon project completion? | ☒ | ☐ |
| Will you invite ECHO staff and Advisory Committee members to any ribbon cutting or public celebration? | ☒ | ☐ |
| Will this project be included in any tourism marketing efforts (e.g., visitor bureau, chamber of commerce)? | ☒ | ☐ |

56. What communication channels does your organization currently use to reach the public?

**The City of Port Orange currently utilizes a broad range of public communication channels to reach residents and visitors. These include the City's official website, Parks and Recreation website, social media platforms (Facebook, Instagram, X/Twitter, and YouTube), digital newsletters, press releases, public meetings, City Council meetings, community events, podcasts, informational videos, emergency notification systems, and email communications. The City's Public Information Office coordinates media relations, newsletters, public outreach campaigns, and social media communication across multiple platforms. The Parks & Recreation Department also actively promotes programs, events, and park updates through its dedicated website and social media channels.**

57. How will you inform Volusia County residents about this ECHO-funded project and its availability for public use?

**The City of Port Orange will utilize multiple communication methods to inform Volusia County residents about the ECHO-funded Willow Run Park improvements and the facility's availability for public use. Outreach efforts will include announcements on the City and Parks & Recreation websites, social media posts, digital newsletters, press releases, community event promotion, public meetings, and City Council communications. Project information and construction updates will also be shared through the City's existing public information channels and Parks & Recreation outreach platforms. Upon completion, the City will promote improved amenities, park features, accessibility improvements, and recreational opportunities through coordinated marketing and community engagement efforts designed to encourage public participation and use. The City will also recognize Volusia ECHO funding support in accordance with ECHO program requirements.**

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Marketing Plan: Category Specific Questions:

Note: Answer the question below that corresponds with your project category.

E: How will you promote environmental education programming and public access opportunities at this site?

C: How will you market events and programming at this facility to reach diverse audiences across Volusia County?

H: How will you integrate this project into heritage tourism efforts and promote its historic significance to visitors?

O: How will you inform residents about recreational opportunities and access points at this facility?

**The City of Port Orange will inform residents about recreational opportunities and park access through the City website, Parks & Recreation website, social media platforms, press releases, digital newsletters, public meetings, event promotions, and community outreach efforts. Informational signage at the site will identify park amenities, accessible routes, parking areas, playground facilities, courts, pavilions, and pedestrian connections. The City will also promote improved amenities and recreational opportunities through existing Parks & Recreation communication channels and community programming. Marketing efforts will emphasize ADA accessibility improvements, family-oriented recreation, youth activities, and year-round public availability to encourage broad community use of the facility.**

FISCAL STABILITY

58. Has this organization defaulted on any grant in the past five years? ☐ Yes ☒ No
    If yes, please explain:

59. Not-for-Profit Organizations must submit the following:
    a. Bylaws/Charter as filed with the FL Div. of Corporations
    b. Most recent 12 consecutive months of Board Minutes
    c. List of Board Members

FINANCIAL AUDIT/REVIEW/AGREED UPON PROCEDURES

60. Local Municipalities must provide a link to their Financial Statement under GASB 34.
    The link should include the following documents:
    **https://www.port-orange.org/ArchiveCenter/ViewFile/Item/2603**

    A Management Letter from the last fiscal year Independent Auditor's Report on the Basic Financial Statement.
    a. A Response Letter from the last fiscal year Independent Auditor's Report on the Basic Financial Statement.
    b. An Opinion Letter from the last fiscal year Independent Auditor's Report on the Basic Financial Statement.

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61. Not-for-Profit Organizations: the required financial information is determined by the operating revenue or expenses/expenditures annual average of the three fiscal years prior to the application deadline, as outlined in the ECHO Guidebook p. 14.

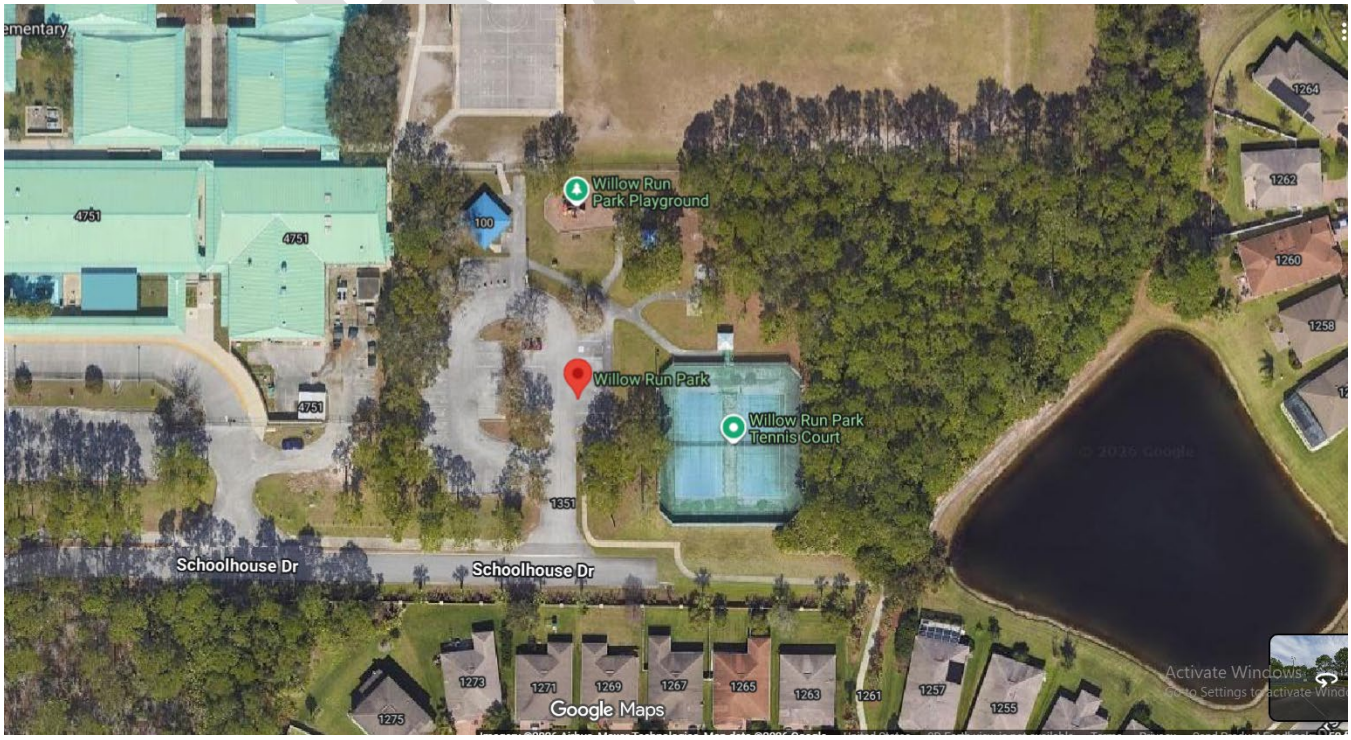
    a. Additional supporting documents for Not-for-Profit organizations:
        i. IRS determination letter granting Not-for-Profit 501(c)(3) status in Florida.
        ii. The most recent Uniform Business Report (Annual Report) filed with the State of Florida Division of Corporations.
        iii. Unrestricted ownership or undisturbed use of facility documentation (unless the project is an acquisition).
        iv. Letter of intent to sell from the owner for Acquisition Projects.

DRAWINGS

62. Drawings are required from ALL applicants (documents must be legible and to scale with legends):
    a. Current drawings and/or excavation plans for the facility.

63. Vacant land acquisition projects shall include:
    a. Conceptual drawings of improvements to the property, which are to be completed within two years of acquisition, consistent with the applicable grant period.
    b. Proposed structures must include elevations, floor plans and design elements such as landscaping.

64. Street Locator Map (indicate the physical location of the project within the local areas; include road names and "North" for directional reference).




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65. Site Plan should show the building footprint, travel ways, parking, landscaping, etc. This section should include:
    a. Site Survey
    b. Trees and topography
    c. Civil drawing
    d. Water retention drainage and circulation

66. Preliminary and Schematic Drawings. Drawings should show:
    a. A general model of floor/site plans, showing the location of project elements.
    b. (Suggested) Florida-friendly landscape plan (The Florida Friendly Landscaping guide can be found at Publications - Florida-Friendly Landscaping™ Program - University of Florida, Institute of Food and Agricultural Sciences - UF/IFAS (ufl.edu).

67. Design and Development Documents. Documents should show more detail including:
    a. Selection of materials and engineering systems involved
    b. Detailed cost estimate
    c. Environmentally sustainable materials

68. Construction Documents should include written and graphic instructions. These documents should be focused on specifications for the project (building systems, floor plans, elevations, etc.) and should include site utilities and ADA information.

    a. Outdoor trails, parks, sports facilities and playgrounds require a bid set of plans, which are ready to be used for the procurement process.

    b. New construction, improvements and historic projects require a set of A&E plans, which are ready to be used for the procurement process.
       EXCEPTION: For projects involving the improvement of a previously engineered site, pre-engineered structures, such as playgrounds, prefabricated buildings, pavilions, and modular restrooms, etc. may substitute manufacturer's engineered plans and installation specifications in lieu of custom architectural and engineering drawings for those components. This exception applies only to the prefabricated elements themselves. The site should already be pre-engineered.

    c. Historic projects need to demonstrate research and compliance with the Historic Preservation Standards and Guidelines.

69. Project/Construction Timeline Chart – Complete Table D.

TABLE D - PROJECT/CONSTRUCTION TIMELINE CHART

| Description (fill in item/category descriptions as needed) | April - June 2026 | July - Sept 2026 | Oct - Dec 2026 | Jan - March 2027 | April - June 2027 | July - Sept 2027 | Oct - Dec 2027 | Jan - March 2028 | April - June 2028 |
|---|---|---|---|---|---|---|---|---|---|
| Design | | | | | | | | | |
| Construction | | | | | | | | | |

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Attachment Checklist: Please check your application before submitting

The following items/documentation must be included with your application, or your application will not be scored. All match sources must be secured, and proof thereof submitted by the application deadline.

APPLICANT

- ☐ Mandatory Workshop attendance confirmed
- ☐ ECHO Application, completed and signed
- ☐ Mission Statement
- ☐ Proof of site ownership, executed lease or Land/Project Management Agreement
- ☐ Letter from Mortgagee/Lessor agreeing to sign Restrictive Covenants (if applicable)
- ☐ Budget Detail Chart
- ☐ ECHO temporary and permanent signage included as budget line items
- ☐ Official Documentation of Match
- ☐ Restrictive Covenants – Requirement acknowledged
- ☐ Business Plan – specific to this project and Volusia County
  - ☐ Table A – Annual Operating Costs
  - ☐ Table B – Revenue Sources
  - ☐ Table C – 20-year Capital Replacement Plan
- ☐ Maintenance and Operations Certification and Compliance Form - signed
- ☐ Feasibility Study – specific to this project and Volusia County
- ☐ Marketing Plan – specific to this project and Volusia County

DRAFT

☐ Financial Audit Documents

☐ Link to GASB 34 Financial Statements including Management, Response & Opinion Letters

~~☐ Not-for-Profits only:~~

- ~~☐ IRS Status Determination Letter confirming organization as a 501(c)(3)~~
- ~~☐ Most recent Uniform Business Report (Annual Report) filed with the FL Div. of Corporations~~
- ~~☐ Bylaws/Charter as filed with the FL Div. of Corporations~~
- ~~☐ Most recent 12 consecutive months of Board Meeting Minutes~~
- ~~☐ List of Board Members~~

☐ Current drawings and/or excavation plans – legible, to scale, with legend

☐ Street Locator Map

☐ Site Plan

☐ Preliminary & Schematic Drawings

☐ Design & Development Documents

☐ Construction Documents (bid-ready for applicable project types)

☐ Table D – Project/Construction Timeline Chart

DRAFT

# CITY COUNCIL AGENDA ITEM

**COUNCIL MEETING DATE 6/2/2026**

**SUBJECT:** (B11) Resolution No. 26-28 - Approval of State of Florida Department of Transportation (FDOT) Highway Lighting, Maintenance, and Compensation Agreement (FDOT #AT673)

**DEPARTMENT:** Public Works

**GOAL:** 2 - Infrastructure

**RECOMMENDED MOTION:** Move to approve Resolution No. 26-28.

**SUMMARY:** The State Highway Agreement between the City and the Florida Department of Transportation (FDOT) provides for FDOT to compensate the City in exchange for the maintenance of the lighting and lighting systems on State roads located within City limits.

FDOT is proposing a new seven-year agreement (#AT763) effective July 1, 2026 through June 30, 2033. Under the new agreement, the per-light unit rate shall increase by 3% each fiscal year with the upcoming fiscal year 2026/27 rate being $358.33. The State agrees to pay the City $92,234.14 for fiscal year 2026-27.

The lighting and lighting systems to be maintained by the City are located on the following State roads:

Nova Road (SR 5A)
US 1/Ridgewood Ave. (SR 5)
Dunlawton Ave. (SR 421) (excluding the Dunlawton bridge lights)
S. Peninsula Drive (SR 441)

PRESENTER: Junos Reed

**ATTACHMENTS:**

| | | |
|---|---|---|
| 1. | Resolution. No. 26-28 w exhibit | Resolution. No. 26-28 w exhibit.pdf |
| 2. | AT763 FY27-Lighting Agreement | AT763 FY27-Lighting Agreement.pdf |

Robin Fenwick — Created/Initiated - 05/18/2026
Junos Reed — Approved - 05/20/2026

| | |
|---|---|
| Sue Wang | Approved - 05/21/2026 |
| Matthew Jones | Approved - 05/26/2026 |
| Wayne Clark | Final Approval - 05/27/2026 |

RESOLUTION NO. 26-28

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE A STATE HIGHWAY LIGHTING, MAINTENANCE, AND COMPENSATION AGREEMENT (AT763) WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION FOR MAINTENANCE OF THE MAINTENANCE OF THE LIGHTING AND LIGHTING SYSTEMS ON STATE ROADS LOCATED WITHIN CITY LIMITS; DIRECTING THE CITY CLERK TO FORWARD A COPY OF SAID RESOLUTION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the State of Florida Department of Transportation ("FDOT") has installed lighting and lighting systems on portions of the State Highway System within the City of Port Orange; and

WHEREAS, the FDOT agrees to compensate the City of Port Orange in exchange for the maintenance of the lighting and lighting systems on portions of the State Highway System within the City of Port Orange; and

WHEREAS, the City Council of the City of Port Orange wishes to authorize the Mayor and City Clerk to execute a State Highway Lighting, Maintenance, and Compensation Agreement (AT763) between the City of Port Orange and the Florida Department of Transportation for maintenance of the lighting and lighting systems along the right-of-way areas specified in the agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA:

Section 1. The City Council of the City of Port Orange, Florida, hereby authorizes the Mayor and City Clerk to execute a State Highway Lighting, Maintenance, and Compensation Agreement (AT763) between the City of Port Orange and the Florida Department of Transportation for maintenance of the lighting and lighting systems on portions of the State Highway System within the City of Port Orange State along the rights-of-way specified in the agreement, a copy of which is attached hereto as **Exhibit "1."**

Section 2. The City Clerk of the City of Port Orange is hereby directed to send a copy of this resolution to the Florida Department of Transportation.

Section 3. This resolution shall become effective immediately upon adoption.

_____
SCOTT STILTNER, MAYOR

ATTEST:

_____
Robin L. Fenwick, MMC, City Clerk

Adopted on the _____ day of _____, 2026.

Reviewed and Approved:_____
Shannon K. Balmer, Senior Assistant City Attorney

# EXHIBIT "1"

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

## STATE HIGHWAY LIGHTING, MAINTENANCE, AND COMPENSATION AGREEMENT



CONTRACT NO. AT763
FINANCIAL PROJECT NO. 458316-1-78-01
F.E.I.D. NO. VF-596000412018

**THIS AGREEMENT**, entered into this _____ day of _____, year of _____, by and between the **STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION**, hereinafter referred to as **"FDOT"**, and the Ctiy of Port Orange, hereinafter referred to as the "**MAINTAINING AGENCY**";

**WITNESSETH:**

**WHEREAS, FDOT** is authorized under Sections 334.044 and 335.055, Florida Statutes, to enter into this Agreement, and the **MAINTAINING AGENCY** has the authority to enter into this Agreement and to undertake the maintenance and operation of lighting on the State Highway System; and

**WHEREAS,** the **MAINTAINING AGENCY** has authorized its undersigned officers to enter into and execute this Agreement;

**WHEREAS, FDOT** has identified sites where lighting and/or lighting systems, hereinafter referred to as "Facilities", are located on the State Highway System within the jurisdictional boundaries of the **MAINTAINING AGENCY.** A list of the Facilities is included as Exhibit A, attached hereto and incorporated herein.

**WHEREAS,** the **MAINTAINING AGENCY** agrees to maintain the Facilities as further set forth herein.

**NOW, THEREFORE**, in consideration of the premises and the mutual covenants contained herein, **FDOT** and the **MAINTAINING AGENCY** hereby agree as follows:

**1. Maintenance of Facilities**

a. The **MAINTAINING AGENCY** shall maintain the Facilities listed in Exhibit A. The Facilities may include lighting for roadways, as well as park and ride, pedestrian overpasses, and recreational areas owned by or located on the property of **FDOT.** The Facilities shall not include lighting located in weigh stations, rest areas, or on Interstate highways.

The location and type of lighting to be maintained pursuant to this Agreement is set forth in Exhibit A. Any changes or modifications to Exhibit A must be in writing and signed by both **FDOT** and the **MAINTAINING AGENCY**. Any Facilities added to Exhibit A during the **FDOT**'s fiscal year shall be maintained and operated by the **MAINTAINING AGENCY** upon the **FDOT**'s final acceptance of installation of any new lighting and/or lighting systems. Prior to the start of each new fiscal year, the **MAINTAINING AGENCY** and **FDOT** shall amend Exhibit A to reflect any changes to the Facilities, including addition, removal, or change in lighting type maintained pursuant to this Agreement.

The **MAINTAINING AGENCY** will be compensated for Facilities added to Exhibit A by amendment of this Agreement in the **FDOT**'s fiscal year occurring after the lighting and/or lighting systems are installed and final acceptance of such installation is given by **FDOT**. In the event that no change is made to the previous year's Exhibit A, a certification from the **MAINTAINING AGENCY** shall be provided to **FDOT** certifying that no change has been made to Exhibit A during **FDOT**'s previous fiscal year. Unless stated otherwise, all references to fiscal years within this agreement refer to **FDOT's** fiscal year, beginning July 1st and ending June 30th.

b. In maintaining the Facilities, the **MAINTAINING AGENCY** shall perform all activities necessary to keep the Facilities fully operating, properly functioning, with a minimum of 90% of the lights burning for any lighting type (e.g., high mast, standard, underdeck, and sign) or roadway system at all times in accordance with the original design thereof, whether necessitated by normal wear and tear, accidental or intentional damage, or acts of nature. Required maintenance includes, but is not limited to, providing electrical power and paying all charges associated therewith, routine inspection and testing, preventative maintenance, emergency maintenance, replacement of any component parts of the Facilities (including the poles and any and all other component parts installed as part of the Facilities), and locating (both vertically and horizontally) the Facilities. All repairs or replacement will be in kind unless a variance is approved in writing by **FDOT**.

c. All maintenance must be in accordance with the provisions of the following:

(1) Manual of Uniform Traffic Control Devices; and

(2) All other applicable local, state, or federal laws, rules, resolutions, or ordinances, and **FDOT** procedures.

d. For lighting installed as part of a **FDOT** project, the **MAINTAINING AGENCY**'**s** obligation to maintain the Facility commences upon the **MAINTAINING AGENCY**'**s** receipt of notification from **FDOT** that **FDOT** has formally accepted the project, except for the obligation to provide for electrical power, which obligation to provide for electrical power commences at such time as the lighting system is ready to be energized; provided, however, that the **MAINTAINING AGENCY** is not required to perform any activities which are the responsibilities of **FDOT's** contractor.

Prior to acceptance by **FDOT**, the **MAINTAINING AGENCY** shall have the opportunity to inspect and request modifications/corrections to the installation(s). **FDOT** agrees to make modifications/corrections prior to acceptance so long as the modifications/corrections comply with the installation contract documents and specifications.

e. The term for this Agreement is seven (7) years. Either party may terminate this Agreement by a notice of termination. The notice of termination must be in writing. Should the **MAINTAINING AGENCY** choose to terminate the Agreement, the **MAINTAINING AGENCY** shall provide a minimum notice period of two (2) fiscal years prior to the effective date of termination and the notice shall be endorsed by the elected body (County Commission, City Council, or local agency governing body) under which the Agency operates. The effective date of the termination will coincide with the end of the FDOT's fiscal year of June 30th following the two-year notice.

The termination of this Agreement will not terminate maintenance responsibilities for lighting owned by the **MAINTAINING AGENCY**. Maintenance obligations for lights owned by the **MAINTAINING AGENCY** will remain the responsibility of the **MAINTAINING AGENCY**. Nor does termination of this Agreement operate to relieve the **MAINTAINING AGENCY** of any maintenance obligations contained in other agreements. Maintenance of lights governed by a separate maintenance agreement will continue per the terms of that separate maintenance agreement.

**2. Compensation and Payment**

**FDOT** shall pay to the **MAINTAINING AGENCY** a sum of $ 92,234.14 for the fiscal year in which this Agreement is signed. Payments will be calculated and made in accordance with Exhibit A.

Prior to the beginning of each fiscal year, the **MAINTAINING AGENCY** shall submit an amended Exhibit A or a certification of no change to Exhibit A and **FDOT** and the **MAINTAINING AGENCY** shall agree on the amount and percentage of lighting to be paid for the coming fiscal year. **FDOT** will issue a work order confirming the amount and authorizing the performance of maintenance for each new fiscal year. The work order must be an **FDOT**-signed letter of authorization to the **MAINTAINING AGENCY** with a subject line containing the terms "State Highway Lighting, Maintenance, and Compensation Agreement work order". The work order must reflect the contract number, financial project number, FEID No. of the **MAINTAINING AGENCY**, the fiscal year, the percentage of lighting funded and the lump sum amount to be paid for the fiscal year indicated. The work order must be signed by the **MAINTAINING AGENCY** and returned to **FDOT**. Failure by the **MAINTAINING AGENCY** to take any of the actions required by this paragraph may result in nonpayment by **FDOT**.

**FDOT** expressly assigns its rights, interests and privileges pertaining to damage to Facilities caused by third parties to the **MAINTAINING AGENCY**, so they may pursue all claims and causes of actions against the third parties responsible for the damage. **FDOT** will assist the **MAINTAINING AGENCY** and will confirm the **MAINTAINING AGENCY**'s authorization to pursue recovery. The **MAINTAINING AGENCY** will be responsible for all attorneys' fees and litigation costs incurred in its recovery activities.

**3. Record Keeping**

The **MAINTAINING AGENCY** shall keep records of all activities and report all maintenance performed and replacement components and parts installed pursuant to this Agreement. The records shall be kept in an electronic format approved by **FDOT**.

Records shall be maintained and made available upon request to **FDOT** during the period of this Agreement and for three (3) years after final payment for the work pursuant to this Agreement is made. Copies of these documents and records will be furnished to **FDOT** upon request.

**4. Invoicing**

The **MAINTAINING AGENCY** shall invoice **FDOT** annually in a format acceptable to the FDOT. Invoices must be submitted no earlier than May 1 and no later than June 15 of the fiscal year in which the services were provided in order to be processed for payment by June 30.

Upon receipt, **FDOT** has five (5) working days to inspect and approve the goods and services. **FDOT** has twenty (20) days to deliver a request for payment (voucher) to the Department of Financial Services. The twenty (20) days are measured from the latter of the date the invoice is received or the goods or services are received, inspected, and approved.

If a payment is not available within forty (40) days, a separate interest penalty at a rate as established pursuant to Section 215.422, Florida Statutes, will be due and payable, in addition to the invoice amount, to the **MAINTAINING AGENCY**. Interest penalties of less than one (1) dollar will not be enforced unless the **MAINTAINING AGENCY** requests payment. Invoices returned to a **MAINTAINING AGENCY** because of **MAINTAINING AGENCY** preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to **FDOT**.

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for contractors/vendors who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 410-9724 or by calling the Chief Financial Officer's Hotline, 1-800-848-3792.

The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. In the event this Agreement is in excess of $25,000 and has a term for a period of more than one (1) year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby incorporated:

**FDOT**, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection shall be null and void, and no money may be paid on such contract. **FDOT** shall require a statement from the Comptroller of **FDOT** that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of **FDOT** which are for an amount in excess of $25,000 and which have a term for a period of more than 1 year.

**5. Default**

In the event that the **MAINTAINING AGENCY** breaches any provision of this Agreement, then in addition to any other remedies which are otherwise provided for in this Agreement, **FDOT** may exercise one or more of the following options, provided that at no time may **FDOT** be entitled to receive double recovery of damages:

a. Pursue a claim for damages suffered by **FDOT** or the public.

b. Pursue any other remedies legally available.

c. As to any work not performed by the **MAINTAINING AGENCY**, perform such work with its own forces or through contractors and seek reimbursement for the cost thereof from the **MAINTAINING AGENCY** if the **MAINTAINING AGENCY** fails to cure the non-performance within fourteen (14) days after written notice from **FDOT** of the non-performance; provided, however, that advance notice and cure will not be preconditions in the event of an emergency.

**6. Force Majeure**

Neither the **MAINTAINING AGENCY** nor **FDOT** will be liable to the other for any failure to perform under this Agreement to the extent such performance is prevented by an act of God, war, riots, natural catastrophe, or other event beyond the control of the non-performing party and which could not have been avoided or overcome by the exercise of due diligence; provided that the party claiming the excuse from performance has (a) promptly notified the other party of the occurrence and its estimated duration, (b) promptly remedied or mitigated the effect of the occurrence to the extent possible, and (c) resumed performance as soon as possible.

**7. Miscellaneous**

a. **FDOT** shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If the contractor knowingly employs unauthorized aliens, such violation will be cause for unilateral cancellation of this Agreement.

b. The **MAINTAINING AGENCY** shall allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the **MAINTAINING AGENCY** in conjunction with this Agreement. Failure by the **MAINTAINING AGENCY** to grant such public access will be grounds for immediate unilateral cancellation of this Agreement by **FDOT**.

c. This Agreement constitutes the complete and final expression of the parties with respect to the subject matter hereof and supersedes all prior agreements, understandings, or negotiations with respect thereto. Without limiting the generality of the foregoing, this Agreement shall replace and supersede all prior agreements between **FDOT** and the **MAINTAINING AGENCY** with respect to maintenance of the lighting and/or lighting systems for the Facilities identified in Exhibit A.

d. This Agreement is governed by the laws of the State of Florida. Any provision hereof found to be unlawful or unenforceable are severable and will not affect the validity of the remaining provisions hereof.

e. All notices required pursuant to the terms hereof may be sent by first class United States Mail, facsimile transmission, hand delivery, electronic mail, or express mail and will be deemed to have been received by the end of five (5) business days from the proper sending thereof unless proof of prior actual receipt is provided. The **MAINTAINING AGENCY** must notify the local District of **FDOT** of the appropriate persons for notices to be sent pursuant to this Agreement. Unless otherwise notified in writing, notices must be sent to the following addresses:

**MAINTAINING AGENCY:**

| |
|---|
| City of Port Orange |
| 100 City Center Circle |
| Port Orange, Florida 32119 |
| 386-506-5502 |

**FDOT:**

| |
|---|
| District Maintenance Engineer |
| 719 S Woodland Blvd |
| Deland, Florida 32720-6834 |
| |

f. **PUBLIC ENTITY CRIME INFORMATION STATEMENT**: A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for **CATEGORY TWO** for a period of thirty six (36) months from the date of being placed on the convicted vendor list.

g. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity.

h. By signing this agreement the Maintaining Agency certifies that it is not: (1) listed on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, F.S., (2) engaged in a boycott of Israel, (3) or listed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, Florida Statutes. For contracts involving $1,000,000 or more, if the Department determines the Maintaining Agency submitted a false certification under Section 287.135(5) of the Florida Statutes regarding the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, Florida Statutes, or for contracts involving any amount, if the Maintaining Agency has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, the Department shall either terminate the Contract after it has given the Maintaining Agency notice and an opportunity to demonstrate the Department's determination of false certification was in error pursuant to Section 287.135(5)(a) of the Florida Statutes, or maintain the Contract if the conditions of Section 287.135(4) of the Florida Statutes are met.

i. Nothing herein shall be construed as a waiver of either party's sovereign immunity.

j. **MAINTAINING AGENCY**:

1. shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the **MAINTAINING AGENCY** during the term of the contract; and

2. shall expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

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 Agreement term and following completion of the Agreement if the **Maintaining Agency** does not transfer the records to **FDOT**

4. Upon completion of the Agreement, transfer, at no cost, to **FDOT**, all public records in possession of the Consultant or keep and maintain public records required by **FDOT** to perform the service. If the Consultant transfers all public records to **FDOT** upon completion of the Agreement, the Consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Consultant keeps and maintains public records upon completion of the Agreement, the Consultant shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to **FDOT**, upon request from **FDOT's** custodian of public records, in a format that is compatible with the information technology systems of **FDOT**

5. Failure by the **Maintaining Agency** to comply with Chapter 119, Florida Statutes, shall be grounds for immediate unilateral cancellation of this Agreement by **FDOT**

**IF THE MAINTAINING AGENCY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE MAINTAINING AGENCY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:**

**District 1**
**863-519-2623**
**D1prcustodian@dot.state.fl.us**
**Florida Department of Transportation**
**District 1 – Office of General Counsel**
**801 N. Broadway**
**Bartow, FL 33830**

**District 2**
**386-758-3727**
**D2prcustodian@dot.state.fl.us**
**Florida Department of Transportation**
**District 2 - Office of General Counsel**
**1109 South Marion Avenue, MS 2009**
**Lake City, FL 32025**

**District 3**
**850-330-1391**
**D3prcustodian@dot.state.fl.us**
**Florida Department of Transportation**
**District 3 - Office of General Counsel**
**1074 Highway 90 East**
**Chipley, FL 32428**

**District 4**
**954-777-4529**
**D4prcustodian@dot.state.fl.us**
**Florida Department of Transportation**
**District 4 – Office of General Counsel**
**3400 West Commercial Blvd.**
**Fort Lauderdale, FL 33309**

**District 5**
**386-943-5000**
**D5prcustodian@dot.state.fl.us**
**Florida Department of Transportation**
**District 5 – Office of General Counsel**
**719 South Woodland Boulevard**
**Deland, FL 32720**

**District 6**
**305-470-5453**
**D6prcustodian@dot.state.fl.us**
**Florida Department of Transportation**
**District 6 – Office of General Counsel**
**1000 NW 111 Avenue**
**Miami, FL 33172-5800**

**District 7**
**813-975-6491**
**D7prcustodian@dot.state.fl.us**
**Florida Department of Transportation**
**District 7 - Office of General Counsel**
**11201 N. McKinley Drive, MS 7-120**
**Tampa, FL 33612**

**Florida's Turnpike Enterprise**
**407-264-3170**
**TPprcustodian@dot.state.fl.us**
**Turnpike Enterprise Chief Counsel**
**Florida Turnpike – Office of General Counsel**
**Turnpike Mile Post 263, Bldg. 5315**
**Ocoee, FL 34761**

**Central Office**
**850-414-5355**
**COprcustodian@dot.state.fl.us**
**Office of the General Counsel**
**Florida Department of Transportation**
**605 Suwannee Street, MS 58**
**Tallahassee, Florida 32399-0458**

**8. Certification**

This document is a printout of an **FDOT** form maintained in an electronic format and all revisions thereto by the **MAINTAINING AGENCY** in the form of additions, deletions, or substitutions are reflected only in an Appendix entitled “Changes to Form Document” and no change is made in the text of the document itself. Hand notations on affected portions of this document may refer to changes reflected in the above-named Appendix but are for reference purposes only and do not change the terms of the document. By signing this document, the **MAINTAINING AGENCY** hereby represents that no change has been made to the text of this document except through the terms of the Appendix entitled “Changes to Form Document."

You MUST signify by selecting one of the applicable options:

☒ No changes have been made to this Forms Document and no Appendix entitled "Changes to Form Document" is attached.

☐ No changes have been made to this Form Document, but changes are included on the attached Appendix entitled "Changes to Form Document."

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

**MAINTAINING AGENCY**

BY: (Signature) _____

(Printed Name: _____) Date: _____

(Printed Title: _____)

---

**STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION**

BY: (Signature) _____

(Printed Name: _____) Date: _____

(Printed Title: _____)

---

**FDOT Legal Review**

BY: (Signature) _____ Date: _____
Counsel

(Printed Name: _____)

**Exhibit A**
**STATE HIGHWAY LIGHTING, MAINTENANCE, AND COMPENSATION AGREEMENT**
**For Fiscal Year 2027**

## 1.0 PURPOSE

This exhibit defines the method and limits of compensation to be made to the **MAINTAINING AGENCY** for the services described in this Agreement and method by which payments will be made.

## 2.0 FACILITIES

The lighting or lighting systems listed below, or in an attached spreadsheet, or other electronic form are included with this Agreement and represent the Facilities to be maintained by the **MAINTAINING AGENCY**:

1. 69 Lights on SR 5
2. 7 Lights on SR 441
3. 98 SR 5A
4. 112 SR 421
5. 
6. 

## 3.0 COMPENSATION

For the satisfactory completion of all services detailed in this Agreement, **FDOT** will pay the **MAINTAINING AGENCY** the Total Sum as provided in Section 2 of the Agreement. The **MAINTAINING AGENCY** will receive one single payment at the end of each fiscal year for satisfactory completion of service.

The per-light unit rate shall increase by 3% each fiscal year. E.g., the per-light unit rate of $347.89 in fiscal year 25/26 shall increase to $358.33 in fiscal year 26/27.

Total Payment Amount for each fiscal year is calculated by inputting the actual number of qualifying types of lights into the table below and multiplying by the unit rate and 90%. Example: 330 (lights) x $358.33 (unit rate) x 0.90 (90% requirement) = $106,424.01

| Type of Light | # of lights | LED or HPS | Unit rate | 90.00% | Total |
|---|---|---|---|---|---|
| High Mast | | HPS | | 0.90 | 0.00 |
| Standard | | HPS | | 0.90 | 0.00 |
| Underdeck | | HPS | | 0.90 | 0.00 |
| Sign | | HPS | | 0.90 | 0.00 |
| High Mast | | LED | | 0.90 | 0.00 |
| Standard | 286 | LED | 358.33 | 0.90 | 92,234.14 |
| Underdeck | | LED | | 0.90 | 0.00 |
| Sign | | LED | | 0.90 | 0.00 |

# STATE HIGHWAY LIGHTING, MAINTENANCE, AND COMPENSATION AGREEMENT

CONTRACT NO. AT763
FINANCIAL PROJECT NO. 458316-1-78-01
F.E.I.D. NO. VF-596000412018

**THIS AGREEMENT**, entered into this _____ day of _____, year of _____, by and between the **STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION**, hereinafter referred to as **"FDOT"**, and the Ctiy of Port Orange, hereinafter referred to as the "**MAINTAINING AGENCY**";

**WITNESSETH:**

**WHEREAS, FDOT** is authorized under Sections 334.044 and 335.055, Florida Statutes, to enter into this Agreement, and the **MAINTAINING AGENCY** has the authority to enter into this Agreement and to undertake the maintenance and operation of lighting on the State Highway System; and

**WHEREAS,** the **MAINTAINING AGENCY** has authorized its undersigned officers to enter into and execute this Agreement;

**WHEREAS, FDOT** has identified sites where lighting and/or lighting systems, hereinafter referred to as "Facilities", are located on the State Highway System within the jurisdictional boundaries of the **MAINTAINING AGENCY.** A list of the Facilities is included as Exhibit A, attached hereto and incorporated herein.

**WHEREAS,** the **MAINTAINING AGENCY** agrees to maintain the Facilities as further set forth herein.

**NOW, THEREFORE**, in consideration of the premises and the mutual covenants contained herein, **FDOT** and the **MAINTAINING AGENCY** hereby agree as follows:

**1. Maintenance of Facilities**

a. The **MAINTAINING AGENCY** shall maintain the Facilities listed in Exhibit A. The Facilities may include lighting for roadways, as well as park and ride, pedestrian overpasses, and recreational areas owned by or located on the property of **FDOT.** The Facilities shall not include lighting located in weigh stations, rest areas, or on Interstate highways.

The location and type of lighting to be maintained pursuant to this Agreement is set forth in Exhibit A. Any changes or modifications to Exhibit A must be in writing and signed by both **FDOT** and the **MAINTAINING AGENCY**. Any Facilities added to Exhibit A during the **FDOT**'s fiscal year shall be maintained and operated by the **MAINTAINING AGENCY** upon the **FDOT**'s final acceptance of installation of any new lighting and/or lighting systems. Prior to the start of each new fiscal year, the **MAINTAINING AGENCY** and **FDOT** shall amend Exhibit A to reflect any changes to the Facilities, including addition, removal, or change in lighting type maintained pursuant to this Agreement.

The **MAINTAINING AGENCY** will be compensated for Facilities added to Exhibit A by amendment of this Agreement in the **FDOT**'s fiscal year occurring after the lighting and/or lighting systems are installed and final acceptance of such installation is given by **FDOT**. In the event that no change is made to the previous year's Exhibit A, a certification from the **MAINTAINING AGENCY** shall be provided to **FDOT** certifying that no change has been made to Exhibit A during **FDOT**'s previous fiscal year. Unless stated otherwise, all references to fiscal years within this agreement refer to **FDOT's** fiscal year, beginning July 1st and ending June 30th.

b. In maintaining the Facilities, the **MAINTAINING AGENCY** shall perform all activities necessary to keep the Facilities fully operating, properly functioning, with a minimum of 90% of the lights burning for any lighting type (e.g., high mast, standard, underdeck, and sign) or roadway system at all times in accordance with the original design thereof, whether necessitated by normal wear and tear, accidental or intentional damage, or acts of nature. Required maintenance includes, but is not limited to, providing electrical power and paying all charges associated therewith, routine inspection and testing, preventative maintenance, emergency maintenance, replacement of any component parts of the Facilities (including the poles and any and all other component parts installed as part of the Facilities), and locating (both vertically and horizontally) the Facilities. All repairs or replacement will be in kind unless a variance is approved in writing by **FDOT**.

c. All maintenance must be in accordance with the provisions of the following:

(1) Manual of Uniform Traffic Control Devices; and

(2) All other applicable local, state, or federal laws, rules, resolutions, or ordinances, and **FDOT** procedures.

d. For lighting installed as part of a **FDOT** project, the **MAINTAINING AGENCY**'**s** obligation to maintain the Facility commences upon the **MAINTAINING AGENCY**'**s** receipt of notification from **FDOT** that **FDOT** has formally accepted the project, except for the obligation to provide for electrical power, which obligation to provide for electrical power commences at such time as the lighting system is ready to be energized; provided, however, that the **MAINTAINING AGENCY** is not required to perform any activities which are the responsibilities of **FDOT's** contractor.

Prior to acceptance by **FDOT**, the **MAINTAINING AGENCY** shall have the opportunity to inspect and request modifications/corrections to the installation(s). **FDOT** agrees to make modifications/corrections prior to acceptance so long as the modifications/corrections comply with the installation contract documents and specifications.

e. The term for this Agreement is seven (7) years. Either party may terminate this Agreement by a notice of termination. The notice of termination must be in writing. Should the **MAINTAINING AGENCY** choose to terminate the Agreement, the **MAINTAINING AGENCY** shall provide a minimum notice period of two (2) fiscal years prior to the effective date of termination and the notice shall be endorsed by the elected body (County Commission, City Council, or local agency governing body) under which the Agency operates. The effective date of the termination will coincide with the end of the FDOT's fiscal year of June 30th following the two-year notice.

The termination of this Agreement will not terminate maintenance responsibilities for lighting owned by the **MAINTAINING AGENCY**. Maintenance obligations for lights owned by the **MAINTAINING AGENCY** will remain the responsibility of the **MAINTAINING AGENCY**. Nor does termination of this Agreement operate to relieve the **MAINTAINING AGENCY** of any maintenance obligations contained in other agreements. Maintenance of lights governed by a separate maintenance agreement will continue per the terms of that separate maintenance agreement.

**2. Compensation and Payment**

**FDOT** shall pay to the **MAINTAINING AGENCY** a sum of $ 92,234.14 for the fiscal year in which this Agreement is signed. Payments will be calculated and made in accordance with Exhibit A.

Prior to the beginning of each fiscal year, the **MAINTAINING AGENCY** shall submit an amended Exhibit A or a certification of no change to Exhibit A and **FDOT** and the **MAINTAINING AGENCY** shall agree on the amount and percentage of lighting to be paid for the coming fiscal year. **FDOT** will issue a work order confirming the amount and authorizing the performance of maintenance for each new fiscal year. The work order must be an **FDOT**-signed letter of authorization to the **MAINTAINING AGENCY** with a subject line containing the terms "State Highway Lighting, Maintenance, and Compensation Agreement work order". The work order must reflect the contract number, financial project number, FEID No. of the **MAINTAINING AGENCY**, the fiscal year, the percentage of lighting funded and the lump sum amount to be paid for the fiscal year indicated. The work order must be signed by the **MAINTAINING AGENCY** and returned to **FDOT**. Failure by the **MAINTAINING AGENCY** to take any of the actions required by this paragraph may result in nonpayment by **FDOT**.

**FDOT** expressly assigns its rights, interests and privileges pertaining to damage to Facilities caused by third parties to the **MAINTAINING AGENCY**, so they may pursue all claims and causes of actions against the third parties responsible for the damage. **FDOT** will assist the **MAINTAINING AGENCY** and will confirm the **MAINTAINING AGENCY**'s authorization to pursue recovery. The **MAINTAINING AGENCY** will be responsible for all attorneys' fees and litigation costs incurred in its recovery activities.

**3. Record Keeping**

The **MAINTAINING AGENCY** shall keep records of all activities and report all maintenance performed and replacement components and parts installed pursuant to this Agreement. The records shall be kept in an electronic format approved by **FDOT**.

Records shall be maintained and made available upon request to **FDOT** during the period of this Agreement and for three (3) years after final payment for the work pursuant to this Agreement is made. Copies of these documents and records will be furnished to **FDOT** upon request.

**4. Invoicing**

The **MAINTAINING AGENCY** shall invoice **FDOT** annually in a format acceptable to the FDOT. Invoices must be submitted no earlier than May 1 and no later than June 15 of the fiscal year in which the services were provided in order to be processed for payment by June 30.

Upon receipt, **FDOT** has five (5) working days to inspect and approve the goods and services. **FDOT** has twenty (20) days to deliver a request for payment (voucher) to the Department of Financial Services. The twenty (20) days are measured from the latter of the date the invoice is received or the goods or services are received, inspected, and approved.

If a payment is not available within forty (40) days, a separate interest penalty at a rate as established pursuant to Section 215.422, Florida Statutes, will be due and payable, in addition to the invoice amount, to the **MAINTAINING AGENCY**. Interest penalties of less than one (1) dollar will not be enforced unless the **MAINTAINING AGENCY** requests payment. Invoices returned to a **MAINTAINING AGENCY** because of **MAINTAINING AGENCY** preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to **FDOT**.

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for contractors/vendors who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 410-9724 or by calling the Chief Financial Officer's Hotline, 1-800-848-3792.

The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. In the event this Agreement is in excess of $25,000 and has a term for a period of more than one (1) year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby incorporated:

**FDOT**, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection shall be null and void, and no money may be paid on such contract. **FDOT** shall require a statement from the Comptroller of **FDOT** that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of **FDOT** which are for an amount in excess of $25,000 and which have a term for a period of more than 1 year.

**5. Default**

In the event that the **MAINTAINING AGENCY** breaches any provision of this Agreement, then in addition to any other remedies which are otherwise provided for in this Agreement, **FDOT** may exercise one or more of the following options, provided that at no time may **FDOT** be entitled to receive double recovery of damages:

a. Pursue a claim for damages suffered by **FDOT** or the public.

b. Pursue any other remedies legally available.

c. As to any work not performed by the **MAINTAINING AGENCY**, perform such work with its own forces or through contractors and seek reimbursement for the cost thereof from the **MAINTAINING AGENCY** if the **MAINTAINING AGENCY** fails to cure the non-performance within fourteen (14) days after written notice from **FDOT** of the non-performance; provided, however, that advance notice and cure will not be preconditions in the event of an emergency.

**6. Force Majeure**

Neither the **MAINTAINING AGENCY** nor **FDOT** will be liable to the other for any failure to perform under this Agreement to the extent such performance is prevented by an act of God, war, riots, natural catastrophe, or other event beyond the control of the non-performing party and which could not have been avoided or overcome by the exercise of due diligence; provided that the party claiming the excuse from performance has (a) promptly notified the other party of the occurrence and its estimated duration, (b) promptly remedied or mitigated the effect of the occurrence to the extent possible, and (c) resumed performance as soon as possible.

**7. Miscellaneous**

a. **FDOT** shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If the contractor knowingly employs unauthorized aliens, such violation will be cause for unilateral cancellation of this Agreement.

b. The **MAINTAINING AGENCY** shall allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the **MAINTAINING AGENCY** in conjunction with this Agreement. Failure by the **MAINTAINING AGENCY** to grant such public access will be grounds for immediate unilateral cancellation of this Agreement by **FDOT**.

c. This Agreement constitutes the complete and final expression of the parties with respect to the subject matter hereof and supersedes all prior agreements, understandings, or negotiations with respect thereto. Without limiting the generality of the foregoing, this Agreement shall replace and supersede all prior agreements between **FDOT** and the **MAINTAINING AGENCY** with respect to maintenance of the lighting and/or lighting systems for the Facilities identified in Exhibit A.

d. This Agreement is governed by the laws of the State of Florida. Any provision hereof found to be unlawful or unenforceable are severable and will not affect the validity of the remaining provisions hereof.

e. All notices required pursuant to the terms hereof may be sent by first class United States Mail, facsimile transmission, hand delivery, electronic mail, or express mail and will be deemed to have been received by the end of five (5) business days from the proper sending thereof unless proof of prior actual receipt is provided. The **MAINTAINING AGENCY** must notify the local District of **FDOT** of the appropriate persons for notices to be sent pursuant to this Agreement. Unless otherwise notified in writing, notices must be sent to the following addresses:

**MAINTAINING AGENCY:**

| |
|---|
| City of Port Orange |
| 100 City Center Circle |
| Port Orange, Florida 32119 |
| 386-506-5502 |

**FDOT:**

| |
|---|
| District Maintenance Engineer |
| 719 S Woodland Blvd |
| Deland, Florida 32720-6834 |
| |

f. **PUBLIC ENTITY CRIME INFORMATION STATEMENT**: A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for **CATEGORY TWO** for a period of thirty six (36) months from the date of being placed on the convicted vendor list.

g. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity.

h. By signing this agreement the Maintaining Agency certifies that it is not: (1) listed on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, F.S., (2) engaged in a boycott of Israel, (3) or listed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, Florida Statutes. For contracts involving $1,000,000 or more, if the Department determines the Maintaining Agency submitted a false certification under Section 287.135(5) of the Florida Statutes regarding the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, Florida Statutes, or for contracts involving any amount, if the Maintaining Agency has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, the Department shall either terminate the Contract after it has given the Maintaining Agency notice and an opportunity to demonstrate the Department's determination of false certification was in error pursuant to Section 287.135(5)(a) of the Florida Statutes, or maintain the Contract if the conditions of Section 287.135(4) of the Florida Statutes are met.

i. Nothing herein shall be construed as a waiver of either party's sovereign immunity.

j. **MAINTAINING AGENCY**:

1. shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the **MAINTAINING AGENCY** during the term of the contract; and

2. shall expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

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 Agreement term and following completion of the Agreement if the **Maintaining Agency** does not transfer the records to **FDOT**

4. Upon completion of the Agreement, transfer, at no cost, to **FDOT**, all public records in possession of the Consultant or keep and maintain public records required by **FDOT** to perform the service. If the Consultant transfers all public records to **FDOT** upon completion of the Agreement, the Consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Consultant keeps and maintains public records upon completion of the Agreement, the Consultant shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to **FDOT**, upon request from **FDOT's** custodian of public records, in a format that is compatible with the information technology systems of **FDOT**

5. Failure by the **Maintaining Agency** to comply with Chapter 119, Florida Statutes, shall be grounds for immediate unilateral cancellation of this Agreement by **FDOT**

**IF THE MAINTAINING AGENCY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE MAINTAINING AGENCY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:**

**District 1**
**863-519-2623**
**D1prcustodian@dot.state.fl.us**
**Florida Department of Transportation**
**District 1 – Office of General Counsel**
**801 N. Broadway**
**Bartow, FL 33830**

**District 2**
**386-758-3727**
**D2prcustodian@dot.state.fl.us**
**Florida Department of Transportation**
**District 2 - Office of General Counsel**
**1109 South Marion Avenue, MS 2009**
**Lake City, FL 32025**

**District 3**
**850-330-1391**
**D3prcustodian@dot.state.fl.us**
**Florida Department of Transportation**
**District 3 - Office of General Counsel**
**1074 Highway 90 East**
**Chipley, FL 32428**

**District 4**
**954-777-4529**
**D4prcustodian@dot.state.fl.us**
**Florida Department of Transportation**
**District 4 – Office of General Counsel**
**3400 West Commercial Blvd.**
**Fort Lauderdale, FL 33309**

**District 5**
**386-943-5000**
**D5prcustodian@dot.state.fl.us**
**Florida Department of Transportation**
**District 5 – Office of General Counsel**
**719 South Woodland Boulevard**
**Deland, FL 32720**

**District 6**
**305-470-5453**
**D6prcustodian@dot.state.fl.us**
**Florida Department of Transportation**
**District 6 – Office of General Counsel**
**1000 NW 111 Avenue**
**Miami, FL 33172-5800**

**District 7**
**813-975-6491**
**D7prcustodian@dot.state.fl.us**
**Florida Department of Transportation**
**District 7 - Office of General Counsel**
**11201 N. McKinley Drive, MS 7-120**
**Tampa, FL 33612**

**Florida's Turnpike Enterprise**
**407-264-3170**
**TPprcustodian@dot.state.fl.us**
**Turnpike Enterprise Chief Counsel**
**Florida Turnpike – Office of General Counsel**
**Turnpike Mile Post 263, Bldg. 5315**
**Ocoee, FL 34761**

**Central Office**
**850-414-5355**
**COprcustodian@dot.state.fl.us**
**Office of the General Counsel**
**Florida Department of Transportation**
**605 Suwannee Street, MS 58**
**Tallahassee, Florida 32399-0458**

**8. Certification**

This document is a printout of an **FDOT** form maintained in an electronic format and all revisions thereto by the **MAINTAINING AGENCY** in the form of additions, deletions, or substitutions are reflected only in an Appendix entitled “Changes to Form Document” and no change is made in the text of the document itself. Hand notations on affected portions of this document may refer to changes reflected in the above-named Appendix but are for reference purposes only and do not change the terms of the document. By signing this document, the **MAINTAINING AGENCY** hereby represents that no change has been made to the text of this document except through the terms of the Appendix entitled “Changes to Form Document."

You MUST signify by selecting one of the applicable options:

☒ No changes have been made to this Forms Document and no Appendix entitled "Changes to Form Document" is attached.

☐ No changes have been made to this Form Document, but changes are included on the attached Appendix entitled "Changes to Form Document."

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

**MAINTAINING AGENCY**

BY: (Signature) _____

(Printed Name: _____) Date: _____

(Printed Title: _____)

---

**STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION**

BY: (Signature) _____

(Printed Name: _____) Date: _____

(Printed Title: _____)

---

**FDOT Legal Review**

BY: (Signature) _____ Date: _____
Counsel

(Printed Name: _____)

**Exhibit A**
**STATE HIGHWAY LIGHTING, MAINTENANCE, AND COMPENSATION AGREEMENT**
**For Fiscal Year 2027**

## 1.0 PURPOSE

This exhibit defines the method and limits of compensation to be made to the **MAINTAINING AGENCY** for the services described in this Agreement and method by which payments will be made.

## 2.0 FACILITIES

The lighting or lighting systems listed below, or in an attached spreadsheet, or other electronic form are included with this Agreement and represent the Facilities to be maintained by the **MAINTAINING AGENCY**:

1. 69 Lights on SR 5
2. 7 Lights on SR 441
3. 98 SR 5A
4. 112 SR 421
5. 
6. 

## 3.0 COMPENSATION

For the satisfactory completion of all services detailed in this Agreement, **FDOT** will pay the **MAINTAINING AGENCY** the Total Sum as provided in Section 2 of the Agreement. The **MAINTAINING AGENCY** will receive one single payment at the end of each fiscal year for satisfactory completion of service.

The per-light unit rate shall increase by 3% each fiscal year. E.g., the per-light unit rate of $347.89 in fiscal year 25/26 shall increase to $358.33 in fiscal year 26/27.

Total Payment Amount for each fiscal year is calculated by inputting the actual number of qualifying types of lights into the table below and multiplying by the unit rate and 90%. Example: 330 (lights) x $358.33 (unit rate) x 0.90 (90% requirement) = $106,424.01

| Type of Light | # of lights | LED or HPS | Unit rate | 90.00% | Total |
|---|---|---|---|---|---|
| High Mast | | HPS | | 0.90 | 0.00 |
| Standard | | HPS | | 0.90 | 0.00 |
| Underdeck | | HPS | | 0.90 | 0.00 |
| Sign | | HPS | | 0.90 | 0.00 |
| High Mast | | LED | | 0.90 | 0.00 |
| Standard | 286 | LED | 358.33 | 0.90 | 92,234.14 |
| Underdeck | | LED | | 0.90 | 0.00 |
| Sign | | LED | | 0.90 | 0.00 |

# CITY COUNCIL AGENDA ITEM

**COUNCIL MEETING DATE 6/2/2026**

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**SUBJECT:** (B12) Resolution No. 26-29 - Amending the CDBG PY2025 Annual Action Plan

**DEPARTMENT:** Finance

**GOAL:** 5 - Fiscal Sustainability

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**RECOMMENDED MOTION:** Move to approve Resolution No. 26-29.

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**SUMMARY:** The City received a $354,806 allocation from the U.S. Department of Housing and Urban Development (HUD) to support the Memorial Park Multi-Use Trail Project.

During project implementation, staff determined that the federal procurement, bidding, and compliance requirements associated with the grant would significantly increase the administrative complexity, cost, and timeline of delivering the trail project. After further evaluation, it was determined that reallocating the funding to an eligible infrastructure project with a more efficient implementation path would better maximize the use of the grant funds and expedite delivery of community benefits.

As a result, the City proposes to amend the Program Year (PY) 2025 Annual Action Plan (AAP) to reallocate the $354,806 in HUD funding from the Memorial Park Multi-Use Trail Project to the Jackson and Oak Street Drainage Improvements Project, an eligible project that addresses stormwater and neighborhood infrastructure needs.

The proposed PY2025 Annual Action Plan Amendment No. 1 was made available for public review through the City's Community Development Block Grant (CDBG) webpage. In accordance with the City's Citizen Participation Plan, notice of the opportunity for public comment was published in the Daytona Beach News-Journal on April 17, 2026. The required 30-day public comment period, including a public hearing held on May 20, 2026, concluded on May 20, 2026. Upon City Council approval, the PY2025 Annual Action Plan Amendment No. 1 will be submitted to HUD for review and approval.

PRESENTER: Sue Wang

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**ATTACHMENTS:**

| | | |
|---|---|---|
| 1. | Resolution No. 26-29 | Resolution No. 26-29 .pdf |
| 2. | First Amendment PY25 Annual Action Plan DRAFT 4-14-26 | First Amendment PY25 Annual Action Plan DRAFT 4-14-26.pdf |

| | |
|---|---|
| Robin Fenwick | Created/Initiated - 05/18/2026 |
| Sue Wang | Approved - 05/19/2026 |
| Matthew Jones | Approved - 05/26/2026 |
| Wayne Clark | Final Approval - 05/26/2026 |

RESOLUTION NO. 26-29

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA; APPROVING AND AUTHORIZING THE AMENDMENT OF PY2025 ANNUAL ACTION PLAN TO SHIFT ALL FUNDS FOR THE MEMORIAL PARK MULTI-USE TRAIL PROJECT IN THE AMOUNT OF $354,806.00 AND REALLOCATE TO DIRECT COSTS FOR JACKSON STREET AND OAK STREET DRAINAGE IMPROVEMENTS PROJECT; AUTHORIZE THE MAYOR AND CITY CLERK TO SIGN ALL REQUIRED CERTIFICATIONS, AND AUTHORIZE STAFF TO SUBMIT TO THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT COMMUNITY DEVELOPMENT BLOCK GRANT; PROVIDING FOR CONFLICTS; PROVIDING FOR SCRIVENER'S ERRORS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City has previously received a $354,806 allocation from the U.S. Department of Housing and Urban Development (HUD) for the Memorial Park Multi-Use Trail Project in the PY2025 Annual Action Plan; and

WHEREAS, the City Council of the City of Port Orange desires to approve the amendment of the PY2025 Annual Action Plan to shift funds in the amount of $354,806 from the PY2025 Annual Action Plan allocating funds for the Memorial Park Multi-Use Trail Project and reallocate said funds to direct costs for Jackson Street and Oak Street Drainage Improvements Project: and

WHEREAS, the City Council of the City of Port Orange desires to authorize and submit to the U.S. Department of Housing and Urban Development ("HUD") for approval of the amendment to said annual action plan in order to shift funds from the Memorial Park Multi-Use Trail Project in the amount of $354,806 in grant funding through amendment to the PY2025 Annual Action Plan and reallocate said funds to direct costs for the Jackson Street and Oak Street Drainage Improvements Project; and

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA:

Section 1. The City Council of the City of Port Orange hereby approves and authorizes the amendment to the PY2025 Annual Action Plan to shift all funds from Memorial Park Multi-Use Trail Project in the amount of $354,806 and reallocate to direct costs for Jackson Street and Oak Street Drainage Improvements.

Section 2. The City Council of the City of Port Orange hereby authorizes staff to submit to the U.S. Department of Housing and Urban Development ("HUD") for the approval of the amendment to said annual action plan in order to shift funds from Memorial Park Multi-Use Trail Project in the amount of $354,806 in grant funding through amendment to the PY2025 Annual Action Plan and

reallocate said funds to direct costs for the Jackson Street and Oak Street Drainage Improvements Project.

Section 3. The Mayor and City Clerk shall be authorized to execute any and all documents, agreements, or contracts necessary to implement this Resolution.

Section 4. All prior Resolutions in conflict or inconsistent herewith are hereby expressly repealed only to the extent of such conflict or inconsistency.

Section 5. Scrivener's Errors. Typographical errors and other matters of a similar nature that do not affect the intent of this Resolution, as determined by the City Clerk and City Attorney, may be corrected.

Section 7. This Resolution shall become effective immediately upon adoption.

_____
SCOTT STILTNER, MAYOR

ATTEST:

_____
Robin Fenwick, MMC, City Clerk

Adopted on the _____day of _____

Reviewed and Approved: _____
Shannon K. Balmer, Senior Assistant City Attorney

To more effectively serve low/mod community needs, the City of Port Orange PY2025-2026 Annual Action Plan (AAP) is being amended to move $354,806 from Memorial Park Multi-Use Trail Project to Jackson Street and Oak Street Drainage Improvement Project.

# Executive Summary

## AP-05 Executive Summary - 24 CFR 91.200(c), 91.220(b)

### 1. Introduction

### Amendment Update 4/14/2026

*The City of Port Orange PY2025-2026 Annual Action Plan (AAP) is being amended to move $354,806 from Memorial Park Multi-Use Trail Project to Jackson Street and Oak Street Drainage Improvement Project. An amendment is necessary to reallocate these funds.*

As a recipient of federal grant funds, the U.S. Department of Housing and Urban Development (HUD) required the City of Port Orange to prepare and adopt a Five-Year Consolidated Plan for PY2021 to PY2025. This PY2025 Annual Action Plan is the fifth year of implementation of the Consolidated Plan.

The Action Plan serves as the City's application for Community Development Block Grant (CDBG) funding, and describes needs, goals, and objectives. This plan covers a period beginning October 1, 2025, and ending on September 30, 2026. This plan was developed pursuant to Federal guidelines found at 24 CFR 91.

The City of Port Orange is located within Volusia County Florida. As of 2024, the population estimate is 65,966 people. As of 2024, there are three Census Tracts (0824.14, 0825.03, 0825.11) within the City that have a population whose income is at or below 47.62% of the area median income. The City has not defined specific target areas within the City.

Port Orange has been advised that it will receive a CDBG entitlement allocation of $354,806 in PY2025. The proposed use of this funding is, primarily, continuation of major infrastructure projects. An estimated 100% of the PY2025 CDBG allocation will be focused on the continuation of major infrastructure projects in this area.

Aligned with the adopted five (5) Year CDBG Consolidated Plan previously approved by HUD, staff are proposing to utilize the city's PY2025 CDBG allocation on the Jackson Street and Oak Street Drainage Improvement Project. ($354,806).

The 2021-2025 Five-year Consolidated Plan addresses improvement projects by the City to improve infrastructure.

## 2. Summarize the objectives and outcomes identified in the Plan

This could be a restatement of items, or a table listed elsewhere in the plan or a reference to another location. It may also contain any essential items from the housing and homeless needs assessment, the housing market analysis, or the strategic plan.

The City of Port Orange developed its 2021-2025 Five-Year Consolidated Plan and Annual Action Plans based on an analysis of the data presented along with community participation and stakeholder consultation process.

Through these efforts established during the development of the Consolidated Plan the city identified two high priority needs in which to invest CDBG funding throughout the five-year period. The priority needs included: 1) Public Improvements and Infrastructure, and 2) Public Facilities.

To provide for the top priority needs, the goals for the period continue to be as follows:

1. Improve public infrastructure – Including improvements to streets, sidewalks, stormwater drainage, sewer, and other public infrastructure in low/moderate income areas. Residents have also expressed a desire for improving roads and striping on streets, fixing drainage, and stormwater runoff improvement.
2. For PY2025, the City will continue drainage improvements in Census tract 825.03/ block group 2. This activity will benefit all the residents in this low moderate-income area.

## 3. Evaluation of past performance

This is an evaluation of past performance that helped lead the grantee to choose its goals or projects.

The City of Port Orange became eligible to receive HUD CPD funds in 2006. Since that time, the City has received $5,561,001 in CDBG funds. The Consolidated Plan for the prior Five-Year period of 2016-2020 provided oversight and guidance to accomplish established goals through annual action plans directed toward the identified priority of public infrastructure improvement. Two multi-year priority projects for the City, the Virginia Avenue and Monroe Street Drainage Improvement Project and the Howe Street Drainage Improvement Project, receive multiple annual allocations of CDBG funding. These projects

have provided a direct positive impact to more than 10,000 residents of the City of Port Orange, exceeding the project outcomes and alleviating flooding in an LMI neighborhood. Roadway and Resurfacing Improvements provided a direct positive impact in four LMI census groups, also exceeding the projected outcomes of assistance to 3000 residents by more than double. During the first year of the 2021-2025 Five-Year Consolidated Plan the Jackson Street and Oak Street Drainage Improvements. In the second and third year of the plan CDBG funds were being used on the Jackson Street and Oak Street Drainage Improvements. The fourth year of the plan CDBG funds were used on the South Causeway Boat Ramp. In conclusion, this is the fifth year of the plan and the CDBG funds will be used for the Jackson Street and Oak Street Drainage Improvements.

## 4. Summary of Citizen Participation Process and consultation process

Summary from citizen participation section of plan.

**Update:**

**Amendment Update 4/14/2026**

**1st Amendment to move $354,806 from Memorial Park Multi-Use Trail Project to direct project costs to the Jackson Street and Oak Street Drainage Improvements Project.**

The City of Port Orange held a Public Hearing on Wednesday, May 20, 2026 at 5:00 p.m. in Council Chambers, City Hall, 1000 City Center Circle, Port Orange, FL, 32129. The City sought public input on the PY2025 Annual Action Plan (AAP) to move $354,806 from Memorial Park Multi-Use Trail Project to direct project costs to the Jackson Street and Oak Street Drainage Improvements Project.

During the preparation of the 2021-2025 Five-Year Consolidated Plan the City of Port Orange consulted with community service providers, other jurisdictions, and other entities, public and private, with a potential interest in or knowledge of that jurisdiction's housing and non-housing community development issues.

The City solicited public feedback through newspapers, local media outlets and public hearings. During the preparation of the PY2025 Annual Action Plan a Notice of Public Hearing appeared in the local newspaper, the Hometown News, on Friday, July 4, 2025, to invite the community to participate in a Public Hearing on Tuesday July 8, 2025, regarding the Proposed PY2025 Annual Action Plan. The newspaper advertisement encouraged the public to submit written comments on the PY2025 Action Plan during the 30-day public comment period from Friday, July 4, 2025, to Friday, August 8, 2025. The plan was posted on the City's website, and hard copies were also available for review at City Hall and by request. The plan was submitted for final approval to the City Council on August 5, 2025.

## 5. Summary of public comments

The comments received at the Public Hearing or during the 30-day comment period were all general inquiries regarding the process utilized to select projects for funding.

## 6. Summary of comments or views not accepted and the reasons for not accepting them

All comments were accepted.

## 7. Summary

The City intends to leverage other funding sources whenever possible to address the other priority needs of housing, public services, and economic development.

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## PR-05 Lead & Responsible Agencies – 91.200(b)

### 1. Agency/entity responsible for preparing/administering the Consolidated Plan

Describe the agency/entity responsible for preparing the Consolidated Plan and those responsible for administration of each grant program and funding source.

| Agency Role | Name | Department/Agency |
|---|---|---|
| | | |
| CDBG Administrator | PORT ORANGE | Finance Department |

**Table 1 – Responsible Agencies**

### Narrative (optional)

### Consolidated Plan Public Contact Information

Theresa E. Brooks
Grants Manager
(386) 717-9050
tbrooks@brooksanddun.com

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## AP-10 Consultation – 91.100, 91.200(b), 91.215(l)

### 1. Introduction

HUD Consolidated Plan regulations mandate that the City consult with other public and private agencies, State or local health and child welfare agencies, adjacent governments, the local Continuum of Care (CoC), and Public Housing Authorities during the preparation of the Consolidated Plan. In its administration of the CDBG program, the City works with local, regional, and statewide agencies and organizations to ensure that services are provided or available to its residents. During the preparation of the 2021-2025 Five-Year Consolidated Plan a consultation process was conducted with stakeholders in the housing and community development industry. The City engaged with stakeholders by reaching out through its website, conducting online surveys, placing notices in City Hall and the Port Orange Regional Library, conducting stakeholder interviews (phone calls and emails), and placing newspaper advertisements in the Hometown News. This original consultation process is still informing the project decision making for each annual plan.

**Provide a concise summary of the jurisdiction's activities to enhance coordination between public and assisted housing providers and private and governmental health, mental health and service agencies (91.215(l))**

The City of Port Orange works very closely with the Volusia County Community Assistance Division. The County receives State Housing Initiatives Program (SHIP) funding from the Florida Housing Finance Corporation to provide affordable housing for very low, low, and moderate-income households. The SHIP program encourages the development of local housing partnerships between municipalities in the County, lenders, real estate professionals, and advocates.

The City does not have a public housing authority, but the Volusia County Community Assistance Division manages the Section 8 Housing Choice Voucher Program. The County PHA provides portable housing choice vouchers that may be used in the City of Port Orange.

The City also works with local and regional non-profit housing providers and social service agencies to coordinate homelessness efforts.

**Describe coordination with the Continuum of Care and efforts to address the needs of homeless persons (particularly chronically homeless individuals and families, families with children, veterans, and unaccompanied youth) and persons at risk of homelessness.**

The Volusia/Flagler County Coalition for the Homeless (VFCCH) is the lead agency for the Continuum of Care (CoC) which serves Volusia County. The CoC is responsible for conducting the annual count of people experiencing homelessness, identifying the gaps in available housing and services to homeless subpopulations, and strategically planning and organizing the expansion of housing and supportive

services to meet the needs. These “gaps” are missing services that are needed to ensure that clients can successfully exit homelessness. The Continuum's priorities are in accordance with the Federal Strategy to Prevent and End Homelessness, the Volusia-Flagler County Ten Year Plan to End Homelessness as revised in the VFCoC Strategic Plan, and as set forth in HUD's National Performance Objectives for Continuums of Care, as follows:

- The highest priority is permanent housing for chronically homeless persons, with a special emphasis on chronically homeless veterans. Since Volusia County has achieved functional zero for veterans as vetted by USICH and HUD, Prevention has taken on a new role with maintaining veterans in their housing.
- The second highest priority is placed on the Homeless Management Information System (HMIS) for the CoC to measure system performance and meet HUD's reporting requirements under the HEARTH Act.
- The third priority is to develop a coordinated entry process which is a key step in assessing the needs of homeless/at risk of homeless individuals and families and prioritizing them for assistance.
- The fourth priority is to prevent and end homelessness for families and unaccompanied youth.
- The fifth priority is domestic violence victims.

**Describe consultation with the Continuum(s) of Care that serves the jurisdiction's area in determining how to allocate ESG funds, develop performance standards for and evaluate outcomes of projects and activities assisted by ESG funds, and develop funding, policies and procedures for the operation and administration of HMIS.**

The City of Port Orange does not receive ESG funds and does not participate extensively in CoC deliberations.

As required by HUD, there is at least one homeless individual and several formerly homeless individuals who participate on committees for the Commission on Homelessness for Volusia Flagler Board of Directors for the FL 504 CoC. All meetings are open to the public and homeless individuals and homeless advocates are encouraged to attend. The public was an active part in the identification of goals and objectives and the formulation of the most recently updated Volusia Flagler CoC Strategic Plan. The whole CoC membership was invited to participate in a Continuum-wide poll to prioritize and rank the identified gaps in order of priority. In addition, the development of action steps within the objectives was voted on in planning meetings and brought to the Board meetings for discussion and final approval. Currently the Commission on Homelessness for the Volusia-Flagler CoC is developing a Five-Year Action Plan to coincide with Opening Doors, the Federal Strategic Plan to End Homelessness. The public, including homeless individuals and families, are encouraged to attend the Strategic Planning Meetings and make public comments.

Within the planning process for the FL-504 CoC, the development of shelter housing for the area has been a long-standing issue. Several workgroups including homeless representatives have been convened to assist with surveying the homeless population to get views on housing options, services, and service delivery. The surveys request input on their preferences regarding shelters, shelter location(s), Housing First options, Rapid Re-Housing (RRH), outreach and other wrap-around services such as mental health, substance abuse and SSI/SSDI Outreach, Access, and Recovery (SOAR) services. These surveys will assist in identifying where and how the CoC will proceed in addressing the need, size, and location for additional shelter beds (if determined necessary) as well as steering dollars to RRH and PSH beds and units.

The County of Volusia, which is an entitlement district for ESG, consults with the CoC in formulating its agenda for ESG funding. The County holds community development meetings which are open to the public and requests stakeholders to attend to provide the needed input necessary to determine how the funding will be used. The County of Volusia has previously used ESG funding for prevention but is shifting its focus to Rapid Rehousing in the coming year in alignment with HUD's goal of ending family homelessness.

The State of Florida released local solicitations for funding to non-entitlement areas (Flagler County, Daytona Beach, Port Orange, and Deltona) for ESG through CoC Lead Agencies. The local funding supports Emergency Shelter, Rapid Rehousing, Prevention and Street Outreach for these non-entitlement areas. The sub-recipients awarded local funding include Halifax Urban Ministries, Salvation Army, New Hope Ministries and Family Life Center of Flagler County.

**2. Describe Agencies, groups, organizations and others who participated in the process and describe the jurisdiction's consultations with housing, social service agencies and other entities**

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**Table 2 – Agencies, groups, organizations who participated**

| | | |
|---|---|---|
| 1 | **Agency/Group/Organization** | PORT ORANGE |
| | **Agency/Group/Organization Type** | Other government - Local |
| | **What section of the Plan was addressed by Consultation?** | Housing Need Assessment<br>Homelessness Strategy<br>Economic Development<br>Anti-poverty Strategy<br>Lead-based Paint Strategy |
| | **Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?** | Grantee Community Development Department. |
| 2 | **Agency/Group/Organization** | VOLUSIA COUNTY |
| | **Agency/Group/Organization Type** | Services - Housing<br>Other government - County |
| | **What section of the Plan was addressed by Consultation?** | Public Housing Needs<br>Lead-based Paint Strategy |
| | **Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?** | Volusia County works closely with Port Orange for its public housing needs and other planning needs in the region. Input was gathered through document review. Need for more coordination to address the housing needs of low-and moderate-income persons through owner-occupied rehabilitation and down payment assistance programs. |

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| | | |
|---|---|---|
| 3 | **Agency/Group/Organization** | Volusia County Community Assistance Division |
| | **Agency/Group/Organization Type** | PHA |
| | **What section of the Plan was addressed by Consultation?** | Public Housing Needs |
| | **Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?** | Volusia County Community Assistance Division is the local PHA serving Port Orange and administers Housing Choice Vouchers (Section 8). Input was gathered through document review. Need for more coordination to meet the needs of Section 8 voucher recipients. |
| 4 | **Agency/Group/Organization** | VOLUSIA/FLAGLER COALITION FOR THE HOMELESS SUB-RECIPIENT |
| | **Agency/Group/Organization Type** | Services-homeless |
| | **What section of the Plan was addressed by Consultation?** | Homelessness Strategy |
| | **Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?** | The Volusia/Flagler County Coalition for the Homeless CoHH is a 501(c)3 nonprofit designed to lead a collaboration of agencies that provide emergency, transitional, and permanent housing opportunities and supportive services needed by people experiencing homelessness. |
| 5 | **Agency/Group/Organization** | East Central Florida Regional Planning Council |
| | **Agency/Group/Organization Type** | Regional organization |
| | **What section of the Plan was addressed by Consultation?** | Economic Development |

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| | | |
|---|---|---|
| | **Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?** | East Central Florida Regional Planning makes available to the City, the Economic Development CEDS report. The most recent updated report is 2017-2022. |
| 6 | **Agency/Group/Organization** | Florida Department of Health - Volusia County |
| | **Agency/Group/Organization Type** | Health Agency |
| | **What section of the Plan was addressed by Consultation?** | Lead-based Paint Strategy |
| | **Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?** | The Florida Department of Health, Volusia County Environmental Health, operates the Lead Paint Poisoning Prevention Program for Volusia County. The agency was consulted through phone calls and by e-mail to obtain information on lead poisoning trends in Port Orange/Volusia County. |
| 7 | **Agency/Group/Organization** | MID-FLORIDA HOUSING PARTNERSHIP |
| | **Agency/Group/Organization Type** | Housing<br>Services - Housing |
| | **What section of the Plan was addressed by Consultation?** | Homeless Needs - Chronically homeless |
| | **Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?** | Mid-Florida Housing Partnership operates Palmetto House, a transitional housing facility. Input was gathered through a key person interview. Identification of homeless needs. |
| 8 | **Agency/Group/Organization** | CareerSource |
| | **Agency/Group/Organization Type** | Services-Employment |
| | **What section of the Plan was addressed by Consultation?** | Economic Development<br>Anti-poverty Strategy |

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| | | |
|---|---|---|
| | **Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?** | Input collected through stakeholder interview. CareerSource provides workforce development services to a wide range of individuals, including those transitioning out of homelessness and seeking stable employment. CareerSource provided insight into the needs of its client base, including a need for stronger public transportation options between residential areas and employment centers. |
| 9 | **Agency/Group/Organization** | Pregnancy Crisis Center |
| | **Agency/Group/Organization Type** | Services-Health |
| | **What section of the Plan was addressed by Consultation?** | Housing Need Assessment |
| | **Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?** | Input collected through a stakeholder interview with Pregnancy Crisis Center. The Center provides free pregnancy tests and other referrals and resources to women in need. The Center emphasized the importance of access to affordable housing in the area, particularly for single mothers expecting a child. |
| 10 | **Agency/Group/Organization** | Beach House Youth Prevention Center |
| | **Agency/Group/Organization Type** | Services-Children<br>Services-homeless |
| | **What section of the Plan was addressed by Consultation?** | Homelessness Needs - Unaccompanied youth |
| | **Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?** | Input collected through a stakeholder interview with Beach House Youth Prevention Center. BHYPC works with children at risk for delinquency and children with serious emotional disturbances. BHYPC said that safe, affordable housing for families in unstable situations would be ideal since many of their clients are from unstable home situations. |

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| | | |
|---|---|---|
| 11 | **Agency/Group/Organization** | Council on Aging of Volusia County |
| | **Agency/Group/Organization Type** | Services-Elderly Persons |
| | **What section of the Plan was addressed by Consultation?** | Housing Need Assessment<br>Non-Homeless Special Needs |
| | **Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?** | Solicited input through a stakeholder interview. The Council on Aging of Volusia County helps with the elderly, including Meals on Wheels and other services, with an overall mission of keeping elderly residents in their home of choice. The Council indicated that many of their clients would benefit from rehabilitation funding because their homes are in poor condition, and they have limited income to renovate or replace appliances. |

### Identify any Agency Types not consulted and provide rationale for not consulting

There was no agency types not consulted during this process.

### Other local/regional/state/federal planning efforts considered when preparing the Plan

| Name of Plan | Lead Organization | How do the goals of your Strategic Plan overlap with the goals of each plan? |
|---|---|---|
| Continuum of Care | Volusia/Flagler County Coalition for the Homeless | The goal to provide shelter and other housing facilities along with supportive services for the homeless population aligned with the CoC Homeless Plan |
| 2021 City of Port Orange Citizen Survey Report | City of Port Orange | The report helped to determine priority needs based on residents' responses to survey questions and comments. |
| FY 2020-2025 Capital Improvement Plan | City of Port Orange | The goals of the Strategic Plan were supported by the capital needs identified in the CIP. |



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| Name of Plan | Lead Organization | How do the goals of your Strategic Plan overlap with the goals of each plan? |
|---|---|---|
| Volusia County Consolidated Plan | Volusia County Community Assistance Division | The County's affordable housing goals and Housing Choice Voucher program overlap with the City's housing goals to expand the supply of affordable housing and preserve the existing affordable housing stock. |
| Local Housing Assistance Plan | Florida Housing Finance Corporation | The Strategic Plan is consistent with the Local Housing Assistance Plan which is based on the criteria established by FHFC to serve low- and moderate-income households by providing housing assistance and homeownership opportunities. |
| Analysis of Impediments to Fair Housing Choice | City of Port Orange | This plan was used to address sections of the Consolidated Plan related to barriers to affordable housing with the City of Port Orange. |

**Table 3 – Other local / regional / federal planning efforts**

## Narrative (optional)

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## AP-12 Participation – 91.105, 91.200(c)

### 1. Summary of citizen participation process/Efforts made to broaden citizen participation

**Summarize citizen participation process and how it impacted goal-setting**

CDBG regulations require that the City of Port Orange provide ample opportunity for residents to participate in the development of the Annual Action Plan. The City's Citizen Participation Plan adheres to the HUD requirements at 24 CFR Part 91. The plan includes soliciting participation from all City residents including low-and moderate-income persons, minorities, persons with disabilities, non-English speaking persons, and residents of slum and blighted areas. During the preparation of the PY2025 Annual Action Plan a Notice of Public Hearing appeared in the local newspaper, the Hometown News, on Friday, July 4, 2025, to invite the community to participate in a Public Hearing on Tuesday, July 8, 2025, regarding the Proposed PY2025 Annual Action Plan. The newspaper advertisement encouraged the public to submit written comments on the PY2025 Action Plan during the 30-day public comment period from Friday, July 4, 2025, to Friday, August 8, 2025. The plan was posted on the City's website, and hard copies were also available for review at City Hall and by request. The plan was submitted for final approval to the City Council on August 5, 2025.

**Citizen Participation Outreach**

| Sort Order | Mode of Outreach | Target of Outreach | Summary of response/attendance | Summary of comments received | Summary of comments not accepted and reasons | URL (If applicable) |
|---|---|---|---|---|---|---|
| 1 | Public Hearing | Non-targeted/broad community | There were 5 attendees at the Public Hearing. | There were general inquiries regarding how projects are selected for funding during the Public Hearing. | There were no unaccepted comments during the Public Hearing. | |

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| Sort Order | Mode of Outreach | Target of Outreach | Summary of response/attendance | Summary of comments received | Summary of comments not accepted and reasons | URL (If applicable) |
|---|---|---|---|---|---|---|
| 2 | Newspaper Ad | Non-targeted/broad community | There were no comments during the 30-day comment period. | There were no comments during the 30-day comment period. | There were no comments during the 30-day comment period. | |

**Table 4 – Citizen Participation Outreach**

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# Expected Resources

## AP-15 Expected Resources – 91.220(c)(1,2)

### Introduction

The City of Port Orange is receiving $354,806 in CDBG funds from HUD for PY2025, the fifth year of the Five-Year Consolidated Plan. The City does not expect to receive any program income and prior year funds will not be reallocated at this time.

### Anticipated Resources

| Program | Source of Funds | Uses of Funds | Expected Amount Available Year 1 | | | | Expected Amount Available Remainder of ConPlan $ | Narrative Description |
|---|---|---|---|---|---|---|---|---|
| | | | Annual Allocation: $ | Program Income: $ | Prior Year Resources: $ | Total: $ | | |
| CDBG | public - federal | Acquisition<br>Admin and Planning<br>Economic Development<br>Housing<br>Public Improvements<br>Public Services | 354,806 | 0 | 0 | 354,806 | 0 | Resources based on the PY2025 allocation. |

**Table 5 - Expected Resources – Priority Table**

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**Explain how federal funds will leverage those additional resources (private, state and local funds), including a description of how matching requirements will be satisfied**

The CDBG program does not require a match from non-federal sources. However, CDBG funds will leverage additional sources of funding including general and local funds and possible State funding.

As evidenced by the historical allocations, the needs of the City far outweigh the CDBG allocation and projects where CDBG funding is invested will often be partially funded by other sources to make the project feasible. Traditionally, the source of these additional funds depends on both the nature of the activity and the location.

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**If appropriate, describe publicly owned land or property located within the jurisdiction that may be used to address the needs identified in the plan**

Not currently applicable.

**Discussion**

While the City has not committed any local land or property resources to address the priority needs as of the writing of the Plan, as projects are identified during the planning period, if there are funding deficits, the City may utilize available local funding and State funding to fill the gap, as needed.

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# Annual Goals and Objectives

## AP-20 Annual Goals and Objectives

### Goals Summary Information

| Sort Order | Goal Name | Start Year | End Year | Category | Geographic Area | Needs Addressed | Funding | Goal Outcome Indicator |
|---|---|---|---|---|---|---|---|---|
| **1** | Improve Public Infrastructure and Facilities | 2021 | 2025 | Non-Housing Community Development | LMI Area | Public Improvements and Infrastructure | CDBG: $354,806 | Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit: 1,245 Persons Assisted |
| **2** | Planning and Administration | 2021 | 2025 | Administration | Citywide | Affordable Housing Economic Development Homelessness Public Facilities Public Improvements and Infrastructure Public Services, General | CDBG: $0 | Other: 0 Other |

**Table 6 – Goals Summary**

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## Goal Descriptions

| | | |
|---|---|---|
| 1 | **Goal Name** | Improve Public Infrastructure and Facilities |
| | **Goal Description** | Infrastructure improvements including flood and drainage, road improvements, sidewalk improvements, ADA improvements, and sewer connections. |
| | | |
| | | |

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# Projects

## AP-35 Projects – 91.220(d)

### Introduction

**Amendment Update 4/16/2026**

*With citizen approval the City has amended the original funding of $354,806 set aside for Memorial Park Multi-Use Trail Project to use for the Jackson Street and Oak Street Drainage Improvements.*

The following table contains the projects that the City will fund in PY2025 using CDBG funds. All the CDBG allocation will be expended on the *Jackson Street and Oak Street Drainage Improvements.*

**Projects**

| # | Project Name |
|---|---|
| 1 | Jackson Street and Oak Street Drainage Improvements. |
| | |

**Table 7 - Project Information**

### Describe the reasons for allocation priorities and any obstacles to addressing underserved needs

Priorities were determined based on stakeholders and community input, the needs assessment and market analysis, as well as other reports and studies conducted by the City including the Capital Improvement Plan.

The primary obstacle to meeting the underserved needs in Port Orange is the limited financial resources. The activities that are proposed for funding in PY2025 will have a significant impact on low- and moderate-income persons in the City.

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## AP-38 Project Summary

### Project Summary Information

| | | |
|---|---|---|
| 1 | **Project Name** | Jackson Street and Oak Street Drainage Improvements |
| | **Target Area** | LMI Area |
| | **Goals Supported** | Improve Public Infrastructure and Facilities |
| | **Needs Addressed** | Public Improvements and Infrastructure |
| | **Funding** | CDBG: $354,806 |
| | **Description** | The City of Port Orange will pipe the existing open drainage ditches on the west side of Jackson Street (between Dunlawton Ave. and Canal View Blvd) and the south side of Oak Street (between Jackson St. and Dunlawton Ave). In addition, they will also mill and resurface the roads on Jackson and Oaks Streets along the limits of the ditch piping and construct a five-foot-wide sidewalk on the west side of Jackson Street where none existed previously for pedestrian safety. |
| | **Target Date** | 9/30/2026 |
| | **Estimate the number and type of families that will benefit from the proposed activities** | It is estimated that all 1,245 residents in LMI Census Tract 825.03 Block group 2 will benefit from this multi-use trail improvement project. |
| | **Location Description** | The location will be on the west side of Jackson Street (between Dunlawton Ave. and Canal View Blvd) and the south side of Oak Street (between Jackson St. and Dunlawton Ave). |
| | **Planned Activities** | Pipe the existing open drainage ditches, mill and resurface roads along the limits of the ditch piping and construct a five-foot-wide sidewalk. |
| 2 | **Project Name** | PY2025 Planning & Administration |
| | **Target Area** | LMI Area |
| | **Goals Supported** | Planning and Administration |
| | **Needs Addressed** | Public Improvements and Infrastructure |
| | **Funding** | $0 |

| | | |
|---|---|---|
| | **Description** | |
| | **Target Date** | 9/30/2026 |
| | **Estimate the number and type of families that will benefit from the proposed activities** | N/A |
| | **Location Description** | N/A |
| | **Planned Activities** | Administration of PY2025 CDBG program and oversight of grant activities. |

## AP-50 Geographic Distribution – 91.220(f)

### Description of the geographic areas of the entitlement (including areas of low-income and minority concentration) where assistance will be directed

### Geographic Distribution

| Target Area | Percentage of Funds |
|---|---|
| Citywide | |
| LMI Area | 100% |

**Table 8 - Geographic Distribution**

### Rationale for the priorities for allocating investments geographically

Since the primary objective of the CDBG program is to benefit low- and moderate-income persons, the City of Port Orange will utilize CDBG funds for projects and activities that will provide assistance to this target population and benefit the City as a whole by improving the living environment for the residents.

### Discussion

For PY2025, the city will carry out the Jackson Street and Oak Street Drainage Improvements project in Census tract 825.03/ block group 2. This activity will benefit all the residents in this block group.

# Affordable Housing

## AP-55 Affordable Housing – 91.220(g)

### Introduction

Throughout this Five-Year Consolidated Plan period the City of Port Orange did not plan on funding any affordable housing activities using CDBG funds. Due to the limited CDBG resources, the funds have been used for public infrastructure projects that will have a greater impact on the residents of the City. Affordable housing goals will continue to be addressed by the Volusia County Community Assistance Division through their allocation of SHIP funds and any other funding sources that become available that can be used countywide including municipalities within the County.

| One Year Goals for the Number of Households to be Supported | |
|---|---|
| Homeless | 0 |
| Non-Homeless | 0 |
| Special-Needs | 0 |
| Total | 0 |

**Table 9 - One Year Goals for Affordable Housing by Support Requirement**

| One Year Goals for the Number of Households Supported Through | |
|---|---|
| Rental Assistance | 0 |
| The Production of New Units | 0 |
| Rehab of Existing Units | 0 |
| Acquisition of Existing Units | 0 |
| Total | 0 |

**Table 10 - One Year Goals for Affordable Housing by Support Type**

### Discussion

The City may utilize general funds to continue to address the housing and supportive services needs of the homeless population in Port Orange. During PY2024-2025, the City provided approximately $35,000 in general revenue funds to the First Step Shelter to assist with emergency shelter operations.

## AP-60 Public Housing – 91.220(h)

### Introduction

Public housing was established to provide decent and safe rental housing for eligible low-and moderate-income families, the elderly, and persons with disabilities. Public housing includes federally subsidized affordable housing that is owned and operated by the public housing authorities. The Volusia County Community Assistance Division is the county's Public Housing Agency and covers Port Orange. This organization works closely with state and federal agencies in administering various housing public assistance programs.

### Actions planned during the next year to address the needs to public housing

There is currently no public housing units managed in the City of Port Orange. The public housing needs in Port Orange are served by the County of Volusia Department of Community Services (VDCS). As the county's Public Housing Agency (PHA), the Community Assistance Division administers approximately 322 housing choice vouchers. As Volusia County Public Housing Agency (PHA), the Community Assistance Division manages the Housing Choice Voucher Program (Section 8) the federal government major program which assists very low-income families including the elderly, and the disabled to afford decent, safe, and sanitary housing in the private market. Since housing assistance is provided on behalf of the family or individual, participants can find their own suitable housing, including single-family homes, townhouses, and apartments.

### Actions to encourage public housing residents to become more involved in management and participate in homeownership

The County of Volusia Department of Community Services will continue to provide opportunities using public meetings to inform citizens of engagement opportunities and review issues presented by the County's Human Services Advisory Board. VDCS administers the Family Self Sufficiency (FSS) Program which helps residents of Public Housing attain success in their financial future. Participants sign a contract to be a part of the (FSS) Program for five (5) years, and they are compensated monetarily at the end of the program. Monies received at the end of the program can be used in a variety of ways, such as a down payment of a home. The (FSS) Program also provides information and resources to the residents on how to repair their credit and is also a link to agencies that can provide financial guidance by putting them in touch with realtors and banks that can assist the resident in attaining homeownership if that is their goal.

### If the PHA is designated as troubled, describe the manner in which financial assistance will be provided or other assistance

The PHA is not listed as "troubled" by HUD. VDCS will continue to provide services that improve the lives

of its public housing residents.

**Discussion**

See above.

## AP-65 Homeless and Other Special Needs Activities – 91.220(i)

### Introduction

The City of Port Orange partners with Volusia/Flagler County Coalition for the Homeless for our Continuum of Care. Their mission is to prevent and end homelessness in Volusia and Flagler Counties and assist homeless and at risk of homeless individuals and families move towards self-sufficiency.

### Describe the jurisdictions one-year goals and actions for reducing and ending homelessness including

### Reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs

The City of Port Orange partners with Volusia/Flagler County Coalition for the Homeless for our Continuum of Care. Here are their current goals:

1. Goal: To develop located crisis response shelters/day programs for East and West Volusia.
2. Goal: Address the needs of those individuals' experiencing homelessness who were encamped at the Volusia County Service Center
3. Goal: Reorganize the Continuum of Care committee as the Volusia/Flagler Commission on Homelessness (COH)
4. Goal: County and City governments remain committed to providing capital outlay and operational funding for crisis response shelters/day programs in East and West Volusia.

### Addressing the emergency shelter and transitional housing needs of homeless persons

The City of Port Orange annually budgets funds in the amount of $35,000 for the First Step Shelter to assist with emergency shelter operations.

### Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, facilitating access for homeless individuals and families to affordable housing units, and preventing individuals and families who were recently homeless from becoming homeless again

The City of Port Orange partners with the Volusia/Flagler County Coalition for the Homeless (VFCCH) which is an administrative agency designed to procure, distribute, and monitor grants and other funding, and to provide oversight to agencies in the community who provide direct services to the homeless and those at risk of homelessness. VFCCH serves as the Lead Agency, Lead Agency for Homeless Management Information System (HMIS), and Collaborative Applicant for the Commission on

Homelessness for Volusia & Flagler Counties (FL-504 Continuum of Care). It provides assistance and guidance in planning, coordinating, and applying for federal, state, and local funds, facilitates various bureaucratic activities of the CoC, and monitors the implementation, activities, and outcomes of direct service-providing agencies according to various rules and regulations set forth by HUD (Department of Housing and Urban Development), state and local rules/regulations, rules defined within the grants themselves, and various public policies regarding homelessness. VFCCH also conducts community research and is the primary agency responsible for coordinating and executing HUD's annual Point-in-Time Count.

**Helping low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families and those who are: being discharged from publicly funded institutions and systems of care (such as health care facilities, mental health facilities, foster care and other youth facilities, and corrections programs and institutions); or, receiving assistance from public or private agencies that address housing, health, social services, employment, education, or youth needs.**

The City of Port Orange partners with Volusia Flagler County Coalition for the Homeless for our Continuum of Care. There are over 600,000 people that call Volusia and Flagler Counties home. On any given day there are approximately 700 people experiencing homelessness in the two-county area. Homelessness doesn't target one population or another. The Volusia Flagler County Coalition for the Homeless has programs in place to address low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families.

**Discussion**

see above.

## AP-75 Barriers to affordable housing – 91.220(j)

### Introduction:

See discussion below.

### Actions it planned to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the return on residential investment

The median household income as of 2023 was $67,240. In 2020, it was $56,242. Median contract rent in 2023 was $1,220 and in 2020, it was $929. High home values and rents have resulted in much of the housing stock being out of the affordable range for large portions of the population and high percentages of cost burdened households when housing is able to be obtained. To combat market trends that prevent access to affordable housing, the City of Port Orange continues to strive to create an environment where existing affordable housing stock is supported and has provided guidance through several City policies to foster the development of additional affordable housing stock in the community.

### Discussion:

Overall, Port Orange's Comprehensive Plan Housing Element contains several good-faith measures to promote affordable and multi-family housing. However, with a growing population and the lack of existing affordable housing options, Port Orange may wish to expand zoning tools for promoting affordable housing. If homeowners in residential districts could rent secondary living quarters or ADUs to unrelated tenants, the supply of affordable housing in desirable neighborhoods could be significantly expanded, depending on the level of interest among homeowners in becoming landlords. The strongest regulatory tool to promote affordable housing development, at least in new multi-family developments not yet developed—would be to require inclusionary housing measures and density bonus measures for the development of affordable housing units.

## AP-85 Other Actions – 91.220(k)

### Introduction:

This section of the Action Plan outlines the planned actions of the City and its partner agencies to meeting underserved needs, fostering, and maintaining affordable housing, reducing lead-based paint hazards, reducing the number of poverty-level families, and developing institutional structure.

### Actions planned to address obstacles to meeting underserved needs

The primary obstacle to meeting all the identified needs is the lack of financial resources available to public and private agencies who serve the needs of the City's low-and moderate-income residents. For PY2025, the City has allocated $354,806 in CDBG funding to assist residents in low-income neighborhoods by addressing the public infrastructure needs of these communities. The City will continue to foster existing partnerships and collaborate with new partners to bring needed resources to meet the needs of Port Orange residents.

### Actions planned to foster and maintain affordable housing

The affordable housing needs of Port Orange residents will continue to be addressed by the Volusia County Community Assistance Division.

### Actions planned to reduce lead-based paint hazards

Lead-based paint hazards continue to be managed by Volusia County where regulatorily required. The Florida Department of Health will also reduce lead-based paint hazards through its Lead Poisoning Prevention program.

### Actions planned to reduce the number of poverty-level families

According to the 2023 ACS, the poverty-rate in Port Orange was 12.5% as compared to 11.8% poverty-rate in Volusia County. For citizens living in Port Orange, educational attainment is the leading disparity influencing wage earnings and access to employment opportunities. Understanding the value of having a trained workforce, the City of Port Orange participates with the East Central Florida Regional Planning Council and with Volusia County on economic development and workforce training initiatives. The jurisdiction has a general goal of encouraging education/workforce training and providing services to mitigate some of the effects of living in poverty.

### Actions planned to develop institutional structure

The Grants Administration staff currently coordinates with City departments and Volusia County to meet the goals and objectives of the Consolidated Plan. During FY2025-2026, the City will continue to foster

existing relationships and collaborate with new partners to meet the needs of residents. The partnership with the CoHH and its member organizations will be further developed to address the needs of the homeless population.

### Actions planned to enhance coordination between public and private housing and social service agencies.

The City will continue to consult with the City of Daytona Beach, the City of Ormond Beach, and Volusia County to ensure that the needs of homeless persons in the City are met.

### Discussion:

See above.

# Program Specific Requirements

## AP-90 Program Specific Requirements – 91.220(l)(1,2,4)

### Introduction:

The City of Port Orange anticipates spending 100% of 2025 CDBG funds on activity(s) that benefit low to moderate income persons.

**Community Development Block Grant Program (CDBG)**
**Reference 24 CFR 91.220(l)(1)**

Projects planned with all CDBG funds expected to be available during the year are identified in the Projects Table. The following identifies program income that is available for use that is included in projects to be carried out.

| | |
|---|---|
| 1. The total amount of program income that will have been received before the start of the next program year and that has not yet been reprogrammed | 0 |
| 2. The amount of proceeds from section 108 loan guarantees that it will be used during the year to address the priority needs and specific objectives identified in the grantee's strategic plan. | 0 |
| 3. The amount of surplus funds from urban renewal settlements | 0 |
| 4. The amount of any grant funds returned to the line of credit for which the planned use has not been included in a prior statement or plan | 0 |
| 5. The amount of income from float-funded activities | 0 |
| **Total Program Income:** | **0** |

**Other CDBG Requirements**

| | |
|---|---|
| 1. The amount of urgently need activities | 0 |
| 2. The estimated percentage of CDBG funds that will be used for activities that benefit persons of low and moderate income.<br><br>Overall Benefit - A consecutive period of one, two or three years may be used to determine that a minimum overall benefit of 70% of CDBG funds is used to benefit persons of low and moderate income. Specify the years covered that include this Annual Action Plan. | 100.00% |

### Discussion:

See above

# CITY COUNCIL AGENDA ITEM

**COUNCIL MEETING DATE 6/2/2026**

**SUBJECT:** (B13) Police Department K9 Mila Transfer to Officer J. Alevisatos

**DEPARTMENT:** Police Services

**GOAL:** 1 - Public Safety

**RECOMMENDED MOTION:** Move to approve the transfer of ownership of K-9 Mila to her handler, Officer Jarrad Alevisatos.

**SUMMARY:** K-9 Mila has served as a Police Dog with the Port Orange Police Department for three and a half years. Due to her performance issues and multiple handlers, K-9 Mila will be retired from service. Ownership of K-9 Mila will be transferred to her handler, Officer Jarrad Alevisatos, pursuant to the agreement drafted by the City Attorney's Office.

PRESENTER: Manuel Marino

**ATTACHMENTS:**

| | | |
|---|---|---|
| 1. | K9 Transfer Agreement - Mila Final | K9 Transfer Agreement - Mila Final.pdf |

| | |
|---|---|
| William Proctor | Created/Initiated - 05/12/2026 |
| Manuel Marino | Approved - 05/12/2026 |
| Sue Wang | Approved - 05/12/2026 |
| Matthew Jones | Approved - 05/18/2026 |
| Wayne Clark | Final Approval - 05/26/2026 |

# CANINE TRANSFER AGREEMENT

This Agreement is made and entered into by and between the City of Port Orange, a Florida municipal corporation with the following mailing address: 1000 City Center Circle, Port Orange, Florida 32129, (hereinafter referred to as "City"), and Jarrad Alevisatos, whose address is 4545 Clyde Morris Blvd., Port Orange, FL 32129, (hereinafter referred to as the "Transferee"), collectively referred to as the "Parties" hereto; and they do hereby stipulate and agree as follows:

## WITNESSETH

WHEREAS, the City owns and has in its possession a three (3) year old female, black and tan in color, Belgian Malinois ("K9 Mila") which is no longer needed by the Port Orange Police Department due to performance and medical reasons, but which in the past has been used by the canine unit of the Police Department; and

WHEREAS, Transferee was the designated handler of K9 Mila for over three (3) years, and during that timeframe partook in a substantial amount of training with K9 Mila; and

WHEREAS, Transferee fully understands that Belgian Malinois, in general, can be very dangerous and can cause risks and dangers of serious bodily injury, including permanent disability, paralysis and even death; and

WHEREAS, Transferee is willing to assume said risks and dangers in order to take possession of K9 Mila and provide for its care.

NOW THEREFORE, in consideration of the mutual covenants, conditions and terms set forth herein, the City and the Transferee hereby agree as follows:

1. The City agrees to do the following:

    a. On or before June 2, 2026, to transfer possession and ownership and to relinquish all claims of right, title, ownership and possession to the aforesaid K9 Mila to the Transferee; and

    b. Complete all documentation necessary to effectuate the aforesaid transfer of possession and ownership.

2. The Transferee agrees to do the following:

    a. Accept transfer of possession and ownership of the aforesaid K9 Mila from the City and assume all rights, liabilities and responsibilities of ownership including but not limited to the costs associated with the medical care, food and shelter for K9 Mila; and

    b. Hold Harmless Agreement. Upon transfer of possession of the aforesaid K9 Mila to the Transferee, the Transferee assumes the entire responsibility for said K9 Mila and as such the Transferee hereby releases the City and all its employees and representatives thereof from all liability arising from the transfer of said K9 Mila to the Transferee, including negligence on the part of the Transferee or the City. Transferee further expressly agrees to indemnify the City and all its employees and representatives, and agrees to hold them and shall hold all of them harmless from any

and all claims and actions for personal injury, death or property damage and from any other losses, and all damages (including but not limited to: compensatory, consequential, and incidental), charges or expenses, including reasonable attorney's fees, which arise out of or which are alleged to have arisen out of, in connection with or by reason of, the transfer of possession and/or ownership of the aforesaid K9 Mila.

3. Secondary Transfer of Animal Prohibited. Transferee shall not transfer K9 Mila to any individual or entity without first obtaining the express written consent of the Chief of Police in and for the City of Port Orange.

4. Mutual Intent. It is agreed between the City and Transferee that the provisions in this Agreement represent the true intent of the Parties and that sufficient consideration exists for each to be bound thereby.

5. Enforcement. In the event any party incurs legal expenses or costs to enforce the terms of this Agreement, the prevailing party shall be entitled to recover the costs such action so incurred, including but not limited to all reasonable attorney's fees. The City does not waive any protections, available defenses or limitations of actions, to which the City may be entitled in accordance with section 768.28, Florida Statutes and Florida law.

6. Amendments to Agreement. It is further agreed that no modification, amendment, or alternation in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

7. Assignability. Unless otherwise permitted herein, neither party shall assign this Agreement.

8. Severability. In the event any provision of this Agreement is held to be unenforceable for any reason, the unenforceability thereof shall not affect the remainder of the Agreement which shall remain in full force and effect and enforceable in accordance with its terms.

9. No Warranties. The Parties recognize and agree that the City makes no warranties, expressed or implied, as to the fitness and reliability of said K9 Mila and specifically disclaims any warranty of merchantability, fitness and suitability for a particular use or purpose, or the fitness or suitability of the aforesaid K9 Mila for any specific application, performance, result or use. The Transferee agrees that he is accepting transfer of possession and ownership of said K9 Mila in "as is" condition. Furthermore, the Parties agree that the City expressly denies any further responsibility for the maintenance and/or behavior of said animal but that henceforth Transferee shall be fully and solely responsible for the maintenance and behavior of said animal.

10. Entire Agreement. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein and the Parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements whether oral or written.

11. Governing Law, Jurisdiction, Venue. This Agreement and all of the rights and obligations of the Parties hereto shall be governed both procedurally and substantively by and construed according to the Laws of Florida. The Parties further agree that jurisdiction regarding the rights and obligations of all Parties under this Agreement and all litigation resulting there from, whether by arbitration or otherwise, shall be vested in the Seventh Judicial Circuit, in and for Volusia County, Florida.

IN WITNESS WHEREOF, the Parties have set their hands and seals hereto on the dates indicated below:

City of Port Orange, Florida,
a municipal corporation.
On this _____day of _____, 2026

BY: _____
Scott Stiltner, Mayor

ATTEST: _____
Robin L. Fenwick, MMC, City Clerk

Transferee: Jarrad Alevisatos
On this _____ day of _____, 2026

BY: _____
Jarrad Alevisatos

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me, in person, this ___ day of _____, 2026, by Jarrad Alevisatos, the Transferee, who is personally known to me or has produced a Florida Driver's License as identification and ___ did ___ did not take an oath.

_____
Notary Public, My Commission Expires:

# CITY COUNCIL AGENDA ITEM

**COUNCIL MEETING DATE 6/2/2026**

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**SUBJECT:** (H20) Appeal of Planning Commission Denial of a Variance for 5968 Shady Creek Lane

**DEPARTMENT:** Community Development

**GOAL:** 3 - Quality of Life

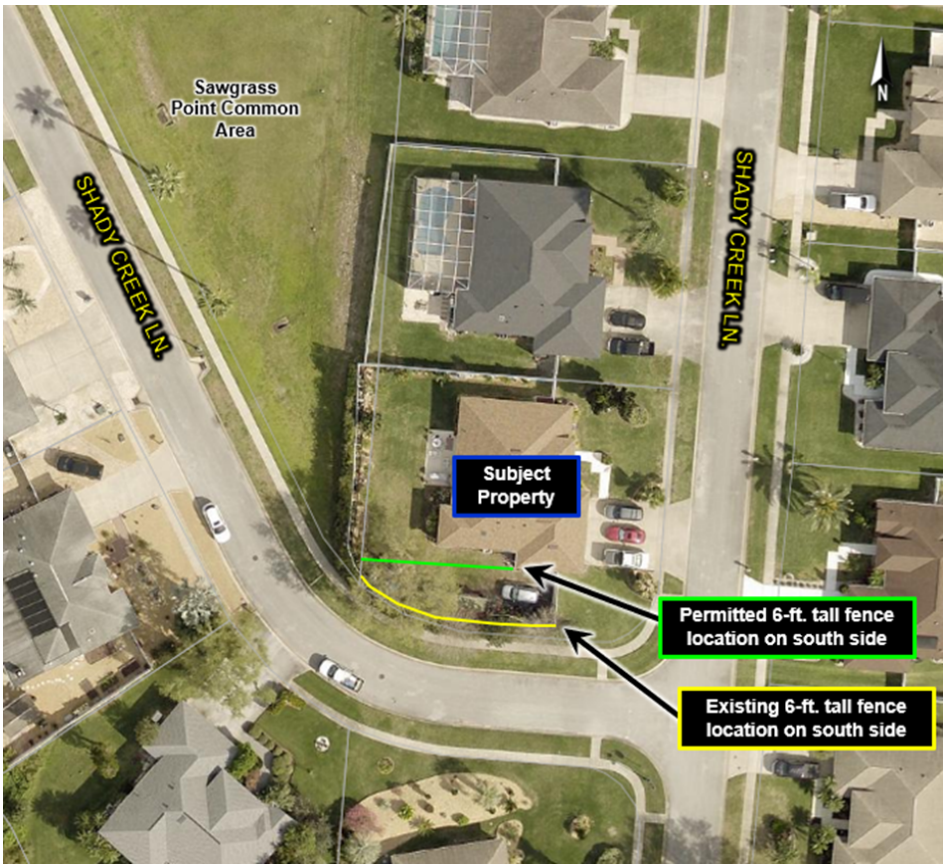
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**RECOMMENDED MOTION:** Move to uphold the Planning Commission's decision to deny the variance request.

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**SUMMARY:** At the April 2026 Planning Commission meeting, the Planning Commission denied (4-1) the applicant's request to allow a 6-foot-tall fence, installed approximately 10 years ago without a building permit, to remain in a secondary front yard on a corner lot in lieu of being relocated to comply with the requirement that it be aligned with the front plane of the house. The subject property is located at 5968 Shady Creek Lane, at the northwest corner where two segments of Shady Creek Lane intersect.

According to the Land Development Code (LDC), the subject property is classified as a corner lot because it is adjacent to two public rights-of-way (the intersection of two segments of Shady Creek Lane) and therefore has both a primary and secondary front yard. The LDC requires that a 6-foot-tall fence located in a secondary front yard be either aligned with the front plane of the home (approximately 10 to 27 feet from the secondary front property line) or set back to the zoning district front yard setback (30 feet), whichever is less.



A photo that shows the existing 6' fence location and the permitted 6' fence location in the secondary front yard of 5968 Shady Creek Lane

In accordance with Chapter 19, Section 1(f) of the Land Development Code (LDC), the **Council's decision to uphold or reverse the Planning Commission's determination must be based on the facts presented at the Planning Commission meeting, the established review criteria for variance requests, and the Planning Commission's decision on the requested variance. No new evidence may be presented, heard, or discussed during the appeal**. Any new information would have to be submitted as part of a new variance request.

Attached are the variance appeal letter submitted by the applicant, the DRAFT minutes from the April 2026 Planning Commission meeting, and the April 2026 Planning Commission staff report for the variance.

PRESENTER: Tim Burman

**ATTACHMENTS:**

| | | |
|---|---|---|
| 1. | Final STAFF REPORT - VARC-26-0002 5968 Shady Creek Lane (1) | Final STAFF REPORT - VARC-26-0002 5968 Shady Creek Lane (1).pdf |
| 2. | 4-23-2026 PC Draft Minutes | 4-23-2026 PC Draft Minutes.pdf |
| 3. | VARC26-0002 APPEAL FINAL VER | VARC26-0002 APPEAL FINAL VER.pdf |

Tim Burman Created/Initiated - 05/15/2026

| | |
|---|---|
| Tim Burman | Approved - 05/18/2026 |
| Matthew Jones | Approved - 05/22/2026 |
| Wayne Clark | Final Approval - 05/28/2026 |

# STAFF REPORT

## CASE NO. VARC-26-0002

**Variance from LDC, Chapter 16, Section 3(b)(2)(f) and Section 3(b)(3)(a)**

| | |
|---|---|
| **REQUEST:** | Variance from Chapter 16, Section 3(b)(2)(f) and Section 3(b)(3)(a) of the Land Development Code (LDC), to allow a 6-foot-tall fence to be located less than 5 feet from the right-of-way in lieu of being placed in line with the front plane of the house. |
| **LOCATION:** | 5968 Shady Creek Lane (Figure 1 – Location Map) |
| **OWNERS:** | Victor Francis and Samia Fezy |
| **APPLICANT:** | Peter Francis |
| **STAFF RECOMMENDATION:** | Denial |
| **STAFF CONTACT:** | Tim Burman, Community Development Director, (386) 506-5675 |
| **PLANNING COMMISSION:** | April 23, 2026 |

## INTRODUCTION

The subject property is located at 5968 Shady Creek Lane, at the northwest corner where two segments of Shady Creek Lane intersect (Figure 1). The applicant is requesting a variance to allow an existing 6-foot-tall fence to remain in a secondary front yard setback less than 5-feet from the Shady Creek Lane right-of-way line in lieu of being placed in line with the front plane of the house as permitted. According to the applicant, the 6-foot-tall fence was installed about 10 years ago to provide privacy and safety for the well-being of a family member with a medical condition that lives at this address with the property owners.

**Figure 1. Location Map**



**DISCUSSION**

According to the Land Development Code (LDC), the subject property is a corner lot because it is adjacent to two public rights-of-way (intersection of two sections of Shady Creek Lane) and therefore has two front yards, a primary front yard and secondary front yard. The purpose of the citywide requirement regulating 6-foot-tall fences within the primary and secondary front yards of residential corner lots is to protect public safety and maintain neighborhood character by controlling the placement and height of fences adjacent to public rights-of-way.

For safety, the setback ensures that 6-foot-tall fences do not encroach into required sight triangles at street intersections and driveways. These sight triangles are needed for maintaining adequate visibility for motorists, pedestrians, and cyclists, particularly at corner lots where two street frontages intersect, and visibility conflicts are more likely to occur. By limiting fence height and requiring appropriate setbacks in these areas, the regulation reduces potential hazards associated with obstructed views of oncoming traffic and pedestrian activity.

In this case, the existing 6-foot-tall fence is located outside of the required 25-foot visual clearance triangle for the intersection of two public roadways. The 25-foot sight triangle is established by measuring 25 feet along each of the intersecting rights-of-way and connecting those points to define the area that must remain clear for visibility. Based on this configuration, the fence does not encroach into the sight triangle and is not anticipated to impact visual clearance for vehicles or pedestrians along Shady Creek Lane.

In addition to safety considerations, the requirement supports community design objectives by preserving visual openness within residential neighborhoods. Limiting the height and placement of fences in these areas helps ensure that views from neighboring homes and from the public right-of-way are not unnecessarily blocked. This maintains a more open and visually connected streetscape, where front yards, landscaping, and home façades remain visible and contribute to the overall aesthetic quality of the neighborhood.

Together, these provisions balance safety and livability by ensuring that fencing within visible front yard areas does not block intersection visibility while also preventing front-facing residential areas from being enclosed in a way that reduces openness and visibility along the street.

For the subject property, the east property line along Shady Creek Lane is the primary front yard and the south property line along Shady Creek Lane is the secondary front yard (Figure 1). Both streets are local public roads. According to the LDC, a 6-foot-tall fence in a secondary front yard must be set back either in line with the front plane of the home (approximately 10 - 27 feet from the secondary front lot line) or to the zoning district front yard setback (30 feet), whichever is less (Figure 2). Therefore, the LDC allows a 6-foot-tall fence to be installed up to the front plane of the house.

In this case, while the lot includes a secondary front yard, it does not directly abut any single-family residential lots where a 6-foot-tall fence would obstruct views from adjacent homes. In addition, the proposed fence location is outside of the required sight triangle

areas, and therefore does not interfere with intersection visibility or roadway safety (Figure 2).

Therefore, there are two options for a fence on the subject property that would meet the LDC requirements: 1) A 4-foot-tall fence installed up to 5-feet from the right-of-way for the a primary front yard and secondary front yard; or 2) a 6-foot-tall fence installed in line with the front plane of the house for the a primary front yard (30 feet) and the secondary front yard (10 - 27 feet).

**Figure 2. Existing Fence Location Compared to Permitted Fence Location**




It should be noted that a 6-foot-tall fence currently exists along the rear property line and extends into the secondary front yard; however, that rear fence is not part of the current variance request. It is located within the HOA common area and is outside the subject property boundary. The variance request applies only to the portion of fence located within the south secondary front yard along the Shady Creek Lane right-of-way on the subject property. The existing 6-foot-tall fence on HOA property is being addressed separately and is not included in this request.

## BACKGROUND

The subject property contains a single-family home built in 2000. The applicant states that approximately 10 years ago, a 6-foot-tall fence was installed roughly 5 feet from the south property line along the Shady Creek Lane right-of-way. According to City records, no permit was issued for this portion of the fence. In the applicant's variance request letter, he notes that the fence was installed around 2016 and has remained in place for nearly 10 years with no known complaints to Code Enforcement, the City, or the homeowners' association, aside from a single complaint received by Code Enforcement in 2024, and with no identified adverse impacts to surrounding properties.

As indicated in the applicant's variance request letter, the primary reason for installing the 6-foot-tall fence is to address the safety and well-being of a family member with a medical condition who resides at the property. According to the applicant, the fence serves as a necessary protective measure, allowing this individual to be outdoors within a secure, enclosed yard.

The applicant has stated that a 4-foot-tall fence would not provide adequate security for their family member with a medical condition, as it could be easily climbed or crossed, whereas a 6-foot-tall fence provides an appropriate level of protection while still allowing safe outdoor access. The applicant also notes that similar fence heights are commonly used in residential and care settings for individuals with comparable needs. Based on these concerns, the applicant is requesting a variance to allow the existing 6-foot-tall fence along Shady Creek Lane to remain.

Based on discussions with the applicant, he acknowledges that a permit should have been obtained prior to the installation of the fence. However, the applicant has indicated that if a permit had been requested and subsequently denied in 2016 due to the fence height, he would have pursued a variance to seek approval for the 6-foot-tall fence based on the same safety considerations described above.

## REVIEW OF VARIANCE CRITERIA

Chapter 19, Section 1 of the Land Development Code (LDC), outlines the criteria to be used in determining whether the requested variance should be granted. The following summarizes these criteria, along with relevant staff information and the applicant's justification for the variance:

*a) Special conditions and circumstances exist which are peculiar to the land, structure or building involved, and which are not applicable to other lands, structure or buildings in the same zoning district.*

This criterion typically refers to conditions or circumstances such as steep slope, presence of historic trees, odd lot shape, etc. that might make installing a 6-foot-tall fence in line with the front plane of the home impractical. There are no special conditions or circumstances which are peculiar and would otherwise prevent installation of either a 6-foot-tall fence in line with the front plane of the home or a 4-foot-tall fence a minimum of 5 feet from the right-of-way along Shady Creek Lane in accordance with the Land Development Code (LDC).

The subject property is a corner lot that has two front yards according to the LDC, which is not a unique condition or circumstance. The subject property is developed with a single-family home. The lot size of the subject property (11,325 SF) exceeds the lot size requirement (9,600 SF) for a corner lot in the Sawgrass Point Planned Unit Development (PUD) zoning district.

According to the applicant, although the property is classified as a corner lot, it differs from a typical residential corner lot because the secondary front yard does not abut another single-family residence, but instead borders a HOA-owned common area. As a result, the applicant asserts that the 6-foot-tall fence does not negatively impact the visibility, aesthetics, or enjoyment of neighboring residential properties. The applicant further notes that the fence provides additional privacy for the subject property from pedestrians and vehicles traveling east on Shady Creek Lane.

The applicant also states that existing mature hedges and landscaping located outside the fence line exceed 6 feet in height and already provide substantial visual screening of the fence (see pictures below). Because landscaping is not regulated under the Land Development Code in the same manner as fence height (provided it does not obstruct sidewalks or roadway visibility), similar screening would remain in place even if the fence were reduced to 4 feet in height.

In addition, the applicant states that the fence does not obstruct visibility near intersections and that there are no known traffic incidents, police reports, or safety concerns associated with its placement. Landscaping along the south side of the property also screens much of the fence from adjacent homes, further reducing its visual impact.

Staff have confirmed with the Police Department that there have been no reported accidents or safety incidents at the intersection of Shady Creek Lane and Shady Creek associated with the fence.



*Picture of subject property/fence looking east*



*Picture of subject property/fence looking west*



*Picture of subject property/fence looking west from intersection of Shady Creek Lane and Shady Creek Lane*

b) *The special conditions and circumstances are not the result of the applicant's actions.*

There are no special conditions or circumstances.

According to the applicant there are special conditions or circumstances, specifically, that the layout of the roadway, lots, and common areas predate the applicant's ownership of the property; the subdivision was developed in 1997, and the home was constructed in 2000, while the current property owner has only owned the home since 2007. The applicant believes these pre-existing conditions create unique circumstances that justify the requested variance and are not attributable to any action of the current owner.

c) *Literal interpretation and enforcement of the development code regulations would deprive the applicant of rights commonly enjoyed by other properties in the same zoning district under the terms of the development code and would work unnecessary and undue hardship on the applicant.*

When a new fence is installed, it is required to comply with the current requirements of the Land Development Code. These standards are intended to protect public safety and maintain neighborhood character by regulating the placement and height of fences located within primary and secondary front yard areas adjacent to public rights-of-way. From a safety standpoint, the requirements ensure that fences do not encroach into required sight triangles at street intersections and driveways, where clear visibility is necessary for motorists, pedestrians, and cyclists, particularly in corner lot conditions where two street frontages intersect.

In addition, the regulations support neighborhood design objectives by limiting visual obstructions within front yard areas that contribute to the public-facing character of residential subdivisions. These provisions help ensure that front yards, home façades, and streetscapes remain open and visible, rather than enclosed by tall fencing along the roadway.

For corner lots, these standards apply to both primary and secondary front yard areas regardless of adjacent conditions. However, the Land Development Code still provides flexibility in fence placement and height, allowing a 4-foot-tall fence to be installed within the front yard setback closer to the right-of-way, or a 6-foot-tall fence to be installed in alignment with the front plane of the home, provided applicable setback requirements are met.

In this case, the subject property's configuration, with its secondary front yard adjacent to a HOA-owned common area rather than a residential lot, presents a condition that differs from the typical corner lot scenario the standards are primarily intended to address. Based on the current layout, the 6-foot-tall fence does not appear to create the types of impacts the code is designed to prevent, as it does not obstruct required sight triangles, does not interfere with intersection visibility, and does not negatively affect visibility or access related to adjacent residential properties or public safety considerations.

According to the applicant, the variance is requested to allow the existing 6-foot-tall fence to remain in its current location along the Shady Creek Lane right-of-way. The applicant notes that this condition differs from a typical corner lot scenario because the secondary front yard does not abut another residential property but instead fronts a HOA-owned common area. As a result, the applicant asserts that the fence does not impact adjacent residential properties, does not interfere with intersection visibility or sight triangles, and is screened in part by existing landscaping.

The applicant further states that the fence provides enhanced privacy from vehicles and pedestrians traveling along Shady Creek Lane, as well as an added level of safety and security for a family member with a medical condition residing at the property.

d) *The variance, if granted, is the minimum variance necessary to make possible reasonable use of the land, building or structure.*

Although not the applicant's preference, the property owners could install a fence that complies with the setback requirements of the LDC. Doing so would require removing the existing fence and either replacing it with a 4-foot-tall fence or installing a 6-foot-tall fence in line with the front plane of the house from the Shady Creek Lane right-of-way.

According to the applicant, keeping the existing 6-foot-tall fence in its current location is necessary to allow reasonable use of the property by providing safety

and security for a family member with a medical condition who lives at the home. The applicant states that the fence, as it is currently placed, does not affect neighboring residential properties or block sight lines for drivers or pedestrians in the subdivision.

Staff have confirmed with the Police Department that there have been no reported accidents or safety incidents at the intersection of Shady Creek Lane and Shady Creek related to the fence. In addition, there are existing mature hedges and landscaping outside the fence line that are over 6 feet tall and already block much of the view of the fence. Since landscaping is not regulated in the same way as fence height under the Land Development Code (as long as it does not block sidewalks or roadway visibility), similar landscape would remain even if the fence were reduced to 4 feet.

Based on these conditions, the applicant believes keeping the fence in its current location is the smallest change needed to allow reasonable use of the property while meeting the stated safety and security needs.

e) *Granting of the variance request will not confer on the applicant any special privilege that is denied by the development code to other lands, buildings, or structures in the same zoning district.*

According to the applicant, the subject property is not a typical corner lot. The secondary front yard does not abut or directly adjoin any single-family residential lot but instead borders a HOA-owned common area. As a result, the 6-foot-tall fence does not affect the view, privacy, or enjoyment of any neighboring residential property.

The applicant further notes that this condition differs from most corner lots in residential subdivisions, which typically directly abut other single-family homes along one or more front yard exposures. In this case, there are no adjacent residential lots along the secondary frontage that would experience view obstruction or other impacts from the fence.

In addition, the fence is not located in a position that impacts visibility clearance at the intersection or within required sight triangles, and it does not interfere with the safe movement of vehicles or pedestrians. Based on these conditions, the applicant states that the fence in this location does not create the typical impacts associated with corner lots where fences may directly face or border other homes or obstruct intersection visibility. Accordingly, allowing the 6-foot-tall fence to remain would not provide a special advantage compared to similarly situated properties, since it does not reduce visibility or affect adjacent residential use or safety.

*f)* *The granting of the variance will be in harmony with the general intent and purpose of this code and will not be injurious to the surrounding properties or detrimental to the public welfare.*

The fence requirements in the LDC are intended to protect the health, safety and general welfare of the citizens of the city, and to enhance the appearance, function and livability of the city and improve the overall quality of life within the community. The intent of the city-wide setback requirement for a residential 6-foot-tall fence in a front yard is to ensure fences that abut streets in residential subdivisions with a narrow right-of-way width are set back off the right-of-way line to provide adjacent properties adequate visual sight lines from their home.

The height and location of the proposed fence is inconsistent with other fences in the neighborhood installed consistent with the LDC. There are 12 corner lots in Sawgrass Point subdivision and 3 of them have fences that conform to the fence height/setback requirements of the LDC and the rest have no fence (Figure 3).

The location of the existing 6-foot fence is located outside of the 25-foot visual clearance triangle requirement for intersections of two public roadways. The 25-foot visual triangle is determined by measuring 25-feet along the two intersecting rights-of-way that form the intersection then connecting those two points and measuring. If a variance is approved, the fence is not anticipated to impact visual clearance for vehicles and pedestrians along Shade Creek Lane.

**Figure 3. Corner Lots in Sawgrass Point Subdivision**



The applicant notes that the fence, installed around 2016, has remained in place for nearly 10 years with no known complaints, aside from a single complaint received by Code Enforcement in 2024. Staff have confirmed with the Police Department that there have been no accidents or safety incidents at the intersection of Shady Creek Lane and Shady Creek associated with the fence.

g) *The variance represents a reasonable disposition of a claim brought under the Bert J. Harris Private Property Rights Protection Act, chapter 95-181, Laws of Florida, that a development order of the city has unreasonably burdened the applicant's property, based upon the recommendations of the special master appointed in accordance with the act, or the order of a court as described in the act.*

The variance requested is not based upon a claim brought under the Bert J. Harris Private Property Rights Protection Act.

**PUBLIC NOTICE**

Public Notices regarding the variance were posted in the *News-Journal* and mailed to adjacent property owners and the property was posted with a public notice sign, as required by the LDC. As of April 17, 2026, staff have received two phone calls regarding the proposed variances.

**RECOMMENDATION**

Based on the findings of this report, staff recommends denial of the variance from Chapter 16, Section 3(b)(2)(f) and Section 3(b)(3)(a) of the LDC to allow for a secondary front yard setback of less than 5 feet for the existing 6-foot-tall fence.

However, if the Planning Commission recommends approval of the variance, it should be limited to the existing fence installed within the secondary front yard setback and should not permit any additional fencing within that setback area.

**ATTACHMENT**

Exhibit 1 – Applicant's Request Letter

## Exhibit 1 – Applicant's Request Letter

5968 SHADY CREEK LN
PORT ORANGE, FL 32128

**Proposed Development Variance Description – Fence**

The existing fence was installed approximately in 2015–2016, nearly ten (10) years ago. The fence has remained in place for close to a decade prior to any complaint being received by Code Enforcement regarding its height. During this extended period, there have been no known complaints submitted to the City or the homeowners' association, nor have there been any identified adverse impacts to surrounding properties.

The fence is set back approximately five (5) feet from the right-of-way and does not obstruct or impede visibility at or near the intersection of Shady Creek Lane. To the best of the property owners' knowledge, there have been no traffic incidents, police reports or safety concerns attributable to the presence of the fence.

Although the property is classified as a corner lot, it does not function as a traditional corner lot. The secondary front yard abuts a homeowners' association-owned common area rather than another residential property. As a result, the six (6) foot fence does not negatively affect the visibility, aesthetics, or enjoyment of neighboring residences.

The fence provides practical benefits, including enhanced privacy and reduction of vehicle headlight intrusion into the home during nighttime hours. Additionally, there is an existing hedge and dense landscaping located outside of the fence line that exceeds six (6) feet in height, effectively obscuring the fence from view. If the fence height were reduced to four (4) feet, the hedge would remain, resulting in a similar barrier along Shady Creek Lane.

The primary reason for installing the six (6) foot fence in 2015–2016 relates to the safety and well-being of a family member with a medical condition. The fence serves as a necessary protective measure to prevent unsupervised exit from the enclosed yard area. A four (4) foot fence would not provide adequate containment, as it could be easily climbed or crossed, whereas the six (6) foot fence provides an appropriate level of security while still allowing safe outdoor access. Similar fencing heights are commonly utilized in residential and care settings for individuals with comparable needs.

Based on these factors, the existing fence has functioned without issue for nearly a decade and has not negatively impacted public safety, as demonstrated by its long-standing presence without any incidents. It has also not adversely affected community aesthetics. The variance request is respectfully submitted for consideration.

REGULAR PLANNING COMMISSION MEETING MINUTES
COUNCIL CHAMBERS – CITY HALL
1000 CITY CENTER CIRCLE
PORT ORANGE, FLORIDA
APRIL 23, 2026

THE REGULAR PLANNING COMMISSION MEETING of the City of Port Orange was called to order by Chair Scott Steger at 5:30 p.m.

CALL TO ORDER

1. Pledge of Allegiance

2. Roll Call

| | |
|---|---|
| Present: | Chair Scott Steger<br>Vice Chair Stan Schmidt<br>Commissioner Thomas Jordan<br>Commissioner Daniel Mallegol<br>Commissioner Angela LeDuc |
| Absent: | Commissioner Bo Bofamy (excused)<br>Commissioner Maria Mills-Benat (excused) |
| Also Present: | Shannon Balmer, City Attorney<br>Tim Burman, Community Development Director<br>Amanda Bonin, Deputy City Clerk |

DISCUSSION/ACTION

3. Consideration of Minutes

Motion to approve the March 26, 2026 meeting minutes was made by Commissioner Thomas Jordan and Seconded by Vice Chair Stan Schmidt. Motion carried unanimously by roll call vote.

4. APPLICATION: VARIANCE/5968 Shady Creek Lane
CASE NO.: VARC-26-0002
APPLICANT: Peter Francis
STAFF CONTACT: Tim Burman, Community Development Director, (386) 5056-5675/tburman@port-orange.org

A request by the applicant for a variance from Chapter 16, Section 3(b)(2)(f) and Section 3(b)(3)(a) of the Land Development Code, to allow a 6-foot-tall fence to be located less than 5 feet from a right-of-way in lieu of being placed in line with the front plane of the house.

Motion to approve Variance/5968 Shady Creek Lane CASE NO.:VARC-26-0002 was made by Commissioner Thomas Jordan and Seconded by Vice Chair Stan Schmidt.

Jared Trent, Assistant City Attorney, read the guidelines when reviewing a variance.

Tim Burman, Community Development Director, introduced the item, provided details, and answered Commissioners' questions.

Peter Francis, representative of the applicant/property owner, provided further details on the variance request, and answered Commissioners' questions.

Al Rivera, HOA President, stated he does not believe there was HOA approval for the fence in question, and expressed his opposition regarding the variance.

Mike Anders, resident, expressed his concerns and opposition regarding the variance and commented on the installation of the rear fence on the property as well.

Tim, resident, commented on the rear fence of the property, noting there is litigation in process regarding this section of fencing, and expressed his concerns and opposition regarding the variance.

James Turnt, Vice President of the HOA, expressed his concerns and opposition regarding the variance.

Mr. Francis stated the fence was approved by the HOA and that there have been no complaints in the last ten years. He requested approval of the fence, noting the need for the safety of a family member.

Chair Scott Steger asked the applicant if there was evidence showing the HOA provided approval.

Mr. Francis said there is but he didn't have it with him.

Commissioner Stan Schmidt clarified what the variance request is asking for and asked Assistant City Attorney Trent if the HOA can override City code.

Assistant City Attorney Trent stated the City's code overrides the HOA's code. It was further clarified that the back fence is a separate issue and should not be in consideration of the vote.

Mr. Burman clarified that the Planning Commission members either need to approve or deny the variance request and further stated this item will not go to Council unless the vote is appealed.

Commissioner Thomas Jordan asked if a 6-foot fence would be allowed in line with the setback of the home, to which Mr. Burman advised it would.

Commissioner Angela DeLuc stated she drove through the neighborhood yesterday and noted there is established landscaping. She further advised the area seemed safe as it does not impede any visibility.

Motion failed 1-4 by roll call vote with Commissioner Thomas Jordan, Commissioner Daniel Mallegol, Vice Chair Stan Schmidt, and Chair Scott Steger voting no.

OTHER BUSINESS

5. Commissioner Comments

The Commissioner's expressed their appreciation to staff for their hard work.

6. Staff Comments

There were none.

PUBLIC COMMENTS

Mr. Anders expressed his appreciation to the Commissioners for their vote and to Tim Burman for all of his hard work on this item.

ADJOURNMENT - 6:08 p.m.

_____
Chair Scott Steger

**CITY OF PORT ORANGE**

# NOTICE OF APPEAL TO CITY COUNCIL

**Applicant/Appellant :** Peter Francis
**Property Owner:** Victor Francis and Samia Fezy
**Property Address:** 5968 Shady Creek Lane, Port Orange, Florida 32128
**Case Number:** VARC-26-0002
**Decision Appealed:** Planning Commission Denial — April 23, 2026
**Date of This Notice:** April 29, 2026
**Submitted To:** Port Orange City Council, 1000 City Center Circle, Port Orange, FL 32129

## I. INTRODUCTION AND NOTICE OF APPEAL

Pursuant to Port Orange Land Development Code (LDC) Chapter 19, Section 1, the property owners, Victor Francis and Samia Fezy, through Applicant Peter Francis, hereby submit this formal Notice of Appeal to the City Council. We respectfully challenge the Planning Commission's April 23, 2026, denial of Variance Case No. VARC-26-0002.

The decision to deny this variance was not based on the facts or the satisfaction of the established criteria as required by code & law. Instead, the decision was procedurally defective, factually incorrect, and legally insufficient. The Appellant identifies the following grounds for reversal:

- **Lack of Findings of Fact:** The Commission moved to deny the application (4-1) without articulating any specific findings tied to the six LDC criteria, when each LDC criteria was presented and satisfied rendering the decision unsupported by the record.
- **Recommendation:** Staff admitted that the recommendation for denial was based "***solely on code alone***" during the Planning Commission hearing, rather than a finding that any of the criterias were not satisfied. This approach fundamentally ignores the legal purpose of the variance process, which is specifically designed to provide relief from the code when a property meets the required standards for an exception.
- **Material Factual Error:** The staff report incorrectly stated the fence is located "less than 5 feet" from the right-of-way. In reality, the fence is situated approximately **7 feet** from the right-of-way, a difference that materially changes the analysis of visual clearance from the right-of-way and neighborhood impact.
- **Violation of Procedural Due Process:** The Commission denied the Applicant the opportunity for final rebuttal and closing remarks, despite City Staff's representation that such an opportunity would be provided. This deprived the Applicant of a fair chance to respond to material misstatements and inaccuracies presented by certain individuals associated with the HOA, including references to irrelevant, previously resolved HOA disputes, and also prevented the Applicant from submitting additional evidence in support of the application.
- **ADA/FHA Mandates:** Despite LDC Chapter 19, Section 1, expressly authorizing variances as ADA Reasonable Accommodations, the Commission failed to discuss or

address the fact that this is a medical necessity for a family member residing at the property.
- **Administrative Inconsistency:** The denial is directly contradicted by the City's own staff reports in Case No. 16-90000001 (March 2016) and Case No. 16-90000009 (December 2016), in which the City approved a similar variances on corner lots. This inconsistent application of the variance code demonstrates that the same legal standard has not been applied uniformly.

Based on these arguments, the Applicant respectfully requests that the City Council **reverse the denial and approve the variance** to allow this 10-year-old fence to remain in place.

## II. STATEMENT OF FACTS

**A. The Property and the Fence** 5968 Shady Creek Lane is a single-family residential corner lot within the Sawgrass Point Planned Unit Development (PUD), platted in 1997 and constructed in 2000. The current owners, Victor Francis and Samia Fezy, purchased the property in 2007. The lot is uniquely configured: while it is adjacent to two public rights-of-way, the secondary front yard abuts a common area rather than an adjoining residential lot.

Over ten years ago, a six-foot vinyl fence was installed primarily to address the safety and well-being of a family member with a medical condition residing at the property. The fence serves as a critical protective measure to prevent unsupervised exit from the yard; a standard four-foot fence would not provide adequate containment as it could be easily climbed or crossed. Prior to installation, the owners acquired necessary HOA approval (see attached exhibit J); however, the contractor hired for the project failed to obtain the required City building permit in 2015. This omission remained unknown to the owners for a long period of time. Only one single code enforcement action was initiated in 2024, the only such complaint received in the fence's history.

**B. Safety and Aesthetic Considerations** The Port Orange Police Department has confirmed zero traffic accidents or safety incidents attributable to the fence in its ten-year existence. The fence is situated entirely outside the 25-foot visual clearance triangle required for intersection visibility and does not impact motorists, pedestrians, or cyclists. Notably, the fence is located approximately seven feet from the Shady Creek Lane right-of-way, correcting a material misstatement in the staff report that estimated the distance at less than five feet.

Furthermore, existing mature hedges and landscaping exceeding six feet in height provide substantial visual screening. Because the Land Development Code does not regulate landscaping in the same manner as fence height, these barriers would remain in place regardless of a variance decision, rendering the removal or altering of the fence ineffective at increasing "visual openness" along the streetscape.

## III. THE PLANNING COMMISSION HEARING, APRIL 23, 2026

**A. The Planning Commission hearing** for Case No. VARC-26-0002 was conducted with five of seven members present. Prior to the hearing when the application was being reviewed, Tim Burman, Community Development Director, informed the Applicant that they would have the opportunity to present their case fully, speak as much as needed to present their case, and be granted the "final word" to respond to any public comments.

The hearing commenced with the City Attorney reading the six Land Development Code (LDC) variance criteria. Tim Burman then presented the City's staff report and findings. The Applicant, Peter Francis, delivered a comprehensive presentation specifically addressing all six LDC criteria by name, including but limited to:

- The pre-existing 1997 subdivision and lot layout;
- The unique atypical lot adjacency to HOA common area rather than residential lots;
- The ten-year safety record confirmed by the Police Department;
- The medical necessity for a family member's safety;
- The existing mature hedges & landscaping higher than 6 feet providing primary visual screening;
- And property value data demonstrating no negative neighborhood impact.

**B. Public Comment and Misinformation -** Four individuals, associated with the HOA Board, appeared in opposition. Their comments failed to address LDC criteria, safety, sightlines, or neighborhood character. Instead, the comments centered on irrelevant HOA issues and disputes from the past.

The comments were characterized by significant false information. For instance, the HOA Vice President asserted that the HOA had never approved the subject fence, which made one of the commissioners ask if we had the HOA approval letter. The applicant asked for a few minutes to present the letter but the commissioners showed no interest to see it after asking for it. Despite the Applicant having documentation showing the HOA approved the fence in 2015 (see attached exhibit J). These irrelevant and inaccurate comments by the HOA individuals negatively impacted the Commission's view and decision. Conversely, one family member provided supporting comments, explaining the medical necessity, hardship and safety risks involved.

**C. Procedural Errors -** Following public comments, the Applicant sought to exercise the "final word", stating: *'Let me just comment on some of the stuff being said today.'* as the applicant wanted to provide more evidence into the record. The Chair did not allow the applicant to present further, suggesting the Applicant could only reapproach if the Commissioners had specific questions. Immediately thereafter, Commissioner Stan Schmidt started talking, effectively denying the Applicant any opportunity to correct the record or present evidence to rebut the opposition's misinformation. The Applicant was never recalled.

During deliberation, Commissioner Angela LeDuc, the only member who performed due diligence by personally visiting and investigating the site, stated that she found no issues with sightlines as she stated "I went from every angle … I noticed that it didn't impede

my sight, I could see. There is established landscaping that is pretty … It seemed safe, I know it's not to code but it seemed safe to me as I was driving around" and described it as "aesthetically pretty." She voted in favor of the variance. The remaining commissioners voted to deny the request (4-1) without articulating findings of fact tied to the six LDC criteria.

**D. Flawed Basis for Staff Recommendation -** During the hearing, Community Development Director Tim Burman was asked to clarify the basis for the staff's recommendation of denial. Mr. Burman responded that the recommendation was based ***"solely on code alone."*** Mr. Burman stated in his presentation "*… basically staff's recommendation was not to approve the variance there as basically in terms of the general intent of the code in terms of we have to enforce them."* When Commissioner Daniel Mallegol asked if the recommendation is based "solely on code alone," Mr Burman responded and said "*yes, basically yes… that's why we have the variances to bring forward to get your your guys opinions on that too*"

By definition, every variance application is a request for relief because a proposal is not up to code. If "failure to meet code" were the only standard for denial, the City's variance provisions would be rendered meaningless. The Land Development Code (LDC) variances explicitly exist to allow exceptions when specific criteria are met.

Furthermore, this recommendation deviates from established administrative precedent. In numerous other variance applications over multiple years, staff has recommended approval despite the requests clearly not being "up to code." Recommending denial of this application "solely on code" is inconsistent with other staff recommendations of other variances neglecting the facts of the criteria of this case.

Tim Burman himself, the same Community Development Director who recommended denial of this application "solely on code alone" submitted the staff recommendation of approval for Case No. 16-90000009 (December 15, 2016) (see attached exhibit H), a variance allowing a 6-foot PVC fence to be placed in a secondary front yard on a corner lot at 5835 Wales Avenue, Port Orange, directly on the Wiltshire Boulevard right-of-way line with zero setback from the right-of-way (see attached Exhibit H). That case involved the similar LDC provisions, Chapter 16, Section 3(b)(2)(b) and the similar fence height. The fence in that approved case had no setback from the right-of-way whatsoever. This application's fence sits approximately seven feet from the right-of-way. Mr. Burman found all six criteria satisfied and recommended approval when the fence was at zero feet setback. He recommended denial for this application based "solely on code" when the fence is at seven feet setback.

**E. Material Misstatement of Fact Regarding Setbacks** - The staff report for VARC-26-0002 states in its introduction and throughout: 'The applicant is requesting a variance to allow an existing 6-foot-tall fence to remain in a secondary front yard setback less than 5 feet from the Shady Creek Lane right-of-way line in lieu of the required setback.' This is a factual error that negatively biased the Commission's evaluation of the fence's impact. The report states under the recommendation section for denial and mentions that the fence is located **"**less than 5 feet**"** from the Shady Creek Lane right-of-way. The fence is actually located approximately 7 feet from the right-of-way. A 7-foot setback provides significantly more "visual openness" and safety

margin than the "less than 5 feet" cited by staff. The Commission's decision was therefore based on an inaccurate physical description of the property. It is a material error that affected the commission's perception of the application in the following ways:

- It overstated the degree of non-compliance, making the variance appear more extreme than it actually is.
- It placed the fence closer to the right of way than it actually is, suggesting a greater encroachment on the public right-of-way than exists.
- The March 2016 approved Case No. 16-90000001 (see attached exhibit D) had the fence setback at exactly five feet from the and was approved. The Applicant's fence at approximately seven feet has more setbacks from the right of way than the 2016 approved case.
- The December 2016 approved Case No. 16-90000009 (see attached exhibit H) had no setback whatsoever and was approved for a 6 foot fence similar to the one requested in this variance.
- A quasi-judicial decision based on a factually incorrect record is not supported by competent substantial evidence. The commission's understanding of how far the fence is from the right of way, a basic geographic fact, was misinformed by the staff report's error.

The Applicant requests that the City Council note this factual error and evaluate the application on the accurate fact that the fence is located approximately seven feet from the right-of-way.

**F. Staff's Acknowledgement of a Reasonable Resolution -** Crucially, the staff report included a provision for a reasonable disposition of this case. It stated that "*if the Planning Commission recommends approval of the variance, it should be limited to the existing fence installed within the secondary front yard setback"* and should not allow for any additional fencing in that area.

This language suggests that even staff recognized that allowing the existing fence to remain given its 10-year safety record and the medical needs of the resident is a viable solution that does not harm the public.

The Commission's 4-1 vote to deny was not supported by "substantial evidence" that the criteria were not met; rather, it was a reaction to "code alone" and irrelevant public comments.

## IV. DEMONSTRATION THAT ALL SIX LDC CRITERIA ARE SATISFIED

The following sets forth the affirmative case on each criterion, drawing directly from the evidence in the record, the staff report, the Applicants presentation, the Police Department confirmation and commissioner comments. Each criterion is met.

**Criterion (A): Special conditions and circumstances exist which are peculiar to the land, structure or building involved, and which are not applicable to other lands, structure or buildings in the same zoning district.**

The staff report and presentation by Tim Burman acknowledges in its hardship analysis that '*the subject property's configuration, with its secondary front yard adjacent to a HOA-owned common area rather than a residential lot, presents a condition that differs from the typical corner lot scenario the standards are primarily intended to address*.' This is a de facto acknowledgment that criterion (a) is satisfied. The special condition is the atypical configuration of the secondary front yard, it abuts HOA-owned common area rather than an adjoining residential property. This condition is not shared by standard corner lots and renders this lot uniquely situated within its subdivision.

Notably, the subject property qualifies as an "atypical lot" under the Port Orange LDC Chapter 2, Section 2 definition, which states:

*"A lot within a subdivision which, as a result of subdivision design, abuts a street at one end and any of the following at the opposite end: (a) a waterway or body of water, either of which is 100 feet or more in width, including but not limited to the Halifax River, Spruce Creek, or a designated common open space area within the same subdivision which is a body of water; or (b) a golf course fairway or green within the same subdivision."*

This property fits this regulatory classification as it abuts Shady Creek Lane at its frontage and an HOA-owned common area, specifically an open detention area exceeding 100 feet in width, at the rear. By the City's own legal definition, the lot is considered "atypical," providing definitive evidence that its configuration presents a special condition that differs fundamentally from the typical corner lot scenarios the LDC standards are primarily intended to address. This classification confirms that the unique layout of the land was established during the original 1997 subdivision design and is not a result of any action by the Applicants.

The LDC's secondary front yard fence setback requirement exists to protect neighboring residential properties' visibility. That purpose is entirely absent here on this atypical lot because the secondary frontage does not obstruct any one's view from adjacent properties nor does it obstruct any view for motorists, cyclists, or pedestrians on the right of way as it is not in the 25-foot visual clearance triangle.

The pre-existing 1997 Sawgrass Point subdivision design that created this atypical adjacency is a special condition peculiar to this land. The secondary frontage abuts non-residential land that no neighboring resident owns, occupies, or relies upon for visibility or privacy.

**Based on the above argument, Criterion (A) is SATISFIED ✔**

**Criterion (B): The special conditions and circumstances are not the result of the applicant's actions.**

The Sawgrass Point subdivision was platted in 1997. The home was constructed in 2000. The current owners purchased the property in 2007, a decade after the subdivision was designed and the lot's atypical configuration was permanently established.

The owners had no role in designing the unique layout of the property, the subdivision, placing the HOA common area adjacent to their secondary front yard, or creating the road configuration. Many of these conditions classified this lot specifically as atypical lot. These conditions existed before any action by the current owners. The contractor's administrative failure to obtain a permit, a separate matter entirely, does not bear on who created the pre-existing land conditions that constitute the special circumstances justifying this variance.

The staff report admittedly stated that this Lot is unique and different from the typical corner lot scenario under the report's criterion (c) it states "*In this case, the subject property's configuration, with its secondary front yard adjacent to a HOA-owned common area rather than a residential lot, presents a condition that differs from the typical corner lot scenario the standards are primarily intended to address. Based on the current layout, the 6-foot-tall fence does not appear to create the types of impacts the code is designed to prevent, as it does not obstruct required sight triangles, does not interfere with intersection visibility, and does not negatively affect visibility or access related to adjacent residential properties or public safety considerations."* which makes this condition unique and special.

Most critically, the City approved VARC-25-0004 in October 2025 (see attached exhibit F) and Case 16-90000001 in March 2016 (see attached exhibit D) using Criterion (B) language very similar in structure to this application. In both previously approved variances, the special conditions that were not the result of the applicant's actions were due to the layout, design, and road configuration of the property, all of which were in existence prior to the homeowners purchasing the properties. In those cases, staff found the criterion met because the property conditions predated the current owner's purchase. Both applications were approved, making the reasons we have provided also viable and acceptable under this criterion.

In summary:

1. The design, unique layout, atypical lot different from other corner lots and configuration of roads and the placement of this property predated current ownership, making this situation not the result of the applicant's actions.
2. A contractor's error in failing to obtain a permit ten years ago in 2015 is not the reason why criterion is met and does not change the unique layout and configuration, which independently satisfy the criterion.
3. This similar language and the special conditions regarding property layouts were accepted previously by both staff in their staff reports and commissioners, setting a precedent that the reason given is acceptable to satisfy the criterion.

**Based on the above argument, Criterion (B) is SATISFIED ✔**

**Criterion (C): Literal interpretation and enforcement of the development code regulations would deprive the applicant of rights commonly enjoyed by other properties in the same zoning district under the terms of the development code and would work unnecessary and undue hardship on the applicant.**

The staff report itself acknowledges that 'the subject property's configuration with its secondary front yard adjacent to a HOA-owned common area rather than a residential lot presents a condition that differs from the typical corner lot scenario.' Staff further acknowledges the fence 'does not appear to create the types of impacts the code is designed to prevent, as it does not obstruct required sight triangles, does not interfere with intersection visibility, and does not negatively affect visibility or access related to adjacent residential properties. These are the staff's own words (see attached exhibit A.)

Furthermore, LDC Chapter 19 Section 1 expressly provides that variances may be granted as ADA reasonable accommodations for persons with disabilities residing in the applicant's household. A family member with a medical condition resides at this property. The six-foot fence is medically necessary for that family member's safe outdoor access and enjoyment of the entire property including the secondary front yard. Due to the layout of the property, a four-foot fence is inadequate because it can be crossed, jumped creating a direct safety risk to the family member. A four-foot fence is lower than the average person's height, while it may protect a pet from jumping or crossing it, it does not protect a human being from jumping or crossing it. In addition, the fence adds safety, privacy, and security for the family members who live in this property. The code's own disability accommodation provision mandates that this criterion be evaluated through the lens of the ADA and on that standard, the hardship is not merely undue but federally protected under both the American Disability Act (ADA) and the Fair Housing Act (FHA).

In comparison, the City approved Case 16-90000001 (see attached Exhibit D) in March 2016 based mostly on aesthetics alone, the family's needs for privacy and security for their children and dog. The City also approved Case No. 16-90000009 (December 2016) (see attached Exhibit H), finding criterion (c) satisfied based on the owner's hardship that reducing the fence height would not provide sufficient screening and moving it 30 feet back would reduce the size of his yard. The City accepted that losing yard space and insufficient screening constituted undue hardship sufficient to meet criterion (c). Here, the hardship is demonstrably greater, a family member's physical safety depends on the six-foot enclosure, reducing the height creates a direct safety risk, and moving the fence inward eliminates the functional use of the enclosed yard for a person with a medical condition. If loss of yard space and aesthetic screening satisfied criterion (c) in 2016, the physical safety and medical necessity of a family member unquestionably satisfies it here.

**Based on the above argument, Criterion (C) is SATISFIED ✔**

**Criterion (D): The variance, if granted, is the minimum variance necessary to make possible reasonable use of the land, building or structure.**

This variance request represents the absolute minimum variance necessary to permit the reasonable use of the property. The application seeks only to retain the existing fence at its current location, which is approximately seven feet from the right-of-way, correcting the staff report's estimate of "less than five feet" and requires no new construction, expansion, or additional structures. A four-foot fence provides insufficient privacy and security for a family member with a medical condition because it can be easily climbed or crossed; only the current six-foot height provides the protective measure necessary for their well-being. Furthermore, relocating the fence to the required setback would eliminate the functional use and enjoyment of the enclosed yard as it has functioned for the past decade.

The current placement is the smallest possible deviation needed to meet these critical safety needs without impacting public welfare which was never impacted for over 10 years. The Port Orange Police Department has confirmed there have been **zero reported accidents or safety incidents** related to the fence in its ten-year history. The requested variance is only for a 2 feet difference in height, in other words, it is very minimal. Additionally, the fence is located entirely outside of required visual clearance triangles and is screened by mature, over six-foot-tall landscaping that would remain regardless of the outcome. Retaining an existing structure that has proven safe for a decade is a far more reasonable and minimal solution than demanding a relocation that would disrupt the property's established layout and landscape as well as take away the enjoyment of land for the resident with medical need.

Additionally, the City's approval of Case No. 16-90000001 establishes a definitive administrative precedent that justifies the current request as the minimum variance necessary. In that 2016 case, the City approved a 5-foot setback for a 6-foot privacy fence, a distance more intrusive than the approximate 7-foot setback currently existing at Shady Creek Lane, primarily to achieve "**aesthetic uniformity**" and match a neighboring utility lift station. Notably, city staff in the 2016 case explicitly stated that the 5-foot setback was "not the minimum variance necessary" to make reasonable use of the property, yet they still recommended approval. By comparison, the current application at 5968 Shady Creek Lane presents a far more compelling justification for relief: a medical necessity and the physical safety of a vulnerable resident. With a more conservative 7-foot setback, compliance with a more stringent 25-foot visual clearance triangle, and a verified 10-year record of zero traffic accidents, the subject fence is undeniably in greater harmony with the general intent of the code than the 2016 precedent. Denying this request while having previously approved a less significant application with less critical reasons and proven history would be inconsistent.

Removing the fence or reducing the fence to a height of four feet would compromise the **aesthetic uniformity** currently enjoyed by the property and the surrounding streetscape. Over the past decade, the mature landscaping has grown and been specifically maintained to integrate with the existing six-foot layout and height of the fence. Because this landscaping is already fully established and physically "set" to the current fence line, lowering the structure would create a significant visual disconnect and a fragmented appearance, undermining a landscape design that has been meticulously matured over ten years surrounding the subject fence.

Furthermore, Case No. 16-90000009 (December 2016) (see attached Exhibit H), which was approved and found criterion (d) satisfied despite explicitly acknowledging that two fully compliant alternatives existed: a four-foot fence set back five feet from the right-of-way, or a six-foot fence set back 30 feet from the right-of-way. Staff accepted that neither alternative was workable because reducing the height would not provide sufficient screening and placing the fence 30 feet inward would reduce the functional size of the yard  and on that basis approved the fence at zero setback directly on the right-of-way line. The standard applied in that case compels the same result here. This application's compliant alternatives are identically unworkable: a four-foot fence fails to provide the physical safety required for a family member with a medical condition, and relocating the fence 27 feet inward eliminates the functional use of the enclosed yard for that same family member. The hardship justifying the minimum variance finding in Case No. 16-90000009 was loss of yard space and inadequate screening. The hardship here is physical safety and medical necessity. By any objective measure, this application presents a more compelling basis for the minimum variance finding than a case where the fence was approved at zero feet from the right-of-way.

**Based on the above argument, Criterion (D) is SATISFIED ✔**

**Criterion (E): Granting of the variance request will not confer on the applicant any special privilege that is denied by the development code to other lands, buildings, or structures in the same zoning district.**

The request is a proportional response to a unique lot configuration and a medical hardship that distinguishes this property from others. According to Port Orange LDC Chapter 2, Section 2, this property is legally classified as an "atypical lot" because it abuts a street at one end and a designated common open space, a detention area exceeding 100 feet in width, at the other. This configuration creates a condition where the secondary front yard borders a public common area rather than an adjoining residential lot, meaning the fence does not obstruct the views, privacy, or enjoyment of any neighboring homeowner.  Notably, this specific lot does not create the impacts the code was intended to address per staff's findings (see attached exhibit A). as the staff report states "does not appear to create the types of impacts the code is designed to prevent,"

as it does not obstruct required sight triangles, interfere with intersection visibility, or negatively affect adjacent residential properties.

Furthermore, the City has already established an administrative precedent by approving Case No. 16-90000001, which granted a more intrusive 5-foot setback for a 6-foot fence based on “aesthetic.” Granting a more conservative approximate 7-foot setback in this instance, necessitated by the safety and medical needs of a resident rather than mere aesthetics, is a matter of equal treatment and reasonable accommodation under the law. With a verified ten-year record of zero traffic accidents or safety incidents as well as the fact that majority of the neighborhood’s homeowners raised no objection to its continued existence, it is clear that allowing this fence to remain addresses a specific hardship without granting a privilege that would be denied to any other similarly situated property owner.

The approval of Case No. 16-90000009 (December 2016) directly confirms that granting this variance confers no special privilege. In that case, for a 6-foot fence on a corner lot at zero setback from the right-of-way was approved, a configuration far more deviant from the code than the approximately seven feet maintained here. If that approval did not confer a special privilege denied to others, then this approval cannot either. The privilege being requested here, retaining an existing six-foot fence at seven feet from the right-of-way on an atypical lot with no adjacent residential properties affected, is less than what was already granted in December 2016 at zero setback and March 2016 at five feet setback. Granting less than what has already been approved for others is by definition not a special privilege. It is equal treatment.

**Based on the above argument, Criterion (E) is SATISFIED ✔**

**Criterion (F): The granting of the variance will be in harmony with the general intent and purpose of this code and will not be injurious to the surrounding properties or detrimental to the public welfare.**

The existing fence has been in place for over ten years, providing a definitive, long-term record that it is not injurious to the community. The Port Orange Police Department has confirmed that there have been **zero traffic accidents or safety incidents** attributable to the fence during its entire history. Furthermore, city staff explicitly stated in their findings that the fence does not impact visual clearance for vehicles or pedestrians because it is located entirely outside the required 25-foot sight triangle.

The staff report further acknowledges that the fence does not create the negative impacts the code is designed to prevent, specifically noting that it "does not negatively affect visibility or access related to adjacent residential properties or public safety considerations.” This is supported by the fact that the secondary front yard abuts an HOA-owned common area rather than any single-family residential lots that would suffer from obstructed views. Additionally, Commissioner Angela LeDuc, the only member of the Planning Commission to perform a site visit, stated for the record that she found it to

be "aesthetically pretty" and she also said “I went from every angle … I noticed that it didn’t impede my sight, I could see. There is established landscaping that is pretty … It seemed safe,” (see Planning Commission hearing timestamp 39:40 of April 23, 2026, exhibit C).

Regarding neighborhood character and property values, the lack of objection from the community is telling. Despite full public notice, including signs posted at both subdivision entrances posted by the HOA, certified mail sent to surrounding properties, and notices in the *News-Journal*, the vast majority of the 103 homeowners in the neighborhood did not express concern. Out of 103 homes, 99 owners did not care to show up to the hearing or object. The opposition consisted primarily of four individuals associated with the HOA Board members whose comments centered on irrelevant past disputes and speculations rather than the LDC criteria.

Notably, this opposition was characterized by demonstrable misinformation intended to negatively bias the Commission. For example, the HOA Vice President claimed the HOA never approved the fence, yet a 2015 approval letter exists from a time when that individual served on the board (see attached exhibit J). In addition, he mentioned that he was president of the HOA for many years while living across the subject fence, he never made any complaints or motions to object to it during its 10 years lifespan. As a matter of fact, he approved it as a board member in 2015. These personal grievances and inaccuracies did not constitute "competent substantial evidence" of injury to the public welfare. On the contrary, the ten-year incident-free record, which the Port Orange Police Department has formally verified, and the absence of any neighborhood complaints for nearly a decade serve as affirmative proof that the fence exists in harmony with the community. This sustained record of safety and long-standing public acceptance demonstrates that the enclosure poses no threat to surrounding properties or the public welfare.

Furthermore, substantial evidence presented during the Planning Commission hearing confirms that the existing fence has not negatively impacted surrounding property values. Multiple surrounding homes within the Sawgrass Point subdivision have sold at fair market value, with several reaching prices in the the half a million dollars range, all while the fence was already in place as shown in the presentation (see attached exhibit B). These home sales represent an implied public acceptance of the fence's presence, as a reasonable buyer would not invest such significant capital into a home if the adjacent aesthetics were considered an "eyesore" or injurious to the property's appeal. The fact that residents chose to purchase their homes while the fence was in existence and raised no objections serves as affirmative proof that the fence is not detrimental to the surrounding properties or the public welfare.

**Based on the above argument, Criterion (F) is SATISFIED ✔**

## V. THE 2016 PORT ORANGE PRECEDENT

## CASE NO. 16-90000001 & CASE NO. 16-90000009

The Port Orange Planning Commission approved a variance on March 24, 2016 (Case No. 16-90000001) for a six-foot vinyl fence on a corner lot at 868 Millers Way, Port Orange, installed without a building permit, under LDC Chapter 19, Section 1. Port Orange Planning Commission also approved a second variance for a 6-foot fence on a corner lot, Case No. 16-90000009 at 5835 Wales Avenue under the same LDC. the similar criteria applicable to VARC-26-0002. Staff recommended approval for the two variances, while staff recommended "denial" based "***solely on code alone"*** *for this application*. Notably, Tim Burman prepared and recommended approval for the December 2016 case. The following comparison demonstrates the two cases are materially similar on every criterion:

| Criterion | March 2016 Case 16-90000001 (APPROVED) | December 2016 Case 16-90000009 (APPROVED) | April 2026 Case VARC-26-0002 (DENIED) |
|---|---|---|---|
| (a) Special Conditions | City lift station, adjacent non-residential parcel in 1987 subdivision.<br><br>**Staff: MET**<br>**Outcome: Approved** | Secondary front yard abutted non-residential city-owned facility, not a residential lot<br><br>**Staff: MET**<br>**Outcome: Approved** | HOA common area, adjacent non-residential parcel in 1997 subdivision & by definition is considered an atypical lot.<br><br>**Outcome: Denial** |
| (b) Not Applicant's Actions | Lift station/subdivision created 1987 — predates owner.<br><br>**Staff: MET**<br>**Outcome: Approved** | Stormwater pond/city facility improvement project completed 2008, predated owner.<br><br>**Staff: MET**<br>**Outcome: Approved** | Road, common area/subdivision platted 1997, home built 2000, atypical lot, owner purchased 2007 — predates owner.<br><br>**Outcome: Denial** |
| (c) Hardship & Rights | Need for aesthetics, privacy for family; PVC fence cannot be shortened.<br><br>**Staff: MET**<br>**Outcome: Approved** | Reducing height would not provide sufficient screening; relocating fence 30 feet inward would reduce functional yard size.<br><br>**Staff: MET**<br>**Outcome: Approved** | Medical necessity; security for family member with a medical condition as well as privacy and security for family.<br><br>**Outcome: Denial** |
| (d) Min. Variance | 2-foot difference in height.<br><br>**Staff: MET**<br>**Outcome: Approved** | 2-foot difference in height.<br><br>**Staff: MET**<br>**Outcome: Approved** | 2-foot difference in height<br><br>**Outcome: Denial** |

| Criterion | March 2016 Case 16-90000001 (APPROVED) | December 2016 Case 16-90000009 (APPROVED) | April 2026 Case VARC-26-0002 (DENIED) |
|---|---|---|---|
| (e) Special Privilege | Only a few locations … where a lift station parcel is located in the front yard.<br><br>**Staff: MET**<br>**Outcome: Approved** | No other corner lots shared the same non-residential adjacency configuration.<br><br>**Staff: MET**<br>**Outcome: Approved** | Atypical Lot unlike others by definition of the code, non-residential adjacency, medical necessity, fence does not appear to create the types of impacts the code is designed to prevent<br><br>**Outcome: Denial** |
| (f) Not Injurious | Visual clearance met.<br><br>**Staff: MET**<br>**Outcome: Approved** | Visual clearance met.<br><br>**Staff: MET**<br>**Outcome: Approved** | Visual clearance met; zero incidents for 10 years; Police confirmed, Surrounding properties sales, no complaints for 10 years and neighbors not showing to the hearing.<br><br>**Outcome: Denial** |
| Fence setback from ROW | 5 feet — APPROVED<br><br>**Staff: MET**<br>**Outcome: Approved** | Zero feet, placed directly on the right-of-way line<br><br>**Staff: MET**<br>**Outcome: Approved.** | ~7 feet — MORE setback than approved both 2016 cases.<br><br>**Outcome: Denial** |
| Permit Status | Installed without permit | Variance before permit | Installed without permit |
| Staff Recommendation | **APPROVAL** | **APPROVAL**<br>**By Tim Burman** | **DENIAL** |

As shown above, both the March 2016 and December 2016 cases are similar to this application across every Land Development Code criterion, yet all the applicant's variance produced an opposite outcome without a principled distinction appearing anywhere in the record. In March 2016, the City approved a six-foot corner lot fence at a five-foot setback from the right-of-way for aesthetic uniformity. Nine months later in December 2016, Tim Burman recommended approval for a six-foot corner lot fence placed directly on the right-of-way line at zero setback, an even more significant deviation from the code. In both cases, all six criteria were found satisfied and approval was granted. In contrast, the current application at 5968 Shady Creek Lane maintains a more conservative approximately seven-foot setback than either approved case, is supported by a ten-year zero-incident safety record confirmed by the Police Department, involves an atypical lot configuration acknowledged by staff itself as differing from the typical corner lot scenario, and is necessitated by the physical safety and medical well-being of a family member, a far more compelling hardship than aesthetics or screening preferences. Yet it was denied. During the 2026 hearing, the Planning

Commission failed to conduct any substantive discussion of the six LDC criteria or allow the Applicant to present all necessary evidence or a final response to public comment. Instead, the decision was biased by irrelevant HOA disputes that the City Attorney advised were not pertinent to the variance review. Despite the applicant being informed by the Community Development Director that they would have the "final word", the Commission moved immediately and quickly to a vote, denying the Applicant a fair opportunity to respond or present further. If the City's criteria were satisfied in both 2016 cases based on aesthetics, privacy, screening preferences, and yard size concerns, they must be considered satisfied here as a matter of equal treatment and reasonable accommodation. Denying a variance that creates no safety hazards, serves a medical purpose for safety, involves a more conservative setback than both prior approvals, and has a proven ten-year record, is inconsistent with the City's own administrative record given the precedent set in March 2016 Case No. 16-90000001 and December 2016 Case No. 16-90000009

## VI. CRITERION (B) SIMILLAR LANGUAGE TO OTHER APPROVED VARIANCES

The City of Port Orange's own staff reports in two separate approved variance cases, one from March 2016 and one from October 2025, contain criterion (b) language that is structurally and substantively identical to the criterion (b) argument documented in the VARC-26-0002 staff report.

| Case | Criterion (b) Language in Staff Report | Outcome |
|---|---|---|
| 2016 Case16-90000001 | "The special circumstances associated with the property is not a result of actions by the applicant. The lift station parcel was created as part of the subdivision in 1987." | (APPROVED) |
| 2025 VARC-25-0004 | "The special conditions are not the result of the current property owners. The lot was created in 1992, and the existing house was constructed in the current location in 1995. The current property owners purchased the home in 2016." | (APPROVED) |
| 2026 VARC-26-0002 | "The layout of the roadway, lots, and common areas predate the applicant's ownership of the property; the subdivision was developed in 1997, and the home was constructed in 2000, while the current property owner has only owned the home since 2007. The applicant believes these pre-existing conditions create unique circumstances that justify the requested variance and are not attributable to any action of the current owner." | (DENIED) |

The City of Port Orange's own administrative record reveals documented inconsistency in the evaluation of Criterion (b). Staff reports for two separately approved variance cases,

Case No. 16-90000001 (March 2016) and Case No. VARC-25-0004 (October 2025), utilize Criterion (b) analysis that is structurally and substantively similar to the logic presented in the VARC-26-0002 staff report.

Mr Burman also informed the planning commission during the hearing that the denial is based on ***"solely on code alone."*** Commissioner Thomas Jordan focused his question on asserting that the absence of a building permit was the Applicant's fault. This line of questioning persists despite the Applicant's evidence that the oversight was a contractor's administrative error, and more importantly, that the permit status is irrelevant to the legal standard of Criterion (b). Although the Applicant addressed this by demonstrating that the hardship stems from the unique layout of the atypical lot, a permanent condition established in 1997 that predates their 2007 purchase. Commissioner Jordan repeatedly focused on the issue of not obtaining a permit back in 2015, even though it was presented under the "History of The Fence" solely to provide background and explain why a permit was not obtained ten years ago due to a contractor slip up. This approach is fundamentally conflicted, as Commissioner Jordan has previously voted to approve other and similar applications, such as "2016 Case 16-90000001" where the "pre-existing layout" that was not created by the homeowners and a fence was not permitted rationale was accepted as satisfying the criteria for a variance.

As established in this appeal, the design, unique layout, and atypical configuration of the roads and property placement were permanent fixtures of the land long before the current ownership, meaning this situation is not a result of the Applicant's actions. A contractor's failure to obtain a permit in 2015 is an independent administrative matter that does not change the physical land conditions; those unique configurations alone stand to satisfy the criterion. Because similar language and rationale have been previously accepted by both staff and the Commission to grant variances, a clear precedent has been set that the applicant's Case No. VARC-26-0002 undeniably meets the legal standard for approval.

## VII. CONCLUSION

Every criterion required by Port Orange LDC Chapter 19, (a) through (f), is satisfied, and the evidence in the record proves it. This property is an atypical lot by the City's own definition. The fence sits outside the 25-foot visual clearance triangle, borders no residential property, and has coexisted with homes sold between $430,000 and $550,000 surrounding the subject fence in just the past few years, because the community accepted this fence long ago. No buyer pays over half a million dollars for a home if their view is not accepted. Homeowners in the subdivision were notified by certified mail, signage on the property, notice in the newsletter as well as HOA posted notes on both entrances. However, 99 out of 103 homeowners did not care to show up to the hearing or object to the fence, more importantly none of the homeowners surrounding the fence made an appearance or objected to its existence. The Port Orange Police Department confirmed zero safety incidents in ten years. Commissioner LeDuc, the only commission member who performed a due diligence visit to the site, found no sight line issues, described it as "aesthetically pretty", and voted yes. The mature landscaping that is higher than 6 feet surrounding this fence will remain regardless of any decision made,

meaning removing or lowering the fence produces zero visibility gain, zero public benefit, and one guaranteed outcome: a safety risk for a family member who depends on this enclosure for protected outdoor access. This Council should also note that Port Orange LDC Chapter 19, Section 1 expressly authorizes this exact variance as an ADA reasonable accommodation, a mandatory provision of the City's own ordinance that the Planning Commission never once acknowledged or discussed during its deliberation.

The process that produced this denial was inconsistent and procedurally flawed. The staff recommendation was admittedly based "solely on code," that standard alone would have required denial of every variance brought to this commission that has been approved in the past. The staff report contained a material factual error placing the fence closer to the right-of-way than it actually is, while both of the 2016 approved cases had their fences even closer and was unanimously approved.

The opposition consisted of HOA board members raising personal grievances, not one of whom presented evidence of a safety concern, a sight line problem, or any impact on neighborhood character. The Applicant was denied the opportunity to provide further evidence and respond to public comments that contained misinformation, including but not limited to a claim about HOA never approving the fence which is false information as evident by exhibit J. The Commission then voted 4–1 to deny the application without specifically identifying how the request failed to satisfy any of the required criteria, and without citing any safety concerns, the very type of harm the code is intended to prevent.

We acknowledge that a building permit was not obtained at installation 10 years ago, however, that administrative omission does not change what ten years of real-world performance confirms: this fence works, it is safe, it harms no one, it raises property value, make better use of land and it protects a family member who needs it. If this variance had been requested in 2015, we would have made the same arguments, the only difference today is that we have a decade of supporting safety data. Removing this fence serves no legitimate public purpose. It corrects nothing. It protects no one. It simply eliminates a structure needed for medical reasons because of a procedurally flawed decision based on inaccurate facts and inconsistency with the "2016 Case No. 16-90000001" and "2016 Case No. 16-90000009." The City Council is respectfully asked to look at the actual facts argued above, apply the criteria as written, honor the City's own precedent, and approve this variance. It is the right decision, and it is the consistent one.

## REFERENCES

- The applicant has a statutory right to respond to adverse testimony and submit rebuttal evidence.

  *Florida Statute §163.3215(3)(g): "All parties must have the opportunity to respond, to present evidence and argument on all issues involved, and to conduct cross-examination and submit rebuttal evidence."*

- Port Orange LDC Chapter 19 Section 1 expressly authorizes variances as ADA reasonable accommodations for persons with disabilities. This provision is mandatory, not discretionary, and the commission was required to evaluate this ground independently of the six general criteria.

  *""Variances may be granted under the authority of the Americans with Disabilities Act as reasonable accommodations based on the disabilities of any applicant or a member of the applicant's household. For purposes herein, reasonable accommodation and disabilities shall have the meanings provided under the Americans with Disabilities Act.""*

## EXHIBITS INCORPORATED BY REFERENCE

- Exhibit A: Staff Report, VARC-26-0002, City of Port Orange, April 2026
- Exhibit B: Appellant's Variance Presentation (PowerPoint), April 23, 2026
- Exhibit C: Official Video Recording, April 23, 2026 Planning Commission Hearing
- Exhibit D: Staff Report, Case No. 16-90000001, 868 Millers Way, March 24, 2016
- Exhibit E: Meeting Minutes, Case No. 16-90000001, Unanimous Approval, March 24, 2016
- Exhibit F: Staff Report, VARC-25-0004, 801 Pheasant Run Court, October 23, 2025
- Exhibit G: Meeting Minutes, Case No. VARC-25-0004, Unanimous Approval, October 23, 2025
- Exhibit H: Staff Report, Case No. 16-90000009, 5835 Wales Avenue, December 15, 2016
- Exhibit I: Meeting Minutes, Case No. 16-90000009, Unanimous Approval, December 15, 2016
- Exhibit J: HOA Approval Letter From 2015

Respectfully submitted,

**Peter Francis**
*Applicant/Appellant*

EXHIBIT: A

# STAFF REPORT

## CASE NO. VARC-26-0002

**Variance from LDC, Chapter 16, Section 3(b)(2)(f) and Section 3(b)(3)(a)**

| | |
|---|---|
| **REQUEST:** | Variance from Chapter 16, Section 3(b)(2)(f) and Section 3(b)(3)(a) of the Land Development Code (LDC), to allow a 6-foot-tall fence to be located less than 5 feet from the right-of-way in lieu of being placed in line with the front plane of the house. |
| **LOCATION:** | 5968 Shady Creek Lane (Figure 1 – Location Map) |
| **OWNERS:** | Victor Francis and Samia Fezy |
| **APPLICANT:** | Peter Francis |
| **STAFF RECOMMENDATION:** | Denial |
| **STAFF CONTACT:** | Tim Burman, Community Development Director, (386) 506-5675 |
| **PLANNING COMMISSION:** | April 23, 2026 |

## INTRODUCTION

The subject property is located at 5968 Shady Creek Lane, at the northwest corner where two segments of Shady Creek Lane intersect (Figure 1). The applicant is requesting a variance to allow an existing 6-foot-tall fence to remain in a secondary front yard setback less than 5-feet from the Shady Creek Lane right-of-way line in lieu of being placed in line with the front plane of the house as permitted. According to the applicant, the 6-foot-tall fence was installed about 10 years ago to provide privacy and safety for the well-being of a family member with a medical condition that lives at this address with the property owners.

**Figure 1. Location Map**



EXHIBIT: A

**DISCUSSION**

According to the Land Development Code (LDC), the subject property is a corner lot because it is adjacent to two public rights-of-way (intersection of two sections of Shady Creek Lane) and therefore has two front yards, a primary front yard and secondary front yard. The purpose of the citywide requirement regulating 6-foot-tall fences within the primary and secondary front yards of residential corner lots is to protect public safety and maintain neighborhood character by controlling the placement and height of fences adjacent to public rights-of-way.

For safety, the setback ensures that 6-foot-tall fences do not encroach into required sight triangles at street intersections and driveways. These sight triangles are needed for maintaining adequate visibility for motorists, pedestrians, and cyclists, particularly at corner lots where two street frontages intersect, and visibility conflicts are more likely to occur. By limiting fence height and requiring appropriate setbacks in these areas, the regulation reduces potential hazards associated with obstructed views of oncoming traffic and pedestrian activity.

In this case, the existing 6-foot-tall fence is located outside of the required 25-foot visual clearance triangle for the intersection of two public roadways. The 25-foot sight triangle is established by measuring 25 feet along each of the intersecting rights-of-way and connecting those points to define the area that must remain clear for visibility. Based on this configuration, the fence does not encroach into the sight triangle and is not anticipated to impact visual clearance for vehicles or pedestrians along Shady Creek Lane.

In addition to safety considerations, the requirement supports community design objectives by preserving visual openness within residential neighborhoods. Limiting the height and placement of fences in these areas helps ensure that views from neighboring homes and from the public right-of-way are not unnecessarily blocked. This maintains a more open and visually connected streetscape, where front yards, landscaping, and home façades remain visible and contribute to the overall aesthetic quality of the neighborhood.

Together, these provisions balance safety and livability by ensuring that fencing within visible front yard areas does not block intersection visibility while also preventing front-facing residential areas from being enclosed in a way that reduces openness and visibility along the street.

For the subject property, the east property line along Shady Creek Lane is the primary front yard and the south property line along Shady Creek Lane is the secondary front yard (Figure 1). Both streets are local public roads. According to the LDC, a 6-foot-tall fence in a secondary front yard must be set back either in line with the front plane of the home (approximately 10 - 27 feet from the secondary front lot line) or to the zoning district front yard setback (30 feet), whichever is less (Figure 2). Therefore, the LDC allows a 6-foot-tall fence to be installed up to the front plane of the house.

In this case, while the lot includes a secondary front yard, it does not directly abut any single-family residential lots where a 6-foot-tall fence would obstruct views from adjacent homes. In addition, the proposed fence location is outside of the required sight triangle

EXHIBIT: A

areas, and therefore does not interfere with intersection visibility or roadway safety (Figure 2).

Therefore, there are two options for a fence on the subject property that would meet the LDC requirements: 1) A 4-foot-tall fence installed up to 5-feet from the right-of-way for the a primary front yard and secondary front yard; or 2) a 6-foot-tall fence installed in line with the front plane of the house for the a primary front yard (30 feet) and the secondary front yard (10 - 27 feet).

**Figure 2. Existing Fence Location Compared to Permitted Fence Location**




It should be noted that a 6-foot-tall fence currently exists along the rear property line and extends into the secondary front yard; however, that rear fence is not part of the current variance request. It is located within the HOA common area and is outside the subject property boundary. The variance request applies only to the portion of fence located within the south secondary front yard along the Shady Creek Lane right-of-way on the subject property. The existing 6-foot-tall fence on HOA property is being addressed separately and is not included in this request.

EXHIBIT: A

**BACKGROUND**

The subject property contains a single-family home built in 2000. The applicant states that approximately 10 years ago, a 6-foot-tall fence was installed roughly 5 feet from the south property line along the Shady Creek Lane right-of-way. According to City records, no permit was issued for this portion of the fence. In the applicant's variance request letter, he notes that the fence was installed around 2016 and has remained in place for nearly 10 years with no known complaints to Code Enforcement, the City, or the homeowners' association, aside from a single complaint received by Code Enforcement in 2024, and with no identified adverse impacts to surrounding properties.

As indicated in the applicant's variance request letter, the primary reason for installing the 6-foot-tall fence is to address the safety and well-being of a family member with a medical condition who resides at the property. According to the applicant, the fence serves as a necessary protective measure, allowing this individual to be outdoors within a secure, enclosed yard.

The applicant has stated that a 4-foot-tall fence would not provide adequate security for their family member with a medical condition, as it could be easily climbed or crossed, whereas a 6-foot-tall fence provides an appropriate level of protection while still allowing safe outdoor access. The applicant also notes that similar fence heights are commonly used in residential and care settings for individuals with comparable needs. Based on these concerns, the applicant is requesting a variance to allow the existing 6-foot-tall fence along Shady Creek Lane to remain.

Based on discussions with the applicant, he acknowledges that a permit should have been obtained prior to the installation of the fence. However, the applicant has indicated that if a permit had been requested and subsequently denied in 2016 due to the fence height, he would have pursued a variance to seek approval for the 6-foot-tall fence based on the same safety considerations described above.

**REVIEW OF VARIANCE CRITERIA**

Chapter 19, Section 1 of the Land Development Code (LDC), outlines the criteria to be used in determining whether the requested variance should be granted. The following summarizes these criteria, along with relevant staff information and the applicant's justification for the variance:

a) *Special conditions and circumstances exist which are peculiar to the land, structure or building involved, and which are not applicable to other lands, structure or buildings in the same zoning district.*

This criterion typically refers to conditions or circumstances such as steep slope, presence of historic trees, odd lot shape, etc. that might make installing a 6-foot-tall fence in line with the front plane of the home impractical. There are no special conditions or circumstances which are peculiar and would otherwise prevent installation of either a 6-foot-tall fence in line with the front plane of the home or a 4-foot-tall fence a minimum of 5 feet from the right-of-way along Shady Creek Lane in accordance with the Land Development Code (LDC).

**EXHIBIT: A**

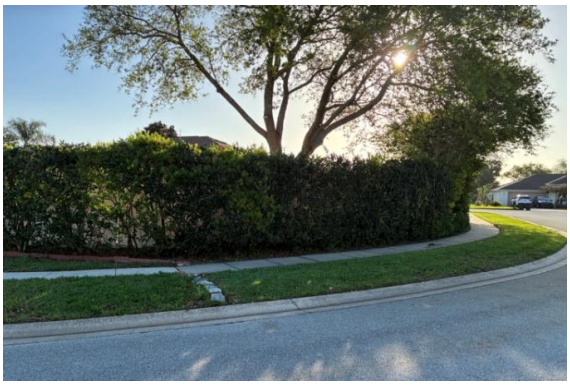
The subject property is a corner lot that has two front yards according to the LDC, which is not a unique condition or circumstance. The subject property is developed with a single-family home. The lot size of the subject property (11,325 SF) exceeds the lot size requirement (9,600 SF) for a corner lot in the Sawgrass Point Planned Unit Development (PUD) zoning district.

According to the applicant, although the property is classified as a corner lot, it differs from a typical residential corner lot because the secondary front yard does not abut another single-family residence, but instead borders a HOA-owned common area. As a result, the applicant asserts that the 6-foot-tall fence does not negatively impact the visibility, aesthetics, or enjoyment of neighboring residential properties. The applicant further notes that the fence provides additional privacy for the subject property from pedestrians and vehicles traveling east on Shady Creek Lane.

The applicant also states that existing mature hedges and landscaping located outside the fence line exceed 6 feet in height and already provide substantial visual screening of the fence (see pictures below). Because landscaping is not regulated under the Land Development Code in the same manner as fence height (provided it does not obstruct sidewalks or roadway visibility), similar screening would remain in place even if the fence were reduced to 4 feet in height.

In addition, the applicant states that the fence does not obstruct visibility near intersections and that there are no known traffic incidents, police reports, or safety concerns associated with its placement. Landscaping along the south side of the property also screens much of the fence from adjacent homes, further reducing its visual impact.

Staff have confirmed with the Police Department that there have been no reported accidents or safety incidents at the intersection of Shady Creek Lane and Shady Creek associated with the fence.



*Picture of subject property/fence looking east*



*Picture of subject property/fence looking west*

**EXHIBIT: A**



*Picture of subject property/fence looking west from intersection of Shady Creek Lane and Shady Creek Lane*

b) *The special conditions and circumstances are not the result of the applicant's actions.*

There are no special conditions or circumstances.

According to the applicant there are special conditions or circumstances, specifically, that the layout of the roadway, lots, and common areas predate the applicant's ownership of the property; the subdivision was developed in 1997, and the home was constructed in 2000, while the current property owner has only owned the home since 2007. The applicant believes these pre-existing conditions create unique circumstances that justify the requested variance and are not attributable to any action of the current owner.

c) *Literal interpretation and enforcement of the development code regulations would deprive the applicant of rights commonly enjoyed by other properties in the same zoning district under the terms of the development code and would work unnecessary and undue hardship on the applicant.*

When a new fence is installed, it is required to comply with the current requirements of the Land Development Code. These standards are intended to protect public safety and maintain neighborhood character by regulating the placement and height of fences located within primary and secondary front yard areas adjacent to public rights-of-way. From a safety standpoint, the requirements ensure that fences do not encroach into required sight triangles at street intersections and driveways, where clear visibility is necessary for motorists, pedestrians, and cyclists, particularly in corner lot conditions where two street frontages intersect.

EXHIBIT: A

In addition, the regulations support neighborhood design objectives by limiting visual obstructions within front yard areas that contribute to the public-facing character of residential subdivisions. These provisions help ensure that front yards, home façades, and streetscapes remain open and visible, rather than enclosed by tall fencing along the roadway.

For corner lots, these standards apply to both primary and secondary front yard areas regardless of adjacent conditions. However, the Land Development Code still provides flexibility in fence placement and height, allowing a 4-foot-tall fence to be installed within the front yard setback closer to the right-of-way, or a 6-foot-tall fence to be installed in alignment with the front plane of the home, provided applicable setback requirements are met.

In this case, the subject property's configuration, with its secondary front yard adjacent to a HOA-owned common area rather than a residential lot, presents a condition that differs from the typical corner lot scenario the standards are primarily intended to address. Based on the current layout, the 6-foot-tall fence does not appear to create the types of impacts the code is designed to prevent, as it does not obstruct required sight triangles, does not interfere with intersection visibility, and does not negatively affect visibility or access related to adjacent residential properties or public safety considerations.

According to the applicant, the variance is requested to allow the existing 6-foot-tall fence to remain in its current location along the Shady Creek Lane right-of-way. The applicant notes that this condition differs from a typical corner lot scenario because the secondary front yard does not abut another residential property but instead fronts a HOA-owned common area. As a result, the applicant asserts that the fence does not impact adjacent residential properties, does not interfere with intersection visibility or sight triangles, and is screened in part by existing landscaping.

The applicant further states that the fence provides enhanced privacy from vehicles and pedestrians traveling along Shady Creek Lane, as well as an added level of safety and security for a family member with a medical condition residing at the property.

d) *The variance, if granted, is the minimum variance necessary to make possible reasonable use of the land, building or structure.*

Although not the applicant's preference, the property owners could install a fence that complies with the setback requirements of the LDC. Doing so would require removing the existing fence and either replacing it with a 4-foot-tall fence or installing a 6-foot-tall fence in line with the front plane of the house from the Shady Creek Lane right-of-way.

According to the applicant, keeping the existing 6-foot-tall fence in its current location is necessary to allow reasonable use of the property by providing safety

EXHIBIT: A

and security for a family member with a medical condition who lives at the home. The applicant states that the fence, as it is currently placed, does not affect neighboring residential properties or block sight lines for drivers or pedestrians in the subdivision.

Staff have confirmed with the Police Department that there have been no reported accidents or safety incidents at the intersection of Shady Creek Lane and Shady Creek related to the fence. In addition, there are existing mature hedges and landscaping outside the fence line that are over 6 feet tall and already block much of the view of the fence. Since landscaping is not regulated in the same way as fence height under the Land Development Code (as long as it does not block sidewalks or roadway visibility), similar landscape would remain even if the fence were reduced to 4 feet.

Based on these conditions, the applicant believes keeping the fence in its current location is the smallest change needed to allow reasonable use of the property while meeting the stated safety and security needs.

e) *Granting of the variance request will not confer on the applicant any special privilege that is denied by the development code to other lands, buildings, or structures in the same zoning district.*

According to the applicant, the subject property is not a typical corner lot. The secondary front yard does not abut or directly adjoin any single-family residential lot but instead borders a HOA-owned common area. As a result, the 6-foot-tall fence does not affect the view, privacy, or enjoyment of any neighboring residential property.

The applicant further notes that this condition differs from most corner lots in residential subdivisions, which typically directly abut other single-family homes along one or more front yard exposures. In this case, there are no adjacent residential lots along the secondary frontage that would experience view obstruction or other impacts from the fence.

In addition, the fence is not located in a position that impacts visibility clearance at the intersection or within required sight triangles, and it does not interfere with the safe movement of vehicles or pedestrians. Based on these conditions, the applicant states that the fence in this location does not create the typical impacts associated with corner lots where fences may directly face or border other homes or obstruct intersection visibility. Accordingly, allowing the 6-foot-tall fence to remain would not provide a special advantage compared to similarly situated properties, since it does not reduce visibility or affect adjacent residential use or safety.

EXHIBIT: A

*f) The granting of the variance will be in harmony with the general intent and purpose of this code and will not be injurious to the surrounding properties or detrimental to the public welfare.*

The fence requirements in the LDC are intended to protect the health, safety and general welfare of the citizens of the city, and to enhance the appearance, function and livability of the city and improve the overall quality of life within the community. The intent of the city-wide setback requirement for a residential 6-foot-tall fence in a front yard is to ensure fences that abut streets in residential subdivisions with a narrow right-of-way width are set back off the right-of-way line to provide adjacent properties adequate visual sight lines from their home.

The height and location of the proposed fence is inconsistent with other fences in the neighborhood installed consistent with the LDC. There are 12 corner lots in Sawgrass Point subdivision and 3 of them have fences that conform to the fence height/setback requirements of the LDC and the rest have no fence (Figure 3).

The location of the existing 6-foot fence is located outside of the 25-foot visual clearance triangle requirement for intersections of two public roadways. The 25-foot visual triangle is determined by measuring 25-feet along the two intersecting rights-of-way that form the intersection then connecting those two points and measuring. If a variance is approved, the fence is not anticipated to impact visual clearance for vehicles and pedestrians along Shade Creek Lane.

**Figure 3. Corner Lots in Sawgrass Point Subdivision**



EXHIBIT: A

The applicant notes that the fence, installed around 2016, has remained in place for nearly 10 years with no known complaints, aside from a single complaint received by Code Enforcement in 2024. Staff have confirmed with the Police Department that there have been no accidents or safety incidents at the intersection of Shady Creek Lane and Shady Creek associated with the fence.

g) *The variance represents a reasonable disposition of a claim brought under the Bert J. Harris Private Property Rights Protection Act, chapter 95-181, Laws of Florida, that a development order of the city has unreasonably burdened the applicant's property, based upon the recommendations of the special master appointed in accordance with the act, or the order of a court as described in the act.*

The variance requested is not based upon a claim brought under the Bert J. Harris Private Property Rights Protection Act.

**PUBLIC NOTICE**

Public Notices regarding the variance were posted in the *News-Journal* and mailed to adjacent property owners and the property was posted with a public notice sign, as required by the LDC. As of April 17, 2026, staff have received two phone calls regarding the proposed variances.

**RECOMMENDATION**

Based on the findings of this report, staff recommends denial of the variance from Chapter 16, Section 3(b)(2)(f) and Section 3(b)(3)(a) of the LDC to allow for a secondary front yard setback of less than 5 feet for the existing 6-foot-tall fence.

However, if the Planning Commission recommends approval of the variance, it should be limited to the existing fence installed within the secondary front yard setback and should not permit any additional fencing within that setback area.

**ATTACHMENT**

Exhibit 1 – Applicant's Request Letter

EXHIBIT: A

## Exhibit 1 – Applicant's Request Letter

5968 SHADY CREEK LN
PORT ORANGE, FL 32128

**Proposed Development Variance Description – Fence**

The existing fence was installed approximately in 2015–2016, nearly ten (10) years ago. The fence has remained in place for close to a decade prior to any complaint being received by Code Enforcement regarding its height. During this extended period, there have been no known complaints submitted to the City or the homeowners' association, nor have there been any identified adverse impacts to surrounding properties.

The fence is set back approximately five (5) feet from the right-of-way and does not obstruct or impede visibility at or near the intersection of Shady Creek Lane. To the best of the property owners' knowledge, there have been no traffic incidents, police reports or safety concerns attributable to the presence of the fence.

Although the property is classified as a corner lot, it does not function as a traditional corner lot. The secondary front yard abuts a homeowners' association-owned common area rather than another residential property. As a result, the six (6) foot fence does not negatively affect the visibility, aesthetics, or enjoyment of neighboring residences.

The fence provides practical benefits, including enhanced privacy and reduction of vehicle headlight intrusion into the home during nighttime hours. Additionally, there is an existing hedge and dense landscaping located outside of the fence line that exceeds six (6) feet in height, effectively obscuring the fence from view. If the fence height were reduced to four (4) feet, the hedge would remain, resulting in a similar barrier along Shady Creek Lane.

The primary reason for installing the six (6) foot fence in 2015–2016 relates to the safety and well-being of a family member with a medical condition. The fence serves as a necessary protective measure to prevent unsupervised exit from the enclosed yard area. A four (4) foot fence would not provide adequate containment, as it could be easily climbed or crossed, whereas the six (6) foot fence provides an appropriate level of security while still allowing safe outdoor access. Similar fencing heights are commonly utilized in residential and care settings for individuals with comparable needs.

Based on these factors, the existing fence has functioned without issue for nearly a decade and has not negatively impacted public safety, as demonstrated by its long-standing presence without any incidents. It has also not adversely affected community aesthetics. The variance request is respectfully submitted for consideration.

EXHIBIT: D

# STAFF REPORT

**VARIANCE FROM LDC CHAPTER 16, SECTION 3(b)(2)(b)**
**CASE NO. 16-90000001**

| | |
|---|---|
| **REQUEST:** | Variance from the Land Development Code (LDC) to reduce the setback from a right-of-way for a 6-foot tall privacy fence from 30 feet to 5 feet. |
| **LOCATION:** | 868 Millers Way |
| **PROPERTY OWNER/ APPLICANT:** | Rollin A. Tobie |
| **STAFF RECOMMENDATION:** | **APPROVAL** |
| **STAFF CONTACT:** | Gwen Perney, Planner (386) 506-5673 |
| **PLANNING COMMISSION DATE:** | March 24, 2016 |

**BACKGROUND/DISCUSSION:**

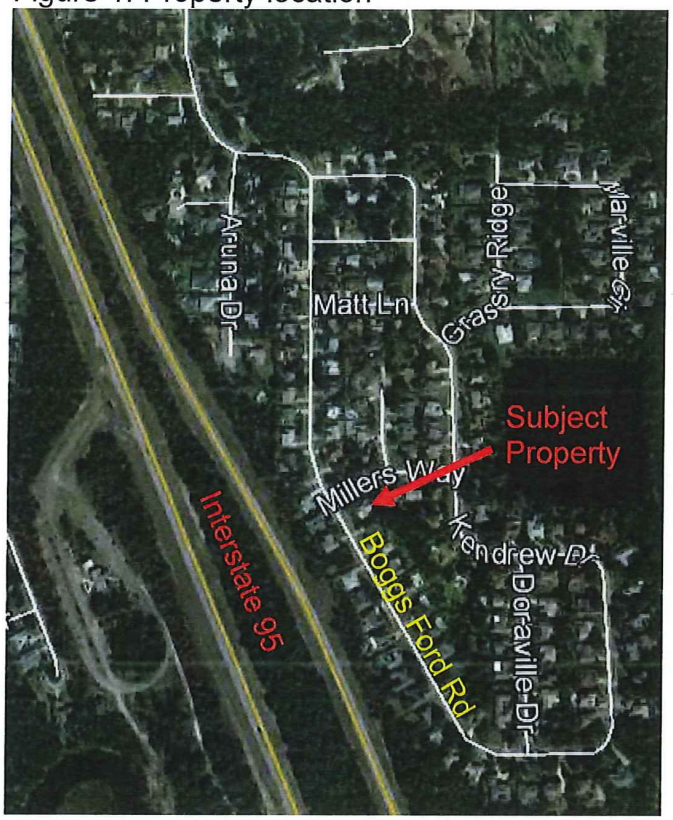
The applicant is requesting the variance to allow a fence constructed in the fall of 2015 on the subject property to remain in its current location. The fence was constructed without a building permit. On December 3, 2015, Code Enforcement notified the property owner that a building permit for the fence was required. In December 2015, the applicant met with staff to review the necessary building permit application and staff identified that the 6-foot tall fence did not meet the required 30-foot setback from the Boggs Ford Road right-of-way.

The fence application has been reviewed by staff and meets all other code requirements. The applicant is requesting approval of the variance to reduce the 30-foot setback requirement from the right-of-way to a 5-foot setback and to allow the constructed 6-foot fence to remain.

The applicant's lot is located at the corner of Boggs Ford Road and Millers Way (Figure 1). According to the Land Development Code, any portion of a lot that abuts a right-of-way is considered a front yard and a 6-foot tall fence is to be located beyond the front yard setback line. The setback requirement for a 6-foot fence is intended to provide the homes adjacent to a corner lot with adequate sight lines of the right-of-way from their home. The Land Development Code does allow a 4-foot tall fence within the front yard setback because adequate sight lines of the right-of-way can still be met. The 6-foot tall fence the applicant had installed is located approximately 5 feet from the Boggs Ford Road right-of-way and would have to be approximately 30 feet from the right-of-way to meet code requirements.

**EXHIBIT: D**

Figure 1. Property location




At the front corner of the applicant's lot, there is a small parcel of land owned by the City of Port Orange that is the location of a utility lift station (Figure 2). The 6-foot fence installed by the City around the lift station is allowed, according to the City screening standard for lift stations, and is located outside the 25-foot visual clearance angle measured at the intersection of Boggs Ford Road and Millers Way. According to Public Utilities Department staff, there are only a few locations in the City where a lift station parcel is located in the front yard of a residential lot. The lift station parcel is a 25' X 30' lot platted on the Skylake subdivision plat. The subdivision plat was recorded in 1987.

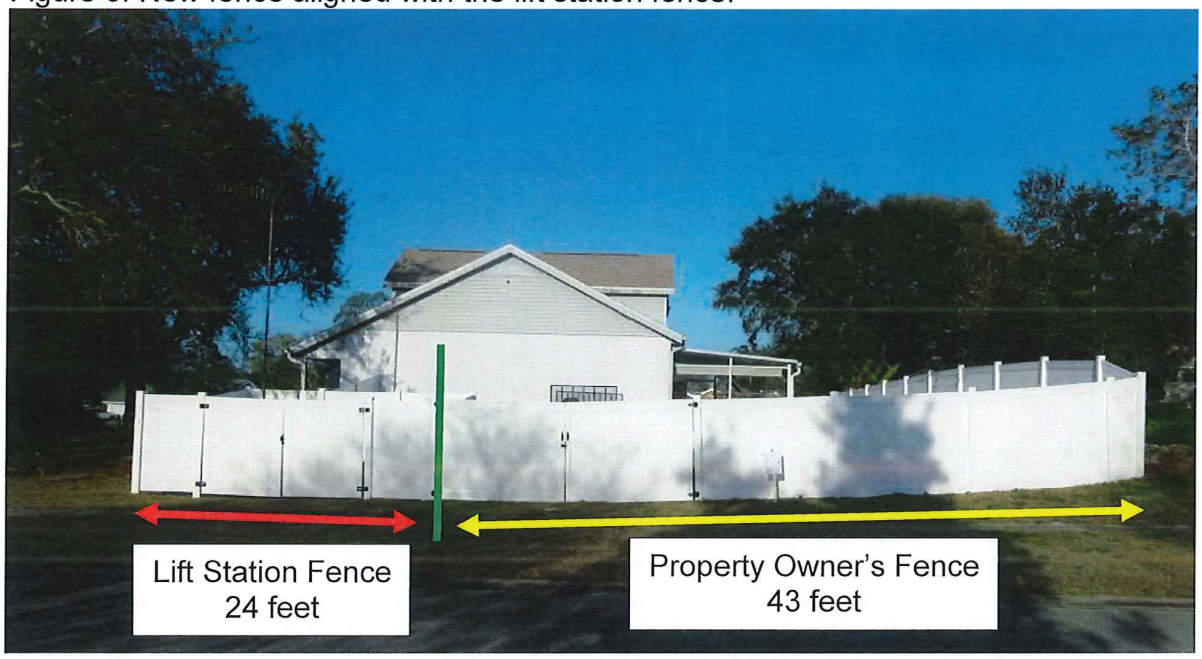
Figure 2. Lift station and previous 4-foot fence (2014)



**EXHIBIT: D**

Prior to submitting the variance application, the applicant appeared before the City Council on March 1 and had the variance application fee and building permit penalty fees waived for installing the fence without a permit. At the meeting, the applicant indicated that the 6-foot fence was installed to match the 6-foot fence installed around the City's lift station property and to provide additional screening of his rear yard from the traffic on Boggs Ford Road. Although the Council did not formally hear a variance case, the members discussed the location of the fence and the justifications for the variance due to the location of the lift station fence. They also discussed how the continuous 6-foot fence improved the appearance of the area.

Figure 3. New fence aligned with the lift station fence.




**REVIEW OF VARIANCE CRITERIA:**

Chapter 19, Section 1, LDC, lists the review criteria that are used to determine whether a variance request should be granted. These criteria, accompanied by staff's analysis, are as follows:

a) *Special conditions and circumstances exist which are peculiar to the land, structure, or building involved, and which are not applicable to other lands, structures or buildings in the same zoning district.*

There is a special circumstance that exists on the subject property. At the front corner of the applicant's lot, there is a small parcel of land owned by the City of Port Orange that is the location of a utility lift station enclosed with a 6-foot tall PVC fence. According to Public Utilities Department Staff, there are only a few locations in the City where a lift station parcel is located in the front yard of a residential lot.

**EXHIBIT: D**

The intent of the 30-foot setback requirement for a residential 6-foot fence in a front yard is to ensure fences that abutted residential streets in residential subdivisions with a narrow right-of-way width are set back off the right-of-way line to provide adequate visual sight lines of the rights-of-way from their home. In this case, there appears to be sufficient space between the existing 6-foot fence and the Boggs Ford Road right-of-way line for adequate visual clearance for vehicles and pedestrians traveling along Boggs Ford Road. In addition, the 6-foot fence installed around the lift station is allowed, according to the City screening standard for lift stations, and is located outside the 25-foot visual clearance triangle measured at the intersection of Boggs Ford Road and Millers Way.

b) *The special conditions and circumstances are not a result of actions of the applicant.*

The special circumstances associated with the property is not a result of actions by the applicant. The lift station parcel was created as part of the subdivision in 1987.

c) *Literal interpretation and enforcement of the development code regulations would deprive the applicant of rights commonly enjoyed by other properties in the same zoning district under the terms of the development code, and would work unnecessary and undue hardship on the applicant.*

The City requires a 6-foot fence to be installed around a lift station to secure and screen the equipment. According to Public Utilities Department Staff, there are only a few locations in the City where a lift station parcel is located in the front yard of a residential lot. The enclosed lift station takes up ±400 square feet of the applicant's side yard, denying him the use of that area.

The applicant stated he installed a 6-foot fence on his property to create a uniform fence line along Boggs Ford Road. The applicant also stated he wanted to enclose his yard to match the lift station fence for aesthetics. Other properties with a side corner setback along a local street, would not have an inconsistent fence height with installing a 4-foot tall fence alongside a 6-foot tall lift station enclosure.

Figure 4. View of the fence from Boggs Ford Road



EXHIBIT: D

d) *The variance, if granted, is the minimum variance necessary to make possible the reasonable use of the land, building, or structure.*

The variance is not necessary to make reasonable use of the property because a fence can be installed on the subject property. While the 30 foot setback for a 6-foot tall fence does reduce the size of the side/rear yard, the requested 5-foot setback is not the minimum variance necessary to make reasonable use of the applicant's property.

In this case, the applicant does not prefer to relocate the fence or modify the appearance of the fence to comply with code requirement. The applicant chose to request the variance to allow the new fence to remain in the current location 5-feet from the Boggs Ford Road right-of-way. The applicant also stated that the 6-foot tall fence is necessary for his family's needs for privacy and security for his children and dog.

Meeting the setback requirement would require the 6-foot fence to be moved and reconstructed 30-feet from the Boggs Ford Road right-of-way or for the height of the fence to be reduced from 6-feet to 4-feet. According to the applicant, based on the type of fence (PVC), reducing the height of the existing fence would not be an option.

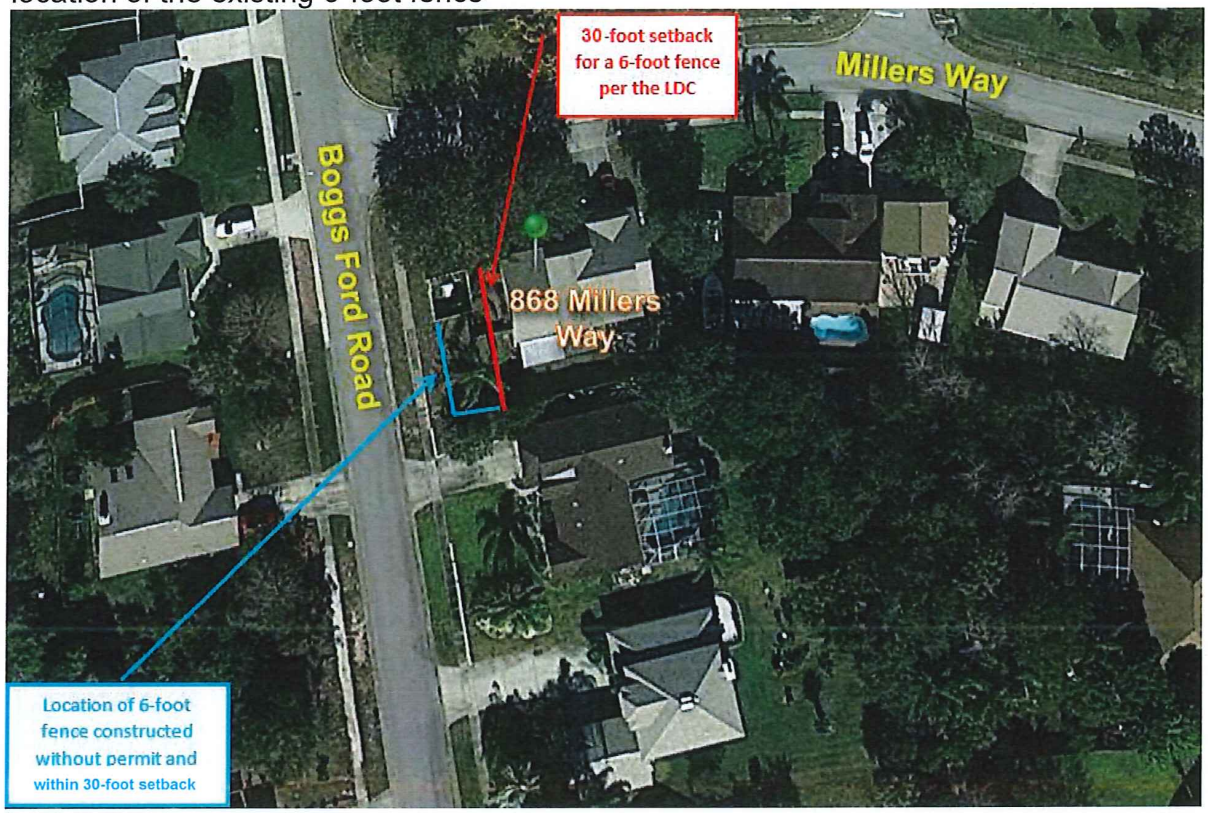
e) *Granting the variance request will not confer on the applicant any special privilege that is denied by the development code to other lands, buildings, or structures in the same zoning district.*

Due to the platting of a parcel for a lift station and the City's screening standards for a lift station that require a 6-foot opaque fence parcel around the lift station, granting of the setback variance for the 6-foot tall fence will not confer upon the applicant special privileges denied to other properties in this zoning district. As mentioned above, there are only a few locations in the City where a lift station parcel is located in the front yard of a residential lot.

According to the applicant, he installed the 6-foot tall fence to match the fence installed by the City around the lift station and so that the fence line along Boggs Ford Road would be a consistent 6-foot fence to create a uniform fence line. If the fence was installed according to the LDC, the fence line along Boggs Ford Road would consist of sections of 4-foot and 6-foot fencing.

**EXHIBIT: D**

Figure 5. Red line indicates where 6-foot fence is allowed. Blue line indicates location of the existing 6-foot fence




f) *The granting of the variance will be in harmony with the general intent and purpose of this code, and will not be injurious to the surrounding properties or detrimental to the public welfare.*

The location of the fence does meet the LDC's ten (10) foot visual clearance triangle requirement for the intersection of Boggs Ford Road and a residential driveway. The ten foot visual triangle is derived by measuring ten feet along the right-of-way and residential driveway that form the intersection then connecting the two measured points. All fences, walls, shrubs, trees, signs or other obstructions are to be located behind the measured triangle. If the variance is approved, the fence is not anticipated to impact visual clearance for vehicles and pedestrians along Boggs Ford Road or the property adjacent to the applicant's property.

There is approximately 15 feet of distance from the pavement edge of the Boggs Ford Road travel lanes to the right-of-way line. The LDC does not provide any mechanism for the 5-foot setback for a 6-foot tall fence from a right-of-way line requirement to be waived based on the fence being located outside the visual clearance triangle.

**EXHIBIT: D**

Figure 6. View of fence facing south on Boggs Ford Rd. showing visual clearance




Moving the fence 30 feet in from the right-of-way line or requiring a 4-foot tall fence would create a non-uniform fence line along Boggs Ford Road. If the variance is approved, the fence would remain in line with the other fence installed around the City's lift station along Boggs Ford Road.

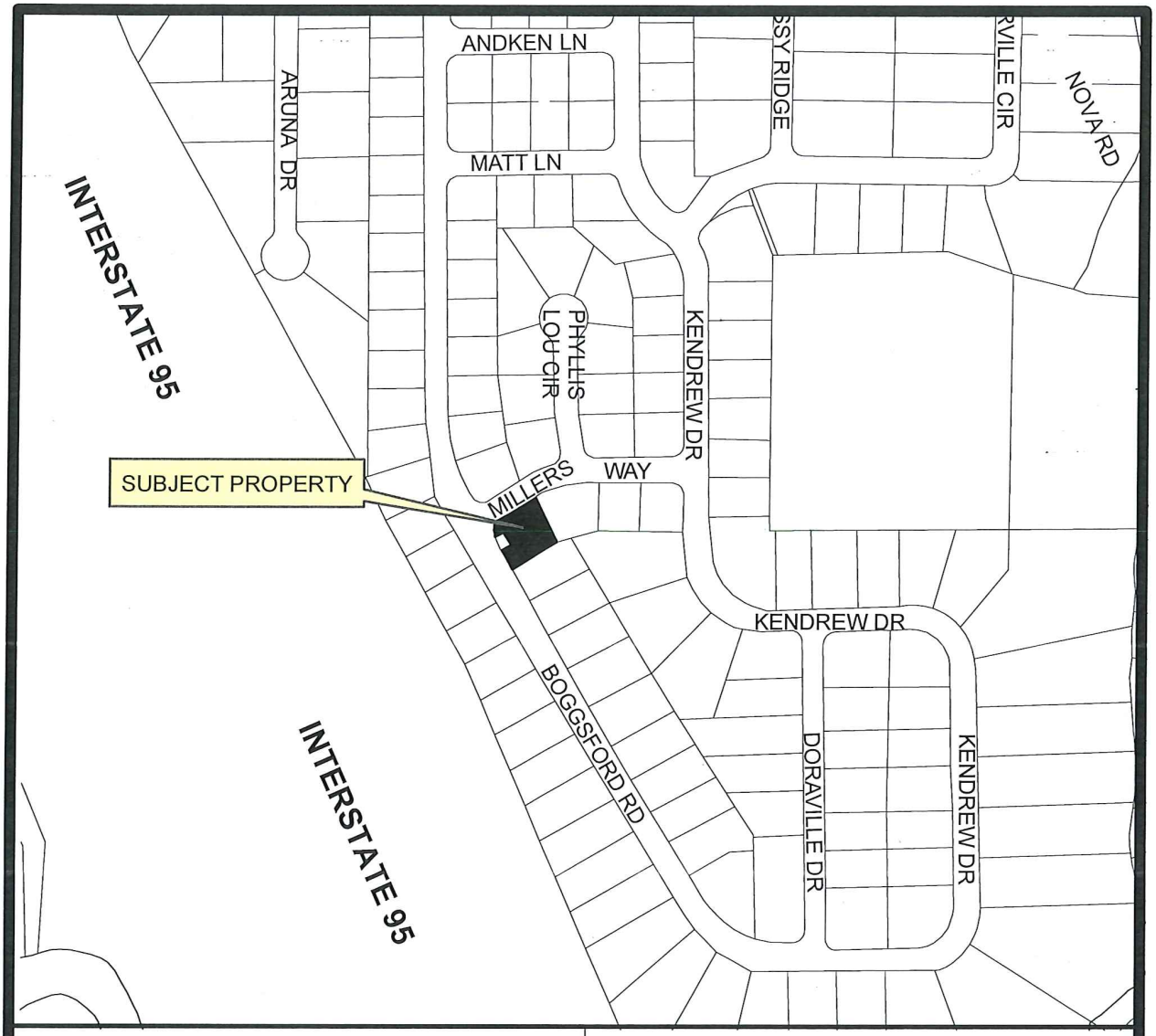
g) *The variance represents a reasonable disposition of a claim brought under the Bert J. Harris Private Property Rights Protection Act, chapter 95-181, Laws of Florida, that a development order of the city has unreasonably burdened the applicant's property, based upon the recommendations of the special master appointed in accordance with the act, or the order of a court as described in the act.*

The variance requested is not based on a claim brought under the Bert J. Harris Private Property Rights Protection Act.

**RECOMMENDATION:**
Staff recommends approval of the variance request to allow a 6-foot tall fence to remain with a 5-foot side yard setback in lieu of the 30-foot setback required by code.

**EXHIBIT: D**

**EXHIBIT A**




**Case No.:** 16-90000001

**Applicant/ Owner:** Rollin A. Tobie

**Location:** 868 Millers Way

**Requested Action:**
Variance to reduce the front yard setback of a 6-foot tall privacy fence from 30 feet to 5 feet

LOCATION MAP

# CITY OF PORT ORANGE

DEPARTMENT OF COMMUNITY DEVELOPMENT

N W E S

**EXHIBIT: E**

PLANNING COMMISSION MEETING MINUTES
CITY OF PORT ORANGE
1000 CITY CENTER CIRCLE
COUNCIL CHAMBERS
MARCH 24, 2016

THE REGULAR MEETING OF THE PLANNING COMMISSION of the City of Port Orange was called to order by Chairman Sonya Laney at 5:30 p.m.

Pledge of Allegiance

Silent Prayer

ROLL CALL: Present: Lance Green
John Junco
Newton White
Mike Arminio
Thomas Jordan
Frank Crooks
Sonya Laney

Also Present: Matthew Jones, Assistant City Attorney
Robin Fenwick, City Clerk

**B. DISCUSSION/ACTION**

4. Consideration of Minutes

- Memorandum of Voting Conflict for Lance Green must be read publicly

Prior to the meeting, Commissioner White asked the City Clerk to expand the discussion and questions for the Riverwalk item (#7) on the February 25, 2016 meeting minutes. That was done and a revised draft of the minutes was distributed via email. All commissioners have reviewed those revised draft minutes and are prepared to vote on same.

Motion to approve the minutes was made by Commissioner Crooks, and seconded by Commissioner Arminio. Motion carried unanimously by roll call vote.

Chair Laney read the Memorandum of Voting Conflict for Lance Green from the February 25, 2016 meeting.

EXHIBIT: E

Chair Laney asked for approval to hear item #6 prior to item #5.

5. Case No. 16-90000001
VARIANCE/868 MILLERS WAY

A variance from Chapter 16, Section 3(b)(2)(b) of the Land Development Code (LDC) to allow a 6-foot tall privacy fence to be set back 5 feet from the Boggs Ford Road right-of-way in lieu of the required 30-foot setback.

Staff Contact: Gwen Perney (386) 506-5673/gperney@port-orange.org

Gwen Perney, Planner, explained the variance details. The new fence was installed to match the City's fence at the lift station on the property.

Chair Laney asked if there was anything that would obligate the Commission to approve future requests or is this unique because of the lift station. Ms. Perney said it is unique because of the lift station.

Motion to approve was made by Commissioner Arminio, and Seconded by Commissioner Jordan. Motion carried unanimously by roll call vote.

6. Case No. 16-40000002
FIRST AMENDMENT TO THE WOODHAVEN PLANNED UNIT DEVELOPMENT MASTER DEVELOPMENT AGREEMENT AND CONCEPTUAL DEVELOPMENT PLAN
South of Spruce Creek, east and west of I-95, west and north of Williamson Boulevard

A request to amend the Woodhaven Planned Unit Development (PUD) Master Development Agreement (MDA) and Conceptual Development Plan (CDP) to remove language from the MDA that required the construction of Martin Road and remove Martin Road from the CDP.

Staff Contact: Penelope Cruz (386) 506-5671/pcruz@port-orange.org

Penny Cruz, Planner, explained details of the project. This is the zoning component of the project.

There were no questions of the Commissioners.

EXHIBIT: E

Motion to approve was made by Commissioner Crooks, and Seconded by Commissioner Arminio.

There were no public comments

Motion carried unanimously by roll call vote.

**C. OTHER BUSINESS**

7. Development Activity Report

Commissioner Green asked if the Vystar Credit Union project came before the Commission. Mr. Burman said it went through Staff approval accept for the variance for the access point off of Dunlawton Avenue.

Commissioner Arminio asked if there is a way to ensure a verbal agreement made on a waiver of fees on a lien is honored. Mr. Burman said it is a Council decision that they could require to be put in writing but that's a legal issue.

Commissioner Jordan asked about the improvements at the Port Orange Auto Pawn. He asked if the changes being made to the parking area is within the City's Codes. Mr. Burman said the improvements are all within the City's Codes.

8. Commissioner Comments

Chair Laney had a discussion and defended the Commission when allegations were made that they had not properly or completely vetted the Serenity Hills project.

9. Staff Comments: There were none.

**PUBLIC COMMENTS:** There were none.

**ADJOURNMENT:** 5:48 p.m.

_____

Chairman Sonya Laney

# STAFF REPORT

**EXHIBIT: F**

**CASE NO. VARC-25-0004**

**Variance from LDC, Chapter 17, Section 27**

| | |
|---|---|
| **REQUEST:** | Variance from the Land Development Code (LDC) to reduce the minimum front yard setback from 40 feet to 32.49 feet to allow for the construction of an addition to an existing single-family home. |
| **LOCATION:** | 801 Pheasant Run Court |
| **OWNERS/APPLICANTS:** | Peter and Leticia Ferreira |
| **STAFF RECOMMENDATION:** | Approval |
| **STAFF CONTACT:** | Suzette Cameron, Senior Planner, (386) 506-5676 |
| **PLANNING COMMISSION:** | October 23, 2025 |

## INTRODUCTION

The subject property is a 1-acre lot located at 801 Pheasant Run Court, on the north side of Pheasant Run Court, east of Hensel Road. The property owners are requesting the variance to reduce the secondary front yard setback along Hensel Road, from 40 feet to 32.49 feet to allow the construction of a 20-foot x 53-foot, two-story addition to their existing single-family home. The subject property is a corner lot and according to the Land Development Code (LDC), a corner lot has two front yards, with Pheasant Run Court being the primary front yard and Hensel Road the secondary front yard. If approved, the variance would allow the addition to encroach 7.51 feet into the 40-foot secondary front yard building setback.

**Figure 1. Location Map**



**EXHIBIT: F**

## DISCUSSION

According to the property owners, the requested variance is to allow a 20-foot x 53-foot addition to be built on the west side of their home, at a distance of 32.49 feet from the west (Hensel Road) property line. According to the LDC, a 40-foot setback is required along the west property line adjacent to Hensel Road (See Figure 2). The property owners state that the proposed addition to their home is to accommodate the long-term needs of their family, including the potential need to care for their elderly parents within the home.

The subject property is zoned Rural Residential (RR), a Single-Family Residential Zoning District and is Lot 16 of the Pheasant Run Subdivision; a residential subdivision platted in 1992. The subject property is a corner lot and abuts the Pheasant Run Court and Hensel Road right-of-way and according to the LDC, this lot has two front yards. The home on the subject property is oriented on the lot with the front of the home facing Pheasant Run Court and is considered the primary front yard, and Hensel Road is the secondary front yard.

According to the LDC, the minimum building setbacks for a corner lot zoned RR are: a front yard setback (Pheasant Run Court) of 40 feet, a secondary front yard setback (Hensel Road) of 40 feet, a side yard setback (east side of lot) of 15 feet, and a rear yard setback of 30 feet.

**Figure 2. Proposed Home Addition Location & Current and Proposed Side Setback**

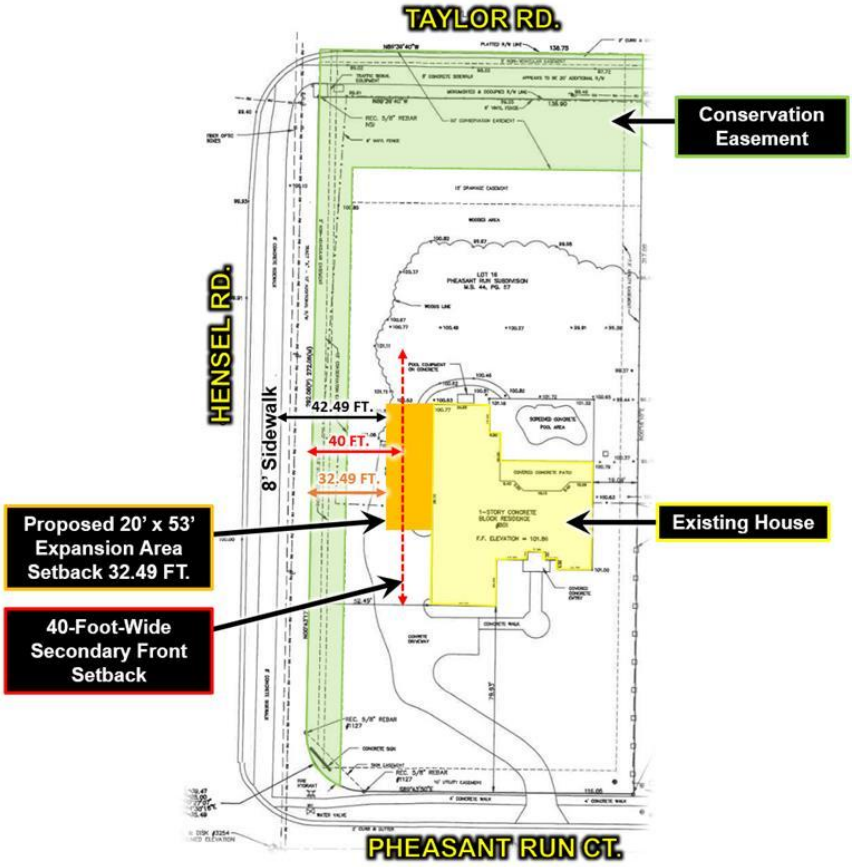


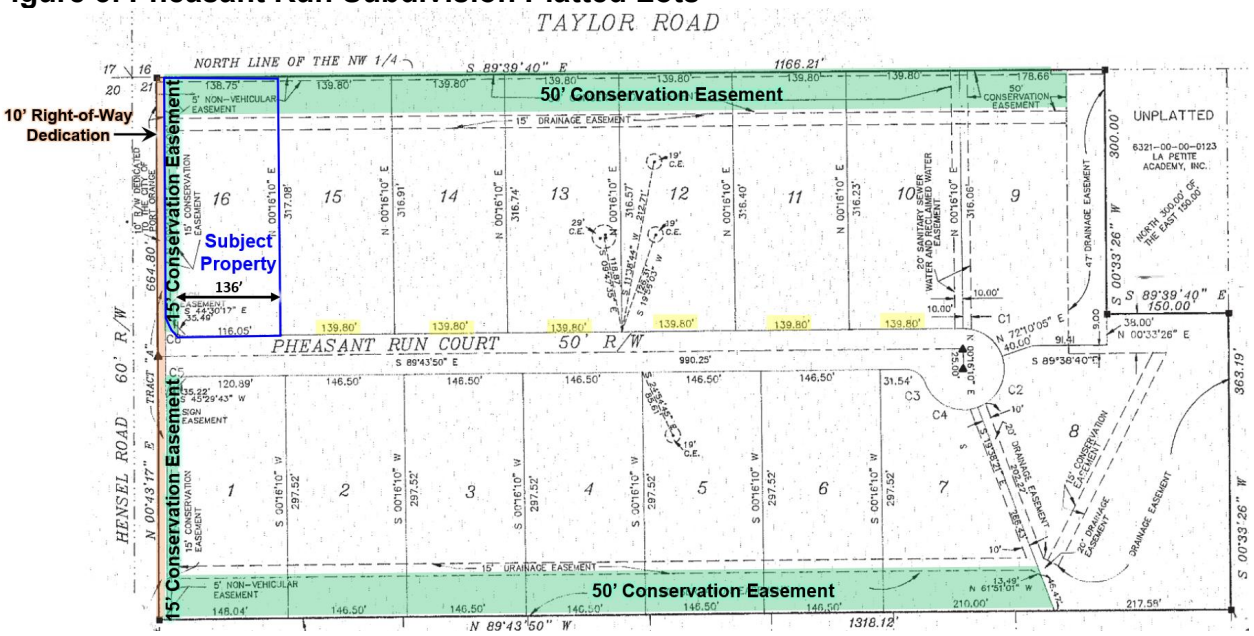
**EXHIBIT: F**

The Pheasant Run Subdivision was platted in 1992 with 16 lots (see Figure 3). The +1-acre interior lots on the north side of Pheasant Run Court were platted at a width of ±139 feet and a length of approximately ± 316 feet, and the +1-acre interior lots on the south side of Pheasant Run Court were platted at a width of ± 146 feet and a length of ± 297 feet.

The LDC requires corner lots to be fifteen percent (15%) wider than standard lots to accommodate the larger secondary front yard setback. The RR zoning district minimum lot width requirement is 100-feet-wide and a minimum of 115-feet-wide for corner lot. While the lot width for the two corner lots in this subdivision are greater than the required 115 feet width, they were platted at the same width of the interior lots.

The Pheasant Run Subdivision was platted with a 50-foot-wide conservation easement along the rear property lines of the lots on the north side of Pheasant Run Court, including the subject property. In addition to this rear conservation easement, the subject property also includes a 15-foot-wide conservation easement along the secondary front yard (west property line) adjacent to the Hensel Road right-of-way (see Figure 3). These conservation easements were established to meet the City's 15% tree preservation requirement at the time the subdivision was platted.

**Figure 3. Pheasant Run Subdivision Platted Lots**




The majority of homes built in this subdivision were laid out to maximize the width of the lot, including the home on the subject property, and the interior layout of the homes were built in a way that any addition to the home would most likely require to be built toward the side compared to the front or rear. The combination of lot width, home layout, and side setback requirements often allows for additions or detached garages on interior lots, which are only subject to a 15-foot side setback. However, corner lots in this subdivision are required to meet the 40-foot secondary front setback, which limits expansion opportunities. As a result, a corner lot with the same width as an interior lot faces greater

EXHIBIT: F

restrictions, making similar additions difficult. If the home on the subject property were located on an interior lot, the proposed addition would not require a variance.

According to the property owners, the addition was designed to avoid encroachment into the 15-foot-wide conservation easement adjacent to Hensel Road, while keeping the appearance of the home compatible with the other homes in the neighborhood. The conservation easement areas on the subject property contain a substantial number of trees, providing a dense buffer that effectively screens the existing home and proposed addition from the Hensel Road and Taylor Road rights-of-way.

**REVIEW OF VARIANCE CRITERIA**

Chapter 19, Section 1, of the LDC, lists the review criteria that shall be used to determine whether the variance requested should be granted. These criteria, accompanied by staff analysis, are as follows:

a) *Special conditions and circumstances are peculiar to the land, structure, or building involved and not applicable to other lands, structures, or buildings in the same zoning district.*

According to the property owners, a special condition exists due to the way the lots on the north side of Pheasant Run Court were platted. Although these lots share similar widths, only their lot is subject to a 15-foot east side yard setback and a 40-foot west secondary front yard setback. In contrast, the other lots on the north side of Pheasant Run Court, which are the same width as their lot, are only required to meet a 15-foot side yard setback on both sides.

The property owners acknowledge that their lot exceeds the minimum required width for a corner lot in the Rural Residential (RR) zoning district. However, because the existing home was constructed with a horizontal orientation across the lot, the west side of the home is the only location for the proposed addition due to available space and based on the interior layout of their home. According to the property owners, efforts were made to design the addition within the required 40-foot setback, but in order to meet their family's current and future needs, the proposed addition reflects the minimum size necessary, which requires the requested variance.

According to the property owners, the home was built in 1995 and is setback approximately 19 feet from the east property line. If the home had been placed at the minimum required setback of 15 feet on the east side, more space would have been available on the west side of the lot for a future addition or detached structures, given the limited area for expansion due to the secondary front setback. The property owners acknowledge that even if the home had been shifted 4 feet toward the east lot line when it was built in 1995, the proposed addition would still require a setback variance, instead of 7.5 feet, it would have been reduced to 3.5 feet.

As part of the subdivision approval in 1992, the dedication of 10 feet of right-of-way was required along Hensel Road. While this area is technically right-of-way, it is not currently utilized, as the necessary intersection improvements at Taylor Road and Hensel Road have already been completed. These improvements

EXHIBIT: F

support existing and future development south of Taylor Road and include the construction of left- and right-turn lanes onto Taylor Road as well as an 8-foot sidewalk along the west side of Hensel Road. Based on current traffic counts and projected traffic counts for the area south of Taylor Road, no additional improvements at the Taylor Road and Hensel Road intersection are anticipated that would require use of the 10-foot right-of-way. As a result, the 10-foot right-of-way dedicated through the Pheasant Run Subdivision plat, provides additional space between the home and the sidewalk/road, which is typically not available for other corner lots in the city (see Figure 3 – Page 3).

b) *The special conditions and circumstances are not the result of the applicants' actions.*

The special conditions are not the result of the current property owners. The lot was created in 1992, and the existing house was constructed in the current location in 1995. The current property owners purchased the home in 2016.

c) *Literal interpretation and enforcement of the development code regulations would deprive the applicants of rights commonly enjoyed by other properties in the same zoning district under the terms of the development code and would work unnecessary and undue hardship on the applicants.*

A literal interpretation of the LDC would not deprive property owners of rights commonly enjoyed by other properties within the same zoning district. As part of the development approval process, all new structures or addition to an existing structure are required to comply with the current development requirements of the LDC or obtain a variance from the requirements of the LDC.

Although not the property owners' preference, there is space in the rear yard of the subject property for an addition that meets the building setback requirements for the subject property. However, according to the property owners, the proposed house addition is to expand the rooms located on the west side of the house, so expanding the house towards the rear would not accomplish the intent of the expansion and would require significant interior alterations to reconfigure the home to address their family's current and future needs.

According to the property owners, the requested variance is necessary based on the constraints of the corner lot along with interior layout of the home. The property owners state that expanding the existing house in the proposed location, set back 32.49 feet from the west property line in lieu of the 40 feet, will not impact adjacent homeowners as the west side of the subject property boarders the Hensel Road right-of-way and their lot is screened from the Hensel Road right-of-way by the dense 15-foot-wide conservation easement along the west side of the subject property.

**EXHIBIT: F**

*d) The variance, if granted, is the minimum variance necessary to make possible the reasonable use of the land, building or structure.*

The proposed location for the addition is approximately 7.51 feet into the 40-foot-wide secondary front yard setback along the west property line, providing a 32.49-foot setback from the Hensel Road right-of-way. The proposed expansion avoids encroaching into the 15-foot-wide conservation easement along Hensel Road and there would be over ± 40 feet of separation between the addition and the Hensel Road travel lanes & sidewalk.

*e) Granting of the variance request will not confer on the applicants any special privilege that is denied by the development code to other lands, buildings, or structures in the same zoning district.*

All properties developed or structures on property redeveloped or expanded that are zoned RR within the city are required to meet the building setback requirements of the LDC or a secure variance. According to the property owners, if the proposed addition is approved, the impact to the surrounding areas will be minimal because of the 15-foot-wide conservation easement along the west side of the subject property along with the additional right-of-way that was dedicated to the City in 1992 that abuts the subject property.




*At Pheasant Run Court and Hensel Road Facing North*



*On Hensel Road Facing South*

*f) The granting of the variance will be in harmony with the general intent and purpose of this code and will not be injurious to the surrounding properties or detrimental to the public welfare.*

The intent of the building setback requirements in the LDC is to provide adequate separation between buildings to minimize the visual appearance of the structures from adjacent properties, ensure adequate separation between structures for air movement, and provide room on the subject property for maintenance and necessary repairs.

According to the property owners, proposed location of the house addition will be in harmony with the current residential structures in the area and will not be

EXHIBIT: F

injurious to the surrounding properties. The proposed addition will be setback 32.49 feet from the Hensel Road right-of-way line and ± 56 feet from Hensel Road travel lanes and buffered by a dense 15-foot-wide conservation easement along the west side of the subject property adjacent to Hensel Road. Therefore, the intent of the building setback requirements in the LDC will still be met if the variance is approved as the requested setback will still provide adequate separation between buildings, minimize the visual appearance of the structure from adjacent properties, ensure adequate separation between structures for air movement, and provide room on the subject property for maintenance and necessary repairs.

g) *The variance represents a reasonable disposition of a claim brought under the Bert J. Harris Private Property Rights Protection Act, chapter 95-181, Laws of Florida, that a development order of the city has unreasonably burdened the applicants' property, based upon the recommendations of the special master appointed in accordance with the act, or the order of a court as described in the act.*

The variance requested is not based upon a claim brought under the Bert J. Harris Private Property Rights Protection Act.

**PUBLIC NOTICE**
Public Notices regarding the variance were posted in the *News-Journal* and mailed to adjacent property owners and the property was posted with a public notice sign, as required by the LDC. As of October 17, 2025, staff has not received any phone calls regarding the proposed variances.

**RECOMMENDATION**
Based on the findings of this report, staff recommends approval of the variance from Chapter 17, Section 27 of the LDC, to allow a 32.49-foot secondary front yard setback (Hensel Road) for a home addition.

**ATTACHMENT**
Exhibit 1 – Applicant's Request Letter

EXHIBIT: F

# Exhibit 1
# Applicant's Request Letter

Peter and Leticia Ferreira

801 Pheasant Run Court

Port Orange, FL 32127

**9/26/2025**

**Subject: Request for Variance – Home Addition at:** *801 Pheasant Run Court*

Dear Members of the Planning Commission,

We are writing to respectfully request a variance of 7.51 feet into the front setback (Hensel Rd. side) to allow for the construction of an addition to my residence located at 801 Pheasant Run Court in Port Orange. The proposed addition will measure 20' x 53' and is designed to remain fully outside of the existing conservation easement on the property.

The purpose of this addition is twofold:

1. To accommodate the long-term needs of our family, including the potential for our parents to move in with us in the future so that they can receive proper support and care.
2. To allow us to remain in the City of Port Orange, where we have established strong community ties and wish to continue living.

We understand the importance of balancing community development with conservation and neighborhood character. The proposed addition has been carefully planned to avoid encroaching upon the conservation easement and to remain consistent with the surrounding residential area.

We respectfully request the Board's consideration and approval of this variance so that we may move forward with these plans. Please let us know if additional documentation, site plans, or other supporting materials are needed to complete your review.

Thank you for your time and attention to this matter. We appreciate your consideration and look forward to working with the City to ensure this project aligns with both community standards and family needs.

Sincerely,

Peter and Leticia Ferreira

801 Pheasant Run Court

Port Orange, FL 32127

386-290-9030

**EXHIBIT: G**

REGULAR PLANNING COMMISSION MEETING MINUTES
COUNCIL CHAMBERS – CITY HALL
1000 CITY CENTER CIRCLE
PORT ORANGE, FLORIDA
OCTOBER 23, 2025

THE REGULAR PLANNING COMMISSION MEETING of the City of Port Orange was called to order by Vice Chair Bo Bofamy at 5:30 p.m.

CALL TO ORDER

1. Pledge of Allegiance

2. Roll Call

Present: Vice Chair Bo Bofamy
Commissioner Scott Steger
Commissioner Mark Bowling
Commissioner Maria Mills-Benat
Commissioner Daniel Mallegol

Absent: Chair Thomas Jordan
Commissioner Stan Schmidt

Also Present: Shannon Balmer, City Attorney
Penelope Cruz, Planning Manager
Amanda Bonin, Deputy City Clerk

DISCUSSION/ACTION

3. Consideration of Minutes

Motion to approve the September 25, 2025 meeting minutes was made by Commissioner Scott Steger and Seconded by Commissioner Maria Mills-Benat. Motion carried unanimously by roll call vote.

4. APPLICATION: Variance/801 Pheasant Run Court
CASE NO.: VARC-25-0004
APPLICANT: Peter and Leticia Ferreira
STAFF CONTACT: Suzette Cameron, Senior Planner, (386) 506-5676/scameron@port-orange.org

A request for a variance from the Land Development Code to reduce the minimum secondary front yard setback along Hensel Road from 40 feet to 32.49 feet to allow for the construction of an addition to an existing single-family home.

Motion to approve Variance/801 Pheasant Run Court Case No.: VARC-25-0004 was made by Commissioner Maria Mills-Benat and Seconded by Commissioner Scott Steger.

Penelope Cruz, Planning Manager, introduced the item, provided details, and answered Commissioners' questions.

Motion carried unanimously by roll call vote.

OTHER BUSINESS

5. Commissioner Comments

There was nothing further.

6. Staff Comments

There was nothing further.

PUBLIC COMMENTS

There were none.

ADJOURNMENT - 5:39 p.m.

_____
Chair Thomas Jordan

EXHIBIT H

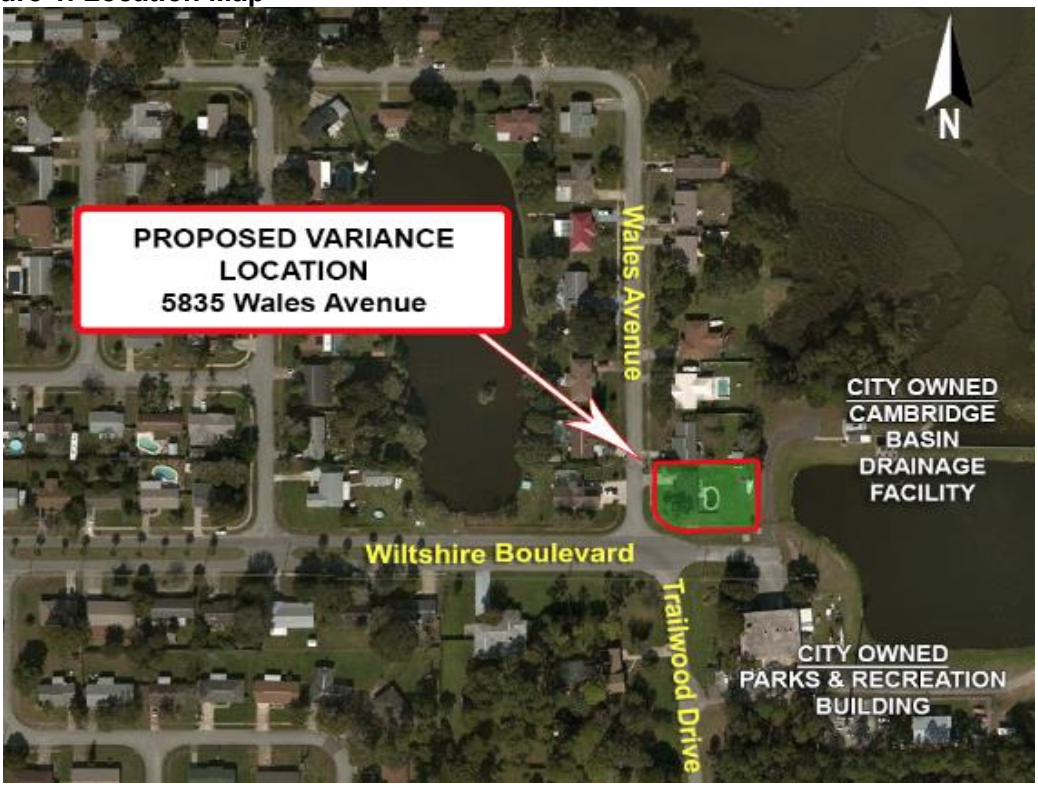
# STAFF REPORT

**VARIANCE FROM LDC CHAPTER 16, SECTION 3(b)(2)(b), SECTION 3(b)(2)(f), SECTION 3(b)(3)(a) and SECTION 6(a)**
**CASE NO. 16-90000009**

| | |
|---|---|
| **REQUEST:** | Variances from the LDC to allow a 6-foot fence to be placed in a secondary front yard along the right-of-way line. |
| **OWNER / APPLICANT:** | Kevin Price |
| **LOCATION:** | 5835 Wales Avenue |
| **STAFF RECOMMENDATION:** | Approval |
| **STAFF CONTACT:** | Tim Burman, Planning Manager (386) 506-5675 |
| **PLANNING COMMISSION DATE:** | December 15, 2016 |

**DISCUSSION:**
The subject property is located at the northeast corner of Wales Avenue on Wiltshire Boulevard (Figure 1). The property owner is requesting the variances to allow a 6-foot tall fence to be placed in a secondary front yard and on the Wiltshire Boulevard right-of-way line. According to the property owner, the proposed 6' fence is to screen his property from the adjacent City's Parks & Recreation building and the Cambridge Basin drainage facility (Exhibit A).

**Figure 1. Location Map**



According to the Land Development Code (LDC), the subject property is a corner lot because it is adjacent to two public rights-of-way (Wales Avenue and Wiltshire Boulevard). In this case, the south property line of the subject property is adjacent to a right-of-way (Wiltshire Boulevard) that functions as a driveway for authorized vehicles accessing the City's Parks & Recreation building and the Cambridge Basin drainage facility. Unlike a typical corner lot in a residential subdivision, the right-of-way adjacent to the south property line of the subject property is not a designated street used for residential traffic (Figure 2).

**Figure 2. Subject Property & City Owned Property Location:**




The building permit application for the fence has been reviewed by staff and meets all other code requirements. The applicant is requesting approval of the variances to waive the 5-foot setback requirement from the right-of-way and to allow a 6-foot tall fence in a secondary front yard.

The proposed 6-foot fence (Figure 3) requires variances from the following LDC requirements:

Placement of 6' Fence in Front Yard:
The LDC considers any portion of a lot that abuts a right-of-way a front yard and a 6-foot tall fence is to be located beyond the front yard setback line, which, for this property is 30-feet. The setback requirement for a 6-foot fence is intended to provide the homes adjacent to a corner lot with adequate sight lines from their home, meaning that other home owners will generally have a

**EXHIBIT H**

clear line of sight from their front yards. The LDC does allow a 4-foot tall fence within the front yard setback because sight lines are not as impacted by a shorter fence most people can see over.

Right-of- Way Setback:
The LDC requires all residential and commercial fences to be set back 5-feet from any right-of-way. The setback applies to all rights-of-way in the City and is intended to provide adequate visual clearance for vehicles and pedestrians at the intersections of rights-of-way and also rights-of-way and private driveways. The setback prohibits structures being installed that could impede vision when entering/exiting a driveway or turning onto a street.

**Figure 3. Proposed Fence Location:**




As indicated in the letter of request (Exhibit A), there is an existing 4-foot tall chain link fence on the Wiltshire Boulevard right-of-way line and in the secondary front yard (Figure 4). The 4-foot chain link fence has been in the existing location for approximately 25 years and was there before the applicant purchased the house. In its current state, the existing 4-foot chain link fence is non-conforming with the current requirements of the LDC. The request is to remove the existing 4-foot tall chain-link fence and replace it with a 6-foot tall PVC fence in the same location. According to the property owner, he wants to install the 6-foot PVC fence to screen his property from the City's Parks & Recreation building and the Cambridge Basin drainage facility adjacent to his property.

**Figure 4. Existing Fence Location:**





**REVIEW OF VARIANCE CRITERIA:**

Chapter 19, Section 1, LDC, lists the review criteria that are used to determine whether the variances requested should be granted. These criteria, accompanied by staff's analysis, are as follows:

a) *Special conditions and circumstances exist which are peculiar to the land, structure, or building involved, and which are not applicable to other lands, structures or buildings in the same zoning district*.

**EXHIBIT H**

The subject property is located at the northeast corner of Wales Avenue and Wiltshire Boulevard. In this case, the subject property is adjacent to +/- 165-feet of right-of-way (Wiltshire Boulevard) that only serves as a driveway for authorized vehicles accessing the City's Parks & Recreation building and the Cambridge Basin drainage facility. The driveway for non-public access ends at the Cambridge Basin drainage facility (Figure 5).

**Figure 5. City Owned Driveway Access & Dead-End:**




The intent of the 30-foot setback requirement for a residential 6-foot fence in a front yard is to ensure fences that abut streets in residential subdivisions with a narrow right-of-way width are set back off the right-of-way line to provide adjacent properties adequate visual sight lines from their home. Typical corner lots in residential subdivisions are located adjacent to two public streets. In this case, the south property line of the subject property is adjacent to a right-of-way (Wiltshire Boulevard) that functions as a driveway for authorized vehicles accessing the City's Parks & Recreation building and the Cambridge Basin drainage facility. The driveway for non-public access ends at the Cambridge Basin drainage facility. Unlike a typical corner lot in a residential subdivision, the right-of-way adjacent to the south property line of the subject property is not a designated street used for residential traffic. According to the property owner, there is sufficient space between the proposed location of the 6-foot fence and the driveway located within the Wiltshire Boulevard right-of-way line for adequate visual clearance for vehicles exiting/entering the City driveway (Figure 6).

**Figure 6. Right-of-Way Area:**




b) *The special conditions and circumstances are not a result of actions of the applicant.*

The special circumstance associated with the property is not a result of actions by the property owner. The stormwater pond to the east of the subject property was built as a part of the Cambridge Canal Basin improvement project that was completed in 2008 and the property located south of the subject property served as a Fire Station until Parks & Recreation took over the building for offices and storage in late 2007 and early 2008. Currently, the Wiltshire Boulevard right-of-way has not been vacated by the City and there are no plans to vacate at this time.

c) *Literal interpretation and enforcement of the development code regulations would deprive the applicant of rights commonly enjoyed by other properties in the same zoning district under the terms of the development code, and would work unnecessary and undue hardship on the applicant.*

When a new fence is installed, it must comply with current development requirements of the Land Development Code (LDC). The intent of setback and front-yard requirements for a fence is to minimize the impact on adjoining properties, ensure adequate sight lines, and provide room on the subject property for maintenance and necessary repairs to the fence. Although not their preference, the property owner could install a 4-foot tall fence set back 5-feet from the Wiltshire Boulevard right-of-way or install a 6-foot fence set back 30-feet from the Wiltshire Boulevard right-of-way to meet the code requirements. According to the property owner, the variances are necessary to install the 6-foot fence in the secondary front yard and on the Wiltshire Boulevard right-of-way. The property owner states that the proposed location of the 6-foot fence would not impact adjoining properties, ensure adequate sight lines, and provide room on the subject property for maintenance and necessary repairs to the fence. The property owner is concerned that reducing the height of the fence will not provide sufficient screening of the property and installing the 6-foot fence set back 30-feet from the right-of-way would reduce the size of the rear yard.

d) *The variances, if granted, are the minimum variances necessary to make possible the reasonable use of the land, building, or structure.*

EXHIBIT H

The fence could be installed to comply with the setback requirements of the LDC; however, this would require the property owner to change the proposed location and height of the fence. Although not their preference, the property owner could shift the proposed 6-foot fence to be set back 30-feet from the right-of-way or reduce the fence height to 4-foot and set it 5-feet from the right-of-way line.

According to the property owner, the proposed location of the 6-foot fence will not impact adjoining residential properties or sight lines for vehicles exiting the City's facilities. The property owner is also requesting to install the fence to screen his property from the adjacent City facilities.

e) *Granting the variances request will not confer on the applicant any special privilege that is denied by the development code to other lands, buildings, or structures in the same zoning district.*

Any fence located within a front yard on a corner lot cannot exceed 4-feet unless set back the designated front yard setback (30-feet) from the right-of-way line. However, according to the property owner, his corner lot is not a typical corner lot. In this case the installation of the 6-foot fence on the Wiltshire Boulevard right-of-way will not confer upon the applicant special privileges denied to other properties in this zoning district, because no other corner lots have a secondary front yard along the right-of-way used as a driveway to City facilities.

f) *The granting of the variances will be in harmony with the general intent and purpose of this code, and will not be injurious to the surrounding properties or detrimental to the public welfare.*

The proposed location of the fence does meet the LDC's 25-foot visual clearance triangle requirement for intersections. The 25-foot visual triangle is determined by measuring 25-feet along the 2 intersecting rights-of-way that form the intersection then connecting those two points and measuring. There is approximately +/-30-feet from the pavement edge to Wiltshire Boulevard, that serves as the driveway access for the City properties to the applicant's property line and the proposed location of the 6-foot fence installation. If the variance is approved, the fence is not anticipated to impact visual clearance for vehicles and pedestrians along Wiltshire Boulevard, Wales Avenue or Trailwood Drive.

g) *The variances represent a reasonable disposition of a claim brought under the Bert J. Harris Private Property Rights Protection Act, chapter 95-181, Laws of Florida, that a development order of the city has unreasonably burdened the applicant's property, based upon the recommendations of the special master appointed in accordance with the act, or the order of a court as described in the act.*

The variance requested is not based on a claim brought under the Bert J. Harris Private Property Rights Protection Act.

**RECOMMENDATION:**

Based on the findings of this report, Staff recommends **approval** of the variances requested allow a 6-foot tall fence along the Wiltshire Boulevard right-of-way in lieu of the 30-foot setback required by code.

# EXHIBIT H

Exhibit A

November 9, 2016

Mr. Tim Burman
City of Port Orange
Community Development Department
1000 City Center Circle
Port Orange, FL 32129

Mr. Burman,

I Kevin Price own and reside at 5835 Wales Avenue and have lived here 25 years. I am requesting a variance to allow a 6-foot tall fence to be placed in a secondary front yard and on the Wiltshire Boulevard right-of-way line. My property is a corner lot; however, this specific corner lot is not a typical corner lot, because no other corner lots have a secondary front yard along the right-of-way that serves as a driveway to City facilities.

The proposed 6' fence is to screen my property from the adjacent City's Parks & Recreation building and the Cambridge Basin drainage facility. Currently in the same location as the proposed location for the new 6-foot fence, there is an existing 4-foot chain-link fence that's has been there since I purchased and moved into the home some 25 years ago. I am requesting to remove the 4' fence and replace with the 6' tall PVC privacy fence to screen property from the City's Parks & Recreation building and the Cambridge Basin drainage pond that is adjacent to my property. There is enough space between the proposed location of the 6-foot fence and the driveway located within the Wiltshire Boulevard right-of-way line for adequate line of sight for vehicles exiting/entering the City driveway. If were to reduce the height of the fence it will not provide enough screening of my property and installing the 6-foot fence setback 30-feet from the right-of-way would reduce the size of my yard.

The variances I am requesting are necessary to install the 6-foot fence in the secondary front yard and on the Wiltshire Boulevard right-of-way. The proposed location of the 6-foot PVC privacy fence will not impact the City's Parks & Recreation building and the Cambridge Basin drainage pond adjacent to my property, will not limit sight lines, and will provide room on the subject property for maintenance and necessary repairs to the fence.

Sincerely,

Kevin Price

**EXHIBIT I**

PLANNING COMMISSION MEETING MINUTES
CITY OF PORT ORANGE
1000 CITY CENTER CIRCLE
COUNCIL CHAMBERS
DECEMBER 15, 2016

THE REGULAR MEETING OF THE PLANNING COMMISSION of the City of Port Orange was called to order by Vice Chair Lance Green at 5:30 p.m.

Pledge of Allegiance

Silent Prayer

| | | |
|---|---|---|
| ROLL CALL: | Present: | Lance Green, Vice Chairman<br>Maria Mills-Benat<br>Newton White<br>Mike Arminio<br>Thomas Jordan<br>Bo Bofamy |
| | Absent: | John Junco, Chair |
| | Also Present: | Matthew Jones, Deputy City Attorney<br>Robin Fenwick, City Clerk |

**DISCUSSION/ACTION**

4. Consideration of Minutes – November 17, 2016

*Motion to approve the minutes as presented was made by Commissioner Arminio, and Seconded by Commissioner Jordan. Motion carried unanimously by roll call vote.*

5. 16-90000009 - VARIANCE/5835 WALES AVENUE

A request for variances from the Land Development Code to allow a 6-foot tall fence to be placed in a secondary front yard and on the Wiltshire Boulevard right-of-way line.

Staff Contact: Briana Conlan-King (386) 506-5676/brking@port-orange.org

*Tim Burman, Planning Manager, discussed the variance being requested. Staff recommended approval of the variance.*

**EXHIBIT I**

*Motion to approve the request was made by Commissioner Mills-Benat, and Seconded by Commissioner White. Motion carried unanimously by roll call vote.*

6. Case No. 16-40000008 - MASTER DEVELOPMENT AGREEMENT AND CONCEPTUAL DEVELOPMENT PLAN/PC-A WORKPLACE ZONING DISTRICT/THOMPSON PUMP

East side of Williamson Boulevard, south of McGinnis Avenue

A request to approve the Thompson Pump and Manufacturing Company, Inc. Master Development Agreement and Conceptual Development Plan.

Staff Contact: Tim Burman (386) 506-5675/tburman@port-orange.org

*Mr. Burman provided details of the MDA and CDP being proposed by Thompson Pump, as well as the deviations being requested. Staff recommended approval subject to City Council direction on the policy considerations, remaining comments being addressed prior to this item being considered by City Council, and review and approval by the City Attorney's Office for legal form and content.*

*Rachel Pringle, Cobb Cole P.A., explained the plans for Thompson Pump to potentially expand to this site. This request is for rezoning the property but not approving the site plans, which will come later.*

*Chris Thompson said their hours of operations are from 7:00 a.m. to 5:00 p.m. at this time. There are no current plans to change their hours of operations. There is nothing planned for the current facility at this time.*

*Motion to approve as presented was made by Commissioner White, and Seconded by Commissioner Jordan. Motion carried unanimously by roll call vote.*

7. Case No. 16-40000006 - FIFTH AMENDMENT TO THE CLARK PROFESSIONAL CENTER AND WEDDING CHAPEL PLANNED COMMERCIAL DEVELOPMENT MASTER DEVELOPMENT AGREEMENT AND CONCEPTUAL DEVELOPMENT PLAN
5111 South Ridgewood Avenue

**EXHIBIT I**

A request to amend the Clark Professional Center and Wedding Chapel Planned Commercial Development (PCD) Master Development Agreement (MDA) and Conceptual Development Plan (CDP) to provide the regulatory framework to subdivide the subject property into six commercial lots, amend the list of permitted uses allowed for the PCD, and establish the review process for temporary uses and special events.

Staff Contact: Gwen Perney (386) 506-5673/gperney@port-orange.org

*Mr. Burman provided details of the amendment being requested. Staff recommended approval subject to resolution of outstanding comments prior to scheduling for review by the City Council and review by the City Attorney as to legal form and content.*

*Discussion was held regarding parking concerns, as well as drainage concerns.*

*Andy Clark, applicant, explained why they are asking to subdivide the property.*

*Jack Goldey, citizen, believes keeping the property together is more valuable than separating the parcels. Vice Chair Green explained the MDA is still in place no matter who owns the land. Those restrictions will remain on the properties.*

*Motion to approve as presented was made by Commissioner Arminio, and Seconded by Commissioner Jordan. Motion carried unanimously by roll call vote.*

8. Case No. 16-52000003 - SUBDIVISION PLAT AND PLANS DEVELOPMENT ORDER MODIFICATION/THE PINNACLE PLANNED UNIT DEVELOPMENT PHASE 2

East side of Williamson Boulevard, north of Sterling Chase Subdivision, east of Phase 1 of The Pinnacle Subdivision

An update to modifications to the Pinnacle Subdivision Phase 2 Subdivision Final Plat and Plans, previously approved in 2015, adding 14 additional lots.

Staff Contact: Penelope Cruz (386) 506-5671/pcruz@port-orange.org
*Penelope Cruz, Planner, discussed the modifications being requested, which supplements the PUD Amendment previously approved.*

**EXHIBIT I**

*Motion to approve the request was made by Commissioner Arminio, and Seconded by Commissioner White. Motion carried 5-0-1 by roll call vote with Vice Chair Green abstaining due to a conflict.*

**OTHER BUSINESS**

9. Development Activity Report – *Mr. Burman answered questions from Commissioners relating to ongoing projects.*

10. Commissioner Comments – *There were none.*

11. Staff Comments – *There were none.*

**PUBLIC COMMENTS** - *Mr. Goldey doesn't think the 9-acre pond at King's Landing is appropriate. He would like to see something smaller in the plans.*

**ADJOURNMENT:** 6:25 p.m.

_____

Chairman John Junco

EXHIBIT: J

*Homeowners Association for Sawgrass Point, Inc.*
*c/o Karen Koch Inc, PO Box 291282, Port Orange, FL 32129*
*Phone: 386-767-8282, Fax: 386-767-2828*
*www.karenkoch.com; kar_koc@msn.com*

September 22, 2015

ARC APPROVAL

Victor & Samia Francis
5968 Shady Creek Lane
Port Orange, FL 32128

Dear Mr. & Mrs. Francis;

The Sawgrass Point Homeowners Association Architectural Review Committee (ARC) has met on your request to install a 6 foot, white vinyl fence, on the right side of the property and it has been approved with the stipulation that fence will not exceed 6 ft in height and the necessary City Permits are obtained.

This approval is valid for 180 days. Please call me with any questions or concerns.

Regards,

Karen Koch
Community Association Manager

cc: Board of Directors
via eMail

# STAFF REPORT

## CASE NO. VARC-26-0002

**Variance from LDC, Chapter 16, Section 3(b)(2)(f) and Section 3(b)(3)(a)**

| | |
|---|---|
| **REQUEST:** | Variance from Chapter 16, Section 3(b)(2)(f) and Section 3(b)(3)(a) of the Land Development Code (LDC), to allow a 6-foot-tall fence to be located less than 5 feet from the right-of-way in lieu of being placed in line with the front plane of the house. |
| **LOCATION:** | 5968 Shady Creek Lane (Figure 1 – Location Map) |
| **OWNERS:** | Victor Francis and Samia Fezy |
| **APPLICANT:** | Peter Francis |
| **STAFF RECOMMENDATION:** | Denial |
| **STAFF CONTACT:** | Tim Burman, Community Development Director, (386) 506-5675 |
| **PLANNING COMMISSION:** | April 23, 2026 |

## INTRODUCTION

The subject property is located at 5968 Shady Creek Lane, at the northwest corner where two segments of Shady Creek Lane intersect (Figure 1). The applicant is requesting a variance to allow an existing 6-foot-tall fence to remain in a secondary front yard setback less than 5-feet from the Shady Creek Lane right-of-way line in lieu of being placed in line with the front plane of the house as permitted. According to the applicant, the 6-foot-tall fence was installed about 10 years ago to provide privacy and safety for the well-being of a family member with a medical condition that lives at this address with the property owners.

**Figure 1. Location Map**



**DISCUSSION**

According to the Land Development Code (LDC), the subject property is a corner lot because it is adjacent to two public rights-of-way (intersection of two sections of Shady Creek Lane) and therefore has two front yards, a primary front yard and secondary front yard. The purpose of the citywide requirement regulating 6-foot-tall fences within the primary and secondary front yards of residential corner lots is to protect public safety and maintain neighborhood character by controlling the placement and height of fences adjacent to public rights-of-way.

For safety, the setback ensures that 6-foot-tall fences do not encroach into required sight triangles at street intersections and driveways. These sight triangles are needed for maintaining adequate visibility for motorists, pedestrians, and cyclists, particularly at corner lots where two street frontages intersect, and visibility conflicts are more likely to occur. By limiting fence height and requiring appropriate setbacks in these areas, the regulation reduces potential hazards associated with obstructed views of oncoming traffic and pedestrian activity.

In this case, the existing 6-foot-tall fence is located outside of the required 25-foot visual clearance triangle for the intersection of two public roadways. The 25-foot sight triangle is established by measuring 25 feet along each of the intersecting rights-of-way and connecting those points to define the area that must remain clear for visibility. Based on this configuration, the fence does not encroach into the sight triangle and is not anticipated to impact visual clearance for vehicles or pedestrians along Shady Creek Lane.

In addition to safety considerations, the requirement supports community design objectives by preserving visual openness within residential neighborhoods. Limiting the height and placement of fences in these areas helps ensure that views from neighboring homes and from the public right-of-way are not unnecessarily blocked. This maintains a more open and visually connected streetscape, where front yards, landscaping, and home façades remain visible and contribute to the overall aesthetic quality of the neighborhood.

Together, these provisions balance safety and livability by ensuring that fencing within visible front yard areas does not block intersection visibility while also preventing front-facing residential areas from being enclosed in a way that reduces openness and visibility along the street.

For the subject property, the east property line along Shady Creek Lane is the primary front yard and the south property line along Shady Creek Lane is the secondary front yard (Figure 1). Both streets are local public roads. According to the LDC, a 6-foot-tall fence in a secondary front yard must be set back either in line with the front plane of the home (approximately 10 - 27 feet from the secondary front lot line) or to the zoning district front yard setback (30 feet), whichever is less (Figure 2). Therefore, the LDC allows a 6-foot-tall fence to be installed up to the front plane of the house.

In this case, while the lot includes a secondary front yard, it does not directly abut any single-family residential lots where a 6-foot-tall fence would obstruct views from adjacent homes. In addition, the proposed fence location is outside of the required sight triangle

areas, and therefore does not interfere with intersection visibility or roadway safety (Figure 2).

Therefore, there are two options for a fence on the subject property that would meet the LDC requirements: 1) A 4-foot-tall fence installed up to 5-feet from the right-of-way for the a primary front yard and secondary front yard; or 2) a 6-foot-tall fence installed in line with the front plane of the house for the a primary front yard (30 feet) and the secondary front yard (10 - 27 feet).

**Figure 2. Existing Fence Location Compared to Permitted Fence Location**




It should be noted that a 6-foot-tall fence currently exists along the rear property line and extends into the secondary front yard; however, that rear fence is not part of the current variance request. It is located within the HOA common area and is outside the subject property boundary. The variance request applies only to the portion of fence located within the south secondary front yard along the Shady Creek Lane right-of-way on the subject property. The existing 6-foot-tall fence on HOA property is being addressed separately and is not included in this request.

## BACKGROUND

The subject property contains a single-family home built in 2000. The applicant states that approximately 10 years ago, a 6-foot-tall fence was installed roughly 5 feet from the south property line along the Shady Creek Lane right-of-way. According to City records, no permit was issued for this portion of the fence. In the applicant's variance request letter, he notes that the fence was installed around 2016 and has remained in place for nearly 10 years with no known complaints to Code Enforcement, the City, or the homeowners' association, aside from a single complaint received by Code Enforcement in 2024, and with no identified adverse impacts to surrounding properties.

As indicated in the applicant's variance request letter, the primary reason for installing the 6-foot-tall fence is to address the safety and well-being of a family member with a medical condition who resides at the property. According to the applicant, the fence serves as a necessary protective measure, allowing this individual to be outdoors within a secure, enclosed yard.

The applicant has stated that a 4-foot-tall fence would not provide adequate security for their family member with a medical condition, as it could be easily climbed or crossed, whereas a 6-foot-tall fence provides an appropriate level of protection while still allowing safe outdoor access. The applicant also notes that similar fence heights are commonly used in residential and care settings for individuals with comparable needs. Based on these concerns, the applicant is requesting a variance to allow the existing 6-foot-tall fence along Shady Creek Lane to remain.

Based on discussions with the applicant, he acknowledges that a permit should have been obtained prior to the installation of the fence. However, the applicant has indicated that if a permit had been requested and subsequently denied in 2016 due to the fence height, he would have pursued a variance to seek approval for the 6-foot-tall fence based on the same safety considerations described above.

## REVIEW OF VARIANCE CRITERIA

Chapter 19, Section 1 of the Land Development Code (LDC), outlines the criteria to be used in determining whether the requested variance should be granted. The following summarizes these criteria, along with relevant staff information and the applicant's justification for the variance:

*a) Special conditions and circumstances exist which are peculiar to the land, structure or building involved, and which are not applicable to other lands, structure or buildings in the same zoning district.*

This criterion typically refers to conditions or circumstances such as steep slope, presence of historic trees, odd lot shape, etc. that might make installing a 6-foot-tall fence in line with the front plane of the home impractical. There are no special conditions or circumstances which are peculiar and would otherwise prevent installation of either a 6-foot-tall fence in line with the front plane of the home or a 4-foot-tall fence a minimum of 5 feet from the right-of-way along Shady Creek Lane in accordance with the Land Development Code (LDC).

The subject property is a corner lot that has two front yards according to the LDC, which is not a unique condition or circumstance. The subject property is developed with a single-family home. The lot size of the subject property (11,325 SF) exceeds the lot size requirement (9,600 SF) for a corner lot in the Sawgrass Point Planned Unit Development (PUD) zoning district.

According to the applicant, although the property is classified as a corner lot, it differs from a typical residential corner lot because the secondary front yard does not abut another single-family residence, but instead borders a HOA-owned common area. As a result, the applicant asserts that the 6-foot-tall fence does not negatively impact the visibility, aesthetics, or enjoyment of neighboring residential properties. The applicant further notes that the fence provides additional privacy for the subject property from pedestrians and vehicles traveling east on Shady Creek Lane.

The applicant also states that existing mature hedges and landscaping located outside the fence line exceed 6 feet in height and already provide substantial visual screening of the fence (see pictures below). Because landscaping is not regulated under the Land Development Code in the same manner as fence height (provided it does not obstruct sidewalks or roadway visibility), similar screening would remain in place even if the fence were reduced to 4 feet in height.

In addition, the applicant states that the fence does not obstruct visibility near intersections and that there are no known traffic incidents, police reports, or safety concerns associated with its placement. Landscaping along the south side of the property also screens much of the fence from adjacent homes, further reducing its visual impact.

Staff have confirmed with the Police Department that there have been no reported accidents or safety incidents at the intersection of Shady Creek Lane and Shady Creek associated with the fence.



*Picture of subject property/fence looking east*



*Picture of subject property/fence looking west*



*Picture of subject property/fence looking west from intersection of Shady Creek Lane and Shady Creek Lane*

b) *The special conditions and circumstances are not the result of the applicant's actions.*

There are no special conditions or circumstances.

According to the applicant there are special conditions or circumstances, specifically, that the layout of the roadway, lots, and common areas predate the applicant's ownership of the property; the subdivision was developed in 1997, and the home was constructed in 2000, while the current property owner has only owned the home since 2007. The applicant believes these pre-existing conditions create unique circumstances that justify the requested variance and are not attributable to any action of the current owner.

c) *Literal interpretation and enforcement of the development code regulations would deprive the applicant of rights commonly enjoyed by other properties in the same zoning district under the terms of the development code and would work unnecessary and undue hardship on the applicant.*

When a new fence is installed, it is required to comply with the current requirements of the Land Development Code. These standards are intended to protect public safety and maintain neighborhood character by regulating the placement and height of fences located within primary and secondary front yard areas adjacent to public rights-of-way. From a safety standpoint, the requirements ensure that fences do not encroach into required sight triangles at street intersections and driveways, where clear visibility is necessary for motorists, pedestrians, and cyclists, particularly in corner lot conditions where two street frontages intersect.

In addition, the regulations support neighborhood design objectives by limiting visual obstructions within front yard areas that contribute to the public-facing character of residential subdivisions. These provisions help ensure that front yards, home façades, and streetscapes remain open and visible, rather than enclosed by tall fencing along the roadway.

For corner lots, these standards apply to both primary and secondary front yard areas regardless of adjacent conditions. However, the Land Development Code still provides flexibility in fence placement and height, allowing a 4-foot-tall fence to be installed within the front yard setback closer to the right-of-way, or a 6-foot-tall fence to be installed in alignment with the front plane of the home, provided applicable setback requirements are met.

In this case, the subject property's configuration, with its secondary front yard adjacent to a HOA-owned common area rather than a residential lot, presents a condition that differs from the typical corner lot scenario the standards are primarily intended to address. Based on the current layout, the 6-foot-tall fence does not appear to create the types of impacts the code is designed to prevent, as it does not obstruct required sight triangles, does not interfere with intersection visibility, and does not negatively affect visibility or access related to adjacent residential properties or public safety considerations.

According to the applicant, the variance is requested to allow the existing 6-foot-tall fence to remain in its current location along the Shady Creek Lane right-of-way. The applicant notes that this condition differs from a typical corner lot scenario because the secondary front yard does not abut another residential property but instead fronts a HOA-owned common area. As a result, the applicant asserts that the fence does not impact adjacent residential properties, does not interfere with intersection visibility or sight triangles, and is screened in part by existing landscaping.

The applicant further states that the fence provides enhanced privacy from vehicles and pedestrians traveling along Shady Creek Lane, as well as an added level of safety and security for a family member with a medical condition residing at the property.

d) *The variance, if granted, is the minimum variance necessary to make possible reasonable use of the land, building or structure.*

Although not the applicant's preference, the property owners could install a fence that complies with the setback requirements of the LDC. Doing so would require removing the existing fence and either replacing it with a 4-foot-tall fence or installing a 6-foot-tall fence in line with the front plane of the house from the Shady Creek Lane right-of-way.

According to the applicant, keeping the existing 6-foot-tall fence in its current location is necessary to allow reasonable use of the property by providing safety

and security for a family member with a medical condition who lives at the home. The applicant states that the fence, as it is currently placed, does not affect neighboring residential properties or block sight lines for drivers or pedestrians in the subdivision.

Staff have confirmed with the Police Department that there have been no reported accidents or safety incidents at the intersection of Shady Creek Lane and Shady Creek related to the fence. In addition, there are existing mature hedges and landscaping outside the fence line that are over 6 feet tall and already block much of the view of the fence. Since landscaping is not regulated in the same way as fence height under the Land Development Code (as long as it does not block sidewalks or roadway visibility), similar landscape would remain even if the fence were reduced to 4 feet.

Based on these conditions, the applicant believes keeping the fence in its current location is the smallest change needed to allow reasonable use of the property while meeting the stated safety and security needs.

e) *Granting of the variance request will not confer on the applicant any special privilege that is denied by the development code to other lands, buildings, or structures in the same zoning district.*

According to the applicant, the subject property is not a typical corner lot. The secondary front yard does not abut or directly adjoin any single-family residential lot but instead borders a HOA-owned common area. As a result, the 6-foot-tall fence does not affect the view, privacy, or enjoyment of any neighboring residential property.

The applicant further notes that this condition differs from most corner lots in residential subdivisions, which typically directly abut other single-family homes along one or more front yard exposures. In this case, there are no adjacent residential lots along the secondary frontage that would experience view obstruction or other impacts from the fence.

In addition, the fence is not located in a position that impacts visibility clearance at the intersection or within required sight triangles, and it does not interfere with the safe movement of vehicles or pedestrians. Based on these conditions, the applicant states that the fence in this location does not create the typical impacts associated with corner lots where fences may directly face or border other homes or obstruct intersection visibility. Accordingly, allowing the 6-foot-tall fence to remain would not provide a special advantage compared to similarly situated properties, since it does not reduce visibility or affect adjacent residential use or safety.

*f)* *The granting of the variance will be in harmony with the general intent and purpose of this code and will not be injurious to the surrounding properties or detrimental to the public welfare.*

The fence requirements in the LDC are intended to protect the health, safety and general welfare of the citizens of the city, and to enhance the appearance, function and livability of the city and improve the overall quality of life within the community. The intent of the city-wide setback requirement for a residential 6-foot-tall fence in a front yard is to ensure fences that abut streets in residential subdivisions with a narrow right-of-way width are set back off the right-of-way line to provide adjacent properties adequate visual sight lines from their home.

The height and location of the proposed fence is inconsistent with other fences in the neighborhood installed consistent with the LDC. There are 12 corner lots in Sawgrass Point subdivision and 3 of them have fences that conform to the fence height/setback requirements of the LDC and the rest have no fence (Figure 3).

The location of the existing 6-foot fence is located outside of the 25-foot visual clearance triangle requirement for intersections of two public roadways. The 25-foot visual triangle is determined by measuring 25-feet along the two intersecting rights-of-way that form the intersection then connecting those two points and measuring. If a variance is approved, the fence is not anticipated to impact visual clearance for vehicles and pedestrians along Shade Creek Lane.

**Figure 3. Corner Lots in Sawgrass Point Subdivision**



The applicant notes that the fence, installed around 2016, has remained in place for nearly 10 years with no known complaints, aside from a single complaint received by Code Enforcement in 2024. Staff have confirmed with the Police Department that there have been no accidents or safety incidents at the intersection of Shady Creek Lane and Shady Creek associated with the fence.

g) *The variance represents a reasonable disposition of a claim brought under the Bert J. Harris Private Property Rights Protection Act, chapter 95-181, Laws of Florida, that a development order of the city has unreasonably burdened the applicant's property, based upon the recommendations of the special master appointed in accordance with the act, or the order of a court as described in the act.*

The variance requested is not based upon a claim brought under the Bert J. Harris Private Property Rights Protection Act.

**PUBLIC NOTICE**

Public Notices regarding the variance were posted in the *News-Journal* and mailed to adjacent property owners and the property was posted with a public notice sign, as required by the LDC. As of April 17, 2026, staff have received two phone calls regarding the proposed variances.

**RECOMMENDATION**

Based on the findings of this report, staff recommends denial of the variance from Chapter 16, Section 3(b)(2)(f) and Section 3(b)(3)(a) of the LDC to allow for a secondary front yard setback of less than 5 feet for the existing 6-foot-tall fence.

However, if the Planning Commission recommends approval of the variance, it should be limited to the existing fence installed within the secondary front yard setback and should not permit any additional fencing within that setback area.

**ATTACHMENT**

Exhibit 1 – Applicant's Request Letter

## Exhibit 1 – Applicant's Request Letter

5968 SHADY CREEK LN
PORT ORANGE, FL 32128

**Proposed Development Variance Description – Fence**

The existing fence was installed approximately in 2015–2016, nearly ten (10) years ago. The fence has remained in place for close to a decade prior to any complaint being received by Code Enforcement regarding its height. During this extended period, there have been no known complaints submitted to the City or the homeowners' association, nor have there been any identified adverse impacts to surrounding properties.

The fence is set back approximately five (5) feet from the right-of-way and does not obstruct or impede visibility at or near the intersection of Shady Creek Lane. To the best of the property owners' knowledge, there have been no traffic incidents, police reports or safety concerns attributable to the presence of the fence.

Although the property is classified as a corner lot, it does not function as a traditional corner lot. The secondary front yard abuts a homeowners' association-owned common area rather than another residential property. As a result, the six (6) foot fence does not negatively affect the visibility, aesthetics, or enjoyment of neighboring residences.

The fence provides practical benefits, including enhanced privacy and reduction of vehicle headlight intrusion into the home during nighttime hours. Additionally, there is an existing hedge and dense landscaping located outside of the fence line that exceeds six (6) feet in height, effectively obscuring the fence from view. If the fence height were reduced to four (4) feet, the hedge would remain, resulting in a similar barrier along Shady Creek Lane.

The primary reason for installing the six (6) foot fence in 2015–2016 relates to the safety and well-being of a family member with a medical condition. The fence serves as a necessary protective measure to prevent unsupervised exit from the enclosed yard area. A four (4) foot fence would not provide adequate containment, as it could be easily climbed or crossed, whereas the six (6) foot fence provides an appropriate level of security while still allowing safe outdoor access. Similar fencing heights are commonly utilized in residential and care settings for individuals with comparable needs.

Based on these factors, the existing fence has functioned without issue for nearly a decade and has not negatively impacted public safety, as demonstrated by its long-standing presence without any incidents. It has also not adversely affected community aesthetics. The variance request is respectfully submitted for consideration.